

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

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

**January 11, 2011**

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

**City Council Closed Session**

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

**City Council Study Sessions**

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

**City Council Meetings**

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

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

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

Richard A. Stewart, Mayor

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

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

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**January 11, 2011**

**CALL TO ORDER – 6:00 P.M.**

\* SPECIAL PRESENTATION

1. "Spotlight on Moreno Valley Business"

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

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

**REGULAR MEETING - 6:30 PM**  
**JANUARY 11, 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 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

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 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.

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-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;
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.

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 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.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)

**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).

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 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 Resolution No. 2011-08 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 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; and
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

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.

**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)**

**CALL TO ORDER**

**ROLL CALL**

**PUBLIC COMMENTS ON THE SPECIAL MEETING 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**

**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:

**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**

**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**

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

- E.1 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING 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)

**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;
2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;
3. Receive and file with the City Clerk's office the accepted CSD Official Tally Sheet; and
4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charge for Tract 21597.

- 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)

**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

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

**Recommendation: That the City Council:**

1. Conduct a public hearing to consider the action taken by the Planning Commission on October 28, 1010, recommending approval of General Plan Amendment (PA10-0021), and subsequent to the public hearing:

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

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

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

## 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.

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

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

**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)

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

**Recommendation: That the City Council:**

Approve appointments to the various committees and regional bodies as recommended in the 2011 Council Committee Participation list submitted by Mayor Richard A. Stewart:

1. 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);
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 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.

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

## **H. LEGISLATIVE ACTIONS**

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

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

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

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

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

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

**\*Revision to Agenda**

## CLOSED SESSION

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

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

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

The Closed Session will be held pursuant to Government Code:

#### \*<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

#### 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)

Agency Negotiator: Barry Foster, Economic Development Director  
negotiating with potential Developer - Clayton  
Corwin, StoneCreek Company

Under Negotiation: Disposition, price and terms

Owner: Redevelopment Agency

5 SECTION 54957 - PUBLIC EMPLOYEE APPOINTMENT/PUBLIC  
EMPLOYMENT

a) City Manager

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

**ADJOURNMENT**

**MINUTES**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**December 14, 2010**

**CALL TO ORDER**

SPECIAL PRESENTATIONS

1. A Child's Place and Time for Tots Holiday Singers
2. Officer of the Quarter Presentation - Officer Christopher Bayani
3. Recognition of Council Member Richard A. Stewart for 20 Years of Service
4. "Spotlight on Moreno Valley Business"

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

**REGULAR MEETING – 6:30 PM  
December 14, 2010**

**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 6:32 p.m. by Mayor Flickinger in the Council Chamber located at 14177 Frederick Street.

**PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Council Member Molina

**INVOCATION** - Council Member Stewart

**ROLL CALL**

Council:

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

Staff:

Jane Halstead	City Clerk
Cindy Miller	Executive Assistant to Mayor/Council Members
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
Kyle Kollar	Interim Community Development Director
Barry Foster	Economic Development Director
Sonny Morkus	Human Resources Director
Steve Kupsak	Parks & Facilities Manager

**SPECIAL ORDER OF BUSINESS**

- 1 RESOLUTION CERTIFYING GENERAL MUNICIPAL ELECTION RESULTS (Report of: City Clerk’s Department)

**Recommendation: That the City Council:**

Adopt Resolution No. 2010-105 reciting the facts of the General Municipal Election held November 2, 2010, declaring the results and such other matters as provided by law.

Resolution No. 2010-105

A Resolution of the City Council of the City of Moreno Valley, California, Reciting the Facts of the General Municipal Election Held November 2, 2010 Declaring the Results and Such Other Matters as Provided by Law

Mayor Flickinger opened the agenda item for public comments, which were received from Daryl Terrell.

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

- 2 SWEARING-IN OF COUNCIL MEMBERS ELECT (Report of: City Clerk’s Department)

Mayor Flickinger opened the agenda item for public comments, which were received from Alicia Espinoza and Victoria Baca.

City Clerk Jane Halstead swore in Council Member Richard A. Stewart and Council Member Marcelo Co each to serve a four-year term on the City Council.

- 3 CITY COUNCIL REORGANIZATION - SELECTION OF MAYOR AND MAYOR PRO TEM (Report of: City Clerk’s Department)

**Recommendation: That the City Council:**

Conduct the reorganization of the City Council by selecting two Council members to serve one-year terms respectively as Mayor and Mayor Pro Tem.

Mayor Pro Tem Hastings opened the agenda item for public comments, which were received from Daryl Terrell.

**Motion to conduct the selection process by voice vote by m/Council Member Richard A. Stewart, s/Council Member William H. Batey II Approved by a vote of 5-0.**

The City Clerk opened nominations for Mayor.

Council Member William H. Batey II made a motion to nominate Mayor Pro Tem Robin N. Hastings.

Council Member Jesse L. Molina nominated Council Member Richard A. Stewart.

**Motion to close nominations by m/Council Member William H. Batey II, s/Council Member Richard A. Stewart Approved by a vote of 5-0.**

The votes were as follows:

Council Member William H. Batey II – Robin N. Hastings

Mayor Pro Tem Hastings – Robin N. Hastings

Council Member Jesse L. Molina – Richard A. Stewart

Council Member Richard A. Stewart – Richard A. Stewart

Council Member Marcelo Co – Richard A. Stewart

Council Member Richard A. Stewart was selected Mayor by a vote of 3-2.

The City Clerk opened nominations for Mayor Pro Tem.

Council Member William H. Batey II made a motion to nominate Mayor Pro Tem Robin N. Hastings.

Council Member Marcelo Co nominated Council Member Jesse L. Molina.

**Motion to close nominations by m/Council Member William H. Batey II, s/Council Member Richard A. Stewart Approved by a vote of 5-0.**

The votes were as follows:

Council Member William H. Batey II – Robin N. Hastings

Mayor Pro Tem Hastings – withdrew her name

Council Member Jesse L. Molina – Jesse L. Molina

Council Member Richard A. Stewart – Jesse L. Molina

Council Member Marcelo Co – Jesse L. Molina

Council Member Jesse L. Molina was selected Mayor Pro Tem by a vote of 4-0-1.



Reconvened to Regular City Council Meeting

**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 Pro Tem Hastings opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (Item A8).

**A. CONSENT CALENDAR-CITY COUNCIL**

A.1 ORDINANCES - READING BY TITLE ONLY

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

A.2 MINUTES - SPECIAL MEETING OF NOVEMBER 30, 2010 (Report of: City Clerk's Department)

**Recommendation:**

Approve as submitted.

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

**Recommendation:**

Receive and file the Reports on Reimbursable Activities for the period of November 24 – December 7, 2010.

A.4 ACCEPTANCE OF FY10 EMERGENCY OPERATIONS CENTER GRANT FUNDS (Report of: Fire Department)

**Recommendation:**

1. Authorize the acceptance of the FY10 Emergency Operations Center Grant in the amount of \$400,000; establish fund 240.24010 for expenditures related to the grant; establish revenue account 00240.2400.4610.1 for grant reimbursement of operating expenditures; and establish revenue account 00240.2400.4610.2 for reimbursement of capital expenditures; and
2. Approve the expenditure of the FY10 Emergency Operations Center Grant for the Generator Project, EOC Workstation/Peripheral Project, GIS Equipment Project, Traffic Management Display Wall Project, and WebEOC/Security Display Project.

A.5 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM URBAN RUNOFF DISCHARGE PERMIT IMPLEMENTATION AGREEMENT FOR SANTA ANA REGION (Report of: Public Works Department)

**Recommendation:**

1. Approve the National Pollutant Discharge Elimination System (NPDES) Urban Runoff Discharge Permit Implementation Agreement for the Santa Ana Region;
2. Authorize the Mayor to execute said agreement;
3. Direct the City Clerk to attest to said approval; and
4. Direct the City Clerk to transmit said agreement to the Riverside County Flood Control and Water Conservation District.

A.6 SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF) EXPENDITURE PLAN FOR FY 2010-11 (Report of: Financial & Administrative Services Department)

**Recommendation:**

1. Approve the Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2010-11;
2. Approve an increase of \$158,369 to the SLESF Grant Fund FY 2010-11 revenue budget (account 130.1300.4611) to reflect the FY 2010-11 allocation of \$258,369; and
3. Approve an increase of \$158,369 to the SLESF Grant Fund FY 2010-11 expenditure budget (account 130.62890.6251.252) to reflect the FY 2010-11 planned expenditure of \$258,369.

A.7 ORDINANCE NO. 817, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING SECTIONS 9.09.130 SECOND UNIT, 9.09.120 GRANNY UNIT, 9.16.010 DESIGN GUIDELINES, 9.16.130 SINGLE FAMILY DESIGN GUIDELINES AND 9.17, LANDSCAPE REQUIREMENTS AND LANDSCAPE STANDARDS (RECEIVED FIRST READING AND INTRODUCTION NOVEMBER 9, 2010 ON A 5-0 VOTE) (Report of: Community Development Department)

**Recommendation:**

Adopt Ordinance No. 817 approving PA09-0024, amending Sections 9.09.130 Second Unit, 9.09.120 Granny Unit, 9.16.010 Design Guidelines, 9.16.130 Single Family Design Guidelines and 9.17

Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code.

