

**REVISED AGENDA**  
**JOINT MEETING OF THE**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**MORENO VALLEY COMMUNITY SERVICES DISTRICT**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**OF THE CITY OF MORENO VALLEY**  
**BOARD OF LIBRARY TRUSTEES**  
**MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION**  
**(MVPFFC)**  
**MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA)**  
**MORENO VALLEY INDUSTRIAL DEVELOPMENT AUTHORITY (IDA)**

**January 25, 2011**

**REGULAR MEETING – 6:30 P.M.**

**City Council Closed Session**

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

**City Council Study Sessions**

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

**City Council Meetings**

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

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

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

Richard A. Stewart, Mayor

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

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

**REVISED AGENDA\***  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**MORENO VALLEY COMMUNITY SERVICES DISTRICT**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**OF THE CITY OF MORENO VALLEY**  
**BOARD OF LIBRARY TRUSTEES**  
**MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION**  
**(MVPFFC)**  
**MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA)**  
**MORENO VALLEY INDUSTRIAL DEVELOPMENT AUTHORITY (IDA)**

**REGULAR MEETING - 6:30 PM**  
**JANUARY 25, 2011**

**CALL TO ORDER**

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**ROLL CALL**

**INTRODUCTIONS**

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

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

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

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

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

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

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

### **A.2 MINUTES - REGULAR MEETING OF JANUARY 11, 2011 (Report of: City Clerk Department)**

**Recommendation:**

Approve as submitted.

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

**Recommendation:**

Receive and file the Reports on Reimbursable Activities for the period of January 5-18, 2011.

### **A.4 APPROVAL OF CHECK REGISTER FOR NOVEMBER, 2010 (Report of: Financial & Administrative Services Department)**

**Recommendation:**

Adopt Resolution No. 2011-09, approving the Check Register for the month of November, 2010 in the amount of \$9,130,109.64.

Resolution No. 2011-09

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of November, 2010

### **A.5 NOTICE OF COMPLETION AND ACCEPTANCE FOR KITCHING STREET IMPROVEMENTS FROM CACTUS AVENUE TO ALESSANDRO BOULEVARD - PROJECT NO. 07-50182425 (Report of: Public Works Department)**

**Recommendation:**

1. Accept the work as complete for the Kitching Street Improvements

from Cactus Avenue to Alessandro Boulevard constructed by Hillcrest Contracting, Inc. (Hillcrest), 1467 Circle City Drive, Corona, CA 92878-1898;

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

A.6 UPDATED STATE AND FEDERAL LEGISLATIVE ADVOCACY PRIORITIES FOR 2011 (Report of: City Manager's Office)

**Recommendation:**

Review and adopt the proposed State and Federal Legislative Advocacy Priorities for 2011.

A.7 APPROVE AGREEMENT FOR INDEPENDENT AUDIT SERVICES FOR A PERIOD OF 3 YEARS WITH 2 OPTION YEARS (Report of: Financial & Administrative Services Department)

**Recommendation:**

1. Approve a 3-year agreement with two option years with the independent audit firm, Lance Soll & Lunghard, LLP, in an amount not to exceed \$343,070; and
2. Authorize and direct the City Manager to sign the agreement on behalf of the City and its related entities, subject to the City Attorney approval as to legal form.

\*A.8 ADOPTION OF RESOLUTION OF THE CITY OF MORENO VALLEY AUTHORIZING THE AMENDING AND RESTATING OF A 1997 PROJECT LEASE AGREEMENT AND APPROVING RELATED DOCUMENTS AND ACTIONS (CONTINUED FROM JANUARY 11, 2011) (Report of: Financial & Administrative Services Department)

**Recommendation:**

1. Adopt Resolution No. 2011-01 authorizing the amending and restating of the 1997 Project Lease Agreement and approving related documents and actions;

Resolution No. 2011-01

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Refinancing of a 1997 Project Lease, Approving a Site Lease (Fire Station 65) with the Moreno Valley Community Services District, a Site Lease (City Hall Annex and Fire Station 65) and a Lease Agreement with the Moreno Valley Public Financing Authority and Approving Related Documents and Actions

2. Authorize the City Manager to approve an agreement for financial advisor services, in an amount not to exceed \$30,000, with Fieldman and Rolapp & Associates to serve as financial advisor for the recommended private placement debt issue; and
3. Authorize the City Manager to approve an agreement for bond counsel services, in amount not to exceed \$30,000, with Best Best & Krieger to serve as bond counsel for the recommended private placement debt issue.

**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 JANUARY 11, 2011 (Report of: City Clerk Department)

**Recommendation:**

Approve as submitted.

\*B.3 ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT APPROVING A SITE LEASE (FIRE STATION 65) WITH THE CITY OF MORENO VALLEY (Report of: Financial & Administrative Services Department)

**Recommendation:**

Adopt Resolution No. CSD 2011-02 approving a Site Lease Agreement (Fire Station 65) with the City of Moreno Valley.

Resolution No. CSD 2011-02

A Resolution of the Board of Directors of the Moreno Valley Community Services District Approving a Site Lease (Fire Station 65) with the City of Moreno Valley

**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 JANUARY 11, 2011 (Report of: City Clerk Department)

**Recommendation:**  
Approve as submitted.

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

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

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

**Recommendation:**  
Approve as submitted.

**ADJOURNMENT OF THE CITY COUNCIL MEETING TO THE ANNUAL/REGULAR MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)**

**ANNUAL/REGULAR MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)**

**CALL TO ORDER**

**ROLL CALL**

**PUBLIC COMMENTS ON ANY SUBJECT ON THE AGENDA UNDER THE JURISDICTION OF THE CORPORATION**

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

**SPECIAL ORDER OF BUSINESS**

- 1 There are no reports or issues before the corporation.

**ADJOURNMENT OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC) TO THE ANNUAL/REGULAR MEETING OF THE**

**MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA)**

**ANNUAL/REGULAR MEETING OF THE MORENO VALLEY PUBLIC  
FINANCING AUTHORITY (MVPFA)**

**CALL TO ORDER**

**ROLL CALL**

**PUBLIC COMMENTS ON ANY SUBJECT ON THE AGENDA UNDER THE  
JURISDICTION OF THE AUTHORITY**

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

**SPECIAL ORDER OF BUSINESS**

- 1 MINUTES - SPECIAL MEETING OF JANUARY 11, 2011 (Report of: City Clerk's Department)

**Recommendation:**

Approve as submitted.

- \*2 ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA) AUTHORIZING THE REFINANCING OF 1997 LEASE REVENUE BONDS AND APPROVING RELATED DOCUMENTS AND ACTIONS (CONTINUED FROM JANUARY 11, 2011) (Report of: Financial & Administration Services Department)

**Recommendation:**

The Finance Subcommittee recommends that the Board of Directors of the Moreno Valley Public Financing Authority adopt Resolution No. MVPFA 2011-01 authorizing the refinancing of 1997 Lease Revenue Bonds and approving related documents and actions.

Resolution No. MVPFA 2011-01

A Resolution of the Board of Directors of the Moreno Valley Public Financing Authority Authorizing the Refinancing of 1997 Lease Revenue Bonds, Approving a Site Lease (City Hall Annex and Fire Station 65) and a Lease Agreement with the City of Moreno Valley, and Approving Related Documents and Actions

**ADJOURNMENT OF THE ANNUAL/REGULAR MEETING OF THE MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA) TO THE ANNUAL REGULAR MEETING OF THE MORENO VALLEY INDUSTRIAL DEVELOPMENT AUTHORITY (IDA)**

**ANNUAL/REGULAR MEETING OF THE MORENO VALLEY INDUSTRIAL DEVELOPMENT AUTHORITY (IDA)**

**CALL TO ORDER**

**ROLL CALL**

**PUBLIC COMMENTS ON ANY SUBJECT ON THE AGENDA UNDER THE JURISDICTION OF THE AUTHORITY**

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

**SPECIAL ORDER OF BUSINESS**

- 1 There are no reports or issues before the authority.

**ADJOURNMENT OF THE MORENO VALLEY INDUSTRIAL DEVELOPMENT AUTHORITY (IDA) TO THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**

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

**E. PUBLIC HEARINGS - NONE**

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.

**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. Report by Mayor Pro Tem Jesse L. Molina on Riverside Transit Agency (RTA)
  - b. Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)
- G.2 ANNUAL REPORT OF BOARDS AND COMMISSIONS (Informational Oral Presentation) (Report of: City Clerk's Department)
- \*G.3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND HENRY T. GARCIA FOR THE POSITION OF CITY MANAGER (Report of: Human Resources Department)

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

- 1. Adopt Resolution No. 2011-10, approving an Employment Agreement Between the City of Moreno Valley and Henry T. Garcia for the Position of City Manager; and  

Resolution No. 2011-10

A Resolution of the City Council of the City of Moreno Valley, California, Approving an Employment Agreement Between the City of Moreno Valley and Henry T. Garcia for the Position of City Manager
- 2. Take action to approve the Employment Agreement between the City of Moreno Valley and Henry T. Garcia for the position of City Manager.

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

## **H. LEGISLATIVE ACTIONS**

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

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2 .1 ORDINANCE NO. 822, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING

TITLE 12 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING CHAPTER 12.14 RELATING TO ROTATIONAL TOWING SERVICES FOR THE CITY OF MORENO VALLEY AND ADDING THERETO A NEW CHAPTER 12.14 ENTITLED POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE (RECEIVED FIRST READING AND INTRODUCTION JANUARY 11, 2011 ON A 4-1 VOTE, HASTINGS OPPOSED) (Report of: Community Development Department)

**Recommendation: That the City Council:**

Adopt Ordinance No. 822 as amended, amending Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service, of Title 12 of the Moreno Valley Municipal Code.

Ordinance No. 822

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 12 of the City of Moreno Valley Municipal Code By Repealing Chapter 12.14 Relating to Rotational Towing Services for the City of Moreno Valley And Adding Thereto a New Chapter 12.14 Entitled Police And City of Moreno Valley Rotational Tow Service

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

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

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

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

## 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(a) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

- a Case: *Arch Insurance Company v. City of Moreno Valley, Safeguard Insurance Company*  
Court: Riverside Superior Court  
Case No: RIC 513196

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

Number of Cases: 2

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

Number of Cases: 2

#### 4 SECTION 54957 - PUBLIC EMPLOYEE APPOINTMENT/PUBLIC EMPLOYMENT

- a) City Manager

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

**ADJOURNMENT**

**\*Revision to Agenda**

**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**

**SPECIAL MEETING  
MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA)**

**January 11, 2011**

**CALL TO ORDER**

**SPECIAL PRESENTATIONS**

**"Spotlight on Moreno Valley Business"**

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

**SPECIAL MEETING  
MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA)**

**REGULAR MEETING - 6:30 PM  
JANUARY 11, 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 6:35 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Robin Hastings

**INVOCATION** – Mayor Richard A. Stewart

**ROLL CALL**

Council:

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

Staff:

Jane Halstead	City Clerk
Julienne Clay	Administrative Assistant
William Bopf	Interim City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
Barry Foster	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 (Item A10).

**A. CONSENT CALENDAR-CITY COUNCIL**

A.1 ORDINANCES - READING BY TITLE ONLY

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

A.2 MINUTES - REGULAR MEETING OF DECEMBER 14, 2010 (Report of: City Clerk's Department)

**Recommendation:**

Approve as submitted.

A.3 MINUTES - SPECIAL MEETING OF JANUARY 4, 2011 (Report of: City Clerk's Department)

**Recommendation:**

Approve as submitted.

A.4 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

**Recommendation:**

Receive and file the Reports on Reimbursable Activities for the period of December 8, 2010 - January 4, 2011.

A.5 ADOPTION OF RESOLUTION OF THE CITY OF MORENO VALLEY AUTHORIZING THE AMENDING AND RESTATING OF A 1997 PROJECT LEASE AGREEMENT AND APPROVING RELATED DOCUMENTS AND ACTIONS (Report of: Financial & Administrative Services Department)

**Recommendation:**

1. Adopt Resolution No. 2011-01 authorizing the amending and restating of the 1997 Project Lease Agreement and approving related documents and actions; and

Resolution No. 2011-01

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A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Amending and Restating of a 1997 Project Lease Agreement and Approving Related Documents and Recommendation:

2. Authorize the City Manager to approve an agreement for financial advisor services, in an amount not to exceed \$30,000, with Fieldman and Rolapp & Associates to serve as financial advisor for the recommended private placement debt issue; and
3. Authorize the City Manager to approve an agreement for bond counsel services, in amount not to exceed \$30,000, with Best Best & Krieger to serve as bond counsel for the recommended private placement debt issue.

A.6 NOTICE OF COMPLETION AND ACCEPTANCE OF THE PUBLIC SAFETY BUILDING (PSB) RENOVATIONS -- PROJECT NO. 08-50182327 (Report of: Public Works Department)

**Recommendation:**

1. Accept the work as complete for the Public Safety Building renovations constructed by AVI-CON Inc. dba CA Construction (CA Construction), 981 Iowa Avenue, Suite A, Riverside, CA 92507;
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code;
3. Authorize the Financial and Administrative Services Director to release the retention to CA Construction thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and
4. Accept the improvements into the City's maintained building system.

A.7 RESOLUTION NOS. 2011-02 AND 2011-03 TO APPROVE AND AUTHORIZE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. M021 REV. 2 TO ADMINISTERING AGENCY-STATE AGREEMENT NO. 08-5441 FOR STATE ROUTE 60/NASON STREET INTERCHANGE IMPROVEMENTS (PROJECT NO. 98-25897 AND FUTURE PROGRAM SUPPLEMENT AGREEMENTS (Report of: Public Works Department)

**Recommendation:**

1. Adopt Resolution No. 2011-02 and approve the execution of Program Supplement Agreement No. M021 Rev. 2 to Administering Agency-

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State Agreement for Federal-Aid Projects No. 08-5441-R for construction;

Resolution No. 2011-02

A Resolution of the City Council of the City of Moreno Valley, California, Approving and Authorizing Execution of Program Supplement Agreement No. M021 Rev. 2 to Administering Agency-State Agreement for Federal-Aid Projects No. 08-5441 Between the State of California, Acting by and Through the Department of Transportation, and the City of Moreno Valley, for Federal Project No. HP21STPL-0027(012)

2. Authorize the Public Works Director/City Engineer to execute Program Supplement Agreement No. M021 Rev. 2; and
3. Adopt Resolution No. 2011-03, authorizing the Public Works Director/City Engineer to execute future Program Supplement Agreements to Administering Agency-State Agreement No. 08-5441-R (Master Agreement) for Federal-Aid Projects subject to the approval of the City Attorney.

Resolution No. 2011-03

A Resolution of the City Council of the City of Moreno Valley, California, Approving and Authorizing Execution of Program Supplement Agreements to Administering Agency-State Agreement No. 08-5441 (Master Agreement) for Federal-Aid Projects Between the State of California, Acting by and Through the Department of Transportation, and the City of Moreno Valley

- A.8 APPROVE THE JOINT USE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR RELOCATION OF EXISTING TRANSMISSION, DISTRIBUTION, AND TELECOMMUNICATION FACILITIES FOR THE IRONWOOD AVENUE WIDENING PROJECT FROM HEACOCK STREET TO PERRIS BOULEVARD; PROJECT NO. 06-50182625-2 (Report of: Public Works Department)

**Recommendation:**

1. Approve the Joint Use Agreement with Southern California Edison (SCE) to relocate SCE's facilities for the Ironwood Avenue Widening Project from Heacock Street to Perris Boulevard;
2. Authorize the City Manager to execute the Joint Use Agreement with SCE;

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3. Authorize the issuance of a Purchase Order to SCE totaling \$1,306,620 (\$1,281,000 plus 2% contingency) for relocation of SCE's facilities for the Ironwood Avenue Widening Project (\$609,842.61 from Account No. 415.70227, \$83,018.62 from Account No. 416.78727, and \$613,758.78 from Account No. 501.82625); and
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreement with SCE and any change orders up to, but not exceeding, the total purchase order contingency amount of \$25,620, subject to the approval of the City Attorney.

A.9 APPROVAL OF CHECK REGISTER FOR OCTOBER, 2010 (Report of: Financial & Administrative Services Department)

**Recommendation:**

Adopt Resolution No. 2011-04, approving the Check Register for the month of October, 2010 in the amount of \$12,735,379.73.

Resolution No. 2011-04

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of October, 2010

A.10 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR DRACAEA AVENUE SIDEWALK IMPROVEMENTS BETWEEN MORRISON STREET AND MASCOT LANE; PROJECT NO. 10-12567129 (Report of: Public Works Department)

**Recommendation:**

1. Award the construction contract for Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane to Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504, the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with Mamco, Inc.;
3. Authorize the issuance of a Purchase Order to Mamco, Inc. in the amount of \$148,898.99 (\$119,119.19 for the bid amount plus 25% 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 Mamco, Inc., up to, but not exceeding, the total contingency amount of \$29,779.80, subject to the approval of the City Attorney.

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A.11 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR SR-60/NASON STREET INTERCHANGE IMPROVEMENTS -- PROJECT NO. 98-25897 (Report of: Public Works Department)

**Recommendation:**

1. Authorize the appropriation of additional funding in the amount of \$5,940,011 for construction costs of the SR-60/Nason Interchange Improvements project (\$4,715,333 for STPL Discretionary Funds [125.67029], \$1,224,678 for STPL Toll Credits [125.NEW] and the re-appropriation of \$844,354 previously budgeted in Federal Demonstration Funds to Demonstration Fund Toll Credits [125.NEW]);
2. Award the construction contract for SR-60/Nason Interchange Improvements to All-American Asphalt, PO Box 2229, Corona, CA 92878, determined as the lowest responsive and responsible bidder;
3. Authorize the City Manager to execute a construction contract with All-American Asphalt;
4. Authorize the issuance of Purchase Orders totaling \$9,261,009 (\$7,717,507.50 bid plus 20% contingency of \$1,543,501.50) to All-American Asphalt when the contract has been signed by all parties;
5. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the construction contract with All-American Asphalt, up to but not exceeding the contingency amount of \$1,543,501.50, subject to the approval of the City Attorney;
6. Authorize intermittent full road closures of (1) Nason Street and (2) Elder Avenue for the duration of construction anticipated to start on February 1, 2011 and be completed by February 1, 2012; and
7. Authorize the City Engineer to extend the intermittent full road closures for another 60 days from the anticipated completion date due to unforeseen construction issues.

A.12 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT GEOTECHNICAL SERVICES FOR THE SR-60/NASON INTERCHANGE IMPROVEMENTS PROJECT -- PROJECT NO. 98-25897 (Report of: Public Works Department)

**Recommendation:**

1. Authorize the "Agreement for Professional Consultant Services" with RMA Group (RMA), 12130 Santa Margarita Court, Rancho Cucamonga, CA 91730 to provide professional geotechnical and

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materials testing services during construction of the SR-60/Nason Street Interchange Improvements Project for a total agreement amount not to exceed \$171,561;

2. Authorize the City Manager to execute said "Agreement for Professional Consultant Services" with RMA; and
3. Authorize the issuance of Purchase Orders totaling \$171,561 to RMA when the contract has been signed by all parties.

A.13 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SURVEY SERVICES FOR SR-60/NASON STREET INTERCHANGE IMPROVEMENTS PROJECT -- PROJECT NO. 98-25897 (Report of: Public Works Department)

**Recommendation:**

1. Authorize the "Agreement for Professional Consultant Services" with PSOMAS, 2010 Iowa Avenue, Suite 101, Riverside, CA 92507 to provide professional survey services during construction of the SR-60/Nason Street Interchange Improvements Project for a total agreement amount not to exceed \$145,258;
2. Authorize the City Manager to execute said "Agreement for Professional Consultant Services" with PSOMAS; and
3. Authorize the issuance of Purchase Orders totaling \$145,258 to PSOMAS when the contract has been signed by all parties.

A.14 EMPLOYER PICKUP RESOLUTION PRE-TAX PAYROLL DEDUCTION PLAN FOR SERVICE CREDIT PURCHASES (CONTRIBUTION CODE 14) (Report of: Human Resources Department)

**Recommendation:**

Approve Resolution No. 2011-05, Employer Pickup Resolution Pre-Tax Payroll Deduction Plan For Service Credit Purchases (Contribution Code 14).

Resolution No. 2011-05

A Resolution of the City Council of the City of Moreno Valley, California, Approving an Amendment to Implement Employer Pickup Resolution Pre-Tax Payroll Deduction Plan for Service Credit Purchases (Contribution Code 14)

A.16 ADOPT ORDINANCE NO. 821 - AN ORDINANCE AUTHORIZING THE LEVY OF A SPECIAL TAX IN SUCH COMMUNITY FACILITIES DISTRICT PURSUANT TO AN AMENDED AND RESTATED RATE AND METHOD

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OF APPORTIONMENT OF SUCH SPECIAL TAX AND REPEALING ORDINANCE NOS. 696 AND 765 (ROLL CALL REQUIRED) (RECEIVED FIRST READING AND INTRODUCTION DECEMBER 14, 2010 ON A 5-0 VOTE) (Report of: Public Works Department)

**Recommendation:**

Adopt Ordinance No. 821.

Ordinance No. 821

An Ordinance of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Levy of a Special Tax in Such Community Facilities District Pursuant to an Amended and Restated Rate and Method of Apportionment of Such Special Tax and Repealing Ordinance Nos. 696 and 765

- A.17 PA05-0108 – PARCEL MAP 33152-1 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING OLD 215 FRONTAGE ROAD AND THE PORTION OF ALESSANDRO BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY’S MAINTAINED STREET SYSTEM. ACCEPT THE REPLACEMENT BONDS FOR THE WARRANTY SECURITY ASSOCIATED WITH THE PUBLIC IMPROVEMENTS; DEVELOPER: ANDLAND PROPERTIES, LLC, TORRANCE, CA 90505 (Report of: Public Works Department)

**Recommendation:**

1. Adopt the proposed resolution authorizing the acceptance of the public improvements within Parcel Map 33152-1 as complete and accepting Old 215 Frontage Road and the portion of Alessandro Boulevard associated with the project into the City’s maintained street system

Resolution No. 2011-08

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Parcel Map 33152-1, Accepting Old 215 Frontage Road and the Portion of Alessandro Boulevard Associated with the Project into the City’s Maintained Street System

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

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Performance and Material and Labor Bonds in one year when all clearances are received.

3. Accept the replacement bonds as security for the warranty period for the public improvements associated with the project, contingent upon the Developer providing the City with the fully executed original bonding certificates and approval of the same from the Risk Management Division.
4. Authorize the Public Works Director/City Engineer to exonerate the cash security previously placed into an escrow account as well as the grant deed for the remainder parcel of Parcel Map 33152-1 as submitted by Andland Properties, LLC, upon acceptance of the warranty bonds and if there are no stop notices or liens on file with the City Clerk.

## **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 DECEMBER 14, 2010 (Report of: City Clerk's Department)**

**Recommendation:**

Approve as submitted.

### **B.3 MINUTES - SPECIAL MEETING OF JANUARY 4, 2011 (Report of: City Clerk's Department)**

**Recommendation:**

Approve as submitted.

### **B.4 TRACT MAP 32834 – ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPT THE GRANT DEED FOR LOT “A” (ROCK RIDGE PARK); DEVELOPER: BEAZER HOMES HOLDING CORP., BREA, CA 92821 (Report of: Public Works Department)**

**Recommendation:**

1. Adopt proposed Resolution No. CSD 2011-01 authorizing the acceptance of the public improvements, related to Lot “A” (Rock Ridge Park) for Tract Map 32834, as complete and into the Community Services District’s maintained system; and

Resolution No. CSD 2011-01

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A Resolution of the City Council of the City of Moreno Valley, California, Acting in Their Respective Capacity as the Board of Directors of the Community Services District, Authorizing the Public Improvements, Related to the Lot "A" (Rock Ridge Park) for Tract Map 32834, as Complete and Accept the Improvements into the Community Services District's Maintained System

2. Authorize the President of the Board of Directors of the Community Services District (CSD) to accept the grant deed for Lot "A" for park purposes, including maintenance, and authorize the City Clerk to execute the Acceptance Certificate to transmit the grant deed with Acceptance Certificate to the County Recorder's office for recordation.

### **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 DECEMBER 14, 2010 (Report of: City Clerk's Department)**

**Recommendation:**

Approve as submitted.

#### **C.3 MINUTES - SPECIAL MEETING OF JANUARY 4, 2011 (Report of: City Clerk's 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 DECEMBER 14, 2010 (Report of: City Clerk's Department)**

**Recommendation:**

Approve as submitted.

**Motion to Approve Joint Consent Calendar Items A1 – D2, except Item A5, which was continued to January 25, 2011, and Item A15, which was pulled for separate discussion/action. Motion by**

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m/Council Member William H. Batey II, s/Council Member Robin N. Hastings  
Approved by a vote of 3–2, Council Member Co and Mayor Pro Tem Molina opposed.

**ADJOURNMENT OF THE CITY COUNCIL MEETING TO THE SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA)**

**SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA)**

**1 CALL TO ORDER**

**2 ROLL CALL**

Richard A. Stewart	Chairman
Jesse L. Molina	Vice Chairman
William H. Batey II	Board Member
Robin N. Hastings	Board Member
Marcelo Co	Board Member

**PUBLIC COMMENTS ON THE SPECIAL MEETING AGENDA UNDER THE JURISDICTION OF THE AUTHORITY**

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

**SPECIAL ORDER OF BUSINESS**

**A. CONSENT CALENDAR - MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA)**

- 1 ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA) AUTHORIZING THE REFINANCING OF 1997 LEASE REVENUE BONDS AND APPROVING RELATED DOCUMENTS AND ACTIONS (Report of: Financial & Administration Services Department)

**Recommendation:**

The Finance Subcommittee recommends that the Board of Directors of the Moreno Valley Public Financing Authority adopt Resolution No. MVPFA 2011-01 authorizing the refinancing of 1997 Lease Revenue Bonds and approving related documents and actions.

Resolution No. MVPFA 2011-01

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A Resolution of the Board of Directors of the Moreno Valley Public Financing Authority Authorizing the Refinancing of 1997 Lease Revenue Bonds and Approving Related Documents and Recommendation:

**Motion to Continue the Item to January 25, 2011 by m/Council Member William H. Batey II, s/Council Member Marcelo Co**  
**Approved by a vote of 5-0.**

**ADJOURNED THE MORENO VALLEY PUBLIC AUTHORITY FINANCING AUTHORITY (MVPFA) TO THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**

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

#### **E. PUBLIC HEARINGS**

- E.1 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING A MAIL BALLOT PROCEEDING (REBALLOT) FOR TRACT 21597 FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)

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

**Recommendation: That the CSD:**

1. Direct the City Clerk to tabulate the returned ballots for the proposed increase in the CSD Zone D annual charge for Tract 21597;

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

2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;

The Secretary announced the results as follows:

Tract 21597 passes – 11 – “yes”, 9 – “no”, 1 – “invalid”

3. Receive and file with the City Clerk’s office the accepted CSD Official Tally Sheet; and

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4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charge for Tract 21597.

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

- E.2 PROPOSED AMENDMENTS TO CHAPTER 12.14 OF THE MORENO VALLEY MUNICIPAL CODE, POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE (Report of: Community Development Department)

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Dawn Kirk and George Acosta.

**Recommendation: That the City Council:**

INTRODUCE Ordinance No. 822 amending Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service, of Title 12 of the Moreno Valley Municipal Code.

Ordinance No. 822

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 12 of the City of Moreno Valley Municipal Code By Repealing Chapter 12.14 Relating to Rotational Towing Services for the City of Moreno Valley And Adding Thereto a New Chapter 12.14 Entitled Police And City of Moreno Valley Rotational Tow Service

**Motion to Approve a per call rotational schedule with a correction to change the wording in the ordinance from City to "City Council."**  
**Repeal of the current ordinance will not take effect until after Ordinance No. 822 goes into effect by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina**  
**Approved by a vote of 4-1, Council Member Hastings opposed.**

- E.3 GENERAL PLAN AMENDMENT TO MODIFY BIKEWAY PLAN (PA10-0021) (Report of: Public Works Department)

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

**Recommendation: That the City Council:**

1. Conduct a public hearing to consider the action taken by the Planning Commission on October 28, 2010, recommending approval of General Plan Amendment (PA10-0021), and subsequent to the public hearing:

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RECOGNIZE that application PA10-0021 (General Plan Amendment) will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15061 as defined by Section 15378 of the CEQA Guidelines; and

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

2. ADOPT City Council Resolution No. 2011-06 thereby APPROVING General Plan Amendment PA10-0021, based on the findings in the City Council Resolution.

Resolution No. 2011-06

A Resolution of the City Council of the City of Moreno Valley, California, Approving a General Plan Amendment (PA10-0021) to Modify the City Bikeway Plan

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

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

- A.15 DEPARTMENT CONSOLIDATION AND REQUEST TO ESTABLISH THE TITLE AND SALARY RANGE FOR A NEW POSITION OF COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR (Report of: City Manager's Office)

Mayor Stewart opened the agenda item for public comments; which were received from Daryl Terrell.

**Recommendation:**

1. Establish the job title, job description, and salary range for a new position of "Community and Economic Development Director"; and
2. Authorize the City Manager to modify the Employment Agreement with the employee to reflect these changes effective January 10, 2011 (beginning of payroll period).

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

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**s/Council Member Robin N. Hastings**  
**Approved by a vote of 3-2, Mayor Pro Tem Molina and Council Member**  
**Co opposed.**

## **G. REPORTS**

- G.1 APPOINTMENT TO THE LIBRARY COMMISSION (Report of: City Clerk's Department)

**Recommendation: That the City Council:**

1. Appoint Peggy A. Hadaway to the Library Commission with a term expiring June 30, 2013; or
2. If appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

**Motion to appoint Peggy A. Hadaway to the Library Commission with term expiring June 30, 2013 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina**  
**Approved by a vote of 5-0.**

- G.2 ECONOMIC DEVELOPMENT UPDATE (Report of: Economic Development Department)

**Informational Oral Presentation – not for Council action.**

Mayor Stewart opened the agenda item for public comments, which were received from Oscar Valdepena.

- G.3 RANCHO BELAGO COMMUNITY SIGN PROGRAM AMENDMENT (P10-0457) (Report of: Community Development Department)

Mayor Stewart opened the agenda item for public comments; which were received from Frank Wright, Daryl Terrell, and Pete Bleckhert.

**Recommendation: That the City Council:**

Adopt Resolution No. 2011-07 and thereby approve an amendment to the Rancho Belago Community Sign Program for design modifications to the proposed signs.

Resolution No. 2011-07

A Resolution of the City Council of the City of Moreno Valley, California, Adopting an Amendment to the Rancho Belago Sign Program (P10-0457)

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**Motion to approve amending the design to exclude the City logo or branding by m/Council Member Robin N. Hastings, s/Mayor Pro Tem Jesse L. Molina**  
**Approved by a vote of 5-0.**

## **AGENDA ORDER**

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

Pete Bleckert

1. City recall
2. Ceremonial Swearing-In

Louise Palomarez

1. Rancho Belago signs
2. City Manager
3. Need more jobs
4. Make cuts

Marcia Amino

1. Council reorganization

Joyce Green

1. Flooding

Stan Green

1. Flooding

Daryl Terrell

1. Budget deficit

Raul Wilson

1. Flooding
2. Pot holes
3. No sidewalks to the schools
4. Public safety
5. Need an interpreter
6. Businesses have been turned away
7. Credit cards

G.4 2011 COUNCIL COMMITTEE PARTICIPATION APPOINTMENTS (Report of: City Clerk's Department)

**Recommendation: That the City Council:**

1. Approve appointments to the various committees and regional bodies

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as recommended in the 2011 Council Committee Participation list submitted by Mayor Richard A. Stewart:

Appoint Mayor Richard A. Stewart to serve as the City of Moreno Valley's representative on the March Joint Powers Commission (MJPC);

2. Appointment of City of Moreno Valley's second representative on the March Joint Powers Commission (MJPC) to be discussed and determined by the City Council;
3. Appointment of City of Moreno Valley's alternate representative on the March Joint Powers Commission (MJPC) to be discussed and determined by the City Council;
4. Appoint Council Member William H. Batey II to serve as the City of Moreno Valley's representative on the Riverside County Habitat Conservation Agency (RCHCA); and
5. Appoint Mayor Pro Tem Jesse L. Molina to serve as the City of Moreno Valley's alternate representative on the Riverside County Habitat Conservation Agency (RCHCA);
6. Appoint Council Member Marcelo Co to serve as the City of Moreno Valley's representative on the Riverside County Transportation Commission (RCTC);
7. Appoint Mayor Richard A. Stewart to serve as the City of Moreno Valley's alternate representative on the Riverside County Transportation Commission (RCTC);
8. Appoint Mayor Pro Tem Jesse L. Molina to serve as the City of Moreno Valley's representative on the Riverside Transit Agency (RTA);
9. Appoint Council Member Marcelo Co to serve as the City of Moreno Valley's alternate representative on the Riverside Transit Agency (RTA);
10. Appoint Council Member Robin N. Hastings to serve as the City of Moreno Valley's representative on the Western Riverside Council of Governments (WRCOG);
11. Appoint Mayor Richard A. Stewart to serve as the City of Moreno

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Valley's alternate representative on the Western Riverside Council of Governments (WRCOG);

12. Appoint Council Member William H. Batey II to serve as the City of Moreno Valley's representative on the Western Riverside County Regional Conservation Authority (RCA);
13. Appoint Mayor Pro Tem Jesse L. Molina to serve as the City of Moreno Valley's alternate representative on the Western Riverside County Regional Conservation Authority (RCA); and
14. Approve the appointments to the remaining various committees and regional bodies, as noted on the 2011 Council Committee Participation list.

**Motion to approve the 2011 Council committee participation appointments as amended that Council Member William H. Batey II be appointed as the second representative on the March Joint Powers Commission, and Council Member Marcelo Co be appointed as the alternate to the March Joint Powers Commission; and Council Member Marcelo Co be appointed as the alternate to the Western Riverside Council of Governments (WRCOG) in place of Mayor Richard A. Stewart by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina**  
**Approved by a vote of 5-0.**

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

**No Report.**

## **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

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

Council Member William H. Batey II

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- 1) The recent flooding exposed some issues with the City's response. There was no follow up from the City. Staff will address this issue.
- 2) Sunnymead Boulevard needs to be fixed. Staff will work with the County.
- 3) Happy New Year.

Mayor Pro Tem Jesse L. Molina

- 1) The flooding was bad everywhere. Staff was deployed everywhere. Communication will make us better, and you only get better through your mistakes.
- 2) There is an erosion problem where gullies are coming underneath the roads. The City needs to be proactive on cleaning up.

Council Member Marcelo Co

- 1) It's all about jobs. It shouldn't take so long to approve a project. Companies will leave. The city is lucky to have Skechers coming in. Invite jobs, and don't put up barriers. Stick to the fast track process. Be business friendly. The economy has to grow. Eliminate rules and regulations that no longer apply.

Council Member Robin N. Hastings

- 1) Council Member Batey and I haven't taken a car allowance in two years; I turned in my county car once elected, took the same COLA reduction that was requested of staff; pay my own cell phone bill.
- 2) Thanked Ms. Amino for her comments regarding reorganization. There is a process for reorganization. It was decided by the majority to not follow that process. That's okay. There are other things that need to be done.
- 3) The Canyon Springs High School had its 20th Anniversary celebration, and it was a wonderful event.
- 4) Attended a demolition at March Air Force Base.

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- 5) The Governor has proposed a budget that includes taking RDA funds away. The County is putting together a committee to respond to the Governor with suggestions of other things that can be done.

Mayor Richard A. Stewart

- 1) Was in Michigan for the holidays. Staff sent emails regarding the flooding. There is a problem between County Flood Control and the City of Moreno Valley. There have been flood control efforts. If a citizen calls for service, there should be someone that can respond. There needs to be a set EOC policy.
- 2) There was a groundbreaking for the new shooting range at March Air Reserve Base. There are 27 stations.
- 3) Council hasn't always followed the rotation for Mayor and Mayor Pro Tem. There are different reasons why it happens.
- 4) The Governor will cut services and make the cities and counties do it, but the State will not fund us.
- 5) There will be a top to bottom review of policies and procedures. Input will be received from the community, staff and BIA.
- 6) Appointed to the Land Use Commission.
- 7) There were sand bags available at the Fire Stations.

There being no further business to conduct, the meeting was adjourned to Closed Session at 10:25 p.m. by unanimous informal consent.

**CLOSED SESSION**

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

\*<sub>1</sub> SECTION 54956.9(a) - CONFERENCE WITH LEGAL COUNSEL -  
EXISTING LITIGATION

- a Case: *Arch Insurance Company v. City of Moreno Valley,  
Safeguard Insurance Company*  
Court: Riverside Superior Court  
Case No: RIC 513196

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

Number of Cases: 2

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

Number of Cases: 2

4 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

- a) Property: Cactus Avenue and Day Street consisting of approximately 16.92 gross acres (net area is approximately 14.36 acres within 2 parcels)
- City Negotiator: Barry Foster, Economic Development Director negotiating with potential Developer - Clayton Corwin, StoneCreek Company
- Under Negotiation: Disposition, price and terms
- Owner: Redevelopment Agency
- Owners Negotiator: APN

5 SECTION 54957 - PUBLIC EMPLOYEE APPOINTMENT/PUBLIC EMPLOYMENT

- a) City Manager

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

No reportable action.

**ADJOURNMENT**

There being no further business to conduct, Closed Session was adjourned at 10:53 p.m. by unanimous informal consent.

Submitted by:

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Jane Halstead, City Clerk, CMC  
Secretary, Moreno Valley Community Services District

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Secretary, Community Redevelopment Agency of the City of Moreno Valley  
Secretary, Board of Library Trustees

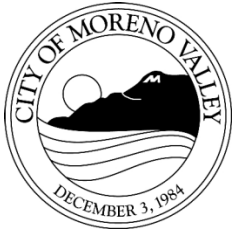
Approved by:

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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** January 25, 2011

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

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### RECOMMENDED ACTION

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

<i>Reports on Reimbursable Activities January 5-18, 2011</i>		
Council Member	Date	Meeting
William H. Batey II	1/15/11	Moreno Valley Chamber of Commerce Installation & Awards Dinner
Marcelo Co	1/10/11	League of California Cities (LCC) Riverside County Division
	1/15/11	Moreno Valley Chamber of Commerce Installation & Awards Dinner
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart	1/10/11	League of California Cities (LCC) Riverside County Division
	1/15/11	Moreno Valley Chamber of Commerce Installation & Awards Dinner

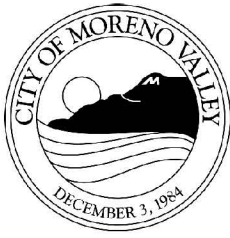
Prepared By:  
Cindy Miller  
Executive Assistant to the Mayor/City Council

Department Head Approval:  
Jane Halstead  
City Clerk

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

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

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** January 25, 2011

**TITLE:** APPROVAL OF CHECK REGISTER FOR NOVEMBER, 2010

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### **RECOMMENDED ACTION**

Staff recommends that the City Council adopt Resolution No. 2011-09, approving the Check Register for the month of November, 2010 in the amount of \$9,130,109.64.

### **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. 2011-09  
Check Register for Month of November, 2010

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. 2011-09

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MORENO VALLEY, CALIFORNIA,  
APPROVING THE CHECK REGISTER  
FOR THE MONTH OF NOVEMBER, 2010

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period November 1, 2010 through November 30, 2010, 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 November 1, 2010 through November 30, 2010, in the total amount of \$9,130,109.64 is approved.

APPROVED AND ADOPTED this 25th day of January, 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 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHECKS IN THE AMOUNT OF \$25,000 OR GREATER</b>				
<b>AFTERSCHOOL STORE.COM</b>				
11/1/2010	204876	53,093.69		
			AFTERSCHOOL SNACKS-STARS	38,143.69
			AFTERSCHOOL SNACKS-STARS	14,950.00
11/22/2010	205134	51,422.29		
			AFTERSCHOOL SNACKS-STARS	39,118.29
			AFTERSCHOOL SNACKS-STARS	12,304.00
<b>Vendor Total</b>		<b>104,515.98</b>		
<b>FYTD for AFTERSCHOOL STORE.COM</b>		<b>166,661.67</b>		
<b>ANDREATTA BOHANNON</b>				
11/29/2010	205226	36,636.43		
			SETTLEMENT	36,636.43
<b>Vendor Total</b>		<b>36,636.43</b>		
<b>FYTD for ANDREATTA BOHANNON</b>		<b>36,636.43</b>		
<b>ARCHIPELAGO LIGHTING</b>				
11/1/2010	204941	96,880.59		
			6 FT LED LIGHT ENGINE KITS	94,252.32
			8 FT LED LIGHT ENGINE KITS	2,628.27
<b>Vendor Total</b>		<b>96,880.59</b>		
<b>FYTD for ARCHIPELAGO LIGHTING</b>		<b>96,880.59</b>		
<b>CHICAGO TITLE COMPANY ESCROW</b>				
11/10/2010	1011051	101,982.36		
			ACQ & ESCROW-25472 ORCHID DR	101,982.36
<b>Vendor Total</b>		<b>101,982.36</b>		
<b>FYTD for CHICAGO TITLE COMPANY ESCROW</b>		<b>346,087.31</b>		
<b>COUNTY OF RIVERSIDE AUDITOR</b>				
11/8/2010	204976	56,913.20		
			PARKING CONTROL FEES	18,130.96
			PARKING CONTROL FEES	2,474.00
			PARKING CONTROL FEES	16,612.04
			PARKING CONTROL FEES	2,030.00
			PARKING CONTROL FEES	16,194.20
			PARKING CONTROL FEES	1,472.00
<b>Vendor Total</b>		<b>56,913.20</b>		
<b>FYTD for COUNTY OF RIVERSIDE AUDITOR</b>		<b>138,442.78</b>		



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>DATA TICKET, INC.</b>				
11/8/2010	881437	43,574.39		
			CITATION PRCSSNG SVCS-CODE	13,267.94
			CITATION PRCSSNG SVCS-CODE	16,033.47
			CITATION PRCSSNG SVCS-CODE	12,129.58
			TICKET STOCK-CODE	2,143.40
<b>Vendor Total</b>		<b>43,574.39</b>		
<b>FYTD for DATA TICKET, INC.</b>		<b>105,953.87</b>		



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>EASTERN MUNICIPAL WATER DISTRICT</b>				
11/1/2010	204894	147,600.00		
			REIMB FOR WATERLINE RELOCATION	147,600.00
11/1/2010	204895	25,802.35		
			WATER CHARGES	127.68
			WATER CHARGES	335.11
			WATER CHARGES	11,107.33
			WATER CHARGES	1,187.09
			WATER CHARGES	36.42
			WATER CHARGES	7,409.02
			WATER CHARGES	2,376.80
			WATER CHARGES	2,575.11
			WATER CHARGES	35.96
			WATER CHARGES	133.26
			WATER CHARGES	277.56
			WATER CHARGES	74.25
			WATER CHARGES	126.76
11/15/2010	205093	28,091.04		
			WATER CHARGES	43.82
			WATER CHARGES	194.25
			WATER CHARGES	2,156.85
			WATER CHARGES	34.80
			WATER CHARGES	1,546.59
			WATER CHARGES	129.55
			WATER CHARGES	5,728.57
			WATER CHARGES	5,518.04
			WATER CHARGES	1,339.35
			WATER CHARGES	3,984.92
			WATER CHARGES	1,926.54
			WATER CHARGES	1,534.97
			WATER CHARGES	1,096.91
			WATER CHARGES	707.27
			WATER CHARGES	198.16
			WATER CHARGES	508.06
			WATER CHARGES	245.58
			WATER CHARGES	261.93
			WATER CHARGES	562.19
			WATER CHARGES	372.69
11/22/2010	205160	27,281.56		
			WATER CHARGES	900.75
			WATER CHARGES	736.80
			WATER CHARGES	511.62
			WATER CHARGES	661.36
			WATER CHARGES	6,613.02
			WATER CHARGES	2,095.67
			WATER CHARGES	916.39
			WATER CHARGES	3,167.18
			WATER CHARGES	2,174.04
			WATER CHARGES	4,262.04
			WATER CHARGES	148.04
			WATER CHARGES	39.96
			WATER CHARGES	1,436.06
			WATER CHARGES	949.75



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			WATER CHARGES	757.55
			WATER CHARGES	246.93
			WATER CHARGES	218.91
			WATER CHARGES	232.75
			WATER CHARGES	744.64
			WATER CHARGES	468.10
<b>Vendor Total</b>		<b>228,774.95</b>		
<b>FYTD for EASTERN MUNICIPAL WATER DISTRICT</b>		<b>916,158.04</b>		
<b>EMPLOYMENT DEVELOPMENT DEPARTMENT</b>				
11/5/2010	2747	39,223.54		
			STATE INCOME TAX W/H 11/5/10	39,223.54
11/19/2010	2755	35,964.49		
			STATE INCOME TAX W/H 11/19/10	35,964.49
<b>Vendor Total</b>		<b>75,188.03</b>		
<b>FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT</b>		<b>431,361.45</b>		



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ENCO UTILITY SERVICES MORENO VALLEY LLC</b>				
11/8/2010	204989	45,636.55		
			PROF SVCS-WASTE MGT FACILITY	13,727.55
			PROF SVCS-SKETCHERS PLAN CHK	5,479.65
			PROF SVCS-SKETCHERS PLAN CHK	1,209.34
			PROF SVCS-SKETCHERS PLAN CHK	4,416.53
			PROF SVCS-REDLANDS BL BACKBONE	1,564.22
			PROF SVCS-REDLANDS BL BACKBONE	3,173.70
			CABINET LEASE-COTTONWOOD	6.47
			CABINET LEASE-COTTONWOOD	1,243.53
			CABINET LEASE-INDIAN	41.34
			CABINET LEASE-INDIAN	1,208.66
			CABINET LEASE-IRIS	58.64
			CABINET LEASE-IRIS	1,191.36
			ELECTRIC METER CHARGES	334.00
			CACTUS/LASSELLE 12 KV CIRC TIE	972.85
			BAY ST BACKBONE W/O MOR BCH DR	381.36
			BAY ST BACKBONE W/O MOR BCH DR	884.41
			MOR BCH & NASON RAMP ELECTRIC	458.09
			CORP YARD BLDG ELECTRIC DESIGN	665.43
			CORP YARD BLDG ELECTRIC DESIGN	188.09
			CACTUS/LASSELLE 12 KV CIRC TIE	326.34
			BAY ST BACKBONE W/O MOR BCH DR	8,104.99
11/22/2010	205162	228,310.26		
			ELECTRIC METER CHRGS	1,787.00
			DISTRIBUTION CHRGS	195,239.52
			SPCL/TEMP CHRGS	13,252.00
			BAD DEBT DEDUCTION	-988.52
			ONLINE UTILITY SVCS	544.20
			PROF SVCS-SKETCHERS PLAN CHK	3,890.46
			PROF SVCS-REDLANDS BL BACKBONE	13,898.85
			PROF SVCS-EUCALYPTUS BACKBONE	686.75
11/29/2010	205260	200,300.99		
			DISTRIBUTION CHRGS	193,445.96
			SPCL/TEMP CHRGS	8,490.00
			BAD DEBT DEDUCTION	-1,124.56
			ONLINE UTILITY SVCS	-510.41
<b>Vendor Total</b>		<b>474,247.80</b>		
<b>FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC</b>		<b>1,114,997.75</b>		



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>FAIR HOUSING COUNCIL OF RIV CO, INC.</b>				
11/29/2010	881593	25,169.73		
			CDBG SVCS-MEDIATION PRGM	3,058.52
			CDBG SVCS-MEDIATION PRGM	3,728.21
			CDBG SVCS-MEDIATION PRGM	3,641.04
			CDBG SVCS-MEDIATION PRGM	3,801.36
			CDBG SVCS-FRCLSR/MITIG PRGM	1,969.63
			CDBG SVCS-FRCLSR/MITIG PRGM	3,059.18
			CDBG SVCS-FRCLSR/MITIG PRGM	2,775.34
			CDBG SVCS-FRCLSR/MITIG PRGM	3,136.45
<b>Vendor Total</b>		<b>25,169.73</b>		
<b>FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.</b>		<b>32,822.73</b>		
<b>HILLCREST CONTRACTING, INC</b>				
11/1/2010	881411	225,086.14		
			KITCHING ST IMPRVMENTS PROJ	225,086.14
11/22/2010	881558	192,878.10		
			DAY ST IMPRVMENTS PROJ SVCS	192,878.10
<b>Vendor Total</b>		<b>417,964.24</b>		
<b>FYTD for HILLCREST CONTRACTING, INC</b>		<b>1,883,409.23</b>		
<b>INTERNAL REVENUE SERVICE</b>				
11/5/2010	2746	142,333.22		
			FED INCOME TAX W/H 11/5/10	142,333.22
11/19/2010	2754	130,625.39		
			FED INCOME TAX W/H 11/19/10	130,625.39
<b>Vendor Total</b>		<b>272,958.61</b>		
<b>FYTD for INTERNAL REVENUE SERVICE</b>		<b>1,430,662.92</b>		
<b>LIM &amp; NASCIMENTO ENGINEERING CORP.</b>				
11/15/2010	205104	27,830.67		
			PERRIS BL WIDENING FROM RAM XP	27,830.67
<b>Vendor Total</b>		<b>27,830.67</b>		
<b>FYTD for LIM &amp; NASCIMENTO ENGINEERING CORP.</b>		<b>156,319.34</b>		
<b>MORENO VALLEY PONTIAC/GMC/BUICK</b>				
11/22/2010	205181	67,202.00		
			REIMBURSE-SPECIAL TAX	67,202.00
<b>Vendor Total</b>		<b>67,202.00</b>		
<b>FYTD for MORENO VALLEY PONTIAC/GMC/BUICK</b>		<b>67,202.00</b>		





# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MORENO VALLEY UTILITY</b>				
11/22/2010	205182	61,490.24		
			ELECTRICITY	151.62
			ELECTRICITY	997.13
			ELECTRICITY	272.56
			ELECTRICITY	2,099.72
			ELECTRICITY	12,117.77
			ELECTRICITY	11,998.28
			ELECTRICITY	3,468.00
			ELECTRICITY	5,995.09
			ELECTRICITY	1,136.15
			ELECTRICITY	1,497.59
			ELECTRICITY	12,083.57
			ELECTRICITY	6,996.85
			ELECTRICITY	223.77
			ELECTRICITY	145.30
			ELECTRICITY	93.20
			ELECTRICITY	70.03
			ELECTRICITY	69.90
			ELECTRICITY	150.83
			ELECTRICITY	98.30
			ELECTRICITY	1,824.58
<b>Vendor Total</b>		<b>61,490.24</b>		
<b>FYTD for MORENO VALLEY UTILITY</b>		<b>417,484.20</b>		
<b>NATIONWIDE RETIREMENT SOLUTIONS</b>				
11/5/2010	2743	25,424.92		
			DEF COMP-457 & 401(A) 11/5/10	25,424.92
11/19/2010	2751	25,343.92		
			DEF COMP-457 & 401(A) 11/19/10	25,343.92
<b>Vendor Total</b>		<b>50,768.84</b>		
<b>FYTD for NATIONWIDE RETIREMENT SOLUTIONS</b>		<b>342,116.26</b>		
<b>PERS HEALTH INSURANCE</b>				
11/8/2010	1011031	196,823.82		
			EMPLOYEE HEALTH INS 11/8/10	196,823.82
<b>Vendor Total</b>		<b>196,823.82</b>		
<b>FYTD for PERS HEALTH INSURANCE</b>		<b>983,039.19</b>		
<b>PERS RETIREMENT</b>				
11/15/2010	2748	204,570.96		
			PERS RETIREMENT 11/15/10	204,570.96
11/26/2010	2756	203,891.93		
			PERS RETIREMENT 11/26/10	203,891.93
<b>Vendor Total</b>		<b>408,462.89</b>		
<b>FYTD for PERS RETIREMENT</b>		<b>2,182,618.47</b>		



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PRICE FAMILY CHARITABLE TRUST</b>				
11/29/2010	205291	94,107.00		
			SALES TAX REIMBURSEMENT	94,107.00
<b>Vendor Total</b>		<b>94,107.00</b>		
<b>FYTD for PRICE FAMILY CHARITABLE TRUST</b>		<b>186,596.00</b>		
<b>RIVERSIDE CONSTRUCTION COMPANY, INC</b>				
11/29/2010	205297	187,360.65		
			IRONWOOD AVE/INDIAN BASIN PROJ	45,940.83
			IRONWOOD AVE/INDIAN BASIN PROJ	12,759.26
			IRONWOOD AVE/INDIAN BASIN PROJ	128,660.56
<b>Vendor Total</b>		<b>187,360.65</b>		
<b>FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC</b>		<b>187,360.65</b>		
<b>RIVERSIDE COUNTY SHERIFF</b>				
11/9/2010	1011041	2,740,651.26		
			CONTRACT LAW ENF BILL # 2	253.44
			CONTRACT LAW ENF BILL # 2	495.42
			CONTRACT LAW ENF BILL # 2	507.78
			CONTRACT LAW ENF BILL # 2	953.04
			CONTRACT LAW ENF BILL # 2	994.05
			CONTRACT LAW ENF BILL # 2	1,394.82
			CONTRACT LAW ENF BILL # 2	3,776.96
			CONTRACT LAW ENF BILL # 2	4,497.08
			CONTRACT LAW ENF BILL # 2	7,362.38
			CONTRACT LAW ENF BILL # 2	7,449.20
			CONTRACT LAW ENF BILL # 2	8,071.25
			CONTRACT LAW ENF BILL # 2	19,486.18
			CONTRACT LAW ENF BILL # 2	34,301.58
			CONTRACT LAW ENF BILL # 2	38,750.85
			CONTRACT LAW ENF BILL # 2	44,174.01
			CONTRACT LAW ENF BILL # 2	65,952.19
			CONTRACT LAW ENF BILL # 2	69,793.52
			CONTRACT LAW ENF BILL # 2	74,744.62
			CONTRACT LAW ENF BILL # 2	150,518.27
			CONTRACT LAW ENF BILL # 2	264,931.70
			CONTRACT LAW ENF BILL # 2	349,518.74
			CONTRACT LAW ENF BILL # 2	1,592,724.18
<b>Vendor Total</b>		<b>2,740,651.26</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF</b>		<b>9,687,151.43</b>		
<b>SEMPRA ENERGY SOLUTIONS</b>				
11/1/2010	881419	201,486.26		
			ELECTRICAL ENERGY PURCHASE	201,486.26
<b>Vendor Total</b>		<b>201,486.26</b>		
<b>FYTD for SEMPR ENERGY SOLUTIONS</b>		<b>674,636.79</b>		



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SHELL ENERGY NORTH AMERICA (US) L.P.</b>				
11/1/2010	204924	548,240.00	ELECTRICAL ENERGY PURCHASE	548,240.00
<b>Vendor Total</b>		<b>548,240.00</b>		
		<b>FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.</b>		<b>3,292,974.80</b>
<b>SOUTHERN CALIFORNIA EDISON</b>				
11/1/2010	204927	38,708.78	WDAT CHARGES-GRAHAM	4,372.45
			WDAT CHARGES-GLOBE	10,210.68
			WDAT CHARGES-NANDINA	3,312.59
			WDAT CHARGES-FREDERICK	3,015.99
			WDAT CHARGES-SUBSTATION	17,797.07
11/15/2010	205117	153,277.79	IFA CHARGES-SUBSTATION	14,146.73
			ELECTRICITY	24.66
			ELECTRICITY	417.46
			ELECTRICITY	46.74
			ELECTRICITY	751.85
			ELECTRICITY	1,381.55
			ELECTRICITY	3,102.58
			ELECTRICITY	22.57
			ELECTRICITY	95,342.36
			ELECTRICITY	36,664.43
			ELECTRICITY	852.82
			ELECTRICITY	98.18
			ELECTRICITY	24.02
			ELECTRICITY	25.88
			ELECTRICITY	93.54
			ELECTRICITY	65.52
			ELECTRICITY	72.38
			ELECTRICITY	96.08
			ELECTRICITY	48.44
11/29/2010	205309	33,682.85	WDAT CHARGES-SUBSTATION	11,533.07
			WDAT CHARGES-FREDERICK	2,561.58
			WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-GLOBE	9,167.22
			WDAT CHARGES-NANDINA	3,502.67
			WDAT CHARGES-GRAHAM	4,293.09
<b>Vendor Total</b>		<b>225,669.42</b>		
		<b>FYTD for SOUTHERN CALIFORNIA EDISON</b>		<b>1,305,571.32</b>



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>STANDARD INSURANCE CO</b>				
11/8/2010	205049	31,609.25		
			LIFE & DISABILITY INSURANCE	13,030.21
			LIFE & DISABILITY INSURANCE	18,339.91
			LIFE & DISABILITY INSURANCE	239.13
<b>Vendor Total</b>		<b>31,609.25</b>		
<b>FYTD for STANDARD INSURANCE CO</b>		<b>163,459.90</b>		
<b>TEK WORKS</b>				
11/22/2010	205201	49,491.98		
			REPLACE EBI KEYCARD SYSTEM	49,491.98
<b>Vendor Total</b>		<b>49,491.98</b>		
<b>FYTD for TEK WORKS</b>		<b>49,491.98</b>		
<b>U.S. BANK/CALCARDS</b>				
11/17/2010	1011061	60,845.13		
			CALCARD PYMT CYCLE END 11/8/10	60,845.13
<b>Vendor Total</b>		<b>60,845.13</b>		
<b>FYTD for U.S. BANK/CALCARDS</b>		<b>757,424.14</b>		
<b>VOLUNTEER CENTER OF RIVERSIDE COUNTY</b>				
11/22/2010	881577	30,000.00		
			RENTAL ASSIST SVCS-FUNDS ADV.	30,000.00
<b>Vendor Total</b>		<b>30,000.00</b>		
<b>FYTD for VOLUNTEER CENTER OF RIVERSIDE COUNTY</b>		<b>89,246.70</b>		
<b>WASTE MANAGEMENT</b>				
11/29/2010	205325	128,783.55		
			SOLID WASTE DELINQUENCIES	146,561.46
			SOLID WASTE DELINQUENCIES	-17,777.91
<b>Vendor Total</b>		<b>128,783.55</b>		
<b>FYTD for WASTE MANAGEMENT</b>		<b>178,879.30</b>		
<b>WELLS FARGO CORPORATE TRUST</b>				
11/1/2010	1011011	616,157.97		
			INT ON VARIABLE RATE BOND	616,157.97
<b>Vendor Total</b>		<b>616,157.97</b>		
<b>FYTD for WELLS FARGO CORPORATE TRUST</b>		<b>4,752,871.12</b>		
<b>WRCRCA</b>				
11/22/2010	205217	43,119.54		
			SERVICE COMMERCIAL/OFFICE	38,394.54
			SERVICE COMMERCIAL/OFFICE	4,725.00
<b>Vendor Total</b>		<b>43,119.54</b>		
<b>FYTD for WRCRCA</b>		<b>1,233,786.38</b>		



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
	<b>Subtotal</b>	<u>7,704,906.78</u>		



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHECKS LESS THAN \$25,000</b>				
<b>DEPT OF HEALTH CARE SVCS</b>				
11/29/2010	205221	1,298.16	SETTLEMENT-MEDICAL FEES	1,298.16
<b>Vendor Total</b>		<b>1,298.16</b>		
<b>FYTD for DEPT OF HEALTH CARE SVCS</b>		<b>1,298.16</b>		
<b>452ND AIR MOBILITY WING</b>				
11/8/2010	204942	47.00	MILITARY BALL	47.00
<b>Vendor Total</b>		<b>47.00</b>		
<b>FYTD for 452ND AIR MOBILITY WING</b>		<b>47.00</b>		
<b>A &amp; I REPROGRAPHICS 2406362</b>				
11/1/2010	204874	701.22	RPRGRPHC SVCS-KITCHING ST PROJ	42.74
			RPRGRPHC SVCS-DRACAEA AVE S/W	658.48
11/8/2010	204943	5,530.70	RPRGRPHC SVCS-60/NASON INTRCHG	546.47
			RPRGRPHC SVCS-DAY ST IMPRVMENTS	24.47
			RPRGRPHC SVCS-60/NASON INTRCHG	4,891.14
			RPRGRPHC SVCS-CIVIC CTR IMPRV.	68.62
11/15/2010	205075	424.76	RPRGRPHC SVCS-SUNNYMD INTERSEC	379.10
			RPRGRPHC SVCS-SUNNYMD ADA RAMP	45.66
11/22/2010	205129	1,821.40	RPRGRPHC SVCS-60/NASON INTRCHG	991.69
			RPRGRPHC SVCS-60/NASON INTRCHG	829.71
11/29/2010	205222	510.63	RPRGRPHC SVCS-IRONWD/DAY-BRCLY	421.24
			RPRGRPHC SVCS-PERRIS BL WIDEN	89.39
<b>Vendor Total</b>		<b>8,988.71</b>		
<b>FYTD for A &amp; I REPROGRAPHICS 2406362</b>		<b>16,158.17</b>		
<b>A N R INDUSTRIES, INC</b>				
11/22/2010	205130	19,514.00	REHAB COSTS-13811 BELLCREST CT	19,514.00
11/22/2010	205131	22,964.00	REHAB COSTS-14950 RIO GRANDE	22,964.00
11/22/2010	205132	23,855.50	REHAB COSTS-24591 DELPHINIUM	23,855.50
<b>Vendor Total</b>		<b>66,333.50</b>		
<b>FYTD for A N R INDUSTRIES, INC</b>		<b>203,196.85</b>		



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<b>ADAMS, MARK L.</b>				
11/8/2010	881427	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ADAMS, MARK L.</b>		<b>1,593.65</b>		
<b>ADLERHORST INTERNATIONAL INC.</b>				
11/8/2010	881428	283.34	K-9 TRAINING-PD	283.34
<b>Vendor Total</b>		<b>283.34</b>		
<b>FYTD for ADLERHORST INTERNATIONAL INC.</b>		<b>18,290.41</b>		
<b>ADMINSURE</b>				
11/8/2010	204944	2,600.00	WRKMNS COMP ADMIN SVCS	2,600.00
<b>Vendor Total</b>		<b>2,600.00</b>		
<b>FYTD for ADMINSURE</b>		<b>13,000.00</b>		
<b>ADVANCED ELECTRIC</b>				
11/1/2010	204875	157.00	ELECTRICAL RPRS-CITY HALL	157.00
11/22/2010	205133	1,984.00	ELECT REPAIRS-PARKS	62.00
			ELECT REPAIRS-PARKS	62.00
			ELECT REPAIRS-PARKS	85.00
			ELECT REPAIRS-PARKS	62.00
			ELECT REPAIRS-PARKS	124.00
			ELECT REPAIRS-PARKS	371.00
			ELECT REPAIRS-PARKS	275.00
			ELECT REPAIRS-PARKS	62.00
			ELECT REPAIRS-PARKS	755.00
			ELECT REPAIRS-CFD #1	126.00
11/29/2010	205223	248.00	ELECT REPAIRS-CONF & REC CTR	62.00
			ELECT REPAIRS-CITY YARD	62.00
			EOC GENERATOR ROTATION CHECK	62.00
			EOC GENERATOR ROTATION CHECK	62.00
<b>Vendor Total</b>		<b>2,389.00</b>		
<b>FYTD for ADVANCED ELECTRIC</b>		<b>5,282.60</b>		
<b>AEI-CASC ENGINEERING</b>				
11/22/2010	881550	725.00	PROF CONSULTING SVCS-WQMP	725.00
<b>Vendor Total</b>		<b>725.00</b>		
<b>FYTD for AEI-CASC ENGINEERING</b>		<b>8,899.54</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>AHLERS, ROSCEAL</b>				
11/15/2010	205076	228.00	INSTRUCTION SVCS-6 DAYS	228.00
<b>Vendor Total</b>		<b>228.00</b>		
<b>FYTD for AHLERS, ROSCEAL</b>		<b>304.00</b>		
<b>AKERS, GRETCHEN</b>				
11/8/2010	204945	75.00	REFUND-S/N DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for AKERS, GRETCHEN</b>		<b>75.00</b>		
<b>ALICEA, RICHARD</b>				
11/1/2010	204877	156.50	MILEAGE REIMBURSEMENT	65.50
			MILEAGE REIMBURSEMENT	91.00
11/29/2010	205224	131.50	MILEAGE REIMBURSEMENT	131.50
<b>Vendor Total</b>		<b>288.00</b>		
<b>FYTD for ALICEA, RICHARD</b>		<b>573.00</b>		
<b>ALLIANCE BUS LINES INC</b>				
11/8/2010	204946	3,922.07	BUS SVCS-VALLEY CAMP	348.15
			BUS SVCS-VALLEY CAMP	1,708.26
			BUS SVCS-VALLEY CAMP	808.02
			BUS SVCS-VALLEY CAMP	808.02
			BUS SVCS-VALLEY CAMP	249.62
11/22/2010	205135	379.95	BUS SVCS-STARS	379.95
<b>Vendor Total</b>		<b>4,302.02</b>		
<b>FYTD for ALLIANCE BUS LINES INC</b>		<b>6,851.63</b>		
<b>ALLIANZ LIFE INSURANCE CO</b>				
11/8/2010	204947	75.00	NON-EXEMPT ANNUITY	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for ALLIANZ LIFE INSURANCE CO</b>		<b>375.00</b>		
<b>ALVARADO, JOSE</b>				
11/15/2010	205077	30.00	REFUND-FALSE ALARM CITATION	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for ALVARADO, JOSE</b>		<b>30.00</b>		





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<b>AMERICAN FORENSIC NURSES</b>				
11/8/2010	881429	1,508.88		
			BLOOD DRAWS	1,467.80
			BLOOD DRAWS	41.08
11/15/2010	881522	1,848.60		
			BLOOD DRAWS	41.08
			BLOOD DRAWS	41.08
			BLOOD DRAWS	1,766.44
11/29/2010	881580	1,426.72		
			BLOOD DRAWS	1,426.72
<b>Vendor Total</b>		<b>4,784.20</b>		
<b>FYTD for AMERICAN FORENSIC NURSES</b>		<b>13,052.86</b>		
<b>AMERICAN TOWERS</b>				
11/1/2010	204878	2,573.48		
			LEASE ATC TOWER	2,573.48
<b>Vendor Total</b>		<b>2,573.48</b>		
<b>FYTD for AMERICAN TOWERS</b>		<b>5,146.96</b>		
<b>AMTECH ELEVATOR SERVICES</b>				
11/22/2010	205136	121.92		
			ELEVATOR MAINT-CITY HALL	121.92
<b>Vendor Total</b>		<b>121.92</b>		
<b>FYTD for AMTECH ELEVATOR SERVICES</b>		<b>816.95</b>		
<b>ANAYA, KIM REYE</b>				
11/1/2010	204879	98.50		
			MILEAGE REIMBURSEMENT	98.50
<b>Vendor Total</b>		<b>98.50</b>		
<b>FYTD for ANAYA, KIM REYE</b>		<b>146.90</b>		
<b>ANDERSON, AUDREY</b>				
11/29/2010	205225	25.00		
			REFUND-CANCELLED EVENT	25.00
<b>Vendor Total</b>		<b>25.00</b>		
<b>FYTD for ANDERSON, AUDREY</b>		<b>25.00</b>		
<b>ANIMAL EMERGENCY CLINIC, INC.</b>				
11/1/2010	881403	130.00		
			EMERGENCY VET SVCS	75.00
			EMERGENCY VET SVCS	55.00
11/29/2010	881582	150.00		
			EMERGENCY VET SVCS	75.00
			EMERGENCY VET SVCS	75.00
<b>Vendor Total</b>		<b>280.00</b>		
<b>FYTD for ANIMAL EMERGENCY CLINIC, INC.</b>		<b>1,365.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ANIMAL HEALTH AND SANITARY SUPPLY</b>				
11/22/2010	205137	578.74	CLEANING SUPPLIES-ANML SHLTR	578.74
<b>Vendor Total</b>		<b>578.74</b>		
<b>FYTD for ANIMAL HEALTH AND SANITARY SUPPLY</b>		<b>612.77</b>		
<b>ANIMAL PEST MANAGEMENT SERVICES, INC.</b>				
11/1/2010	204880	1,790.00	PEST CNTRL-PARKS	665.00
			PEST CNTRL-AQDCTS	255.00
			PEST CNTRL-MF/EQSTRN CTR	330.00
			PEST CNTRL-PAL	100.00
			PEST CNTRL-CFD #1	160.00
			PEST CNTRL-GOLF COURSE	180.00
			PEST CNTRL-STARS BLDG	100.00
11/29/2010	205227	1,630.00	PEST CNTRL-PARKS	665.00
			PEST CNTRL-PARKS	255.00
			PEST CNTRL-MARB/EQST CTR	330.00
			PEST CNTRL-PAL	100.00
			PEST CNTRL-GOLF CRS	180.00
			PEST CNTRL-STARS BLDG	100.00
<b>Vendor Total</b>		<b>3,420.00</b>		
<b>FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.</b>		<b>8,790.00</b>		
<b>ARC OF RIVERSIDE COUNTY, THE</b>				
11/29/2010	205228	970.86	CDBG SVCS-MV RES CTR	970.86
<b>Vendor Total</b>		<b>970.86</b>		
<b>FYTD for ARC OF RIVERSIDE COUNTY, THE</b>		<b>970.86</b>		
<b>ARCHIVE MANAGEMENT SERVICE</b>				
11/1/2010	881405	1,422.13	OFFSITE STORAGE SVC-CITY CLRKS	1,422.13
11/22/2010	881551	1,325.08	OFFSITE STORAGE SVC-CITY CLRKS	1,325.08
<b>Vendor Total</b>		<b>2,747.21</b>		
<b>FYTD for ARCHIVE MANAGEMENT SERVICE</b>		<b>7,502.19</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ARROWHEAD WATER</b>				
11/1/2010	204881	150.01		
			WATER PURIF RNTL-CITY HALL	125.01
			WATER PURIF RNTL-STN #48	25.00
11/8/2010	204948	225.00		
			WATER PURIF RNTL-YARD	25.00
			WATER PURIF RNTL-TRLR	25.00
			WATER PURIF RNTL-ANML SHLTR	50.00
			WATER PURIF RNTL-SR CTR	25.00
			WATER PURIF RNTL-SPCL DIST	25.00
			WATER PURIF RNTL-TECH SVCS	25.00
			WATER PURIF RNTL-FAC ANNX	25.00
			WATER PURIF RNTL-CONF & REC CT	25.00
11/15/2010	205078	25.00		
			WATER PURIF RNTL-STARS BLDG	25.00
11/22/2010	205138	25.00		
			WATER PURIF RNTL-EOC	25.00
	<b>Vendor Total</b>	<b>425.01</b>		
<b>FYTD for ARROWHEAD WATER</b>		<b>2,764.73</b>		
<b>ARS BILLIARDS</b>				
11/1/2010	204882	10,875.00		
			POOL TABLES-SENIOR CTR	10,875.00
	<b>Vendor Total</b>	<b>10,875.00</b>		
<b>FYTD for ARS BILLIARDS</b>		<b>10,875.00</b>		
<b>ASG FACILITY</b>				
11/22/2010	205139	376.00		
			INSTRUCTOR SVCS-MIXED MRTL ART	80.00
			INSTRUCTOR SVCS-JIU JITSU	68.00
			INSTRUCTOR SVCS-YTH BOXING	120.00
			INSTRUCTOR SVCS-WRESTLING	48.00
			INSTRUCTOR SVCS-YTH BOXING	60.00
	<b>Vendor Total</b>	<b>376.00</b>		
<b>FYTD for ASG FACILITY</b>		<b>1,877.60</b>		
<b>ASSOCIATED REPRODUCTION SVC</b>				
11/8/2010	204949	32.93		
			LEGAL SVCS	32.93
	<b>Vendor Total</b>	<b>32.93</b>		
<b>FYTD for ASSOCIATED REPRODUCTION SVC</b>		<b>292.93</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>AT&amp;T MOBILITY</b>				
11/1/2010	204883	91.34		
			CELL PH CHRGS-PD MBL CMMND CTR	91.34
11/29/2010	205229	91.34		
			CELL PH CHRGS-PD MBL CMMND CTR	91.34
	<b>Vendor Total</b>	<b>182.68</b>		
<b>FYTD for AT&amp;T MOBILITY</b>		<b>550.93</b>		
<b>AT&amp;T/MCI</b>				
11/8/2010	204950	183.55		
			COMMUNICATION SVCS-PD	183.55
	<b>Vendor Total</b>	<b>183.55</b>		
<b>FYTD for AT&amp;T/MCI</b>		<b>917.75</b>		
<b>AUDREY PATRICK REPORTING SERVICES</b>				
11/8/2010	204951	1,531.16		
			LEGAL SVCS	1,156.12
			LEGAL SVCS	375.04
	<b>Vendor Total</b>	<b>1,531.16</b>		
<b>FYTD for AUDREY PATRICK REPORTING SERVICES</b>		<b>2,831.16</b>		
<b>AWABDY, LUTHER</b>				
11/29/2010	205230	30.00		
			REFUND-FALSE ALARM	30.00
	<b>Vendor Total</b>	<b>30.00</b>		
<b>FYTD for AWABDY, LUTHER</b>		<b>30.00</b>		
<b>AWE</b>				
11/8/2010	204952	730.63		
			ANNUAL LICENSE RNWL-LIBRARY	700.00
			ANNUAL LICENSE RNWL-LIBRARY	30.63
	<b>Vendor Total</b>	<b>730.63</b>		
<b>FYTD for AWE</b>		<b>730.63</b>		
<b>AYALA, NANNERL A.</b>				
11/15/2010	205079	27.67		
			REIMB.-SCWMF ANNL CONFERENCE	27.67
	<b>Vendor Total</b>	<b>27.67</b>		
<b>FYTD for AYALA, NANNERL A.</b>		<b>267.17</b>		
<b>AYALA, SUSAN</b>				
11/22/2010	205140	112.00		
			REFUND-GED CLASS	112.00
	<b>Vendor Total</b>	<b>112.00</b>		
<b>FYTD for AYALA, SUSAN</b>		<b>112.00</b>		



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<b>BACHER, GRACE</b>				
11/8/2010	204953	305.60	RETIREE MED NOV '10	305.60
<b>Vendor Total</b>		<b>305.60</b>		
<b>FYTD for BACHER, GRACE</b>		<b>1,528.00</b>		
<b>BALWINSKI, CHRISTOPHER</b>				
11/8/2010	204954	210.00	SPORTS OFFICIATING SVCS	105.00
			SPORTS OFFICIATING SVCS	105.00
<b>Vendor Total</b>		<b>210.00</b>		
<b>FYTD for BALWINSKI, CHRISTOPHER</b>		<b>315.00</b>		
<b>BANNING VETERINARY HOSPITAL</b>				
11/8/2010	204955	50.75	VET SVCS FOR K9 LEX-PD	50.75
<b>Vendor Total</b>		<b>50.75</b>		
<b>FYTD for BANNING VETERINARY HOSPITAL</b>		<b>50.75</b>		
<b>BAPTISTE, KANDACE</b>				
11/15/2010	205080	1,500.00	TUITION REIMBURSEMENT	1,500.00
<b>Vendor Total</b>		<b>1,500.00</b>		
<b>FYTD for BAPTISTE, KANDACE</b>		<b>1,508.11</b>		
<b>BARNES, DARLENE</b>				
11/8/2010	881430	114.50	RETIREE MED OCT '10	114.50
<b>Vendor Total</b>		<b>114.50</b>		
<b>FYTD for BARNES, DARLENE</b>		<b>687.00</b>		
<b>BECERRA, ROBERTO</b>				
11/22/2010	205141	112.00	REFUND-GED CLASS	112.00
<b>Vendor Total</b>		<b>112.00</b>		
<b>FYTD for BECERRA, ROBERTO</b>		<b>112.00</b>		



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<b>BEMUS LANDSCAPE, INC.</b>				
11/1/2010	204884	16,018.60		
			LANDSCAPE MAINT-E4	15,650.96
			LANDSCAPE MAINT-E4A	367.64
11/15/2010	205081	8,247.58		
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-CFD #1	1,900.00
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-STAR'S BLDG	300.00
			LANDSCAPE MAINT-MVU SUBSTN	630.00
			LANDSCAPE MAINT-MVU	480.00
			LANDSCAPE MAINT-LIBRARY	520.00
			LANDSCAPE MAINT-CONF & REC CTR	1,900.00
			LANDSCAPE MAINT-PSB	1,197.58
			LANDSCAPE MAINT-ANML SHLTR	520.00
11/22/2010	205142	21,642.81		
			LANDSCAPE MAINT-S AQDCT "B"	735.00
			LANDSCAPE MAINT-SENIOR CTR	262.50
			LANDSCAPE MAINT-N AQDCT	525.00
			LANDSCAPE MAINT-S AQDCT "A"	850.50
			LANDSCAPE MAINT-SCE & OLD LAKE	1,785.00
			LANDSCAPE MAINT-PAN AM SECTION	600.00
			LANDSCAPE MAINT-VETERANS MEM	250.00
			LANDSCAPE MAINT-FIRE STATIONS	3,150.00
			LANDSCAPE MAINT-CITY HALL	992.56
			LANDSCAPE MAINT-CITY YARD	250.00
			LANDSCAPE MAINT-ANNEX #1	300.00
			LANDSCAPE MAINT-E3	10,625.00
			LANDSCAPE MAINT-E3A	1,000.00
			LANDSCAPE MAINT-E8	317.25
<b>Vendor Total</b>		<b>45,908.99</b>		
<b>FYTD for BEMUS LANDSCAPE, INC.</b>		<b>216,857.36</b>		
<b>BENESYST</b>				
11/29/2010	881583	20.13		
			COBRA SUBSIDY-M HARPER	14.43
			COBRA SUBSIDY-M HARPER	5.70
<b>Vendor Total</b>		<b>20.13</b>		
<b>FYTD for BENESYST</b>		<b>100.65</b>		
<b>BIO-TOX LABORATORIES</b>				
11/15/2010	205082	6,927.31		
			TOXICOLOGY TESTING SVCS-PD	253.75
			TOXICOLOGY TESTING SVCS-PD	1,441.66
			TOXICOLOGY TESTING SVCS-PD	5,231.90
<b>Vendor Total</b>		<b>6,927.31</b>		
<b>FYTD for BIO-TOX LABORATORIES</b>		<b>25,648.59</b>		



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<b>BLAIR, CHERYL</b>				
11/15/2010	205083	297.00		
			INSTRUCTOR SVCS-BELLY DANCING	243.00
			INSTRUCTOR SVCS-BELLY DANCING	54.00
<b>Vendor Total</b>		<b>297.00</b>		
<b>FYTD for BLAIR, CHERYL</b>		<b>1,269.00</b>		
<b>BLUE SHIELD OF CALIFORNIA</b>				
11/29/2010	205231	278.85		
			HEALTH INS PREMIUMS	278.85
<b>Vendor Total</b>		<b>278.85</b>		
<b>FYTD for BLUE SHIELD OF CALIFORNIA</b>		<b>1,638.27</b>		
<b>BOBITCH, JOHN</b>				
11/22/2010	205143	192.00		
			REFUND-CITATION FEE	192.00
<b>Vendor Total</b>		<b>192.00</b>		
<b>FYTD for BOBITCH, JOHN</b>		<b>192.00</b>		
<b>BOBO II, FELIX</b>				
11/29/2010	205232	118.00		
			MILEAGE REIMBURSEMENT	118.00
<b>Vendor Total</b>		<b>118.00</b>		
<b>FYTD for BOBO II, FELIX</b>		<b>600.50</b>		
<b>BPS TACTICAL, INC</b>				
11/8/2010	204956	10.39		
			EMBROIDERY SVC-PD	10.39
<b>Vendor Total</b>		<b>10.39</b>		
<b>FYTD for BPS TACTICAL, INC</b>		<b>385.58</b>		
<b>BRADY, CHERYL</b>				
11/29/2010	205233	30.00		
			REFUND-FALSE ALARM	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for BRADY, CHERYL</b>		<b>30.00</b>		
<b>BREAKTHROUGH CHURCH</b>				
11/1/2010	204885	355.46		
			REFUND-PLANNING FEES	355.46
<b>Vendor Total</b>		<b>355.46</b>		
<b>FYTD for BREAKTHROUGH CHURCH</b>		<b>355.46</b>		



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<b>BREITKREUZ, THOMAS F.</b>				
11/8/2010	204957	478.02	RETIREE MED JUL-SEP '10	478.02
<b>Vendor Total</b>		<b>478.02</b>		
<b>FYTD for BREITKREUZ, THOMAS F.</b>		<b>969.96</b>		
<b>BRODART CO.</b>				
11/1/2010	204886	1,311.00	TITLE INFO PREVIEW SVC-LIBRARY	1,311.00
11/8/2010	204958	611.38	MISC BOOKS-LIBRARY	368.62
			MISC BOOKS-LIBRARY	40.76
			MISC BOOKS-LIBRARY	21.36
			MISC BOOKS-LIBRARY	83.74
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	20.12
			MISC BOOKS-LIBRARY	38.94
			MISC BOOKS-LIBRARY	16.46
11/22/2010	205219	655.70	MISC BOOKS-LIBRARY	91.70
			MISC BOOKS-LIBRARY	99.47
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	43.18
			MISC BOOKS-LIBRARY	378.59
			MISC BOOKS-LIBRARY	21.38
11/29/2010	881584	139.14	MISC BOOKS-LIBRARY	23.19
			MISC BOOKS-LIBRARY	18.34
			MISC BOOKS-LIBRARY	24.78
			MISC BOOKS-LIBRARY	49.64
			MISC BOOKS-LIBRARY	23.19
<b>Vendor Total</b>		<b>2,717.22</b>		
<b>FYTD for BRODART CO.</b>		<b>17,591.36</b>		
<b>BROSAMER, SHARON</b>				
11/29/2010	205234	30.00	REFUND-FALSE ALARM	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for BROSAMER, SHARON</b>		<b>30.00</b>		
<b>BUCKINGHAM, STAN</b>				
11/8/2010	204959	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for BUCKINGHAM, STAN</b>		<b>1,593.65</b>		





# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BURNS, FELICIANA BELL</b>				
11/8/2010	204960	102.00	REFUND-BSKTBALL REGIST	102.00
<b>Vendor Total</b>		<b>102.00</b>		
<b>FYTD for BURNS, FELICIANA BELL</b>		<b>102.00</b>		
<b>BWI - BOOK WHOLESALERS, INC.</b>				
11/8/2010	204961	34.07	MISC BOOKS-LIBRARY	19.44
			MISC BOOKS-LIBRARY	14.63
11/22/2010	205144	39.38	MISC BOOKS-LIBRARY	39.38
11/29/2010	205235	92.04	MISC BOOKS-LIBRARY	92.04
<b>Vendor Total</b>		<b>165.49</b>		
<b>FYTD for BWI - BOOK WHOLESALERS, INC.</b>		<b>10,515.35</b>		
<b>CAIN, GREGORY</b>				
11/8/2010	881431	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CAIN, GREGORY</b>		<b>1,593.65</b>		
<b>CALIFORNIA DEPARTMENT OF SOCIAL SERVICES</b>				
11/8/2010	204962	880.00	LICENSING FEE	880.00
<b>Vendor Total</b>		<b>880.00</b>		
<b>FYTD for CALIFORNIA DEPARTMENT OF SOCIAL SERVICES</b>		<b>880.00</b>		
<b>CALIFORNIA TRANSCRIPTION, LLC</b>				
11/29/2010	881585	81.42	TRANSCRIPTION SVCS-PLANNING	81.42
<b>Vendor Total</b>		<b>81.42</b>		
<b>FYTD for CALIFORNIA TRANSCRIPTION, LLC</b>		<b>233.91</b>		
<b>CANNON, ANA M.</b>				
11/8/2010	204963	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CANNON, ANA M.</b>		<b>1,419.10</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CANO, STEPHANIE</b>				
11/8/2010	204964	200.00	REFUND-RNTL DEP 10/16	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for CANO, STEPHANIE</b>		<b>200.00</b>		
<b>CANON BUSINESS SOLUTIONS, INC.</b>				
11/29/2010	881586	7,251.04	COPY SERVICE	6,667.48
			COPY OVERRAGES	0.15
			COPY SERVICE-SALES TAX	583.41
<b>Vendor Total</b>		<b>7,251.04</b>		
<b>FYTD for CANON BUSINESS SOLUTIONS, INC.</b>		<b>16,758.26</b>		
<b>CANON FINANCIAL SERVICES, INC.</b>				
11/29/2010	205236	7,590.68	COPIERS LEASE	7,059.29
			COPIERS LEASE-SALES TAX	531.39
<b>Vendor Total</b>		<b>7,590.68</b>		
<b>FYTD for CANON FINANCIAL SERVICES, INC.</b>		<b>37,953.40</b>		
<b>CARING CARS, INC</b>				
11/8/2010	204965	57.00	REFUND-BUS LIC OVRPMT	57.00
<b>Vendor Total</b>		<b>57.00</b>		
<b>FYTD for CARING CARS, INC</b>		<b>57.00</b>		
<b>CARMONA, ANA</b>				
11/29/2010	205237	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for CARMONA, ANA</b>		<b>20.00</b>		
<b>CARTER, ROSALYN</b>				
11/8/2010	881432	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CARTER, ROSALYN</b>		<b>1,687.72</b>		
<b>CASA FOR RIVERSIDE COUNTY, INC.</b>				
11/29/2010	881587	1,859.79	CDBG SVCS-SPCL ADVOCATES PRGM	1,859.79
<b>Vendor Total</b>		<b>1,859.79</b>		
<b>FYTD for CASA FOR RIVERSIDE COUNTY, INC.</b>		<b>1,969.89</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CATHOLIC CHARITIES</b>				
11/29/2010	205238	18,182.48		
			HPRP SVCS-RNTL ASSISTANCE	13,006.44
			HPRP SVCS-RNTL ARREARS	950.00
			HPRP SVCS-RNTL ASSISTANCE	4,226.04
<b>Vendor Total</b>		<b>18,182.48</b>		
<b>FYTD for CATHOLIC CHARITIES</b>		<b>104,233.51</b>		
<b>CCTN TITLE PASADENA</b>				
11/22/2010	205145	859.56		
			OVRPMT-24327 DYNA PL	859.56
<b>Vendor Total</b>		<b>859.56</b>		
<b>FYTD for CCTN TITLE PASADENA</b>		<b>859.56</b>		
<b>CEMEX</b>				
11/1/2010	204887	659.91		
			CEMENT PURCHASE	251.00
			CEMENT PURCHASE	408.91
11/8/2010	204966	290.47		
			CEMENT PURCHASE	290.47
11/29/2010	205239	1,813.26		
			CEMENT PURCHASE	310.21
			CEMENT PURCHASE	468.12
			CEMENT PURCHASE	468.12
			CEMENT PURCHASE	566.81
<b>Vendor Total</b>		<b>2,763.64</b>		
<b>FYTD for CEMEX</b>		<b>3,482.76</b>		
<b>CHACON, NATIVIDA A</b>				
11/22/2010	205146	54.50		
			REFUND-CITATION OVERPYMT.	54.50
<b>Vendor Total</b>		<b>54.50</b>		
<b>FYTD for CHACON, NATIVIDA A</b>		<b>54.50</b>		
<b>CHANCY, CHIZURU</b>				
11/22/2010	205147	140.40		
			INSTRUCTOR SVCS-HAWAIIAN DANCE	70.20
			INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
			INSTRUCTOR SVCS-HAWAIIAN DANCE	23.40
<b>Vendor Total</b>		<b>140.40</b>		
<b>FYTD for CHANCY, CHIZURU</b>		<b>702.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHANDLER ASSET MANAGEMENT, INC</b>				
11/22/2010	881553	8,872.00	INVESTMENT MGMT SVCS	8,872.00
<b>Vendor Total</b>		<b>8,872.00</b>		
<b>FYTD for CHANDLER ASSET MANAGEMENT, INC</b>		<b>43,950.00</b>		
<b>CHAPMAN, STEVE</b>				
11/8/2010	204967	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CHAPMAN, STEVE</b>		<b>1,593.65</b>		
<b>CHAPPELL, ISAAC</b>				
11/8/2010	881433	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CHAPPELL, ISAAC</b>		<b>1,593.65</b>		
<b>CHERRY VALLEY FEED</b>				
11/29/2010	205240	163.10	MISC K-9 FOOD-PD	163.10
<b>Vendor Total</b>		<b>163.10</b>		
<b>FYTD for CHERRY VALLEY FEED</b>		<b>636.04</b>		
<b>CHISVIN AND ASSOCIATES</b>				
11/29/2010	205241	14,065.41	SETTLEMENT-LEGAL FEES	14,065.41
<b>Vendor Total</b>		<b>14,065.41</b>		
<b>FYTD for CHISVIN AND ASSOCIATES</b>		<b>14,065.41</b>		
<b>CHRISTIAN, ANNA</b>				
11/29/2010	205242	25.00	REFUND-CANCELLED EVENT	15.00
			REFUND-CANCELLED EVENT	10.00
<b>Vendor Total</b>		<b>25.00</b>		
<b>FYTD for CHRISTIAN, ANNA</b>		<b>25.00</b>		
<b>CHRISTIAN, OWEN</b>				
11/8/2010	881434	194.53	RETIREE MED NOV '10	194.53
<b>Vendor Total</b>		<b>194.53</b>		
<b>FYTD for CHRISTIAN, OWEN</b>		<b>972.65</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CIC VALUATION GROUP, INC</b>				
11/29/2010	205243	3,500.00	PERRIS BL WIDENING SB AT SR-60	3,500.00
<b>Vendor Total</b>		<b>3,500.00</b>		
<b>FYTD for CIC VALUATION GROUP, INC</b>		<b>3,500.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CINTAS CORPORATION</b>				
11/1/2010	204888	365.07		
			UNIFORM RNTL SVC-PURCHASING	3.96
			UNIFORM RNTL SVC-PARKS STAFF	53.01
			UNIFORM RNTL SVC-PARKS STAFF	53.01
			UNIFORM RNTL SVC-CFD #1 STAFF	13.77
			UNIFORM RNTL SVC-CFD #1 STAFF	13.77
			UNIFORM RNTL SVC-GOLF CRS STAF	5.85
			UNIFORM RNTL SVC-GOLF CRS STAF	5.85
			UNIFORM RNTL SVC-GOLF CRS STAF	5.85
			UNIFORM RNTL SVC-GRAFFITI RMVL	8.37
			UNIFORM RNTL SVC-EQUIP MAINT	70.59
			UNIFORM RNTL SVC-TREE MAINT	8.37
			UNIFORM RNTL SVC-ST SWEEPING	5.58
			UNIFORM RNTL SVC-DRAIN MAINT	2.79
			UNIFORM RNTL SVC-ST MAINT	89.28
			UNIFORM RNTL SVC-CONCRETE MAIN	8.37
			UNIFORM RNTL SVC-FAC MAINT	16.65
11/8/2010	204968	155.28		
			UNIFORM RNTL SVC-PURCHASING	3.96
			UNIFORM RNTL SVC-PURCHASING	3.96
			UNIFORM RNTL SVC-PURCHASING	3.96
			UNIFORM RNTL SVC-PURCHASING	3.96
			UNIFORM RNTL SVC-TRAFFIC MAINT	11.23
			UNIFORM RNTL SVC-TRAFFIC MAINT	11.23
			UNIFORM RNTL SVC-SIGNING STAFF	13.85
			UNIFORM RNTL SVC-SIGNING STAFF	13.85
			UNIFORM RNTL SVC-PARK MAINT	53.01
			UNIFORM RNTL SVC-CFD #1 STAFF	13.77
			UNIFORM RNTL SVC-FAC MAINT	16.65
			UNIFORM RNTL SVC-GOLF COURSE	5.85
11/15/2010	205084	36.29		
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-FAC MAINT	16.70
			UNIFORM RNTL SVC-GOLF CRS STAF	5.85
11/29/2010	205245	514.91		
			UNIFORM RNTL SVC-GRAFFITI CREW	8.37
			UNIFORM RNTL SVC-GRAFFITI CREW	8.40
			UNIFORM RNTL SVC-GRAFFITI CREW	9.51
			UNIFORM RNTL SVC-EQUIP MAINT	25.59
			UNIFORM RNTL SVC-EQUIP MAINT	25.62
			UNIFORM RNTL SVC-EQUIP MAINT	25.62
			UNIFORM RNTL SVC-TREE MAINT	8.37
			UNIFORM RNTL SVC-TREE MAINT	8.40
			UNIFORM RNTL SVC-TREE MAINT	9.51
			UNIFORM RNTL SVC-ST SWEEPING	5.58
			UNIFORM RNTL SVC-ST SWEEPING	5.60
			UNIFORM RNTL SVC-ST SWEEPING	6.34
			UNIFORM RNTL SVC-DRAIN MAINT	2.79
			UNIFORM RNTL SVC-DRAIN MAINT	2.80
			UNIFORM RNTL SVC-DRAIN MAINT	3.17
			UNIFORM RNTL SVC-ST MAINT	44.28
			UNIFORM RNTL SVC-ST MAINT	44.42



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-ST MAINT	49.60
			UNIFORM RNTL SVC-CONCRETE MAIN	8.37
			UNIFORM RNTL SVC-CONCRETE MAIN	8.40
			UNIFORM RNTL SVC-CONCRETE MAIN	9.51
			UNIFORM RNTL SVC-PARKS STAFF	50.19
			UNIFORM RNTL SVC-PARKS STAFF	52.42
			UNIFORM RNTL SVC-PURCHASING	3.96
			UNIFORM RNTL SVC-PURCHASING	3.96
			UNIFORM RNTL SVC-PURCHASING	3.94
			UNIFORM RNTL SVC-PURCHASING	3.94
			UNIFORM RNTL SVC-TRAFFIC MAINT	11.24
			UNIFORM RNTL SVC-TRAFFIC MAINT	12.79
			UNIFORM RNTL SVC-SIGNING STAFF	13.85
			UNIFORM RNTL SVC-SIGNING STAFF	15.82
			UNIFORM RNTL SVC-FAC MAINT	16.70
			UNIFORM RNTL SVC-GOLF CRS STAF	5.85
<b>Vendor Total</b>		<b>1,071.55</b>		
<b>FYTD for CINTAS CORPORATION</b>		<b>4,939.95</b>		
<b>CITY OF MORENO VALLEY VEBA TRUST</b>				
11/8/2010	881435	4,050.00		
			EXEMPT VEBA	-37.50
			EXEMPT VEBA	4,087.50
<b>Vendor Total</b>		<b>4,050.00</b>		
<b>FYTD for CITY OF MORENO VALLEY VEBA TRUST</b>		<b>20,450.00</b>		
<b>COHEN &amp; GOLDFRIED</b>				
11/22/2010	205148	1,560.00		
			LEGAL SERVICES	1,560.00
<b>Vendor Total</b>		<b>1,560.00</b>		
<b>FYTD for COHEN &amp; GOLDFRIED</b>		<b>1,560.00</b>		
<b>COLETTA, LEANN M.</b>				
11/15/2010	205085	105.00		
			10/29-11/5/10 IAEM CONFERENCE	105.00
<b>Vendor Total</b>		<b>105.00</b>		
<b>FYTD for COLETTA, LEANN M.</b>		<b>567.00</b>		
<b>COLONIAL SUPPLEMENTAL INSURANCE</b>				
11/8/2010	204969	7,086.27		
			SUPPLEMENTAL INSURANCE	7,086.27
11/29/2010	205246	7,086.27		
			SUPPLEMENTAL INSURANCE	7,086.27
<b>Vendor Total</b>		<b>14,172.54</b>		
<b>FYTD for COLONIAL SUPPLEMENTAL INSURANCE</b>		<b>42,671.70</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COMMUNITY ASSISTANCE PROGRAM - CAP</b>				
11/29/2010	881588	7,465.99		
			CDBG SVCS-FOOD DIST PRGM	2,515.41
			CDBG SVCS-FOOD DIST PRGM	2,380.30
			CDBG SVCS-FOOD DIST PRGM	2,570.28
<b>Vendor Total</b>		<b>7,465.99</b>		
<b>FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP</b>		<b>13,721.24</b>		
<b>COMMUNITY HEALTH CHARITIES</b>				
11/8/2010	204970	151.47		
			CHC CONTRIBUTIONS	151.47
11/22/2010	205149	151.47		
			CHC CONTRIBUTIONS	151.47
<b>Vendor Total</b>		<b>302.94</b>		
<b>FYTD for COMMUNITY HEALTH CHARITIES</b>		<b>1,666.17</b>		
<b>COMMUNITY HEALTH SYSTEMS, INC</b>				
11/29/2010	205247	2,500.00		
			CITY SPONSORSHIP	2,500.00
<b>Vendor Total</b>		<b>2,500.00</b>		
<b>FYTD for COMMUNITY HEALTH SYSTEMS, INC</b>		<b>2,500.00</b>		
<b>COMPETITIVE STRIDE</b>				
11/8/2010	204971	1,065.75		
			SPORTS AWARDS-PARKS	508.95
			SPORTS AWARDS-PARKS	556.80
11/22/2010	205150	115.28		
			SPORTS AWARDS-PARKS	115.28
11/29/2010	205248	500.25		
			SPORTS AWARDS-PARKS	500.25
<b>Vendor Total</b>		<b>1,681.28</b>		
<b>FYTD for COMPETITIVE STRIDE</b>		<b>3,032.50</b>		
<b>CONTINUING EDUCATION OF THE BAR</b>				
11/8/2010	204972	159.59		
			LEGAL PUBLICATIONS	159.59
11/15/2010	205086	343.99		
			LEGAL PUBLICATIONS	343.99
<b>Vendor Total</b>		<b>503.58</b>		
<b>FYTD for CONTINUING EDUCATION OF THE BAR</b>		<b>677.85</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CONVERT-A-DOC</b>				
11/8/2010	204973	630.32	SCANNING SVCS-LAND DEV	630.32
<b>Vendor Total</b>		<b>630.32</b>		

<b>FYTD for CONVERT-A-DOC</b>	<b>4,654.38</b>
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COSTCO</b>				
11/1/2010	204889	135.64	MISC SUPPLIES-STARS	135.64
11/8/2010	204974	1,891.33	MISC SUPPLIES-STARS	77.70
			MISC SUPPLIES-STARS	113.50
			MISC SUPPLIES-STARS	32.14
			MISC SUPPLIES-STARS	259.65
			MISC SUPPLIES-STARS	109.70
			MISC SUPPLIES-STARS	650.71
			MISC SUPPLIES-STARS	156.87
			MISC SUPPLIES-SKATE PARK	42.55
			MISC SUPPLIES-PARKS	448.51
11/15/2010	205087	972.20	MISC SUPPLIES-EMP GIVING CMPGN	220.26
			MISC SUPPLIES-STARS	76.09
			MISC SUPPLIES-STARS	675.85
11/29/2010	205249	2,084.52	MISC SUPPLIES-STARS	278.62
			MISC SUPPLIES-STARS	102.06
			MISC SUPPLIES-STARS	60.21
			MISC SUPPLIES-STARS	112.21
			MISC SUPPLIES-STARS	116.49
			MISC SUPPLIES-CHILDS PLC	1,388.58
			MISC SUPPLIES-SKATE PARK	26.35
<b>Vendor Total</b>		<b>5,083.69</b>		

<b>FYTD for COSTCO</b>	<b>27,192.30</b>
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COUNSELING TEAM, THE</b>				
11/8/2010	204975	1,250.00	EMP COUNSELING SVCS	1,250.00
<b>Vendor Total</b>		<b>1,250.00</b>		

<b>FYTD for COUNSELING TEAM, THE</b>	<b>7,500.00</b>
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COVENTRY PET RESORT</b>				
11/8/2010	204977	225.07	FOOD FOR K9 DUKE-PD	114.77
			FOOD FOR K9 ACE-PD	110.30
<b>Vendor Total</b>		<b>225.07</b>		

<b>FYTD for COVENTRY PET RESORT</b>	<b>445.67</b>
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CPRS DISTRICT XIII</b>				
11/15/2010	205088	25.00	REGION 4 MINI CONF-K CALLISTER	25.00
<b>Vendor Total</b>		<b>25.00</b>		
<b>FYTD for CPRS DISTRICT XIII</b>		<b>25.00</b>		
<b>CRAIG, LAIRD</b>				
11/8/2010	204978	70.00	SPORTS OFFICIATING SVCS	70.00
<b>Vendor Total</b>		<b>70.00</b>		
<b>FYTD for CRAIG, LAIRD</b>		<b>105.00</b>		
<b>CRANE ARCHITECTURAL GROUP</b>				
11/29/2010	205250	195.00	PUB SFTY BLDG RENOVATIONS PROJ	195.00
<b>Vendor Total</b>		<b>195.00</b>		
<b>FYTD for CRANE ARCHITECTURAL GROUP</b>		<b>6,702.50</b>		
<b>CREATIVE PROMOTIONAL IDEAS</b>				
11/29/2010	205251	587.77	SODA CAP LIDS-RECYCLING PRGM	500.00
			SODA CAP LIDS-RECYCLING PRGM	41.83
			SODA CAP LIDS-RECYCLING PRGM	45.94
<b>Vendor Total</b>		<b>587.77</b>		
<b>FYTD for CREATIVE PROMOTIONAL IDEAS</b>		<b>587.77</b>		
<b>CREW, INC</b>				
11/8/2010	204979	92.72	REFUND-BUS LIC OVRPMT	92.72
<b>Vendor Total</b>		<b>92.72</b>		
<b>FYTD for CREW, INC</b>		<b>92.72</b>		
<b>CRIME SCENE STERI-CLEAN, LLC</b>				
11/15/2010	205089	500.00	BIO-HAZARD CLEAN UP-PD	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for CRIME SCENE STERI-CLEAN, LLC</b>		<b>1,000.00</b>		
<b>CRITICAL SOLUTIONS</b>				
11/1/2010	204890	19,790.10	EMRGNCY OPS CTR PROJ SVCS	19,790.10
<b>Vendor Total</b>		<b>19,790.10</b>		
<b>FYTD for CRITICAL SOLUTIONS</b>		<b>96,231.58</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CROWN PRINTERS</b>				
11/22/2010	205151	5,218.16		
			OPERATING BUDGET BOOKS	3,806.25
			OPERATING BUDGET BOOKS	1,002.23
			OPERATING BUDGET BOOKS	409.68
<b>Vendor Total</b>		<b>5,218.16</b>		
<b>FYTD for CROWN PRINTERS</b>		<b>5,218.16</b>		
<b>CRUZ, MARIA</b>				
11/29/2010	205252	50.00		
			REFUND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for CRUZ, MARIA</b>		<b>50.00</b>		
<b>CRYSTAL INN HOTEL &amp; SITES</b>				
11/8/2010	204980	371.52		
			K. KRUEGER-11/15-11/19/10 STAY	371.52
<b>Vendor Total</b>		<b>371.52</b>		
<b>FYTD for CRYSTAL INN HOTEL &amp; SITES</b>		<b>371.52</b>		
<b>CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH</b>				
11/29/2010	205253	1,314.00		
			HEALTH PERMIT FEE	219.00
			HEALTH PERMIT FEE	219.00
			HEALTH PERMIT FEE	219.00
			HEALTH PERMIT FEE	219.00
			HEALTH PERMIT FEE	219.00
			HEALTH PERMIT FEE	219.00
<b>Vendor Total</b>		<b>1,314.00</b>		
<b>FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH</b>		<b>11,244.36</b>		
<b>CURTIS, SALLEY S.</b>				
11/22/2010	205152	83.00		
			REFUND-CITATION FEE	83.00
<b>Vendor Total</b>		<b>83.00</b>		
<b>FYTD for CURTIS, SALLEY S.</b>		<b>83.00</b>		
<b>D &amp; D SERVICES DBA D &amp; D DISPOSAL, INC.</b>				
11/29/2010	205254	745.00		
			DISPOSAL SVCS-ANML SHLTR	745.00
<b>Vendor Total</b>		<b>745.00</b>		
<b>FYTD for D &amp; D SERVICES DBA D &amp; D DISPOSAL, INC.</b>		<b>5,725.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>D H TAD LOWREY &amp; GAYLE A LOWREY</b>				
11/29/2010	881589	1,008.00	BOND HOLDER PAYMENT	1,008.00
<b>Vendor Total</b>		<b>1,008.00</b>		
<b>FYTD for D H TAD LOWREY &amp; GAYLE A LOWREY</b>		<b>1,008.00</b>		
<b>DACOLIAS, RAY</b>				
11/22/2010	205153	114.00	INSTRUCTION SVCS-3 DAYS	114.00
<b>Vendor Total</b>		<b>114.00</b>		
<b>FYTD for DACOLIAS, RAY</b>		<b>114.00</b>		
<b>DALE, KATHLEEN</b>				
11/8/2010	881436	315.59	RETIREE MED NOV '10	315.59
<b>Vendor Total</b>		<b>315.59</b>		
<b>FYTD for DALE, KATHLEEN</b>		<b>1,577.95</b>		
<b>DATA TICKET, INC.</b>				
11/1/2010	881406	6,926.86	CITATION PRCSSNG-ANML SVCS	615.05
			CITATION PRCSSNG-BLDG & SFTY	221.50
			CITATION PRCSSNG-CODE	1,478.34
			CITATION PRCSSNG-PD	4,611.97
11/29/2010	881590	105.00	MAINT/SUPPORT-PARKING APPLC	105.00
<b>Vendor Total</b>		<b>7,031.86</b>		
<b>FYTD for DATA TICKET, INC.</b>		<b>105,953.87</b>		
<b>DATAQUICK CORPORATE HEADQUARTERS</b>				
11/22/2010	205154	130.50	ONLINE SVCS-PD	130.50
<b>Vendor Total</b>		<b>130.50</b>		
<b>FYTD for DATAQUICK CORPORATE HEADQUARTERS</b>		<b>652.50</b>		
<b>DAVID EVANS &amp; ASSOCIATES, INC.</b>				
11/29/2010	205255	2,201.50	SUNNYMD BLVD REVIT PROJ SVCS	2,201.50
<b>Vendor Total</b>		<b>2,201.50</b>		
<b>FYTD for DAVID EVANS &amp; ASSOCIATES, INC.</b>		<b>10,065.35</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>DEBINAIRE COMPANY</b>				
11/1/2010	204891	1,315.66		
			BOILER REPAIR-PSB	500.00
			BOILER REPAIR-PSB	390.66
			BOILER MAINT-CITY HALL	140.00
			BOILER MAINT-CONF & REC CTR	95.00
			BOILER MAINT-ANML SHLTR	190.00
11/8/2010	204981	235.00		
			BOILER MAINT-PSB	9.34
			BOILER MAINT-PSB	225.66
<b>Vendor Total</b>		<b>1,550.66</b>		
<b>FYTD for DEBINAIRE COMPANY</b>		<b>1,550.66</b>		
<b>DEL REY APPRAISAL SRVCS</b>				
11/1/2010	204892	0.00		
			APPRAISAL SVC-NSP	375.00
			APPRAISAL SVC-NSP	-375.00
<b>Vendor Total</b>		<b>0.00</b>		
<b>FYTD for DEL REY APPRAISAL SRVCS</b>		<b>1,500.00</b>		
<b>DELTA DENTAL</b>				
11/8/2010	204982	11,564.21		
			EMPLOYEE DENTAL INSURANCE	11,564.21
<b>Vendor Total</b>		<b>11,564.21</b>		
<b>FYTD for DELTA DENTAL</b>		<b>56,484.50</b>		
<b>DELTACARE USA</b>				
11/15/2010	205090	6,304.53		
			EMPLOYEE DENTAL INSURANCE	6,304.53
<b>Vendor Total</b>		<b>6,304.53</b>		
<b>FYTD for DELTACARE USA</b>		<b>31,754.72</b>		
<b>DENNIS GRUBB &amp; ASSOCIATES, LLC</b>				
11/1/2010	881407	2,530.00		
			PLAN REVIEW SVCS-FIRE PREV	2,530.00
11/15/2010	881523	1,555.00		
			PLAN REVIEW SVCS-FIRE PREV	1,555.00
11/29/2010	881591	2,855.00		
			PLAN REVIEW SVCS-FIRE PREV	2,855.00
<b>Vendor Total</b>		<b>6,940.00</b>		
<b>FYTD for DENNIS GRUBB &amp; ASSOCIATES, LLC</b>		<b>44,570.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>DEPARTMENT OF CONSUMER AFFAIRS</b>				
11/22/2010	205155	125.00	LICENSE RENEWAL-P KUMAR	125.00
<b>Vendor Total</b>		<b>125.00</b>		
<b>FYTD for DEPARTMENT OF CONSUMER AFFAIRS</b>		<b>125.00</b>		
<b>DEVITA, ANGELA</b>				
11/29/2010	205256	50.00	REFUND-MMA CLASS	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for DEVITA, ANGELA</b>		<b>50.00</b>		
<b>DIAL ONE'S ONE HOUR AIR COND. &amp; HEATING</b>				
11/29/2010	205257	154.00	REFUND-PERMIT FEES	32.00
			REFUND-PERMIT FEES	122.00
<b>Vendor Total</b>		<b>154.00</b>		
<b>FYTD for DIAL ONE'S ONE HOUR AIR COND. &amp; HEATING</b>		<b>154.00</b>		
<b>DIAZ, GERARDO</b>				
11/8/2010	204983	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for DIAZ, GERARDO</b>		<b>20.00</b>		
<b>DLS LANDSCAPE, INC</b>				
11/22/2010	205156	12,390.00	LANDSCAPE MAINT-CFD #1	2,160.00
			LANDSCAPE MAINT-ZONE A	10,230.00
<b>Vendor Total</b>		<b>12,390.00</b>		
<b>FYTD for DLS LANDSCAPE, INC</b>		<b>61,950.00</b>		
<b>DOMINGUEZ, ALICIA</b>				
11/29/2010	205258	35.00	REFUND-CITATION OVRPMT	35.00
<b>Vendor Total</b>		<b>35.00</b>		
<b>FYTD for DOMINGUEZ, ALICIA</b>		<b>35.00</b>		
<b>DOMINGUEZ, MARIA</b>				
11/1/2010	204893	50.00	REFUND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for DOMINGUEZ, MARIA</b>		<b>50.00</b>		



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<b>DORY, ALLEEN F.</b>				
11/8/2010	204984	194.53	RETIREE MED NOV '10	194.53
<b>Vendor Total</b>		<b>194.53</b>		
<b>FYTD for DORY, ALLEEN F.</b>		<b>972.65</b>		
<b>DUDEK ENGINEERING &amp; ENVIRONMENTAL</b>				
11/29/2010	881592	2,737.50	DAY ST.-ALESSANDRO TO COTTONWD	2,737.50
<b>Vendor Total</b>		<b>2,737.50</b>		
<b>FYTD for DUDEK ENGINEERING &amp; ENVIRONMENTAL</b>		<b>2,737.50</b>		
<b>DUE NORTH CONSULTING, INC</b>				
11/15/2010	205091	2,853.00	ADVERTISING SVCS-EDD	2,853.00
<b>Vendor Total</b>		<b>2,853.00</b>		
<b>FYTD for DUE NORTH CONSULTING, INC</b>		<b>2,853.00</b>		
<b>DURAN, BLANCA</b>				
11/22/2010	205157	399.00	INSTRUCTOR SVCS-FOLKLORIC DANC	399.00
<b>Vendor Total</b>		<b>399.00</b>		
<b>FYTD for DURAN, BLANCA</b>		<b>1,554.00</b>		
<b>DYE, THOMAS JARAD</b>				
11/22/2010	205158	93.00	REFUND-CITATION FEE	93.00
<b>Vendor Total</b>		<b>93.00</b>		
<b>FYTD for DYE, THOMAS JARAD</b>		<b>93.00</b>		
<b>E.R. BLOCK PLUMBING &amp; HEATING, INC.</b>				
11/15/2010	205092	140.00	BACKFLOW TESTING-ZN D	140.00
11/22/2010	205159	3,298.96	BACKFLOW RPLCMNT-PARTS	650.59
			BACKFLOW RPLCMNT-LABOR	187.50
			BACKFLOW RPLCMNT-PARTS	597.19
			BACKFLOW RPLCMNT-LABOR	187.50
			BACKFLOW RPLCMNT-PARTS	650.59
			BACKFLOW RPLCMNT-LABOR	187.50
			BACKFLOW RPLCMNT-PARTS	650.59
			BACKFLOW RPLCMNT-LABOR	187.50
<b>Vendor Total</b>		<b>3,438.96</b>		
<b>FYTD for E.R. BLOCK PLUMBING &amp; HEATING, INC.</b>		<b>13,257.06</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>EADIE AND PAYNE LLP.</b>				
11/8/2010	204985	3,500.00	PROF SVCS-ASES GRANT	3,500.00
<b>Vendor Total</b>		<b>3,500.00</b>		
<b>FYTD for EADIE AND PAYNE LLP.</b>		<b>32,585.00</b>		
<b>EASTERN MUNICIPAL WATER DISTRICT</b>				
11/8/2010	204986	4,257.08	WATER CHARGES	245.67
			WATER CHARGES	410.64
			WATER CHARGES	605.53
			WATER CHARGES	1,969.82
			WATER CHARGES	251.58
			WATER CHARGES	232.80
			WATER CHARGES	369.95
			WATER CHARGES	171.09
11/29/2010	205259	14,682.90	WATER CHARGES	85.93
			WATER CHARGES	940.96
			WATER CHARGES	161.50
			WATER CHARGES	774.37
			WATER CHARGES	222.28
			WATER CHARGES	269.10
			WATER CHARGES	3,972.49
			WATER CHARGES	558.83
			WATER CHARGES	194.64
			WATER CHARGES	3,771.49
			WATER CHARGES	1,617.50
			WATER CHARGES	1,909.19
			WATER CHARGES	26.04
			WATER CHARGES	73.16
			WATER CHARGES	105.42
<b>Vendor Total</b>		<b>18,939.98</b>		
<b>FYTD for EASTERN MUNICIPAL WATER DISTRICT</b>		<b>916,158.04</b>		
<b>EBSCO SUBSCRIPTION SERVICE</b>				
11/8/2010	204987	3,495.70	SUBSCRIPTIONS RENEWALS-LIBRARY	3,495.70
<b>Vendor Total</b>		<b>3,495.70</b>		
<b>FYTD for EBSCO SUBSCRIPTION SERVICE</b>		<b>3,495.70</b>		
<b>EDGELANE MOBILE PARK</b>				
11/8/2010	881438	10.42	REFUND-UTILITY USER TAXES	10.42
<b>Vendor Total</b>		<b>10.42</b>		
<b>FYTD for EDGELANE MOBILE PARK</b>		<b>52.00</b>		





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<b>EGGERSTEN, ANNE</b>				
11/8/2010	204988	305.60	RETIREE MED NOV '10	305.60
<b>Vendor Total</b>		<b>305.60</b>		
<b>FYTD for EGGERSTEN, ANNE</b>		<b>1,528.00</b>		
<b>EL CHICANO NEWSPAPER</b>				
11/22/2010	205161	156.00	NOTICE INV BIDS AD-60/NASON	156.00
<b>Vendor Total</b>		<b>156.00</b>		
<b>FYTD for EL CHICANO NEWSPAPER</b>		<b>156.00</b>		
<b>ELLIOTT, NISHA</b>				
11/1/2010	204896	201.60	INSTRUCTOR SVCS-CARDIO KICKBOX	115.20
			INSTRUCTOR SVCS-CARDIO KICKBOX	86.40
<b>Vendor Total</b>		<b>201.60</b>		
<b>FYTD for ELLIOTT, NISHA</b>		<b>950.40</b>		
<b>ENCO UTILITY SERVICES MORENO VALLEY LLC</b>				
11/15/2010	205094	8,145.86	BAY ST BACKBONE W/O MOR BCH DR	4,000.80
			MORRISON FIRE ST ELECTR DESIGN	1,750.39
			CORP YARD BLDG ELECTR DESIGN	2,394.67
<b>Vendor Total</b>		<b>8,145.86</b>		
<b>FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC</b>		<b>1,114,997.75</b>		
<b>ERGON ASPHALT &amp; EMULSION, INC</b>				
11/29/2010	205261	836.19	ASPHALTIC MATERIALS	836.19
<b>Vendor Total</b>		<b>836.19</b>		
<b>FYTD for ERGON ASPHALT &amp; EMULSION, INC</b>		<b>836.19</b>		
<b>ERMC PROPERTY MANAGEMENT COMPANY OF IL</b>				
11/29/2010	205262	159.75	REFUND-BUS LIC OVRPMT	159.75
<b>Vendor Total</b>		<b>159.75</b>		
<b>FYTD for ERM PROPERTY MANAGEMENT COMPANY OF IL</b>		<b>159.75</b>		
<b>ESCALANTE, RIGOBERTO</b>				
11/29/2010	205263	110.00	REFUND-GED CLASS	110.00
<b>Vendor Total</b>		<b>110.00</b>		
<b>FYTD for ESCALANTE, RIGOBERTO</b>		<b>110.00</b>		



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<b>ESPINOSA, JOHN</b>				
11/22/2010	205163	112.00	REFUND-GED CLASS	112.00
<b>Vendor Total</b>		<b>112.00</b>		
<b>FYTD for ESPINOSA, JOHN</b>		<b>112.00</b>		
<b>ESPINOZA, JOE A</b>				
11/15/2010	205095	418.00	INSTRUCTION SVCS-11 DAYS	418.00
<b>Vendor Total</b>		<b>418.00</b>		
<b>FYTD for ESPINOZA, JOE A</b>		<b>418.00</b>		
<b>ESQUIVIAS, ADRIAN</b>				
11/15/2010	205096	15.00	REFUND-ANIMAL LICENSE	15.00
<b>Vendor Total</b>		<b>15.00</b>		
<b>FYTD for ESQUIVIAS, ADRIAN</b>		<b>15.00</b>		
<b>EVANS ENGRAVING &amp; AWARDS</b>				
11/8/2010	881439	35.88	PLAQUE ENGRAVING SVCS-HR	35.88
11/15/2010	881524	46.77	ENGRAVING SVCS-PD	16.32
			ENGRAVING SVCS-PLANNING	30.45
<b>Vendor Total</b>		<b>82.65</b>		
<b>FYTD for EVANS ENGRAVING &amp; AWARDS</b>		<b>625.24</b>		
<b>EWING IRRIGATION PRODUCTS, INC.</b>				
11/1/2010	204897	128.12	IRRIGATION SUPPLIES-PARKS	106.29
			IRRIGATION SUPPLIES-PARKS	21.83
<b>Vendor Total</b>		<b>128.12</b>		
<b>FYTD for EWING IRRIGATION PRODUCTS, INC.</b>		<b>9,738.93</b>		
<b>EXCEL LANDSCAPE, INC</b>				
11/15/2010	205097	6,756.09	LANDSCAPE MAINT-E7	2,777.17
			LANDSCAPE MAINT-WQB	3,978.92
11/22/2010	205164	3,461.07	LANDSCAPE MAINT-E14	3,461.07
<b>Vendor Total</b>		<b>10,217.16</b>		
<b>FYTD for EXCEL LANDSCAPE, INC</b>		<b>60,905.12</b>		



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<b>FAMILY SERVICE ASSOCIATION</b>				
11/29/2010	205264	23,398.20		
			HPRP SVCS-RNTL ASSISTANCE SVCS	7,197.12
			HPRP SVCS-RNTL ASSISTANCE SVCS	9,026.64
			HPRP SVCS-RNTL ASSISTANCE SVCS	7,174.44
<b>Vendor Total</b>		<b>23,398.20</b>		
<b>FYTD for FAMILY SERVICE ASSOCIATION</b>		<b>63,118.03</b>		
<b>FEENSTRA, JOHN</b>				
11/8/2010	881440	361.25		
			RETIREE MED NOV '10	361.25
<b>Vendor Total</b>		<b>361.25</b>		
<b>FYTD for FEENSTRA, JOHN</b>		<b>1,806.25</b>		
<b>FERRIN, GUVEN</b>				
11/8/2010	204990	20.00		
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for FERRIN, GUVEN</b>		<b>20.00</b>		
<b>FIELDMAN, ROLAPP &amp; ASSOC.</b>				
11/1/2010	204898	9,500.00		
			PROF SERVICES	6,843.33
			PROF SERVICES	2,656.67
<b>Vendor Total</b>		<b>9,500.00</b>		
<b>FYTD for FIELDMAN, ROLAPP &amp; ASSOC.</b>		<b>9,500.00</b>		
<b>FINESSE PERSONNEL ASSOCIATES</b>				
11/22/2010	881554	5,940.01		
			TEMP SVCS-A FEAL W/E 10/9	448.75
			TEMP SVCS-A FEAL W/E 10/9	681.88
			TEMP SVCS-A FEAL W/E 10/16	1,181.25
			TEMP SVCS-A FEAL W/E 10/23	1,215.00
			TEMP SVCS-A FEAL W/E 10/30	1,198.13
			TEMP SVCS-A FEAL W/E 11/6	1,215.00
<b>Vendor Total</b>		<b>5,940.01</b>		
<b>FYTD for FINESSE PERSONNEL ASSOCIATES</b>		<b>28,847.29</b>		
<b>FINGERPRINT AMERICA</b>				
11/15/2010	205098	427.00		
			CHILD IDENTIFICATION KITS-PD	420.86
			CHILD IDENTIFICATION KITS-TAX	43.50
			CHILD IDENTIFICATION KITS	-37.36
<b>Vendor Total</b>		<b>427.00</b>		
<b>FYTD for FINGERPRINT AMERICA</b>		<b>427.00</b>		



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<b>FIRE RESCUE MAGAZINE</b>				
11/8/2010	204991	182.00		
			RENEWALS FOR FIRE STATIONS	182.00
<b>Vendor Total</b>		<b>182.00</b>		
<b>FYTD for FIRE RESCUE MAGAZINE</b>		<b>182.00</b>		
<b>FIRST AMERICAN CORE LOGIC, INC.</b>				
11/8/2010	204992	1,154.00		
			ONLINE PROP INFO-CODE	271.00
			ONLINE PROP INFO-CODE	313.00
			ONLINE PROP INFO-CDD/ADMIN	115.00
			ONLINE PROP INFO-CDD/ADMIN	85.00
			ONLINE PROP INFO-EDD/NSP	200.00
			ONLINE PROP INFO-EDD/NSP	170.00
11/22/2010	205165	646.00		
			ONLINE PROP INFO-CODE	379.00
			ONLINE PROP INFO-CDD	97.00
			ONLINE PROP INFO-EDD	170.00
<b>Vendor Total</b>		<b>1,800.00</b>		
<b>FYTD for FIRST AMERICAN CORE LOGIC, INC.</b>		<b>3,624.00</b>		
<b>FIRST CHOICE SERVICES</b>				
11/8/2010	881441	605.30		
			COFFEE SVCS-EMP PAID	28.38
			COFFEE SVCS-EMP PAID	68.19
			COFFEE SVCS-EMP PAID	38.93
			COFFEE SVCS-EMP PAID	114.95
			COFFEE SVCS-EMP PAID	127.26
			COFFEE SVCS-EMP PAID	69.71
			COFFEE SVCS-EMP PAID	109.50
			COFFEE SVCS-EMP PAID	48.38
11/15/2010	881525	33.62		
			COFFEE SVCS-EMP PAID	33.62
<b>Vendor Total</b>		<b>638.92</b>		
<b>FYTD for FIRST CHOICE SERVICES</b>		<b>3,246.54</b>		
<b>FITNESS 19 CA 155 11C</b>				
11/22/2010	205166	257.00		
			GYM MEMBERSHIP DEDUCTIONS	257.00
<b>Vendor Total</b>		<b>257.00</b>		
<b>FYTD for FITNESS 19 CA 155 11C</b>		<b>1,261.00</b>		
<b>FLORES, JEFF &amp; BRANDY</b>				
11/1/2010	204899	30.00		
			REFUND-FALSE ALARM CITATION	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for FLORES, JEFF &amp; BRANDY</b>		<b>30.00</b>		



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<b>FLOREZ, ROBERT</b>				
11/22/2010	205167	121.50	REIMB-FILTRATION SEMINAR	121.50
<b>Vendor Total</b>		<b>121.50</b>		
<b>FYTD for FLOREZ, ROBERT</b>		<b>121.50</b>		
<b>FOCUS ESTATES, INC</b>				
11/29/2010	205265	4,931.80	MOBILEHOME GRANT PRGM	2,081.80
			MOBILEHOME GRANT PRGM	2,850.00
<b>Vendor Total</b>		<b>4,931.80</b>		
<b>FYTD for FOCUS ESTATES, INC</b>		<b>12,850.00</b>		
<b>FOSTER, NANCY A.</b>				
11/8/2010	881442	315.59	RETIREE MED NOV '10	315.59
<b>Vendor Total</b>		<b>315.59</b>		
<b>FYTD for FOSTER, NANCY A.</b>		<b>1,577.95</b>		
<b>FRANCHISE TAX BOARD</b>				
11/8/2010	204993	50.00	GARNISHMENT	50.00
11/9/2010	205074	10.00	FORM 199 FILING FEE	10.00
11/22/2010	205168	50.00	GARNISHMENT	50.00
<b>Vendor Total</b>		<b>110.00</b>		
<b>FYTD for FRANCHISE TAX BOARD</b>		<b>717.10</b>		
<b>FRANKLIN, L. C.</b>				
11/29/2010	205266	203.00	MILEAGE REIMBURSEMENT	203.00
<b>Vendor Total</b>		<b>203.00</b>		
<b>FYTD for FRANKLIN, L. C.</b>		<b>574.50</b>		
<b>FRESQUEZ, JOHN</b>				
11/8/2010	204994	180.00	SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	60.00
11/22/2010	205169	60.00	SPORTS OFFICIATING SVCS	60.00
<b>Vendor Total</b>		<b>240.00</b>		
<b>FYTD for FRESQUEZ, JOHN</b>		<b>430.00</b>		



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<b>FROST, JOAN CHENG</b>				
11/15/2010	205099	190.00	INSTRUCTION SVCS-5 DAYS	190.00
<b>Vendor Total</b>		<b>190.00</b>		
<b>FYTD for FROST, JOAN CHENG</b>		<b>266.00</b>		
<b>FULBRIGHT &amp; JAWORSKI, L.L.P.</b>				
11/8/2010	204995	2,164.05	LEGAL SERVICES	2,164.05
11/29/2010	205267	13,511.07	LEGAL SERVICES	13,511.07
<b>Vendor Total</b>		<b>15,675.12</b>		
<b>FYTD for FULBRIGHT &amp; JAWORSKI, L.L.P.</b>		<b>19,894.75</b>		
<b>GALLS INC., INLAND UNIFORM</b>				
11/8/2010	204996	505.44	UNIFORM-PD	3.50
			UNIFORM-PD	60.40
			UNIFORM-PD	45.95
			UNIFORM-PD	33.23
			UNIFORM-PD	12.52
			UNIFORM-PD	60.40
			UNIFORM-PD	66.46
			UNIFORM-PD	11.10
			UNIFORM-PD	8.00
			UNIFORM-PD	66.46
			UNIFORM-PD	60.40
			UNIFORM-PD	11.80
			UNIFORM-SECURITY	65.22
11/22/2010	205170	440.22	UNIFORM-PD	137.96
			UNIFORM-PD	141.77
			UNIFORM-PD	160.49
<b>Vendor Total</b>		<b>945.66</b>		
<b>FYTD for GALLS INC., INLAND UNIFORM</b>		<b>2,647.58</b>		
<b>GARCIA, CYNTHIA</b>				
11/29/2010	205268	64.00	REFUND-SHELTER FEE	64.00
<b>Vendor Total</b>		<b>64.00</b>		
<b>FYTD for GARCIA, CYNTHIA</b>		<b>64.00</b>		
<b>GASTON, RICHARD</b>				
11/8/2010	881443	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for GASTON, RICHARD</b>		<b>1,593.65</b>		