Ordinance No. 817

An Ordinance of the City Council of the City of Moreno Valley, California, amending Title 9 of the City of Moreno Valley Municipal Code regarding Sections 9.09.130 Second Unit, 9.09.120 Granny Unit, 9.16.010 Design Guidelines, 9.16.130 Single Family Design Guidelines and 9.17, Landscape Requirements and Landscape Standards

- A.8 ORDINANCE NO. 819, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION PA10-0031 AMENDING THE MUNICIPAL CODE TO MAKE CHANGES TO PERMITTED USES TABLE 9.02.020-1 BY ADDING THE PHARMACY LAND USE TO THE BUSINESS PARK-MIXED USE (BPX) ZONE (RECEIVED FIRST READING AND INTRODUCTION NOVEMBER 30, 2010 ON A 5-0 VOTE) (Report of: Community Development Department)

**Recommendation:**

Adopt Ordinance No. 819 thereby APPROVING Municipal Code Amendment PA10-0031, based on the findings in the City Council Ordinance.

Ordinance No. 819

An Ordinance of the City Council of the City of Moreno Valley, California, approving application PA10-0031 amending the Municipal Code to make changes to Permitted Uses Table 9.02.020-1 by adding the Pharmacy Land Use to the Business Park-Mixed Use (BPX) Zone

- A.9 ORDINANCE NO. 820, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 12.50 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO LIMITATIONS ON ENGINE IDLING (RECEIVED FIRST READING AND INTRODUCTION NOVEMBER 30, 2010 ON A 5-0 VOTE) (Report of: City Attorney)

**Recommendation:**

Adopt Ordinance No. 820, adding Chapter 12.50 of the Moreno Valley Municipal Code, relating to limitations on engine idling.

Ordinance No. 820

An Ordinance of the City Council of the City of Moreno Valley,

California, adding Chapter 12.50 to the City of Moreno Valley Municipal Code, Relating to Limitations on engine idling.

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

B.1 ORDINANCES - READING BY TITLE ONLY

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

B.2 MINUTES - SPECIAL MEETING OF NOVEMBER 30, 2010 (Report of: City Clerk's Department)

**Recommendation:**  
Approve as submitted.

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

C.1 ORDINANCES - READING BY TITLE ONLY

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

C.2 MINUTES - SPECIAL MEETING OF NOVEMBER 30, 2010 (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 - SPECIAL MEETING OF NOVEMBER 30, 2010 (Report of: City Clerk's Department)

**Recommendation:**  
Approve as submitted.

**Joint Consent Calendar Item A1 through D2 Approved by m/Council Member William H. Batey II, s/Council Member Jesse L. Molina**  
**Approved by a vote of 5-0.**

**E. PUBLIC HEARINGS**

E.1 PUBLIC HEARING TO MODIFY THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES WITH RESPECT TO COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE (Report of: Public Works Department)

Mayor Pro Tem Hastings announced that this is the time and place for the public hearing relating to COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE. This public hearing relates to the proposed changes to the existing rate and method of apportionment of the special taxes authorized to be levied within such community facilities district. Mayor Pro Tem Hastings asked the City Clerk to report on the notice of the public hearing.

The City Clerk reported that notice of the public hearing has been given in the form and manner as required by law.

Mayor Pro Tem Hastings opened the public testimony portion of the public hearing, requesting that each person who speaks give his name and address and state whether he or she is the owner of property within the district or is registered to vote at an address within the district.

The testimony was received from Pete Bleckert (stated he is not involved in it but supports the idea).

Mayor Pro Tem Hastings declared the public hearing closed and asked the City Clerk to report on the protest count, if any.

The City Clerk reported that there was no protest received.

**Recommendation: That the City Council:**

1. Acting in their capacity as the Legislative Body for Community Facilities District No. 4-Infrastructure, after conducting the public hearing: Approve and adopt Resolution No. 2010-106; a Resolution making certain determinations and authorizing the submittal of the proposed modifications to the rate and method of apportionment of special taxes authorized to be levied within such community facilities district to the qualified electors thereof;

Resolution No. 2010-106

A Resolution of the City Council of the City of Moreno Valley, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, Making Certain Determinations and Authorizing the Submittal of the Proposed Modifications to the Rate and Method of Apportionment of Special Taxes Authorized to be Levied Within Such Community Facilities District to the Qualified Electors Thereof

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

2. Direct staff to canvass the ballots received and report the results of the special election to the Legislative Body;

The City Clerk reported the results of the election to the City Council of the City of Moreno Valley, California, acting in its capacity as the legislative body of Community Facilities District No. 4-Infrastructure of the City of Moreno Valley:

Ridge Moreno Valley, LLC – 1 ballot with 106 votes entitled to be cast – Yes  
Ridge Moreno Valley, LLC – 1 ballot with 25 votes entitled to be cast – Yes

Both propositions passed.

3. Approve and adopt Resolution No. 2010-107; a Resolution declaring the results of a special election in such community facilities district; and

Resolution No. 2010-107

A Resolution of the City Council of the City of Moreno Valley, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, Declaring the Results of a Special Election in Such Community Facilities District

**Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina**  
**Approved by a vote of 5-0.**

4. Introduce 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 of apportionment of such special tax and repealing Ordinance Nos. 696 and 765. (ROLL CALL REQUIRED.)

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

**Motion to Approve by m/Council Member Richard A. Stewart,  
s/Council Member William H. Batey II**  
**Approved by a vote of 5-0.**

E.2 ADOPTION OF FY 2011-2012 CDBG AND HOME PROGRAM OBJECTIVES AND POLICIES (Report of: Economic Development Department)

**Recommendation: That the City Council:**

1. Conduct a Public Hearing to allow for the community to comment on the needs of low-to-moderate income residents in Moreno Valley, including the CDBG Target Areas; and
2. Approve the proposed CDBG and HOME Program Objectives and Policies for the 2011-2012 Program Year.

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

**Motion to Approve by m/Council Member Richard A. Stewart,  
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 - none**

**G. REPORTS**

- G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
- a. Council Member Richard A. Stewart report on March Joint Powers Commission (MJPC)

Council Member Stewart reported that demolition of buildings has started within an ongoing schedule and abatement of hazardous materials is in progress; JPA is taking over the management of Green Acres housing rentals; staff is negotiating with a small commuter airline from Arizona to use March Base and with manufacturer to use DHL building facilities

- G.2 PUBLIC MEETING 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)

**Recommendation: That the CSD:**

Acting in their capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board"), accept public comments regarding the mail ballot proceeding for a proposed increase in the CSD Zone D annual parcel charge to fund an increase in the level of maintenance services provided for Tract 21597.

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

No action required.

G.3 FIRST QUARTER BUDGET REVIEW – Fiscal Year 2010-11 (Report of: Financial & Administrative Services Department)

**Recommendation: That the City Council:**

1. Receive and file this report; and
2. Approve the proposed budget development guidelines and review schedule for Fiscal Year 2011-12.

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

**Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina**  
**Approved by a vote of 5-0.**

G.4 REQUEST OF DEVELOPER TO REDUCE CERTAIN SECURITIES FOR CERTAIN PUBLIC IMPROVEMENTS FOR THE HIGHLAND FAIRVIEW CORPORATE PARK PROJECT THAT EXCEEDS THE AUTHORITY OF THE PUBLIC WORKS DIRECTOR AND LDD POLICY 2010-01 (Report of: Public Works Department)

**Recommendation: That the City Council:**

1. Review, consider and take action on developer's request to reduce performance securities for certain public improvements; and
2. Give staff further direction.

Mayor Pro Tem Hastings opened the agenda item for public comments, which were received from Iddo Benzeevi, Pete Bleckert and Deanna Reader.



**Motion for this specific project: authorize staff to waive \$200,000 for potential legal fees; not require 45% soft cost; process any partial reductions based upon the percentages of completion; retain 10% of the original security amount for the one year warranty; up to a maximum of 80% reduction of Faithful Performance security posted by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina**  
**Approved by a 5-0 vote.**

## **AGENDA ORDER**

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

Raoul and Elaine Avila

1. Congratulated Council Member Co and Council Member Stewart on being electing and thanked former Mayor Flickinger for her service
2. Parked cars blocking a driveway in front of their house

Danny Morales

1. Announced that an American GI Forum Chapter has been established in Moreno Valley; Moreno Valley is on the map as a veteran friendly city

Mike Rios, newly elected school district board member

1. Congratulated Marcelo Co and Richard Stewart on election
2. MVUSD Board and City Council need to work together more as a team

Daryl Terrell

1. Thanked the supporters of his RCCD campaign

Librada Murillo (Raul Wilson was the interpreter)

1. Budget for a Spanish interpreter
2. Development of Sunnymead Boulevard

Louise Palomarez

1. Congratulated Council Members Marcelo Co and Richard Stewart
2. Spanish interpreter

Frank Wright

1. Congratulated new council members and thanked former Mayor Flickinger for the outstanding service
2. Crime control; low income housing; property maintenance

Alicia Wright

1. Cutting expenses
2. Friendly business atmosphere

3. Street lights for safe working conditions
4. Speed humps
5. Police

Tom Jerele Sr.