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<b>GAVIRIA, ROXANNE</b>				
11/22/2010	205171	240.00		
			REFUND-RNTL DEP 10/30	40.00
			REFUND-RNTL DEP 10/30	200.00
<b>Vendor Total</b>		<b>240.00</b>		
<b>FYTD for GAVIRIA, ROXANNE</b>		<b>240.00</b>		
<b>GENERAL SECURITY SERVICES, INC.</b>				
11/1/2010	881408	276.12		
			SECURITY SVCS-UTILITY ANNEX	276.12
11/8/2010	881444	1,626.04		
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CONF & REC CTR	92.04
			SECURITY SVCS-SENIOR CTR	245.44
11/15/2010	881526	644.28		
			SECURITY SVCS-UTILITY ANNEX	276.12
			SECURITY SVCS-SENIOR CTR	76.70
			SECURITY SVCS-TOWNGATE	122.72
			SECURITY SVCS-TOWNGATE	168.74
11/22/2010	881555	659.62		
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	153.40
			SECURITY SVCS-TOWNGATE	199.42
11/29/2010	881594	813.02		
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-SENIOR CTR	291.46
			SECURITY SVCS-CONF & REC CTR	122.72
			SECURITY SVCS-TOWNGATE	92.04
<b>Vendor Total</b>		<b>4,019.08</b>		
<b>FYTD for GENERAL SECURITY SERVICES, INC.</b>		<b>20,496.16</b>		



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<b>GIBBS, GIDEN, LOCHER, TURNER &amp; SENET LLP</b>				
11/1/2010	881409	14,387.50		
			LEGAL SVCS	11,547.80
			LEGAL SVCS	2,839.70
11/8/2010	881445	12,881.31		
			LEGAL SERVICES	1,314.75
			LEGAL SERVICES	11,566.56
11/15/2010	881527	3,834.75		
			LEGAL SVCS	2,056.75
			LEGAL SVCS	1,298.25
			LEGAL SVCS	479.75
11/29/2010	881595	1,079.07		
			LEGAL SVCS	1,079.07
<b>Vendor Total</b>		<b>32,182.63</b>		
<b>FYTD for GIBBS, GIDEN, LOCHER, TURNER &amp; SENET LLP</b>		<b>66,039.96</b>		
<b>GOD'S HELPING HAND</b>				
11/29/2010	881596	2,250.00		
			CDBG SVCS-FOOD BANK PRGM	750.00
			CDBG SVCS-FOOD BANK PRGM	750.00
			CDBG SVCS-FOOD BANK PRGM	750.00
<b>Vendor Total</b>		<b>2,250.00</b>		
<b>FYTD for GOD'S HELPING HAND</b>		<b>6,000.00</b>		
<b>GONZALES, DOMILENA R.</b>				
11/8/2010	881446	440.52		
			RETIREE MED SEP-OCT '10	440.52
<b>Vendor Total</b>		<b>440.52</b>		
<b>FYTD for GONZALES, DOMILENA R.</b>		<b>1,321.56</b>		
<b>GOZDECKI, DAN</b>				
11/15/2010	881528	567.00		
			INSTRUCTOR SVCS-KUNG FU YTH	324.00
			INSTRUCTOR SVCS-KUNG FU ADLT	243.00
11/29/2010	881597	594.00		
			INSTRUCTOR SVCS-KUNG FU	297.00
			INSTRUCTOR SVCS-KUNG FU	297.00
<b>Vendor Total</b>		<b>1,161.00</b>		
<b>FYTD for GOZDECKI, DAN</b>		<b>4,158.00</b>		





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<b>GRAFFITI TRACKER, INC.</b>				
11/22/2010	881556	9,108.75		
			GRAFFITI ANALYSIS/TRACKING SVC	6,400.00
			GRAFFITI ANALYSIS/TRACKING SVC	2,600.00
			GPS FOR GRAFFITI CAMERA	108.75
<b>Vendor Total</b>		<b>9,108.75</b>		
<b>FYTD for GRAFFITI TRACKER, INC.</b>		<b>21,618.75</b>		
<b>GRANICUS, INC.</b>				
11/29/2010	205269	1,000.00		
			VIDEO STREAMING SVC	1,000.00
<b>Vendor Total</b>		<b>1,000.00</b>		
<b>FYTD for GRANICUS, INC.</b>		<b>5,000.00</b>		
<b>GRANSTROM MASONRY, INC</b>				
11/8/2010	204997	42.81		
			REFUND-BUS LIC OVRPMT	42.81
<b>Vendor Total</b>		<b>42.81</b>		
<b>FYTD for GRANSTROM MASONRY, INC</b>		<b>42.81</b>		
<b>GREINES, MARTIN, STEIN &amp; RICHLAND, LLP</b>				
11/15/2010	881529	8,658.65		
			LEGAL SERVICES	8,658.65
11/29/2010	881598	1,547.70		
			LEGAL SERVICES	1,547.70
<b>Vendor Total</b>		<b>10,206.35</b>		
<b>FYTD for GREINES, MARTIN, STEIN &amp; RICHLAND, LLP</b>		<b>13,436.57</b>		
<b>GRIFFIN, MARLENE C</b>				
11/8/2010	881447	305.60		
			RETIREE MED NOV '10	305.60
<b>Vendor Total</b>		<b>305.60</b>		
<b>FYTD for GRIFFIN, MARLENE C</b>		<b>1,528.00</b>		
<b>GROUP DELTA CONSULTANTS, INC</b>				
11/1/2010	881410	2,983.50		
			DAY ST. IMPRVMENTS PROJ SVCS	2,983.50
11/22/2010	881557	980.00		
			ALESSANDRO/INDIAN SIDEWLK PROJ	980.00
11/29/2010	881599	487.50		
			ALESSANDRO/INDIAN SIDEWLK PROJ	487.50
<b>Vendor Total</b>		<b>4,451.00</b>		
<b>FYTD for GROUP DELTA CONSULTANTS, INC</b>		<b>6,737.50</b>		



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<b>GUIDA SURVEYING, INC.</b>				
11/29/2010	881600	12,231.00		
			DAY ST IMPRVMENTS PROJ SVCS	4,274.00
			IRONWOOD AVE/INDIAN BASIN PROJ	4,957.00
			LASSELLE/MARGARET AVE TRAF SIG	3,000.00
	<b>Vendor Total</b>	<b>12,231.00</b>		
<b>FYTD for GUIDA SURVEYING, INC.</b>		<b>55,024.00</b>		
<b>GUILLAN, REBECCA S.</b>				
11/8/2010	205067	374.40		
			RETIREE MED NOV '10	374.40
	<b>Vendor Total</b>	<b>374.40</b>		
<b>FYTD for GUILLAN, REBECCA S.</b>		<b>1,426.64</b>		
<b>GUILLIS, LINDA B.</b>				
11/8/2010	204998	318.73		
			RETIREE MED NOV '10	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for GUILLIS, LINDA B.</b>		<b>1,593.65</b>		
<b>GUTIERREZ, ROBERT</b>				
11/8/2010	205068	318.73		
			RETIREE MED NOV '10	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for GUTIERREZ, ROBERT</b>		<b>1,593.65</b>		
<b>GUZMAN'S CART SERVICE</b>				
11/15/2010	881530	4,049.00		
			CART RTRVL SVCS-CODE	4,049.00
	<b>Vendor Total</b>	<b>4,049.00</b>		
<b>FYTD for GUZMAN'S CART SERVICE</b>		<b>20,245.00</b>		
<b>HABITAT FOR HUMANITY RIVERSIDE</b>				
11/29/2010	205270	799.50		
			CDBG SVCS-MBLHOME REPAIR PRGM	799.50
	<b>Vendor Total</b>	<b>799.50</b>		
<b>FYTD for HABITAT FOR HUMANITY RIVERSIDE</b>		<b>799.50</b>		
<b>HAISTY, XIU HUA</b>				
11/8/2010	881450	90.00		
			INSTRUCTOR SVCS-TAI CHI	90.00
	<b>Vendor Total</b>	<b>90.00</b>		
<b>FYTD for HAISTY, XIU HUA</b>		<b>150.00</b>		



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<b>HALSTEAD, JUANITA</b>				
11/29/2010	205271	195.25		
			PER DIEM-CITY CLRK NEW LAW SEM	195.25
<b>Vendor Total</b>		<b>195.25</b>		
<b>FYTD for HALSTEAD, JUANITA</b>		<b>195.25</b>		
<b>HAMBURG, IRENE</b>				
11/8/2010	881451	956.19		
			RETIREE MED JUN-AUG '10	956.19
<b>Vendor Total</b>		<b>956.19</b>		
<b>FYTD for HAMBURG, IRENE</b>		<b>1,912.38</b>		
<b>HAMLIN, WILLIAM R.</b>				
11/8/2010	881452	315.59		
			RETIREE MED NOV '10	315.59
<b>Vendor Total</b>		<b>315.59</b>		
<b>FYTD for HAMLIN, WILLIAM R.</b>		<b>1,577.95</b>		
<b>HANES, MARTIN D.</b>				
11/8/2010	881453	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HANES, MARTIN D.</b>		<b>1,593.65</b>		
<b>HANIGAN BUSINESS FORMS</b>				
11/15/2010	881531	1,097.12		
			MV PARKING NOTICES-CODE	997.39
			MV PARKING NOTICES	99.73
11/29/2010	881601	1,525.54		
			MVP PRKNG CITATION BOOKS-CODE	1,525.54
<b>Vendor Total</b>		<b>2,622.66</b>		
<b>FYTD for HANIGAN BUSINESS FORMS</b>		<b>3,966.59</b>		
<b>HARDING, JOHN S.</b>				
11/8/2010	204999	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HARDING, JOHN S.</b>		<b>1,593.65</b>		



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<b>HARRIS &amp; ASSOCIATES</b>				
11/1/2010	204900	9,175.00		
			PROF SERVICES	5,425.00
			PROF SERVICES	3,750.00
11/8/2010	881454	13,445.00		
			PROF SERVICES	13,445.00
<b>Vendor Total</b>		<b>22,620.00</b>		
<b>FYTD for HARRIS &amp; ASSOCIATES</b>		<b>27,065.00</b>		
<b>HARTMANN, RICK</b>				
11/8/2010	205000	318.73		
			RETIREE MED NOV '10	318.73
11/8/2010	205001	5,184.50		
			CONSULTING SVCS-RTS PGRM	5,184.50
11/29/2010	205272	9,796.71		
			CONSULTING SVCS-RTS PRGM	9,796.71
<b>Vendor Total</b>		<b>15,299.94</b>		
<b>FYTD for HARTMANN, RICK</b>		<b>16,574.86</b>		
<b>HATFIELD, CHARLES</b>				
11/8/2010	205069	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HATFIELD, CHARLES</b>		<b>1,593.65</b>		
<b>HAUSER, ADRIANA</b>				
11/22/2010	205172	798.00		
			INSTRUCTION SVCS-21 DAYS	798.00
<b>Vendor Total</b>		<b>798.00</b>		
<b>FYTD for HAUSER, ADRIANA</b>		<b>1,482.00</b>		
<b>HDL COREN &amp; CONE</b>				
11/29/2010	205273	4,387.50		
			CONTRACT SVCS-PROP TAX	4,387.50
<b>Vendor Total</b>		<b>4,387.50</b>		
<b>FYTD for HDL COREN &amp; CONE</b>		<b>8,775.00</b>		
<b>HEFFLEY, ROSS W.</b>				
11/8/2010	881456	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HEFFLEY, ROSS W.</b>		<b>1,593.65</b>		



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<b>HERRICK, ROBERT D.</b>				
11/8/2010	205002	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HERRICK, ROBERT D.</b>		<b>1,593.65</b>		
<b>HERSH, MARLYNE</b>				
11/29/2010	205274	50.00	REFUND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for HERSH, MARLYNE</b>		<b>50.00</b>		
<b>HO, KEVIN CHINH</b>				
11/15/2010	205100	190.00	INSTRUCTION SVCS-5 DAYS	190.00
<b>Vendor Total</b>		<b>190.00</b>		
<b>FYTD for HO, KEVIN CHINH</b>		<b>190.00</b>		
<b>HOGARD, JOHN T.</b>				
11/15/2010	205101	148.00	MILEAGE REIMBURSEMENT	148.00
<b>Vendor Total</b>		<b>148.00</b>		
<b>FYTD for HOGARD, JOHN T.</b>		<b>267.00</b>		
<b>HOPKINS, DONNA</b>				
11/29/2010	205275	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for HOPKINS, DONNA</b>		<b>20.00</b>		
<b>HOUSER, EDITH E.</b>				
11/8/2010	205003	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HOUSER, EDITH E.</b>		<b>1,593.65</b>		
<b>ICMA RETIREMENT CORP 457</b>				
11/5/2010	2745	9,460.25	DEF COMP-457 11/5/10	9,460.25
11/19/2010	2753	9,460.25	DEF COMP-457 11/19/10	9,460.25
<b>Vendor Total</b>		<b>18,920.50</b>		
<b>FYTD for ICMA RETIREMENT CORP 457</b>		<b>93,899.09</b>		



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<b>IL SORRENTO MOBILE PARK</b>				
11/8/2010	205004	143.29	REFUND-UTILITY USER TAXES	143.29
<b>Vendor Total</b>		<b>143.29</b>		
<b>FYTD for IL SORRENTO MOBILE PARK</b>		<b>779.59</b>		
<b>ING USA ANNUITY &amp; LIFE INSURANCE CO.</b>				
11/8/2010	205005	475.00	NON-EXEMPT ANNUITY	475.00
<b>Vendor Total</b>		<b>475.00</b>		
<b>FYTD for ING USA ANNUITY &amp; LIFE INSURANCE CO.</b>		<b>2,375.00</b>		
<b>INLAND AUDIO VISUAL</b>				
11/8/2010	205006	820.00	AUDIO SET UP-STARS SPELLING BE	820.00
<b>Vendor Total</b>		<b>820.00</b>		
<b>FYTD for INLAND AUDIO VISUAL</b>		<b>820.00</b>		
<b>INLAND CONTRACTORS, INC.</b>				
11/22/2010	881559	8,726.94	NUISANCE ABTMNT SVC	8,726.94
<b>Vendor Total</b>		<b>8,726.94</b>		
<b>FYTD for INLAND CONTRACTORS, INC.</b>		<b>16,960.16</b>		
<b>INLAND EMPIRE PROPERTY SERVICE, INC</b>				
11/1/2010	881412	377.00	NUISANCE ABTMNT SVC-CODE	125.00
			NUISANCE ABTMNT SVC-CODE	252.00
11/8/2010	881457	1,365.67	WEED ABATEMENT SVC-PARKS	1,365.67
<b>Vendor Total</b>		<b>1,742.67</b>		
<b>FYTD for INLAND EMPIRE PROPERTY SERVICE, INC</b>		<b>51,132.12</b>		
<b>INLAND LIBRARY SYSTEM</b>				
11/22/2010	205173	1,885.00	MEMBERSHIP DUES-LIBRARY	1,885.00
<b>Vendor Total</b>		<b>1,885.00</b>		
<b>FYTD for INLAND LIBRARY SYSTEM</b>		<b>1,885.00</b>		
<b>INSIDE PLANTS, INC.</b>				
11/8/2010	881458	316.00	PLANT MAINT-CONF & REC CTR	316.00
<b>Vendor Total</b>		<b>316.00</b>		
<b>FYTD for INSIDE PLANTS, INC.</b>		<b>1,580.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>IRON MOUNTAIN OFF-SITE DATA PROTECTION</b>				
11/1/2010	204901	999.64		
			OFFSITE STORAGE SVC-TECH SVCS	999.64
11/29/2010	205276	1,017.49		
			OFFSITE STORAGE SVC-TECH SVCS	1,017.49
	<b>Vendor Total</b>	<b>2,017.13</b>		
<b>FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION</b>		<b>5,939.10</b>		
<b>ISG THERMAL SYSTEMS USA, INC</b>				
11/1/2010	204902	617.25		
			REPAIR THERMAL IMAGING CAMERA	617.25
			SALES TAX	9.38
			SALES TAX-ACCRUAL	-9.38
	<b>Vendor Total</b>	<b>617.25</b>		
<b>FYTD for ISG THERMAL SYSTEMS USA, INC</b>		<b>617.25</b>		
<b>JACKSON, CAREY</b>				
11/22/2010	205174	200.00		
			REFUND-RNTL DEP 10/20	200.00
	<b>Vendor Total</b>	<b>200.00</b>		
<b>FYTD for JACKSON, CAREY</b>		<b>200.00</b>		
<b>JACKSON, JERAMY</b>				
11/1/2010	204903	144.00		
			MILEAGE-QSD/QSP STORM WTR TRNG	144.00
	<b>Vendor Total</b>	<b>144.00</b>		
<b>FYTD for JACKSON, JERAMY</b>		<b>414.00</b>		
<b>JANNEY &amp; JANNEY ATTORNEY SVCS, INC.</b>				
11/8/2010	205007	95.00		
			RUSH DELIVERY-CAPER	95.00
	<b>Vendor Total</b>	<b>95.00</b>		
<b>FYTD for JANNEY &amp; JANNEY ATTORNEY SVCS, INC.</b>		<b>873.65</b>		
<b>JAYPRO SPORTS, INC</b>				
11/15/2010	205102	1,676.00		
			REPAIR MOTOR-CONF & REC CTR	1,676.00
	<b>Vendor Total</b>	<b>1,676.00</b>		
<b>FYTD for JAYPRO SPORTS, INC</b>		<b>5,229.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>JDEDGE SOFTWARE, LLC</b>				
11/1/2010	881413	510.00		
			CONSULTING SVCS	510.00
11/17/2010	881549	425.00		
			CONSULTING SVCS	425.00
11/22/2010	881560	850.00		
			CONSULTING SVCS	850.00
<b>Vendor Total</b>		<b>1,785.00</b>		
<b>FYTD for JDEDGE SOFTWARE, LLC</b>		<b>8,957.50</b>		
<b>JEMS</b>				
11/8/2010	205008	168.00		
			RENEWALS FOR FIRE STATIONS	168.00
<b>Vendor Total</b>		<b>168.00</b>		
<b>FYTD for JEMS</b>		<b>168.00</b>		
<b>JOE A. GONSALVES &amp; SON</b>				
11/8/2010	881459	6,300.00		
			REPRESENTATION SVCS	3,150.00
			REPRESENTATION SVCS	3,150.00
<b>Vendor Total</b>		<b>6,300.00</b>		
<b>FYTD for JOE A. GONSALVES &amp; SON</b>		<b>15,750.00</b>		
<b>JONES, SUSAN</b>				
11/8/2010	881460	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for JONES, SUSAN</b>		<b>1,593.65</b>		
<b>KASHEFIPOUR, HOSSEIN</b>				
11/8/2010	205009	341.00		
			MILEAGE REIMBURSEMENT	45.50
			MILEAGE REIMBURSEMENT	52.00
			MILEAGE REIMBURSEMENT	37.50
			MILEAGE REIMBURSEMENT	52.00
			MILEAGE REIMBURSEMENT	42.50
			MILEAGE REIMBURSEMENT	44.00
			MILEAGE REIMBURSEMENT	31.00
			MILEAGE REIMBURSEMENT	36.50
<b>Vendor Total</b>		<b>341.00</b>		
<b>FYTD for KASHEFIPOUR, HOSSEIN</b>		<b>341.00</b>		





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<b>KING, PATRICIA A.</b>				
11/8/2010	205010	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KING, PATRICIA A.</b>		<b>1,593.65</b>		
<b>KNOWLEDGE LEARNING CORP.</b>				
11/29/2010	205277	200.00	REFUND-RNTL DEP 11/11	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for KNOWLEDGE LEARNING CORP.</b>		<b>200.00</b>		
<b>KOA CORPORATION</b>				
11/29/2010	205278	4,060.09	PERRIS BL WIDENING SB AT SR-60	4,060.09
<b>Vendor Total</b>		<b>4,060.09</b>		
<b>FYTD for KOA CORPORATION</b>		<b>8,258.98</b>		
<b>KOLB, CHARLES E.</b>				
11/8/2010	881461	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KOLB, CHARLES E.</b>		<b>1,593.65</b>		
<b>KOLLAR, KYLE</b>				
11/8/2010	205070	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KOLLAR, KYLE</b>		<b>1,593.65</b>		
<b>KRUEGER, KIMBERLEE</b>				
11/8/2010	205011	305.00	PER DIEM-SOFTWARE TRAINING	305.00
<b>Vendor Total</b>		<b>305.00</b>		
<b>FYTD for KRUEGER, KIMBERLEE</b>		<b>305.00</b>		
<b>KUSTOM SIGNALS, INC.</b>				
11/29/2010	205279	500.85	BATTERY PACK-PD	500.85
<b>Vendor Total</b>		<b>500.85</b>		
<b>FYTD for KUSTOM SIGNALS, INC.</b>		<b>1,595.49</b>		



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<b>KYLE, GARY M.</b>				
11/8/2010	881463	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KYLE, GARY M.</b>		<b>1,593.65</b>		
<b>LAFATA, JOSEPHINE</b>				
11/8/2010	881464	315.59	RETIREE MED NOV '10	315.59
<b>Vendor Total</b>		<b>315.59</b>		
<b>FYTD for LAFATA, JOSEPHINE</b>		<b>1,577.95</b>		
<b>LANG, TRACEY</b>				
11/15/2010	205103	190.00	INSTRUCTION SVCS-5 DAYS	190.00
<b>Vendor Total</b>		<b>190.00</b>		
<b>FYTD for LANG, TRACEY</b>		<b>190.00</b>		
<b>LANGENDORF, BENJAMIN</b>				
11/8/2010	881465	318.73	RETIREE MED SEP '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LANGENDORF, BENJAMIN</b>		<b>952.02</b>		
<b>LEISURE ENTERPRISES</b>				
11/29/2010	205280	4,502.25	NEVER AGAIN PROJECT	4,502.25
<b>Vendor Total</b>		<b>4,502.25</b>		
<b>FYTD for LEISURE ENTERPRISES</b>		<b>4,502.25</b>		
<b>LEONHARD, MARIA</b>				
11/22/2010	205175	109.00	REFUND-CITATION FEE	109.00
<b>Vendor Total</b>		<b>109.00</b>		
<b>FYTD for LEONHARD, MARIA</b>		<b>109.00</b>		
<b>LEWIS BRISBOIS BISGAARD &amp; SMITH LLP</b>				
11/8/2010	205071	1,536.30	LEGAL SERVICES	1,536.30
<b>Vendor Total</b>		<b>1,536.30</b>		
<b>FYTD for LEWIS BRISBOIS BISGAARD &amp; SMITH LLP</b>		<b>4,830.24</b>		



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<b>LEWIS, CAROLYN S.</b>				
11/8/2010	881467	315.59		
			RETIREE MED NOV '10	315.59
<b>Vendor Total</b>		<b>315.59</b>		
<b>FYTD for LEWIS, CAROLYN S.</b>		<b>1,577.95</b>		
<b>LEXISNEXIS</b>				
11/1/2010	881414	1,480.00		
			ONLINE LEGAL SVC-CDD	370.00
			ONLINE LEGAL SVC-CITY ATTORNEY	740.00
			ONLINE LEGAL SVC-CITY CLERK	370.00
11/22/2010	881561	1,480.00		
			ONLINE LEGAL SVC-CDD	370.00
			ONLINE LEGAL SVC-CITY ATTRNY	740.00
			ONLINE LEGAL SVC-CITY CLERKS	370.00
<b>Vendor Total</b>		<b>2,960.00</b>		
<b>FYTD for LEXISNEXIS</b>		<b>8,880.00</b>		
<b>LICHTENSTERN, FRED</b>				
11/29/2010	205281	66.00		
			REFUND-ANML SVC FEES	30.00
			REFUND-ANML SVC FEES	10.00
			REFUND-ANML SVC FEES	10.00
			REFUND-ANML SVC FEES	16.00
<b>Vendor Total</b>		<b>66.00</b>		
<b>FYTD for LICHTENSTERN, FRED</b>		<b>66.00</b>		
<b>LIEBERT, CASSIDY, WHITMORE</b>				
11/8/2010	205012	280.00		
			REGISTRATION-ADV RET ISSUES/EX	35.00
			REGISTRATION-ADV RET ISSUES/EX	35.00
			REGISTRATION-ADV RET ISSUES/EX	35.00
			REGISTRATION-ADV RET ISSUES/EX	35.00
			REGISTRATION-ADV RET ISSUES/EX	35.00
			REGISTRATION-ADV RET ISSUES/EX	35.00
			REGISTRATION-ADV RET ISSUES/EX	35.00
<b>Vendor Total</b>		<b>280.00</b>		
<b>FYTD for LIEBERT, CASSIDY, WHITMORE</b>		<b>3,559.00</b>		
<b>LINDO, HERMINA G.</b>				
11/8/2010	881468	637.46		
			RETIREE MED AUG-SEP '10	637.46
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for LINDO, HERMINA G.</b>		<b>1,593.65</b>		



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<b>LOGAN, CHARLES</b>				
11/8/2010	881469	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LOGAN, CHARLES</b>		<b>1,593.65</b>		
<b>LOPEZ ENGINEERING</b>				
11/15/2010	205105	26.24	REFUND-BUS LIC OVRPMT	26.24
<b>Vendor Total</b>		<b>26.24</b>		
<b>FYTD for LOPEZ ENGINEERING</b>		<b>26.24</b>		
<b>LOPEZ, EWA N.</b>				
11/29/2010	205282	195.25	PER DIEM-CITY CLRK NEW LAW SEM	195.25
<b>Vendor Total</b>		<b>195.25</b>		
<b>FYTD for LOPEZ, EWA N.</b>		<b>195.25</b>		
<b>LOR GEOTECHNICAL GROUP, INC.</b>				
11/1/2010	881415	2,024.00	SUNNYMD BLVD REVIT PROJ SVCS	2,024.00
11/8/2010	881470	1,580.00	KITCHING ST IMPRVMENTS PROJ	1,580.00
11/22/2010	881562	3,125.00	KITCHING ST IMPRVMT PROJ KITCHING ST IMPRVMT PROJ	1,500.00 1,625.00
<b>Vendor Total</b>		<b>6,729.00</b>		
<b>FYTD for LOR GEOTECHNICAL GROUP, INC.</b>		<b>41,262.00</b>		
<b>LOZOYA, MARTY</b>				
11/29/2010	205283	36.40	REFUND-BASKETBALL FEE	36.40
<b>Vendor Total</b>		<b>36.40</b>		
<b>FYTD for LOZOYA, MARTY</b>		<b>36.40</b>		
<b>LUMLEY, ROBERT C.</b>				
11/8/2010	881471	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LUMLEY, ROBERT C.</b>		<b>1,593.65</b>		



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<b>LUTHERAN SOCIAL SERVICES OF SO. CALI F.</b>				
11/29/2010	881602	3,750.00		
			CDBG SVCS-SHELTER PRGM	1,250.00
			CDBG SVCS-SHELTER PRGM	1,250.00
			CDBG SVCS-SHELTER PRGM	1,250.00
<b>Vendor Total</b>		<b>3,750.00</b>		
<b>FYTD for LUTHERAN SOCIAL SERVICES OF SO. CALI F.</b>		<b>19,882.00</b>		
<b>MAGNUM BREEZE II, INC/WOODCREST VEH CTR</b>				
11/1/2010	881416	120.00		
			INSTALLATION LABOR	120.00
<b>Vendor Total</b>		<b>120.00</b>		
<b>FYTD for MAGNUM BREEZE II, INC/WOODCREST VEH CTR</b>		<b>468.94</b>		
<b>MANKER, LAURIE</b>				
11/1/2010	204904	3.75		
			REFUND-CLASS CANCELLED	3.75
<b>Vendor Total</b>		<b>3.75</b>		
<b>FYTD for MANKER, LAURIE</b>		<b>3.75</b>		
<b>MARCH JOINT POWERS AUTHORITY</b>				
11/1/2010	204905	4.33		
			GAS CHARGES-MF COMM CTR	3.54
			GAS CHARGES-MF COMM CTR	0.79
11/22/2010	205176	4.54		
			GAS CHARGES-MARCH # 823	3.71
			GAS CHARGES-MARCH # 938	0.83
<b>Vendor Total</b>		<b>8.87</b>		
<b>FYTD for MARCH JOINT POWERS AUTHORITY</b>		<b>27.99</b>		
<b>MARINA LANDSCAPE, INC</b>				
11/8/2010	205013	451.90		
			LANDSCAPE MAINT-ZONE DSG-2N	183.17
			LANDSCAPE MAINT-ZONE DSG-2N	28.73
			LANDSCAPE MAINT-ZONE DSG-2N	240.00
11/15/2010	205106	9,186.24		
			LANDSCAPE MAINT-ZONE DSG-2N	4,191.33
			LANDSCAPE MAINT-ZONE DSG-2S	4,994.91
<b>Vendor Total</b>		<b>9,638.14</b>		
<b>FYTD for MARINA LANDSCAPE, INC</b>		<b>30,049.84</b>		
<b>MARQUEZ, THERESA</b>				
11/29/2010	205284	20.00		
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for MARQUEZ, THERESA</b>		<b>20.00</b>		



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<b>MARTINEZ, REGGIE</b>				
11/8/2010	205014	105.00	SPORTS OFFICIATING SVCS	105.00
<b>Vendor Total</b>		<b>105.00</b>		
<b>FYTD for MARTINEZ, REGGIE</b>		<b>105.00</b>		
<b>MASONITE CORPORATION</b>				
11/22/2010	205177	105.00	REFUND-FALSE ALARM OVERPYMT	105.00
<b>Vendor Total</b>		<b>105.00</b>		
<b>FYTD for MASONITE CORPORATION</b>		<b>105.00</b>		
<b>MATHIS, NOLAN</b>				
11/8/2010	205072	296.00	RETIREE MED SEP '10	296.00
<b>Vendor Total</b>		<b>296.00</b>		
<b>FYTD for MATHIS, NOLAN</b>		<b>1,480.00</b>		
<b>MATICH CORPORATION</b>				
11/1/2010	881417	7,916.94	ASPHALTIC MATERIALS	2,653.57
			ASPHALTIC MATERIALS	2,646.19
			ASPHALTIC MATERIALS	2,617.18
<b>Vendor Total</b>		<b>7,916.94</b>		
<b>FYTD for MATICH CORPORATION</b>		<b>21,035.00</b>		
<b>MAXINOSKI, SUE A.</b>				
11/8/2010	881473	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MAXINOSKI, SUE A.</b>		<b>1,593.65</b>		
<b>MCCARTHY &amp; BERLIN, LLP</b>				
11/8/2010	881474	245.50	LEGAL SVCS	245.50
<b>Vendor Total</b>		<b>245.50</b>		
<b>FYTD for MCCARTHY &amp; BERLIN, LLP</b>		<b>1,333.25</b>		
<b>McDONALD, CHRIS</b>				
11/15/2010	205107	342.00	INSTRUCTION SVCS-9 DAYS	342.00
<b>Vendor Total</b>		<b>342.00</b>		
<b>FYTD for McDONALD, CHRIS</b>		<b>494.00</b>		



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<b>MCFARLAND, KIMBERLY</b>				
11/8/2010	205015	240.00		
			SPORTS OFFICIATING SVCS	40.00
			SPORTS OFFICIATING SVCS	40.00
			SPORTS OFFICIATING SVCS	40.00
			SPORTS OFFICIATING SVCS	40.00
			SPORTS OFFICIATING SVCS	40.00
			SPORTS OFFICIATING SVCS	40.00
<b>Vendor Total</b>		<b>240.00</b>		
<b>FYTD for MCFARLAND, KIMBERLY</b>		<b>240.00</b>		
<b>MCLEOD, JIMMIE H.</b>				
11/22/2010	205178	29.50		
			REFUND-CITATION OVERPYMT.	29.50
<b>Vendor Total</b>		<b>29.50</b>		
<b>FYTD for MCLEOD, JIMMIE H.</b>		<b>29.50</b>		
<b>MEEKS, DANIEL</b>				
11/8/2010	205016	200.00		
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	100.00
			SPORTS OFFICIATING SVCS	40.00
11/22/2010	205179	200.00		
			SPORTS OFFICIATING SVCS	100.00
			SPORTS OFFICIATING SVCS	100.00
<b>Vendor Total</b>		<b>400.00</b>		
<b>FYTD for MEEKS, DANIEL</b>		<b>600.00</b>		
<b>MENGISTU, YESHIALEM</b>				
11/29/2010	205285	144.50		
			MILEAGE REIMBURSEMENT	144.50
<b>Vendor Total</b>		<b>144.50</b>		
<b>FYTD for MENGISTU, YESHIALEM</b>		<b>391.50</b>		
<b>MESSIN, LOUIS</b>				
11/8/2010	881475	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MESSIN, LOUIS</b>		<b>1,593.65</b>		
<b>MEYERS, ROBERT</b>				
11/1/2010	204906	84.00		
			INSTRUCTION SVCS-PHOTO 4	84.00
<b>Vendor Total</b>		<b>84.00</b>		
<b>FYTD for MEYERS, ROBERT</b>		<b>1,617.00</b>		



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<b>MGT OF AMERICA, INC.</b>				
11/15/2010	881532	3,000.00	SB 90 MANDATED COST CLAIMING	3,000.00
<b>Vendor Total</b>		<b>3,000.00</b>		
<b>FYTD for MGT OF AMERICA, INC.</b>		<b>6,000.00</b>		
<b>MILES, ROBERT</b>				
11/8/2010	881476	194.53	RETIREE MED NOV '10	194.53
<b>Vendor Total</b>		<b>194.53</b>		
<b>FYTD for MILES, ROBERT</b>		<b>972.65</b>		
<b>MINARD, MARK E.</b>				
11/8/2010	881477	308.17	RETIREE MED NOV '10	308.17
<b>Vendor Total</b>		<b>308.17</b>		
<b>FYTD for MINARD, MARK E.</b>		<b>1,540.85</b>		
<b>MIRACLE RECREATION EQUIPMENT</b>				
11/29/2010	205328	2,124.02	PLAYGROUND EQUIPMENT	2,124.02
<b>Vendor Total</b>		<b>2,124.02</b>		
<b>FYTD for MIRACLE RECREATION EQUIPMENT</b>		<b>2,124.02</b>		
<b>MIRANDA, JOANNA</b>				
11/1/2010	204907	50.00	REFUND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for MIRANDA, JOANNA</b>		<b>50.00</b>		
<b>MISTRETTE, ARTHUR</b>				
11/8/2010	205017	180.00	SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	36.00
			SPORTS OFFICIATING SVCS	90.00
11/22/2010	205220	396.00	SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	90.00
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	90.00
			SPORTS OFFICIATING SVCS	54.00
<b>Vendor Total</b>		<b>576.00</b>		
<b>FYTD for MISTRETTE, ARTHUR</b>		<b>882.00</b>		





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<b>MOLLICA, MIKE</b>				
11/8/2010	881478	401.42	RETIREE MED NOV '10	401.42
<b>Vendor Total</b>		<b>401.42</b>		
<b>FYTD for MOLLICA, MIKE</b>		<b>2,007.10</b>		
<b>MONTGOMERY, BRIDGETTE</b>				
11/1/2010	204908	180.00	MILEAGE-CALPERS EDUC. FORUM	180.00
<b>Vendor Total</b>		<b>180.00</b>		
<b>FYTD for MONTGOMERY, BRIDGETTE</b>		<b>180.00</b>		
<b>MORA, PATRICIA A.</b>				
11/8/2010	881479	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MORA, PATRICIA A.</b>		<b>1,593.65</b>		
<b>MORENO VALLEY BOWL</b>				
11/8/2010	205018	400.00	INSTRUCTOR SVCS-BOWL 10	400.00
<b>Vendor Total</b>		<b>400.00</b>		
<b>FYTD for MORENO VALLEY BOWL</b>		<b>400.00</b>		
<b>MORENO VALLEY CHAMBER OF COMMERCE</b>				
11/15/2010	205108	60.00	10/27 WAKE UP MEETING	15.00
			10/27 WAKE UP MEETING	15.00
			10/27 WAKE UP MEETING	15.00
			10/27 WAKE UP MEETING	15.00
11/22/2010	205180	750.00	REFUND-10/16 MAYOR'S GALA	750.00
<b>Vendor Total</b>		<b>810.00</b>		
<b>FYTD for MORENO VALLEY CHAMBER OF COMMERCE</b>		<b>15,250.00</b>		
<b>MORENO VALLEY CITY EMPLOYEES ASSOC.</b>				
11/5/2010	2744	1,567.50	MVCEA DUES 11/5/10	1,567.50
11/19/2010	2752	1,567.50	MVCEA DUES 11/19/10	1,567.50
<b>Vendor Total</b>		<b>3,135.00</b>		
<b>FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.</b>		<b>17,247.00</b>		



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<b>MORENO VALLEY GATEWAY, LLC</b>				
11/22/2010	881564	17,142.59		
			LEASE-FACILITIES ANNEX	2,458.97
			LEASE-TECH.SVCS ANNEX	5,475.90
			LEASE-SPEC.DIST.ANNEX	9,207.72
<b>Vendor Total</b>		<b>17,142.59</b>		
<b>FYTD for MORENO VALLEY GATEWAY, LLC</b>		<b>85,712.95</b>		
<b>MORENO VALLEY HISPANIC CHAMBER OF COMMER</b>				
11/29/2010	205286	110.00		
			ANNL INSTALLATION/AWARDS EVENT	55.00
			ANNL INSTALLATION/AWARDS EVENT	55.00
<b>Vendor Total</b>		<b>110.00</b>		
<b>FYTD for MORENO VALLEY HISPANIC CHAMBER OF COMMER</b>		<b>3,110.00</b>		
<b>MORENO VALLEY TOW &amp; RADIATOR</b>				
11/8/2010	205019	125.00		
			AUTO TOW-POLICE	125.00
11/29/2010	205287	150.00		
			TOW JOHN DEERE BACKHOE	150.00
<b>Vendor Total</b>		<b>275.00</b>		
<b>FYTD for MORENO VALLEY TOW &amp; RADIATOR</b>		<b>1,985.00</b>		
<b>MORGAN, LISA A.</b>				
11/8/2010	881480	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MORGAN, LISA A.</b>		<b>1,593.65</b>		
<b>MUSICSTAR</b>				
11/8/2010	205020	1,053.00		
			INSTRUCTOR SVCS-GUITAR 5	135.00
			INSTRUCTOR SVCS-PIANO 5	135.00
			INSTRUCTOR SVCS-PIANO 4	108.00
			INSTRUCTOR SVCS-PIANO 2	54.00
			INSTRUCTOR SVCS-PIANO 2	54.00
			INSTRUCTOR SVCS-PIANO 10	270.00
			INSTRUCTOR SVCS-PIANO 11	297.00
<b>Vendor Total</b>		<b>1,053.00</b>		
<b>FYTD for MUSICSTAR</b>		<b>4,817.97</b>		
<b>MYERS, FREDERICK M.</b>				
11/22/2010	205183	150.00		
			REFUND-CITATION OVERPYMT.	150.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for MYERS, FREDERICK M.</b>		<b>150.00</b>		



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<b>NAKAYA, CYNTHIA</b>				
11/8/2010	205021	20.00		
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for NAKAYA, CYNTHIA</b>		<b>20.00</b>		
<b>NATIONWIDE RETIREMENT SOLUTIONS</b>				
11/5/2010	2742	11,740.34		
			PST DEF COMP FOR FICA 11/5/10	11,740.34
11/19/2010	2750	11,326.73		
			PST DEF COMP FOR FICA 11/19/10	11,326.73
<b>Vendor Total</b>		<b>23,067.07</b>		
<b>FYTD for NATIONWIDE RETIREMENT SOLUTIONS</b>		<b>342,116.26</b>		
<b>NAVARRETTE, RALPH</b>				
11/8/2010	881481	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for NAVARRETTE, RALPH</b>		<b>1,593.65</b>		
<b>NBS GOVERNMENT FINANCE GROUP</b>				
11/15/2010	881533	3,500.00		
			ARBITRAGE REBATE SERVICE	1,750.00
			ARBITRAGE REBATE SERVICE	1,750.00
<b>Vendor Total</b>		<b>3,500.00</b>		
<b>FYTD for NBS GOVERNMENT FINANCE GROUP</b>		<b>5,250.00</b>		
<b>NELSON, ROBERT</b>				
11/8/2010	881482	305.60		
			RETIREE MED NOV '10	305.60
<b>Vendor Total</b>		<b>305.60</b>		
<b>FYTD for NELSON, ROBERT</b>		<b>1,528.00</b>		
<b>NELSON, RUTH L.</b>				
11/8/2010	881483	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for NELSON, RUTH L.</b>		<b>1,593.65</b>		
<b>NELSON, TIMOTHY IVAN</b>				
11/29/2010	205288	684.00		
			INSTRUCTION SVCS-7 DAYS	266.00
			INSTRUCTION SVCS-11 DAYS	418.00
<b>Vendor Total</b>		<b>684.00</b>		
<b>FYTD for NELSON, TIMOTHY IVAN</b>		<b>684.00</b>		



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<b>NEUSTAEDTER, CRAIG S</b>				
11/8/2010	205022	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for NEUSTAEDTER, CRAIG S</b>		<b>1,593.65</b>		
<b>NEW HORIZON MOBILE HOME PARK</b>				
11/15/2010	881534	10.14	REFUND UTILITY USER TAXES	10.14
<b>Vendor Total</b>		<b>10.14</b>		
<b>FYTD for NEW HORIZON MOBILE HOME PARK</b>		<b>10.14</b>		
<b>NIEBURGER, JUDITH A.</b>				
11/8/2010	205023	401.42	RETIREE MED NOV '10	401.42
<b>Vendor Total</b>		<b>401.42</b>		
<b>FYTD for NIEBURGER, JUDITH A.</b>		<b>2,007.10</b>		
<b>NOBLES, GARRETT</b>				
11/29/2010	205289	96.00	MILEAGE REIMBURSEMENT	96.00
<b>Vendor Total</b>		<b>96.00</b>		
<b>FYTD for NOBLES, GARRETT</b>		<b>207.50</b>		
<b>ORTIZ, JACQUELINE</b>				
11/22/2010	205184	10.00	REFUND-CITATION DISMISSED	10.00
<b>Vendor Total</b>		<b>10.00</b>		
<b>FYTD for ORTIZ, JACQUELINE</b>		<b>10.00</b>		
<b>OVERLAND PACIFIC &amp; CUTLER, INC.</b>				
11/8/2010	881484	540.00	SR-60/NASON ST INTERCHNG PROJ	540.00
11/8/2010	881485	7,560.00	RIGHT OF WAY SVCS-VARIOUS PROJ	7,560.00
<b>Vendor Total</b>		<b>8,100.00</b>		
<b>FYTD for OVERLAND PACIFIC &amp; CUTLER, INC.</b>		<b>73,986.25</b>		
<b>PACIFIC TELEMAGEMENT SERVICES</b>				
11/22/2010	881565	438.48	PAYPHONE SVCS	375.84
			PAYPHONE SVCS	62.64
<b>Vendor Total</b>		<b>438.48</b>		
<b>FYTD for PACIFIC TELEMAGEMENT SERVICES</b>		<b>2,192.40</b>		



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<b>PARKER, EDDY R.</b>				
11/22/2010	205185	60.00	REFUND-CITATION OVERPYMT.	60.00
<b>Vendor Total</b>		<b>60.00</b>		
<b>FYTD for PARKER, EDDY R.</b>		<b>60.00</b>		
<b>PARSONS TRANSPORTATION GROUP, INC.</b>				
11/1/2010	204909	8,751.01	SR-60/NASON ST OVRCRSSNG PROJ	8,751.01
<b>Vendor Total</b>		<b>8,751.01</b>		
<b>FYTD for PARSONS TRANSPORTATION GROUP, INC.</b>		<b>338,824.22</b>		
<b>PATTERSON, ALFREY</b>				
11/8/2010	205024	194.53	RETIREE MED NOV '10	194.53
<b>Vendor Total</b>		<b>194.53</b>		
<b>FYTD for PATTERSON, ALFREY</b>		<b>972.65</b>		
<b>PAUL, MICHAEL</b>				
11/8/2010	205025	352.00	SPORTS OFFICIATING SVCS	66.00
			SPORTS OFFICIATING SVCS	110.00
			SPORTS OFFICIATING SVCS	66.00
			SPORTS OFFICIATING SVCS	110.00
<b>Vendor Total</b>		<b>352.00</b>		
<b>FYTD for PAUL, MICHAEL</b>		<b>603.00</b>		
<b>PENA, IRIS</b>				
11/8/2010	205026	99.05	MILEAGE REIMBURSEMENT	99.05
<b>Vendor Total</b>		<b>99.05</b>		
<b>FYTD for PENA, IRIS</b>		<b>181.05</b>		
<b>PERRY, NORMA</b>				
11/8/2010	205027	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PERRY, NORMA</b>		<b>1,593.65</b>		



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<b>PERS LONG TERM CARE PROGRAM</b>				
11/8/2010	205028	458.63		
			PERS LONG TERM CARE INSURANCE	458.63
11/22/2010	205186	458.63		
			PERS LONG TERM CARE INSURANCE	458.63
<b>Vendor Total</b>		<b>917.26</b>		
<b>FYTD for PERS LONG TERM CARE PROGRAM</b>		<b>5,214.97</b>		
<b>POIEMA LANDSCAPE, INC.</b>				
11/8/2010	881486	0.00		
			LANDSCAPE MAINT-ZONE E-12	2,131.00
			LANDSCAPE MAINT-ZONE E-12	-2,131.00
11/15/2010	881535	3,843.15		
			LANDSCAPE MAINT-ZONE E-12	2,131.00
			LANDSCAPE MAINT-ZONE S	1,712.15
<b>Vendor Total</b>		<b>3,843.15</b>		
<b>FYTD for POIEMA LANDSCAPE, INC.</b>		<b>18,837.45</b>		
<b>POLLARD, ROCHELLE</b>				
11/29/2010	205290	270.50		
			TRAVEL EXP-HLTHY BEHAVIOR CONF	93.00
			TRAVEL EXP-HLTHY BEHAVIOR CONF	177.50
<b>Vendor Total</b>		<b>270.50</b>		
<b>FYTD for POLLARD, ROCHELLE</b>		<b>270.50</b>		
<b>PRECINCT REPORTER</b>				
11/22/2010	205187	102.00		
			NOTICE INV BIDS AD-60/NASON	102.00
<b>Vendor Total</b>		<b>102.00</b>		
<b>FYTD for PRECINCT REPORTER</b>		<b>102.00</b>		
<b>PRETZELMAKER</b>				
11/15/2010	205109	44.46		
			REFUND-BUS LIC OVERPYMT	44.46
<b>Vendor Total</b>		<b>44.46</b>		
<b>FYTD for PRETZELMAKER</b>		<b>44.46</b>		
<b>PRICE, GEORGE E.</b>				
11/8/2010	881487	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PRICE, GEORGE E.</b>		<b>1,593.65</b>		



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<b>PROACTIVE ENGINEERING CONSULTANTS, INC.</b>				
11/29/2010	881604	11,320.00	KITCHING ST IMPRVMT PROJ	11,320.00
<b>Vendor Total</b>		<b>11,320.00</b>		
<b>FYTD for PROACTIVE ENGINEERING CONSULTANTS, INC.</b>		<b>40,737.94</b>		
<b>PROTECTION ONE, INC.</b>				
11/1/2010	204910	40.00	MONITORING SVCS-PRO & MVTV	20.00
			MONITORING SVCS-PRO & MVTV	20.00
11/15/2010	205110	40.00	MONITORING SVCS-PRO & MVTV	20.00
			MONITORING SVCS-PRO & MVTV	20.00
<b>Vendor Total</b>		<b>80.00</b>		
<b>FYTD for PROTECTION ONE, INC.</b>		<b>200.00</b>		
<b>PSOMAS</b>				
11/8/2010	205029	787.00	STREET IMPRVMT PRGM SVCS	787.00
<b>Vendor Total</b>		<b>787.00</b>		
<b>FYTD for PSOMAS</b>		<b>26,096.50</b>		
<b>PULIDO, FREDY</b>				
11/22/2010	205188	30.00	REFUND-FALSE ALARM GRANTED	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for PULIDO, FREDY</b>		<b>30.00</b>		
<b>PULLIAM, TRENT D.</b>				
11/8/2010	205073	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PULLIAM, TRENT D.</b>		<b>1,593.65</b>		
<b>PW ENHANCEMENT CENTER</b>				
11/8/2010	881489	12,385.00	GRANT CLOSEOUT SVCS	6,192.50
			GRANT CLOSEOUT SVCS	6,192.50
11/29/2010	881605	10,394.52	EMERGENCY OUTREACH SVCS.	10,394.52
<b>Vendor Total</b>		<b>22,779.52</b>		
<b>FYTD for PW ENHANCEMENT CENTER</b>		<b>53,094.32</b>		



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<b>QUALITY CODE PUBLISHING, LLC</b>				
11/8/2010	881490	600.90		
			SUPPLEMENTAL SVC-MUN CODE	600.90
<b>Vendor Total</b>		<b>600.90</b>		
<b>FYTD for QUALITY CODE PUBLISHING, LLC</b>		<b>4,541.78</b>		
<b>QUEST PRINTING</b>				
11/15/2010	205111	1,355.03		
			BUSINESS LICENSE PAPER	840.00
			BUSINESS LICENSE PAPER	81.90
			BUSINESS LICENSE PAPER	406.00
			BUSINESS LICENSE PAPER	27.13
<b>Vendor Total</b>		<b>1,355.03</b>		
<b>FYTD for QUEST PRINTING</b>		<b>1,355.03</b>		
<b>R &amp; S OVERHEAD DOORS, INC.</b>				
11/29/2010	881606	1,200.50		
			GATE SENSOR REPAIRS	563.00
			GATE SENSOR REPAIRS	322.50
			DOOR/GATE MAINTENANCE	315.00
<b>Vendor Total</b>		<b>1,200.50</b>		
<b>FYTD for R &amp; S OVERHEAD DOORS, INC.</b>		<b>8,138.50</b>		
<b>RALLY MANAGEMENT SERVICES, LLC</b>				
11/1/2010	881418	1,474.20		
			TEMP SVCS-HENDERSON W/E-10/3	719.28
			TEMP SVCS-RODRIGUEZ W/E-10/3	754.92
11/8/2010	881491	2,948.40		
			TEMP SVCS-RODRIGUEZ W/E-10/10	754.92
			TEMP SVCS-RODRIGUEZ W/E-10/17	754.92
			TEMP SVCS-HENDERSON W/E 10/10	719.28
			TEMP SVCS-HENDERSON W/E 10/17	719.28
11/15/2010	881536	1,474.20		
			TEMP SVCS-HENDERSON W/E-10/24	719.28
			TEMP SVCS-RODRIGUEZ W/E-10/24	754.92
<b>Vendor Total</b>		<b>5,896.80</b>		
<b>FYTD for RALLY MANAGEMENT SERVICES, LLC</b>		<b>29,819.03</b>		
<b>RAMOS, ROBERTO</b>				
11/8/2010	205030	135.00		
			INSTRUCTOR SVCS-TAEKWONDO 4	108.00
			INSTRUCTOR SVCS-TAEKWONDO 1	27.00
<b>Vendor Total</b>		<b>135.00</b>		
<b>FYTD for RAMOS, ROBERTO</b>		<b>135.00</b>		





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<b>RAY, JESSICA</b>				
11/29/2010	205292	56.00	REFUND-ANIMAL FEES	56.00
<b>Vendor Total</b>		<b>56.00</b>		
<b>FYTD for RAY, JESSICA</b>		<b>56.00</b>		
<b>RHA LANDSCAPE ARCHITECTS-PLANNERS</b>				
11/1/2010	204911	2,730.00	SHADOW MTN PARK LIGHTING PROJ	2,730.00
11/22/2010	205189	51.14	SHADOW MTN PARK LIGHTING PROJ	51.14
11/29/2010	205293	1,621.10	SHADOW MTN PARK LIGHTING PROJ	82.32
			SHADOW MTN PARK LIGHTING PROJ	151.28
			SHADOW MTN PARK LIGHTING PROJ	1,387.50
<b>Vendor Total</b>		<b>4,402.24</b>		
<b>FYTD for RHA LANDSCAPE ARCHITECTS-PLANNERS</b>		<b>16,916.55</b>		
<b>RICE, JOSEPH</b>				
11/1/2010	204912	200.00	REFUND-TOWNGATE DEPOSIT	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for RICE, JOSEPH</b>		<b>200.00</b>		
<b>RICK ENGINEERING COMPANY</b>				
11/8/2010	881492	6,550.00	KITCHING ST IMPRVMENTS PROJ	6,550.00
11/22/2010	881566	390.00	ALESSANDRO/INDIAN SIDEWLK PROJ	390.00
11/29/2010	881607	8,570.61	KITCHING ST IMPRVMT PROJ	5,575.61
			ALESSANDRO/INDIAN SIDEWLK PROJ	2,995.00
<b>Vendor Total</b>		<b>15,510.61</b>		
<b>FYTD for RICK ENGINEERING COMPANY</b>		<b>30,650.61</b>		
<b>RIV CO FLOOD CONTROL &amp; WATER CONSERVATN</b>				
11/29/2010	205294	3,001.70	INSPECT CHRGS/DEP-KITCHING ST.	3,001.70
11/29/2010	205295	3,747.99	INSPECT CHRGS/DEP-KITCHING ST.	3,747.99
<b>Vendor Total</b>		<b>6,749.69</b>		
<b>FYTD for RIV CO FLOOD CONTROL &amp; WATER CONSERVATN</b>		<b>15,455.71</b>		



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<b>RIVERSIDE AREA RAPE CRISIS CENTER</b>				
11/29/2010	205296	1,678.55		
			CHILD ABUSE PREVENTION PROGRAM	585.38
			CHILD ABUSE PREVENTION PROGRAM	545.19
			CHILD ABUSE PREVENTION PROGRAM	547.98
<b>Vendor Total</b>		<b>1,678.55</b>		

<b>FYTD for RIVERSIDE AREA RAPE CRISIS CENTER</b>	<b>2,789.05</b>
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RIVERSIDE COUNTY CLERK/RECORDER</b>				
11/1/2010	204913	13.00		
			LIEN RELEASE-2010-0429951	13.00
11/1/2010	204914	13.00		
			LIEN RELEASE-2010-0453164	13.00
11/1/2010	204915	13.00		
			LIEN RELEASE-2010-0089632	13.00
11/1/2010	204916	13.00		
			LIEN RELEASE-2010-0429952	13.00
11/1/2010	204917	13.00		
			LIEN RELEASE-2010-0238753	13.00
11/1/2010	204918	13.00		
			LIEN RELEASE-2010-0449325	13.00
11/15/2010	205112	13.00		
			RECORDING FEES	13.00
<b>Vendor Total</b>		<b>91.00</b>		

<b>FYTD for RIVERSIDE COUNTY CLERK/RECORDER</b>	<b>126.00</b>
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH</b>				
11/29/2010	205298	100.00		
			AUG & SEP RABIES TESTS	100.00
<b>Vendor Total</b>		<b>100.00</b>		

<b>FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH</b>	<b>200.00</b>
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# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RIVERSIDE COUNTY INFORMATION TECHNOLOGY</b>				
11/1/2010	204919	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
11/15/2010	205113	851.38		
			RADIO LEASE/MAINT-POLICE	851.38
11/29/2010	205299	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
	<b>Vendor Total</b>	<b>1,337.24</b>		
<b>FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY</b>		<b>9,449.70</b>		
<b>RIVERSIDE COUNTY OFFICE OF EDUCATION</b>				
11/8/2010	205031	25.00		
			CATEGORICAL PROGRAM	25.00
	<b>Vendor Total</b>	<b>25.00</b>		
<b>FYTD for RIVERSIDE COUNTY OFFICE OF EDUCATION</b>		<b>300.00</b>		



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RIVERSIDE COUNTY SHERIFF BEN CLARK</b>				
11/1/2010	204920	2,617.00		
			REG.-TRAFFIC COLL INVESTIG-BSC	182.00
			REG.-TRAFFIC COLL INVESTIG-BSC	182.00
			REG.-TRAFFIC COLL INVESTIG-BSC	182.00
			REG.-TRAFFIC COLL INVESTIG-INT	194.00
			REG.-TRAFFIC COLL INVESTIG-INT	194.00
			REG.-CRIME SCENE INVESTIG TRNG	297.00
			REG.-CRIME SCENE INVESTIG TRNG	297.00
			REG.-CRIME SCENE INVESTIG TRNG	92.00
			REG.-CRIME SCENE INVESTIG TRNG	92.00
			REG.-CRIME SCENE INVESTIG TRNG	92.00
			REG.-CRIME SCENE INVESTIG TRNG	92.00
			REG.-CRIME SCENE INVESTIG TRNG	92.00
			REG.-INTERVW & INTERROG-ADV.	380.00
			REG.-BASIC SURVEILLANCE/EQUIP	249.00
11/8/2010	205032	1,208.00		
			REG-VEHICLE THEFT INVESTIG TRN	179.00
			REG-VEHICLE THEFT INVESTIG TRN	179.00
			REG-VEHICLE THEFT INVESTIG TRN	179.00
			REG-VEHICLE THEFT INVESTIG TRN	179.00
			REG-VEHICLE THEFT INVESTIG TRN	179.00
			REG.-BICYCLE PATROL CLASS	131.00
			REG.-BASIC TRAFF COLL INVESTIG	182.00
11/15/2010	205114	1,076.00		
			REG.-RADAR OPERATOR TRNG	88.00
			REG.-RADAR LASER OPERATOR TRNG	35.00
			REG.-RADAR LASER OPERATOR TRNG	35.00
			REG.-DUI TRNG COURSE	142.00
			REG.-DUI TRNG COURSE	142.00
			REG.-TRAFF COLL INV-INTMD TRNG	194.00
			REG.-TRAFF COLL INV-ADV. TRNG	440.00
11/29/2010	205300	176.00		
			REG-RADAR OPERATOR TRNG COURSE	88.00
			REG-RADAR OPERATOR TRNG COURSE	88.00
<b>Vendor Total</b>		<b>5,077.00</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK</b>		<b>5,717.00</b>		
<b>RIVERSIDE COUNTY SHERIFF COURT SERVICES</b>				
11/8/2010	205033	793.97		
			GARNISHMENTS	141.31
			GARNISHMENTS	173.76
			GARNISHMENTS	478.90
11/22/2010	205190	729.56		
			GARNISHMENTS	83.89
			GARNISHMENTS	166.74
			GARNISHMENTS	478.93
<b>Vendor Total</b>		<b>1,523.53</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES</b>		<b>5,834.61</b>		



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RIVERSIDE COUNTY SHERIFF MV</b>				
11/1/2010	204921	1,958.62		
			SPECIAL BILLING-EXTRA DUTY DUI	523.94
			SPECIAL BILLING-EXTRA DUTY DUI	1,095.57
			SPECIAL BILLING-EXTRA DUTY DUI	339.11
<b>Vendor Total</b>		<b>1,958.62</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF MV</b>		<b>3,497.38</b>		
<b>RLZ ENGINEERING</b>				
11/22/2010	881567	5,456.00		
			TEMP STAFFING SVCS-CAP PROJS	5,456.00
<b>Vendor Total</b>		<b>5,456.00</b>		
<b>FYTD for RLZ ENGINEERING</b>		<b>28,768.00</b>		
<b>ROBINSON, JOAQUIN DIEGO</b>				
11/22/2010	205191	380.00		
			INSTRUCTION SVCS-10 DAYS	380.00
<b>Vendor Total</b>		<b>380.00</b>		
<b>FYTD for ROBINSON, JOAQUIN DIEGO</b>		<b>380.00</b>		
<b>RODRIGUEZ, HECTOR</b>				
11/8/2010	205034	40.00		
			SPORTS OFFICIATING SVCS	40.00
<b>Vendor Total</b>		<b>40.00</b>		
<b>FYTD for RODRIGUEZ, HECTOR</b>		<b>120.00</b>		
<b>RODRIGUEZ, LAUREN</b>				
11/1/2010	204922	57.00		
			MILEAGE REIMBURSEMENT	57.00
11/29/2010	205301	349.50		
			MILEAGE REIMBURSEMENT	79.00
			TRAVEL EXP-HLTHY BEHAVIOR CONF	93.00
			TRAVEL EXP-HLTHY BEHAVIOR CONF	177.50
<b>Vendor Total</b>		<b>406.50</b>		
<b>FYTD for RODRIGUEZ, LAUREN</b>		<b>462.50</b>		
<b>ROGERS, EUGENE</b>				
11/8/2010	881493	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ROGERS, EUGENE</b>		<b>1,593.65</b>		



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ROGERS, KIANNA</b>				
11/8/2010	205035	163.50		
			MILEAGE REIMBURSEMENT	87.00
			MILEAGE REIMBURSEMENT	76.50
<b>Vendor Total</b>		<b>163.50</b>		
<b>FYTD for ROGERS, KIANNA</b>		<b>714.50</b>		
<b>ROSS, DAVID T.</b>				
11/8/2010	881494	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ROSS, DAVID T.</b>		<b>1,593.65</b>		
<b>ROSSON, LOUIS A.</b>				
11/8/2010	881495	386.16		
			RETIREE MED SEP-OCT '10	192.80
			RETIREE MED NOV '10	193.36
<b>Vendor Total</b>		<b>386.16</b>		
<b>FYTD for ROSSON, LOUIS A.</b>		<b>1,545.20</b>		
<b>RUEDA, MARIE</b>				
11/22/2010	205192	500.00		
			REFUND-CITATION OVERPYMT.	100.00
			REFUND-CITATION OVERPYMT.	100.00
			REFUND-CITATION OVERPYMT.	100.00
			REFUND-CITATION OVERPYMT.	100.00
			REFUND-CITATION OVERPYMT.	100.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for RUEDA, MARIE</b>		<b>500.00</b>		
<b>RUIZ, SALVADOR V.</b>				
11/22/2010	205193	10.00		
			REFUND-CITATION OVERPYMT.	10.00
<b>Vendor Total</b>		<b>10.00</b>		
<b>FYTD for RUIZ, SALVADOR V.</b>		<b>10.00</b>		
<b>RUSSO, JOHN</b>				
11/8/2010	881496	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for RUSSO, JOHN</b>		<b>1,593.65</b>		



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RYMAX ELECTRIC, INC.</b>				
11/29/2010	205302	625.00		
			LIGHT MAINT-E-1	125.00
			LIGHT MAINT-E-2	125.00
			LIGHT MAINT-E-3	125.00
			LIGHT MAINT-E-7	125.00
			LIGHT MAINT-M	125.00
<b>Vendor Total</b>		<b>625.00</b>		
<b>FYTD for RYMAX ELECTRIC, INC.</b>		<b>6,459.49</b>		
<b>SA ASSOCIATES</b>				
11/8/2010	881497	12,150.00		
			TEMP STAFFING SVCS-CAP PROJS	12,150.00
11/22/2010	881568	10,800.00		
			TEMP STAFFING SVCS-CAP PROJS	10,800.00
<b>Vendor Total</b>		<b>22,950.00</b>		
<b>FYTD for SA ASSOCIATES</b>		<b>45,900.00</b>		
<b>SABRE LIGHTING AND SIGNS</b>				
11/29/2010	205303	8,350.50		
			BAL.MFG/INSTALL 80 BANNERS	8,350.50
<b>Vendor Total</b>		<b>8,350.50</b>		
<b>FYTD for SABRE LIGHTING AND SIGNS</b>		<b>16,701.00</b>		
<b>SALCEDO, ANGELICA</b>				
11/22/2010	205194	200.00		
			REFUND-10/23 TOWNGATE C/C	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for SALCEDO, ANGELICA</b>		<b>200.00</b>		
<b>SAMPSON, TRINA</b>				
11/15/2010	205115	40.00		
			REFUND-PEE WEE BASKETBALL	40.00
<b>Vendor Total</b>		<b>40.00</b>		
<b>FYTD for SAMPSON, TRINA</b>		<b>40.00</b>		
<b>SAN BERNARDINO &amp; RIVERSIDE CO FIRE EQUIP</b>				
11/22/2010	881569	204.77		
			TESTED ANSUAL-SENIOR CENTER	76.26
			TESTED ANSUAL-CONF & REC.	128.51
<b>Vendor Total</b>		<b>204.77</b>		
<b>FYTD for SAN BERNARDINO &amp; RIVERSIDE CO FIRE EQUIP</b>		<b>643.33</b>		



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SAN BERNARDINO AMERICAN, THE</b>				
11/22/2010	881570	378.42		
			NOTICE INV BIDS AD-60/NASON	378.42
<b>Vendor Total</b>		<b>378.42</b>		
<b>FYTD for SAN BERNARDINO AMERICAN, THE</b>		<b>378.42</b>		
<b>SCHOOL SPACE SOLUTIONS INC</b>				
11/8/2010	205036	1,954.63		
			2 STORAGE CABINETS	1,954.63
<b>Vendor Total</b>		<b>1,954.63</b>		
<b>FYTD for SCHOOL SPACE SOLUTIONS INC</b>		<b>1,954.63</b>		
<b>SECTRAN SECURITY, INC</b>				
11/1/2010	204923	463.50		
			TRANSPORT SVCS-PARKS	154.50
			TRANSPORT SVCS-UTILITIES	154.50
			TRANSPORT SVCS-FINANCE	154.50
<b>Vendor Total</b>		<b>463.50</b>		
<b>FYTD for SECTRAN SECURITY, INC</b>		<b>2,317.50</b>		
<b>SECURITY LOCK &amp; KEY</b>				
11/22/2010	881571	92.34		
			LOCK REPAIRS	92.34
11/29/2010	881608	1,036.83		
			RE-KEY EOC TO CITY STANDARDS	1,036.83
<b>Vendor Total</b>		<b>1,129.17</b>		
<b>FYTD for SECURITY LOCK &amp; KEY</b>		<b>1,506.85</b>		
<b>SHAH, JAGDISH</b>				
11/15/2010	881537	15,120.00		
			TEMP STAFFING SVCS-CAP PROJS	15,120.00
<b>Vendor Total</b>		<b>15,120.00</b>		
<b>FYTD for SHAH, JAGDISH</b>		<b>91,800.00</b>		
<b>SHARRETT, SHARON K.</b>				
11/8/2010	205037	193.36		
			RETIREE MED NOV '10	193.36
<b>Vendor Total</b>		<b>193.36</b>		
<b>FYTD for SHARRETT, SHARON K.</b>		<b>966.80</b>		
<b>SHELDON, STUART H.</b>				
11/8/2010	205038	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for SHELDON, STUART H.</b>		<b>1,593.65</b>		





# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SHELL OIL CO.</b>				
11/29/2010	205304	96.96	FUEL PURCHASES	96.96
11/29/2010	205305	44.31	FUEL PURCHASES	44.31
11/29/2010	205306	293.67	FUEL PURCHASES	293.67
11/29/2010	205307	1,487.28	FUEL PURCHASES	1,487.28
<b>Vendor Total</b>		<b>1,922.22</b>		
<b>FYTD for SHELL OIL CO.</b>		<b>8,822.23</b>		
<b>SHURTLEFF, JEANNETTE L.</b>				
11/15/2010	205127	760.00	INSTRUCTION SVCS-20 DAYS	760.00
<b>Vendor Total</b>		<b>760.00</b>		
<b>FYTD for SHURTLEFF, JEANNETTE L.</b>		<b>2,128.00</b>		
<b>SILVA, ESTHER</b>				
11/8/2010	205039	65.00	REFUND-CPR CLASS	65.00
<b>Vendor Total</b>		<b>65.00</b>		
<b>FYTD for SILVA, ESTHER</b>		<b>65.00</b>		
<b>SINGER &amp; COFFIN, APC</b>				
11/15/2010	881539	875.50	LEGAL SVCS	875.50
<b>Vendor Total</b>		<b>875.50</b>		
<b>FYTD for SINGER &amp; COFFIN, APC</b>		<b>7,459.98</b>		
<b>SKY PUBLISHING</b>				
11/1/2010	204925	8,773.50	PRINTING SVCS-SOARING MAGAZINE	8,773.50
11/8/2010	205040	10,448.50	PRINTING SVCS-SOARING MAGAZINE ADVERTISING SVCS-EDD	8,773.50 1,675.00
<b>Vendor Total</b>		<b>19,222.00</b>		
<b>FYTD for SKY PUBLISHING</b>		<b>41,539.00</b>		
<b>SKY TRAILS MOBILE VILLAGE</b>				
11/15/2010	881540	31.74	REFUND UTILITY USER TAXES	31.74
<b>Vendor Total</b>		<b>31.74</b>		
<b>FYTD for SKY TRAILS MOBILE VILLAGE</b>		<b>128.05</b>		



**City of Moreno Valley**  
**Check Register**  
 For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SLAGERMAN, SUSAN A.</b>				
11/8/2010	881498	637.46	RETIREE MED SEP-OCT '10	637.46
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for SLAGERMAN, SUSAN A.</b>		<b>1,593.65</b>		
<b>SMITH, MARIA A.</b>				
11/8/2010	881499	315.59	RETIREE MED NOV '10	315.59
<b>Vendor Total</b>		<b>315.59</b>		
<b>FYTD for SMITH, MARIA A.</b>		<b>1,577.95</b>		
<b>SMUS, PAULA</b>				
11/15/2010	205116	42.50	MILEAGE REIMBURSEMENT	16.50
			MILEAGE REIMBURSEMENT	26.00
<b>Vendor Total</b>		<b>42.50</b>		
<b>FYTD for SMUS, PAULA</b>		<b>146.60</b>		
<b>SOCO GROUP, INC</b>				
11/1/2010	881420	12,102.44	FUEL PURCHASE	5,594.95
			FUEL PURCHASE	6,507.49
11/15/2010	881541	8,564.74	FUEL PURCHASE	8,564.74
11/29/2010	881609	19,179.81	FUEL PURCHASE	6,559.12
			FUEL PURCHASE	6,440.89
			FUEL PURCHASE	6,179.80
<b>Vendor Total</b>		<b>39,846.99</b>		
<b>FYTD for SOCO GROUP, INC</b>		<b>138,566.40</b>		
<b>SODEN ENTERPRISES, INC. DBA EASY YOGA</b>				
11/8/2010	205041	154.80	INSTRUCTOR SVCS-YOGA 6	154.80
<b>Vendor Total</b>		<b>154.80</b>		
<b>FYTD for SODEN ENTERPRISES, INC. DBA EASY YOGA</b>		<b>438.60</b>		
<b>SOSA, HUGO</b>				
11/1/2010	204926	240.00	INSTRUCTOR SVCS-KARATODO 3	90.00
			INSTRUCTOR SVCS-KARATODO 5	150.00
<b>Vendor Total</b>		<b>240.00</b>		
<b>FYTD for SOSA, HUGO</b>		<b>240.00</b>		



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SOUTH COAST AIR QUALITY MGMT DISTRICT</b>				
11/8/2010	205042	109.00		
			FY10/11 FLAT FEE-ANIMAL SHLTR	109.00
11/8/2010	205043	293.21		
			ELEC GEN-DIESEL-ANIMAL SHLTR	293.21
	<b>Vendor Total</b>	<b>402.21</b>		
<b>FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT</b>		<b>1,391.49</b>		



# City of Moreno Valley

## Check Register

For Period 11/1/2010 through 11/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SOUTHERN CALIFORNIA EDISON</b>				
11/1/2010	204928	4,539.04		
			ELECTRICITY	43.68
			ELECTRICITY	22.20
			ELECTRICITY	1,095.84
			ELECTRICITY	846.98
			ELECTRICITY	159.20
			ELECTRICITY	352.55
			ELECTRICITY	1,013.71
			ELECTRICITY	144.01
			ELECTRICITY	538.27
			ELECTRICITY	112.70
			ELECTRICITY	85.33
			ELECTRICITY	124.57
11/8/2010	205044	9,294.63		
			ELECTRICITY	121.83
			ELECTRICITY	122.19
			ELECTRICITY	2,314.63
			ELECTRICITY	545.39
			ELECTRICITY	974.55
			ELECTRICITY	1,449.68
			ELECTRICITY	699.13
			ELECTRICITY	600.95
			ELECTRICITY	304.87
			ELECTRICITY	1,432.67
			ELECTRICITY	184.76
			ELECTRICITY	22.72
			ELECTRICITY	304.13
			ELECTRICITY	217.13
11/8/2010	205045	2,625.22		
			WDAT CHARGES-IRIS	2,625.22
11/22/2010	205195	15,780.73		
			ELECTRICITY	856.29
			ELECTRICITY	45.29
			ELECTRICITY	23.30
			ELECTRICITY	591.30
			ELECTRICITY	531.19
			ELECTRICITY	154.33
			ELECTRICITY	3,300.66
			ELECTRICITY	517.97
			ELECTRICITY	1,019.87
			ELECTRICITY	46.60
			ELECTRICITY	1,179.89
			ELECTRICITY	1,204.68
			ELECTRICITY	24.02
			ELECTRICITY	5,086.29
			ELECTRICITY	503.34
			ELECTRICITY	23.30
			ELECTRICITY	70.14
			ELECTRICITY	136.72
			ELECTRICITY	60.10
			ELECTRICITY	405.45
11/29/2010	205308	1,419.99		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	74.42
			ELECTRICITY	25.98
			ELECTRICITY	44.56
			ELECTRICITY	23.74
			ELECTRICITY	466.79
			ELECTRICITY	227.77
			ELECTRICITY	283.36
			ELECTRICITY	91.06
			ELECTRICITY	51.79
			ELECTRICITY	130.52

**Vendor Total 33,659.61**

<b>FYTD for SOUTHERN CALIFORNIA EDISON</b>	<b>1,305,571.32</b>
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### SOUTHERN CALIFORNIA GAS CO.

11/8/2010	205046	389.58		
			GAS CHARGES	389.58
11/22/2010	205196	4,574.39		
			GAS CHARGES	861.69
			GAS CHARGES	2,371.50
			GAS CHARGES	16.26
			GAS CHARGES	29.36
			GAS CHARGES	432.03
			GAS CHARGES	90.03
			GAS CHARGES	27.43
			GAS CHARGES	272.57
			GAS CHARGES	81.04
			GAS CHARGES	87.06
			GAS CHARGES	59.17
			GAS CHARGES	83.80
			GAS CHARGES	49.14
			GAS CHARGES	88.25
			GAS CHARGES	25.06

**Vendor Total 4,963.97**

<b>FYTD for SOUTHERN CALIFORNIA GAS CO.</b>	<b>19,428.67</b>
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### SOUTHERN PET SUPPLIES

11/29/2010	881610	561.20		
			PET SUPPLIES-ANML SHLTR	561.20

**Vendor Total 561.20**

<b>FYTD for SOUTHERN PET SUPPLIES</b>	<b>1,276.65</b>
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# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SPARKLETTS</b>				
11/1/2010	204929	42.94		
			WATER SERVICE	22.12
			WATER SERVICE	16.32
			WATER SERVICE	4.50
11/8/2010	205047	31.59		
			WATER SERVICE	25.07
			WATER SERVICE	6.52
11/22/2010	205197	15.09		
			WATER SERVICE	15.09
11/29/2010	205310	37.63		
			WATER SERVICE	21.29
			WATER SERVICE	16.34
<b>Vendor Total</b>		<b>127.25</b>		
<b>FYTD for SPARKLETTS</b>		<b>339.25</b>		
<b>SPECK, GARY B.</b>				
11/8/2010	881500	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for SPECK, GARY B.</b>		<b>1,593.65</b>		
<b>SPECTRUM CARE</b>				
11/22/2010	881572	12,333.33		
			LANDSCAPE MAINT-ZONE E-1	10,540.00
			LANDSCAPE MAINT-ZONE E-1A	1,793.33
<b>Vendor Total</b>		<b>12,333.33</b>		
<b>FYTD for SPECTRUM CARE</b>		<b>61,666.65</b>		
<b>SPENCER, MARTHA</b>				
11/8/2010	881501	194.53		
			RETIREE MED NOV '10	194.53
<b>Vendor Total</b>		<b>194.53</b>		
<b>FYTD for SPENCER, MARTHA</b>		<b>972.65</b>		
<b>SPRINT/NEXTEL</b>				
11/1/2010	881421	264.62		
			CELL PH CHRGS-PD-SET	221.31
			CELL PH CHRGS-PD-GTF	43.31
11/15/2010	881542	621.49		
			CELL PH CHRGS-PD-GTF	621.49
<b>Vendor Total</b>		<b>886.11</b>		
<b>FYTD for SPRINT/NEXTEL</b>		<b>1,290.31</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>STANDARD INSURANCE CO</b>				
11/8/2010	205048	1,635.48		
			SUPPLEMENTAL INSURANCE	1,635.48
<b>Vendor Total</b>		<b>1,635.48</b>		
<b>FYTD for STANDARD INSURANCE CO</b>		<b>163,459.90</b>		
<b>STANLEY CONVERGENT SECURITY SOLUTNS, INC</b>				
11/1/2010	881422	2,336.13		
			MONITORING SVCS-TECH SVCS	330.00
			MONITORING SVCS-PARKS	227.16
			MONITORING SVCS-PARKS	172.92
			MONITORING SVCS-STARS BLDG	123.00
			MONITORING SVCS-PD/GTF	99.00
			MONITORING SVCS-ANNX #1	207.00
			MONITORING SVCS-RED MAPLE	354.00
			MONITORING SVCS-CITY HALL	493.50
			MONITORING SVCS-LIBRARY	329.55
11/29/2010	881611	1,868.94		
			MONITORING SVCS-SNACK BARS	172.92
			MONITORING SVCS-CITY YARD	627.00
			MONITORING SVCS-TRANSP TRLR	105.00
			MONITORING SVCS-SENIOR CTR	333.03
			MONITORING SVCS-SPCL DIST ANN	105.00
			MONITORING SVCS-ANML SHLTR	249.99
			MONITORING SVCS-FAC ANN	276.00
<b>Vendor Total</b>		<b>4,205.07</b>		
<b>FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC</b>		<b>14,575.59</b>		
<b>STATE BOARD OF EQUALIZATION</b>				
11/24/2010	1031101	2,055.00		
			SALES & USE TAX 10/1-10/31/10	2,055.00
<b>Vendor Total</b>		<b>2,055.00</b>		
<b>FYTD for STATE BOARD OF EQUALIZATION</b>		<b>11,677.00</b>		
<b>STATE DISBURSEMENT UNIT</b>				
11/11/2010	2741	905.22		
			CHILD SUPPORT W/H 11/11/10	905.22
11/24/2010	2749	1,878.83		
			CHILD SUPPORT W/H 11/24/10	1,878.83
<b>Vendor Total</b>		<b>2,784.05</b>		
<b>FYTD for STATE DISBURSEMENT UNIT</b>		<b>10,943.50</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>STATE OF CALIFORNIA DEPT. OF JUSTICE</b>				
11/8/2010	205050	70.00		
			BLOOD ALCHL ANLYS-PD	70.00
11/15/2010	205118	3,464.00		
			FINGERPRINTING SVCS-PD	3,464.00
<b>Vendor Total</b>		<b>3,534.00</b>		
<b>FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE</b>		<b>28,286.00</b>		
<b>STATE OF CALIFORNIA/DEPT OF COM SVCS&amp;DEV</b>				
11/1/2010	204930	918.83		
			REFUND-MVU	140.62
			REFUND-MVU	245.02
			REFUND-MVU	203.33
			REFUND-MVU	64.71
			REFUND-MVU	156.44
			REFUND-MVU	27.18
			REFUND-MVU	81.53
<b>Vendor Total</b>		<b>918.83</b>		
<b>FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&amp;DEV</b>		<b>1,418.54</b>		
<b>STEDFAST, STORMY</b>				
11/29/2010	205311	10.00		
			REFUND-LICENSE FEE	10.00
<b>Vendor Total</b>		<b>10.00</b>		
<b>FYTD for STEDFAST, STORMY</b>		<b>10.00</b>		
<b>STENO SOLUTIONS TRANSCRIPTION SVCS., IN</b>				
11/22/2010	205198	3,789.76		
			TRANSCRIPTION SVCS-POLICE	3,789.76
<b>Vendor Total</b>		<b>3,789.76</b>		
<b>FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN</b>		<b>15,053.44</b>		
<b>STEVE'S LANDSCAPING &amp; WEED ABATEMENT</b>				
11/8/2010	881502	3,208.00		
			WEED ABATEMENT SVC-FIRE PREV	294.00
			WEED ABATEMENT SVC-FIRE PREV	352.00
			WEED ABATEMENT SVC-FIRE PREV	692.00
			WEED ABATEMENT SVC-FIRE PREV	381.00
			WEED ABATEMENT SVC-FIRE PREV	294.00
			WEED ABATEMENT SVC-FIRE PREV	294.00
			WEED ABATEMENT SVC-FIRE PREV	178.00
			WEED ABATEMENT SVC-FIRE PREV	241.00
			WEED ABATEMENT SVC-FIRE PREV	241.00
			WEED ABATEMENT SVC-FIRE PREV	241.00
<b>Vendor Total</b>		<b>3,208.00</b>		
<b>FYTD for STEVE'S LANDSCAPING &amp; WEED ABATEMENT</b>		<b>54,463.75</b>		





# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>STEWART TITLE OF CALIFORNIA</b>				
11/2/2010	1011021	21,081.00		
			ROW ACQ & ESCRW-15030 PERRIS	21,081.00
11/24/2010	1011071	6,022.00		
			ACQ & ESCROW-11463 PERRIS BLVD	6,022.00
	<b>Vendor Total</b>	<b>27,103.00</b>		
<b>FYTD for STEWART TITLE OF CALIFORNIA</b>		<b>361,929.56</b>		
<b>STEWART, CLIFFORD</b>				
11/8/2010	881503	251.09		
			RETIREE MED NOV '10	251.09
	<b>Vendor Total</b>	<b>251.09</b>		
<b>FYTD for STEWART, CLIFFORD</b>		<b>1,255.45</b>		
<b>STILES ANIMAL REMOVAL, INC.</b>				
11/22/2010	205199	150.00		
			ANIMAL REMOVAL SVCS	150.00
	<b>Vendor Total</b>	<b>150.00</b>		
<b>FYTD for STILES ANIMAL REMOVAL, INC.</b>		<b>450.00</b>		
<b>STK ARCHITECTURE, INC.</b>				
11/22/2010	881573	3,525.83		
			MORRISON PRK FIRE STATION PROJ	3,525.83
	<b>Vendor Total</b>	<b>3,525.83</b>		
<b>FYTD for STK ARCHITECTURE, INC.</b>		<b>134,054.38</b>		
<b>STRICKLER ASSOCIATION, THE</b>				
11/8/2010	881504	2,210.00		
			PROF CONSULTANT SVCS	1,105.00
			PROF CONSULTANT SVCS	1,105.00
11/29/2010	881612	4,160.00		
			PROF.CONSULTANT SVC.	4,160.00
	<b>Vendor Total</b>	<b>6,370.00</b>		
<b>FYTD for STRICKLER ASSOCIATION, THE</b>		<b>7,280.00</b>		
<b>STRICKLER II, JOHN W.</b>				
11/8/2010	881505	318.73		
			RETIREE MED NOV '10	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for STRICKLER II, JOHN W.</b>		<b>1,593.65</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>STUCKEY, HARRIETTE</b>				
11/29/2010	205312	84.00		
			INSTRUCTOR SVCS-DANCE 2	33.60
			INSTRUCTOR SVCS-DANCE 3	50.40
<b>Vendor Total</b>		<b>84.00</b>		
<b>FYTD for STUCKEY, HARRIETTE</b>		<b>470.40</b>		
<b>SUNDOWN WINDOW TINTING</b>				
11/15/2010	881543	4,359.00		
			INSTALL SOLAR WINDOW FILM-EOC	4,359.00
<b>Vendor Total</b>		<b>4,359.00</b>		
<b>FYTD for SUNDOWN WINDOW TINTING</b>		<b>4,893.00</b>		
<b>SUNNYMEAD ACE HARDWARE</b>				
11/1/2010	204931	294.65		
			MISC.SUPPLIES-POLICE	9.43
			MISC.SUPPLIES-POLICE	187.25
			MISC.SUPPLIES-POLICE	3.80
			MISC.SUPPLIES-POLICE	22.26
			MISC.SUPPLIES-POLICE	57.38
			MISC.SUPPLIES-POLICE	5.18
			MISC.SUPPLIES-POLICE	4.35
			MISC.SUPPLIES-POLICE	5.00
11/8/2010	205051	4.77		
			MISC.SUPPLIES-POLICE	8.58
			MISC.SUPPLIES-FIRE DEPT.	10.31
			MISC.SUPPLIES-POLICE	-14.12
11/15/2010	205119	14.13		
			MISC.SUPPLIES-CFD #1	14.13
11/22/2010	205200	22.98		
			MISC.SUPPLIES-POLICE	10.00
			MISC.SUPPLIES-POLICE	12.98
11/29/2010	205313	59.27		
			MISC.SUPPLIES-POLICE	27.48
			MISC.SUPPLIES-POLICE	1.95
			MISC.SUPPLIES-FIRE DEPT.	6.51
			MISC.SUPPLIES-FIRE DEPT.	5.43
			MISC.SUPPLIES-FIRE DEPT.	17.90
<b>Vendor Total</b>		<b>395.80</b>		
<b>FYTD for SUNNYMEAD ACE HARDWARE</b>		<b>788.95</b>		
<b>TAX COMPLIANCE SERVICES</b>				
11/15/2010	205120	6,250.00		
			UUT COMPLIANCE SERVICE	6,250.00
<b>Vendor Total</b>		<b>6,250.00</b>		
<b>FYTD for TAX COMPLIANCE SERVICES</b>		<b>18,750.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>TAYLOR'S APPLIANCE</b>				
11/29/2010	205314	222.96		
			APPLIANCE REPAIRS	40.00
			APPLIANCE REPAIRS	182.96
<b>Vendor Total</b>		<b>222.96</b>		
<b>FYTD for TAYLOR'S APPLIANCE</b>		<b>222.96</b>		
<b>TEMPLE, MARIAN</b>				
11/29/2010	205315	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for TEMPLE, MARIAN</b>		<b>95.00</b>		
<b>THERMAL-COOL INC.</b>				
11/8/2010	205052	150.00		
			REPAIRS-CITY HALL A/C	150.00
11/22/2010	205202	105.00		
			REPAIRS-ESA ANNEX	105.00
11/29/2010	205316	565.00		
			AIR COND. REPAIRS	565.00
<b>Vendor Total</b>		<b>820.00</b>		
<b>FYTD for THERMAL-COOL INC.</b>		<b>2,157.02</b>		
<b>THOMASKELLY SOFTWARE ASSOC</b>				
11/8/2010	881506	1,829.25		
			EZ REPORTS FOR 3 ADDED SITES	1,829.25
<b>Vendor Total</b>		<b>1,829.25</b>		
<b>FYTD for THOMASKELLY SOFTWARE ASSOC</b>		<b>26,219.49</b>		
<b>THOMSON REUTERS</b>				
11/22/2010	205203	415.00		
			SUBSCRIPTION-TITLE 8 & 21 CA.	415.00
<b>Vendor Total</b>		<b>415.00</b>		
<b>FYTD for THOMSON REUTERS</b>		<b>415.00</b>		
<b>THOMSON REUTERS INC</b>				
11/1/2010	204932	447.01		
			LEGAL PUBLICATION SBSCRPTN	447.01
11/29/2010	205317	486.76		
			SUBSCRIPTION CHARGES	199.09
			SUBSCRIPTION CHARGES	287.67
<b>Vendor Total</b>		<b>933.77</b>		
<b>FYTD for THOMSON REUTERS INC</b>		<b>2,702.40</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>TORO, PAMELA</b>				
11/29/2010	205318	25.00	REFUND-CANCELLED EVENT	25.00
<b>Vendor Total</b>		<b>25.00</b>		
<b>FYTD for TORO, PAMELA</b>		<b>50.00</b>		
<b>TORRES, GRACIELA</b>				
11/29/2010	205319	200.00	REFUND-TOWNGATE EVENT	180.00
			REFUND-TOWNGATE EVENT	20.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for TORRES, GRACIELA</b>		<b>200.00</b>		
<b>TRICHE, TARA</b>				
11/22/2010	205204	1,842.60	INSTRUCTOR SVCS-BALLET 9	199.80
			INSTRUCTOR SVCS-BALLET 17	377.40
			INSTRUCTOR SVCS-DANCE 5	111.00
			INSTRUCTOR SVCS-DANCE 8	177.60
			INSTRUCTOR SVCS-DANCE 13	288.60
			INSTRUCTOR SVCS-DANCE 15	333.00
			INSTRUCTOR SVCS-HIPHOP 14	310.80
			INSTRUCTOR SVCS-BALLET 2	44.40
<b>Vendor Total</b>		<b>1,842.60</b>		
<b>FYTD for TRICHE, TARA</b>		<b>8,880.00</b>		
<b>TRI-CITY LINEN SUPPLY, INC.</b>				
11/8/2010	205053	94.50	LINEN SVCS	25.00
			LINEN SVCS	69.50
11/15/2010	205121	92.75	LINEN SVCS	92.75
11/29/2010	205320	50.00	LINEN SVCS	25.00
			LINEN SVCS	25.00
<b>Vendor Total</b>		<b>237.25</b>		
<b>FYTD for TRI-CITY LINEN SUPPLY, INC.</b>		<b>745.25</b>		
<b>TROPICAL PLAZA NURSERY, INC.</b>				
11/15/2010	205122	16,126.79	LNDSCP MAINT-ZONE E-2	15,700.00
			LNDSCP MAINT-ZONE E-2	426.79
<b>Vendor Total</b>		<b>16,126.79</b>		
<b>FYTD for TROPICAL PLAZA NURSERY, INC.</b>		<b>83,950.74</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>TRUGREEN LANDCARE</b>				
11/8/2010	881507	22,904.77		
			LANDSCAPE MAINT-SUNNYMEAD	650.00
			LANDSCAPE MAINT-ZONE DSG-1/10	14,829.88
			LNDSCP MAINT-ZONE M	5,324.89
			LNDSCP MAINT-ZONE DSG-1/10	1,650.00
			LNDSCP MAINT-ZONE M	450.00
11/22/2010	881574	7,809.89		
			LNDSCP MAINT-ZONE E-16	2,485.00
			LNDSCP MAINT-ZONE M	5,324.89
11/29/2010	881613	7,291.01		
			LNDSCP MAINT-ZONE DSG-1/10	7,291.01
	<b>Vendor Total</b>	<b>38,005.67</b>		
<b>FYTD for TRUGREEN LANDCARE</b>		<b>152,545.99</b>		
<b>TUCKER, AMANDA</b>				
11/1/2010	204933	20.00		
			REFUND-RABIES DEPOSIT	20.00
	<b>Vendor Total</b>	<b>20.00</b>		
<b>FYTD for TUCKER, AMANDA</b>		<b>20.00</b>		
<b>TUNTLAND, JAMES</b>				
11/8/2010	881508	251.09		
			RETIREE MED NOV '10	251.09
	<b>Vendor Total</b>	<b>251.09</b>		
<b>FYTD for TUNTLAND, JAMES</b>		<b>1,255.45</b>		
<b>TURBOSCAPE, INC.</b>				
11/22/2010	881575	4,818.60		
			MULCH FOR TRACT 20404	4,818.60
	<b>Vendor Total</b>	<b>4,818.60</b>		
<b>FYTD for TURBOSCAPE, INC.</b>		<b>4,818.60</b>		
<b>U.S. HEALTHWORKS MEDICAL GROUP</b>				
11/1/2010	204934	2,100.00		
			ON-SITE FLU SHOTS-CITY YARD	650.00
			ON-SITE FLU SHOTS-CITY HALL	1,450.00
11/15/2010	205123	175.00		
			PRE-EMPLOYMENT PHYSICALS	65.00
			PRE-EMPLOYMENT PHYSICALS	110.00
	<b>Vendor Total</b>	<b>2,275.00</b>		
<b>FYTD for U.S. HEALTHWORKS MEDICAL GROUP</b>		<b>5,855.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>U.S. POSTAL SERVICE</b>				
11/1/2010	204935	8,000.00		
			POSTAGE TO MAIL RCRTN GUIDE	4,000.00
			POSTAGE TO MAIL RCRTN GUIDE	4,000.00
<b>Vendor Total</b>		<b>8,000.00</b>		
<b>FYTD for U.S. POSTAL SERVICE</b>		<b>8,000.00</b>		
<b>UNION BANK OF CALIFORNIA</b>				
11/1/2010	204936	446.00		
			INVESTMENT SAFEKEEPING SVCS.	446.00
<b>Vendor Total</b>		<b>446.00</b>		
<b>FYTD for UNION BANK OF CALIFORNIA</b>		<b>57,562.88</b>		
<b>UNITED CONTRACTORS COMPANY INC.</b>				
11/29/2010	881614	14,350.13		
			BOND RLS STOP NOTICE-EOC PROJ	14,350.13
<b>Vendor Total</b>		<b>14,350.13</b>		
<b>FYTD for UNITED CONTRACTORS COMPANY INC.</b>		<b>698,027.40</b>		
<b>UNITED POWER GENERATION, INC.</b>				
11/15/2010	205124	321.00		
			GENERATOR/ATS MONITORING SVC	321.00
<b>Vendor Total</b>		<b>321.00</b>		
<b>FYTD for UNITED POWER GENERATION, INC.</b>		<b>1,745.23</b>		
<b>UNITED ROTARY BRUSH CORP</b>				
11/29/2010	881581	7,054.91		
			BROOM KITS-ST SWEEPER	828.46
			BROOM KITS-ST SWEEPER	493.09
			BROOM KITS-ST SWEEPER	716.67
			BROOM KITS-ST SWEEPER	940.25
			BROOM KITS-ST SWEEPER	223.58
			BROOM KITS-ST SWEEPER	1,097.97
			BROOM KITS-ST SWEEPER	335.37
			BROOM KITS-ST SWEEPER	604.88
			BROOM KITS-ST SWEEPER	716.67
			BROOM KITS-ST SWEEPER	1,097.97
<b>Vendor Total</b>		<b>7,054.91</b>		
<b>FYTD for UNITED ROTARY BRUSH CORP</b>		<b>16,425.50</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>UNITED SITE SERVICES OF CA, INC.</b>				
11/1/2010	881423	282.27		
			PORTABLE TOILET SVC-GOLF COURS	77.33
			PORTABLE TOILET SVC-CITY YARD	97.55
			FENCE RENTAL-ANIMAL SHELTER	107.39
11/29/2010	881615	282.27		
			PORTABLE TOILET SVC-GOLF COURS	77.33
			FENCE RENTAL-ANIMAL SHELTER	107.39
			PORTABLE TOILET SVC-CITY YARD	97.55
<b>Vendor Total</b>		<b>564.54</b>		
<b>FYTD for UNITED SITE SERVICES OF CA, INC.</b>		<b>1,864.39</b>		
<b>UNITED STATES TREASURY</b>				
11/8/2010	205054	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
11/22/2010	205205	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for UNITED STATES TREASURY</b>		<b>550.00</b>		
<b>UNITED WAY OF INLAND VALLEYS</b>				
11/8/2010	205055	627.18		
			UNITED WAY CONTRIBUTIONS	627.18
11/22/2010	205206	627.18		
			UNITED WAY CONTRIBUTIONS	627.18
<b>Vendor Total</b>		<b>1,254.36</b>		
<b>FYTD for UNITED WAY OF INLAND VALLEYS</b>		<b>6,978.98</b>		
<b>UNIVERSAL LABEL</b>				
11/1/2010	204937	546.41		
			RECYCLED USED OIL LABELS	546.41
<b>Vendor Total</b>		<b>546.41</b>		
<b>FYTD for UNIVERSAL LABEL</b>		<b>546.41</b>		
<b>URBAN CROSSROADS, INC.</b>				
11/8/2010	205056	165.00		
			ON-CALL TRAFFIC ENGRNG	165.00
<b>Vendor Total</b>		<b>165.00</b>		
<b>FYTD for URBAN CROSSROADS, INC.</b>		<b>9,407.50</b>		
<b>URRUTIA, IGNACIO &amp; CLAUDIA</b>				
11/8/2010	205057	20.00		
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for URRUTIA, IGNACIO &amp; CLAUDIA</b>		<b>20.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>USA MOBILITY/ARCH WIRELESS</b>				
11/1/2010	881424	36.39		
			PAGER SVC-PARK RANGERS	1.81
			PAGER SVC-TRANSP. DIV.	4.66
			PAGER SVC-ANIMAL SVCS	29.92
11/29/2010	881616	36.59		
			PAGER SVC-PARK RANGERS	2.01
			PAGER SVC-TRANSP. DIV.	4.66
			PAGER SVC-ANIMAL SVCS	29.92
<b>Vendor Total</b>		<b>72.98</b>		
<b>FYTD for USA MOBILITY/ARCH WIRELESS</b>		<b>369.49</b>		
<b>VA CONSULTING, INC.</b>				
11/8/2010	881509	10,652.93		
			HEACOCK ST BRIDGE RPLCMNT PROJ	10,652.93
11/15/2010	881544	954.50		
			AUTO MALL STREET UPGRADES PROJ	954.50
<b>Vendor Total</b>		<b>11,607.43</b>		
<b>FYTD for VA CONSULTING, INC.</b>		<b>72,398.65</b>		
<b>VACATE PEST ELIMINATION COMPANY</b>				
11/22/2010	881576	1,160.00		
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-PRO SHOP	22.50
			PEST CNTRL-MVTV	22.50
			PEST CNTRL-CONF. & REC.	75.00
			PEST CNTRL-PSB	75.00
			PEST CNTRL-ANIMAL SHELTER	115.00
			PEST CNTRL-FAC.ANNEX	55.00
			PEST CNTRL-HOBBY SHOP	45.00
			PEST CNTRL-ASES STARS	45.00
			PEST CNTRL-MARCH C/C	45.00
			PEST CNTRL-SIGNS & SIGNAL	45.00
			PEST CNTRL-UTILITY OFFICE	45.00
			PEST CNTRL-FIRE ST. # 2	45.00
			PEST CNTRL-FIRE ST. # 6	45.00
			PEST CNTRL-FIRE ST. # 48	45.00
			PEST CNTRL-FIRE ST. # 58	45.00
			PEST CNTRL-FIRE ST. # 65	45.00
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-SENIOR CENTER	55.00
			PEST CNTRL-TOWNGATE C/C	45.00
<b>Vendor Total</b>		<b>1,160.00</b>		
<b>FYTD for VACATE PEST ELIMINATION COMPANY</b>		<b>8,315.00</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VALI COOPER &amp; ASSOCIATES, INC.</b>				
11/1/2010	881425	1,100.00		
			KITCHING ST IMPRVMENTS PROJ	1,100.00
11/8/2010	881510	8,190.00		
			TEMP STAFFING SVCS-CAP PROJS	8,190.00
11/29/2010	881617	3,040.00		
			DAY ST IMPRVMENTS PROJ SVCS	2,880.00
			DAY ST IMPRVMENTS PROJ SVCS	160.00
	<b>Vendor Total</b>	<b>12,330.00</b>		
<b>FYTD for VALI COOPER &amp; ASSOCIATES, INC.</b>		<b>56,705.00</b>		
<b>VALLEY CITIES/ GONZALES FENCE INC</b>				
11/8/2010	205058	3,360.00		
			FENCE & GATE REPAIRS	3,360.00
	<b>Vendor Total</b>	<b>3,360.00</b>		
<b>FYTD for VALLEY CITIES/ GONZALES FENCE INC</b>		<b>6,260.00</b>		
<b>VAN HALA, RUTH</b>				
11/22/2010	205207	63.79		
			REIMBURSE EXPENSES	63.79
	<b>Vendor Total</b>	<b>63.79</b>		
<b>FYTD for VAN HALA, RUTH</b>		<b>63.79</b>		
<b>VANDER HAWK CONSULTING, LLC</b>				
11/22/2010	205208	2,000.00		
			PAVEMENT MGMT UPDATE SVCS	77.00
			PAVEMENT MGMT UPDATE SVCS	1,923.00
	<b>Vendor Total</b>	<b>2,000.00</b>		
<b>FYTD for VANDER HAWK CONSULTING, LLC</b>		<b>2,000.00</b>		
<b>VAS ASSOCIATES, INC.</b>				
11/15/2010	881545	17,280.00		
			TEMP STAFFING SVCS-CAP PROJS	17,280.00
	<b>Vendor Total</b>	<b>17,280.00</b>		
<b>FYTD for VAS ASSOCIATES, INC.</b>		<b>93,720.00</b>		
<b>VCD CORPORATION</b>				
11/29/2010	205321	14,576.39		
			REHAB 15175 RENCHER CT.	14,576.39
	<b>Vendor Total</b>	<b>14,576.39</b>		
<b>FYTD for VCD CORPORATION</b>		<b>14,576.39</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VERIZON</b>				
11/22/2010	205209	1,683.14	BACKBONE CHRGS	1,683.14
<b>Vendor Total</b>		<b>1,683.14</b>		
<b>FYTD for VERIZON</b>		<b>8,495.33</b>		
<b>VERIZON CALIFORNIA</b>				
11/22/2010	205210	619.06	PHONE CHRGS	619.06
<b>Vendor Total</b>		<b>619.06</b>		
<b>FYTD for VERIZON CALIFORNIA</b>		<b>3,816.52</b>		
<b>VICTOR MEDICAL CO</b>				
11/29/2010	205322	1,179.94	ANIMAL MEDICAL SUPPLIES	1,179.94
<b>Vendor Total</b>		<b>1,179.94</b>		
<b>FYTD for VICTOR MEDICAL CO</b>		<b>6,782.75</b>		
<b>VIGIL, ERNEST</b>				
11/8/2010	881511	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for VIGIL, ERNEST</b>		<b>1,593.65</b>		
<b>VILLALVA, THERESA</b>				
11/8/2010	205059	100.00	REFUND-CITATION DISMISSED	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for VILLALVA, THERESA</b>		<b>100.00</b>		
<b>VINES, LISA</b>				
11/15/2010	205125	29.60	REFUND-YOUTH BASKETBALL	29.60
<b>Vendor Total</b>		<b>29.60</b>		
<b>FYTD for VINES, LISA</b>		<b>29.60</b>		
<b>VISION SERVICE PLAN</b>				
11/8/2010	881512	4,341.02	EMPLOYEE VISION INSURANCE	4,341.02
<b>Vendor Total</b>		<b>4,341.02</b>		
<b>FYTD for VISION SERVICE PLAN</b>		<b>21,678.44</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VISTA PAINT CORPORATION</b>				
11/1/2010	204938	726.17		
			PAINT/SUPPLIES-PARKS	726.17
11/22/2010	205211	62.02		
			PAINT/SUPPLIES-PARKS	62.02
11/29/2010	205323	578.36		
			PAINT/SUPPLIES-GRAFFITI	514.49
			PAINT/SUPPLIES-GRAFFITI	63.87
<b>Vendor Total</b>		<b>1,366.55</b>		
<b>FYTD for VISTA PAINT CORPORATION</b>		<b>4,807.22</b>		
<b>VOLPE, MIKE</b>				
11/8/2010	205060	50.00		
			REFUND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for VOLPE, MIKE</b>		<b>50.00</b>		
<b>VOLUNTEER CENTER OF RIVERSIDE COUNTY</b>				
11/8/2010	881513	774.88		
			RENTAL ASSIST SVCS-ADMIN FEES	774.88
11/29/2010	881618	1,466.98		
			INFORMATION/REFERRAL PROGRAM	465.48
			INFORMATION/REFERRAL PROGRAM	615.49
			RENTAL ASSIST SVCS-ADMIN FEES	386.01
<b>Vendor Total</b>		<b>2,241.86</b>		
<b>FYTD for VOLUNTEER CENTER OF RIVERSIDE COUNTY</b>		<b>89,246.70</b>		
<b>VOYAGER FLEET SYSTEM, INC.</b>				
11/29/2010	881619	2,473.61		
			CNG FUEL PURCHASE	2,044.89
			CNG FUEL PURCHASE	428.72
<b>Vendor Total</b>		<b>2,473.61</b>		
<b>FYTD for VOYAGER FLEET SYSTEM, INC.</b>		<b>11,858.67</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VULCAN MATERIALS CO, INC.</b>				
11/1/2010	204939	277.58		
			ASPHALTIC MATERIALS	138.79
			ASPHALTIC MATERIALS	138.79
11/8/2010	205061	2,692.38		
			ASPHALTIC MATERIALS	2,692.38
11/29/2010	205324	745.11		
			ASPHALTIC MATERIALS	103.85
			ASPHALTIC MATERIALS	70.29
			ASPHALTIC MATERIALS	138.79
			ASPHALTIC MATERIALS	103.17
			ASPHALTIC MATERIALS	329.01
<b>Vendor Total</b>		<b>3,715.07</b>		
<b>FYTD for VULCAN MATERIALS CO, INC.</b>		<b>13,896.90</b>		
<b>WAGGONER JR., GLENN C.</b>				
11/8/2010	881514	318.73		
			RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WAGGONER JR., GLENN C.</b>		<b>1,593.65</b>		
<b>WAGNER, GARY D.</b>				
11/8/2010	881515	315.59		
			RETIREE MED NOV '10	315.59
<b>Vendor Total</b>		<b>315.59</b>		
<b>FYTD for WAGNER, GARY D.</b>		<b>1,577.95</b>		
<b>WAGONER, ROBERT</b>				
11/8/2010	881516	360.40		
			RETIREE MED OCT-NOV '10	360.40
<b>Vendor Total</b>		<b>360.40</b>		
<b>FYTD for WAGONER, ROBERT</b>		<b>1,081.20</b>		
<b>WAGY, CARYLON</b>				
11/8/2010	205062	318.73		
			RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WAGY, CARYLON</b>		<b>1,593.65</b>		
<b>WALDINA, LEON</b>				
11/22/2010	205212	25.00		
			REFUND-CITATION FEE	25.00
<b>Vendor Total</b>		<b>25.00</b>		
<b>FYTD for WALDINA, LEON</b>		<b>25.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WALKER, DONNA JEAN</b>				
11/15/2010	205128	190.00	INSTRUCTION SVCS-5 DAYS	190.00
<b>Vendor Total</b>		<b>190.00</b>		
<b>FYTD for WALKER, DONNA JEAN</b>		<b>190.00</b>		
<b>WASSON, KIRK</b>				
11/15/2010	881547	190.00	INSTRUCTION SVCS-5 DAYS	190.00
<b>Vendor Total</b>		<b>190.00</b>		
<b>FYTD for WASSON, KIRK</b>		<b>266.00</b>		
<b>WASTE MANAGEMENT OF THE INLAND EMPIRE</b>				
11/1/2010	204940	1,244.51	ROLL-OFF STORAGE BIN RENTALS	1,244.51
<b>Vendor Total</b>		<b>1,244.51</b>		
<b>FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE</b>		<b>4,978.04</b>		
<b>WEST COAST ARBORISTS, INC.</b>				
11/8/2010	205063	3,150.00	TRIM & CROWN TREES	3,150.00
<b>Vendor Total</b>		<b>3,150.00</b>		
<b>FYTD for WEST COAST ARBORISTS, INC.</b>		<b>3,150.00</b>		
<b>WEST PUBLISHING CORPORATION</b>				
11/29/2010	205326	535.00	SUBSCRIPTION CHARGES	535.00
<b>Vendor Total</b>		<b>535.00</b>		
<b>FYTD for WEST PUBLISHING CORPORATION</b>		<b>2,105.00</b>		
<b>WESTERN MUNICIPAL WATER DISTRICT</b>				
11/22/2010	205213	932.32	WATER CHARGES	544.18
			WATER CHARGES	327.86
			WATER CHARGES	60.28
<b>Vendor Total</b>		<b>932.32</b>		
<b>FYTD for WESTERN MUNICIPAL WATER DISTRICT</b>		<b>14,274.62</b>		
<b>WHEELER, GERALD</b>				
11/8/2010	205064	75.60	INSTRUCTOR SVCS-GOLF 3	75.60
<b>Vendor Total</b>		<b>75.60</b>		
<b>FYTD for WHEELER, GERALD</b>		<b>453.60</b>		



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<b>WIELIN, RONALD A.</b>				
11/8/2010	881517	318.73	RETIREE MED NOV '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WIELIN, RONALD A.</b>		<b>1,593.65</b>		
<b>WILLDAN AND ASSOCIATES</b>				
11/29/2010	205327	14,589.79	PROFESSIONAL SERVICES MORENO BEACH DR WIDENING PROJ	6,169.79 8,420.00
<b>Vendor Total</b>		<b>14,589.79</b>		
<b>FYTD for WILLDAN AND ASSOCIATES</b>		<b>65,863.01</b>		
<b>WILLDAN FINANCIAL SERVICES</b>				
11/22/2010	205214	4,151.14	PROF.SERVICES-CFD #7	4,151.14
<b>Vendor Total</b>		<b>4,151.14</b>		
<b>FYTD for WILLDAN FINANCIAL SERVICES</b>		<b>10,996.54</b>		
<b>WILLIAMS, JANE L.</b>				
11/8/2010	881518	152.83	RETIREE MED AUG '10 RETIREE MED OCT '10	24.05 128.78
<b>Vendor Total</b>		<b>152.83</b>		
<b>FYTD for WILLIAMS, JANE L.</b>		<b>838.43</b>		
<b>WILLIS, ROBERT H</b>				
11/22/2010	205215	54.00	SPORTS OFFICIATING SVCS	54.00
<b>Vendor Total</b>		<b>54.00</b>		
<b>FYTD for WILLIS, ROBERT H</b>		<b>54.00</b>		
<b>WILLOUGHBY, LORIA</b>				
11/8/2010	881519	117.00	MILEAGE REIMBURSEMENT	117.00
11/29/2010	881620	96.00	MILEAGE REIMBURSEMENT	96.00
<b>Vendor Total</b>		<b>213.00</b>		
<b>FYTD for WILLOUGHBY, LORIA</b>		<b>300.00</b>		
<b>WINZLER &amp; KELLY CONSULTING ENGINEERS</b>				
11/22/2010	881578	21,230.00	TEMP STAFFING SVCS-CAP PROJS	21,230.00
<b>Vendor Total</b>		<b>21,230.00</b>		
<b>FYTD for WINZLER &amp; KELLY CONSULTING ENGINEERS</b>		<b>37,427.50</b>		



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<b>WIRZ &amp; COMPANY</b>				
11/22/2010	205216	1,489.83		
			6,000 VEHICLE TAG LABELS	1,370.65
			6,000 VEHICLE TAG LABELS	119.18
	<b>Vendor Total</b>	<b>1,489.83</b>		
<b>FYTD for WIRZ &amp; COMPANY</b>		<b>1,489.83</b>		



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<b>WURM'S JANITORIAL SERVICES, INC.</b>				
11/1/2010	881426	22,085.32		
			JANITORIAL SVCS-CITY HALL	4,588.23
			JANITORIAL SVCS-CITY YARD	346.90
			JANITORIAL SVCS-TRANS.TRAILER	98.40
			JANITORIAL SVCS-EOC	688.36
			JANITORIAL SVCS-S.D.ANNEX	735.73
			JANITORIAL SVCS-FAC.ANNEX	124.29
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-MARCH C/C	955.70
			JANITORIAL SVCS-PRO SHOP	644.70
			JANITORIAL SVCS-MVTV	58.05
			JANITORIAL SVCS-PSB	5,564.25
			JANITORIAL SVCS-SENIOR CTR	1,916.18
			JANITORIAL SVCS-TECH ANNEX	453.43
			JANITORIAL SVCS-CONF.& REC.	3,447.93
			JANITORIAL SVCS-TOWNGATE C/C	691.38
11/8/2010	881520	1,292.30		
			JANITORIAL SVCS-FAC.ANNEX	1,017.30
			WINDOW CLEANING SVCS-NEW EOC	275.00
11/15/2010	881548	1,096.60		
			JANITORIAL SVCS-EMPL.RES.CTR	532.81
			JANITORIAL SVCS-GANG TASK FRC	112.82
			JANITORIAL SVCS-STARS	298.87
			JANITORIAL SVCS-S/MEAD MIDDLE	152.10
11/22/2010	881579	22,889.80		
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-MARCH C/C	955.70
			JANITORIAL SVCS-PRO SHOP	644.70
			JANITORIAL SVCS-MVTV	58.05
			JANITORIAL SVCS-EOC	688.36
			JANITORIAL SVCS-PSB	5,564.25
			JANITORIAL SVCS-SENIOR CENTER	1,916.18
			JANITORIAL SVCS-RED MAPLE	310.19
			JANITORIAL SVCS-RAINBOW	310.19
			JANITORIAL SVCS-S/MEAD ELEM.	184.10
			JANITORIAL SVCS-TOWNGATE C/C	691.38
			JANITORIAL SVCS-T/S ANNEX	453.43
			JANITORIAL SVCS-CONF.& REC	3,447.93
			JANITORIAL SVCS-CITY HALL	4,588.23
			JANITORIAL SVCS-CITY YARD	346.90
			JANITORIAL SVCS-TRANS.TR.	98.40
			JANITORIAL SVCS-SPEC.DIST.	735.73
			JANITORIAL SVCS-FACILITIES	124.29
11/29/2010	881621	3,775.00		
			JANITORIAL SVCS-C & R SPECIALS	1,825.00
			JANITORIAL SVCS-TWNGT SPECIALS	600.00
			JANITORIAL SVCS-SENIOR SPECIAL	390.00
			JANITORIAL SVCS-DAY PORTER	960.00
<b>Vendor Total</b>		<b>51,139.02</b>		
		<b>134,972.73</b>		
<b>FYTD for WURM'S JANITORIAL SERVICES, INC.</b>		<b>134,972.73</b>		





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<b>XEROX</b>				
11/8/2010	205065	1,636.58		
			COPIER RNTL/MAINT-ASES	114.49
			COPIER RNTL/MAINT-ASES	1,522.09
11/15/2010	205126	3,191.00		
			COPIER RNTL/MAINT-POLICE	2,262.99
			COPIER RNTL/MAINT-POLICE	301.93
			COPIER RNTL/MAINT-POLICE	413.75
			COPIER RNTL/MAINT-POLICE	70.20
			COPIER RNTL/MAINT-POLICE	77.54
			COPIER RNTL/MAINT-POLICE	64.59
11/22/2010	205218	4,669.15		
			COPIER RNTL/MAINT-PARKS	359.34
			COPIER RNTL/MAINT-PARKS	779.48
			COPIER RNTL/MAINT-PARKS	279.93
			COPIER RNTL/MAINT-ASES	114.49
			COPIER RNTL/MAINT-ASES	1,631.99
			COPIER RNTL/MAINT-GRAPHICS	397.79
			COPIER RNTL/MAINT-GRAPHICS	1,106.13
<b>Vendor Total</b>		<b>9,496.73</b>		
<b>FYTD for XEROX</b>		<b>34,177.47</b>		
<b>YACOUB, EL ABED</b>				
11/8/2010	205066	100.00		
			REFUND-CITATION OVERPYMT.	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for YACOUB, EL ABED</b>		<b>100.00</b>		
<b>YAMASHITA, JULIA J.</b>				
11/8/2010	881521	154.70		
			RETIREE MED SEP '10	154.70
<b>Vendor Total</b>		<b>154.70</b>		
<b>FYTD for YAMASHITA, JULIA J.</b>		<b>928.20</b>		
<b>Subtotal</b>		<b>1,425,202.86</b>		
<b>GRAND TOTAL</b>		<b>9,130,109.64</b>		

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

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** January 25, 2011

**TITLE:** NOTICE OF COMPLETION AND ACCEPTANCE FOR KITCHING STREET IMPROVEMENTS FROM CACTUS AVENUE TO ALESSANDRO BOULEVARD  
PROJECT NO. 07-50182425

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Accept the work as complete for the Kitching Street Improvements from Cactus Avenue to Alessandro Boulevard constructed by Hillcrest Contracting, Inc. (Hillcrest), 1467 Circle City Drive, Corona, CA 92878-1898.
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.
3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest, thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.
4. Accept the improvements into the City's maintained road system.

### **BACKGROUND**

On January 26, 2010, the City Council awarded a construction contract in the amount of \$1,752,017.42 to Hillcrest Contracting, Inc., for Kitching Street Improvements from Cactus Avenue to Alessandro Boulevard project. A purchase order for \$2,014,820.42,

inclusive of a 15% contingency, was issued to the Contractor. The project construction work began on April 5, 2010.

## **DISCUSSION**

The Kitching Street Improvements from Cactus Avenue to Alessandro Boulevard project improved 2,800 linear feet of roadway segment to its General Plan width of four (4) travel lanes and turning lanes at intersections. The work included roadway, curb and gutter, AC pavement and widening of the bridges over Kitching Street flood control channel at Alessandro Boulevard and at John F Kennedy Drive, the installation of a new traffic signal at the intersection of Kitching Street and Cactus Avenue, and master planned storm drain improvements at Alessandro Boulevard. This project also completed construction of missing third lane in westbound direction along Alessandro Boulevard between Kitching Street and Flaming Arrow Drive, complete with curb and gutter and sidewalks. Completion of this project reduces peak-hour traffic congestion along adjoining and parallel Perris Boulevard and Lasselle Street.

Hillcrest Contracting completed the project construction on December 8, 2010. There were two (2) Contract Change Orders for this project. Contract Change Order No. 1 increased the contract total by \$52,169.32. Contract Change Order 2 (FINAL) increased the contract total by \$145,504.29. The final contract total cost was \$1,949,691.01, which did not exceed the \$2,014,820.42 approved purchase order amount.

## **ALTERNATIVES**

1. Accept the work as complete for the Kitching Street Improvements from Cactus Avenue to Alessandro Boulevard constructed by Hillcrest Contracting, Inc. (Hillcrest), 1467 Circle City Drive, Corona, CA 92878-1898, direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Hillcrest, thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and accept the improvements into the City's maintained road system. *This alternative will result in payment to the contractor and acceptance of the improvements into the City's maintained road system.*
2. Do not accept the work as complete for the Kitching Street Improvements from Cactus Avenue to Alessandro Boulevard constructed by Hillcrest Contracting, Inc. (Hillcrest), 1467 Circle City Drive, Corona, CA 92878-1898, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, do not authorize the Financial and Administrative Services Director to release the retention to Hillcrest, thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are

filed against the project, and do accept the improvements into the City's maintained road system. *This alternative will result in delaying payment to the contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra cost to the City.*

**FISCAL IMPACT**

The project is included in Fiscal Year 2010/2011 Capital Improvement Project Budget. It is funded by 2005 Lease Revenue Bond funds (Fund 501) and City Development Impact Fees (DIF) for traffic signals (Fund 417). Funding for this project is restricted to capital improvements for arterial street widening and cannot be utilized for operational activities. There is no impact to the General Fund.

**PROJECT BUDGET:**

Kitching Street/Alessandro Boulevard to Gentian Avenue	
2005 Lease Revenue Bond (Account No. 501.82425) .....	\$3,201,000
City Development Impact Fees for traffic signals (Account No. 417.79125).....	<u>\$ 22,000</u>
Total Project Budget.....	\$3,223,000

**PROJECT COSTS:**

Design, Environmental and ROW phases.....	\$ 800,000
Contractor Construction Cost.....	\$1,950,000
Consultant Construction Design Support Services.....	\$42,000
Consultant Construction Geo-technical Services .....	\$38,000
Consultant Construction Survey Services .....	\$40,000
Project Administration .....	\$180,000
Signal Equipment .....	\$32,000
Miscellaneous .....	<u>\$26,000</u>
Total Project Costs .....	\$3,068,000

**CITY COUNCIL GOALS**

**PUBLIC SAFETY:**

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

**POSITIVE ENVIRONMENT:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**SUMMARY**

Hillcrest Contracting, Inc. has completed the Kitching Street Improvements from Cactus Avenue to Alessandro Boulevard. The City Council is requested to accept the work as complete, direct the City Clerk to record the Notice of Completion, authorize the release of retention to Hillcrest Contracting, Inc., and accept the improvements into the City’s maintained road system.

**ATTACHMENT**

Attachment “A” – Location Map

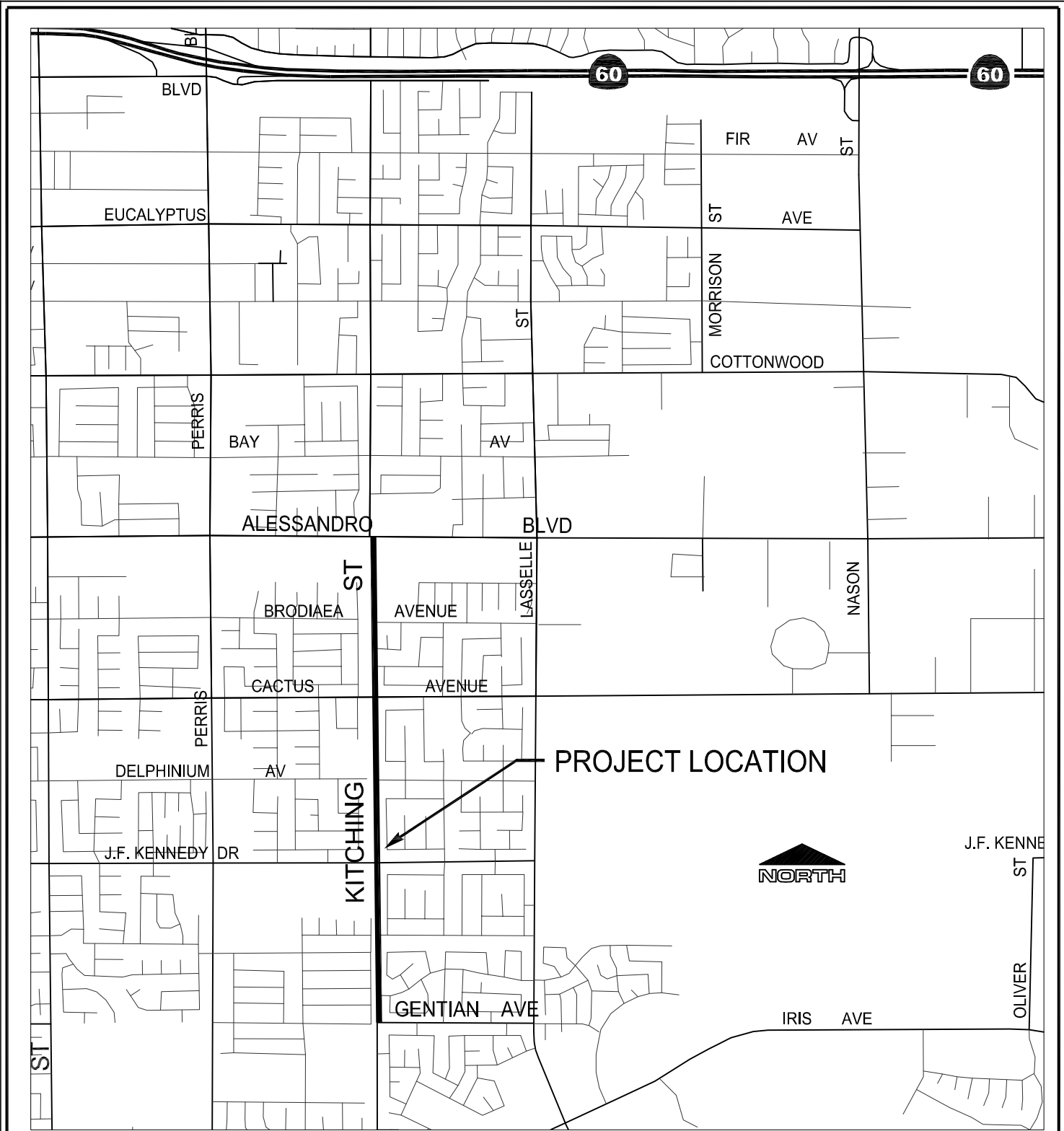
Prepared By:  
Viren Shah, P.E.  
Consultant Project Manager

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

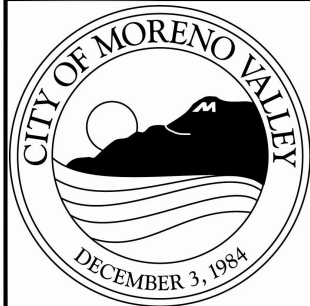
Concurred By:  
Prem Kumar, P.E.,  
Deputy Public Works Director/Assistant City Engineer

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

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PROJECT LOCATION



Public Works Department  
Capital Projects Division

Scale: None

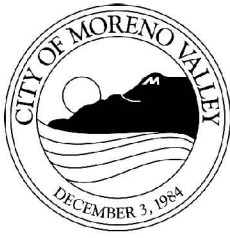
ATTACHMENT "A"

# LOCATION MAP

**KITCHING STREET  
FROM GENTIAN AVE TO ALESSANDRO BLVD  
PROJECT NO. 07-50182425**

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APPROVALS	
CITY ATTORNEY	<i>caf</i>
FINANCE DIRECTOR	<i>But</i>
CITY MANAGER	<i>WAS</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Michelle Dawson, Acting Assistant City Manager

**AGENDA DATE:** January 25, 2011

**TITLE:** Updated State and Federal Legislative Advocacy Priorities for 2011

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### RECOMMENDED ACTION

Staff recommends that the City Council review and adopt the proposed State and Federal Legislative Advocacy Priorities for 2011.

### BACKGROUND

City Administrative Policy #1.10 establishes the City's State and Federal Legislative Advocacy Priorities. This policy is evaluated annually and updated to reflect changes in the issues and priorities of the City. Upon approval by the City Council every year, the policy provides direction to Staff in advocating the City's interests to State and Federal representatives.

### DISCUSSION

This policy serves to affirm the roles of the City Council and City Staff related to legislative advocacy and confirm the City Council's desire to keep the legislative priorities current and relevant to the needs of the community. The two Sections that are updated every year include Section I. Legislative Priorities and Section II. Standing Council Policies:

**Legislative Priorities:** This section identifies the legislative issues that are most important to the City. For 2011, the following revisions are proposed:

Add:

- **Support** the City's federal funding requests for the 2011 federal fiscal year, including the annual priority projects submitted to our Congressional representatives.

- **Oppose** legislation that would prevent the City from collecting transit occupancy taxes from online travel agencies.

**Standing Council Policies:** This Section identifies general policy statements to guide and direct officials in advocating Moreno Valley's position on legislation. For 2011, the following revisions are proposed:

Add:

- **Support** any legislative remedy that will allow municipal utilities to pass along Public Utility Commission approved rate increases to the ratepayer for streetlights.
- **Support** legislative efforts to remove unjustified "cost recovery" changes by electric utilities that disproportionately amortize street light poles and related facilities.
- **Oppose** legislation that would establish a standard utility users tax for all jurisdictions.
- **Support** legislation that reduces the time to file a lawsuit to challenge a certified Environmental Impact Report (EIR) and National Environmental Policy Act (NEPA) certification to 30 days following legislations as well as require the parties that file an environmental challenge to have a personal standing in the challenge.
- **Support** legislation that would require the party or parties who file a challenge to an EIR or NEPA certification to bear all costs associated with the lawsuit regardless of the outcome.
- **Support** legislation sponsored by WRCOG to permit implementation of the Neighborhood Electric Vehicle Plan for the cities of Moreno Valley, Riverside, Corona, and Norco.
- **Support** state and federal funding for local mandates to implement climate change and energy efficiency measures.
- **Support** state and federal funding for residential, business, and municipal energy efficiency projects.
- **Support** state and federal implementation of climate change legislation that is practical, incentive based, and cost effective for businesses, residents, and local government / **Oppose** legislation that focuses on costly or impractical solutions and mandates.
- **Support** efforts to establish a high speed rail route along the Interstate 215 corridor in concert with the cities of San Bernardino, Riverside, and other nearby cities.
- **Oppose** the repeal of Proposition 49 as it could affect the funding the City receives for the After School Education and Safety Grant (ASES) program.

- **Support** an increase in the percentage of the After School Education and Safety Grant Program that the City can utilize for reimbursement of administrative costs for the ASES program.

**FISCAL IMPACT**

None.

**CITY COUNCIL GOALS**

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

**ATTACHMENT**

Attachment A: City Policy #1.10 -- State / Federal Legislative Advocacy Priorities

Prepared By:  
Cynthia L. Owens  
Acting Assistant to the City Manager

Department Head Approval:  
Michelle Dawson  
Acting Assistant City Manager

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

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**STATE/FEDERAL LEGISLATIVE ADVOCACY PRIORITIES**


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**PURPOSE:** The purpose of this policy is to establish and memorialize City Council policies regarding state and Federal legislation. Adoption of this policy provides guidance to City officials involved in advocating City interests to the state and federal governments.

**POLICY:**

**I. Annual Adoption.** It is the policy of the City Council to review and adopt annually an updated state/federal Legislative Advocacy Priorities, which identifies State and Federal Legislative Priorities and Standing Council Policies for each fiscal year.