1. Congratulated Council Members Co and Stewart
2. Commercial signage on Sunnymead Blvd.
3. American GI Forum
4. Volunteers to interpret

Courtney Davis, Student Body President at Moreno Valley College

1. Congratulated new Council Members and thanked former Mayor Flickinger
2. Upcoming problem with parking at Moreno Valley College

Pete Bleckert

1. Sidewalks on Heacock
2. Development at Day and Alessandro and redevelopment of Sunnymead Blvd.
3. Road commissioner

## **AGENDA ORDER**

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

The City Manager reported the following:

1. The City is facing budgetary challenges – the seriousness of this problem needs to be communicated with the public; several budgetary measures were undertaken, including 10% reduction in staff salaries at all levels, no merit increases in the past three years, and 25% staff reduction; other measures to be implemented include hiring freeze effective January 2011, reducing the number of CAL-Cards holders by 30% and combining the Economic Development and Community Development Departments. Very difficult decisions need to be made, as some funds are restricted and have to be used for specific purposes only. Meetings soliciting public input will be held
2. Street lights are subsidized \$100,000 per month; city staff is exploring way to mitigate this issue

## **H. LEGISLATIVE ACTIONS**

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

H.2 .1 ORDINANCE NO. 818, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 12.20.020 OF CHAPTER 12.20 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO A PRIMA FACIE SPEED LIMIT FOR CERTAIN STREETS (RECEIVED FIRST READING AND INTRODUCTION NOVEMBER 9, 2010 ON A 4-0-1 VOTE, MOLINA OPPOSED) (Report of: Public Works Department)

**Recommendation: That the City Council:**

Adopt Ordinance No. 818, amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code declaring prima facie speed limits on certain streets (as listed on the ordinance). (Roll call required)

Ordinance No. 818

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code Relating to a Prima Facie Speed Limit for Certain Streets

**Motion to Approve by m/Council Member William H. Batey II, s/ Council Member Richard A. Stewart**  
**Approved by a vote of 4-1, Council Member Jesse L. Molina opposed.**

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 Molina

1. Stated that the School District has interpreters and the City should have one also; suggested sharing an interpreter with School District if meetings are held on different days
2. Would like to bring a volunteer Road Commissioner to be a liaison between the City Council and the Public Works
3. Attended the Moreno Valley Hispanic Chamber of Commerce Installation Dinner, and last Sunday attended the Jewish Chabad Festival
4. On December 13, attended Boy Scouts fundraiser at Outback restaurant; encouraged kids to learn ethic and moral values
5. Wished everyone a Merry Christmas

Council Member Stewart

1. Attended Boy Scouts fundraiser luncheon; announced that Council Member Co is an Eagle Scout (category that is very hard to earn)
2. Asked staff to explain funding of Sunnymead Blvd. improvements and ADA compliance; EDD Director Barry Foster replied that the project was fully funded by combination of redevelopment funds and federal funds; no general funds money were used; Public Works Director Chris Vogt stated that sidewalks were corrected at the developer's expense
2. Explained that public comments were moved towards the back of the meeting to allow business owner items at the front of the meeting
3. Regarding meeting times and dates of the city council and two school boards - the coordination is very good; Joint City/School Districts Task Force meetings are being held, in which council members, superintendents of the two school districts and board members can participate; holding meetings on Tuesday allows the council members to participate in other regional meetings
4. Regarding foreign languages – this is an English-speaking country; encouraged everyone to learn English, as we have other minority languages in the City and it is hard to accommodate everyone; translators are available for people conducting business with the City
5. Business friendly policies are always open to review and revision
6. Attended Hanukah Jewish Festival
7. Moreno Valley Community Band gave a fantastic holiday concert
8. Wished everyone a merry Christmas and a Happy New Year

#### Council Member Co

1. Stated that every immigrant coming to this country needs to learn English; however, we live in a multicultural society and we need to help each other; the City cannot afford a translator right now; therefore, residents need to ask friends to volunteer to translate; stated that he can write and speak five languages
2. Will work with the Sheriff's Department to address crime
3. Addressed the issue of speed humps, about importance to install them to slow down the traffic to prevent accidents
4. Addressed the issue of street lights - turning off street lights will cause an increase in crime; will work to find money to keep street lights on
5. Wished everyone a merry Christmas and a happy New Year and thanked the residents for their input

#### Council Member Batey

1. Suggested putting a telephone number on the cover page of the agenda to contact the City if an interpreter is needed; staff can make arrangements to provide one during the meeting
2. Congratulated Council Member Co and Council Member Stewart on the election
3. Wished everyone happy and safe holidays

#### Mayor Pro Tem Hastings

1. Congratulated Rancho Verde High School for their CIF game
2. Thanked the Time for Tots holiday singers
3. Attended the March demolition of which 80% is recyclable and will be reused for other projects; the project will provide jobs to Moreno Valley
4. Attended the Kid Rock benefit concert for our service men and women at March; a spectacular entertainment for men and women serving our country
5. Congratulated everyone who was elected; thanked former Council Member Flickinger and wished her success in her future endeavors

There being no further business to conduct, the meeting was adjourned at 10:35 p.m. to Closed Session by unanimous informal consent.

### **CLOSED SESSION**

The City Attorney announced that on Friday, December 10, 2010, the City received response to City's counter-settlement offer in the Arch Insurance case. Since the trial date is January 24, 2011, it is imperative that the item be added to the agenda.

**Based on the findings that the matter and the need for immediate action arose after the agenda was posted, Council Member Richard A. Stewart made a motion, seconded by Council Member William H. Batey II to add the following item to the Closed Session agenda:**

SECTION 54956.9(a) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Case: Arch Insurance Company v. City of Moreno Valley  
 Court: Riverside Superior Court  
 Case No.: RIC 513196

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

The Closed Session was held in the City Manager's Conference Room pursuant to Government Code:

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

Number of Cases: 2

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

Number of Cases: 2

3 SECTION 54957 - PERSONNEL MATTERS

a) Public Employee Performance Evaluation: Interim City Manager

4 SECTION 54957 - PUBLIC EMPLOYEE APPOINTMENT/PUBLIC EMPLOYMENT

a) City Manager Recruitment

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

None

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 11:00 p.m. by unanimous informal consent.

Submitted by:

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

Approved by:

---

Robin N. Hastings, Mayor Pro Tem  
Vice President, Moreno Valley Community Services District  
Vice Chairperson, Community Redevelopment Agency of the City of Moreno Valley  
Vice Chairperson, Board of Library Trustees

enl

**MINUTES  
MORENO VALLEY CITY COUNCIL  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY  
SPECIAL CEREMONIAL MEETING – 6:00 P.M.**

**JANUARY 4, 2011**

**CALL TO ORDER** - A Special Ceremonial 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 was called to order at 6:05 p.m. by City Clerk Jane Halstead in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

**NATIONAL ANTHEM** – Moreno Valley Master Chorale

**PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Council Member Marcelo Co

**INVOCATION** – The invocation was given by Deacon Richard Heames, St. Patrick's Roman Catholic Church

**ROLL CALL**

Council:	Marcelo Co	Council Member
	Jesse L. Molina	Council Member
	Richard A. Stewart	Council Member

Absent:	William H. Batey, II	Council Member
	Robin N. Hastings	Mayor Pro Tem

Staff:	Jane Halstead	City Clerk
	Ewa Lopez	Deputy City Clerk
	William L. Bopf	Interim City Manager
	Rick Teichert	Financial & Administrative Services Director
	Robert Hansen	City Attorney
	Michelle Dawson	Acting Assistant City Manager
	John Anderson	Police Chief
	Barry Foster	Economic Development Director
	Chris Vogt	Public Works Director/City Engineer
	Paula Smus	Acting Library Services Division Manager
	Mike McCarty	Parks and Recreation Director

City Clerk Jane Halstead opened the agenda item for public comments, which were received from Frank Wright and Pete Bleckert.

**SPECIAL ORDER OF BUSINESS**

1. Ceremonial Swearing-In and Seating of the Mayor and Mayor Pro Tem -  
Jane Halstead, City Clerk

The City Clerk conducted the swearing-in ceremony for the newly appointed Mayor Richard A. Stewart and newly appointed Mayor Pro Tem Jesse L. Molina.

2. Remarks  
Council Member Marcelo Co  
Mayor Pro Tem Jesse L. Molina
3. Closing Remarks  
Mayor Richard A. Stewart

**ADJOURNED TO SPECIAL MEETING (CLOSED SESSION) AND RECEPTION**

There being no further business to conduct, the meeting was adjourned to Closed Session and the reception at 6:35 p.m. by unanimous informal consent.