**II. Legislative Priorities.** The City Council adopts Legislative Priorities for each calendar year. This provides City officials with guidance as to the most important issues to be addressed. It is expected that these priorities will be most intensely lobbied. They are:

- **Oppose** any shifts of cities' local revenues, including Redevelopment funds, to the state.
- **Support** legislation that would improve the monitoring and tracking of sex offenders.
- **Support** legislation that strengthens state truancy laws.
- **Oppose** any legislation by federal agencies that would preempt state/local regulatory authority over telecommunications (such as but not limited to Voice Over Internet Protocol or VoIP), including taxing, franchising and revenue collection.
- **Support** legislation that increases the penalties for traffic violations in school zones.
- **Support** the City's federal funding requests for the 2011 federal fiscal year, including the annual priority projects submitted to our Congressional representatives.
- **Oppose** legislation that would prevent the City from collecting transit occupancy taxes from online travel agencies.

**III. Standing Council Policies.** The City Council has adopted the following Standing Council Policies. These statements provide policy guidance to City officials in advocating the City position on legislation, precluding the need for Council to take a position on each and every bill or legislation that is presented. The policy statements expressed herein are statements of existing Council policy. They are stated in general terms (to the extent feasible) so they can be applied broadly to the many forms that legislative issues may take. It is expected that all City officials will support the adopted policies when acting on behalf of the City. If contrary positions are expressed, it shall also be stated that the contrary position is solely the opinion of the individual and does not reflect the policy of the City Council.

**A. City Manager's Office.**

- **Support** federal legislation that would appropriate necessary funding to purchase additional C-17's for March ARB, and the addition of necessary flight crews.

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Approved by: City Council

2/14/95

*Revised: 2/24/98; 1/5/99; 2/13/01; 1/22/02; 1/14/03; 2/10/04; 1/11/05; 1/10/06; 2/26/08; 1/27/09/1/25/11*

**ATTACHMENT A**

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**STATE/FEDERAL LEGISLATIVE ADVOCACY PRIORITIES**


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- **Support** federal legislation that would increase the joint services use of March ARB / **Oppose** legislation that would reduce the joint services use of MARB or eliminate the base entirely.
- **Support** legislation that strengthens Home Rule.
- **Oppose** legislation that preempts local authority.
- **Support** full or increased funding for the Public Library Foundation.
- **Support** continued ability of cities to receive compensation for the use of public-rights-of-way.
- **Support** the importance of local discretion in the management and use-access to local right-of-way.
- **Support** cities' retention of franchise control over cable video services / **Oppose** allowing telephone companies to provide video services without franchises.
- **Support** efforts to simplify the collection of sales taxes nationwide and provide an equitable method for collecting sales taxes for Internet and catalog sales.
- **Support** full funding of mandates; render mandates invalid if not fully funded / **Oppose** the addition of state and federal mandates that are unfunded.
- **Support** efforts to reduce the administrative process and costs of dealing with disciplinary actions / **Track** any expansion of Peace Officer Bill of Rights and the expansion of due process rights of employees.
- **Support** application of Brown Act to the state legislature to the same extent that it applies to local government.
- **Oppose** state legislation mandating binding arbitration.
- **Support** streamlining of duplicative public noticing requirements / **Oppose** additional noticing requirements.
- **Oppose** any actions to mandate Social Security for new employees.
- **Oppose** Social Security reductions for employees who also receive public sector retirement.
- **Support** any legislative remedy that will allow municipal utilities to pass along Public Utility Commission approved rate increases to the ratepayer for streetlights.

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Approved by: City Council  
2/14/95

*Revised: 2/24/98; 1/5/99; 2/13/01; 1/22/02; 1/14/03; 2/10/04; 1/11/05; 1/10/06; 2/26/08; 1/27/09/1/25/11*

**ATTACHMENT A**

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**STATE/FEDERAL LEGISLATIVE ADVOCACY PRIORITIES**


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- **Support** legislative efforts to remove unjustified “cost recovery” changes by electric utilities that disproportionately amortize street light poles and related facilities.

B. Finance and Administrative Services

- **Support** efforts to include local government in the determination of the use of telephone/data/video technology in local communities.
- **Oppose** extension of taxes or surcharges exclusive to Internet usage / **Oppose** impediment to Internet access, such as allowing telephone companies to impose per minute charges.
- **Oppose** efforts to exempt Internet telephonic services from local taxes and fees applicable to other telephonic services / **Support** legislation that preserves local authority to regulate Voice Over Internet Protocol (VoIP) services and collect any applicable revenues.
- **Support** workers compensation reform to lower the exposure of employers to questionable claims, especially stress claims.
- **Support** reform to liability statutes to reduce City exposure to "deep pockets" claims / **Oppose** expansion of liability.
- **Support** efforts that protect and preserve animal welfare.
- **Oppose** efforts to mandate specific enforcement or regulatory requirements on animal services agencies.
- **Support** legislation that will ensure that local sales taxes are maintained in their communities of origin, specifically in regards to cement processing plants / **Oppose** legislation that will further erode the collection of sales taxes where there is known impact.
- **Support** efforts to simplify the collection of sales taxes nationwide and provide an equitable method for collecting sales taxes for Internet and catalog sales.
- **Support** legislation that will provide the City with equitable compensation for revenues lost due to the County Auditor’s miscalculation of property taxes.
- **Support** legislation that will restore City revenues lost through state actions; reorganize statewide city financing to achieve equity among cities and provide a broad tax base for cities.
- **Support** initiatives aimed at broadening sales taxes to include products AND services, while lowering the overall sales tax rate.
- **Oppose** any further reduction to existing City revenues allocated through the state that are unaccompanied with neither equal relief of mandates nor equalizing supplementation with

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Approved by: City Council  
2/14/95

*Revised: 2/24/98; 1/5/99; 2/13/01; 1/22/02; 1/14/03; 2/10/04; 1/11/05; 1/10/06; 2/26/08; 1/27/09/1/25/11*

**ATTACHMENT A**

STATE/FEDERAL LEGISLATIVE ADVOCACY PRIORITIES

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other revenues.

- **Support** reform of local government finance that provides more equity to cities with regard to tax allocations / **Oppose** reform that will result in an overall reduction of state tax revenues to the City.
- **Support** full disclosure of the future costs of state bond issues.
- **Support** concept of "block grant" vs. categorical grants in order to reduce administrative costs.
- **Oppose** mandates for cities to pay fees for county services different than what is paid by county residents for such services (e.g., booking fees, property tax administrative fees).
- **Support** legislation that requires the Legislature to pass the state budget by June 30.
- **Support** efforts to eliminate booking fees and charges for processing prisoners.
- **Oppose** legislation that would establish a standard utility users tax for all jurisdictions.

B. Community Services District (CSD)

- **Support** legislation that will clarify the implementation of Proposition 218 and protect existing City revenues.
- **Oppose** state budget reductions that will reduce CSD revenues.

C. Community and Economic Development

- **Oppose** any legislation that would permit the state zoning or other land use controls in municipalities.
- **Support** efforts to establish local control over placement of group homes within the City and require the state to disclose to cities the categories of placements that include sex offenders who would be placed in the homes. Work with WRCOG and surrounding cities to develop and pass legislation to address issue.
- **Support** reform of the Endangered Species Act (Act) to include the following elements: 1) Act requirements are mandates that should be fully funded by the legislative body that imposes them; 2) All economic impacts of the Act should be considered before revising and/or amending the Act; 3) Mitigation required by the Act should be incentive-based; and 4) Preservation of habitats that support multiple species, as opposed to single specie habitats.
- **Oppose** efforts to diminish local control over the siting of cellular communication facilities.

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Approved by: City Council  
2/14/95

Revised: 2/24/98; 1/5/99; 2/13/01; 1/22/02; 1/14/03; 2/10/04; 1/11/05; 1/10/06; 2/26/08; 1/27/09/1/25/11

ATTACHMENT A



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**STATE/FEDERAL LEGISLATIVE ADVOCACY PRIORITIES**

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- **Oppose** increased restrictions of local control of land use and development decisions.
- **Support** reform measures for housing law that: 1) streamlines state approval of housing elements, 2) maintains local control over land use decisions, 3) sets reasonable minimum performance standards for all local governments (as opposed to dictating how to meet state-set objectives) / **Oppose** reforms that: 1) usurp local land use control, 2) increase state restrictions.
- **Oppose** efforts to delegate authority to any entity other than the court system to repeal or supplant local land use decisions.
- **Support** a revision of the state statute clarifying and streamlining the Regional Housing Needs Assessment process / **Oppose** legislation that will facilitate imposition of arbitrary punitive damages.
- **Support** redevelopment reform that maintains intact the ability of cities to form redevelopment agencies and fund redevelopment priorities / **Support** reduction of housing set aside requirements / **Oppose** additional mandates or restrictions on use of redevelopment funds / **Oppose** proposals to shift local redevelopment funding for balancing the state budget, or for other purposes unrelated to community redevelopment.
- **Support** measures that clarify and streamline the California Environmental Quality Act (CEQA) to reduce the time and cost of compliance while ensuring that the environment is adequately protected.
- **Support** legislation that reduces the time to file a lawsuit to challenge a certified Environmental Impact Report (EIR) and National Environmental Policy Act (NEPA) certification to 30 days following legislations as well as require the parties that file an environmental challenge to have a personal standing in the challenge.
- **Support** legislation that would require the party or parties who file a challenge to an EIR or NEPA certification to bear all costs associated with the lawsuit regardless of the outcome.
- **Support** meaningful city representation and input on state and regional boards dealing with environmental regulations and housing needs.
- **Support** legislation that would allow local governments to impound shopping carts found outside of the shopping area and recover all related costs for removal and storage / **Support** legislation that would reduce the number of days that a city must hold a cart.
- **Support** legislation that maintains local control over graffiti removal.
- **Support** initiatives to increase current funding, or create new funding, for job training and other workforce development programs.

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Approved by: City Council  
2/14/95

*Revised: 2/24/98; 1/5/99; 2/13/01; 1/22/02; 1/14/03; 2/10/04; 1/11/05; 1/10/06; 2/26/08; 1/27/09/1/25/11*

**ATTACHMENT A**

**STATE/FEDERAL LEGISLATIVE ADVOCACY PRIORITIES**

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- **Support** legislation to rescind the decision of the state Building Standards Commission to adopt NFPA 5000 as the standard governing construction regulation in California.
- **Support** legislation sponsored by WRCOG to permit implementation of the Neighborhood Electric Vehicle Plan for the cities of Moreno Valley, Riverside, Corona, and Norco.
- **Support** state and federal funding for local mandates to implement climate change and energy efficiency measures.
- **Support** state and federal funding for residential, business, and municipal energy efficiency projects.
- **Support** state and federal implementation of climate change legislation that is practical, incentive based, and cost effective for businesses, residents, and local government / **Oppose** legislation that focuses on costly or impractical solutions and mandates.
- **Support** efforts to establish a high speed rail route along the Interstate 215 corridor in concert with the cities of San Bernardino, Riverside, and other nearby cities.

D. Public Safety

- **Support** legislation that increases the distance that registered sex offenders can reside by schools.
- **Support** legislation that prohibits any sex offender from residing with a child who was a victim of the sex offender.
- **Oppose** any legislation imposing fines and penalties versus corrective action notices for safety violations.
- **Support** legislation that increases penalties for traffic violations in school zones.
- **Support** amendment to Emergency Medical Services (EMS) legislation that will provide cities with more authority in determining EMS, and allow for competitive bidding.
- **Oppose** measures that would establish minimum expenditures for public safety services.
- **Oppose** measures to limit local discretion on false alarm ordinances.
- **Support** measures that would establish tougher penalties for graffiti vandals and strengthen cities ability to be compensated for damages.
- **Support** legislation to establish tougher penalties for unqualified drivers who park in spaces reserved for the handicapped.

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Approved by: City Council  
2/14/95

*Revised: 2/24/98; 1/5/99; 2/13/01; 1/22/02; 1/14/03; 2/10/04; 1/11/05; 1/10/06; 2/26/08; 1/27/09/1/25/11*

**ATTACHMENT A**

**STATE/FEDERAL LEGISLATIVE ADVOCACY PRIORITIES**

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- **Support** legislation that increases public safety through educational initiatives.
- **Support** legislation that increases public safety through unrestricted state and federal grants.

E. Parks and Community Services

- **Support** legislation to provide funding for childcare for pre-school and school-age children, including after-school programming.
- **Support** legislation that would provide funding for recreation and youth programs.
- **Oppose** the repeal of Proposition 49 as it could affect the funding the City receives for the After School Education and Safety Grant (ASES) program.
- **Support** an increase in the percentage of the grant that the City could utilize for reimbursement of administrative costs for the ASES program.

F. Public Works/Enterprise Services

- **Support** the Mid-County Parkway transportation corridor.
- **Support** legislation that establishes and preserves the role of cities in energy decisions for municipal utilities, including activities relating to electricity generation, supply, demand and conservation / **Oppose** legislation that preempts the authority and self-regulatory principles of municipal utilities.
- **Support** legislation that provides state and federal funds for transportation.
- **Oppose** waste management requirements that would put local jurisdictions at risk of not meeting their AB 939 requirements, or create excessive costs absent funding.
- **Oppose** legislation that would allow Transportation Development Act (TDA) funds to be diverted to county general funds.
- **Support** privatization of CalTrans projects to allow quicker construction of priority projects.
- **Support** continuation of Gas Tax funding for local projects / **Support** permanent removal of "maintenance of effort" requirements when funding is reduced in any way.
- **Support** voter-approved measures to provide resources for the state, which will allow the state to maintain and expand the statewide transportation system.
- **Oppose** legislation that would limit the City's ability to hold contractors accountable for their work product, such as retention from progress payments / **Support** legislation that would make more reasonable the debarment (the act of precluding from having or doing something;

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Approved by: City Council  
2/14/95

*Revised: 2/24/98; 1/5/99; 2/13/01; 1/22/02; 1/14/03; 2/10/04; 1/11/05; 1/10/06; 2/26/08; 1/27/09/1/25/11*

ATTACHMENT A

**STATE/FEDERAL LEGISLATIVE ADVOCACY PRIORITIES**

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exclusion or hindrance) process and protect cities from non-performing and unethical contractors.

- **Support** legislation that allows cities to select other than the low bidder for public works projects.
- **Oppose** the imposition of exit fees upon municipal utilities serving greenfield areas.

**IV. City Council Role**

It is the role of the City Council to:

- A. Establish the City's formal position on legislation of interest and importance to the City.
- B. Personally lobby members of the state and Federal government through letters and personal contacts. Council members may on occasion testify before state and federal legislative bodies.
- C. Participate as active members of the League of California Cities representing the City and help to formulate state and Federal legislation.
- D. Participate as active members of regional bodies involved with state agencies, including SCAG, WRCOG, and others representing the City and help formulate policies.
- E. Formulate legislation to address areas of concern.
- F. Establish goals and objectives on an annual basis for the City.

**V. Legislative Program.** The City Manager shall implement a Legislative Program that will track and advocate City positions on priority legislation.

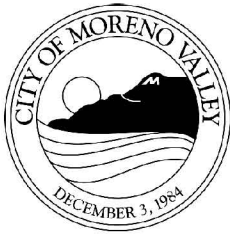
- A. Coordination by City Manager's Office. The Legislative Program is coordinated by the City Manager's Office. The City Manager's Office is responsible for tracking legislation and advocating City positions on priority legislation.
- B. Departmental Assistance. All City departments are responsible for monitoring legislation that falls within their respective jurisdiction. They are also responsible for providing information about the impact of legislation. They assist the City Manager's Office as needed to advocate City positions. Departments are to inform the City Manager's Office about any lobbying efforts they propose to undertake.
- C. Advocacy. The City Manager's Office, with the assistance of other departments, will coordinate the advocacy and lobbying efforts of the City. In general, for most legislation, letters will be sent at the time a bill is to be considered by a committee or legislative body. For higher priority legislation, personal contacts may be made and the City contract lobbyist may be directed to lobby on the City's behalf.

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Approved by: City Council  
2/14/95

*Revised: 2/24/98; 1/5/99; 2/13/01; 1/22/02; 1/14/03; 2/10/04; 1/11/05; 1/10/06; 2/26/08; 1/27/09/1/25/11*

**ATTACHMENT A**



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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** January 25, 2011

**TITLE:** APPROVE AGREEMENT FOR INDEPENDENT AUDIT SERVICES FOR A PERIOD OF 3 YEARS WITH 2 OPTION YEARS

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve a 3-year agreement with two option years with the independent audit firm, Lance Soll & Lunghard, LLP, in an amount not to exceed \$343,070; and
2. Authorize and direct the City Manager to sign the agreement on behalf of the City and its related entities, subject to the City Attorney approval as to legal form.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

The Finance Sub-Committee participated in the interviews of the finalists, and concurs with staff's recommendation to hire the firm of Lance Soll & Lunghard, LLP.

### **BACKGROUND**

In 2000 the City Council adopted a policy of competitively bidding the City's independent audit service at least every 5 years. This best practice exposes the City's financial transactions, policies, procedures and internal controls to a new set of eyes every three to five years.

### **DISCUSSION**

Lance Soll & Lunghard was selected through a competitive process involving a request for proposals (RFP), a technical proposal evaluation committee, reference checks with other client cities, and final interviews conducted by the Finance Sub-committee.

The initial agreement is for three years but can be terminated at any time by either party. Based upon the City Council policy and the audit firm’s performance during the initial three year period the City may elect to renew the agreement with Lance Soll & Lunghard for up to two more years.

**ALTERNATIVES**

1. Accept staff’s recommendation
2. Provide staff with another alternative or other direction

**FISCAL IMPACT**

The annual cost for the initial three year contract will be \$67,800 with the optional two years priced at \$69,835 per year.

**SUMMARY**

In keeping with the established City Council policy of rotating independent auditors every five years an RFP was issued to solicit bids for auditing services. Through an extensive review process by an Evaluation Team and the Finance Sub-Committee proposing firms were evaluated on their technical skills and proposed costs to determine the best overall fit for the City’s audit needs.

**ATTACHMENTS/EXHIBITS**

Exhibit A, Agreement - Lance Soll & Lunghard, LLP

Prepared By:  
Brooke N. McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Richard Teichert  
Financial & Administrative Services Director

Concurred By:  
Cynthia A. Fortune  
Financial Operations Division Manager

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

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROFESSIONAL AUDITING SERVICES**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Lance Soll & Lunghard LLP, a (California corporation) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

**RECITALS**

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

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" hereto; and

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

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

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

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

**AGREEMENT FOR PROFESSIONAL  
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PROFESSIONAL AUDITING SERVICES**

**DESCRIPTION OF PROJECT**

1. The Project is described as the Professional Auditing Services project.

**SCOPE OF SERVICES**

2. The Consultant's scope of service is described on Exhibit "A" attached hereto and incorporated herein by this reference.
3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

**PAYMENT TERMS**

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$365,000 over the five year period in accordance with the payment terms provided on Exhibit "B" attached hereto and incorporated herein by this reference.

**TIME FOR PERFORMANCE**

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.
6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "E" attached hereto and incorporated by this reference.
7. The Consultant and the City agree that the schedule in Paragraph 6 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.
8. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the



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Consultant's reasonable control.

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

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

**SPECIAL PROVISIONS**

10. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

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

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

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

14. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno

**AGREEMENT FOR PROFESSIONAL  
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Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

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

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to

**AGREEMENT FOR PROFESSIONAL  
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the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

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

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

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

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

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

(f) The Consultant shall procure and maintain, at its sole expense, Workers'

**AGREEMENT FOR PROFESSIONAL  
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Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

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(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

16. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

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

18. (a) The Consultant shall deliver to Financial & Administrative Services Director or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his

**AGREEMENT FOR PROFESSIONAL  
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PROFESSIONAL AUDITING SERVICES**

files and his subconsultants, if any.

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

19. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least thirty (30) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

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

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

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this

**AGREEMENT FOR PROFESSIONAL  
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Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

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

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

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its

**AGREEMENT FOR PROFESSIONAL  
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own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

**SIGNATURE PAGE FOLLOWS**



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

City of Moreno Valley

Lance Soll & Lunghard LLP

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

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

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

**INTERNAL USE ONLY**

ATTEST:

\_\_\_\_\_  
City Clerk  
*(only needed if Mayor signs)*

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head  
*(if contract exceeds 15,000)*

\_\_\_\_\_  
Date

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

Date \_\_\_\_\_

**EXHIBIT A**  
SCOPE OF SERVICE

See RFP Response

**EXHIBIT A**

**EXHIBIT B**  
FEES

**EXHIBIT B**

**EXHIBIT C**

**CITY - SERVICES TO BE PROVIDED**

**TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of bond documents, IRS forms, bond trustee statements and such other pertinent data which may become available to the City.
2. To authorize access to certain documentation or information maintained by other third parties such as bond trustees, law firms, banks and other associated entities or agencies.
3. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
4. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT C**

## **EXHIBIT D**

### **TERMS OF PAYMENT**

1. The Consultant's compensation shall not exceed \$365,000.
2. The Consultant will submit an invoice to the City at agreed upon intervals during the engagement. At no time will the City pay for more services than have been satisfactorily completed and the Financial & Administrative Services Director's determination of the amount due for any progress payment shall be final.
3. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
4. Any fees for authorized professional services furnished by the Consultant which have not been paid or contested by the City within thirty (30) days of the City's receipt of the invoice for such services will be subject to a late charge of one percent (1%) of the unpaid amount for each month for which payment has not been received by the Consultant.

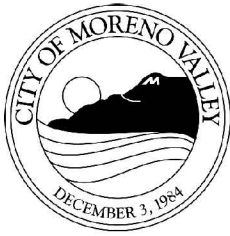
## **EXHIBIT D**

## **EXHIBIT E**

### **CONTRACT PERIOD AND PROJECT SCHEDULE**

1. This contract will become effective when signed and conclude February 1, 2016 unless terminated by either party at an earlier date.
2. The engagement schedule will be developed annually but will generally follow the schedule described in the RFP.

## **EXHIBIT E**



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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** January 25, 2011 (Continued from January 11, 2011)

**TITLE:** ADOPTION OF RESOLUTION OF THE CITY OF MORENO VALLEY AUTHORIZING THE AMENDING AND RESTATING OF A 1997 PROJECT LEASE AGREEMENT AND APPROVING RELATED DOCUMENTS AND ACTIONS

---

### **RECOMMENDED ACTION**

The Finance Sub-Committee recommends:

1. The City Council adopt Resolution 2011-01 authorizing the amending and restating of the 1997 Project Lease Agreement and approving related documents and actions; and
2. The City Council authorize the City Manager to approve an agreement for financial advisor services, in an amount not to exceed \$30,000, with Fieldman and Rolapp & Associates to serve as financial advisor for the recommended private placement debt issue; and
3. The City Council authorize the City Manager to approve an agreement for bond counsel services, in amount not to exceed \$30,000, with Best Best & Krieger to serve as bond counsel for the recommended private placement debt issue.

### **BACKGROUND**

The City, through the Moreno Valley Public Financing Authority, issued \$5,300,000 in 1997 Lease Revenue Bonds to fund the construction of the public safety building and facilities in 1997. The City pledged to make lease payments to the Moreno Valley Public Financing Authority pursuant to an existing Project Lease (the "Project Lease") in the amount of about \$405,000 annually from the City General Fund through 2022 to repay

this debt. The lease repayments have been shared by the General Fund and Redevelopment Agency, with the General Fund paying about 2/3 and the RDA paying about 1/3 of the debt service. The remaining outstanding bonds through 2022 are at an interest rate of 5.20% to 5.55%. Current outstanding debt for this issue is \$3,500,000.

Staff has discussed the potential to reduce the amount of the lease payments, while maintaining the same lease term, with the financial advisor firm of Fieldman Rolapp & Associates. James Fabian, Principal with Fieldman Rolapp is serving as financial advisor on the CFD No. 4 financing that is currently in progress and was readily available to discuss the opportunity to refund the 1997 Lease Revenue Bonds. In addition, the Bond Counsel firm of Best Best and Krieger is also currently working on the CFD No. 4 financing and agreed to assist with this issue.

The Finance Subcommittee met and discussed this refunding issue on November 15, 2011 and supported staff proceeding with the private placement process with the two recommended consultants.

## **DISCUSSION**

The action that staff is recommending will reduce outstanding debt from \$3,500,000 to \$3,269,000; reduce the interest rate significantly on the remaining debt from about 5.25% to an amount of 3.98%; and will correspondingly reduce the annual debt service through the maturity of the bonds in 2022 from about \$405,000 annually to about \$345,000. Staff estimates that the annual savings to the General Fund share of the debt service will be about \$61,000. This will contribute to reducing the current structural budget deficit for the General Fund.

Mr. Fabian has proposed the option of defeasing and refunding the 1997 Lease Revenue Bonds through a private placement financing with a bank, through a competitive process. The advantage of using a private placement is that it can be completed quickly without many of the formalities required of a public offering. The private placement process reduces the issuance expense and maximizes savings to the City. It can also be completed quickly, ensuring the City can complete the refunding and take advantage of unprecedented low interest rates in the current market.

Completion of the competitive Request for Proposals process included requesting formal proposals from 5 banks. The results of the RFP process has resulted in staff recommending proceeding with the private placement debt issue with Bank of America. The key result of the lowest cost proposal includes an interest rate of 3.98%.

The Project Lease will be amended and restated to modify the lease payments thereunder to reflect the interest rates in the successful proposal (the "Amended and Restated Lease"). The Authority will assign its rights to receive the lease payments to be made by the City pursuant to the Amended and Restated Project Lease to Bank of America. In consideration for the receipt of the lease payments, Bank of America will



provide the funds necessary to defease and refund the 1997 Bonds and to pay the costs for the financing.

The completion of the private placement financing will also require a brief escrow of funds until the next call date for the 1997 Lease Revenue Bonds in May 2011. This is expected to cost about \$42,000, which is factored into the City's debt service savings discussed previously.

The original 1997 lease revenue bond issue was intended to be secured by the public safety building that the bond issue was funding. During the review of title on the public safety building, the documents to record the obligation of this building toward the bonds had not been recorded. Subsequently, the building was used as security for the 2005 Lease Revenue Bonds, preventing this building from securing the current refunding of the 1997 Lease Revenue Bonds.

Staff has searched for appropriate unencumbered City assets that would be suitable collateral to allow this refunding to continue. Staff is recommending securing the debt with Fire Station 65 (owned by the Moreno Valley Community Services District) and City Hall Annex #1 (owned by the City). Using the fire station as additional collateral requires one additional lease agreement to be approved between the City and the MVCSD. This lease agreement is then included in the lease between the City and the Moreno Valley Public Financing Authority. Bank of America has accepted this collateral and has agreed to proceed with the refunding on this basis.

### **ALTERNATIVES**

1. Adopt the proposed resolutions approving the issue of \$3,269,000 in new private placement debt. This option uses the \$407,000 of the proceeds of the 1997 Lease Revenue Bonds on deposit in the existing bond reserve funds to call bonds and reduce the amount of total debt outstanding from \$3,500,000. The result of issuing less debt in total combined with lowering the interest rate is an average annual savings of over \$61,000 per year through 2022.
2. Do not adopt the proposed resolutions and continue to pay the existing committed debt service on the 1997 Lease Revenue Bonds and provide staff with further direction.

### **FISCAL IMPACT**

Current annual debt service for the 1997 Lease Revenue Bonds averages \$405,000 per year. The General Fund supports about 2/3 or \$270,000 annually, with the Redevelopment Agency supporting the remaining \$135,000.

Refunding the debt through a private placement with a bank will reduce the debt service to an average of \$61,000 annually. This savings would reduce the annual debt service from the General Fund.

The issuance cost of completing the refunding is estimated to be about \$91,500. This includes the cost of Financial Advisor services, Bond Counsel Services, Bank fees and other related costs. These costs will be paid from the proceeds of the refunding debt issue. These one-time costs are recovered in 1.5 years based on the savings that results from the refunding. The balance of the reduced debt service through 2022 will total about \$725,000. The net present value of the savings from the refunding is estimated to be \$165,500.

### **CITY COUNCIL GOALS**

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

### **SUMMARY**

The City has an opportunity to create savings in General Fund debt service through a refunding of the 1997 Lease Revenue Bonds that funded the design and construction of the public safety building.

The Finance Subcommittee recommends proceeding with a private placement refunding of the 1997 Lease Revenue Bonds. This option reduces the expense structure over the long term and is consistent with the objective of reducing the structural General Fund budget deficit. This option also reduces the total debt outstanding, enhancing the City's capacity to issue debt when needed in the future.

Staff is prepared to move forward and will close the private placement bond issue on or near February 1, 2011 upon City Council, Moreno Valley Community Services District and Moreno Valley Financing Authority Boards approval on January 25, 2011.

### **NOTIFICATION**

Publication of the agenda

### **ATTACHMENTS/EXHIBITS**

Exhibit A – Resolution 2011-01 of the City of Moreno Valley authorizing the amending and restating of the 1997 Project Lease Agreement and approving related documents and actions.

- Attachment 1 – Site Lease Agreement (Fire Station 65)
- Attachment 2 – Site Lease Agreement (Fire Station 65 & Annex 1)
- Attachment 3 – Amended and Restated Project Lease between MVPFA and the City of Moreno Valley

Prepared By:  
 Brooke N. McKinney  
 Treasury Operations Division Manager

Department Head Approval:  
 Richard Teichert  
 Financial and Administrative Services Director

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

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RESOLUTION NO. 2011-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE REFINANCING OF A 1997 PROJECT LEASE, APPROVING A SITE LEASE (FIRE STATION 65) WITH THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, A SITE LEASE (CITY HALL ANNEX AND FIRE STATION 65) AND A LEASE AGREEMENT WITH THE MORENO VALLEY PUBLIC FINANCING AUTHORITY AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, the Moreno Valley Public Financing Authority (the "Authority") and the City of Moreno Valley (the "City") previously provided for the financing of certain public safety facilities by the issuance, sale and delivery of the Authority's 1997 Lease Revenue Bonds (the "1997 Bonds") by first entering into a Site Lease, dated as of November 1, 1997, under which Site Lease the Authority leased the property upon which such facilities were to be constructed (the "Site") from the City and by subsequently entering into the Project Lease, dated as of November 1, 1997 (the "1997 Project Lease"), under which Project Lease the Authority leased the Site back to the City; and

WHEREAS, the 1997 Bonds are repaid from the lease payments payable by the City under the 1997 Project Lease (the "Lease Payments"); and

WHEREAS, as a result of favorable interest rate conditions in the municipal bond market, the City will realize savings if the 1997 Project Lease is refinanced and the 1997 Bonds are defeased and refunded; and

WHEREAS, in order to provide the funds needed to refinance the 1997 Project Lease and defease and refund the 1997 Bonds, the City proposes to lease Fire Station 65, located at 15111 Indian Street in the City (the "Fire Station 65 Property") from the Moreno Valley Community Services District ("MVCS D") pursuant to a Site Lease Agreement (Fire Station 65), dated as of January 1, 2011 (the "Site Lease (Fire Station 65)"), between the MVCS D, as lessor, and the City, as lessee, and to lease the Fire Station 65 Property, together with the City Hall Annex, located at 14331 Frederick Street in the City (the "Annex Property" and together with the Fire Station 65 Property, the "Leased Property") to the Authority pursuant to a Site Lease Agreement (City Hall Annex and Fire Station 65), dated as of January 1, 2011 (the "Site Lease (City Hall Annex and Fire Station 65)"), between the Authority and the City, in order to allow the Authority to lease the Leased Property back to the City pursuant to a Lease Agreement, dated January 1, 2011 (the "Lease Agreement"), by and between the Authority and the City; and

WHEREAS, the City shall lease the Leased Property from the Authority pursuant to the Lease Agreement in consideration of the payment by the City of semiannual lease payments thereunder as the rental for the Leased Property (the "Lease Payments"), which the Authority will assign together with the Site Lease (City Hall Annex and Fire Station 65) and the Lease Agreement to Banc of America Public Capital Corp., as assignee ("Banc" and "Assignee") under an Assignment of Lease Agreement, dated as of January 1, 2011, between the Authority and the Bank; and

WHEREAS, the City Council approves all of said transactions in furtherance of the public purposes of the City, and wishes at this time to authorize all proceedings relating to the refinancing of the 1997 Project Lease and the defeasance and refunding of the 1997 Bonds (collectively, the "Refinancing Transaction").

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

SECTION 1. Approval of the Refinancing Transaction and Site Lease (Fire Station 65), Site Lease (City Hall Annex and Fire Station 65) and Lease Agreement. The City Council hereby approves the Refinancing Transaction outlined above including, without limitation, the assignment by the Authority of the Site Lease (City Hall Annex and Fire Station 65) and the Lease Agreement to Banc. To that end, the City Council hereby approves the Site Lease (Fire Station 65) (Attachment 1), the Site Lease (City Hall Annex and Fire Station 65) (Attachment 2) and the Lease Agreement (Attachment 3) (collectively, the "City Agreements") in substantially the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by the City Manager, the advisability of such changes or additions to be conclusively evidenced by the execution and delivery thereof. The City Manager is hereby authorized and directed for and in the name and on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest to, the final form of the City Agreements.

SECTION 2. Material Terms of Lease Agreement. The Lease Agreement shall be for a term that does not extend beyond November 1, 2022 (unless extended in the event of default), and the average annual Lease Payment payable by the City under the Lease Agreement shall not exceed \$360,000.00.

SECTION 3. Official Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Financial and Administrative Services Director, the City Clerk and all other officers of the City are each authorized and directed in the name and on behalf of the City to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved pursuant to this Resolution. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person

Resolution No. 2011-01  
Date Adopted: January 25, 2011

designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

SECTION 4. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

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

---

MAYOR

APPROVED AS TO FORM:

---

City Attorney

ATTEST:

---

City Clerk

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Recording Requested By:

Secretary  
MORENO VALLEY COMMUNITY SERVICES  
DISTRICT

When Recorded Mail To:

Best Best & Krieger LLP  
655 West Broadway, 15th Floor  
San Diego, California 92101  
Attention: Warren Diven

---

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

---

**SITE LEASE AGREEMENT  
(FIRE STATION 65)**

Dated as of January 1, 2011

by and between

MORENO VALLEY COMMUNITY SERVICES DISTRICT, as Lessor

and

THE CITY OF MORENO VALLEY, as Lessee

---

SITE LEASE AGREEMENT  
(FIRE STATION 65)

This SITE LEASE AGREEMENT (FIRE STATION 65) (this "Site Lease") dated as of January 1, 2011 is made and entered into by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (the "MVCSD"), a community services district duly organized and existing under and by virtue of the laws of the State of California, as lessor, and the CITY OF MORENO VALLEY (the "City"), a municipal corporation duly organized and existing under and by virtue of the laws of the State of California, as lessee.

W I T N E S S E T H

WHEREAS, the MVCSD is the owner of certain real property commonly referred to as the Fire Station 65 located at 15111 Indian Street, Moreno Valley, California and more particularly described in Exhibit A hereto (the "Site"); and

WHEREAS, the City has requested that the MVCSD lease the Site to the City to facilitate the implementation of a plan of financing to defease and refund the Moreno Valley Public Financing Corporation 1997 Lease Revenue Bonds (the "1997 Bonds") which are secured by lease payments made by the City to the Moreno Valley Public Financing Authority (the "Authority"); and

WHEREAS, in order to provide the funds needed to defease and refund the 1997 Bonds, the City proposes to lease the Site, together with certain other property owned by the City (collectively with the Site, the "Leased Property"), to the Authority pursuant to a Site Lease Agreement (City Hall Annex and Fire Station 65), dated as of January 1, 2011 (the "Site Lease (City Hall Annex and Fire Station 65)"), by and between the City, as lessor, and the Authority, as lessee, and to lease back the Leased Property pursuant to a Lease Agreement, dated as of January 1, 2011 (the "Lease Agreement"), by and between the Authority and the City; and

WHEREAS, the MVCSD is authorized to lease the Leased Property as lessor and has duly authorized the execution and delivery of this Site Lease; and

WHEREAS, the Board of Directors of the MVCSD has determined that the lease of the Site to the City would be in the best financial interests of the residents and property owners of the MVCSD and the City.

NOW, THEREFORE, for and in consideration of the premises, which are expressly made a part hereof, the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants hereinafter contained, the parties agree as follows:

**ARTICLE I**  
**DEFINITIONS**

Section 1.01 Definitions. Except as otherwise provided herein, all words and phrases defined in Article I of the Lease Agreement shall have the same meaning in this Site Lease.

**ARTICLE II  
DEMISING CLAUSES**

Section 2.01 Demising Clauses. The MVCSD leases to the City, and the City leases from the MVCSD the Site in accordance with the provisions of this Site Lease, to have and to hold for the Term of this Site Lease.

**ARTICLE III  
QUIET ENJOYMENT**

Section 3.01 Quiet Enjoyment. The parties intend that the Site will be leased to the Authority by the City pursuant to the Site Lease (City Hall Annex and Fire Station 65) and leased back to the City by the Authority pursuant to the Lease Agreement for the Term thereof. It is further intended that, to the extent provided herein and in the Lease Agreement, if an Event of Default occurs under the Lease Agreement, Banc of America Public Capital Corp. ("Banc"), as the assignee of the Authority under an Assignment of Lease Agreement, dated as of January 1, 2011, by and between the Authority and Banc, will have the right, for the then remaining Term of this Site Lease, to sublease the Leased Property, including the Site. The City and the MVCSD hereby covenant to protect their respective rights under this Site Lease. Subject to any rights the Authority may have under the Site Lease (City Hall Annex and Fire Station 65) (in the absence of an Event of Default) to possession and enjoyment of the Site, the MVCSD hereby covenants and agrees that it will not take any action to prevent the City from having quiet and peaceable possession and enjoyment of the Leased Property during the term hereof and will, at the request of the City and at the City's cost, to the extent that it may lawfully do so, join in any legal action in which the City asserts its right to such possession and enjoyment.

**ARTICLE IV  
SPECIAL COVENANTS**

Section 4.01 Waste. The City agrees that at all times that it is in possession of the Leased Property, it will not commit, suffer or permit any waste on the Site, and that it will not willfully or knowingly use or permit the use of the Site for any illegal purpose or act.

Section 4.02 Further Assurances and Corrective Instruments. City and the MVCSD agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease, Site Lease (City Hall Annex and Fire Station 65) and the Lease Agreement.

Section 4.03 Release and Indemnification Covenants. To the extent authorized by law, the City shall and hereby agrees to indemnify and hold the MVCSD, and its respective officers, agents, successors and assigns, harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Site by the City; (b) any breach or default on the part of the City in the performance of any of its obligations under this Site Lease; (c) any act or negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Site; (d) the use, presence, storage, disposal of any Hazardous Substances on or about the Site; or (e) any act or negligence of any sublessee of the City with respect to the

Site. No indemnification is made under this Site Lease for willful misconduct or negligence under this Site Lease by the MVCSD or any of its officers, agents, employees, successors or assigns.

**ARTICLE V  
ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING**

Section 5.01 Assignment and Subleasing. This Site Lease may be assigned and the Site subleased, as a whole or in part, by the City to the Authority pursuant to the Site Lease (City Hall Annex and Fire Station 65) and leased by the Authority back to the City pursuant to Lease Agreement and further sub-leased by Banc, as the assignee of the Authority, without the necessity of obtaining the consent of the MVCSD, if an Event of Default occurs under the Lease Agreement and subject to the limitations of the Lease Agreement and the Site Lease (City Hall Annex and Fire Station 65). Banc shall within thirty (30) days after such an assignment or sublease, furnish or cause to be furnished to the MVCSD a true and correct copy of such assignment or sublease, as the case may be.

Section 5.02 Restrictions on City. Except as provided in Section 5.01 above, City agrees that it will not lease, mortgage, sell, encumber, assign, transfer or convey the Site or any portion thereof during the term of this Site Lease. City also agrees to take all actions necessary to avoid a default under Site Lease (City Hall Annex and Fire Station 65).

**ARTICLE VI  
TERM**

Section 6.01 The Term of this Site Lease shall commence as of the date hereof and shall remain in full force and effect from such date to and including November 1, 2022; provided, however, that this Site Lease shall be terminated ten business days subsequent to either of the following dates:

(a) The date on which the City exercises its option to prepay the Lease Payments and prepay all Lease Payments for the Leased Property pursuant to Article IX of the Lease Agreement by paying the then applicable Prepayment Price as set forth in the Lease Agreement; or

(b) If no Event of Default has occurred under the Lease Agreement, the last day of the Term of the Lease Agreement, provided the City has paid to the Authority, or its assignee, all Lease Payments, any Additional Payments and other payments which may be due under the Lease Agreement during the entire Term of the Lease Agreement;

Provided, further, that if on November 1, 2022, the Lease Payments under the Lease Agreement shall have been abated at any time and for any reason, then the term of this Site Lease shall be extended until all Lease Payments shall be fully paid, except that the term of this Site Lease shall in no event be extended beyond November 1, 2032.

Section 6.02 Upon the termination of this Site Lease, the City and the Authority shall have no further interest in the Site. The City agrees to take such necessary action to cause clear title to any improvements thereon to be in the name of the MVCSD.

**ARTICLE VII  
MISCELLANEOUS**

Section 7.01 Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the MVCSD, City, Banc and their respective successors and assigns.

Section 7.02 Severability. In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.03 Amendments, Changes and Modifications. This Site Lease may not be effectively amended, changed, modified, altered or terminated without the written agreement of both parties hereto and Banc.

Section 7.04 Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.05 Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 7.06 Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

IN WITNESS WHEREOF, the MVCSD has caused this Site Lease to be executed in its corporate name and attested by its duly authorized officers, and the City has executed this Site Lease in its name. All of the above occurred as of the date first above written.

CITY OF MORENO VALLEY,  
as lessee

By: \_\_\_\_\_  
City Manager

MORENO VALLEY COMMUNITY SERVICES  
DISTRICT, as lessor

By: \_\_\_\_\_  
Executive Director

EXHIBIT A  
DESCRIPTION OF SITE

Recording Requested By:

City Clerk  
CITY OF MORENO VALLEY

When Recorded Mail To:

Best Best & Krieger LLP  
655 West Broadway, 15th Floor  
San Diego, California 92101  
Attention: Warren Diven

---

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

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**SITE LEASE AGREEMENT  
(CITY HALL ANNEX AND FIRE STATION 65)**

Dated as of January 1, 2011

by and between

CITY OF MORENO VALLEY, as Lessor

and

MORENO VALLEY PUBLIC FINANCING AUTHORITY, as Lessee

---

SITE LEASE AGREEMENT  
(CITY HALL ANNEX AND FIRE STATION 65)

This SITE LEASE AGREEMENT (CITY HALL ANNEX AND FIRE STATION 65) (this "Site Lease") dated as of January 1, 2011 is made and entered into by and between the CITY OF MORENO VALLEY (the "City"), a municipal corporation duly organized and existing under and by virtue of the laws of the State of California, as lessor, and the MORENO VALLEY PUBLIC FINANCING AUTHORITY (the "Authority"), a joint powers authority duly organized and existing under and by virtue of the laws of the State of California, as lessee.

W I T N E S S E T H

WHEREAS, the City is the owner of certain real property commonly referred to as the City Hall Annex located at 14331 Frederick Street, Moreno Valley, California and more particularly described in Exhibit A hereto (the "City Hall Annex Property").

WHEREAS, the City has leased from Moreno Valley Community Services District ("MVCSD") real property commonly referred to as Fire Station 65 located at 15111 Indian Street, Moreno Valley, California and more particular described in Exhibit A hereto (the "Fire Station 65 Property") pursuant to a Site Lease (Fire Station 65) between Moreno Valley Community Services District and City, dated January 1, 2011 (the "City Lease"); and

WHEREAS, the Authority and the City previously provided for the financing of certain improvements by the issuance, sale and delivery of the Authority's 1997 Lease Revenue Bonds (the "1997 Bonds"); and

WHEREAS, as a result of favorable interest rate conditions in the municipal bond market, the City will realize savings if the 1997 Bonds are defeased and refunded; and

WHEREAS, in order to provide the funds needed to defease and refund the 1997 Bonds, the City proposes to lease the City Hall Annex Property and the Fire Station 65 Property (together, the "Leased Property") to the Authority pursuant to this Site Lease in order to allow the Authority to lease the Leased Property back to the City pursuant to a Lease Agreement, dated as of January 1, 2011 (the "Lease Agreement"), between the City and the Authority; and

WHEREAS, the City is authorized to lease the Leased Property as lessor and has duly authorized the execution and delivery of this Site Lease;

NOW, THEREFORE, for and in consideration of the premises, which are expressly made a part hereof, the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants hereinafter contained, the parties agree as follows:

**ARTICLE I  
DEFINITIONS**

Except as otherwise provided herein, all words and phrases defined in Article I of the Lease Agreement shall have the same meaning in this Site Lease.



**ARTICLE II  
DEMISING CLAUSES**

City leases to the Authority, and the Authority leases from City, for the benefit and on behalf of the Banc of America Public Capital Corp. (the “Bank”), the Leased Property, subject only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have and to hold for the Term of this Site Lease. MVCSD has provided its consent to this Site Lease and the Lease Agreement pursuant to the provisions of the City Lease.

**ARTICLE III  
QUIET ENJOYMENT**

The parties intend that the Leased Property will be leased to the City pursuant to the Lease Agreement for the Term thereof. It is further intended that, to the extent provided herein and in the Lease Agreement, if an Event of Default occurs under the Lease Agreement, the Bank, as the assignee of the Authority, will have the right, for the then remaining Term of this Site Lease, to sublease the Leased Property. City and the Authority hereby covenant to protect their respective rights under the City Lease and this Site Lease. Subject to any rights the City may have under the Lease Agreement (in the absence of an Event of Default) to possession and enjoyment of the Leased Property, City hereby covenants and agrees that it will not take any action to prevent the Authority from having quiet and peaceable possession and enjoyment of the Leased Property during the term hereof and will, at the request of the Authority to the extent that it may lawfully do so, join in any legal action in which the Authority asserts its right to such possession and enjoyment.

**ARTICLE IV  
SPECIAL COVENANTS**

Section 4.01 Waste. The Authority agrees that at all times that it is in possession of the Leased Property, it will not commit, suffer or permit any waste on the Leased Property, and that it will not willfully or knowingly use or permit the use of the Leased Property for any illegal purpose or act.

Section 4.02 Further Assurances and Corrective Instruments. City and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease, the Lease Agreement and the City Lease.

Section 4.03 Release and Indemnification Covenants. To the extent authorized by law, the Authority shall and hereby agrees to indemnify and hold City, and its respective officers, agents, successors and assigns, harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the Authority; (b) any breach or default on the part of the Authority in the performance of any of its obligations under this Site Lease; (c) any act or negligence of the Authority or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property; (d) the use, presence, storage, disposal of any Hazardous Substances on or about the Leased Property; or (e)

any act or negligence of any sublessee of the Authority with respect to the Leased Property. No indemnification is made under this Site Lease Agreement for willful misconduct or negligence under this Lease Agreement by City or any of its officers, agents, employees, successors or assigns.

**ARTICLE V**  
**ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING**

Section 5.01 Assignment and Subleasing. This Site Lease may be assigned and the Leased Property subleased, as a whole or in part, by the Authority to the City and further subleased by the Bank, as the assignee of the Authority, without the necessity of obtaining the consent of City, if an Event of Default occurs under the Lease Agreement and subject to the limitations of the Lease Agreement and the City Lease. The Bank shall within thirty (30) days after such an assignment or sublease, furnish or cause to be furnished to City a true and correct copy of such assignment or sublease, as the case may be.

Section 5.02 Restrictions on City. City agrees that it will not lease, mortgage, sell, encumber, assign, transfer or convey the Leased Property or any portion thereof during the term of this Site Lease. City also agrees to take all actions necessary to avoid a default under City Lease.

**ARTICLE VI**  
**TERM**

Section 6.01 The Term of this Site Lease shall commence as of the date hereof and shall remain in full force and effect from such date to and including November 1, 2022; provided, however, that this Site Lease shall be terminated ten business days subsequent to either of the following dates:

(a) The date on which the City exercises its option to prepay the Lease Payments and prepay all lease payments for the Leased Property pursuant to Article IX of the Lease Agreement by paying the then applicable Prepayment Price as set forth in the Lease Agreement; or

(b) If no Event of Default has occurred under the Lease Agreement, the last day of the Term of the Lease Agreement, provided the City has paid to the Authority, or its assignee, all Lease Payments, any Additional Payments and other payments which may be due under the Lease Agreement during the entire Term of the Lease Agreement;

Provided, further, that if on November 1, 2022, the Lease Payments under the Lease Agreement shall have been abated at any time and for any reason, then the term of this Site Lease shall be extended until all Lease Payments shall be fully paid, except that the term of this Site Lease shall in no event be extended beyond November 1, 2032.

Section 6.02 Upon the termination of this Site Lease, the Authority shall have no further interest in the Leased Property. The Authority agrees to take such necessary action to cause clear title to any improvements thereon to be in the name of City.

**ARTICLE VII  
MISCELLANEOUS**

Section 7.01 Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon City, the Authority, the Bank and their respective successors and assigns.

Section 7.02 Severability. In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.03 Amendments, Changes and Modifications. This Site Lease may not be effectively amended, changed, modified, altered or terminated without the written agreement of both parties hereto and the Bank.

Section 7.04 Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.05 Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 7.06 Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

IN WITNESS WHEREOF, City has caused this Site Lease to be executed in its name and attested by its duly authorized officers, and the Authority has executed this Site Lease in its name. All of the above occurred as of the date first above written.

CITY OF MORENO VALLEY,  
as lessor

By: \_\_\_\_\_  
City Manager

MORENO VALLEY PUBLIC FINANCING  
AUTHORITY, as lessee

By: \_\_\_\_\_  
Executive Director

EXHIBIT A

DESCRIPTION OF LEASE PROPERTY

Recording Requested By:

City Clerk  
CITY OF MORENO VALLEY

When Recorded Mail To:

Best Best & Krieger LLP  
655 West Broadway, 15th Floor  
San Diego, California 92101  
Attention: Warren Diven

---

**This document is recorded for the benefit of the City of Moreno Valley and recording is fee exempt under §27383 of the Government Code**

LEASE AGREEMENT

between

MORENO VALLEY PUBLIC FINANCING AUTHORITY  
Lessor

and

CITY OF MORENO VALLEY  
Lessee

Dated as of January 1, 2011

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of January 1, 2011, by and between the MORENO VALLEY PUBLIC FINANCING AUTHORITY, a public agency duly organized and existing under the laws of the State of California, including without limitation Section 6500 et seq. of the Government Code of the State of California, as lessor (the "Authority"), and CITY OF MORENO VALLEY, a municipal corporation duly organized and existing under the Constitution and laws of said State, as lessee (the "City");

WITNESSETH:

WHEREAS, the Authority is a public agency organized under the laws of the State of California including without limitation the Joint Exercise of Powers Law consisting of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code;

WHEREAS, the Authority is authorized pursuant to the Joint Exercise of Powers Law and the Joint Exercise of Powers Agreement creating the Authority to provide for the financing of public capital improvements of the City; and

WHEREAS, the Authority and the City previously provided for the financing of certain improvements by the issuance, sale and delivery of the Authority's 1997 Lease Revenue Bonds (the "1997 Bonds"); and

WHEREAS, as a result of favorable interest rate conditions in the municipal bond market, the City will realize savings if the 1997 Bonds are defeased and refunded; and

WHEREAS, in order to provide the funds needed to defease and refund the 1997 Bonds, the City proposes to lease the City Hall Annex, located at 14331 Frederick Street in the City (the "Annex Property") and to sublease the Fire Station 65, located at 15111 Indian Street in the City (the "Fire Station 65 Property" and, together with the Annex Property, the "Leased Property") to the Authority pursuant to a Site Lease, dated as of January 1, 2011 (the "Site Lease"), between the Authority and the City, which has been recorded concurrently herewith in the Office of the Riverside County Recorder (the "County") in order to allow the Authority to lease the Leased Property back to the City pursuant to this Lease Agreement; and

WHEREAS, the City shall lease the Leased Property from the Authority in consideration of the payment by the City of semiannual lease payments hereunder as the rental for the Leased Property (the "Lease Payments"), which the Authority will assign, together with the Site Lease and this Lease Agreement, to Banc of America Public Capital Corp., as assignee (the "Bank" and "Assignee") under an Assignment of Lease Agreement, dated as of January 1, 2011, between the Authority and the Bank, which has been recorded concurrently herewith in the Office of the Riverside County Recorder; and

WHEREAS, the City is authorized to enter into this Lease Agreement for the purpose of defeasing and refunding the 1997 Bonds.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

## DEFINITIONS AND EXHIBITS

SECTION 1.1. Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified herein. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Additional Payments” shall have the meaning given such term in Section 3.9.

“Applicable Environmental Laws” means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 USC Sections 9601 et seq.; the Resource Conservation and Recovery Act (“RCRA”), 42 USC Sections 6901 et seq.; the California Hazardous Waste Control Law (“HWCL”), California Health & Safety Code Sections 25100 et seq.; the Hazardous Substance Account Act (“HSAA”), California Health & Safety Code sections 25300 et seq.; the Porter-Cologne Water Quality Control Act (the “Porter-Cologne Act”), California Water Code Sections 1300 et seq.; the Air Resources Act, California Health & Safety Code Sections 3900 et seq.; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 et seq.; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (1) the existence, cleanup, and/or remedy of contamination on property;
- (2) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (3) the control of hazardous wastes; or
- (4) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

“Assignee” means (a) initially, Banc of America Public Capital Corp., as assignee of certain rights of the Authority hereunder, and (b) any other entity to whom the rights of the Authority are assigned hereunder.

“Assignment Agreement” means the Assignment of Lease Agreement, dated as of January 1, 2011, between the Authority as assignor and the Assignee as assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

“Authorized Representative” means: (a) with respect to the Authority, its Chairman, Vice Chairman, Treasurer, Executive Director or Secretary, or any other Person designated as an Authorized Representative of the Authority by a Written Certificate of the Authority signed by its Chairman or Executive Director filed with the City; or (b) with respect to the City, its City Manager or any other Person designated as an Authorized Representative of the City by a Written Certificate signed on behalf of the City by its City Manager and filed with the Authority.

“Bond Counsel” means Best Best & Krieger LLP or any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income for federal income tax purposes.

“Business Day” means a day which is not a Saturday, Sunday or legal holiday on which banking institutions are not closed in the State of California.

“City” meant the City of Moreno Valley, a general law city formed under the Constitution and laws of the State of California.

“Closing Date” means the date of execution and delivery of this Lease by the parties hereto, being January \_\_, 2011.

“Fiscal Year” means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other twelve-month period hereafter selected and designated as the official fiscal year period of the City.

“Federal Securities” means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

“Hazardous Substance” any substance that shall, at any time, be listed as “hazardous” or “toxic” in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the facilities, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 et seq.).

“Lease” or “Lease Agreement” means the Lease Agreement entered into by and between the Authority and the City, dated as of January 1, 2011.

“Lease Payments” means all payments required to be paid by the City under Section 3.3, including any prepayments made pursuant to Article IX.

“Leased Property” means the site or sites described in Exhibit C hereto together with all improvements thereon.

“Net Proceeds” means any proceeds of insurance carried pursuant to Sections 4.3 and 4.5 of the Lease, performance bonds, or a taking by eminent domain or condemnation paid with respect to the Project and remaining after payment therefrom of any expenses (including attorneys' fees) incurred in the collection thereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the City may, pursuant to provisions of Article VII hereof, permit to remain unpaid; (ii) the Assignment Agreement, as it may be amended from time to time; (iii) the Site Lease, as it may be amended from time to time; (iv) this Lease, as it may be amended from time to time; (v) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law;

(vi) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the Closing Date and which will not materially impair the use of the Leased Property by the City; and (vii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Lease and to which the Authority, the Assignee and the City consent in writing, and which, in the opinion of Counsel to the City do not materially affect use by the City of the Project as intended.

“Site Lease” means the Site Lease Agreement (City Hall Annex and Fire Station 65) entered into by and between the Authority and the City, dated as of January 1, 2011.

“Written Certificate” and “Written Request” of the Authority or the City mean, respectively, a written certificate or written request signed in the name of the Authority by its Authorized Representative or in the name of the City by its Authorized Representative. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

SECTION 1.2. Exhibits. The following Exhibits are attached to, and by reference made a part of, this Lease:

Exhibit A: Schedule of Lease Payments to be paid by the City to the Authority, showing the Lease Payment Date and amount of each Lease Payment.

Exhibit B: Lease Supplement Form.

Exhibit C: Legal Description of the Leased Property.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants to the Authority as follows:

(a) Due Organization and Existence. The City is a municipal corporation of the State, duly organized and existing under the Constitution and laws of the State.

The City is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the “Code”), and this Lease constitutes an obligation of the City within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

(b) Authorization: Enforceability. The Constitution and laws of the State authorize the City to enter into this Lease and the Site Lease (together, the “Agreements”) and to enter into the transactions contemplated by and to carry out its obligations under all of the Agreements, and the City has duly authorized and executed all of the Agreements. The Agreements constitute legal, valid and binding obligations of the City enforceable in accordance with their respective *terms*, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default No Liens or Encumbrances. Neither the execution and delivery of this Lease or the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, (i) conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the City, or upon the Project except for Permitted Encumbrances, and (ii) results in an abatement of the City's obligations hereunder.

(d) Execution and Delivery. The City has duly authorized and executed this Lease in accordance with the Constitution and laws of the State.

(e) Indemnification of Authority and Assignee. The City shall and hereby agrees to indemnify and save the Authority and the Assignee, and their respective officers, agents, successors and assigns, harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the City, (ii) any breach or default on the part of the City in the performance of any of its obligations under this Lease, (iii) any act or negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property, (iv) the use, presence, storage, disposal of any Hazardous Substances on or about the Leased Property, (v) the failure to comply with any Applicable Environmental Laws, (vi) any act or negligence of any sublessee of the City with respect to the Leased Property or (vii) any loss of the federal income tax exemption of the interest portion of Lease Payments and any interest or penalties imposed by the Internal Revenue Service on the Assignee in connection therewith, any such amount with respect to past Lease Payments to be paid to the Assignee in a single lump sum payment upon demand of the Assignee, and any such amount with respect to future Lease Payments to be paid as an increase in the interest portion of Lease Payments such that the after tax yield to the Assignee shall remain the same following the loss of the federal income tax exemption as it was before such loss of tax exemption. No indemnification is made under this paragraph (e) or elsewhere in this Lease for misconduct or gross negligence under this Lease by the Authority or the Assignee or any of their respective officers, agents, employees, successors or assigns.

(f) General Tax and Arbitrage Covenant.

(i) Generally. The City will not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Lease Payments to become includable in gross income for federal income tax purposes.

(ii) Private Activity Bond Limitation. The City will ensure that the proceeds of the Lease Payments are not so used as to cause the City's obligations hereunder to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(iii) Federal Guarantee Prohibition. The City will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the

Lease Payments to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(iv) No Arbitrage. The City will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Lease Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Lease Payments to be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code.

(v) Arbitrage Rebate. The City will take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Lease Payments.

(g) Budget. The City covenants to budget and appropriate all Lease Payments and Additional Payments (to the extent the amount of such Additional Payments are known to the City at the time its annual budget is proposed) due hereunder in its annual budget and to maintain such items to the extent unpaid in that Fiscal Year in its budget throughout such Year. To the extent the amount of such payments becomes known after the adoption of the annual budget, such amounts shall be included and maintained in such budget as amended. During the Term (defined below), the City will annually on or before August 1 of each year furnish to the Assignee certification that the City has complied with the requirements of this Section. The covenants on the part of the City herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the City.

(h) Essentiality. The Leased Property and this Lease are essential to the City.

(i) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site Lease and this Lease, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(j) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site Lease or this Lease or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease or this Lease, or the financial condition, assets, properties or operations of the City.

(k) Sufficient Funds. The City reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease.

(l) No Defaults. The City has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease, or under any of its bonds, notes, or other debt obligations.

(m) Use of the Leased Property. During the term of this Lease, the Leased Property will be used by the City only for the purpose of performing one or more governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

(n) Financial Statements; Budgets. Within two hundred seventy (270) days following the end of each Fiscal Year of the City during the term hereof, the City will provide the Assignee with a copy of its audited financial statements for such Fiscal Year. Such audited financial statements shall include the City's Comprehensive Annual Financial Report ("CAFR"), including such information as is required by applicable Government Accounting Standard's Board pronouncements and applicable State law. Within ten (10) days of receipt of a request of the Assignee, the City will provide the Assignee with a copy of its annual budget and any interim updates or modifications to such budget.

SECTION 2.2. Representations, Covenants and Warranties of the Authority. The Authority represents, covenants and warrants to the City as follows:

(a) Due Organization and Existence; Enforceability. The Authority is a public agency duly organized and existing under and by virtue of the laws of the State, has the power to enter into this Lease, the Site Lease and the Assignment Agreement; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid Agreements. This Lease, the Site Lease and the Assignment Agreement constitute the legal, valid and binding obligations of the Authority enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(b) No Conflicts or Defaults; No Liens or Encumbrances. Neither the execution and delivery of this Lease, the Site Lease or the Assignment Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Authority, or upon the Project except for Permitted Encumbrances.

(c) Execution and Delivery. The Authority has duly authorized and executed this Lease in accordance with the Constitution and laws of the State.

(d) General Tax and Arbitrage Covenant. The Authority covenants that, notwithstanding any other provision of this Agreement, it will make no use of any other amounts

or property regardless of the source or take any action or refrain from taking any action that may cause the obligations of the City under this Agreement to be “arbitrage bonds” subject to federal income taxation by reason of Section 148 of the Internal Revenue Code of 1986, as amended.

In addition, the Authority covenants that it will not make any use of the proceeds of the obligations provided herein or any other funds of the Authority or take or omit to take any other action that would cause such obligations to be a “private activity bond” within the meaning of Section 141 of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code. To that end, so long as any Lease Payment is unpaid, the Authority, with respect to such proceeds and such other funds, will comply with all requirements of such Sections and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Internal Revenue Code of 1954, as amended, to the extent that such requirements are, at the time, applicable and in effect.

(e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Authority or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site Lease, the Assignment Agreement and this Lease, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site Lease, the Assignment Agreement or this Lease or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease, the Assignment Agreement or this Lease, or the financial condition, assets, properties or operations of the Authority.

### ARTICLE III

#### **AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS; ADDITIONAL PAYMENTS**

SECTION 3.1. Lease. The Authority hereby leases the Leased Property to the City, and the City hereby leases the Leased Property from the Authority, upon the terms and conditions set forth herein.

SECTION 3.2. Term.



(a) The term of this Lease shall commence on the date hereof and shall end on November 1, 2022 (the “Term”) unless terminated prior thereto upon the earliest of any of the following events:

- (i) Default and Termination. A default by the City and the Authority’s election to terminate this Lease under Section 8.2(b) hereof;
- (ii) Payment of All Lease Payments. The payment by the City of all Lease Payments required under Section 3.3 hereof and any Additional Payments required under Section 3.9 hereof when due and payable, upon prepayment as provided in Article X hereof.

(b) If on November 1, 2022 the Lease Payments hereunder shall have been abated at any time and for any reason, then the Term shall be extended until all Lease Payments shall be fully paid, except that the Term shall in no event be extended beyond November 1, 2032.

SECTION 3.3. Lease Payments.

(a) Time and Amount. Commencing as of May 1, 2011, subject to the provisions of Section 3.8 (regarding abatement in event of loss of use of any portion of the Leased Property) and Article IX (regarding prepayment of Lease Payments), the City agrees to pay to the Authority, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest), in the semi-annual amounts specified in Exhibit A, to be due and payable on the dates specified in Exhibit A (each a “Lease Payment Date”).

In the event the City does not pay Lease Payments on any Lease Payment Date, that failure to make Lease Payments shall become an event of default in accordance with Section 8.1 hereof; provided, however, that failure to give such notice shall not excuse any event of default under such Section 8.1.

(b) Rate on Overdue Payments. In the event the City should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the City until the amount in default shall have been fully paid, and the City agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate of 8% per annum.

SECTION 3.4. No Withholding. Notwithstanding any dispute between the Authority or the Assignee and the City, including a dispute as to the failure of any portion of the Leased Property in use by or in possession of the City to perform the task for which it is leased, the City shall make all Lease Payments and Additional Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.5. Fair Market Rental Value. The Lease Payments shall be paid by the City in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Leased Property during each such period for which said rental is to be paid. The parties hereto have agreed and determined that such total rental is not in excess of the fair market rental value of the Leased Property. In making such determination, consideration has been given to the fair market value of the Leased Property, other obligations of the parties under this Lease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may

be served by the Leased Property and the benefits therefrom which will accrue to the City and to the general public, the ability of the City to make additions, modifications and improvements to the Leased Property and to replace the Leased Property as provided in Section 6.7 hereof, and the transfer of the Authority's leasehold interest in the Leased Property at the end of the Term hereof.

SECTION 3.6. Assignment of Lease Payments. The Authority's rights under this Lease, including the right to receive and enforce payment of the Lease Payments, Additional Payments, and Prepayments to be made by the City hereunder, but excluding the Authority's rights under Section 2.1(e) hereof, have been assigned to the Assignee pursuant to the Assignment Agreement, to which assignment the City hereby consents. The Authority hereby directs the City, and the City hereby agrees to pay to the Assignee at the Assignee's office in \_\_\_\_\_, or to the Assignee at such other place as the Assignee shall direct in writing, all Lease Payments or Prepayments thereof, and Additional Payments payable by the City hereunder. The Authority will not assign or pledge the Lease Payments or other amounts derived from the Leased Property and from its other rights under this Lease except as provided under the terms of this Lease, or its duties and obligations except as provided under the Assignment Agreement. Except as set forth in Section 2.4 (e), all references to the Authority herein shall mean the Assignee.

SECTION 3.7. Use and Possession. The total Lease Payments due in any Fiscal Year shall be for the use and possession of the Leased Property for such Fiscal Year.

SECTION 3.8. Abatement of Lease Payments in Event of Loss of Use.

(a) Period. The obligation of the City to pay Lease Payments shall be abated during any period in which by reason of damage, destruction or taking by eminent domain or condemnation with respect to any item or portion of the Leased Property there is substantial interference with the use and possession of such item or portion of the Leased Property by the City.

(b) Amount. The amount of such abatement shall be determined by the City such that the resulting Lease Payments represent fair market rental value for the use and possession of the item or portion of the Leased Property not damaged, destroyed, or taken. Such abatement shall commence with such damage, destruction or taking and end with the substantial completion of the replacement or repair. Notwithstanding the foregoing, the Lease Payments are not subject to abatement under this Section 3.8 to the extent that the proceeds of hazard insurance or rental interruption insurance are available to pay Lease Payments which would otherwise be abated under this Section 3.8, it being hereby declared that such proceeds and amounts constitute a special fund for the payment of the Lease Payments.

(c) Repair or Replacement. In the event of such abatement, the City will repair or replace the damaged or destroyed portion of the Leased Property, with due diligence and dispatch, as the case may be, from special funds of the City or other moneys, including the proceeds of any property insurance policies associated with the Leased Property, the application of which would, in the opinion of Bond Counsel addressed to the City, the Authority and the Assignee, not result in the obligations of the City hereunder constituting indebtedness of the City in contravention of the Constitution and laws of the State.

SECTION 3.9. Additional Payments. In addition to the Lease Payments, the City shall also pay such amounts (“Additional Payments”) as shall be required for the payment of all administrative costs of the Authority relating to the Leased Property, including without limitation, fees of auditors, accountants, attorneys or engineers, and all other necessary administrative costs of the Authority or charges required to be paid by it in order to maintain its existence, including premiums on insurance maintained pursuant to Article IV hereof, or to indemnify the Authority and its officers and directors.

SECTION 3.10. Net-Net-Net Lease. This Lease shall be deemed and construed to be a “net-net-net lease” and the City hereby agrees that the Lease Payments shall be an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

## ARTICLE IV

### INSURANCE

#### SECTION 4.1. Public Liability and Property Damage.

(a) Coverage. The City shall maintain or cause to be maintained, throughout the Term hereof, a standard comprehensive general public liability and property damage insurance policy or policies in protection of the Authority, the City, the Assignee and their respective officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the use or operation of any City property or portion thereof.

(b) Limits. Said policy or policies shall provide coverage in the aggregate amount of \$1,000,000 for personal injury or death of each person and \$3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of \$150,000 (subject to a deductible clause of not to exceed \$100,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy covering all such risks in an amount equal to \$5,000,000.

(c) Joint or Self-Insurance. Such liability insurance, including the deductible, may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in the form of self-insurance by the City subject to Section 4.8.

(d) Payment of Proceeds. The proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

SECTION 4.2. Workers’ Compensation. The City shall also maintain workers’ compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure its employees against liability for compensation under the Workers’ Compensation Insurance and Safety Act now in force in California, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof (with provision for self-insurance of \$100,000).

SECTION 4.3. Casualty Insurance.

(a) Casualty Insurance. The City shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, insurance against loss or damage to any item or portion of the Leased Property by fire and lightning, with extended coverage and vandalism and malicious mischief insurance, and earthquake insurance (but as to such earthquake insurance only if such insurance is available at reasonable cost on the open market from reputable insurance companies). Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to 100% of the replacement cost of the Leased Property as improved (except that such insurance may be subject to deductible clauses of not to exceed \$100,000 for any one loss). Such coverage must apply exclusively to the Leased Property improvements and must be available to repair or rebuild the improvements, under all circumstances after the occurrence of an insured peril. Full payment of insurance proceeds up to the required policy dollar limit in connection with damage to the Leased Property and improvements thereto shall, under no circumstances, be contingent on the degree of damage sustained by other facilities owned or leased by the City. The policy must explicitly waive any coinsurance. Such insurance may be maintained as part of or in conjunction with any other insurance carried or required to be carried by the City, and may be maintained in the form of self-insurance by the City subject to Section 4.8.

The City covenants that it will cause the risk manager of the provider of casualty insurance, or an independent -insurance consultant if the City self-insures for casualty insurance, to review such program of casualty insurance annually.

In the event that earthquake insurance is not available at reasonable cost on the open market from reputable insurance companies as provided above as certified by its risk manager, the City shall notify the Assignee of such event and the City shall not be required to maintain earthquake insurance.

(b) Payment of Net Proceeds. The Net Proceeds of such insurance shall be paid to the City and applied as provided in Section 5.1.

SECTION 4.4. Rental Interruption Insurance. The City shall obtain and, throughout the Term hereof, maintain or cause to be maintained rental interruption insurance to cover loss, total or partial, of the use of any part of the Project as a result of any of the hazards required to be covered by casualty insurance pursuant to Section 4.3 above. Such rental interruption insurance shall be obtained and maintained in an amount sufficient at all times to pay an amount not less than the fair rental value thereof during any period when there is substantial interference with the City's right to the use and occupancy thereof as a result of the occurrence of such hazards. Such rental interruption insurance shall be payable for a period adequate to cover the period of repair or reconstruction; provided, however, that such policy shall provide that the aggregate amount payable thereunder shall not be less than an amount equal to two (2) years' Lease Payments.

SECTION 4.5. Title insurance. The City shall obtain and, throughout the Term hereof, maintain or cause to be maintained title insurance on the Leased Property, in the form of a CLTA owner's title policy in an amount equal to the aggregate principal component of unpaid Lease Payments, issued by a company of recognized standing, duly authorized to issue the same,

subject only to Permitted Encumbrances. The Net Proceeds of such insurance shall be applied as provided in Section 5.1 hereof.

SECTION 4.6. General Insurance Provisions.

(a) Form of Policies. All policies of insurance required to be procured and maintained pursuant to this Lease, except the insurance required by Section 4.2 hereof, and any statements of self- insurance shall be in form certified by an insurance agent, broker or consultant to the City to comply with the provisions hereof. All such policies shall provide the Assignee 30 days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby. All required policies shall be endorsed to name the Authority, the City, and the Assignee as insureds and shall designate the Assignee as loss payee.

(b) Payment of Premiums. The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease.

(c) Protection of the Authority and the Assignee. The Authority and the Assignee shall be named as additional parties insured under all policies required by this Article IV.

(d) Evidence of Insurance. The City shall cause to be delivered to the Assignee on the Closing Date, and annually thereafter on or before April 1, a certificate of the City stating that all insurance policies or self-insurance programs required by this Lease are in full force and effect.

(e) Blanket Insurance Policies. The City may satisfy any of the insurance requirements set forth in this Lease by using blanket policies of insurance, provided that the City complies with each and all of the requirements and specifications of this Lease.

(f) Modification of Insurance Policies. Subject to the other provisions of this Lease, the City may modify its insurance coverage, including its self-insurance, in whole or in part, taking into account the cost and availability of insurance and the effect of the terms and rates of such insurance on the City's costs and charges for its services, upon filing with the Assignee the City's Certificate that the new coverage is equal to or better than that which it replaces.

(g) Commercial Insurers. All required insurance policies must be provided by a commercial insurer rated A+ by BEST or in the two highest rating categories of S&P and Moody's.

SECTION 4.7. Cooperation. The Authority shall cooperate fully with the City at the expense of the City in filing any proof of loss with respect to any insurance policy maintained pursuant to this Article and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof.

SECTION 4.8. Self-insurance. No self-insurance will be permitted with respect to the requirements for title insurance or rental interruption insurance under this Article IV. Self-insurance or insurance reserves maintained by a joint exercise of powers authority is authorized provided that the following minimum conditions are met:

(a) The self-insurance program must be approved by an independent insurance consultant and the Assignee.

(b) The self-insurance program must be maintained on an actuarially sound basis and the Assignee must annually receive a certified actuarial statement attesting to the sufficiency of the program's assets.

(c) The self-insurance fund must be held in a separate trust fund by an independent trustee.

(d) In the event the self-insurance program is discontinued, the actuarial soundness of the claim reserve fund must be maintained.

## ARTICLE V

### DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

SECTION 5.1. Application of Net Proceeds. The Net Proceeds of any insurance award resulting from any damage to or destruction of the Leased Property by fire or other casualty, and the Net Proceeds of any taking of the Leased Property or any portion thereof in eminent domain proceedings, shall be paid to the Authority to be applied as hereinafter set forth in this Section 5.1.

If the Leased Property is destroyed or damaged beyond repair at any time during the Term of this Lease, or if the Leased Property or any portion thereof is taken in eminent domain proceedings at any time during the Term of this Lease, the City shall as soon as practicable after such event, with the prior written consent of the Assignee, apply the Net Proceeds resulting therefrom either to: (a) repair the Leased Property to full use; (b) replace the Leased Property, at the City's sole cost and expense, with property of equal or greater value to the Leased Property immediately prior to the time of the such destruction or damage, such replacement Leased Property to be subject to the Assignee's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (c) prepay the Lease Payments in accordance with Section 9.1. The City will notify the Assignee of which course of action it desires to take within 15 days after the occurrence of such destruction or damage. The Assignee may (but is not required to) in its own name or in the City's name execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy, and the City hereby grants to the Assignee a power of attorney coupled with an interest to accomplish all or any of the foregoing. The Net Proceeds of all insurance payable with respect to the Leased Property shall be available to the City and shall be used to discharge the City's obligations under this Section.

SECTION 5.2. Application of Other Moneys. In the event of any accident, destruction, theft or taking by eminent domain or condemnation with respect to a major portion of the Leased Property, as declared in a written certification to the Authority and the Assignee, the City may pay to the Assignee moneys sufficient to prepay Lease Payments as provided in Section 9.1 hereof.

## ARTICLE VI

## OTHER COVENANTS WITH RESPECT TO THE LEASED PROPERTY

SECTION 6.1. Use of the Leased Property; Non-abandonment. The City represents and warrants that it is using and will continue to use all of the Leased Property, and that the City's need for the Leased Property is not temporary or expected to diminish in the foreseeable future. The City shall not abandon the Leased Property during the term of this Lease, nor shall the City acquire or construct a facility which would render the Leased Property useless to the City.

SECTION 6.2. Interest in the Leased Property.

(a) Authority Holds Interest During Term. During the Term of this Lease, the Authority shall hold a leasehold interest in the Leased Property pursuant to the Site Lease. The City shall take any and all actions reasonably required, including but not limited to executing and filing any and all documents, reasonably required to maintain and evidence the Authority's leasehold interest in the Leased Property at all times during the Term hereof.

(b) Interest Transferred to City at End of Term. Upon expiration of the Term as provided in Section 3.2 hereof, the interest of the Authority in and to the Leased Property shall be transferred to and vest in the City, without the necessity of any additional document of transfer.

SECTION 6.3. Quiet Enjoyment. During the Term, the Authority shall provide the City with quiet use and enjoyment of the Leased Property, and the City shall during such Term peaceably and quietly have and hold and enjoy the Leased Property, without suit, trouble or hindrance from the Authority, or any person or entity claiming under or through the Authority except as expressly set forth in this Lease. The Authority will, at the request of the City, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Authority may lawfully do so. Notwithstanding the foregoing, the Authority shall have the right to inspect the Leased Property as provided in Section 6.5 hereof.

SECTION 6.4. Installation of City's Personal Property. The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon any portion of the Leased Property. All such items shall remain the sole personal property of the City, regardless of the manner in which the same may be affixed to such portion of the Leased Property, in which neither the Authority nor the Assignee shall have any interest, and may be modified or removed by the City at any time; provided that the City shall repair and restore any and all damage to such portion of the Leased Property resulting from the installation, modification or removal of any such items of equipment. Nothing in this Lease shall prevent the City from purchasing items to be installed pursuant to this Section, provided that no lien or security interest attaching to such items shall attach to any part of the Leased Property.

SECTION 6.5. Access to the Leased Property. The City agrees that the Authority, any Authority Representative and the Authority's successors or assigns, shall have the right at all reasonable times to enter upon the Leased Property or any portion thereof to examine and inspect the Leased Property. The City further agrees that the Authority, any Authority Representative, and the Authority's successors or assigns shall have such rights of access to the Leased Property

as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the City to perform its obligations hereunder.

SECTION 6.6. Maintenance. Utilities. Taxes and Assessments: Operating Costs.

(a) Maintenance: Repairs and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the City, and the City shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of any portion of the Leased Property resulting from ordinary wear and tear or want of care on the part of the City or any sublessee thereof. In exchange for the Lease Payments herein provided, the Authority agrees to provide only the Leased Property, as hereinbefore more specifically set forth. The City waives the benefits of subsections 1 and 2 of Section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the City under the terms of this Lease.

(b) Tax and Assessments: Utility Charges. The City shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges of any type or nature charged to the Authority or the City or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The City may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; Provided that prior to such nonpayment it shall furnish the Authority and the Trustee with the opinion of Bond Counsel, to the effect that, by nonpayment of any such items, the interest of the Authority in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the City shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Authority. The Authority will cooperate fully in such contest upon the request and at the expense of the City.

(d) Throughout the Term of this Lease the City shall pay all of the costs incurred by the City in operating, maintaining and using the Leased Property; and the City shall under no circumstances look to the Authority for any part of such costs.

SECTION 6.7. Modification of the Leased Property.

(a) Additions. Modifications and Improvements. The City shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such additions, modifications or improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the federal income tax exclusion or the State tax-exempt status of the interest components of the Lease Payments or



diminish the fair rental value of the Leased Property; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. The City will not permit any mechanics' or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements or replacements made by the City pursuant to this Section; provided that if any such lien is established and the City shall first notify or cause to be notified the Authority of the City's intention to do so, the City may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Authority with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Assignee as assignee of the Authority. The Authority will cooperate fully in any such contest upon the request and at the expense of the City.

(c) Replacements. Redevelopment and Renovation. Upon receipt of prior written consent of the Assignee, the City shall, at its own expense, have the right to make replacements, redevelopment or renovation of all or a portion of the Leased Property, including substitution of any other unencumbered assets of the City as and for the Leased Property, if the following conditions precedent are satisfied:

(1) The City receives an opinion of Bond Counsel, which City shall furnish to the Authority and the Assignee, that (i) such replacement does not adversely affect the federal income tax exclusion or the State tax-exempt status of the interest components of the Lease Payments or of the Bonds, and (ii) the Lease will remain the legal, valid, binding and enforceable obligation of the City;

(2) In the event such replacement, redevelopment or renovation would result in the temporary abatement of Lease Payments as provided in Section 3.8 hereof, the City shall provide in advance for payment of Lease Payments from special funds of the City or other moneys, the application of which would not, in the opinion of Bond Counsel (a copy of which shall have been delivered to the Assignee), result in such Lease Payments constituting indebtedness of the City in contravention of the Constitution and laws of the State;

(3) The City shall certify to the Assignee that it has sufficient funds to complete such replacement, redevelopment or renovation and that no event of default has occurred or is continuing;

(4) In the event of such substitution, the City shall provide the Trustee and the Authority with (a) an appraisal of the fair rental value of such substituted Leased Property prepared by an independent commercial real estate appraiser showing that the fair rental value is equal to or greater than the Lease Payments due hereunder, and (b) a policy of Title Insurance for such substituted Leased Property in accordance with Section 5.5 of this Lease; and

(5) The City shall determine and certify to the Assignee that the annual fair rental value of the replacements (including any substituted Leased Property) will be at least equal to the lesser of (i) the annual fair rental value of the Leased Property immediately prior to such

replacement, redevelopment or renovation, or (ii) 150% of the maximum annual Lease Payments remaining under the Lease.

(d) Release of Portion of Project. In connection with the City's option to partially prepay Lease Payments, the City may, upon receipt of the prior written consent of the Assignee, release a portion of the Leased Property from the lien of the Lease so long as the City determines and certifies to the Assignee that the annual fair rental value of the remaining components of the Leased Property will be at least equal to the Lease Payments remaining under the Lease; (ii) the estimated value of the remaining portions of the Leased Property will be at least equal to the principal component of the Lease Payments outstanding as of the date hereof; and (iii) no event of default has occurred or is continuing and no event giving rise to an abatement of Lease Payments with respect to the remaining portions of the Leased Property has occurred or is continuing. If requested by the Assignee, the City shall provide to the Assignee such additional information and documents, which may include an independent appraisal, to evidence the value of the remaining components of the Leased Property.

(e) Substitution Under Certain Circumstances. In the event of damage to or destruction of the Leased Property due to earthquake or other uninsured casualty for which rental interruption insurance is not available, the City shall substitute under the Site Lease and this Lease one or more parcels of unimpaired and unencumbered real property, the fair rental value of which, for each remaining rental period and in the aggregate, shall be at least equal to the remaining Lease Payments hereunder.

SECTION 6.8. Liens. Except as provided in this Article, (including without limitation Section 6.7 hereof) the City shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim, as applicable, on or with respect to the Leased Property, other than the respective rights-of the Authority and the City as herein provided and except as to Permitted Encumbrances. Except as expressly provided in this Article, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time; provided that the City may contest such liens if it desires to do so. The City shall reimburse the Authority for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, change, encumbrance or claim.

SECTION 6.9. Authority's Disclaimer of Warranties. THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE LEASED PROPERTY OR ANY ITEM OR PORTION THEREOF. THE DISTRICT ACKNOWLEDGES THAT THE AUTHORITY IS NOT A MANUFACTURER OF ITEMS OR PORTIONS OF THE LEASED PROPERTY OR A DEALER THEREIN, AND THAT THE DISTRICT IS LEASING THE ITEMS OF THE LEASED PROPERTY AS IS. In no event shall the Authority be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease, the Site Lease, the Assignment Agreement, or the Trust Agreement for the existence, furnishing, functioning or City's use and possession of the Leased Property.

SECTION 6.10. Environmental Covenants.

(a) Compliance with Laws; No Hazardous Substances. The City will comply with all Applicable Environmental Laws with respect to the Leased Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Leased Property.

(b) Notification of Assignee. The City will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Leased Property and any operations conducted thereon or any conditions existing thereon to the Assignee, and the City will notify the Assignee in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substances that has occurred or is occurring that in any way affects or threatens to affect the Leased Property, or the people, structures, or other property thereon, provided that no such notifications shall create any liability or obligation on the part of the Bank.

(b) Access for Inspection. The City shall permit the Assignee, its agents, or any experts designated by the Assignee to have full access to the Leased Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Assignee has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

SECTION 6.11. Assignment by the Authority. The Authority's rights under this Lease, including the right to receive and enforce payment of the Lease Payments to be made by the City hereunder, have been assigned to the Assignee. The City hereby consents to such assignment. Whenever in this Lease any reference is made to the Authority and such reference concerns rights which the Authority has assigned to the Assignee, such reference shall be deemed to refer to the Assignee.

The Authority and the Assignee may make additional assignments of their interests herein, but no such assignment will be effective as against the City unless and until the Authority or the Assignee has filed with the City written notice thereof. The City shall pay all Lease Payments hereunder under the written direction of the Authority or the assignee named in the most recent assignment or notice of assignment filed with the City. During the Term of this Lease, the City will keep a complete and accurate record of all such notices of assignment.

## ARTICLE VII

## ASSIGNMENT, SUBLEASING AND AMENDMENT

SECTION 7.1. Assignment by the Authority. Except as provided herein and in the Trust Agreement, the Authority will not assign this Lease to any other person, firm or corporation unless the Authority has certified to the Assignee that such assignment will not impair or violate the representations, covenants and warranties contained in Section 2.2 hereof.

SECTION 7.2. Assignment and Subleasing by the City. The rights under this Lease may not be assigned by the City, nor may the City sublease all or any portion of the Leased Property, unless the City receives the prior written consent of the Assignee and an opinion of Bond

Counsel stating that such assignment or subleasing does not adversely affect the federal income tax exclusion or the State tax-exempt status of the interest components of the Lease Payments or affect the validity of this Lease. In the event that this Lease is assigned or subleased by the City, (i) the obligation to make Lease Payments hereunder shall remain the obligation of the City, (ii) any assignment or sublease shall be subject and subordinate to this Lease, (iii) no such assignment or sublease shall cause or permit the Leased Property to be used in any manner or for any purpose other than as authorized under the laws of the State, and (iv) a true and complete copy of the assignment or sublease shall be provided promptly to the Assignee.

SECTION 7.3. Amendments and Modifications. This Lease may be amended by the City and the Authority; provided, however, the prior written consent of the Assignee shall be obtained for any amendment. Prior to the effective date of any such amendment, and as a condition precedent to the effectiveness thereof, the City at its expense shall obtain an opinion of Bond Counsel stating that such amendment will not adversely affect the exclusion from gross income of the interest component of the Lease Payments.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Lease Payment Default. Failure by the City to pay any Lease Payment required to be paid hereunder by each Lease Payment Date.

(b) Covenant Default. Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto or in the Site Lease, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Authority or the Assignee; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Assignee shall not unreasonably withhold consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency: Abandonment. The filing by the City of a case in bankruptcy, or the subjection of any right, or interest of the City under this Lease to any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted; or the abandonment of the Leased Property.

(d) Misstatement. Any representation or warranty of the City or the Authority made hereunder or in connection herewith shall have been false or misleading in any material respect when made.

SECTION 8.2. Remedies on Default. Whenever any event of default referred to in Section 8.1 hereof shall have happened and be continuing, it shall be lawful for the Authority to exercise any and all remedies available pursuant to law or granted pursuant to this Lease; but, THERE SHALL BE NO RIGHT UNDER ANY CIRCUMSTANCES TO ACCELERATE THE LEASE PAYMENTS OR OTHERWISE DECLARE ANY LEASE PAYMENTS NOT THEN IN DEFAULT TO BE IMMEDIATELY DUE AND PAYABLE.

(a) No Termination: Repossession and Re-Lease on Behalf of City. In the event the Authority does not terminate this Lease in the manner hereinafter provided for in subparagraph (b) hereof, the Authority may, at the direction of the Assignee and with the consent of the City, which consent is hereby irrevocably given, repossess the Leased Property and re-lease the Leased Property for the account of the City, in which event the City's obligation will accrue from year to year in accordance with this Lease and the City will continue to receive the value of the use of the Leased Property from year to year in the form of credits against its obligation to pay Lease Payments. The obligations of the City shall remain the same as prior to such default: to pay fixed Lease Payments and Additional Payments whether the Authority reenters or not. The City agrees to and shall remain liable for the payment of all Lease Payments and Additional Payments and the, performance of all conditions contained herein and shall reimburse the Authority for any deficiency arising out of the re-leasing of the Leased Property, or, in the event the Authority is unable to re-lease the Leased Property, then for the full amount of all Lease Payments to the end of the Term of this Lease, but said Lease Payments, deficiency, or both, shall be payable only at the same time and in the same manner as provided above for the payment of Lease Payments hereunder, notwithstanding such repossession by the Authority or any suit brought by the Authority for the purpose of effecting such repossession of the Leased Property or the exercise of any other remedy by the Authority.

The City hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the City to repossess and re-lease the Leased Property in the event of default and to remove all personal property whatsoever situated upon the Leased Property, to place such property in storage or other suitable place in City of Moreno Valley or the County of Riverside, for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Authority from any costs, loss or damage whatsoever arising or occasioned by any such repossession and re-leasing of the Leased Property. The City hereby waives any and all claims for damage caused or which may be caused by the Authority in repossessing the Leased Property as provided herein and all claims for damages that may result from the destruction of or the injury to the Leased Property and all claims for damages to or loss of any property belonging to the City that may be in or upon the Leased Property.

The City agrees that the terms of this Lease constitute full and sufficient notice of the right of the Authority to re-lease the Leased Property in the event of such repossession without effecting a surrender of this Lease, and further agrees that no acts of the Authority in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease

shall vest in the Authority to be effected in the sole and exclusive manner provided for in subparagraph (b) below.

The City agrees to surrender and quit possession of the Leased Property upon demand of the Authority for the purpose of enabling the Leased Property to be re-let under this paragraph, and the City further waives the right to any rental obtained by the Authority in excess of the Lease Payments and hereby conveys and releases such excess to the Authority as compensation to the Authority for its services in re-leasing the Leased Property.

(b) Termination: Repossession and Re-Lease. If an Event of Default occurs and is continuing hereunder, the Authority at its option may terminate this Lease and re-lease all or any portion of the Leased Property. If the Authority terminates this Lease at its option and in the manner hereinafter provided due to a default by the City (and notwithstanding any re-entry upon the Leased Property by the Authority in any manner whatsoever or the re-leasing of the Leased Property), the City nevertheless agrees to pay to the Authority all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments. Any surplus received by the Authority from such re-leasing shall be applied by the Authority to Lease Payments due under this Lease. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Authority shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the City shall be or become effective by operation of law, or otherwise, unless and until the Authority shall have given written notice to the City of the election on the part of the Authority to terminate this Lease. The City covenants and agrees that no surrender of the Leased Property, or of the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

The Authority and City hereby agree that Section 1951.2 of the California Civil Code shall apply to this Lease and that upon such termination, the Authority may recover, in addition to all other damages available by contract or at law, from the City: (i) the worth at the time of award of the unpaid rental which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rental for the balance of the term after the time of the award exceeds the amount of such rental loss that the City proves could have been reasonably avoided; and (iii) any other amount necessary to compensate the Authority, the Assignee, or both for all the detriment proximately caused by the City's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in clauses, (i), (ii) and (iii) above is computed by allowing interest at the legal rate of interest per annum at which judgments for money in the State bear interest.

(c) Opinion of Bond Counsel. The re-leasing of the Leased Property as provided herein shall be subject to the opinion of Bond Counsel that such re-leasing will not cause the interest component of the Lease Payments to become includable in gross income for Federal income tax purposes or subject to State of California personal income taxes.

(d) Proceedings at Law or in Equity. If an event of default hereunder occurs and continues hereunder, the Authority may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

SECTION 8.3. No Remedy Exclusive. No remedy conferred herein upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 8.4. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 8.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder

SECTION 8.6. Application of the Proceeds from the Re-Lease of the Project. All amounts received by the Authority under this Article VIII (other than as provided in Section 8.2(b) herein regarding certain surplus) shall, after payment of all fees and expenses of the Trustee, including fees and expenses of its attorneys, be deposited by the Trustee in the Revenue Fund and credited towards the Lease Payments in order of Lease Payment Date.

SECTION 8.7. Assignee to Exercise Rights. Such rights and remedies as are given to the Authority under this Article VIII have been assigned by the Authority to the Assignee, to which assignment the City hereby consents.

## ARTICLE IX

### PREPAYMENT OF LEASE PAYMENTS

SECTION 9.1. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain. The City shall be obligated to prepay the unpaid principal components of the Lease Payments in whole or in part on any date, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Leased Property to be used for such purpose under Section 5.1(c). The City and the Authority hereby agree that such proceeds, to the extent remaining after payment of any delinquent Lease Payments, shall be credited towards the City's obligations under this Section 9.1.

SECTION 9.2. Security Deposit. Notwithstanding any other provision of this Lease, the City may on any date secure the payment of the Lease Payments in whole or in part by depositing with a fiduciary acceptable to the Authority and Assignee, in trust, an amount of cash which is either (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Appendix B, or

(b) invested in whole in non-callable Federal Securities maturing at or before the date funds will be needed to make such Lease Payments in an amount which is sufficient, in the opinion of an independent certified public accountant, together with interest to accrue thereon and together with any cash which is so deposited, without reinvestment, to pay such Lease Payments when due under Section 3.3(a) or when due on any optional prepayment date under Section 9.3, as the City instructs at the time of said deposit. In the event of a security deposit under this Section with respect to all unpaid Lease Payments, (a) the Term of this Lease shall continue, (b) all obligations of the City under this Lease, and all security provided by this Lease for said obligations, shall thereupon cease and terminate, excepting only the obligation of the City to make, or cause to be made all of the Lease Payments from such security deposit, and the obligation of the City to make up any deficiency in such security deposit from legally available funds, and (c) title to the Leased Property will vest in the City on the date of said deposit automatically and without further action by the City or the Authority. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease.

SECTION 9.3. Optional Prepayment. The City may prepay the unpaid principal components of the Lease Payments in whole but not in part, on any date on or after November 1, 2016, by paying unpaid principal amount of the Lease Payments, plus a one percent (1.0%) premium on the unpaid principal balance of the Lease Payments.

SECTION 9.4. Effect of Prepayment.

(a) In whole. In the event that the City prepays all remaining Lease Payments pursuant to Section 9.1 or 9.3 hereof, then the City's obligations under this Lease shall thereupon cease and terminate, including but not limited to the City's obligation to continue to pay Lease Payments under this Article IX.

(b) In Part. In the event the City prepays less than all of the remaining principal components of the Lease Payments pursuant to Section 9.1 hereof from Net Proceeds or other moneys, the amount of such prepayment shall be applied to reduce the principal components of the remaining Lease Payments in inverse order of maturity.

ARTICLE X

MISCELLANEOUS

SECTION 10.1. Notices. All notices, certificates or other communications hereunder to the Authority, the City and the Assignee shall be sufficiently given and shall be deemed to have been received five Business Days after deposit in the United States mail in certified form, postage prepaid, to the City, the Authority or the Assignee, as the case may be, at the following addresses:

If to the City:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552-0805 Attention: City Manager



If to the Authority:

Moreno Valley Public Financing Authority  
14177 Frederick Street  
Moreno Valley, California 92552-0805  
Attention: Executive Director

If to the Assignee:

Banc of America Public Capital Corp.  
c/o Bank of America, N.A.  
555 California Street, 4th Floor  
San Francisco, California 94104  
Attn: Contract Administration

The Authority, the City and the Assignee, by notice given in writing hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 10.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Authority and the City and their respective successors and assigns.

SECTION 10.3. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 10.4. Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same instrument.

SECTION 10.5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

[Remainder of this page intentionally left blank. The next page is the signature page.]

Signature Page  
Lease Agreement

IN WITNESS THEREOF, the Authority has caused this Lease to be executed in its name by its duly authorized officers, and the City has caused this Lease to be executed in its name by its duly authorized officers, as of the date first above written.

MORENO VALLEY PUBLIC FINANCING AUTHORITY, as Lessor

By: \_\_\_\_\_  
Executive Director

CITY OF MORENO VALLEY, as Lessee

By: \_\_\_\_\_  
City Manager

EXHIBIT A  
SCHEDULE OF LEASE PAYMENTS

<u>Lease Payment Date</u>	<u>Lease Payment</u>
May 1, 2011	
November 1, 2011	
May 1, 2012	
November 1, 2012	
May 1, 2013	
November 1, 2013	
May 1, 2014	
November 1, 2014	
May 1, 2015	
November 1, 2015	
May 1, 2016	
November 1, 2016	
May 1, 2017	
November 1, 2017	
May 1, 2018	
November 1, 2018	
May 1, 2019	
November 1, 2019	
May 1, 2020	
November 1, 2020	
May 1, 2021	
November 1, 2021	
May 1, 2022	
November 1, 2022	

EXHIBIT B  
FORM OF LEASE SUPPLEMENT

There is hereby subjected to the terms of that certain Lease Agreement, dated as of January 1, 2011 (the "Lease"), between the Moreno Valley Public Financing Authority (the "Authority") and City of Moreno Valley (the "City") the following property items which shall comprise a portion of the Leased Property, as defined therein:

[Description of Substituted Leased Property]

I, the City Representative, hereby certify that:

(1) the fair rental value and the useful life of the above-described portion of the Leased Property at least equals the fair rental value and the useful life of the portion of the Leased Property for which it was substituted; and

(2) the above-described portion of the Leased Property will be used by the City for authorized public purposes and can be leased under the provisions of the Lease;

I, the City Representative, hereby certify that the portion of the Leased Property being acquired will be owned by the Authority free and clear of all liens or claims of others, except for the rights of the City under the Lease, and that the Authority will not encumber title to the substituted portion of the Leased Property.

The following property items, which formerly constituted a portion of the Leased Property, are released from the terms of the Lease:

CITY OF MORENO VALLEY

By: \_\_\_\_\_  
City Manager

EXHIBIT C  
LEGAL DESCRIPTION OF THE LEASED PROPERTY

[Legal description of Annex Property and Fire Station 65 Property to be inserted]

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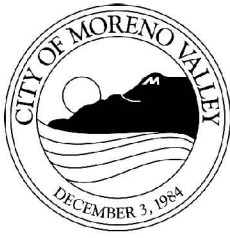
**MINUTES - REGULAR MEETING OF JANUARY 11, 2011  
(Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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

## Report to City Council

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**TO:** Mayor and City Council, acting in their respective capacities as the President and Board Members of the Moreno Valley Community Services District

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

**AGENDA DATE:** January 25, 2011

**TITLE:** ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT APPROVING A SITE LEASE AGREEMENT (FIRE STATION 65) WITH THE CITY OF MORENO VALLEY

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### RECOMMENDED ACTION

The Finance Subcommittee recommends that the Board of Directors of the Moreno Valley Community Services District adopt Resolution No. CSD 2011-02 approving a Site Lease Agreement (Fire Station 65) with the City of Moreno Valley.

### BACKGROUND

The City, through the Moreno Valley Public Financing Authority, issued \$5,300,000 in 1997 Lease Revenue Bonds to fund the construction of the public safety building and facilities in 1997. The City pledged to make lease payments to the Moreno Valley Public Financing Authority pursuant to an existing Project Lease (the "Project Lease") in the amount of about \$405,000 annually from the City General Fund through 2022 to repay this debt. The lease repayments have been shared by the General Fund and Redevelopment Agency, with the General Fund paying about 2/3 and the RDA paying about 1/3 of the debt service. The remaining outstanding bonds through 2022 are at an interest rate of 5.20% to 5.55%. Current outstanding debt for this issue is \$3,500,000.

Staff has discussed the potential to reduce the amount of the lease payments, while maintaining the same lease term, with the financial advisor firm of Fieldman Rolapp & Associates. James Fabian, Principal with Fieldman Rolapp is serving as financial advisor on the CFD No. 4 financing that is currently in progress and was readily available to discuss the opportunity to refund the 1997 Lease Revenue Bonds. In

addition, the Bond Counsel firm of Best Best and Krieger is also currently working on the CFD No. 4 financing and agreed to assist with this issue.

The Finance Subcommittee met and discussed this refunding issue on November 15, 2011 and supported staff proceeding with the private placement process with the two recommended consultants.

## **DISCUSSION**

The action that staff is recommending will reduce outstanding debt from \$3,500,000 to \$3,269,000; reduce the interest rate significantly on the remaining debt from about 5.25% to an amount of 3.98%; and will correspondingly reduce the annual debt service through the maturity of the bonds in 2022 from about \$405,000 annually to about \$345,000. Staff estimates that the annual savings to the General Fund share of the debt service will be about \$61,000. This will contribute to reducing the current structural budget deficit for the General Fund.

Mr. Fabian has proposed the option of defeasing and refunding the 1997 Lease Revenue Bonds through a private placement financing with a bank, through a competitive process. The advantage of using a private placement is that it can be completed quickly without many of the formalities required of a public offering. The private placement process reduces the issuance expense and maximizes savings to the City. It can also be completed quickly, ensuring the City can complete the refunding and take advantage of unprecedented low interest rates in the current market.

Completion of the competitive Request for Proposals process included requesting formal proposals from 5 banks. The results of the RFP process has resulted in staff recommending proceeding with the private placement debt issue with Bank of America. The key result of the lowest cost proposal includes an interest rate of 3.98%.

The completion of the private placement financing will also require a brief escrow of funds until the next call date for the 1997 Lease Revenue Bonds in May 2011. This is expected to cost about \$42,000, which is factored into the City's debt service savings discussed previously.

The original 1997 lease revenue bond issue was intended to be secured by the public safety building that the bond issue was funding. During the review of title on the public safety building, the documents to record the obligation of this building toward the bonds had not been recorded. Subsequently, the building was used as security for the 2005 Lease Revenue Bonds, preventing this building from securing the current refunding of the 1997 Lease Revenue Bonds.

Staff has searched for appropriate unencumbered City assets that would be suitable collateral to allow this refunding to continue. Staff is recommending securing the debt with Fire Station 65 (owned by the Moreno Valley Community Services District) and City Hall Annex #1 (owned by the City). Using the fire station as additional collateral requires

one additional lease agreement to be approved, between the City and the CSD. This lease agreement is then included in the lease between the City and the Moreno Valley Public Financing Authority. Bank of America has accepted this collateral and has agreed to proceed with the refunding on this basis.

### **ALTERNATIVES**

1. Adopt the proposed resolutions approving the issue of \$3,269,000 in new private placement debt. This option uses the \$407,000 of the proceeds of the 1997 Lease Revenue Bonds on deposit in the existing bond reserve funds to call bonds and reduce the amount of total debt outstanding from \$3,500,000. The result of issuing less debt in total combined with lowering the interest rate is an average annual savings of over \$61,000 per year through 2022.
2. Do not adopt the proposed resolutions and continue to pay the existing committed debt service on the 1997 Lease Revenue Bonds and provide staff with further direction.

### **FISCAL IMPACT**

Current annual debt service for the 1997 Lease Revenue Bonds averages \$405,000 per year. The General Fund supports about 2/3 or \$270,000 annually, with the Redevelopment Agency supporting the remaining \$135,000.

Refunding the debt through a private placement with a bank will reduce the debt service to an average of \$61,000 annually. This savings would reduce the annual debt service from the General Fund.

The issuance cost of completing the refunding is estimated to be about \$91,500. This includes the cost of Financial Advisor services, Bond Counsel Services, Bank fees and other related costs. These one-time costs are recovered in 1.5 years based on the savings that results from the refunding. The balance of the reduced debt service through 2022 will total about \$725,000. The net present value of the savings from the refunding is estimated to be \$165,500.

### **SUMMARY**

The City has an opportunity to create savings in General Fund debt service through a refunding of the 1997 Lease Revenue Bonds that funded the design and construction of the public safety building.

The Finance Subcommittee recommends proceeding with a private placement refunding of the 1997 Lease Revenue Bonds. This option reduces the expense structure over the long term and is consistent with the objective of reducing the

structural General Fund budget deficit. This option also reduces the total debt outstanding, enhancing the City’s capacity to issue debt when needed in the future.

Staff is prepared to move forward and will close the private placement bond issue on or near February 1, 2011 upon City Council, Moreno Valley Community Services District and Moreno Valley Public Financing Authority Boards approval on January 25, 2011.

**NOTIFICATION**

Publication of the agenda

**ATTACHMENTS/EXHIBITS**

Exhibit A – Resolution No. CSD 2011-02 of the Board of Directors of the Moreno Valley Community Services District approving a Site Lease Agreement (Fire Station 65) with the City of Moreno Valley.

- Attachment 1 – Site Lease Agreement (Fire Station 65)

Prepared By:  
Brooke N. McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Richard Teichert  
Financial and Administrative Services Director

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

RESOLUTION NO. CSD 2011-02

MORENO VALLEY COMMUNITY SERVICES DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT APPROVING A SITE LEASE (FIRE STATION 65) WITH THE CITY OF MORENO VALLEY

WHEREAS, on November 20, 1997 the Moreno Valley Public Financing Authority (the "Authority") issued its 1997 Lease Revenue Bonds in the amount of \$5,300,000 (the "1997 Bonds") in order to finance the cost of constructing and equipping certain public safety facilities for the City of Moreno Valley (the "City"); and

WHEREAS, as a result of favorable interest rate conditions in the municipal bond market, the City will realize savings if the 1997 Bonds are defeased and refunded; and

WHEREAS, the City has requested that the Moreno Valley Community Services District (the "MVCSD") lease to the City, Fire Station 65, located at 15111 Indian Street in the City (the "Site"), pursuant to a Site Lease Agreement (Fire Station 65), dated as of January 1, 2011 (the "Site Lease (Fire Station 65)") to facilitate the defeasance and refunding of the 1997 Bonds; and

WHEREAS, in order to provide the funds needed to defease and refund the 1997 Bonds, the City proposes to lease the Site, together with certain other property (collectively, the "Leased Property") owned by the City, to the Moreno Valley Public Financing Authority (the "Authority") pursuant to a Site Lease Agreement (City Hall Annex and Fire Station 65)", dated as of January 1, 2011 (the "Site Lease Agreement (City Hall Annex and Fire Station 65)"), by and between the Authority and the City; and

WHEREAS, the Authority will lease the Leased Property to the City pursuant to a Lease Agreement, dated as of January 1, 2011 (the "Lease Agreement") between the Authority and the City; and

WHEREAS, the Board of Directors of the MVCSD has determined that the lease of the Site to the City would be in the best financial interests of the residents and property owners of the MVCSD.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Approval of Site Lease (Fire Station 65). The Board of Directors hereby approves the Site Lease (Fire Station 65) (Attachment 1), in substantially the form on file with the Secretary, together with any changes therein or additions thereto deemed advisable by the Executive Director, the advisability of such changes or additions to be conclusively evidenced by the execution and delivery thereof. The

Executive Director or the designee thereof is hereby authorized and directed for and in the name and on behalf of the MVCSD to execute, and the Secretary is hereby authorized and directed to attest to, the final form of the Site Lease (Fire Station 65).

SECTION 2. Official Actions. The Chairman, the Vice Chairman, the Executive Director, the Treasurer, the Secretary and all other officers of the MVCSD are each authorized and directed in the name and on behalf of the MVCSD to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved pursuant to this Resolution. Whenever in this Resolution any officer of the MVCSD is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

SECTION 3. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

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

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Chairperson

APPROVED AS TO FORM:

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General Counsel

ATTEST:

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Secretary

Recording Requested By:

Secretary  
MORENO VALLEY COMMUNITY SERVICES  
DISTRICT

When Recorded Mail To:

Best Best & Krieger LLP  
655 West Broadway, 15th Floor  
San Diego, California 92101  
Attention: Warren Diven

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THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

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**SITE LEASE AGREEMENT  
(FIRE STATION 65)**

Dated as of January 1, 2011

by and between

MORENO VALLEY COMMUNITY SERVICES DISTRICT, as Lessor

and

THE CITY OF MORENO VALLEY, as Lessee

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SITE LEASE AGREEMENT  
(FIRE STATION 65)

This SITE LEASE AGREEMENT (FIRE STATION 65) (this "Site Lease") dated as of January 1, 2011 is made and entered into by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (the "MVCSD"), a community services district duly organized and existing under and by virtue of the laws of the State of California, as lessor, and the CITY OF MORENO VALLEY (the "City"), a municipal corporation duly organized and existing under and by virtue of the laws of the State of California, as lessee.

W I T N E S S E T H

WHEREAS, the MVCSD is the owner of certain real property commonly referred to as the Fire Station 65 located at 15111 Indian Street, Moreno Valley, California and more particularly described in Exhibit A hereto (the "Site"); and

WHEREAS, the City has requested that the MVCSD lease the Site to the City to facilitate the implementation of a plan of financing to defease and refund the Moreno Valley Public Financing Corporation 1997 Lease Revenue Bonds (the "1997 Bonds") which are secured by lease payments made by the City to the Moreno Valley Public Financing Authority (the "Authority"); and

WHEREAS, in order to provide the funds needed to defease and refund the 1997 Bonds, the City proposes to lease the Site, together with certain other property owned by the City (collectively with the Site, the "Leased Property"), to the Authority pursuant to a Site Lease Agreement (City Hall Annex and Fire Station 65), dated as of January 1, 2011 (the "Site Lease (City Hall Annex and Fire Station 65)"), by and between the City, as lessor, and the Authority, as lessee, and to lease back the Leased Property pursuant to a Lease Agreement, dated as of January 1, 2011 (the "Lease Agreement"), by and between the Authority and the City; and

WHEREAS, the MVCSD is authorized to lease the Leased Property as lessor and has duly authorized the execution and delivery of this Site Lease; and

WHEREAS, the Board of Directors of the MVCSD has determined that the lease of the Site to the City would be in the best financial interests of the residents and property owners of the MVCSD and the City.

NOW, THEREFORE, for and in consideration of the premises, which are expressly made a part hereof, the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants hereinafter contained, the parties agree as follows:

**ARTICLE I**  
**DEFINITIONS**

Section 1.01 Definitions. Except as otherwise provided herein, all words and phrases defined in Article I of the Lease Agreement shall have the same meaning in this Site Lease.



**ARTICLE II  
DEMISING CLAUSES**

Section 2.01 Demising Clauses. The MVCSD leases to the City, and the City leases from the MVCSD the Site in accordance with the provisions of this Site Lease, to have and to hold for the Term of this Site Lease.

**ARTICLE III  
QUIET ENJOYMENT**

Section 3.01 Quiet Enjoyment. The parties intend that the Site will be leased to the Authority by the City pursuant to the Site Lease (City Hall Annex and Fire Station 65) and leased back to the City by the Authority pursuant to the Lease Agreement for the Term thereof. It is further intended that, to the extent provided herein and in the Lease Agreement, if an Event of Default occurs under the Lease Agreement, Banc of America Public Capital Corp. ("Banc"), as the assignee of the Authority under an Assignment of Lease Agreement, dated as of January 1, 2011, by and between the Authority and Banc, will have the right, for the then remaining Term of this Site Lease, to sublease the Leased Property, including the Site. The City and the MVCSD hereby covenant to protect their respective rights under this Site Lease. Subject to any rights the Authority may have under the Site Lease (City Hall Annex and Fire Station 65) (in the absence of an Event of Default) to possession and enjoyment of the Site, the MVCSD hereby covenants and agrees that it will not take any action to prevent the City from having quiet and peaceable possession and enjoyment of the Leased Property during the term hereof and will, at the request of the City and at the City's cost, to the extent that it may lawfully do so, join in any legal action in which the City asserts its right to such possession and enjoyment.

**ARTICLE IV  
SPECIAL COVENANTS**

Section 4.01 Waste. The City agrees that at all times that it is in possession of the Leased Property, it will not commit, suffer or permit any waste on the Site, and that it will not willfully or knowingly use or permit the use of the Site for any illegal purpose or act.

Section 4.02 Further Assurances and Corrective Instruments. City and the MVCSD agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease, Site Lease (City Hall Annex and Fire Station 65) and the Lease Agreement.

Section 4.03 Release and Indemnification Covenants. To the extent authorized by law, the City shall and hereby agrees to indemnify and hold the MVCSD, and its respective officers, agents, successors and assigns, harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Site by the City; (b) any breach or default on the part of the City in the performance of any of its obligations under this Site Lease; (c) any act or negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Site; (d) the use, presence, storage, disposal of any Hazardous Substances on or about the Site; or (e) any act or negligence of any sublessee of the City with respect to the

Site. No indemnification is made under this Site Lease for willful misconduct or negligence under this Site Lease by the MVCSD or any of its officers, agents, employees, successors or assigns.

**ARTICLE V**  
**ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING**

Section 5.01 Assignment and Subleasing. This Site Lease may be assigned and the Site subleased, as a whole or in part, by the City to the Authority pursuant to the Site Lease (City Hall Annex and Fire Station 65) and leased by the Authority back to the City pursuant to Lease Agreement and further sub-leased by Banc, as the assignee of the Authority, without the necessity of obtaining the consent of the MVCSD, if an Event of Default occurs under the Lease Agreement and subject to the limitations of the Lease Agreement and the Site Lease (City Hall Annex and Fire Station 65). Banc shall within thirty (30) days after such an assignment or sublease, furnish or cause to be furnished to the MVCSD a true and correct copy of such assignment or sublease, as the case may be.

Section 5.02 Restrictions on City. Except as provided in Section 5.01 above, City agrees that it will not lease, mortgage, sell, encumber, assign, transfer or convey the Site or any portion thereof during the term of this Site Lease. City also agrees to take all actions necessary to avoid a default under Site Lease (City Hall Annex and Fire Station 65).

**ARTICLE VI**  
**TERM**

Section 6.01 The Term of this Site Lease shall commence as of the date hereof and shall remain in full force and effect from such date to and including November 1, 2022; provided, however, that this Site Lease shall be terminated ten business days subsequent to either of the following dates:

(a) The date on which the City exercises its option to prepay the Lease Payments and prepay all Lease Payments for the Leased Property pursuant to Article IX of the Lease Agreement by paying the then applicable Prepayment Price as set forth in the Lease Agreement; or

(b) If no Event of Default has occurred under the Lease Agreement, the last day of the Term of the Lease Agreement, provided the City has paid to the Authority, or its assignee, all Lease Payments, any Additional Payments and other payments which may be due under the Lease Agreement during the entire Term of the Lease Agreement;

Provided, further, that if on November 1, 2022, the Lease Payments under the Lease Agreement shall have been abated at any time and for any reason, then the term of this Site Lease shall be extended until all Lease Payments shall be fully paid, except that the term of this Site Lease shall in no event be extended beyond November 1, 2032.

Section 6.02 Upon the termination of this Site Lease, the City and the Authority shall have no further interest in the Site. The City agrees to take such necessary action to cause clear title to any improvements thereon to be in the name of the MVCSD.

**ARTICLE VII  
MISCELLANEOUS**

Section 7.01 Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the MVCSD, City, Banc and their respective successors and assigns.

Section 7.02 Severability. In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.03 Amendments, Changes and Modifications. This Site Lease may not be effectively amended, changed, modified, altered or terminated without the written agreement of both parties hereto and Banc.

Section 7.04 Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.05 Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 7.06 Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

IN WITNESS WHEREOF, the MVCSD has caused this Site Lease to be executed in its corporate name and attested by its duly authorized officers, and the City has executed this Site Lease in its name. All of the above occurred as of the date first above written.

CITY OF MORENO VALLEY,  
as lessee

By: \_\_\_\_\_  
City Manager

MORENO VALLEY COMMUNITY SERVICES  
DISTRICT, as lessor

By: \_\_\_\_\_  
Executive Director

EXHIBIT A  
DESCRIPTION OF SITE

**MINUTES - REGULAR MEETING OF JANUARY 11, 2011  
(Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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**MINUTES - REGULAR MEETING OF JANUARY 11, 2011  
(Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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**MINUTES  
SPECIAL MEETING OF THE MORENO VALLEY  
PUBLIC FINANCING AUTHORITY (MVPFA),**

**JANUARY 11, 2011 – 6:30 P.M.**

**CALL TO ORDER** - The Special Meeting of the Moreno Valley Public Financing Authority (MVPFA) was called to order at 6:53 p.m. by Chairperson Stewart in the Council Chamber located at 14177 Frederick Street.

**ROLL CALL**

Richard A. Stewart	Chairperson
Jesse L. Molina	Vice Chairperson
William H. Batey	Board Member
Marcelo Co	Board Member
Robin N. Hastings	Board Member

**SPECIAL ORDER OF BUSINESS**

**A. CONSENT CALENDAR - MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA)**

- A.1 ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA) AUTHORIZING THE REFINANCING OF 1997 LEASE REVENUE BONDS AND APPROVING RELATED DOCUMENTS AND ACTIONS (Report of: Financial & Administration Services Department)

**Recommendation:**

The Finance Subcommittee recommends that the Board of Directors of the Moreno Valley Public Financing Authority adopt Resolution No. MVPFA 2011-01 authorizing the refinancing of 1997 Lease Revenue Bonds and approving related documents and actions.

Resolution No. MVPFA 2011-01

A Resolution of the Board of Directors of the Moreno Valley Public Financing Authority Authorizing the Refinancing of 1997 Lease Revenue Bonds and Approving Related Documents and Recommendation:

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

MINUTES  
JANUARY 11, 2011

**Motion to Continue the item to the January 25, 2011 MVPFA meeting  
by m/Board Member William H. Batey II, s/Board Member Marcelo Co  
Approved by a vote of 5-0.**

**ADJOURNMENT**

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

There being no further business to conduct, the meeting was adjourned at 6:55 p.m. to the regularly scheduled City Council Meeting by unanimous informal consent.

Submitted by:

---

Jane Halstead, CMC  
Secretary, Moreno Valley Public Financing Authority

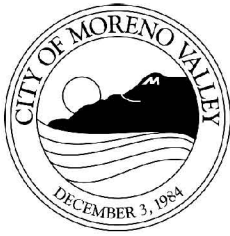
Approved at the Annual Meeting of the Moreno Valley Public Financing Authority held on January 25, 2011, by:

---

Richard A. Stewart  
Chairperson, Moreno Valley Public Financing Authority

enl

MINUTES  
JANUARY 11, 2011



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

## Report to City Council

---

**TO:** Mayor and City Council, acting in their respective capacities as Chairperson and Board of Directors of the Moreno Valley Public Financing Authority (MVPFA)

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

**AGENDA DATE:** January 25, 2011

**TITLE:** ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA) AUTHORIZING THE REFINANCING OF 1997 LEASE REVENUE BONDS AND APPROVING RELATED DOCUMENTS AND ACTIONS

---

### **RECOMMENDED ACTION**

The Finance Subcommittee recommends that the Board of Directors of the Moreno Valley Public Financing Authority adopt Resolution No. MVPFA 2011-01 authorizing the refinancing of 1997 Lease Revenue Bonds and approving related documents and actions.

### **BACKGROUND**

The City, through the Moreno Valley Public Financing Authority, issued \$5,300,000 in 1997 Lease Revenue Bonds to fund the construction of the public safety building and facilities in 1997. The City pledged to make lease payments to the Moreno Valley Public Financing Authority pursuant to an existing Project Lease (the "Project Lease") in the amount of about \$405,000 annually from the City General Fund through 2022 to repay this debt. The lease repayments have been shared by the General Fund and Redevelopment Agency, with the General Fund paying about 2/3 and the RDA paying about 1/3 of the debt service. The remaining outstanding bonds through 2022 are at an interest rate of 5.20% to 5.55%. Current outstanding debt for this issue is \$3,500,000.

Staff has discussed the potential to reduce the amount of the lease payments, while maintaining the same lease term, with the financial advisor firm of Fieldman Rolapp & Associates. James Fabian, Principal with Fieldman Rolapp is serving as financial

advisor on the CFD No. 4 financing that is currently in progress and was readily available to discuss the opportunity to refund the 1997 Lease Revenue Bonds. In addition, the Bond Counsel firm of Best Best and Krieger is also currently working on the CFD No. 4 financing and agreed to assist with this issue.

The Finance Subcommittee met and discussed this refunding issue on November 15, 2011 and supported staff proceeding with the private placement process with the two recommended consultants.

## **DISCUSSION**

The action that staff is recommending will reduce outstanding debt from \$3,500,000 to \$3,269,000; reduce the interest rate significantly on the remaining debt from about 5.25% to an amount of 3.98%; and will correspondingly reduce the annual debt service through the maturity of the bonds in 2022 from about \$405,000 annually to about \$345,000. Staff estimates that the annual savings to the General Fund share of the debt service will be about \$61,000. This will contribute to reducing the current structural budget deficit for the General Fund.

Mr. Fabian has proposed the option of defeasing and refunding the 1997 Lease Revenue Bonds through a private placement financing with a bank, through a competitive process. The advantage of using a private placement is that it can be completed quickly without many of the formalities required of a public offering. The private placement process reduces the issuance expense and maximizes savings to the City. It can also be completed quickly, ensuring the City can complete the refunding and take advantage of unprecedented low interest rates in the current market.

Completion of the competitive Request for Proposals process included requesting formal proposals from 5 banks. The results of the RFP process has resulted in staff recommending proceeding with the private placement debt issue with Bank of America. The key result of the lowest cost proposal includes an interest rate of 3.98%.

The completion of the private placement financing will also require a brief escrow of funds until the next call date for the 1997 Lease Revenue Bonds in May 2011. This is expected to cost about \$42,000, which is factored into the City's debt service savings discussed previously.

The original 1997 lease revenue bond issue was intended to be secured by the public safety building that the bond issue was funding. During the review of title on the public safety building, the documents to record the obligation of this building toward the bonds had not been recorded. Subsequently, the building was used as security for the 2005 Lease Revenue Bonds, preventing this building from securing the current refunding of the 1997 Lease Revenue Bonds.

Staff has searched for appropriate unencumbered City assets that would be suitable collateral to allow this refunding to continue. Staff is recommending securing the debt

with Fire Station 65 (owned by the Moreno Valley Community Services District) and City Hall Annex #1 (owned by the City). Using the fire station as additional collateral requires one additional lease agreement to be approved between the City and the MVCSD. This lease agreement is then included in the lease between the City and the Moreno Valley Public Financing Authority. Bank of America has accepted this collateral and has agreed to proceed with the refunding on this basis.

### **ALTERNATIVES**

1. Adopt the proposed resolutions approving the issue of \$3,269,000 in new private placement debt. This option uses the \$407,000 of the proceeds of the 1997 Lease Revenue Bonds on deposit in the existing bond reserve funds to call bonds and reduce the amount of total debt outstanding from \$3,500,000. The result of issuing less debt in total combined with lowering the interest rate is an average annual savings of over \$61,000 per year through 2022.
  
2. Do not adopt the proposed resolutions and continue to pay the existing committed debt service on the 1997 Lease Revenue Bonds and provide staff with further direction.

### **FISCAL IMPACT**

Current annual debt service for the 1997 Lease Revenue Bonds averages \$405,000 per year. The General Fund supports about 2/3 or \$270,000 annually, with the Redevelopment Agency supporting the remaining \$135,000.

Refunding the debt through a private placement with a bank will reduce the debt service to an average of \$61,000 annually. This savings would reduce the annual debt service from the General Fund.

The issuance cost of completing the refunding is estimated to be about \$91,500. This includes the cost of Financial Advisor services, Bond Counsel Services, Bank fees and other related costs. These one-time costs are recovered in 1.5 years based on the savings that results from the refunding. The balance of the reduced debt service through 2022 will total about \$725,000. The net present value of the savings from the refunding is estimated to be \$165,500.

### **SUMMARY**

The City has an opportunity to create savings in General Fund debt service through a refunding of the 1997 Lease Revenue Bonds that funded the design and construction of the public safety building.

The Finance Subcommittee recommends proceeding with a private placement refunding of the 1997 Lease Revenue Bonds. This option reduces the expense

structure over the long term and is consistent with the objective of reducing the structural General Fund budget deficit. This option also reduces the total debt outstanding, enhancing the City’s capacity to issue debt when needed in the future.

Staff is prepared to move forward and will close the private placement bond issue on or near February 1, 2011 upon City Council, Moreno Valley Community Services District and Moreno Valley Financing Authority Boards approval on January 25, 2011.

**NOTIFICATION**

Publication of the agenda

**ATTACHMENTS/EXHIBITS**

Exhibit A – Resolution No. MVPFA 2011-01 of the Board of Directors of the Moreno Valley Public Financing Authority authorizing the refinancing of 1997 Lease Revenue Bonds and approving related documents and actions.

- Attachment 1 – Site Lease Agreement (City Hall Annex and Fire Station 65)
- Attachment 2 – Lease Agreement between the MVPFA and the City of Moreno Valley
- Attachment 3 – Assignment of Lease Agreement between MVPFA and the Bank

Prepared By:  
Brooke N. McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Richard Teichert  
Financial and Administrative Services Director

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

RESOLUTION NO. MVPFA 2011-01

MORENO VALLEY PUBLIC FINANCING AUTHORITY

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY PUBLIC FINANCING AUTHORITY AUTHORIZING THE REFINANCING OF 1997 LEASE REVENUE BONDS, APPROVING A SITE LEASE (CITY HALL ANNEX AND FIRE STATION 65) AND A LEASE AGREEMENT WITH THE CITY OF MORENO VALLEY, AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, on November 20, 1997 the Moreno Valley Public Financing Authority (the "Authority") issued its 1997 Lease Revenue Bonds in the amount of \$5,300,000 (the "1997 Bonds") and entered into a Project Lease, dated as of November 1, 1997 (the "Project Lease") with the City of Moreno Valley (the "City") in order to finance the cost of constructing and equipping certain public safety facilities for the City; and

WHEREAS, the 1997 Bonds are secured by and are payable from lease payments made by the City to the Authority pursuant to a Project Lease, dated as of November 1, 1997 (the "Project Lease"), by and between the Authority, as lessor, and the City, as lessee; and

WHEREAS, as a result of favorable interest rate conditions in the municipal bond market, the City will realize savings if the 1997 Bonds are defeased and refunded; and

WHEREAS, in order to provide the funds needed to refinance the 1997 Project Lease and defease and refund the 1997 Bonds, the City proposes to lease Fire Station 65, located at 15111 Indian Street in the City (the "Fire Station 65 Property") from the Moreno Valley Community Services District ("MVCSD") pursuant to a Site Lease Agreement (Fire Station 65), dated as of January 1, 2011, between the MVCSD, as lessor, and the City, as lessee, and to lease the Fire Station 65 Property, together with the City Hall Annex, located at 14331 Frederick Street in the City (the "Annex Property" and together with the Fire Station 65 Property, the "Leased Property") to the Authority pursuant to a Site Lease Agreement (City Hall Annex and Fire Station 65), dated as of January 1, 2011 (the "Site Lease (City Hall Annex and Fire Station 65)"), between the Authority and the City, in order to allow the Authority to lease the Leased Property back to the City pursuant to a Lease Agreement, dated January 1, 2011 (the "Lease Agreement"), by and between the Authority and the City; and

WHEREAS, the City shall lease the Leased Property from the Authority in consideration of the payment by the City of semiannual lease payments thereunder as the rental for the Leased Property (the "Lease Payments"), which the Authority will assign, together with the Site Lease (City Hall Annex and Fire Station 65) and the Lease Agreement, to Banc of America Public Capital Corp., as assignee ("Banc" and

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

“Assignee”) under an Assignment of Lease Agreement, dated as of January 1, 2011 (the “Assignment”), between the Authority and Banc; and

WHEREAS, the Board of Directors approves all of said transactions in furtherance of the public purposes of the City, and wishes at this time to authorize all proceedings relating to the defeasance and refunding of the 1997 Bonds and the amendment and restatement of the Project Lease (collectively, the “Refinancing Transaction”).

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY PUBLIC FINANCING AUTHORITY DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Approval of Site Lease (City Hall Annex and Fire Station 65) and Lease Agreement. The Board of Directors hereby approves the Refinancing Transaction outlined above, including, but not limited to, the assignment to the Banc of the rights of the Authority under the Site Lease (City Hall Annex and Fire Station 65) and the Lease Agreement. To that end, the Board of Directors hereby approves the Site Lease (City Hall Annex and Fire Station 65) (Attachment 1) and the Lease Agreement (Attachment 2) (collectively, the “Authority Leases”), in substantially the forms on file with the Secretary, together with any changes therein or additions thereto deemed advisable by the Executive Director, the advisability of such changes or additions to be conclusively evidenced by the execution and delivery thereof. The Executive Director or the designee thereof is hereby authorized and directed for and in the name and on behalf of the Authority to execute, and the Secretary is hereby authorized and directed to attest to, the final forms of the Authority Leases.

SECTION 2. Material Terms of the Lease Agreement. The Lease Agreement shall be for a term that does not extend beyond November 1, 2022 (unless extended in the event of default), and the average annual Lease Payment payable by the City under the Lease Agreement shall not exceed \$360,000.00.