Submitted by:

---

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

Approved by:

---

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

enl





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** January 11, 2011

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

---

### RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of December 8, 2010 – January 4, 2011.

<i>Reports on Reimbursable Activities</i> December 8, 2010 – January 4, 2011		
Council Member	Date	Meeting
William H. Batey II	12/15/10	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart		None

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>Rt</i>
CITY MANAGER	<i>W/S</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 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 \$3,279,000; reduce the interest rate significantly on the remaining debt from about 5.25% to an amount of 3.94%; 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 3.94%.

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.

### **ALTERNATIVES**

1. Adopt the proposed resolutions approving the issue of \$3,210,000 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 January 12, 2011 upon City Council and Moreno Valley Financing Authority Board approval on January 11, 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 – 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:

RESOLUTION NO. 2011- 01

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 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 (the "Site Lease"), 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 "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 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 Project Lease is amended and restated to provide the funds necessary to defease and refund the 1997 Bonds and to revise the Lease Payment schedule to reflect such favorable conditions; and

WHEREAS, to facilitate the defeasance and refunding of the 1997 Bonds, the Authority and the City propose to amend and restate the Project Lease (the "Amended and Restated Project Lease") and, in consideration of the payment by the City of the Lease Payments pursuant to such Amended and Restated Project Lease, the receipt of which the Authority will assign to Banc of America Public Capital Corp under an Assignment of the Amended and Restated Project Lease, dated as of January 1, 2011, between the Authority and the Assignee (the "Assignment Agreement"), Banc of America Public Capital Corp will pay to the Authority the funds necessary to defease and refund the 1997 Bonds and to pay the expenses to be incurred by the Authority and the City in undertaking this transaction; 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 defeasance and refunding of the 1997 Bonds and the amendment and restatement of the Project Lease (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 the Amended and Restated Project Lease. The City Council hereby approves the Refinancing Transaction outlined above including without limitation the assignment of the Amended and Restated Project Lease to Banc of America Public Capital Corp. To that end, the City Council hereby approves the Amended and Restated Project Lease (Attachment 1) 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 and 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 Amended and Restated Project Lease.

SECTION 2. Material Terms of Amended and Restated Project Lease. The Amended and Restated Project Lease shall be for a term that does not extend beyond October 15, 2022 (unless extended in the event of default), and the average annual Lease Payment payable by the City under the Amended and Restated Project Lease 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 designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Signature page to follow on the next page.



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

APPROVED AND ADOPTED this 11th day of January, 2011.

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MAYOR

APPROVED AS TO FORM:

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City Attorney

ATTEST:

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City Clerk

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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**

AMENDED AND RESTATED PROJECT LEASE

between

MORENO VALLEY PUBLIC FINANCING AUTHORITY  
Lessor

and

CITY OF MORENO VALLEY  
Lessee

Dated as of January 1, 2011

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PROJECT LEASE

THIS AMENDED AND RESTATED PROJECT LEASE, 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") by first entering into a Site Lease, dated as of November 1, 1997 (the "Site Lease"), recorded in the Official Records of Riverside County, California (the "County") on November 20, 1997 as Document No. 427186, under which Site Lease the Authority leased the Site (as defined herein) from the City and by subsequently entering into the Project Lease, dated as of November 1, 1997 (the "Project Lease"), recorded in the Official Records of the County on November 20, 1997 as Document No. 427187, 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 Project Lease; and

WHEREAS, the 1997 Bonds were issued and are administered pursuant to an Indenture of Trust, dated as of November 1, 1997 (the "Indenture"), by and between the Authority, the City and U.S. Trust Company of California, N.A., as trustee (the "Trustee"); and

WHEREAS, the Authority and the Trustee entered into an Assignment Agreement, dated as of November 1, 1997 (the "Original Assignment Agreement"), recorded in the Official Records of Riverside County on November 20, 1997 as Document No. 427188, under which the Authority, as assignor thereunder, assigned all of its rights to receive the Lease Payments to the Trustee, as assignee thereunder; and

WHEREAS, as a result of favorable interest rate conditions in the municipal bond market, the City will realize savings if the Project Lease is amended and restated to provide the funds necessary to defease and refund the 1997 Bonds and to revise the Lease Payment schedule to reflect such favorable conditions; and

WHEREAS, upon the defeasance of the 1997 Bonds, the Authority and the Trustee shall record in the Official Records of the County such document as shall be necessary to terminate the Original Assignment Agreement and, following the recordation of the Amended and Restated Project Lease in such official records, the Authority and the Assignee shall record the Assignment of Amended and Restated Project Lease, dated as of January 1, 2011, by and between the Authority as assignor and the Assignee as assignee pursuant to which the Authority shall sell, assign and transfer all of its rights to receive Lease Payments hereunder to the Assignee.

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 Amended and Restated Project Lease, 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 “Project Lease” means the Amended and Restated Project Lease 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 X.

“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 Site 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.

“Project” means the financing of the acquisition and construction of a public safety facility and other improvements and equipment to be located on or to serve the Site.

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

“Site Lease” means the Site Lease entered into by and between the Authority and the City, dated as of November 1, 1997.

“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 Site.

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 Site 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 Site, (iv) the use, presence, storage, disposal of any Hazardous Substances on or about the Site, (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 Site 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 Project 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 Site to the City, and the City hereby leases the Site 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 9.2(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 Site) and Article X (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 Site, 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 Site 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 Site 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 Site. In making such determination, consideration has been given to the fair market value of the Site, 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 Site 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 Site and to replace the Site as provided in Section 6.7 hereof, and the transfer of the Authority's leasehold interest in the Site 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), 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 Site 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 Site 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 Site there is substantial interference with the use and possession of such item or portion of the Site 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 Site 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 Site, 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 Site, 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 Site, 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 Site 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 Site 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 Site 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 Site 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 Site, 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 Site 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 by 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 Site by fire or other casualty, and the Net Proceeds of any taking of the Site 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 Site is destroyed or damaged beyond repair at any time during the Term of this Lease, or if the Site 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 Site to full use; (b) replace the Site, at the City's sole cost and expense, with property of equal or greater value to the Site immediately prior to the time of the such destruction or damage, such replacement Site 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 Site 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 Site, 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 SITE

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

#### SECTION 6.2. Interest in the Site.

(a) Authority Holds Interest During Term. During the Term of this Lease, the Authority shall hold a leasehold interest in the Site 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 Site 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 Site 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 Site, and the City shall during such Term peaceably and quietly have and hold and enjoy the Site, 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 Site 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 Site. 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 Site, 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 Site 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 Site.

SECTION 6.5. Access to the Site. 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 Site or any portion thereof to examine and inspect the Site. 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 Site as may be reasonably necessary to cause the proper maintenance of the Site 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 Site, all repair and maintenance of the Site 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 Site 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 Site, 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 Site 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 Site will not be materially endangered and that the Site 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 Site; and the City shall under no circumstances look to the Authority for any part of such costs.

#### SECTION 6.7. Modification of the Site.

(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 Site if such additions, modifications or improvements are necessary or beneficial for the use of such portion of the Site. All such additions, modifications and improvements shall thereafter comprise part of the Site and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Site 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 Site; and the Site, 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 Site 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 Site 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 Site, 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. The City shall, at its own expense, have the right to make replacements, redevelopment or renovation of all or a portion of the Site, including substitution of any other unencumbered assets of the City as and for the Site, 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 Site 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 Site 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 Site) will be at least equal to the lesser of (i) the annual fair rental value of the Site 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 Site from the lien of the Lease so long as the City determines and certifies to the Assignee that: (i) the annual fair rental value of the remaining components of the Site will be at least equal to the Lease Payments remaining under the Lease.

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 Site, 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 SITE OR ANY ITEM OR PORTION THEREOF. THE DISTRICT ACKNOWLEDGES THAT THE AUTHORITY IS NOT A MANUFACTURER OF ITEMS OR PORTIONS OF THE SITE OR A DEALER THEREIN, AND THAT THE DISTRICT IS LEASING THE ITEMS OF THE SITE 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 Site.

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 Site 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 Site.

(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 Site 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 Site, 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 Site 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 Assignment 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 Site, unless the City receives the prior written consent of the Assignee which shall not unreasonably withheld, 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 Site 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 Site.

(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 Site and re-lease the Site 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 Site 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 Site, or, in the event the Authority is unable to re-lease the Site, 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 Site 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 Site in the event of default and to remove all personal property whatsoever situated upon the Site, 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 Site. The City hereby waives any and all claims for damage caused or which may be caused by the Authority in repossessing the Site as provided herein and all claims for damages

that may result from the destruction of or the injury to the Site and all claims for damages to or loss of any property belonging to the City that may be in or upon the Site.

The City agrees that the terms of this Lease constitute full and sufficient notice of the right of the Authority to re-lease the Site 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 Site upon demand of the Authority for the purpose of enabling the Site 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 Site.

(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 Site. 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 Site by the Authority in any manner whatsoever or the re-leasing of the Site), 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 Site, 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 Site 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 Site 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 Site 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.

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.