Section 3. Approval of Assignment. The Board of Directors hereby approves the Assignment (Attachment 3) in substantially the form on file with the Secretary, together with any changes therein or additions thereto deemed advisable by the Executive Director, the advisability of such changes or additions to be conclusively evidenced by the execution and delivery thereof. The Executive Director is hereby authorized and directed for and in the name and on behalf of the Authority to execute, and the Secretary is hereby authorized and directed to attest to, the final form of the Assignment.

SECTION 4. Official Actions. The Chairman, the Vice Chairman, the Executive Director, the Treasurer, the Secretary and all other officers of the Authority are each authorized and directed in the name and on behalf of the Authority to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated

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



by the agreements and documents approved pursuant to this Resolution, including specifically escrow and investment instructions to Wells Fargo Bank, N.A., the trustee for the 1997 Bonds, whether in letter form or by contract, if needed. Whenever in this Resolution any officer of the Authority is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

SECTION 5. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

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

---

Chairperson

APPROVED AS TO FORM:

---

Authority Legal Advisor

ATTEST:

---

Authority Secretary

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

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Recording Requested By:

City Clerk  
CITY OF MORENO VALLEY

When Recorded Mail To:

Best Best & Krieger LLP  
655 West Broadway, 15th Floor  
San Diego, California 92101  
Attention: Warren Diven

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THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

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**SITE LEASE AGREEMENT  
(CITY HALL ANNEX AND FIRE STATION 65)**

Dated as of January 1, 2011

by and between

CITY OF MORENO VALLEY, as Lessor

and

MORENO VALLEY PUBLIC FINANCING AUTHORITY, as Lessee

---

SITE LEASE AGREEMENT  
(CITY HALL ANNEX AND FIRE STATION 65)

This SITE LEASE AGREEMENT (CITY HALL ANNEX AND FIRE STATION 65) (this "Site Lease") dated as of January 1, 2011 is made and entered into by and between the CITY OF MORENO VALLEY (the "City"), a municipal corporation duly organized and existing under and by virtue of the laws of the State of California, as lessor, and the MORENO VALLEY PUBLIC FINANCING AUTHORITY (the "Authority"), a joint powers authority duly organized and existing under and by virtue of the laws of the State of California, as lessee.

W I T N E S S E T H

WHEREAS, the City is the owner of certain real property commonly referred to as the City Hall Annex located at 14331 Frederick Street, Moreno Valley, California and more particularly described in Exhibit A hereto (the "City Hall Annex Property").

WHEREAS, the City has leased from Moreno Valley Community Services District ("MVCSD") real property commonly referred to as Fire Station 65 located at 15111 Indian Street, Moreno Valley, California and more particular described in Exhibit A hereto (the "Fire Station 65 Property") pursuant to a Site Lease (Fire Station 65) between Moreno Valley Community Services District and City, dated January 1, 2011 (the "City Lease"); and

WHEREAS, the Authority and the City previously provided for the financing of certain improvements by the issuance, sale and delivery of the Authority's 1997 Lease Revenue Bonds (the "1997 Bonds"); and

WHEREAS, as a result of favorable interest rate conditions in the municipal bond market, the City will realize savings if the 1997 Bonds are defeased and refunded; and

WHEREAS, in order to provide the funds needed to defease and refund the 1997 Bonds, the City proposes to lease the City Hall Annex Property and the Fire Station 65 Property (together, the "Leased Property") to the Authority pursuant to this Site Lease in order to allow the Authority to lease the Leased Property back to the City pursuant to a Lease Agreement, dated as of January 1, 2011 (the "Lease Agreement"), between the City and the Authority; and

WHEREAS, the City is authorized to lease the Leased Property as lessor and has duly authorized the execution and delivery of this Site Lease;

NOW, THEREFORE, for and in consideration of the premises, which are expressly made a part hereof, the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants hereinafter contained, the parties agree as follows:

**ARTICLE I  
DEFINITIONS**

Except as otherwise provided herein, all words and phrases defined in Article I of the Lease Agreement shall have the same meaning in this Site Lease.

**ARTICLE II  
DEMISING CLAUSES**

City leases to the Authority, and the Authority leases from City, for the benefit and on behalf of the Banc of America Public Capital Corp. (the “Bank”), the Leased Property, subject only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have and to hold for the Term of this Site Lease. MVCSD has provided its consent to this Site Lease and the Lease Agreement pursuant to the provisions of the City Lease.

**ARTICLE III  
QUIET ENJOYMENT**

The parties intend that the Leased Property will be leased to the City pursuant to the Lease Agreement for the Term thereof. It is further intended that, to the extent provided herein and in the Lease Agreement, if an Event of Default occurs under the Lease Agreement, the Bank, as the assignee of the Authority, will have the right, for the then remaining Term of this Site Lease, to sublease the Leased Property. City and the Authority hereby covenant to protect their respective rights under the City Lease and this Site Lease. Subject to any rights the City may have under the Lease Agreement (in the absence of an Event of Default) to possession and enjoyment of the Leased Property, City hereby covenants and agrees that it will not take any action to prevent the Authority from having quiet and peaceable possession and enjoyment of the Leased Property during the term hereof and will, at the request of the Authority to the extent that it may lawfully do so, join in any legal action in which the Authority asserts its right to such possession and enjoyment.

**ARTICLE IV  
SPECIAL COVENANTS**

Section 4.01 Waste. The Authority agrees that at all times that it is in possession of the Leased Property, it will not commit, suffer or permit any waste on the Leased Property, and that it will not willfully or knowingly use or permit the use of the Leased Property for any illegal purpose or act.

Section 4.02 Further Assurances and Corrective Instruments. City and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease, the Lease Agreement and the City Lease.

Section 4.03 Release and Indemnification Covenants. To the extent authorized by law, the Authority shall and hereby agrees to indemnify and hold City, and its respective officers, agents, successors and assigns, harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the Authority; (b) any breach or default on the part of the Authority in the performance of any of its obligations under this Site Lease; (c) any act or negligence of the Authority or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property; (d) the use, presence, storage, disposal of any Hazardous Substances on or about the Leased Property; or (e)

any act or negligence of any sublessee of the Authority with respect to the Leased Property. No indemnification is made under this Site Lease Agreement for willful misconduct or negligence under this Lease Agreement by City or any of its officers, agents, employees, successors or assigns.

**ARTICLE V**  
**ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING**

Section 5.01 Assignment and Subleasing. This Site Lease may be assigned and the Leased Property subleased, as a whole or in part, by the Authority to the City and further subleased by the Bank, as the assignee of the Authority, without the necessity of obtaining the consent of City, if an Event of Default occurs under the Lease Agreement and subject to the limitations of the Lease Agreement and the City Lease. The Bank shall within thirty (30) days after such an assignment or sublease, furnish or cause to be furnished to City a true and correct copy of such assignment or sublease, as the case may be.

Section 5.02 Restrictions on City. City agrees that it will not lease, mortgage, sell, encumber, assign, transfer or convey the Leased Property or any portion thereof during the term of this Site Lease. City also agrees to take all actions necessary to avoid a default under City Lease.

**ARTICLE VI**  
**TERM**

Section 6.01 The Term of this Site Lease shall commence as of the date hereof and shall remain in full force and effect from such date to and including November 1, 2022; provided, however, that this Site Lease shall be terminated ten business days subsequent to either of the following dates:

(a) The date on which the City exercises its option to prepay the Lease Payments and prepay all lease payments for the Leased Property pursuant to Article IX of the Lease Agreement by paying the then applicable Prepayment Price as set forth in the Lease Agreement; or

(b) If no Event of Default has occurred under the Lease Agreement, the last day of the Term of the Lease Agreement, provided the City has paid to the Authority, or its assignee, all Lease Payments, any Additional Payments and other payments which may be due under the Lease Agreement during the entire Term of the Lease Agreement;

Provided, further, that if on November 1, 2022, the Lease Payments under the Lease Agreement shall have been abated at any time and for any reason, then the term of this Site Lease shall be extended until all Lease Payments shall be fully paid, except that the term of this Site Lease shall in no event be extended beyond November 1, 2032.

Section 6.02 Upon the termination of this Site Lease, the Authority shall have no further interest in the Leased Property. The Authority agrees to take such necessary action to cause clear title to any improvements thereon to be in the name of City.

**ARTICLE VII  
MISCELLANEOUS**

Section 7.01 Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon City, the Authority, the Bank and their respective successors and assigns.

Section 7.02 Severability. In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.03 Amendments, Changes and Modifications. This Site Lease may not be effectively amended, changed, modified, altered or terminated without the written agreement of both parties hereto and the Bank.

Section 7.04 Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.05 Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 7.06 Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

IN WITNESS WHEREOF, City has caused this Site Lease to be executed in its name and attested by its duly authorized officers, and the Authority has executed this Site Lease in its name. All of the above occurred as of the date first above written.

CITY OF MORENO VALLEY,  
as lessor

By: \_\_\_\_\_  
City Manager

MORENO VALLEY PUBLIC FINANCING  
AUTHORITY, as lessee

By: \_\_\_\_\_  
Executive Director

EXHIBIT A

DESCRIPTION OF LEASE PROPERTY

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Recording Requested By:

City Clerk  
CITY OF MORENO VALLEY

When Recorded Mail To:

Best Best & Krieger LLP  
655 West Broadway, 15th Floor  
San Diego, California 92101  
Attention: Warren Diven

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**This document is recorded for the benefit of the City of Moreno Valley and recording is fee exempt under §27383 of the Government Code**

LEASE AGREEMENT

between

MORENO VALLEY PUBLIC FINANCING AUTHORITY  
Lessor

and

CITY OF MORENO VALLEY  
Lessee

Dated as of January 1, 2011

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## LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of January 1, 2011, by and between the MORENO VALLEY PUBLIC FINANCING AUTHORITY, a public agency duly organized and existing under the laws of the State of California, including without limitation Section 6500 et seq. of the Government Code of the State of California, as lessor (the "Authority"), and CITY OF MORENO VALLEY, a municipal corporation duly organized and existing under the Constitution and laws of said State, as lessee (the "City");

## WITNESSETH:

WHEREAS, the Authority is a public agency organized under the laws of the State of California including without limitation the Joint Exercise of Powers Law consisting of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code;

WHEREAS, the Authority is authorized pursuant to the Joint Exercise of Powers Law and the Joint Exercise of Powers Agreement creating the Authority to provide for the financing of public capital improvements of the City; and

WHEREAS, the Authority and the City previously provided for the financing of certain improvements by the issuance, sale and delivery of the Authority's 1997 Lease Revenue Bonds (the "1997 Bonds"); and

WHEREAS, as a result of favorable interest rate conditions in the municipal bond market, the City will realize savings if the 1997 Bonds are defeased and refunded; and

WHEREAS, in order to provide the funds needed to defease and refund the 1997 Bonds, the City proposes to lease the City Hall Annex, located at 14331 Frederick Street in the City (the "Annex Property") and to sublease the Fire Station 65, located at 15111 Indian Street in the City (the "Fire Station 65 Property" and, together with the Annex Property, the "Leased Property") to the Authority pursuant to a Site Lease, dated as of January 1, 2011 (the "Site Lease"), between the Authority and the City, which has been recorded concurrently herewith in the Office of the Riverside County Recorder (the "County") in order to allow the Authority to lease the Leased Property back to the City pursuant to this Lease Agreement; and

WHEREAS, the City shall lease the Leased Property from the Authority in consideration of the payment by the City of semiannual lease payments hereunder as the rental for the Leased Property (the "Lease Payments"), which the Authority will assign, together with the Site Lease and this Lease Agreement, to Banc of America Public Capital Corp., as assignee (the "Bank" and "Assignee") under an Assignment of Lease Agreement, dated as of January 1, 2011, between the Authority and the Bank, which has been recorded concurrently herewith in the Office of the Riverside County Recorder; and

WHEREAS, the City is authorized to enter into this Lease Agreement for the purpose of defeasing and refunding the 1997 Bonds.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

## DEFINITIONS AND EXHIBITS

SECTION 1.1. Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified herein. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Additional Payments” shall have the meaning given such term in Section 3.9.

“Applicable Environmental Laws” means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 USC Sections 9601 et seq.; the Resource Conservation and Recovery Act (“RCRA”), 42 USC Sections 6901 et seq.; the California Hazardous Waste Control Law (“HWCL”), California Health & Safety Code Sections 25100 et seq.; the Hazardous Substance Account Act (“HSAA”), California Health & Safety Code sections 25300 et seq.; the Porter-Cologne Water Quality Control Act (the “Porter-Cologne Act”), California Water Code Sections 1300 et seq.; the Air Resources Act, California Health & Safety Code Sections 3900 et seq.; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 et seq.; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (1) the existence, cleanup, and/or remedy of contamination on property;
- (2) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (3) the control of hazardous wastes; or
- (4) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

“Assignee” means (a) initially, Banc of America Public Capital Corp., as assignee of certain rights of the Authority hereunder, and (b) any other entity to whom the rights of the Authority are assigned hereunder.

“Assignment Agreement” means the Assignment of Lease Agreement, dated as of January 1, 2011, between the Authority as assignor and the Assignee as assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

“Authorized Representative” means: (a) with respect to the Authority, its Chairman, Vice Chairman, Treasurer, Executive Director or Secretary, or any other Person designated as an Authorized Representative of the Authority by a Written Certificate of the Authority signed by its Chairman or Executive Director filed with the City; or (b) with respect to the City, its City Manager or any other Person designated as an Authorized Representative of the City by a Written Certificate signed on behalf of the City by its City Manager and filed with the Authority.

“Bond Counsel” means Best Best & Krieger LLP or any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income for federal income tax purposes.

“Business Day” means a day which is not a Saturday, Sunday or legal holiday on which banking institutions are not closed in the State of California.

“City” meant the City of Moreno Valley, a general law city formed under the Constitution and laws of the State of California.

“Closing Date” means the date of execution and delivery of this Lease by the parties hereto, being January \_\_, 2011.

“Fiscal Year” means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other twelve-month period hereafter selected and designated as the official fiscal year period of the City.

“Federal Securities” means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

“Hazardous Substance” any substance that shall, at any time, be listed as “hazardous” or “toxic” in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the facilities, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 et seq.).

“Lease” or “Lease Agreement” means the Lease Agreement entered into by and between the Authority and the City, dated as of January 1, 2011.

“Lease Payments” means all payments required to be paid by the City under Section 3.3, including any prepayments made pursuant to Article IX.

“Leased Property” means the site or sites described in Exhibit C hereto together with all improvements thereon.

“Net Proceeds” means any proceeds of insurance carried pursuant to Sections 4.3 and 4.5 of the Lease, performance bonds, or a taking by eminent domain or condemnation paid with respect to the Project and remaining after payment therefrom of any expenses (including attorneys' fees) incurred in the collection thereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the City may, pursuant to provisions of Article VII hereof, permit to remain unpaid; (ii) the Assignment Agreement, as it may be amended from time to time; (iii) the Site Lease, as it may be amended from time to time; (iv) this Lease, as it may be amended from time to time; (v) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law;

(vi) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the Closing Date and which will not materially impair the use of the Leased Property by the City; and (vii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Lease and to which the Authority, the Assignee and the City consent in writing, and which, in the opinion of Counsel to the City do not materially affect use by the City of the Project as intended.

“Site Lease” means the Site Lease Agreement (City Hall Annex and Fire Station 65) entered into by and between the Authority and the City, dated as of January 1, 2011.

“Written Certificate” and “Written Request” of the Authority or the City mean, respectively, a written certificate or written request signed in the name of the Authority by its Authorized Representative or in the name of the City by its Authorized Representative. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

SECTION 1.2. Exhibits. The following Exhibits are attached to, and by reference made a part of, this Lease:

Exhibit A: Schedule of Lease Payments to be paid by the City to the Authority, showing the Lease Payment Date and amount of each Lease Payment.

Exhibit B: Lease Supplement Form.

Exhibit C: Legal Description of the Leased Property.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants to the Authority as follows:

(a) Due Organization and Existence. The City is a municipal corporation of the State, duly organized and existing under the Constitution and laws of the State.

The City is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the “Code”), and this Lease constitutes an obligation of the City within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

(b) Authorization: Enforceability. The Constitution and laws of the State authorize the City to enter into this Lease and the Site Lease (together, the “Agreements”) and to enter into the transactions contemplated by and to carry out its obligations under all of the Agreements, and the City has duly authorized and executed all of the Agreements. The Agreements constitute legal, valid and binding obligations of the City enforceable in accordance with their respective *terms*, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.



(c) No Conflicts or Default No Liens or Encumbrances. Neither the execution and delivery of this Lease or the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, (i) conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the City, or upon the Project except for Permitted Encumbrances, and (ii) results in an abatement of the City's obligations hereunder.

(d) Execution and Delivery. The City has duly authorized and executed this Lease in accordance with the Constitution and laws of the State.

(e) Indemnification of Authority and Assignee. The City shall and hereby agrees to indemnify and save the Authority and the Assignee, and their respective officers, agents, successors and assigns, harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the City, (ii) any breach or default on the part of the City in the performance of any of its obligations under this Lease, (iii) any act or negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property, (iv) the use, presence, storage, disposal of any Hazardous Substances on or about the Leased Property, (v) the failure to comply with any Applicable Environmental Laws, (vi) any act or negligence of any sublessee of the City with respect to the Leased Property or (vii) any loss of the federal income tax exemption of the interest portion of Lease Payments and any interest or penalties imposed by the Internal Revenue Service on the Assignee in connection therewith, any such amount with respect to past Lease Payments to be paid to the Assignee in a single lump sum payment upon demand of the Assignee, and any such amount with respect to future Lease Payments to be paid as an increase in the interest portion of Lease Payments such that the after tax yield to the Assignee shall remain the same following the loss of the federal income tax exemption as it was before such loss of tax exemption. No indemnification is made under this paragraph (e) or elsewhere in this Lease for misconduct or gross negligence under this Lease by the Authority or the Assignee or any of their respective officers, agents, employees, successors or assigns.

(f) General Tax and Arbitrage Covenant.

(i) Generally. The City will not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Lease Payments to become includable in gross income for federal income tax purposes.

(ii) Private Activity Bond Limitation. The City will ensure that the proceeds of the Lease Payments are not so used as to cause the City's obligations hereunder to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(iii) Federal Guarantee Prohibition. The City will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the

Lease Payments to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(iv) No Arbitrage. The City will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Lease Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Lease Payments to be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code.

(v) Arbitrage Rebate. The City will take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Lease Payments.

(g) Budget. The City covenants to budget and appropriate all Lease Payments and Additional Payments (to the extent the amount of such Additional Payments are known to the City at the time its annual budget is proposed) due hereunder in its annual budget and to maintain such items to the extent unpaid in that Fiscal Year in its budget throughout such Year. To the extent the amount of such payments becomes known after the adoption of the annual budget, such amounts shall be included and maintained in such budget as amended. During the Term (defined below), the City will annually on or before August 1 of each year furnish to the Assignee certification that the City has complied with the requirements of this Section. The covenants on the part of the City herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the City.

(h) Essentiality. The Leased Property and this Lease are essential to the City.

(i) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site Lease and this Lease, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(j) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site Lease or this Lease or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease or this Lease, or the financial condition, assets, properties or operations of the City.

(k) Sufficient Funds. The City reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease.

(l) No Defaults. The City has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease, or under any of its bonds, notes, or other debt obligations.

(m) Use of the Leased Property. During the term of this Lease, the Leased Property will be used by the City only for the purpose of performing one or more governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

(n) Financial Statements; Budgets. Within two hundred seventy (270) days following the end of each Fiscal Year of the City during the term hereof, the City will provide the Assignee with a copy of its audited financial statements for such Fiscal Year. Such audited financial statements shall include the City's Comprehensive Annual Financial Report ("CAFR"), including such information as is required by applicable Government Accounting Standard's Board pronouncements and applicable State law. Within ten (10) days of receipt of a request of the Assignee, the City will provide the Assignee with a copy of its annual budget and any interim updates or modifications to such budget.

SECTION 2.2. Representations, Covenants and Warranties of the Authority. The Authority represents, covenants and warrants to the City as follows:

(a) Due Organization and Existence; Enforceability. The Authority is a public agency duly organized and existing under and by virtue of the laws of the State, has the power to enter into this Lease, the Site Lease and the Assignment Agreement; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid Agreements. This Lease, the Site Lease and the Assignment Agreement constitute the legal, valid and binding obligations of the Authority enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(b) No Conflicts or Defaults; No Liens or Encumbrances. Neither the execution and delivery of this Lease, the Site Lease or the Assignment Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Authority, or upon the Project except for Permitted Encumbrances.

(c) Execution and Delivery. The Authority has duly authorized and executed this Lease in accordance with the Constitution and laws of the State.

(d) General Tax and Arbitrage Covenant. The Authority covenants that, notwithstanding any other provision of this Agreement, it will make no use of any other amounts

or property regardless of the source or take any action or refrain from taking any action that may cause the obligations of the City under this Agreement to be “arbitrage bonds” subject to federal income taxation by reason of Section 148 of the Internal Revenue Code of 1986, as amended.

In addition, the Authority covenants that it will not make any use of the proceeds of the obligations provided herein or any other funds of the Authority or take or omit to take any other action that would cause such obligations to be a “private activity bond” within the meaning of Section 141 of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code. To that end, so long as any Lease Payment is unpaid, the Authority, with respect to such proceeds and such other funds, will comply with all requirements of such Sections and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Internal Revenue Code of 1954, as amended, to the extent that such requirements are, at the time, applicable and in effect.

(e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Authority or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site Lease, the Assignment Agreement and this Lease, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site Lease, the Assignment Agreement or this Lease or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease, the Assignment Agreement or this Lease, or the financial condition, assets, properties or operations of the Authority.

### ARTICLE III

#### **AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS; ADDITIONAL PAYMENTS**

SECTION 3.1. Lease. The Authority hereby leases the Leased Property to the City, and the City hereby leases the Leased Property from the Authority, upon the terms and conditions set forth herein.

SECTION 3.2. Term.

(a) The term of this Lease shall commence on the date hereof and shall end on November 1, 2022 (the "Term") unless terminated prior thereto upon the earliest of any of the following events:

- (i) Default and Termination. A default by the City and the Authority's election to terminate this Lease under Section 8.2(b) hereof;
- (ii) Payment of All Lease Payments. The payment by the City of all Lease Payments required under Section 3.3 hereof and any Additional Payments required under Section 3.9 hereof when due and payable, upon prepayment as provided in Article X hereof.

(b) If on November 1, 2022 the Lease Payments hereunder shall have been abated at any time and for any reason, then the Term shall be extended until all Lease Payments shall be fully paid, except that the Term shall in no event be extended beyond November 1, 2032.

SECTION 3.3. Lease Payments.

(a) Time and Amount. Commencing as of May 1, 2011, subject to the provisions of Section 3.8 (regarding abatement in event of loss of use of any portion of the Leased Property) and Article IX (regarding prepayment of Lease Payments), the City agrees to pay to the Authority, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest), in the semi-annual amounts specified in Exhibit A, to be due and payable on the dates specified in Exhibit A (each a "Lease Payment Date").

In the event the City does not pay Lease Payments on any Lease Payment Date, that failure to make Lease Payments shall become an event of default in accordance with Section 8.1 hereof; provided, however, that failure to give such notice shall not excuse any event of default under such Section 8.1.

(b) Rate on Overdue Payments. In the event the City should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the City until the amount in default shall have been fully paid, and the City agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate of 8% per annum.

SECTION 3.4. No Withholding. Notwithstanding any dispute between the Authority or the Assignee and the City, including a dispute as to the failure of any portion of the Leased Property in use by or in possession of the City to perform the task for which it is leased, the City shall make all Lease Payments and Additional Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.5. Fair Market Rental Value. The Lease Payments shall be paid by the City in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Leased Property during each such period for which said rental is to be paid. The parties hereto have agreed and determined that such total rental is not in excess of the fair market rental value of the Leased Property. In making such determination, consideration has been given to the fair market value of the Leased Property, other obligations of the parties under this Lease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may

be served by the Leased Property and the benefits therefrom which will accrue to the City and to the general public, the ability of the City to make additions, modifications and improvements to the Leased Property and to replace the Leased Property as provided in Section 6.7 hereof, and the transfer of the Authority's leasehold interest in the Leased Property at the end of the Term hereof.

SECTION 3.6. Assignment of Lease Payments. The Authority's rights under this Lease, including the right to receive and enforce payment of the Lease Payments, Additional Payments, and Prepayments to be made by the City hereunder, but excluding the Authority's rights under Section 2.1(e) hereof, have been assigned to the Assignee pursuant to the Assignment Agreement, to which assignment the City hereby consents. The Authority hereby directs the City, and the City hereby agrees to pay to the Assignee at the Assignee's office in \_\_\_\_\_, or to the Assignee at such other place as the Assignee shall direct in writing, all Lease Payments or Prepayments thereof, and Additional Payments payable by the City hereunder. The Authority will not assign or pledge the Lease Payments or other amounts derived from the Leased Property and from its other rights under this Lease except as provided under the terms of this Lease, or its duties and obligations except as provided under the Assignment Agreement. Except as set forth in Section 2.4 (e), all references to the Authority herein shall mean the Assignee.

SECTION 3.7. Use and Possession. The total Lease Payments due in any Fiscal Year shall be for the use and possession of the Leased Property for such Fiscal Year.

SECTION 3.8. Abatement of Lease Payments in Event of Loss of Use.

(a) Period. The obligation of the City to pay Lease Payments shall be abated during any period in which by reason of damage, destruction or taking by eminent domain or condemnation with respect to any item or portion of the Leased Property there is substantial interference with the use and possession of such item or portion of the Leased Property by the City.

(b) Amount. The amount of such abatement shall be determined by the City such that the resulting Lease Payments represent fair market rental value for the use and possession of the item or portion of the Leased Property not damaged, destroyed, or taken. Such abatement shall commence with such damage, destruction or taking and end with the substantial completion of the replacement or repair. Notwithstanding the foregoing, the Lease Payments are not subject to abatement under this Section 3.8 to the extent that the proceeds of hazard insurance or rental interruption insurance are available to pay Lease Payments which would otherwise be abated under this Section 3.8, it being hereby declared that such proceeds and amounts constitute a special fund for the payment of the Lease Payments.

(c) Repair or Replacement. In the event of such abatement, the City will repair or replace the damaged or destroyed portion of the Leased Property, with due diligence and dispatch, as the case may be, from special funds of the City or other moneys, including the proceeds of any property insurance policies associated with the Leased Property, the application of which would, in the opinion of Bond Counsel addressed to the City, the Authority and the Assignee, not result in the obligations of the City hereunder constituting indebtedness of the City in contravention of the Constitution and laws of the State.

SECTION 3.9. Additional Payments. In addition to the Lease Payments, the City shall also pay such amounts (“Additional Payments”) as shall be required for the payment of all administrative costs of the Authority relating to the Leased Property, including without limitation, fees of auditors, accountants, attorneys or engineers, and all other necessary administrative costs of the Authority or charges required to be paid by it in order to maintain its existence, including premiums on insurance maintained pursuant to Article IV hereof, or to indemnify the Authority and its officers and directors.

SECTION 3.10. Net-Net-Net Lease. This Lease shall be deemed and construed to be a “net-net-net lease” and the City hereby agrees that the Lease Payments shall be an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

## ARTICLE IV

### INSURANCE

#### SECTION 4.1. Public Liability and Property Damage.

(a) Coverage. The City shall maintain or cause to be maintained, throughout the Term hereof, a standard comprehensive general public liability and property damage insurance policy or policies in protection of the Authority, the City, the Assignee and their respective officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the use or operation of any City property or portion thereof.

(b) Limits. Said policy or policies shall provide coverage in the aggregate amount of \$1,000,000 for personal injury or death of each person and \$3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of \$150,000 (subject to a deductible clause of not to exceed \$100,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy covering all such risks in an amount equal to \$5,000,000.

(c) Joint or Self-Insurance. Such liability insurance, including the deductible, may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in the form of self-insurance by the City subject to Section 4.8.

(d) Payment of Proceeds. The proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

SECTION 4.2. Workers’ Compensation. The City shall also maintain workers’ compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure its employees against liability for compensation under the Workers’ Compensation Insurance and Safety Act now in force in California, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof (with provision for self-insurance of \$100,000).

SECTION 4.3. Casualty Insurance.

(a) Casualty Insurance. The City shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, insurance against loss or damage to any item or portion of the Leased Property by fire and lightning, with extended coverage and vandalism and malicious mischief insurance, and earthquake insurance (but as to such earthquake insurance only if such insurance is available at reasonable cost on the open market from reputable insurance companies). Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to 100% of the replacement cost of the Leased Property as improved (except that such insurance may be subject to deductible clauses of not to exceed \$100,000 for any one loss). Such coverage must apply exclusively to the Leased Property improvements and must be available to repair or rebuild the improvements, under all circumstances after the occurrence of an insured peril. Full payment of insurance proceeds up to the required policy dollar limit in connection with damage to the Leased Property and improvements thereto shall, under no circumstances, be contingent on the degree of damage sustained by other facilities owned or leased by the City. The policy must explicitly waive any coinsurance. Such insurance may be maintained as part of or in conjunction with any other insurance carried or required to be carried by the City, and may be maintained in the form of self-insurance by the City subject to Section 4.8.

The City covenants that it will cause the risk manager of the provider of casualty insurance, or an independent -insurance consultant if the City self-insures for casualty insurance, to review such program of casualty insurance annually.

In the event that earthquake insurance is not available at reasonable cost on the open market from reputable insurance companies as provided above as certified by its risk manager, the City shall notify the Assignee of such event and the City shall not be required to maintain earthquake insurance.

(b) Payment of Net Proceeds. The Net Proceeds of such insurance shall be paid to the City and applied as provided in Section 5.1.

SECTION 4.4. Rental Interruption Insurance. The City shall obtain and, throughout the Term hereof, maintain or cause to be maintained rental interruption insurance to cover loss, total or partial, of the use of any part of the Project as a result of any of the hazards required to be covered by casualty insurance pursuant to Section 4.3 above. Such rental interruption insurance shall be obtained and maintained in an amount sufficient at all times to pay an amount not less than the fair rental value thereof during any period when there is substantial interference with the City's right to the use and occupancy thereof as a result of the occurrence of such hazards. Such rental interruption insurance shall be payable for a period adequate to cover the period of repair or reconstruction; provided, however, that such policy shall provide that the aggregate amount payable thereunder shall not be less than an amount equal to two (2) years' Lease Payments.

SECTION 4.5. Title insurance. The City shall obtain and, throughout the Term hereof, maintain or cause to be maintained title insurance on the Leased Property, in the form of a CLTA owner's title policy in an amount equal to the aggregate principal component of unpaid Lease Payments, issued by a company of recognized standing, duly authorized to issue the same,



subject only to Permitted Encumbrances. The Net Proceeds of such insurance shall be applied as provided in Section 5.1 hereof.

SECTION 4.6. General Insurance Provisions.

(a) Form of Policies. All policies of insurance required to be procured and maintained pursuant to this Lease, except the insurance required by Section 4.2 hereof, and any statements of self- insurance shall be in form certified by an insurance agent, broker or consultant to the City to comply with the provisions hereof. All such policies shall provide the Assignee 30 days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby. All required policies shall be endorsed to name the Authority, the City, and the Assignee as insureds and shall designate the Assignee as loss payee.

(b) Payment of Premiums. The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease.

(c) Protection of the Authority and the Assignee. The Authority and the Assignee shall be named as additional parties insured under all policies required by this Article IV.

(d) Evidence of Insurance. The City shall cause to be delivered to the Assignee on the Closing Date, and annually thereafter on or before April 1, a certificate of the City stating that all insurance policies or self-insurance programs required by this Lease are in full force and effect.

(e) Blanket Insurance Policies. The City may satisfy any of the insurance requirements set forth in this Lease by using blanket policies of insurance, provided that the City complies with each and all of the requirements and specifications of this Lease.

(f) Modification of Insurance Policies. Subject to the other provisions of this Lease, the City may modify its insurance coverage, including its self-insurance, in whole or in part, taking into account the cost and availability of insurance and the effect of the terms and rates of such insurance on the City's costs and charges for its services, upon filing with the Assignee the City's Certificate that the new coverage is equal to or better than that which it replaces.

(g) Commercial Insurers. All required insurance policies must be provided by a commercial insurer rated A+ by BEST or in the two highest rating categories of S&P and Moody's.

SECTION 4.7. Cooperation. The Authority shall cooperate fully with the City at the expense of the City in filing any proof of loss with respect to any insurance policy maintained pursuant to this Article and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof.

SECTION 4.8. Self-insurance. No self-insurance will be permitted with respect to the requirements for title insurance or rental interruption insurance under this Article IV. Self-insurance or insurance reserves maintained by a joint exercise of powers authority is authorized provided that the following minimum conditions are met:

(a) The self-insurance program must be approved by an independent insurance consultant and the Assignee.

(b) The self-insurance program must be maintained on an actuarially sound basis and the Assignee must annually receive a certified actuarial statement attesting to the sufficiency of the program's assets.

(c) The self-insurance fund must be held in a separate trust fund by an independent trustee.

(d) In the event the self-insurance program is discontinued, the actuarial soundness of the claim reserve fund must be maintained.

## ARTICLE V

### DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

SECTION 5.1. Application of Net Proceeds. The Net Proceeds of any insurance award resulting from any damage to or destruction of the Leased Property by fire or other casualty, and the Net Proceeds of any taking of the Leased Property or any portion thereof in eminent domain proceedings, shall be paid to the Authority to be applied as hereinafter set forth in this Section 5.1.

If the Leased Property is destroyed or damaged beyond repair at any time during the Term of this Lease, or if the Leased Property or any portion thereof is taken in eminent domain proceedings at any time during the Term of this Lease, the City shall as soon as practicable after such event, with the prior written consent of the Assignee, apply the Net Proceeds resulting therefrom either to: (a) repair the Leased Property to full use; (b) replace the Leased Property, at the City's sole cost and expense, with property of equal or greater value to the Leased Property immediately prior to the time of the such destruction or damage, such replacement Leased Property to be subject to the Assignee's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (c) prepay the Lease Payments in accordance with Section 9.1. The City will notify the Assignee of which course of action it desires to take within 15 days after the occurrence of such destruction or damage. The Assignee may (but is not required to) in its own name or in the City's name execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy, and the City hereby grants to the Assignee a power of attorney coupled with an interest to accomplish all or any of the foregoing. The Net Proceeds of all insurance payable with respect to the Leased Property shall be available to the City and shall be used to discharge the City's obligations under this Section.

SECTION 5.2. Application of Other Moneys. In the event of any accident, destruction, theft or taking by eminent domain or condemnation with respect to a major portion of the Leased Property, as declared in a written certification to the Authority and the Assignee, the City may pay to the Assignee moneys sufficient to prepay Lease Payments as provided in Section 9.1 hereof.

## ARTICLE VI

## OTHER COVENANTS WITH RESPECT TO THE LEASED PROPERTY

SECTION 6.1. Use of the Leased Property; Non-abandonment. The City represents and warrants that it is using and will continue to use all of the Leased Property, and that the City's need for the Leased Property is not temporary or expected to diminish in the foreseeable future. The City shall not abandon the Leased Property during the term of this Lease, nor shall the City acquire or construct a facility which would render the Leased Property useless to the City.

SECTION 6.2. Interest in the Leased Property.

(a) Authority Holds Interest During Term. During the Term of this Lease, the Authority shall hold a leasehold interest in the Leased Property pursuant to the Site Lease. The City shall take any and all actions reasonably required, including but not limited to executing and filing any and all documents, reasonably required to maintain and evidence the Authority's leasehold interest in the Leased Property at all times during the Term hereof.

(b) Interest Transferred to City at End of Term. Upon expiration of the Term as provided in Section 3.2 hereof, the interest of the Authority in and to the Leased Property shall be transferred to and vest in the City, without the necessity of any additional document of transfer.

SECTION 6.3. Quiet Enjoyment. During the Term, the Authority shall provide the City with quiet use and enjoyment of the Leased Property, and the City shall during such Term peaceably and quietly have and hold and enjoy the Leased Property, without suit, trouble or hindrance from the Authority, or any person or entity claiming under or through the Authority except as expressly set forth in this Lease. The Authority will, at the request of the City, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Authority may lawfully do so. Notwithstanding the foregoing, the Authority shall have the right to inspect the Leased Property as provided in Section 6.5 hereof.

SECTION 6.4. Installation of City's Personal Property. The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon any portion of the Leased Property. All such items shall remain the sole personal property of the City, regardless of the manner in which the same may be affixed to such portion of the Leased Property, in which neither the Authority nor the Assignee shall have any interest, and may be modified or removed by the City at any time; provided that the City shall repair and restore any and all damage to such portion of the Leased Property resulting from the installation, modification or removal of any such items of equipment. Nothing in this Lease shall prevent the City from purchasing items to be installed pursuant to this Section, provided that no lien or security interest attaching to such items shall attach to any part of the Leased Property.

SECTION 6.5. Access to the Leased Property. The City agrees that the Authority, any Authority Representative and the Authority's successors or assigns, shall have the right at all reasonable times to enter upon the Leased Property or any portion thereof to examine and inspect the Leased Property. The City further agrees that the Authority, any Authority Representative, and the Authority's successors or assigns shall have such rights of access to the Leased Property

as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the City to perform its obligations hereunder.

SECTION 6.6. Maintenance. Utilities. Taxes and Assessments: Operating Costs.

(a) Maintenance: Repairs and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the City, and the City shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of any portion of the Leased Property resulting from ordinary wear and tear or want of care on the part of the City or any sublessee thereof. In exchange for the Lease Payments herein provided, the Authority agrees to provide only the Leased Property, as hereinbefore more specifically set forth. The City waives the benefits of subsections 1 and 2 of Section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the City under the terms of this Lease.

(b) Tax and Assessments: Utility Charges. The City shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges of any type or nature charged to the Authority or the City or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The City may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; Provided that prior to such nonpayment it shall furnish the Authority and the Trustee with the opinion of Bond Counsel, to the effect that, by nonpayment of any such items, the interest of the Authority in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the City shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Authority. The Authority will cooperate fully in such contest upon the request and at the expense of the City.

(d) Throughout the Term of this Lease the City shall pay all of the costs incurred by the City in operating, maintaining and using the Leased Property; and the City shall under no circumstances look to the Authority for any part of such costs.

SECTION 6.7. Modification of the Leased Property.

(a) Additions. Modifications and Improvements. The City shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such additions, modifications or improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the federal income tax exclusion or the State tax-exempt status of the interest components of the Lease Payments or

diminish the fair rental value of the Leased Property; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. The City will not permit any mechanics' or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements or replacements made by the City pursuant to this Section; provided that if any such lien is established and the City shall first notify or cause to be notified the Authority of the City's intention to do so, the City may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Authority with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Assignee as assignee of the Authority. The Authority will cooperate fully in any such contest upon the request and at the expense of the City.

(c) Replacements. Redevelopment and Renovation. Upon receipt of prior written consent of the Assignee, the City shall, at its own expense, have the right to make replacements, redevelopment or renovation of all or a portion of the Leased Property, including substitution of any other unencumbered assets of the City as and for the Leased Property, if the following conditions precedent are satisfied:

(1) The City receives an opinion of Bond Counsel, which City shall furnish to the Authority and the Assignee, that (i) such replacement does not adversely affect the federal income tax exclusion or the State tax-exempt status of the interest components of the Lease Payments or of the Bonds, and (ii) the Lease will remain the legal, valid, binding and enforceable obligation of the City;

(2) In the event such replacement, redevelopment or renovation would result in the temporary abatement of Lease Payments as provided in Section 3.8 hereof, the City shall provide in advance for payment of Lease Payments from special funds of the City or other moneys, the application of which would not, in the opinion of Bond Counsel (a copy of which shall have been delivered to the Assignee), result in such Lease Payments constituting indebtedness of the City in contravention of the Constitution and laws of the State;

(3) The City shall certify to the Assignee that it has sufficient funds to complete such replacement, redevelopment or renovation and that no event of default has occurred or is continuing;

(4) In the event of such substitution, the City shall provide the Trustee and the Authority with (a) an appraisal of the fair rental value of such substituted Leased Property prepared by an independent commercial real estate appraiser showing that the fair rental value is equal to or greater than the Lease Payments due hereunder, and (b) a policy of Title Insurance for such substituted Leased Property in accordance with Section 5.5 of this Lease; and

(5) The City shall determine and certify to the Assignee that the annual fair rental value of the replacements (including any substituted Leased Property) will be at least equal to the lesser of (i) the annual fair rental value of the Leased Property immediately prior to such

replacement, redevelopment or renovation, or (ii) 150% of the maximum annual Lease Payments remaining under the Lease.

(d) Release of Portion of Project. In connection with the City's option to partially prepay Lease Payments, the City may, upon receipt of the prior written consent of the Assignee, release a portion of the Leased Property from the lien of the Lease so long as the City determines and certifies to the Assignee that the annual fair rental value of the remaining components of the Leased Property will be at least equal to the Lease Payments remaining under the Lease; (ii) the estimated value of the remaining portions of the Leased Property will be at least equal to the principal component of the Lease Payments outstanding as of the date hereof; and (iii) no event of default has occurred or is continuing and no event giving rise to an abatement of Lease Payments with respect to the remaining portions of the Leased Property has occurred or is continuing. If requested by the Assignee, the City shall provide to the Assignee such additional information and documents, which may include an independent appraisal, to evidence the value of the remaining components of the Leased Property.

(e) Substitution Under Certain Circumstances. In the event of damage to or destruction of the Leased Property due to earthquake or other uninsured casualty for which rental interruption insurance is not available, the City shall substitute under the Site Lease and this Lease one or more parcels of unimpaired and unencumbered real property, the fair rental value of which, for each remaining rental period and in the aggregate, shall be at least equal to the remaining Lease Payments hereunder.

SECTION 6.8. Liens. Except as provided in this Article, (including without limitation Section 6.7 hereof) the City shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim, as applicable, on or with respect to the Leased Property, other than the respective rights-of the Authority and the City as herein provided and except as to Permitted Encumbrances. Except as expressly provided in this Article, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time; provided that the City may contest such liens if it desires to do so. The City shall reimburse the Authority for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, change, encumbrance or claim.

SECTION 6.9. Authority's Disclaimer of Warranties. THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE LEASED PROPERTY OR ANY ITEM OR PORTION THEREOF. THE DISTRICT ACKNOWLEDGES THAT THE AUTHORITY IS NOT A MANUFACTURER OF ITEMS OR PORTIONS OF THE LEASED PROPERTY OR A DEALER THEREIN, AND THAT THE DISTRICT IS LEASING THE ITEMS OF THE LEASED PROPERTY AS IS. In no event shall the Authority be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease, the Site Lease, the Assignment Agreement, or the Trust Agreement for the existence, furnishing, functioning or City's use and possession of the Leased Property.

SECTION 6.10. Environmental Covenants.

(a) Compliance with Laws; No Hazardous Substances. The City will comply with all Applicable Environmental Laws with respect to the Leased Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Leased Property.

(b) Notification of Assignee. The City will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Leased Property and any operations conducted thereon or any conditions existing thereon to the Assignee, and the City will notify the Assignee in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substances that has occurred or is occurring that in any way affects or threatens to affect the Leased Property, or the people, structures, or other property thereon, provided that no such notifications shall create any liability or obligation on the part of the Bank.

(b) Access for Inspection. The City shall permit the Assignee, its agents, or any experts designated by the Assignee to have full access to the Leased Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Assignee has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

SECTION 6.11. Assignment by the Authority. The Authority's rights under this Lease, including the right to receive and enforce payment of the Lease Payments to be made by the City hereunder, have been assigned to the Assignee. The City hereby consents to such assignment. Whenever in this Lease any reference is made to the Authority and such reference concerns rights which the Authority has assigned to the Assignee, such reference shall be deemed to refer to the Assignee.

The Authority and the Assignee may make additional assignments of their interests herein, but no such assignment will be effective as against the City unless and until the Authority or the Assignee has filed with the City written notice thereof. The City shall pay all Lease Payments hereunder under the written direction of the Authority or the assignee named in the most recent assignment or notice of assignment filed with the City. During the Term of this Lease, the City will keep a complete and accurate record of all such notices of assignment.

## ARTICLE VII

## ASSIGNMENT, SUBLEASING AND AMENDMENT

SECTION 7.1. Assignment by the Authority. Except as provided herein and in the Trust Agreement, the Authority will not assign this Lease to any other person, firm or corporation unless the Authority has certified to the Assignee that such assignment will not impair or violate the representations, covenants and warranties contained in Section 2.2 hereof.

SECTION 7.2. Assignment and Subleasing by the City. The rights under this Lease may not be assigned by the City, nor may the City sublease all or any portion of the Leased Property, unless the City receives the prior written consent of the Assignee and an opinion of Bond

Counsel stating that such assignment or subleasing does not adversely affect the federal income tax exclusion or the State tax-exempt status of the interest components of the Lease Payments or affect the validity of this Lease. In the event that this Lease is assigned or subleased by the City, (i) the obligation to make Lease Payments hereunder shall remain the obligation of the City, (ii) any assignment or sublease shall be subject and subordinate to this Lease, (iii) no such assignment or sublease shall cause or permit the Leased Property to be used in any manner or for any purpose other than as authorized under the laws of the State, and (iv) a true and complete copy of the assignment or sublease shall be provided promptly to the Assignee.

SECTION 7.3. Amendments and Modifications. This Lease may be amended by the City and the Authority; provided, however, the prior written consent of the Assignee shall be obtained for any amendment. Prior to the effective date of any such amendment, and as a condition precedent to the effectiveness thereof, the City at its expense shall obtain an opinion of Bond Counsel stating that such amendment will not adversely affect the exclusion from gross income of the interest component of the Lease Payments.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Lease Payment Default. Failure by the City to pay any Lease Payment required to be paid hereunder by each Lease Payment Date.

(b) Covenant Default. Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto or in the Site Lease, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Authority or the Assignee; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Assignee shall not unreasonably withhold consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency: Abandonment. The filing by the City of a case in bankruptcy, or the subjection of any right, or interest of the City under this Lease to any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted; or the abandonment of the Leased Property.



(d) Misstatement. Any representation or warranty of the City or the Authority made hereunder or in connection herewith shall have been false or misleading in any material respect when made.

SECTION 8.2. Remedies on Default. Whenever any event of default referred to in Section 8.1 hereof shall have happened and be continuing, it shall be lawful for the Authority to exercise any and all remedies available pursuant to law or granted pursuant to this Lease; but, THERE SHALL BE NO RIGHT UNDER ANY CIRCUMSTANCES TO ACCELERATE THE LEASE PAYMENTS OR OTHERWISE DECLARE ANY LEASE PAYMENTS NOT THEN IN DEFAULT TO BE IMMEDIATELY DUE AND PAYABLE.

(a) No Termination: Repossession and Re-Lease on Behalf of City. In the event the Authority does not terminate this Lease in the manner hereinafter provided for in subparagraph (b) hereof, the Authority may, at the direction of the Assignee and with the consent of the City, which consent is hereby irrevocably given, repossess the Leased Property and re-lease the Leased Property for the account of the City, in which event the City's obligation will accrue from year to year in accordance with this Lease and the City will continue to receive the value of the use of the Leased Property from year to year in the form of credits against its obligation to pay Lease Payments. The obligations of the City shall remain the same as prior to such default: to pay fixed Lease Payments and Additional Payments whether the Authority reenters or not. The City agrees to and shall remain liable for the payment of all Lease Payments and Additional Payments and the, performance of all conditions contained herein and shall reimburse the Authority for any deficiency arising out of the re-leasing of the Leased Property, or, in the event the Authority is unable to re-lease the Leased Property, then for the full amount of all Lease Payments to the end of the Term of this Lease, but said Lease Payments, deficiency, or both, shall be payable only at the same time and in the same manner as provided above for the payment of Lease Payments hereunder, notwithstanding such repossession by the Authority or any suit brought by the Authority for the purpose of effecting such repossession of the Leased Property or the exercise of any other remedy by the Authority.

The City hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the City to repossess and re-lease the Leased Property in the event of default and to remove all personal property whatsoever situated upon the Leased Property, to place such property in storage or other suitable place in City of Moreno Valley or the County of Riverside, for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Authority from any costs, loss or damage whatsoever arising or occasioned by any such repossession and re-leasing of the Leased Property. The City hereby waives any and all claims for damage caused or which may be caused by the Authority in repossessing the Leased Property as provided herein and all claims for damages that may result from the destruction of or the injury to the Leased Property and all claims for damages to or loss of any property belonging to the City that may be in or upon the Leased Property.

The City agrees that the terms of this Lease constitute full and sufficient notice of the right of the Authority to re-lease the Leased Property in the event of such repossession without effecting a surrender of this Lease, and further agrees that no acts of the Authority in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease

shall vest in the Authority to be effected in the sole and exclusive manner provided for in subparagraph (b) below.

The City agrees to surrender and quit possession of the Leased Property upon demand of the Authority for the purpose of enabling the Leased Property to be re-let under this paragraph, and the City further waives the right to any rental obtained by the Authority in excess of the Lease Payments and hereby conveys and releases such excess to the Authority as compensation to the Authority for its services in re-leasing the Leased Property.

(b) Termination: Repossession and Re-Lease. If an Event of Default occurs and is continuing hereunder, the Authority at its option may terminate this Lease and re-lease all or any portion of the Leased Property. If the Authority terminates this Lease at its option and in the manner hereinafter provided due to a default by the City (and notwithstanding any re-entry upon the Leased Property by the Authority in any manner whatsoever or the re-leasing of the Leased Property), the City nevertheless agrees to pay to the Authority all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments. Any surplus received by the Authority from such re-leasing shall be applied by the Authority to Lease Payments due under this Lease. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Authority shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the City shall be or become effective by operation of law, or otherwise, unless and until the Authority shall have given written notice to the City of the election on the part of the Authority to terminate this Lease. The City covenants and agrees that no surrender of the Leased Property, or of the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

The Authority and City hereby agree that Section 1951.2 of the California Civil Code shall apply to this Lease and that upon such termination, the Authority may recover, in addition to all other damages available by contract or at law, from the City: (i) the worth at the time of award of the unpaid rental which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rental for the balance of the term after the time of the award exceeds the amount of such rental loss that the City proves could have been reasonably avoided; and (iii) any other amount necessary to compensate the Authority, the Assignee, or both for all the detriment proximately caused by the City's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in clauses, (i), (ii) and (iii) above is computed by allowing interest at the legal rate of interest per annum at which judgments for money in the State bear interest.

(c) Opinion of Bond Counsel. The re-leasing of the Leased Property as provided herein shall be subject to the opinion of Bond Counsel that such re-leasing will not cause the interest component of the Lease Payments to become includable in gross income for Federal income tax purposes or subject to State of California personal income taxes.

(d) Proceedings at Law or in Equity. If an event of default hereunder occurs and continues hereunder, the Authority may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

SECTION 8.3. No Remedy Exclusive. No remedy conferred herein upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 8.4. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 8.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder

SECTION 8.6. Application of the Proceeds from the Re-Lease of the Project. All amounts received by the Authority under this Article VIII (other than as provided in Section 8.2(b) herein regarding certain surplus) shall, after payment of all fees and expenses of the Trustee, including fees and expenses of its attorneys, be deposited by the Trustee in the Revenue Fund and credited towards the Lease Payments in order of Lease Payment Date.

SECTION 8.7. Assignee to Exercise Rights. Such rights and remedies as are given to the Authority under this Article VIII have been assigned by the Authority to the Assignee, to which assignment the City hereby consents.

## ARTICLE IX

### PREPAYMENT OF LEASE PAYMENTS

SECTION 9.1. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain. The City shall be obligated to prepay the unpaid principal components of the Lease Payments in whole or in part on any date, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Leased Property to be used for such purpose under Section 5.1(c). The City and the Authority hereby agree that such proceeds, to the extent remaining after payment of any delinquent Lease Payments, shall be credited towards the City's obligations under this Section 9.1.

SECTION 9.2. Security Deposit. Notwithstanding any other provision of this Lease, the City may on any date secure the payment of the Lease Payments in whole or in part by depositing with a fiduciary acceptable to the Authority and Assignee, in trust, an amount of cash which is either (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Appendix B, or

(b) invested in whole in non-callable Federal Securities maturing at or before the date funds will be needed to make such Lease Payments in an amount which is sufficient, in the opinion of an independent certified public accountant, together with interest to accrue thereon and together with any cash which is so deposited, without reinvestment, to pay such Lease Payments when due under Section 3.3(a) or when due on any optional prepayment date under Section 9.3, as the City instructs at the time of said deposit. In the event of a security deposit under this Section with respect to all unpaid Lease Payments, (a) the Term of this Lease shall continue, (b) all obligations of the City under this Lease, and all security provided by this Lease for said obligations, shall thereupon cease and terminate, excepting only the obligation of the City to make, or cause to be made all of the Lease Payments from such security deposit, and the obligation of the City to make up any deficiency in such security deposit from legally available funds, and (c) title to the Leased Property will vest in the City on the date of said deposit automatically and without further action by the City or the Authority. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease.

SECTION 9.3. Optional Prepayment. The City may prepay the unpaid principal components of the Lease Payments in whole but not in part, on any date on or after November 1, 2016, by paying unpaid principal amount of the Lease Payments, plus a one percent (1.0%) premium on the unpaid principal balance of the Lease Payments.

SECTION 9.4. Effect of Prepayment.

(a) In whole. In the event that the City prepays all remaining Lease Payments pursuant to Section 9.1 or 9.3 hereof, then the City's obligations under this Lease shall thereupon cease and terminate, including but not limited to the City's obligation to continue to pay Lease Payments under this Article IX.

(b) In Part. In the event the City prepays less than all of the remaining principal components of the Lease Payments pursuant to Section 9.1 hereof from Net Proceeds or other moneys, the amount of such prepayment shall be applied to reduce the principal components of the remaining Lease Payments in inverse order of maturity.

ARTICLE X

MISCELLANEOUS

SECTION 10.1. Notices. All notices, certificates or other communications hereunder to the Authority, the City and the Assignee shall be sufficiently given and shall be deemed to have been received five Business Days after deposit in the United States mail in certified form, postage prepaid, to the City, the Authority or the Assignee, as the case may be, at the following addresses:

If to the City:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552-0805 Attention: City Manager

If to the Authority:

Moreno Valley Public Financing Authority  
14177 Frederick Street  
Moreno Valley, California 92552-0805  
Attention: Executive Director

If to the Assignee:

Banc of America Public Capital Corp.  
c/o Bank of America, N.A.  
555 California Street, 4th Floor  
San Francisco, California 94104  
Attn: Contract Administration

The Authority, the City and the Assignee, by notice given in writing hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 10.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Authority and the City and their respective successors and assigns.

SECTION 10.3. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 10.4. Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same instrument.

SECTION 10.5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

[Remainder of this page intentionally left blank. The next page is the signature page.]

Signature Page  
Lease Agreement

IN WITNESS THEREOF, the Authority has caused this Lease to be executed in its name by its duly authorized officers, and the City has caused this Lease to be executed in its name by its duly authorized officers, as of the date first above written.

MORENO VALLEY PUBLIC FINANCING AUTHORITY, as Lessor

By: \_\_\_\_\_  
Executive Director

CITY OF MORENO VALLEY, as Lessee

By: \_\_\_\_\_  
City Manager

EXHIBIT A  
SCHEDULE OF LEASE PAYMENTS

<u>Lease Payment Date</u>	<u>Lease Payment</u>
May 1, 2011	
November 1, 2011	
May 1, 2012	
November 1, 2012	
May 1, 2013	
November 1, 2013	
May 1, 2014	
November 1, 2014	
May 1, 2015	
November 1, 2015	
May 1, 2016	
November 1, 2016	
May 1, 2017	
November 1, 2017	
May 1, 2018	
November 1, 2018	
May 1, 2019	
November 1, 2019	
May 1, 2020	
November 1, 2020	
May 1, 2021	
November 1, 2021	
May 1, 2022	
November 1, 2022	

EXHIBIT B  
FORM OF LEASE SUPPLEMENT

There is hereby subjected to the terms of that certain Lease Agreement, dated as of January 1, 2011 (the "Lease"), between the Moreno Valley Public Financing Authority (the "Authority") and City of Moreno Valley (the "City") the following property items which shall comprise a portion of the Leased Property, as defined therein:

[Description of Substituted Leased Property]

I, the City Representative, hereby certify that:

(1) the fair rental value and the useful life of the above-described portion of the Leased Property at least equals the fair rental value and the useful life of the portion of the Leased Property for which it was substituted; and

(2) the above-described portion of the Leased Property will be used by the City for authorized public purposes and can be leased under the provisions of the Lease;

I, the City Representative, hereby certify that the portion of the Leased Property being acquired will be owned by the Authority free and clear of all liens or claims of others, except for the rights of the City under the Lease, and that the Authority will not encumber title to the substituted portion of the Leased Property.

The following property items, which formerly constituted a portion of the Leased Property, are released from the terms of the Lease:

CITY OF MORENO VALLEY

By: \_\_\_\_\_  
City Manager



EXHIBIT C  
LEGAL DESCRIPTION OF THE LEASED PROPERTY

[Legal description of Annex Property and Fire Station 65 Property to be inserted]

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TO BE RECORDED AND WHEN RECORDED  
RETURN TO:

Best Best & Krieger LLP  
655 West Broadway, 15th Floor  
San Diego, California 92101  
Attention: Warren Diven

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

## ASSIGNMENT OF LEASE AGREEMENT

This Assignment of Lease Agreement (this "Assignment") is dated as of January 1, 2011, and is between MORENO VALLEY PUBLIC FINANCING AUTHORITY, as assignor (the "Authority"), and BANC OF AMERICA PUBLIC CAPITAL CORP., as assignee (the "Assignee").

### BACKGROUND:

**WHEREAS**, the Authority and the City of Moreno Valley (the "City") previously provided for the financing of certain improvements by the issuance, sale and delivery of the Authority's 1997 Lease Revenue Bonds (the "1997 Bonds"); and

**WHEREAS**, as a result of favorable interest rate conditions in the municipal bond market, the City will realize savings if the 1997 Bonds are defeased and refunded; and

**WHEREAS**, in order to provide the funds needed to defease and refund the 1997 Bonds, the City proposes to lease the City Hall Annex, located at 14331 Frederick Street in the City (the "Annex Property") and to sublease the Fire Station 65, located at 15111 Indian Street in the City (the "Fire Station 65 Property" and, together with the Annex Property, the "Leased Property") to the Authority pursuant to a Site Lease, dated as of January 1, 2011 (the "Site Lease"), between the Authority and the City, which has been recorded concurrently herewith in the Office of the Riverside County Recorder (the "County") in order to allow the Authority to lease the Leased Property back to the City pursuant to the Lease Agreement dated as of January 1, 2011 (the "Lease Agreement") between the Authority and the City which has been recorded concurrently herewith; and

**WHEREAS**, the City shall lease the Leased Property from the Authority in consideration of the payment by the City of semiannual lease payments hereunder as the rental for the Leased Property (the "Lease Payments"); and

**WHEREAS**, funding for the defeasance and refunding of the 1997 Bonds and the refinancing of the Project Lease will be provided by the Assignee, and in order to secure such financing the Authority wishes to assign all of its rights under the Site Lease and the Lease Agreement, including but not limited to the right of the Authority to receive the Lease Payments from the City, as provided in this Assignment.

*A G R E E M E N T :*

In consideration of the foregoing and the material covenants hereinafter contained, the Authority and the Assignee formally covenant, agree and bind themselves as follows:

**1. Assignment of Rights to Assignee.** The Authority, without recourse, hereby sells, assigns and transfers to the Assignee all of its rights to receive the Lease Payments as well as all other rights of the Authority under the Site Lease and the Lease Agreement, excepting only any rights of the Authority to indemnification or reimbursement.

**2. Consideration for Assignment.** In consideration of the foregoing assignment, the Assignee shall pay to the Authority the amount of \$3,269,000, to be deposited on the date hereof with Wells Fargo, N.A., as assignee of the Project Lease and trustee for the holders of lease revenue bonds issued by the Authority (the "1997 Bonds"), to be applied to the defeasance and redemption of the 1997 Bonds and the payment of refinancing costs.

**3. Representations and Warranties of Authority.** The Authority represents and warrants that it has made no prior sale or assignment of any interest which is the subject of this Assignment; that the Lease Agreement is genuine and in all respects is what it purports to be; that the Assignee shall not be liable for and does not assume responsibility for the performance of any of the covenants, agreements or obligations specified in the Site Lease or the Lease Agreement to be kept, paid or performed by the Authority with exception of the Assignee's obligation to issue notices upon the City's default of the Lease Agreement. The Authority further represents and warrants that as of the date of this Assignment, the Site Lease and the Lease Agreement are in full force and effect and the City is not in default of any of the terms set forth therein.

**4. Governing Law; Severability.** This Assignment shall be construed and governed in accordance with the laws of the State of California. Any provision of this Assignment found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Assignment.

**5. Binding on Successors.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**6. Payment of Litigation Costs.** In the event of litigation between the Authority and the Assignee arising under this Assignment, the prevailing party shall be entitled to recover from the other party all costs and expenses, including attorneys' fees which may be the allocable cost of in-house counsel, incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this Assignment.

IN WITNESS WHEREOF, the Authority and the Assignee have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**MORENO VALLEY PUBLIC FINANCING  
AUTHORITY, *as Assignor***

By \_\_\_\_\_  
Executive Director

**BANC OF AMERICA PUBLIC CAPITAL  
CORP., *as Assignee***

By \_\_\_\_\_  
Authorized Officer

## APPENDIX A

### DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of that certain land located in the City of Moreno Valley, Riverside County, State of California, more fully described as follows, together with all buildings and facilities at any time situated thereon:

[to come]

## **CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES**

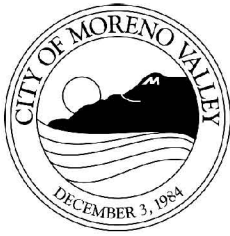
- a. Report by Mayor Pro Tem Jesse L. Molina on Riverside Transit Agency (RTA)**
- b. Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)**

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**G.2 ANNUAL REPORT OF BOARDS AND COMMISSIONS (Informational Oral Presentation)  
(Report of: City Clerk's Department)**

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RAH</i>
CITY MANAGER	<i>WAB</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Sonny Morkus, Human Resources Director

**AGENDA DATE:** January 25, 2011

**TITLE:** Approval of Employment Agreement Between City of Moreno Valley and Henry T. Garcia

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### **RECOMMENDED ACTION**

Staff recommends that City Council adopt Resolution No. 2011-10 and approve the attached Employment Agreement between the City of Moreno Valley and Henry T. Garcia for the position of City Manager.

### **BACKGROUND**

The recruitment and subsequent screening and interview process, conducted by Alliance Resource Consulting, LLC, has concluded with an offer of employment by the City Council to Mr. Henry T. Garcia for the position of City Manager for the City of Moreno Valley.

### **DISCUSSION**

The City Council has selected Henry T. Garcia as their choice for City Manager. With City Council direction, staff then met with Mr. Garcia and negotiated the attached agreement, including an annual salary of \$302,400.00, plus benefits.

### **ALTERNATIVES**

1. Approve the employment agreement.
2. Not approve the agreement and provide further direction to staff.

**FISCAL IMPACT**

The estimated salary compensation over the remaining five months of Fiscal Year 2010-11 is \$126, 000.00 with the salary funded 85% by the City's General Fund and 15% of the City's Redevelopment Agency. The total compensation amount, including salary and benefits, is \$167,000.00 for this period.

For the funding of this position, please refer to Attachment 1, "City of Moreno Valley Salary Projections."

**CITY COUNCIL GOALS**

The action of the City Council to approve the attached resolution will contribute to three of the City Council's goals, i.e. "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", and "Revenue Diversification and Preservation: Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate".

**ATTACHMENTS/EXHIBITS**

Attachment 1: City of Moreno Valley Salary Projections

Attachment 2: Resolution of the City Council of the City of Moreno Valley Approving an Employment Agreement Between the City of Moreno Valley and Henry T. Garcia for the Position of City Manager

Attachment 3: Employment Agreement

Prepared and Approved By:

Sonny Morkus  
Human Resources Director

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

CITY OF MORENO VALLEY													
FY 2010-11 SALARY PROJECTIONS													
<u>Position ID</u>	<u>Position Description</u>	<u>Fund</u>	<u>P %</u>	<u>Adjusted Salary</u>	<u>6134 Retirement</u>	<u>6136 Annuity</u>	<u>6138 Medicare</u>	<u>6144 Benefit Bk</u>	<u>6145 Group Life</u>	<u>6146 ST/LI Dis</u>	<u>6147 Addl 2, 4, 6</u>	<u>6148 Auto Allow</u>	<u>Totals</u>
Salary projections for five months for Fiscal Year 2010-11													
	City Manager	GEN FUND	85.0%	107,100	18,659	101	1,398	4,463	921	974	5,783	2,550	141,949
	City Manager	RDA	15.0%	18,900	3,293	18	247	788	163	172	1,020	450	25,050
	<b>TOTAL</b>			<b>126,000</b>	<b>21,952</b>	<b>119</b>	<b>1,644</b>	<b>5,250</b>	<b>1,084</b>	<b>1,146</b>	<b>6,803</b>	<b>3,000</b>	<b>166,999</b>

Attachment 1

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RESOLUTION NO. 2011-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND HENRY T. GARCIA FOR THE POSITION OF CITY MANAGER

WHEREAS, the City Council of the City of Moreno Valley employed the firm of Alliance Resource Consulting, LLC, to conduct a recruitment for the position of City Manager; and

WHEREAS, the recruitment and subsequent screening and interview process has concluded with an offer of employment by the City Council to Mr. Henry T. Garcia for the position of City Manager for the City of Moreno Valley; and

WHEREAS, the City Council and Henry T. Garcia desire to enter into an Employment Agreement establishing the terms and conditions of Mr. Garcia's appointment as City Manager, which Employment Agreement is attached to this Resolution as Exhibit A; and

WHEREAS, the City Council and Henry T. Garcia have agreed on the terms and conditions of the Employment Agreement.

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

The attached Employment Agreement between the City of Moreno Valley and Henry T. Garcia for the position of City Manager is hereby approved and the Mayor is authorized and directed to execute the attached Employment Agreement on behalf of the City of Moreno Valley.

APPROVED AND ADOPTED this 25<sup>th</sup> day of January, 2011.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

APPROVED AS TO FORM:

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

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

Resolution No. 2011-\_\_\_\_\_  
Date Adopted: \_\_\_\_\_

RESOLUTION JURAT

[Clerk's office will prepare]

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



**EMPLOYMENT AGREEMENT  
FOR THE POSITION OF  
CITY MANAGER**

This Employment Agreement (hereafter referred to herein as "Agreement") is made and entered into this 4th day of February, 2011 (hereafter referred to herein as "Commencement Date"), by and between the City of Moreno Valley, California (hereafter referred to herein as "CITY"), a California municipal corporation and general law city, and Henry T. Garcia (hereafter referred to herein as "GARCIA"), an individual, on the following terms and conditions:

**RECITALS**

A. CITY, by and through the City Council, desires to employ the services of GARCIA as City Manager of CITY, as provided by Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code; and

B. GARCIA desires to accept employment as City Manager in consideration of and subject to the terms and conditions set forth in this Agreement.

**OPERATIVE PROVISIONS**

In consideration of the promises and covenants contained herein, the parties agree as follows:

**1. Position, Term and Duties.**

1.1 **Position.** GARCIA accepts employment with CITY as its City Manager and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement, Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code, CITY ordinances, and state law. GARCIA shall perform such other duties and functions as assigned by, and at the direction and supervision of, the City Council.

1.2 **Term.**

A. The Term of this Agreement shall become effective as of the Commencement Date.

B. The Term of this Agreement shall be four (4) years from the Commencement Date unless terminated earlier pursuant to the provisions in Section 4 [Termination] of this Agreement.

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ATTACHMENT 3

C. If either party desires not to extend or renew this Agreement upon expiration of its four (4) year Term, that party shall give written notice of intent not to extend or renew this Agreement no less than one hundred eighty (180) calendar days prior to expiration of its Term. If no such notice is given within such time period, this Agreement shall continue to be effective pursuant to its operative provisions, with the exception that the Term of the Agreement will not be for an additional period of four (4) years. Rather, this Agreement will continue in force on a day-to-day basis until the expiration of one hundred eighty (180) calendar days after either party does give written notice of intent not to further extend or renew this Agreement, or it is amended or extended by the parties in writing, or until it is otherwise Terminated in accordance with the provisions of Section 4 [Termination].

D. This provision for a four (4) year Term shall not be construed to supersede, modify or limit GARCIA's status as an at-will employee of CITY, or the amount or conditions of severance compensation as provided in Section 4 [Termination].

### 1.3 **At-Will Employment.**

A. GARCIA acknowledges that he is an at-will employee of CITY who shall serve at the will and pleasure of the City Council at all times during the Term [Section 1.2] of this Agreement.

B. The terms and provisions of CITY's Personnel Rules and Regulations, policies, procedures, ordinances and resolutions shall apply to GARCIA, and he shall be entitled to all benefits afforded to other full time Executive Management employees (as defined in and subject to all obligations and limitations set forth in the CITY's Personnel Rules and Regulations) of CITY, except to the extent otherwise provided for in this Agreement. In the case of any conflict between this Agreement and CITY's Personnel Rules and Regulations or policies and procedures, the provisions of this Agreement shall prevail. Notwithstanding the application of the CITY's Personnel Rules and Regulations to GARCIA, and without limitation, GARCIA shall have no rights under sections 9, 10, 11 and 12 of the Personnel Rules and Regulations.

C. Nothing in this Agreement is intended to, or does, confer upon GARCIA any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate employment, except as is expressly provided in Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate employment as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of GARCIA to resign at any time from this position with CITY, subject only to the provisions set forth in Section 4

-2-

ATTACHMENT 3

[Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and GARCIA, as set forth in Section 4 [Termination] herein.

1.4 **Duties.**

A. GARCIA shall serve as the City Manager and shall be vested with the powers, duties and responsibilities of the City Manager as set forth in the City's applicable ordinances, resolutions, and Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code, as may be amended from time to time, the terms of which are incorporated herein by reference. It is the intent of the City Council for the City Manager to function as the head of administration of the government of CITY under the direction and control of the City Council and be responsible for the efficient administration of all affairs of CITY which are under the control of the City Manager and to keep the City Council fully apprised of all significant issues affecting CITY. Toward that end, GARCIA shall report directly to the City Council and will periodically, or as may be specifically requested by the City Council, provide status reports to the City Council on his activities and those of CITY.

B. Without additional compensation, GARCIA shall provide such other services as are customary and appropriate to the position of City Manager, including serving as Executive Director for the Community Redevelopment Agency of the City of Moreno Valley and the Moreno Valley Community Services District, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the City of Moreno Valley Municipal Code and ordinances.

C. GARCIA shall devote his best efforts and full-time attention to the performance of these Duties.

1.5 **Hours of Work.** GARCIA shall devote the time necessary to adequately perform his Duties [Section 1.4] as City Manager. The work schedule shall be the same as the schedule in place for all other full time Executive Management employees of CITY, provided the schedule of such hours affords adequate availability to the City Council, City Staff, and members of the community during normal business hours and for the performance of Duties [Section 1.4]. It is recognized that the City Manager must devote time outside of the normal work schedule on CITY business and it is understood and expected that GARCIA will make himself available to conduct CITY business outside of the normal work schedule as is reasonable and necessary. The position of City Manager shall be deemed an exempt position under applicable wage and hour law. GARCIA hereby acknowledges that he shall not be entitled to any compensation for overtime.

1.6 **Professional Activity.**

A. The City Council desires GARCIA to be reasonably active in national, statewide, regional and professional organizations that will contribute to City Manager's professional development and standing and that will contribute to the advancement of the CITY's interests and standing. Toward that end, GARCIA may undertake such activities as are directly related to his professional development and that advance the interests and standing of the CITY. For purposes of this Agreement, "Professional Activity" shall be defined as participation in the League of California Cities, International City Management Association, or other similar national, statewide, regional or professional organizations, provided that such participation receives prior authorization of the City Council and does not in any way interfere with or adversely affect the performance of Duties [Section 1.4] as provided herein.

B. Any reasonable dues, subscriptions, travel and subsistence expenses of the City Manager necessary for such Professional Activity shall be budgeted and paid for out of the adopted budget for the City Manager's Office and in accordance with adopted CITY policies.

1.7 **Other Activity.** In accordance with Government Code Section 1126 and during the Term [Section 1.2] of this Agreement, GARCIA shall not accept any other employment or engage, directly or indirectly, in any other business, commercial activity, or professional activity except as permitted under Section 1.6 [Professional Activity], whether or not to pecuniary advantage, that is or may be competitive with the CITY, that might cause a Conflict of Interest [Section 7] with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of Duties [Section 1.4], without prior authorization of the City Council.

## 2. **Compensation.**

2.1 **Salary.** For all services performed by GARCIA as City Manager under this Agreement, CITY shall pay GARCIA a Salary of Three Hundred Two Thousand Four Hundred dollars (\$302,400.00) per year, paid bi-weekly according to the payroll schedule in place for CITY employees. Salary shall be paid out of the adopted budget for the City Manager's Office. GARCIA shall not receive any automatic increases in Salary. Any increase in Salary shall be negotiated between GARCIA and the City Council following an annual Performance Evaluation [Section 3].

### 2.2 **Benefits.**

A. GARCIA shall receive Benefits, as defined by sections 7, 14, 15 and 16 of the CITY's Personnel Rules and Regulations, as may be amended from time to time, which are made available to, and in the amounts provided to, other full time Executive

Management employees hired after July 1, 2009, except as otherwise specifically provided for herein.

B. Currently, the CITY offers a flexible or cafeteria plan that will cover certain Benefits such as medical, dental, vision, etc. GARCIA is required to purchase medical coverage, unless GARCIA is already covered by a qualifying medical coverage plan. GARCIA is also required to purchase vision coverage. All other flexible benefits are optional to GARCIA in his sole discretion.

C. In addition to Salary [Section 2.1], CITY shall pay GARCIA \$12,600.00 plus six percent (6%) of GARCIA's annual Salary [Section 2.1] accrued and paid out over twenty-four (24) pay periods annually, to be used by GARCIA to purchase qualifying flexible benefits, cash out, or deposit into a qualifying Deferred Compensation account for the benefit of GARCIA.

D. GARCIA shall also be provided with CITY paid life and disability insurance to the same extent such insurance is provided to other full time Executive Management employees pursuant to CITY's Personnel Rules and Regulations.

E. GARCIA shall not receive any automatic increases to the dollar amount of Benefits. Any increase in the dollar amount of Benefits shall be negotiated between GARCIA and the City Council following an annual Performance Evaluation [Section 3].

F. All Benefits provided to GARCIA shall be paid out of the adopted budget for the City Manager's Office.

### 2.3 **Annual Leave.**

A. GARCIA shall accrue Annual Leave, as currently defined by section 7 of the CITY's Personnel Rules and Regulations, at the rate of 14.462 hours per pay period, which amounts to three hundred seventy-six (376) hours annually. The cost of Annual Leave shall be paid out of the adopted budget for the City Manager's Office.

B. Annual Leave may be used by GARCIA at his sole discretion, considering always the best interests of the CITY, and, if not used, shall continue to accrue, except that such Annual Leave shall not accrue beyond the maximum accrual limits established for other full time CITY employees. Once the maximum accrual limit is reached, Annual Leave will stop accruing. GARCIA shall have no recourse and shall not be entitled to any Annual Leave not accrued as a result of reaching the maximum accrual limit.

C. The Annual Leave provided for herein is not in addition to Annual Leave granted under the Personnel Rules and Regulations. GARCIA shall not receive automatic increases to Annual Leave. Any increase in Annual Leave shall be negotiated between GARCIA and the City Council following an annual Performance Evaluation [Section 3].

D. Upon termination, retirement, death, disability or voluntary separation, CITY shall pay GARCIA for accrued and unused Annual Leave in accordance with CITY's Personnel Rules and Regulations for such payouts to other full time Executive Management employees.

2.4 **Automobile Allowance.** GARCIA shall be entitled to an automobile allowance as compensation for the use of personal automobile(s) for CITY business as provided for in CITY policies. Currently, the automobile allowance for the position of City Manager is six hundred dollars (\$600.00) per month. In addition, GARCIA shall be entitled to excess mileage reimbursement according to adopted CITY policies for any qualifying trip in the course and scope of employment. The cost of automobile allowance and mileage reimbursement shall be paid out of the adopted budget for the City Manager's Office.

2.5 **Business Equipment.** CITY shall provide GARCIA with necessary business equipment including a cellular telephone and laptop computer for use in connection with CITY business only. The cost of all necessary business equipment shall be paid out of the adopted budget for the City Manager's Office. Any such equipment provided to GARCIA shall remain the sole property of CITY and shall be used by GARCIA in strict compliance with all CITY policies.

2.6 **Deferred Compensation.**

A. On the first (1<sup>st</sup>) day of January beginning in 2012, and continuing every year thereafter during the Term [Section 1.2] of this Agreement, CITY shall pay Twenty Thousand dollars (\$20,000.00) into a qualified Deferred Compensation account for the benefit of GARCIA. The cost of Deferred Compensation shall be paid out of the adopted budget for the City Manager's Office.

B. GARCIA specifically acknowledges that he has no property or other legal right or interest in such Deferred Compensation until actually paid by CITY.

2.7 **Reduction in Salary or Benefits.** Although it is currently CITY policy, GARCIA shall be exempt from any reduction in salary based upon work schedule reductions.

2.8 **Employee's PERS Contribution.** GARCIA acknowledges that he is responsible for the employee's contribution into the Public Employee's Retirement System (PERS) for his account at the then current contribution rate. CITY shall pay the employer's contribution into PERS for the account of GARCIA at the then current contribution rate. Currently, the PERS employee contribution rate is eight percent (8%).

**3. Performance Evaluation.**

3.1 The City Council shall review and evaluate GARCIA's performance at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly between GARCIA and the City Council. Said criteria may be added to or deleted from as the City Council may determine from time to time in consultation with GARCIA. Further, the Mayor shall provide GARCIA with a summary written statement of the findings of the City Council and provide an adequate opportunity for GARCIA to discuss said evaluation with the entire City Council.

3.2 Annually, the City Council shall define such goals and performance objectives which they determine necessary for the proper function of the City Manager and in the attainment of City Council goals and objectives, and shall further establish a relative priority among the various goals and objectives, said goals and objectives to be reduced to writing. Any such goals or objectives shall generally be attainable within the time limitations as specified and within CITY budgets.

3.3 CITY agrees to consider an increase to GARCIA's Compensation [Section 2] during said Performance Evaluation; however, any increase to Compensation [Section 2] shall be at the sole discretion of the City Council. Such consideration shall be within the sole and exclusive discretion of the City Council. The cost of any Compensation [Section 2] increase shall be paid out of the adopted budget for the City Manager's Office.

**4. Termination.**

4.1 This Agreement may be Terminated upon expiration of Term [Section 1.2], provided that either Party has given one hundred eighty (180) calendar days written notice to the other Party of its intent not to extend or renew this Agreement. In the event this Agreement is allowed to expire without extension or renewal, GARCIA shall not be entitled to any Compensation [Section 2] other than Compensation [Section 2] that has accrued and is unpaid. Payment of any accrued and unpaid Compensation [Section 2] shall be in accordance with CITY policies in effect on the date of Termination.

4.2 This Agreement may be Terminated by GARCIA at any time upon thirty (30) calendar days written notice to the City Council. If such written notice is given, CITY has the option to request GARCIA to leave his position sooner than the expiration of thirty (30)

calendar days, but, if CITY does so request, CITY will continue to honor its obligations under this Agreement until expiration of the thirty (30) calendar day period, at which time GARCIA shall have no further rights under this Agreement.

4.3 GARCIA shall have no right of appeal or grievance of Termination of this Agreement except as specifically provided for in Chapter 2.08 of the City of Moreno Valley Municipal Code.

4.4 GARCIA's employment and this Agreement may not be Terminated "without cause" within the first six (6) months of the Commencement Date of this Agreement or within ninety (90) calendar days after any change in the City Council, though notice may be given within that period, except as is otherwise specifically provided for in Chapter 2.08 of the City of Moreno Valley Municipal Code.

4.5 Except as limited by Section 4.4 of this Agreement, the City Council may Terminate GARCIA's employment and this Agreement "without cause" at any time upon thirty (30) calendar days written notice. In the event GARCIA is Terminated "without cause", or asked to resign during such time that GARCIA is willing and able to perform the Duties [Section 1.4] under this Agreement, then CITY agrees to pay GARCIA a lump sum severance payout equal to the monthly Salary [Section 2.1] and Benefits [Section 2.2] of GARCIA on the date of Termination multiplied by the number of months remaining for the Term [Section 1.2] of this Agreement, not to exceed six (6) months, pursuant to Government Code section 53260.

4.6 The City Council may Terminate GARCIA's employment and this Agreement "for cause" at any time upon written notice. "For cause" is defined as any of the following:

- A. an act in bad faith and to the detriment of the City;
- B. any violation of CITY policies;
- C. refusal or failure to act in accordance with any specific lawful direction or order of the City Council;
- D. unfitness or unavailability for service that exceeds thirty (30) consecutive calendar days and is not the result of any excused illness or medical condition;
- E. repeated or multiple instances of neglect of Duties [Section 1.4];
- F. commission of an act involving moral turpitude or other acts which harm or could harm the reputation or interests of the City;



- G. incompetence in the performance of Duties [Section 1.4];
- H. a conviction of a crime, whether misdemeanor or felony (a plea of guilty or *nolo contendere* with respect to any such crime shall be considered a conviction for purposes of this Agreement);
- I. possession of, use of, or working while under the influence of alcoholic beverages or other non-prescribed controlled substances during Hours of Work [Section 1.5] or while on CITY property;
- J. engaging in a Conflict of Interest [Section 7];
- K. commission of acts of theft, embezzlement, fraud or dishonesty;
- L. acceptance of bribes or extortion;
- M. material breach of this Agreement; or
- N. conduct not directly related to the performance of official Duties [Section 1.4] when such conduct has a direct and harmful effect on the reputation or interests of the CITY.

4.7 GARCIA shall not be entitled to any increases in Compensation [Section 2] following the date notice is given by one party to the other of intent not to extend or renew, or to otherwise Terminate this Agreement.

4.8 Upon Termination, GARCIA shall immediately surrender and turn in all CITY Business Equipment [Section 2.5], keys, key cards, cal-cards, and all other CITY property in his possession. GARCIA shall be afforded a reasonable opportunity to remove personal possessions from CITY property under the direction and supervision of CITY. In addition, GARCIA shall immediately cease performance of all Duties [Section 1.4] as City Manager and is prohibited from being physically present on CITY property without the prior authorization of CITY.

4.9 GARCIA's employment and this Agreement shall Terminate automatically upon GARCIA's death. In this event, the City shall pay the beneficiary designated by GARCIA in writing, or in the absence of such designation, GARCIA's estate, his accrued and unpaid Compensation [Section 2], if any, through the date of GARCIA's death.

**5. Suspension.**

5.1 CITY may Suspend GARCIA in accordance with the provisions of Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code after giving notice of Termination “for cause” [Section 4.6].

5.2 Additionally, and upon a majority vote of the City Council, CITY may Suspend GARCIA for any of the following reasons until an investigation is completed and GARCIA is either returned to his Duties [Section 1.4] or Terminated [Section 4]:

A. Except to the extent an allegation or accusation arises out of an arrest, detention, or record regarding a referral to, and participation in, any pretrial or post trial diversion program within the meaning of California Labor Code section 432.7, any allegation or accusation of misconduct involving acts that would constitute grounds for Termination “for cause” [Section 4.6]; or

B. Any allegation or accusation of civil rights violations, discrimination, harassment, violence, perjury, or misuse of city resources or property occurring while in the performance of Duties [Section 1.4].

5.3 Any Suspension under this Agreement shall be with full Compensation [Section 2], including the continued accrual of Annual Leave [Section 2.3].

5.4 Upon Suspension, GARCIA shall immediately surrender and turn in all CITY Business Equipment [Section 2.5], keys, key cards, cal-cards, and all other CITY property in his possession. GARCIA shall be afforded a reasonable opportunity to remove personal possessions from CITY property under the direction and supervision of CITY. In addition, GARCIA shall immediately cease performance of all Duties [Section 1.4] as City Manager and is prohibited from being physically present on CITY property without the prior authorization of CITY.

**6. Proprietary Information.** “Proprietary Information” is all information and any idea pertaining to any economic development engaged in or contemplated by the City (or any CITY affiliate), including marketing plans and development projects. Proprietary Information shall include, without limitation, trade secrets, ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, and forecasts. During his employment by CITY, GARCIA shall only use Proprietary Information for the benefit of CITY and as necessary to perform his job responsibilities under this Agreement. Following termination, GARCIA shall not use or disclose any Proprietary Information for the benefit of himself or any third party, except with the express written consent of CITY. GARCIA’s obligations under this Section shall survive the termination of his employment and the termination of this Agreement.

7. **Conflict Of Interest.** GARCIA represents and warrants to CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement. For purposes of this Agreement, “conflict of interest” shall include, but not be limited to, financial conflicts of interest under the California Political Reform Act (Government Code Section 87100 *et seq.*), financial conflicts of interest in contracts (Government Code Section 1090 *et seq.*), the common law appearance of a financial conflict of interest, receipt of a direct monetary gain or loss (Government Code Section 8920), incompatible activities (Government Code Section 1125 *et seq.*), violation of the California Constitution, or any other situation in which GARCIA’s decisions could be influenced to act contrary to the interests of CITY.

8. **General Provisions.**

8.1 **City Policies.** GARCIA agrees to be bound by and comply with all adopted or written CITY policies at all times during the Term [1.2] of this Agreement.

8.2 **Vehicle Operation.** GARCIA shall operate any vehicle used in connection with the performance of his duties as City Manager in a safe manner and otherwise in observance of all established traffic safety laws and shall maintain a valid California automobile’s driver’s license during the Term [Section 1.2] of this Agreement.

8.3 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and at the last known address maintained in GARCIA’s personnel file. GARCIA agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

**City’s Notice Address:**

City of Moreno Valley  
c/o City Clerk  
P.O. Box 88005  
14177 Frederick Street  
Moreno Valley, California 92552-0805

**City Manager’s Address:**

[Deliver to last updated address in personnel file]

8.4 **Indemnification**. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 *et seq.*] the CITY will indemnify, defend, and hold GARCIA harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission in the course and scope of GARCIA's employment as City Manager.

8.5 **Bonding**. The CITY shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

8.6 **Integration**. This Agreement is intended to be the final, complete, and exclusive statement of the terms of GARCIA's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of GARCIA, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to GARCIA and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

8.7 **Amendments**. This Agreement may not be amended, altered or modified, except in a written document signed by GARCIA, approved by the City Council and signed by the Mayor.

8.8 **Waiver**. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

8.9 **Assignment**. Neither party may assign its rights or obligations under this Agreement.

8.10 **Severability**. If a court holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

8.11 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

8.12 **Interpretation**. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are

used for reference purposes only and should be ignored in the interpretation of the Agreement.

8.13 **Acknowledgment.** GARCIA acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

**IN WITNESS WHEREOF**, the CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and GARCIA has signed and executed this Agreement, as of the Commencement Date indicated above.

**CITY MANAGER**

**CITY OF MORENO VALLEY**

\_\_\_\_\_  
Henry T. Garcia

\_\_\_\_\_  
Richard A. Stewart, Mayor

**APPROVED AS TO FORM**

**ATTEST**

\_\_\_\_\_  
Robert L. Hansen, City Attorney

\_\_\_\_\_  
Jane Halstead, City Clerk

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# CITY MANAGER'S REPORT

**(Informational Oral Presentation only –  
not for Council action)**

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ORDINANCE No. 822

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA AMENDING TITLE 12 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING CHAPTER 12.14 RELATING TO ROTATIONAL TOWING SERVICES FOR THE CITY OF MORENO VALLEY AND ADDING THERETO A NEW CHAPTER 12.14 ENTITLED POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE

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

SECTION 1: REPEAL OF CHAPTER 12.14, POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE

Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service of Title 12, Vehicles and Traffic of the Moreno Valley Municipal Code is hereby repealed. The repeal will only to be effective upon the effective date following the adoption of the reenactment of said Chapter 12.14 as set for in Section 2 of this Ordinance.

SECTION 2: ADDING CHAPTER 12.14, POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE

Title 12, Vehicles and Traffic of the Moreno Valley Municipal Code is hereby amended by adding thereto Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service to read as follows:

**Chapter 12.14  
POLICE AND CITY OF MORENO VALLEY  
ROTATIONAL TOW SERVICE**

Section:

- 12.14.010 Intent and purpose.**
- 12.14.020 Definitions.**
- 12.14.030 City business license and permits required.**
- 12.14.040 Selection of towing services.**
- 12.14.050 Rotation tow lists.**
- 12.14.060 Official police department and city tow operator's permit.**
- 12.14.070 Tow truck driver's permit.**
- 12.14.080 Tow truck classifications.**
- 12.14.090 Liability insurance.**
- 12.14.100 Storage facility.**
- 12.14.110 Standard rules of operation.**

- 12.14.120 Additional services to be provided.**
- 12.14.130 Response to calls.**
- 12.14.140 Rates.**
- 12.14.150 Suspension and revocation.**
- 12.14.160 Summary suspension of permit pending opportunity for hearing.**
- 12.14.170 Hearing and procedure.**
- 12.14.180 Hearing officer.**
- 12.14.190 Hearing officer—Power and duties.**
- 12.14.200 Findings and determination by the hearing officer.**
- 12.14.210 Notice and surrender.**
- 12.14.220 Surrender of permit.**
- 12.14.230 Appeal to city council.**
- 12.14.240 Permits in effect at the time of adoption.**

**12.14.010 Intent and purpose.**

A. It is the intent of this chapter to prescribe the basic regulations for the operation of an official Rotational Tow Service Program in police emergency situations, removal of illegally parked, vehicles that are being operated contrary to law, and/or in the removal of vehicles which are apparently abandoned, or involved in an accident, or which constitute an obstruction to traffic because of mechanical failure.

B. The intent of this chapter is to also establish regulations and procedures for the abatement of abandoned, inoperative and dismantled vehicles as set forth in chapter 11.24 of this code.

C. It is the purpose of the City Council in enacting the ordinance codified in this chapter to provide a fair and impartial means of distributing requests for towing services among qualified firms, and to ensure that such service is prompt and reasonably priced, and in the best interests of the public as well as the interest of efficient policing operations for the removal of such vehicles from public streets.

**12.14.020 Definitions.**

Unless the context in which used requires otherwise, the following words and variant thereof, shall have the following meanings:

“Appeal” means the final level of review for written reprimands, suspensions, terminations, or review of a decision regarding disciplinary action.

“Area” means the corporate boundary of the City of Moreno Valley.

“Attendant” means individual responsible for staffing the storage yard facility.

“Base Services” means any service or Tow which is performed when the vehicle Operator or agent is present and the vehicle is not stored at the direction of an officer.

“City” means the City of Moreno Valley.

“Financial & Administrative Services Director” means the position in the Financial & Administrative Services Department in charge of the administration of the financial affairs of the City.

“Driver” means a trained and/or qualified licensed individual who operates/drives a Tow car or Tow Truck.

“Driver’s Permit” means the driver’s Permit issued to a driver that has completed an application and complied with the requirements outlined in Section 12.14.070.

“Enrollment Period” means the period of time when a Tow Operator or Business may submit an application for inclusion on the City’s rotation Tow list.

“Garage or Storage Facility” means the area where a Tow Operator or Business stores or impounds vehicles in connection with the City’s Rotational Tow Service Program and complied with the requirements outlined in Section 12.14.100.

“Incident” means a traffic collision, crime scene, or similar event in which the police department or city contacts a tow operator on the rotation tow service program to remove a vehicle or vehicles.

“Indoor storage” means an enclosed weathertight building for the purpose of storing vehicles in conjunction with the city’s rotational tow service program. The building shall have a roof and four walls and shall be able to be secured from entry by unauthorized persons. A wall or walls shall have an opening of sufficient size to permit a vehicle to be moved in and out. Said building shall be in compliance with the city’s zoning and building code regulations and shall have a certificate of occupancy for commercial storage of vehicles.

“License Division” means the City Business license division of the Financial & Administrative Services Department.

“Load Salvage Operations” means any Operator or Business involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will be limited to operations involving Class B, C, and D Tow Trucks.

“Notice” means any notices shall be in writing and delivered to the other party in person, via facsimile, and/or by first-class U.S. Mail from a duly authorized representative of the City or Operator.

“Official Police and City of Moreno Valley Tow Service” or “Operator” means a Towing Operator or Business that has a valid agreement with the City and is selected to be used, on call, and on an alternate basis, where a Tow Truck is required.

“Permit” means the Operator’s Permit issued to a Tow Operator or Business that has complied with all sections of this chapter to the satisfaction of the City Council.

“Personal Property” means items which are not permanently affixed to the vehicle.

“Rate” means the rate charged by the Tow Operator or Business to a vehicle’s owner or his/her agent as approved by the City Council.

“Response Time” means the period of time between when an Operator is notified by the City or Police Department of a call to the arrival of the Tow Truck at the location requested.

“Rotation List” means a list of authorized tow operators permitted to remove a vehicle or vehicles on the tow rotation service program.

“Rotational Tow Service Program” means the City’s official program of selecting Tow Operators to assist the Police Department and City in removing vehicles from the public right-of-way and private property as set forth in this chapter.

“Suspension” means the removal of an Operator from the City’s Tow rotation list for a specified period of time regardless of any contract period or time.

“Termination” means the permanent removal of a Tow Operator from the City’s Rotation Tow List for the remainder of the term of the Tow Service Agreement and disqualification from any further participation in the City’s Rotation Tow Service Program.

“Tow Car” or “Tow Truck” is a motor vehicle which has been altered or designed and equipped for and exclusively used in the business of towing vehicles by means of a crane, towbar, towline or dolly or is otherwise exclusively used to render assistance to other vehicles and in compliance with section 615 of the California Vehicle Code. Also includes slide-back carriers and wheel-lift vehicles.

“Tow Operator” or “Business” means a company approved by the City to remove, impound and store vehicles in association with the City’s Rotational Tow Service Program.

“Tow Service Agreement” means a document which sets forth the terms and conditions of an agreement between the City and Operator on the tow rotation list.

“Vehicle Recovery Operation” means an operation involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This will normally be limited to operations requiring a Class B, C, or D Tow Truck(s).

**12.14.030 City business license and permits required.**

A. No towing business may participate in the assignment of service calls on a rotational basis by the Police Department or the City unless it has a valid City business license to do business and is operating from a physical location in the City of Moreno Valley as set forth in this code.

B. No person shall operate a Tow Truck as part of the City’s Rotational Tow Service in the City unless he or she holds a valid Tow Truck Driver’s Permit issued by the City.

C. Only those Tow Operators or Businesses approved by the City and possessing a valid Tow Operator’s Permit and Tow Service Agreement shall be permitted to remove, tow, impound and/or store a vehicle as part the City’s Rotational Tow Service Program.

**12.14.040 Selection of towing services.**

A. The City Manager or his/her designee shall solicit proposals from Tow Operators to participate in the City’s Rotational Tow Service Program. The proposals shall be accompanied by the fee as established by resolution of the City Council. The fee is not refundable.

B. Proposals submitted by Tow Operators shall be evaluated by City staff and presented to the City Council for approval

C. The term of a Tow Service Agreement shall not exceed five (5) years. Tow Operators not participating in the process will not be eligible to participate in the City’s Rotational Tow Service until the City establishes an open enrollment period. The enrollment period shall be open for at least 30 days.

D. Only those Tow Operators who enter into a contractual agreement with the City shall be permitted and be required to affix a decal or other permanent marking “Official Police and City of Moreno Valley Rotational Tow Service” to permitted Tow Trucks. Tow truck and/or other vehicles owned and operated by the Tow Operators that have not been inspected and approved by the City to participate in the City’s Rotational Tow Service Program shall not, in any way, maintain a decal or other markings or advertisement that the vehicle or vehicles are part of the Program.

E. Tow Operators applying for the City's Rotational Tow Service shall have a minimum of three (3) verifiable years of for-hire towing experience, as an owner or principal, prior to the final filing date of an enrollment period in order to qualify for the program. The City shall verify that a Tow Operator meets the minimum three (3) years of experience.

F. A Tow Operator or Business not having a valid Tow Operator Permit or Tow Services Agreement shall be prohibited from participating in the City's Rotational Tow Service Program. Any tow person violating this chapter shall be guilty of a misdemeanor and shall be prosecuted either criminally or civilly pursuant to Chapter 1.10, Civil Citations, of the Moreno Valley Municipal Code.

G. Tow Operators who enter into a contractual agreement with the City shall deposit with the City the fee established by resolution of the City Council to cover its costs to administer the terms and conditions of the Tow Service Agreement and the regulations of this chapter. A Tow Operator that fails to deposit with the City the required funds as set forth in the resolution of the City Council shall be in violation of this chapter and shall be prosecuted accordingly.

#### **12.14.050 Rotation Tow lists.**

A. For operational reasons, the Police Department and City shall maintain the same rotation tow lists where practical and establish policies and procedures as to fairly distribute calls to the Tow Operators or Businesses approved by the City to participate in the Rotational Tow Service Program. Each list will include the same Tow Operators as approved by the City Council and have a valid Tow Service Agreement.

B. Nothing shall prohibit a Class B, Class C or Class D operator from maintaining a place on a lighter class rotation list. (See Section 12.14.080 for description of classifications.)

Regardless of the class of Tow Truck used in response to a call from the City, charges to the vehicle's registered owner or his/her authorized agent shall not be more than the class of vehicle towed or serviced, except when recovery operations require a larger class of truck.

C. If two or more Tow Operators are called to the same incident, distribution of the vehicles shall be at the discretion of the Police Department or City.

The Police Department may direct a Tow Operator to move vehicles to help clear a roadway or for lifesaving operations. Tow Operators shall provide the requested assistance at no cost to the City.

D. At the direct request from an owner of a vehicle or his/her authorized agent, a police officer may contact any Tow Business for services unless said request would be in violation of local, state or federal law or regulation or cause a delay in

protecting the public's general health and safety. If an owner of a vehicle or his/her authorized agent request a tow service of their choosing, they assume full responsibility for any fees for service the owner's tow service may impose.

E. After any type of major collision, the Police Department shall have the authority to order any Tow Operator to tow vehicles to any location necessary for investigative purposes.

#### **12.14.060 Official police department and city tow operator's permit.**

A. In addition to having a valid City Business license to conduct Business in the City, the Tow Operator participating in the City's Rotation Tow Services Program shall also apply for and receive a Tow Operator's Permit. A Tow Operator's Permit application shall be filed with the Financial & Administrative Services Director or his/her designee, shall be verified under penalty of perjury, and shall be accompanied by the fee as established by resolution of the City Council. The fee shall not be refundable. It shall contain or be accompanied by the information and documentation specified in this section. Applications for Permits to conduct the Tow Business shall be filed with the City on a form approved by the Financial & Administrative Services Director or his/her designee. Such application shall demonstrate that the applicant possesses a business license pursuant to Chapter 5.02 of this code. In addition, such application shall provide the following information:

1. Name/Description. Name and description of applicant.
2. Address. Permanent home address and full business address of applicant if an individual; of each partner if a partnership; and of each officer if a corporation.
3. Garage or Storage Facility. The place where the vehicles towed are to be stored or impounded.
4. Fingerprints and Photographs. Applicant shall be fingerprinted and photographed by the Police Department upon referral of the Financial & Administrative Services Director or his/her designee, and a record check made. The cost of the foregoing shall be established by resolution of the City Council and be borne by the applicant. The photographs taken by the Police Department will be used throughout the permit process, whenever photographs are required to be made part of the record.
5. Criminal Record. A statement as to whether or not the applicant, or any officer or partner of the applicant has been convicted of a felony within the immediately preceding ten (10) years, and the nature of each such offense and the punishment or penalty assessed, thereof.
6. Vehicle Data. The number of Tow Trucks to be operated or controlled by the applicant in the conduct of the Tow Business, and the make, body

style, year, vehicle identification number, state license plate number, and the name of legal and registered owner of each vehicle.

7. Vehicle Description. A description of the proposed color scheme, insignia, trade-style and any other distinctive characteristic or design to be used to identify such vehicles.

8. Previous Licensing. A statement of whether or not the applicant has ever had any permit or franchise for a Tow Business issued to him/her that has been suspended or revoked, and, if so, the circumstances of each such suspension or revocation, whether in the City or elsewhere.

9. Insurance. A certification or policy of insurance in the manner and form required by Section 12.14.090.

10. Corporation Data. If the applicant is a corporation, a copy of the current Articles of Incorporation, certified as to being true and correct by the California Secretary of State, within sixty (60) days prior to the date of application, the most current corporate bylaws and any applications, permits or notifications for the issuance of shares filed with or issued by the commissioner of corporations.

11. Business Office and Telephone Maintenance. A statement that the applicant will maintain at the principal place of business located in the City of Moreno Valley, and in operating order at all times, at least one telephone line. At all times there will be an attendant in charge of said telephone or telephones to dispatch Tow Trucks in response to requests therefor. After-hour answering services fulfill this requirement.

B. Prior to the issuance of a Tow Service Agreement by the City Council, the Tow Operator shall provide evidence that:

1. The application conforms in all respects to the provisions of this chapter.

2. The applicant's garage or storage facility is located within City limits.

3. The applicant is financially responsible and otherwise able to provide the service.

4. The applicant, and all officers or partners are likely to provide Tow services in a responsible and satisfactory manner. In making such determination, the Financial & Administrative Services Director or his/her designee shall consider whether the applicant or any officer or partner of the applicant;

a. Has previously provided responsible and satisfactory tow services,



b. Has not previously violated the terms of this chapter or of any similar enactment of the City or of any other jurisdiction resulting in the revocation of a permit and/or removal from a tow rotation program.

C. A Tow Operator shall not have a financial interest in any other tow business participating in the City's Rotational Tow Service Program. Any violation of this section shall cause the immediate revocation of a Tow Operator's Permit for the balance of the contract period.

D. A Tow Operator's Permit is valid for one year. The failure of a Tow Operator or Business to apply for and receive approval of a subsequent permit by the City shall suspend the Tow Operator from participating in the City's Rotational Tow Service Program. At such time the Tow Operator or Business is issued a valid permit, the Tow Operator or Business shall be permitted to participate in the City's Rotational Tow Service Program.

#### **12.14.070 Tow truck driver's permit.**

A. The Tow Operator shall ensure that only qualified and competent Tow drivers respond to calls initiated by the Police Department or City. All Tow Truck Drivers must obtain a permit from the City's Financial & Administrative Services Director or his/her designee. Each applicant shall be required to be photographed and fingerprinted. Each Tow Truck Driver's Permit application, including renewal, replacement and duplicate applications, shall include the following information:

1. The name of the applicant, including all other names if any, by which the applicant has been known.
2. The applicant's race, color of eyes and hair.
3. Whether the applicant has been convicted or pled guilty or nolo contendere to any felony within the prior ten (10) years, and if so, the date, nature of the offense, the punishment or penalty assessed therefor, and the court in which such conviction was obtained or plea of guilty or nolo contendere was entered.
4. The class and number of the applicant's California Driver's License and restrictions thereon, if any, and whether any license of applicant to drive has ever been suspended or refused or revoked, and if so, details of the reasons therefor and the disposition of the matter, including the dates of any such suspension or revocation.
5. A statement showing each address at which the applicant has resided during the preceding year.

6. A statement of the applicant's physical condition, including a statement of whether the applicant has ever had epilepsy, blackout periods, fainting spells, or been addicted to the use of alcohol, narcotics or other dangerous drugs.

7. A current California Driver's License record listing driving violations, if any, issued by the California Department of Motor Vehicles within thirty (30) days prior to the date of application. This California Driver's License shall be valid for the class of Tow Trucks to be driven by the driver.

B. Record Check. Applicant shall be finger printed and photographed by the Police Department upon referral of the Financial & Administrative Services Director or his/her designee, and a record check made. The fee for the foregoing shall be as set by resolution of the City Council and the fee shall be paid by the applicant at the time the application is submitted. The photographs taken by the Police Department will be used in all cases where photographs are required for implementation of this chapter.

C. Employment of Qualified Drivers. Every holder of City Tow Operator Permit to do business as a Tow Operator in the City shall employ as drivers only persons who are physically and mentally fit and able to perform such duties. It shall be the responsibility of the Tow Operator Permit holder to select and employ drivers who are familiar with the streets and addresses in the City. No Tow Operator Permit holder shall employ or retain in employment any person as a driver who violates laws governing morals, motor vehicle operations, or any provision of this chapter.

D. Nontransferable. Tow Truck Driver's Permits are not transferable, except that the holder of such a Permit may use the same Permit if he or she changes employment from one Tow Operator to another.

E. Termination. Within ten (10) days of terminating any driver, the Tow Operator shall serve notice to the Police Department and the City.

F. Tow Operators shall comply with the United States Department of Transportation regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991 and subsequent revisions.

G. Tow Operators shall be enrolled in the Employer Pull Notice program as set forth in California Vehicle Code Section 1808.1. The Tow Operator shall include mandated and non-mandated employees that are required to drive as part of his/her duties for the Tow Business.

H. A Tow Truck driver's Permit is valid for one year. The failure of a Tow Truck driver to apply for and receive approval of a subsequent Permit by the City shall suspend the driver from participating in the City's Rotational Tow Service Program. At such time the Tow Truck Driver is issued a valid Permit and is employed by a Tow Operator licensed pursuant to this chapter, he/she shall be permitted to participate in the City's Rotational Tow Service Program.

**12.14.080 Tow truck classifications.**

A. An Operator shall equip and maintain Tow Trucks in accordance with the provisions set forth in the California Vehicle Code (CVC), Title 13 of the California Code of Regulations and the specifications contained in this chapter, and consistent with industry standards and practices by the City.

Any and all Tow Trucks used by a Tow Operator or Business in connection with the City’s Rotational Tow Service Program shall be inspected annually by the California Highway Patrol and be issued a commercial vehicle safety alliance (CVSA) decal prior to permitting a tow truck to participate in the City’s Rotational Tow Service Program. A Tow Operator shall produce current California Highway Patrol forms CHP 407F, Safetynet Driver/Vehicle Inspection Report, and CHP 234B; Tow Truck Inspection Guide, at the time a Tow Operator applies for a Tow Truck Permit. If the Tow Operator or Business fails to have the Tow Truck or Trucks inspected, such Tow Truck or Trucks shall not be permitted to participate in the City’s Rotational Tow Service Program. Once the City has inspected the Tow Truck or Trucks and has determined it meets the provisions of the California Vehicle Code and this Chapter, the Tow Truck or Trucks will be permitted to tow vehicles in connection with the City’s Rotational Tow Service Program.

B. Notwithstanding Section 615 CVC, all Tow Trucks shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this chapter. For the purpose of this chapter, “a trailer for hire that is being used to transport a vehicle” shall not qualify as a primary Tow Truck for Tow rotation lists.

A violation of the Gross Vehicle Weight Rating (GVWR) and safe loading requirements of a Tow Truck shall be cause for immediate suspension as defined and outlined in this chapter. This includes exceeding the Tow Truck’s GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty (50) percent of the Tow Truck’s unladen weight on the front axle when lifting/carrying a load.

C. There will be four classes of Tow Trucks covered under this chapter. If the weight rating of the class of Tow Truck changes, said weight ratings of the class of Tow Truck or Trucks shall replace those weight ratings described below.

1. Class A—Light Duty. A Tow Truck with a manufacturer’s gross vehicle weight rating (GVWR) of at least 14,000 pounds with wheel-lift capability, and may have a car carrier.

a. A Tow Truck company that has a car carrier may be exempted from the wheel-lift capability requirements. However, the car carrier must be an additional unit.

b. A “trailer for hire” shall not be approved for listing as a Class A Tow Truck.

2. Class B—Medium Duty. A Tow Truck with a manufacturer’s gross vehicle weight rating (GVWR) of at least 26,000 pounds. The Truck shall be capable of providing air to the towed vehicle’s brakes.

a. A Tow Truck company may also have a car carrier. However, the car carrier must be an additional unit.

3. Class C—Heavy Duty. A Tow Truck with a manufacturer’s gross vehicle weight rating (GVWR) of at least 48,000 pounds. The Truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle’s brakes.

4. Class D—Super Heavy Duty. A Tow Truck with a manufacturer’s gross vehicle weight rating of at least 52,000 pounds. The Truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle’s brakes.

D. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a Tow Operator shall equip all Tow Trucks participating in the City Rotational Tow Service Program with the appropriate equipment as required by the California Vehicle Code and other regulations governing Tow Trucks.

#### **12.14.090 Liability insurance.**

A. Insurance — Motor Vehicle Liability Policy Required. Before any Permit may be issued for a Tow company, the owner or Tow Operator shall file with the City’s Risk Manager a motor vehicle liability insurance policy, or a certification of the coverage required by this section, covering each Tow Truck used in the permitted business and a California admitted corporation shall issue the liability insurance in the state of California, which policy shall conform in all respects to the requirements of this chapter.

B. Liability Amounts. The required motor vehicle liability policy shall insure the owner, the City and its officers, agents and employees as additional insured, and any other person using or responsible for the use of any such vehicle with the consent, expressed or implied of such owner, against loss from the liability imposed upon such owner or person by law for injury to, or death of any person, or damage to property growing out of the maintenance, operation or ownership of any Tow Truck, in the minimum amount set forth by the City’s Risk Manager for public liability and for property damage.

C. Compliance. All motor vehicle liability policies shall be subject to the approval of the City’s Risk Manager. At any time a motor vehicle liability policy is found to be insufficient for any cause, the City Manager or his/her designee will remove the affected Tow service Business from the Rotational Tow Service Program. If the owner fails to replace the motor vehicle policy or policies within ten (10) days after the City

Manager gives notice of such insufficiency with good and sufficient policies approved by the Risk Manager, then the Tow Operator's Tow Service Agreement issued hereunder shall be automatically suspended until such time as a sufficient policy has been furnished. Upon direction of the City Manager, the Police Department shall enforce such suspension.

D. Policy Endorsement. Every policy and every certificate of motor vehicle liability insurance coverage filed pursuant to the provisions of this chapter shall contain the following endorsements:

1. It is hereby understood and agreed that, notwithstanding expressions or provisions consistent with or contrary thereto in this policy contained, the policy is expressly issued to cover a motor vehicle regulated by the provisions of Chapter 12.14 of the Moreno Valley Municipal Code. This policy shall inure to, and be for the benefit and protection of, each person who shall sustain any damages or injury, or to the heirs, personal representatives, administrators, executors or assigns of any such person who may be so damaged or injured or suffer death by reason of the operation of a motor vehicle covered by this policy or from the defective condition thereof. Liability under this policy shall be in no manner abrogated or abated by the death of the tort-feasor or the insured.

2. This is a continuing liability for claims incurred up to the full amount hereof, notwithstanding any action or recovery thereon.

3. No cancellation or reduction in coverage of this policy for any reason whatsoever shall become effective until the expiration of thirty (30) days after written notice of such cancellation or reduction in coverage shall have been given in writing to the City Manager or his/her designee. The thirty (30) day period shall commence upon the date the notice is actually received by the City Manager if personally delivered, or, if by registered United States mail with return receipt requested, on the second business day after the notice is deposited in the United States Mail, postage prepaid or on the date of receipt shown on the return receipt, whichever is later.

#### **12.14.100 Storage facility.**

A. Storage Facility Standards. The Tow Operator shall provide for the City's Tow rotation program, storage space for a minimum of one-hundred fifty (150) vehicles including a minimum of five (5) vehicles of indoor storage. Said storage spaces shall be dedicated to the City's Rotational Tow Service program. The following standards of performance must be maintained:

1. Storage Facilities must be located within the City and clearly marked. Any and all signage for the facilities must be in conformance with the City's municipal code.

2. All vehicles are to be stored at a Storage Facility properly zoned for this use within the City. Vehicles that have been approved by the Department of Motor Vehicles for lien sale must be sold from a storage facility or other approved location by the City to conduct such a business within the City limits.

3. Each impounded or stored vehicle shall be a minimum of two and one-half feet from any other vehicle, structure or object.

4. All stored vehicles shall be reasonably accessible to the vehicle's owner or vehicle owner's agent and the Police Department or City for retrieval, inspection and/or identification.

5. Owners shall be able to retrieve a stored vehicle 24 hours a day, seven days a week including holidays, within one hour upon notification by the Police Department or City that the vehicle can be released to its owner or authorized agent.

6. Storage facilities, including the indoor storage of vehicles, shall be monitored by an electronic monitoring or security system and fully secured. Said system shall be subject to review and approval by the Police Department before the Tow Business is permitted to tow and store or impound vehicles as part of the City's Rotational Tow Service Program to said lot.

7. Storage Facilities shall be properly lighted and secured by a six (6) foot high fence as set forth in Title 9 of this code. The fence shall be installed in compliance with any applicable provision of this code and approved by the Police Department and City before the Tow Business is permitted to tow vehicles as part of the City's Rotational Tow Service Program.

8. Storage Facilities owned by a Tow Operator shall not be shared with another Tow Operator. However, a Tow Operator or Business may be permitted on the same lot as long as there is a clear separation between Tow Operators. Each Tow Operator shall fully comply with the provisions of this code.

B. Personal property may be removed from the vehicle and shall be released to the owner of a vehicle at the request of the vehicle owner or his/her agent. When a vehicle has been impounded for evidence or investigation, the Operator shall notify the Police Department or City depending on the agency directing the storage of the vehicle, prior to the removal of property from a stored vehicle and will provide a receipt, with a copy placed in the stored vehicle.

C. Vehicles ordered towed by the Police Department or City will only be released by the Tow Operator under the regulations of the Vehicle Code and the City of Moreno Valley. The City will provide Tow Operators with appropriate regulations including updates to these regulations as they occur.

D. Prior to the utilization of new storage facilities that were not listed on the Tow Operator's Permit application for the Rotation Tow Service Program, the Tow Operator shall obtain the approval of the City to ensure that the new Garage or Storage Facility meets all applicable regulations.

E. The Operator shall maintain, at a minimum, business hours at the primary place of business of the Tow Operator of Monday through Friday, eight a.m. to five p.m. except for the following recognized holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving Day, and Christmas Day.

F. Annual storage facility inspections. Tow Operators shall have its Storage Facility inspected annually. The failure of a Tow Operator or Business to have its Storage Facility inspected annually by the City shall have its Tow Permit suspend and shall not participate in the City's Rotational Tow Service Program. At such time the Storage Facility is inspected by the City and found to be in compliance with this Chapter, the Tow Operator or Business shall be permitted to participate in the City's Rotational Tow Service Program.

#### **12.14.110 Standard rules of operation.**

A. Any requests for the removal of traffic hazards shall be made through the Police Department.

B. When it becomes evident that there will be a delay in responding to a Police Department or City request for towing service, the responding Towing Operator shall advise the agency requesting the tow services if the delay will exceed the maximum response time in Section 12.14.130(A).

C. The Tow Operator or Business shall be capable of responding to Police or City requests for towing of vehicles and release a vehicle to an owner of a vehicle or his/her authorized agent twenty-four (24) hours a day, seven days a week. An answering service fulfills this requirement.

D. Removing Hazards. After being dispatched by the Police Department or City to the scene, the Tow Truck Driver shall cooperate with the police officer(s) or City official in removing hazards and illegally parked vehicles as requested. It is the duty of the police officers or City to determine when such a vehicle should be impounded or moved, and the driver shall abide by their decisions.

E. Each Towing Operator or Business shall comply with Section 27907 of the Vehicle Code of the state of California regarding signs on Tow Trucks. Only Tow Trucks bearing the name of the Tow Operator called shall be dispatched to the scene of need.

F. All Tow Operators shall conduct their business in an orderly, ethical, businesslike manner and use reasonable means to obtain and keep the confidence of the motoring public.

G. Towing Operators participating in City's Rotational Tow Service Program shall be responsible for the acts of their employees (office and field personnel) while on duty. A Tow Operator shall be responsible for damage to vehicles while in their possession.

H. A Tow Operator's records, equipment and Storage Facilities shall be subject to periodic checks by Police Department investigators and/or the City during regular Business hours. Failure to permit the periodic checks will be considered a breach of the Rotational Tow Service Agreement and shall cause the immediate suspension of the Tow Operator from the City's Rotational Tow Service Program.

I. All vehicles stored or impounded as a result of a tow ordered by the Police Department or City shall be made available to the owner of the vehicle or his representatives, an authorized insurance agent, insurance adjustor, or body shop or car dealer, for the purpose of estimating or appraising damages, with the exception of vehicles with a "police hold." The Tow Operator shall keep a written record of every vehicle stored for a period longer than twelve (12) hours pursuant to section 1065(a) of the California Vehicle Code.

J. The permitted Tow Business shall record their time in and their time out on every City requested tow truck assignment. Such records shall be available and open to examination by the Police Department and/or City.

K. All permitted Tow Businesses shall submit a monthly Rotational Tow Service Program report to the Police Department and City within ten (10) Business days of the last day of each month. The report shall include the following:

1. Total Police and City impounds;
2. Number of times dispatched by Police Department or City;
3. Number of these calls resulting in impounds;
4. Number of vehicles sold on lien sale under authority of Section 3072, Civil Code, and reporting said lien sales as per authority of Section 851.2 CVC;
5. Number of vehicles sold under low value vehicles as defined by California Vehicle Code Section 22851.3;
6. Number of calls which required more than one hour's time.



L. All Tow Trucks used shall have two-way communication with the Tow Operator's communication center.

M. A Tow Operator shall not proceed with any repair work on a vehicle or place any charges against a vehicle other than those occasioned by removal from the street and storage unless authorized by the vehicle owner or his designated agent.

N. A Tow Operator, when disposing or dismantling of unclaimed vehicles, shall abide by all Civil and Vehicle Code Sections pertaining thereto.

O. All vehicles stored or impounded as a result of a tow ordered by the Police Department or City shall be towed directly to a Tow Operator's approved Storage Facility unless the Police Department, City or other person legally in charge of the vehicle requests that it be taken to some other location.

P. A Tow Operator shall not begin the lien-sale process for a minimum of five (5) days after the Tow Operator took possession of a vehicle under the City's Rotational Tow Service Program.

Q. The City shall conduct, at a minimum, one (1) annual meeting to discuss with the Tow Operators or his/her designee, the City's Rotational Tow Service Program. Attendance at the meeting is mandatory. The City shall give a 30-day written notice of the meeting.

If a Tow Operator fails to attend the meeting, said Tow Operator shall be suspended until such time that the Tow Operator can attend an alternate annual meeting with the Police Department and City to discuss the Rotational Tow Service Program. Said meeting is mandatory and will be held within sixty (60) days from the date the meeting was originally to be held.

Failure to attend a second, rescheduled mandatory meeting will lead to the termination of the Tow Rotation Service Agreement with the City for the duration of the contract period.

#### **12.14.120 Additional services to be provided.**

Any Tow Operator selected to be part of the Rotational Tow Service Program shall provide to the City, at no charge, emergency response to aid and service all City owned and Police Department vehicles within a reasonable radius of the City.

#### **12.14.130 Response to calls.**

A. The Tow Operator shall respond to Police Department or City, within the maximum response time of twenty (20) minutes or as established by the Police Department. The tow operators on the City's Rotational Tow Service Program shall be notified by the City in writing of any change to the response time. A minimum notice of

fifteen days shall be provided to tow operators before the new response times are implemented. The Tow Operator will advise the Police Department dispatch or City, at the time of notification, if they are either unable to respond or unable to meet the maximum response time. If, after accepting the call, the Tow Operator is unable to respond or will be delayed in responding, the Tow Operator shall immediately notify central dispatch or the City. The Tow Operator shall not assign calls to other Tow Operators and/or Tow Truck Drivers not employed by said tow Operator.

1. The City Council shall establish the terms of the Rotation List to best meet the needs of the Police Department and Code and Neighborhood Services Division. As such, the City Council will establish the type of rotation for the program, for example 24-hour rotation or on a per call (“true rotation”) basis. Should the City implement a call-by-call rotation, the cost to contract with an outside call service for dispatch services shall be shared equally among the operators on the rotation list and the expense for this service shall be paid for by the operators out of the deposit made to the City as required by 12.14.040 G.

2. If the tow operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time, the tow operator shall have forfeited this call and the operator next on the list will be called. If a per call or “true rotation” program is in effect, the operator that was unable to respond will be moved to the bottom of the Rotation List. If a 24-hour rotation program is in effect, that particular call will go to the operator assigned to the next 24-hour rotation but any additional calls will still go to the operator assigned to the shift in effect at that time.

3. Repeated failure to respond and/or failure(s) to respond within the maximum response time requirements, on a continuous basis, shall constitute failure to comply with the terms and conditions of this chapter and the City Council Tow service agreement.

B. A Tow Operator shall not respond to a Police Department or City call assigned to another Tow Operator unless requested to do so by the Police Department or City.

1. There may be times when a driver, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a Police officer requests his/her assistance in clearing the roadway. In such a case, the driver may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the Tow Operator’s place in the rotation.

#### **12.14.140 Rates.**

A. All fees and storage rates shall be charged to a vehicle’s owner or authorized agent. Said fees and storage rates charged for response calls originating

from the Police Department or City shall be reviewed by the City Council and shall be reasonable and not in excess of those rates charged for similar services provided in response to request initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner:

1. The rate for Towing shall be from portal to portal and may be charged at a one-hour minimum. Charges in excess of one hour may be charged in fifteen (15) minute increments. There shall be no additional charges for mileage, labor, etc. Secondary towing requested by the customer may be negotiated by the Tow Operator in accordance with his/her private business practices.

B. Rates for service calls (out of gas, lock outs, etc.) shall be from portal to the end of the service, and may be at the hourly rate with a thirty (30) minute minimum. Charges in excess of thirty (30) minutes may be charged in fifteen (15) minute increments.

C. The fees added for after business hours release of a vehicle shall be no more than one-half the hourly rate, and shall only be allowed if there is no person available at the Storage Facility for release and a call back is required.

D. Storage fees shall be charged by calendar day except that vehicles stored eight hours or less shall be charged no more than one day storage.

E. The schedule of rates shall be posted in the lobby of the Tow Business. These rates shall be displayed on an eleven (11) inch by seventeen (17) inch minimum sign in one-inch lettering. Additionally, rates shall be made available upon demand to person(s) for whom the tow services were provided or his/her agent.

#### **12.14.150 Suspension and revocation.**

A. Tow Operator and Tow Truck Driver Permits may be suspended or revoked by the City after notice and hearing with respect thereto, on the following grounds:

1. That the Tow Operator or Truck Driver has failed to operate in accordance with the provisions of this chapter and the Tow Service Agreement approved by the City Council.

2. That the Tow Operator has failed to maintain or secure insurance on any Tow Truck.

3. That the Tow Operator has failed to provide reasonable services to the City or the Police Department.

4. That the public safety or convenience and necessity would be best served by such revocation or suspension of the Tow Permit for any Tow Operator or Business.

5. That the Tow Permit in question was obtained on the basis of misrepresentation made or induced by or on behalf of the holder of the Tow Permit.

6. That the Tow Operator has engaged in conduct which would have constituted grounds for denial of an application for such a Tow Permit.

7. That the Tow Operator Permits a Tow Truck Driver to respond to a call by the Police Department and/or City in violation of this chapter.

8. That a Tow Operator or Business intentionally overcharges or demonstrates a pattern of overcharging customers.

9. That a Tow Operator or Business fails to maintain a Tow Truck's safety equipment, safe overloading requirements of a Tow Truck, and/or a Tow Truck's gross vehicle weight rating while towing a vehicle.

10. That a Tow Operator fails to permit the Police Department and/or City to inspect its Storage Facilities.

B. The City Council shall establish the manner in which disciplinary action will be considered and the terms for suspension and even termination of a Tow Operator from the City's Rotational Tow Service Program.

C. Nothing shall preclude the City from taking the appropriate enforcement or administrative action for any violation of law.

D. Violations of the terms and conditions of the Tow Service Agreement or this chapter may be cause for disciplinary action in the following manner:

1. First violation within a twelve (12) month period – letter of written reprimand.

2. Second violation within a twelve (12) month period – 1 to 30-day suspension.

3. Third violation within a twelve (12) month period – 60 to 90-day suspension.

4. Fourth violation within a twelve (12) month period – termination of the Tow service agreement for the current contract period.

E. A Tow Operator or Business participating in the City's Rotational Tow Service Program found guilty of a felony is prohibited from participating in the City's Rotational Tow Services program for the current contract period.

**12.14.160 Summary suspension of permit pending opportunity for hearing.**

Notwithstanding section 12.14.170, any police officer duly acting as such within the City has the authority to temporarily suspend a Tow Truck Driver's Permit immediately if the driver thereof is arrested for conduct which jeopardizes the public health or safety.

**12.14.170 Hearing and procedure.**

Prior to any suspension or revocation of a Tow Permit the City Manager or his/her designee shall give the permit holder notice of intent to suspend or revoke the permit and state the proposed grounds for the suspension and revocation. A hearing shall be held within twenty (20) days on whether a Tow Permit should be suspended or revoked. Notice of hearing shall be mailed at least ten (10) days before the hearing by certified mail, with a five-day return requested, to the permittee. If any of the foregoing notices are returned undeliverable by the United States Post Office, the hearing shall be continued to a date not less than ten (10) days from the date of the return and may then be conducted on the date to which continued whether or not the party is present.

**12.14.180 Hearing officer.**

All hearings under this chapter shall be held before a hearing officer. The City Manager, or his/her designee, shall be the hearing officer of the City.

**12.14.190 Hearing officer—Power and duties.**

The hearing officer shall hear all facts and testimony which he or she deems pertinent. The hearing officer shall not be limited by the technical rules of evidence, but may consider any evidence upon which a prudent person might rely in arranging his or her own affairs. The permittee may appear in person at the hearing or present a written statement in time for consideration at the hearing.

**12.14.200 Findings and determination by the hearing officer.**

The hearing officer may impose such conditions and take such other action as he or she deems appropriate under the circumstances to carry out the purpose of this chapter. If an interested party makes a written presentation to the hearing officer but does not appear, he or she shall be notified in writing of the decision. The hearing officer shall have thirty (30) days in which to render a decision.

**12.14.210 Notice and surrender.**

No temporary suspension shall be for a period of more than twenty (20) calendar days. Notice of suspension or revocation shall be given by either personal service on the permittee or by certified mail, return receipt requested and addressed to the address of record on his or her application and, where appropriate, to the address of his or her employer.

#### **12.14.220 Surrender of permit.**

A Tow Operator's Permit issued pursuant to this chapter which have been suspended or revoked must be surrendered to the Financial & Administrative Services Director or his/her designee within ten (10) days of the giving of notice to the holder that the Permit has been suspended or revoked. The operation of any Tow Business or driver authorized by any such Permit shall cease upon receipt by the holder of the notice of suspension or revocation. Such notice shall be deemed to have been received by the holder of the Permit when personally delivered to such person or, if given by certified United States mail with return receipt requested, on the second City business day after the notice has been deposited in the United States mail.

#### **12.14.230 Appeal to city council.**

Any interested party may appeal the decision of the hearing officer pursuant to the hearing and appeal procedure set forth in Sections 2.04.100 through 2.04.130.

#### **12.14.240 Permits in effect at the time of adoption.**

Any Tow Operator Permit in effective at the time this ordinance is adopted shall be null and void unless said Tow Operator is offered a Tow Service Agreement to participate in the City's Rotational Tow Service Program. Said Permit would expire on the date noted on the Tow Operator Permit. A new Tow Operator Permit may be granted at that time if all of the terms and conditions of the City and all regulations of this code are complied with.

#### SECTION 3: EFFECTIVE DATE

This ordinance shall become effective thirty days after the date of its adoption.

#### SECTION 4: SEVERABILITY

If any provision of the ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and the provisions of this ordinance are declared to be severable.

#### SECTION 5: NOTICE OF ADOPTION

The City Clerk shall certify to the adoption of this ordinance and cause it to be posted in at least three places within the City designated for such posting by the City Council.

Approved and adopted this 25<sup>th</sup> day of January, 2011

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Richard Stewart, Mayor

ATTEST:

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Jane Halstead, City Clerk

APPROVED AS TO FORM:

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Robert Hansen, City Attorney

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