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, 4<sup>th</sup> 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  
Project 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>
April 15, 2000	137,476.25
October 15, 2000	267,476.25
April 15, 2001	134,778.75
October 15, 2001	269,778.75
April 15, 2002	131,910.00
October 15, 2002	271,910.00
April 15, 2003	128,865.00
October 15, 2003	278,865.00
April 15, 2004	125,527.50
October 15, 2004	280,527.50
April 15, 2005	122,001.25
October 15, 2005	282,001.25
April 15, 2006	118,281.25
October 15, 2006	288,281.25
April 15, 2007	114,243.75
October 15, 2007	289,243.75
April 15, 2008	110,000.00
October 15, 2008	295,000.00
April 15, 2009	105,421.25
October 15, 2009	300,421.25
April 15, 2010	100,497.50
October 15, 2010	305,497.50
May 1, 2011	
November 1, 2011	
May 1, 2012	
November 1, 2012	
May 1, 2013	
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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 Amended and Restated Project Lease, 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 Site, as defined therein:

[Description of Substituted Site]

I, the City Representative, hereby certify that:

(1) the fair rental value and the useful life of the above-described portion of the Site at least equals the fair rental value and the useful life of the portion of the Site for which it was substituted; and

(2) the above-described portion of the Site 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 Site 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 Site.

The following property items, which formerly constituted a portion of the Site, are released from the terms of the Lease:

CITY OF MORENO VALLEY

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

EXHIBIT C  
LEGAL DESCRIPTION OF THE SITE

Parcel 10 of Parcel Map 17864, in the City of Moreno Valley, County of Riverside, State of California, as per map recorded in Book 129, page(s) 79 to 82, inclusive, of Parcel Maps, in the Office of the County Recorder of said County.



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>JMB</i>
CITY MANAGER	<i>WLB</i>

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** January 11, 2011

**TITLE:** NOTICE OF COMPLETION AND ACCEPTANCE OF PUBLIC SAFETY BUILDING (PSB) RENOVATIONS -- PROJECT NO. 08-50182327

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

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.
4. Accept the improvements into the City's maintained building system.

### **BACKGROUND**

On December 8, 2009, the City Council awarded a contract in the amount of \$477,000 to CA Construction for renovation of the men's and women's locker rooms and the physical training room. A Purchase Order for \$572,400 (the bid amount plus a 20% contingency) was issued to the Contractor. The renovations were designed to meet current demands related to Police Department staffing needs and alleviate existing overcrowded locker room facilities

## **DISCUSSION**

The project included construction of a new physical training room within the existing open courtyard area of the Public Safety Building adjacent to the existing physical training room, conversion of the existing physical training room into a new women's locker room and modification of the existing women's locker room into an expanded men's locker room. CA Construction completed the renovation project on December 21, 2010.

There were three Contract Change Orders for the project that increased the contract by \$64,266.33 (13.47% of the original \$477,000 contract) and extended the 120-day contract period by 113 days. The lengthy extension was necessary to accommodate additional changes such as additional drains to all shower areas, shower partitions to several shower rooms, a wall and a door in the Women's locker room, etc., requested by the Police Department. All the improvements were completed within the extended contract time, within budget, and in accordance with the approved contract documents.

## **ALTERNATIVES**

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, 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 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 accept the improvements into the City's maintained building system. *This alternative will allow payment to the Contractor and acceptance of the improvements into the City's maintained building system.*
2. Do not 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, 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 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 do not accept the improvements into the City's maintained building system. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained building system and incurring extra costs to the City.*

**FISCAL IMPACT**

This project was included in the Fiscal Year 2009-2010 Capital Improvement Project Budget and was funded using 2005 Lease Revenue Bond proceeds (Fund 501).

**AVAILABLE BUDGETED FUNDS:**

Fiscal Year 2010/2011 Funds (Account 501.82327) ..... \$ 754,000

**CONSTRUCTION-RELATED COSTS:**

Construction Cost*	\$ 556,000
Architectural Design & Construction Support Services.....	\$ 31,000
Project Administration** .....	<u>\$ 71,000</u>
<b>Total Estimated Construction Cost .....</b>	<b>\$ 658,000</b>

\* Includes building permits and other fees.

\*\* Includes construction inspection services, project administration, advertising, printing and other miscellaneous costs.

**CITY COUNCIL GOALS**

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:**

Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts (including home rehabilitation) and neighborhood restoration.

**SUMMARY**

CA Construction has completed the Public Safety Building Renovation Improvements Project. The City Council is asked to accept the work as complete, direct the City Clerk to record the Notice of Completion, authorize the release of retention to CA Construction and accept the improvements into the City’s maintained building system.

**ATTACHMENT**

Attachment “A” – Location Map

Prepared By:  
 Jack Shah, R.A., M.S. (Civil)  
 Consultant Project Manager

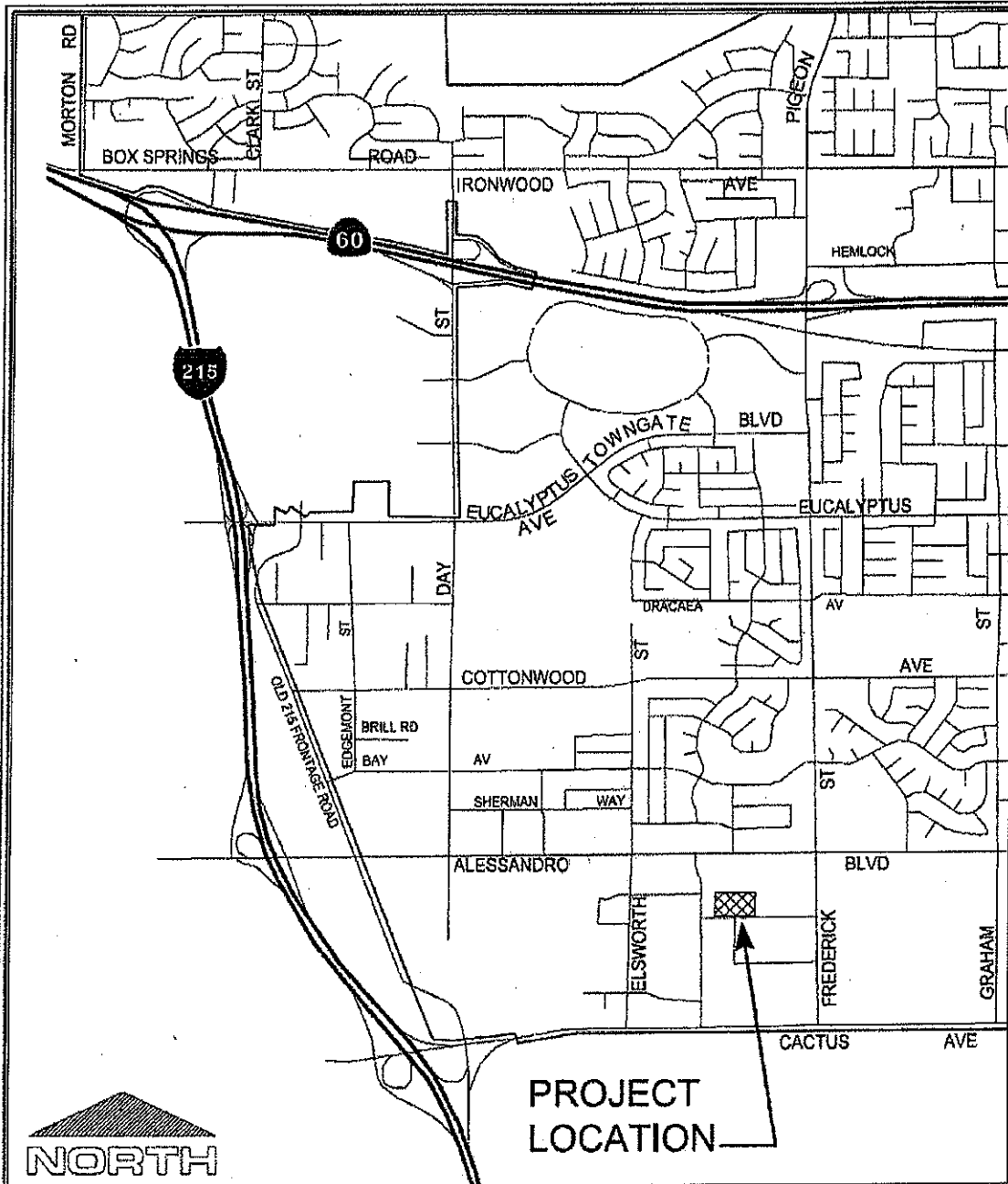
Department Head Approval:  
 Chris A. Vogt, P.E.  
 Public Works Director/City Engineer

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:

\\ZURICH\Shared\PublWork\CapProj\CapProj\PROJECTS\Jack - 08-50182327 - Public Safety Building Conversion\PSB ICC Reports\Staff Report - NOC - PSB Renovations - 01-11-11.doc





## LOCATION MAP



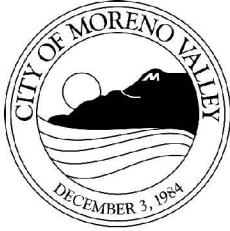
Public Works Department  
Capital Projects Division

Scale: None

ATTACHMENT "A"

**PUBLIC SAFETY BUILDING - PHASE I**  
**PROJECT NO. 08-50182327**

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

## Report to City Council

---

**TO:** Mayor and City Council

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

**AGENDA DATE:** January 11, 2011

**TITLE:** 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

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-02 and approve the execution of Program Supplement Agreement No. M021 Rev. 2 to Administering Agency-State Agreement for Federal-Aid Projects No. 08-5441-R for construction.
2. Authorize the Public Works Director/City Engineer to execute Program Supplement Agreement No. M021 Rev. 2.
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.

## **BACKGROUND**

The overall purpose of the SR-60/Nason Street Interchange Improvements Project is to improve the SR-60/Nason Street interchange ramps through reconstruction and realignment, while providing a design that accommodates future bridge improvements.

On March 16, 2009, the City entered into a SR-60/Nason Construction Cooperative Agreement with Caltrans that approved the types and amounts of funds for the construction phase. On February 23, 2010, the City Council approved the ability of the City Manager to amend the Construction Cooperative Agreement in the event that additional funds became available. On September 13, 2010, the City Manager amended the agreement to reflect additional federal funds if approved by Caltrans and FHWA. On September 20, 2010, additional federal funds were approved, and the City received authorization to advertise. It is anticipated that the City Council will appropriate the additional project funds at its January 11, 2011 meeting.

On June 13, 1997, the City Council approved and entered into Administering Agency-State Agreement No. 08-5441 for Federal-Aid Projects (Master Agreement). On May 8, 2007, the Council approved and entered into Administering Agency-State Agreement No. 08-5441-R for Federal-Aid Projects. A Master Agreement is required when a local agency receives federal or state funding on any project. The Agreement is typically executed before the first federal or state funded project begins and is periodically updated to reflect changes in laws and policies.

For each federally-funded project, the City is required to execute a Program Supplement Agreement (PSA). The PSA to the Master Agreement formalizes the financial responsibilities for a specific project. The PSA lists the types and amounts of Federal, State, and local funds used to finance a project and is done for each phase of work. The PSA is required to be executed within 60 days of receipt, or the project's funds will be disencumbered. The PSA must be in place before invoices can be paid.

## **DISCUSSION**

Invoicing for eligible expenditures is authorized by a PSA for construction and construction engineering for the SR-60/Nason Street Interchange Improvements. The PSA must be fully executed within 60 days of receipt before the City can receive payment of invoices. A resolution must be attached that clearly identifies the project or the type of agreement and the official authorized to execute the agreement.

Previously, Program Supplement Agreements and their corresponding resolutions have been presented to the City Council for approval on a project-by-project basis. The City has the opportunity to streamline this process by adopting a resolution designating an individual (Public Works Director) to sign PSAs as they occur. This option is recommended by Caltrans for agencies with several federally-funded and/or state-funded projects and will allow the City to meet the 60-day deadline for returning the agreement. The change in process will greatly reduce the amount of time required to start receiving payments from the State.

Since the City has other public works projects receiving federal and/or state funding, such as the Emergency Vehicle Pre-emption Program and the Heacock Street Bridge projects, the City Council is asked to adopt the proposed resolution authorizing the Public Works Director/City Engineer to execute all future Program Supplement Agreements to Administering Agency-State Agreement No. 08-5441-R (Master Agreement) subject to the approval of the City Attorney.

The City successfully applied for Surface Transportation Program – Local (STPL) funds and Transportation Efficiency Act of the 21<sup>st</sup> Century (TEA 21) Demonstration funds for the construction phase for the SR-60/Nason project. In August 2010, the Riverside County Transportation Commission (RCTC) made additional federal funds available to eligible County projects. The SR-60/Nason project met the eligibility criteria. The project was submitted to Caltrans and FHWA, requesting federal funds for the remaining amount of construction along with federal funds to fully cover the local match.

Toll credits are earned when local and state funds are used to construct toll facilities. The federal government credits states for their investment in these projects by allowing the use of toll credits to offset other transportation expenditures. Credits earned may be applied toward the non-federal matching share of programs authorized by Title 23, U.S.C. Caltrans has authorized the use of toll credits in-lieu of non-federal match for this project, resulting in 100% reimbursement of construction costs. The required City matches of 11.47 percent for STPL Funds and 20 percent for Federal Demonstration Funds, respectively, have been replaced by toll credits.

## **ALTERNATIVES**

1. Adopt Resolution No. 2011-02 and approve the execution of Program Supplement Agreement No. M021 Rev. 2 to Administering Agency-State Agreement for Federal-Aid Projects No. 08-5441-R for construction, authorize the Public Works Director/City Engineer to execute Program Supplement Agreement No. M021 Rev. 2, and 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. *This alternative will enable the City to receive federal reimbursement for this project.*
2. Do not adopt Resolution No. 2011-02 and approve the execution of Program Supplement Agreement No. M021 Rev. 2 to Administering Agency-State Agreement for Federal-Aid Projects No. 08-5441-R for construction, do not authorize the Public Works Director/City Engineer to execute Program Supplement Agreement No. M021 Rev. 2, and do not 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. *This alternative will delay the City's federal reimbursement for this project.*

**FISCAL IMPACT**

The project is included in the Fiscal Year 2010-2011 Capital Improvement Program. Because no City match is required, 100% of the project cost is reimbursable from federal funds. There is no impact to the General Fund.

**FY 2010/2011 BUDGET FOR CONSTRUCTION (INCLUDING ADDITIONAL APPROPRIATION)**

Federal Demonstration Funds (125.66929).....	\$ 3,377,000
Demonstration Funds Toll Credits (125.NEW) .....	\$ 844,000
STPL Funds (125.67029).....	\$ 9,453,000
STPL Toll Credits (125.NEW) .....	\$ 1,225,000
Total Available Funds.....	\$14,899,000

**FY 2010/2011 ESTIMATED CONSTRUCTION COSTS**

Construction Contract plus 20% Contingency .....	\$ 9,261,000
Agency and Material Expenses .....	\$ 500,000
Construction Management & Inspection Services .....	\$ 1,415,000
Construction Support Services (Geotechnical & Survey) .....	\$ 317,000
Administrative Costs (Staff & Miscellaneous)* .....	\$ 300,000
Total Estimated Costs .....	\$11,793,000

*\*Includes City project administration, printing, and other miscellaneous costs.*

**ANTICIPATED PROJECT SCHEDULE:**

Interchange Construction Start Date .....	February 2011
Interchange Construction End Date .....	February 2012

**CITY COUNCIL GOALS**

**REVENUE DIVERSIFICATION AND PRESERVATION:**

Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

The City Council is requested to adopt the proposed resolution for the SR-60/Nason project to approve the execution of Program Supplement Agreement No. M021 Rev. 2 to the Master Agreement for construction and construction engineering for the State Route 60/Nason Street Interchange Improvements.

The City Council is also asked to adopt a proposed resolution authorizing the Public Works Director/City Engineer to execute all future Program Supplement Agreements to the Master Agreement subject to the approval of the City Attorney. This will expedite the receipt of reimbursement for federal and state-funded public works projects.

**ATTACHMENTS**

- Attachment "A" – Proposed Resolution for SR-60/Nason Program Supplement Agreement
- Attachment "B" – Program Supplement Agreement No. M021 Rev. 2
- Attachment "C" – Proposed Resolution for Approval of Program Supplement Agreements

Prepared By:  
Margery A. Lazarus  
Senior Engineer, P.E.

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

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

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

W:\CapProj\CapProj\PROJECTS\Marge - 98-25897 Route 60-Nason Interchange\CC Reports\Caltrans PSA Staff Reports\98-25897 Route 60-Nason Interchange Caltrans Const PSA Staff Rpt (rev 4).doc

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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)

WHEREAS, the State Route 60/Nason Street Interchange Improvements are eligible to receive federal and state funds for construction and construction engineering; and

WHEREAS, reimbursement for the State Route 60/Nason Street Interchange Improvements is made available through the Program Supplement Agreement between the State of California and the City of Moreno Valley; and

WHEREAS, no reimbursement payments can be made until the Program Supplement Agreement has been fully executed; and

WHEREAS, the City of Moreno Valley is prepared to commence with the construction phase.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: 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) provides funding for the individual project and said Program Supplement Agreement No. M021 Rev. 2 is hereby approved and the Public Works Director/City Engineer is authorized to execute the same on behalf of the City.

**SIGNATURE PAGE FOLLOWS:**

Attachment "A"

2

Resolution No. 2011-\_\_\_\_\_  
Date Adopted: January 11, 2011

-77-

Item No. A.7

APPROVED AND ADOPTED this 11<sup>h</sup> day of January 2011.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

[Clerk's office will prepare]

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

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**PROGRAM SUPPLEMENT NO. M021 Rev. 2**  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 08-5441**

**Date:** December 1, 2010  
**Location:** 08-RIV-60-MORV  
**Project Number:** HP21STPL-0027(012)  
**E.A. Number:** 08-924313 0800000592  
**Locode:** 5441

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 06/13/97 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

State Route 60/Nason Street Interchange

**TYPE OF WORK:** Reconstruct off- and onramps

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
			LOCAL	OTHER
\$17,214,693.00	H230	\$1,350,082.00	\$265,611.00	\$0.00
	L23E	\$5,177,230.00		
	Q920	\$4,221,770.00		
	L230	\$5,500,000.00		
	Q400	\$700,000.00		

**CITY OF MORENO VALLEY**

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Attest \_\_\_\_\_

By \_\_\_\_\_  
 Chief, Office of Project Implementation  
 Division of Local Assistance  
 Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** Francisca Ree **Date** 12/1/10 \$16,949,082.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

Attachment "B"

SPECIAL COVENANTS OR REMARKS

1. This project is subject to a separate Cooperative Agreement between the ADMINISTERING AGENCY and the State.
2. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

4. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
5. As a condition for receiving federal-aid highway funds for the PROJECT, the

SPECIAL COVENANTS OR REMARKS

Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).

6. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award or with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract, whichever is earlier.

Failure to do so will cause a delay in the State processing invoices for the construction phase.

Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

7. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

8. The ADMINISTERING AGENCY will reimburse the STATE for the ADMINISTERING AGENCY share of costs for work requested to be performed by the STATE.
9. All Maintenance, involving the physical condition and the operation of the improvements, referred to in Article III MAINTENANCE of the aforementioned Master Agreement will be performed by the ADMINISTERING AGENCY and/or the respective agencies as determined by agreement at regular intervals or as required for efficient operation of the completed improvements.

**SPECIAL COVENANTS OR REMARKS**

10. The ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act and OMB A-133 if it receives a total of \$500,000 or more in federal funds in a single fiscal year. The federal funds received under this project are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning & Research. OMB A-133 superceded OMB A-128 in 1996. A reference to OMB A-128 in a Master Agreement (if any) is superceded by this covenant to conform to OMB A-133.
11. The ADMINISTERING AGENCY agrees that payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration (FHWA) in the Federal-Aid Project Authorization/Agreement or Amendment/Modification (E-76) and accepts any resultant increases in ADMINISTERING AGENCY funds as shown on the Finance Letter, any modification thereof as approved by the Division of Local Assistance, Office of Project Implementation.
12. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available for new phase(s) of work by future Federal obligations will be encumbered on this PROJECT by use of a STATE approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.



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

WHEREAS, various public works projects are eligible to receive funding from a variety of federal and state funding sources; and

WHEREAS, payments of reimbursements for these projects is made available through a Program Supplement Agreement to Administering Agency-State Agreement No. 08-5441 (Master Agreement) for Federal-Aid Projects between the State of California and the City of Moreno Valley.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: The Public Works Director/City Engineer is authorized to execute all Program Supplement Agreements to the Administering Agency-State 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.

APPROVED AND ADOPTED this 11th day of January, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

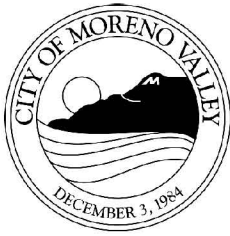
Attachment "C"

Resolution No. 2011-\_\_\_\_\_  
Date Adopted: January 11, 2011

RESOLUTION JURAT

[Clerk's office will prepare]

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



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

## Report to City Council

---

**TO:** Mayor and City Council

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

**AGENDA DATE:** January 11, 2011

**TITLE:** 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

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

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 in the form attached hereto.
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).
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.

## **BACKGROUND**

On August 22, 2006, the City Council approved the Prioritization of Four (4) 2005 Lease Revenue Bonds Street Improvement Projects, based on price escalation, commitments by the City, and refined cost estimates. The Ironwood Avenue Improvement project from Heacock Street to Perris Boulevard was one of the four approved projects to acquire right of way acquisition for street improvements.

On July 8, 2008, the City Council approved the Transportation Uniform Mitigation Fee (TUMF) Program Agreement between the Western Riverside Council of Governments (WRCOG) and the City of Moreno Valley. WRCOG had approved its Central Zone 5-Year Transportation Improvement Program (TIP) on May 5, 2007, which included the Ironwood Avenue Improvements from Heacock Street to Perris Boulevard project. The project will widen this section of Ironwood Avenue from a two lane road to a four lane minor arterial with SCE power pole relocations and specific improvements which are eligible for reimbursement by WRCOG.

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

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

## **DISCUSSION**

Ironwood Avenue from Heacock Street to Perris Boulevard is designated as a four (4) lane minor arterial roadway in the City's adopted circulation plan. Currently the section of Ironwood Avenue from Heacock Street to Perris Boulevard has two lanes, one in each direction. The Ironwood Avenue improvement project will construct full street improvements on both sides of Ironwood Avenue from Heacock Street to Perris Boulevard. The construction will build missing improvements, sidewalk, curb, gutter, and add two (2) additional lanes.

As part of the street improvements, it is necessary to relocate existing SCE facilities. The City has acquired right of way for the street improvements on Ironwood Avenue from Heacock Street to Perris Boulevard. The SCE power poles will be relocated within the newly acquired right of way.

SCE has prior rights since its facilities are located within SCE's easement adjacent to the Ironwood Avenue right of way. Consequently, the cost of relocating SCE's facilities must be paid by the City. These facilities include relocation of 16 transmission poles with distribution and telecommunication lines, and installation of switches and transformers.

The Joint Use Agreement (Attachment "B") between the City and SCE to relocate SCE's facilities will allow for the widening of Ironwood Avenue between Heacock Street and Perris Boulevard. It also identifies SCE's rights and easements for electrical facilities along that same section of Ironwood Avenue. The new location of SCE's rights is designated as "Area of Joint Use Agreement" as shown on "Exhibit A" to the Joint Use Agreement.

### **ALTERNATIVES**

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, authorize the City Manager to execute the Joint Use Agreement with SCE in the form attached hereto, 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 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. *This alternative allows the City to complete the relocation of utilities on schedule, preparing the project for future construction.*
2. Do not 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, do not authorize the City Manager to execute the Joint Use Agreement with SCE in the form attached hereto, do not 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 do not 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. *This alternative will delay the City's completion of the relocation of utilities, leaving the project unprepared for future construction*

**FISCAL IMPACT**

The Ironwood Avenue Improvement project is being funded with TUMF (Fund 415), Development Impact Fee (Fund 416), and 2005 Lease Revenue Bond (Fund 501) monies. The estimated cost provided by SCE to relocate these facilities to accommodate the Ironwood Avenue street improvements is \$1,321,000. An engineering advance has been paid to SCE in the amount of \$40,000. The remaining cost to relocate SCE’s facilities is estimated at \$1,281,000 and will be split between the three funds (Funds 415, 416, and 501). The estimate provided by SCE is subject to adjustment after completion of the work based on actual costs. In addition, the City has the opportunity to review all change orders during construction.

The funding for this project is restricted to the Ironwood Avenue capital improvements and cannot be used for operational activities. There is no impact to the General Fund.

**AVAILABLE FY 2010-2011 BUDGETED FUNDS FOR DESIGN, ROW, AND UTILITY RELOCATION:**

TUMF Capital Projects (Account No. 415.70227) .....	\$889,000.00
DIF Arterial Streets (Account No. 416.78727).....	\$962,000.00
2005 Lease Revenue Bonds (Account No. 501.82625) .....	\$933,000.00
<b>Total Available Funds .....</b>	<b>\$2,784,000.00</b>

**ESTIMATED DESIGN, ROW, AND UTILITY RELOCATION COSTS:**

Street Improvement Design & Administration Cost* .....	\$811,000.00
Street ROW Acquisition Cost .....	\$622,000.00
SCE Advance Engineering Cost .....	\$40,000.00
<b>SCE Relocation Cost (including 2% contingency) .....</b>	<b>\$1,307,000.00</b>
Total Estimated Design Cost.....	\$2,780,000.00

\*City staff will provide Project Administration

**ANTICIPATED SCHEDULE:**

Complete Right of Way Acquisition .....	November 2010
Complete Design.....	December 2010
Complete SCE Power Pole Relocation and Storm Drain Construction ...	September 2011

**CITY COUNCIL GOALS**

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

The Ironwood Avenue improvement project will construct full street improvements on both sides of Ironwood Avenue from Heacock Street to Perris Boulevard. As part of the proposed street improvements, it is necessary to relocate existing SCE facilities. The Joint Use Agreement (Attachment “B”) between the City and SCE to relocate SCE’s facilities will allow for the widening of Ironwood Avenue between Heacock Street and Perris Boulevard. It also identifies SCE’s rights and easements for electrical facilities along that same section of Ironwood Avenue.

**ATTACHMENTS/EXHIBITS**

- Attachment “A” – Location Map
- Attachment “B” – Joint Use Agreement

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

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

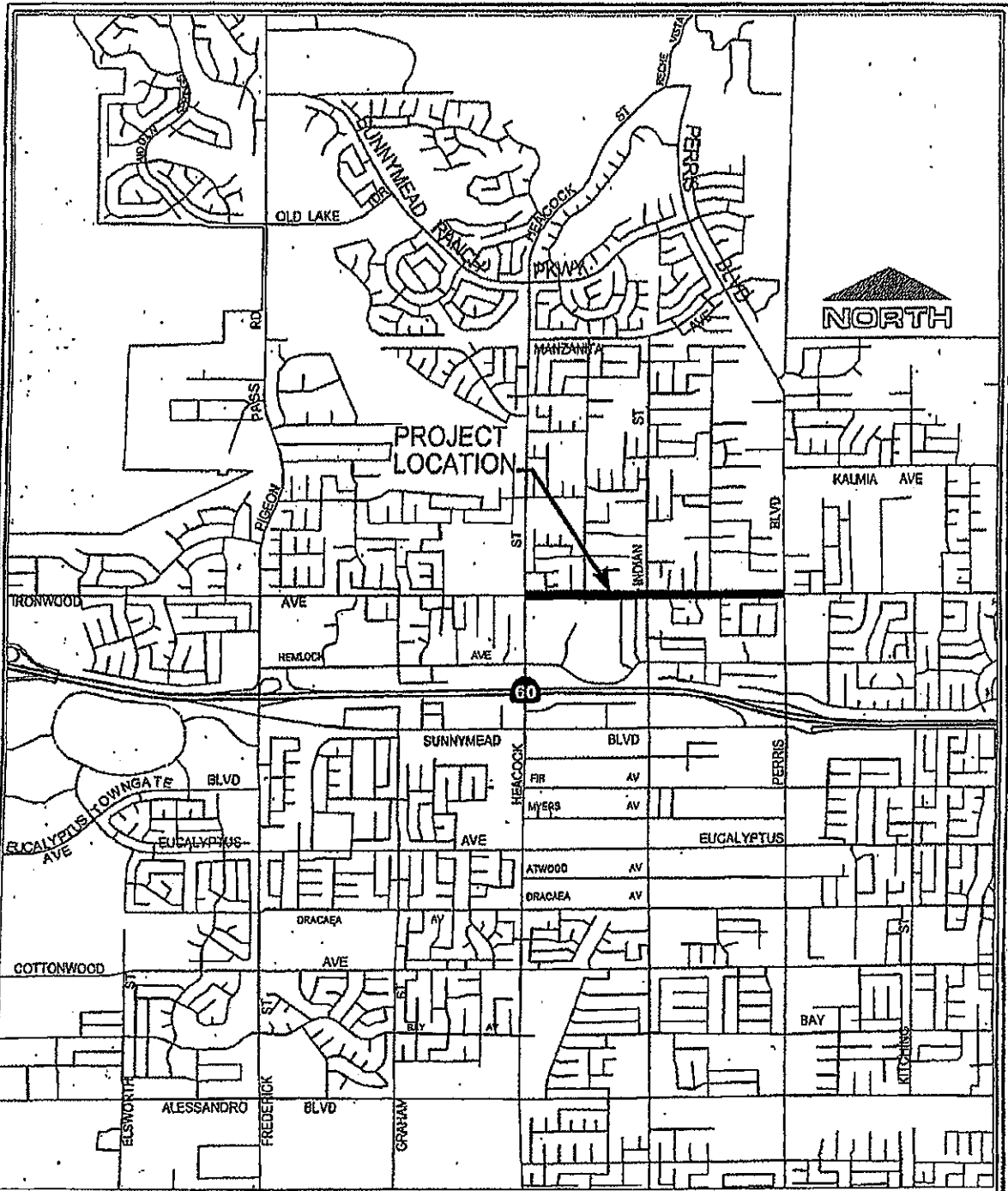
Concurred By:  
Prem Kumar, P.E.  
Deputy Public Works Director/Assistant City Engineer

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

W:\CapProj\CapProj\PROJECTS\Henry - 06-50182625 Ironwood - Heacock to Perris\CC Reports\1-11-11 Joint Use Agreement with SCE for Relocation of Existing Facilities.doc

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# LOCATION MAP



Public Works Department  
Capital Projects Division

Scale: None

ATTACHMENT "A"

IRONWOOD AVENUE  
HEACOCK STREET TO PERRIS BOULEVARD  
PROJECT NUMBER 06-50182625

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RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY  
14799 CHESTNUT STREET  
WESTMINSTER, CA 92683-5240  
TITLE AND REAL ESTATES SERVICES

(Space above this line for Recorder's use)

RP File No.:  
Serial No.  
Affects SCE Document  
Job Order No.

*Exempt fee*  
*Gov. Code 6103 & 27383*

### JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_, 2010, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation; hereinafter called "Company", and the CITY OF MORENO VALLEY, a municipal corporation of the State of California, hereinafter called "City",

### WITNESSETH:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

That certain right of way easement recorded in Book 1089, page 7-9, Book 1092, page 293, Book 1081, page 450, Book 264, page 248-250, Book 1082, page 336, Book 1104, page 466, and Book 1079 pages 556-562 of Official Records, in the Office of the Riverside County Recorder, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposed for the construction and/or improvement of Ironwood Avenue from Heacock Street to Perris Boulevard in said City, County of Riverside, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said highway right of way is subject to company's easement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", and shown and designated as "Area in Joint Use Agreement" on said print marked "Exhibit A".

**Attachment "B"**

Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by the City of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of City in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from the City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans of its proposed arrangement and an estimate of the cost thereof, and upon approval of such plans by the City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from the City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquired such easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of nay lack of or defect in City's title to said new location or nay subsequent location within said highway right of way, or in the title to any easement provided by City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained

shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY,  
a corporation

By \_\_\_\_\_

Carol Brown  
Right of Way Agent  
Real Estate Operations Division  
Corporate Real Estate Department  
Operations Support

CITY OF MORENO VALLEY, a municipal corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Its: \_\_\_\_\_

City Manager

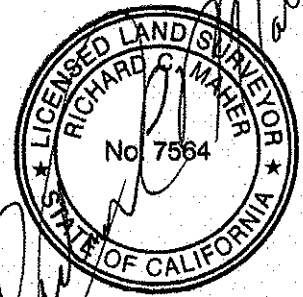
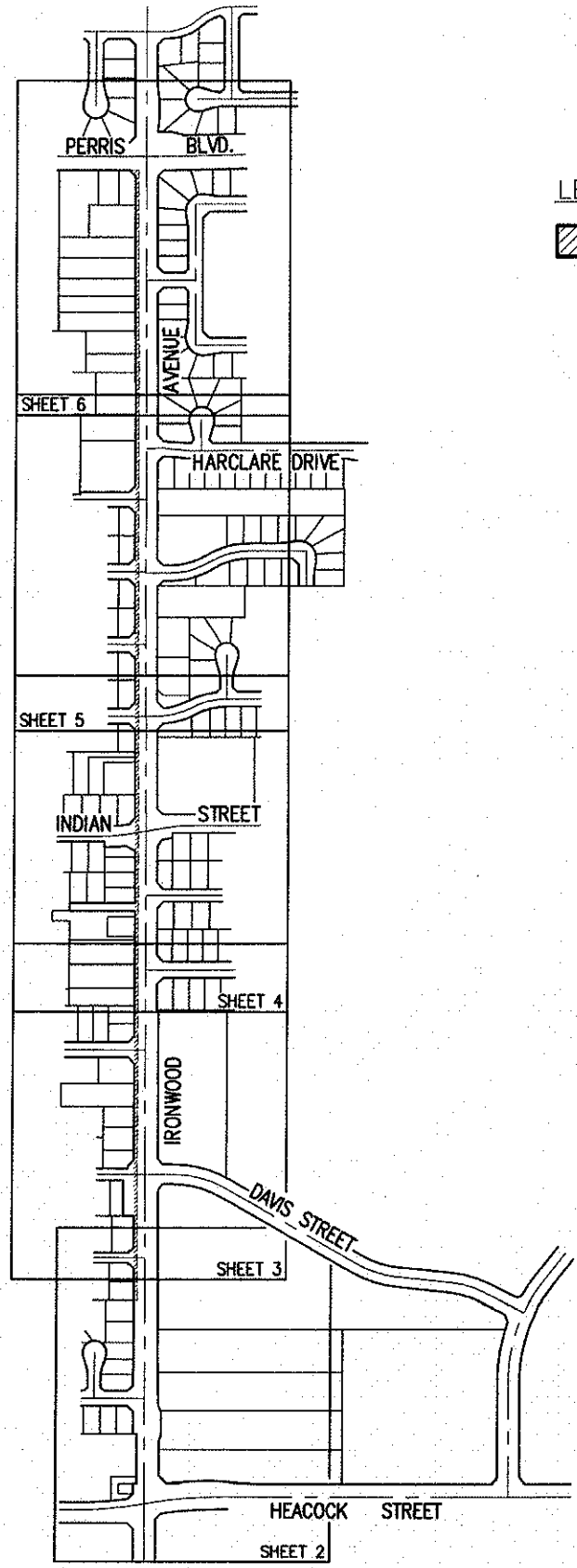


SCALE: 1"=700'

LEGEND:



AREA IN JOINT USE AGREEMENT



*[Handwritten signature]*  
8/3/10



KDM Meridian

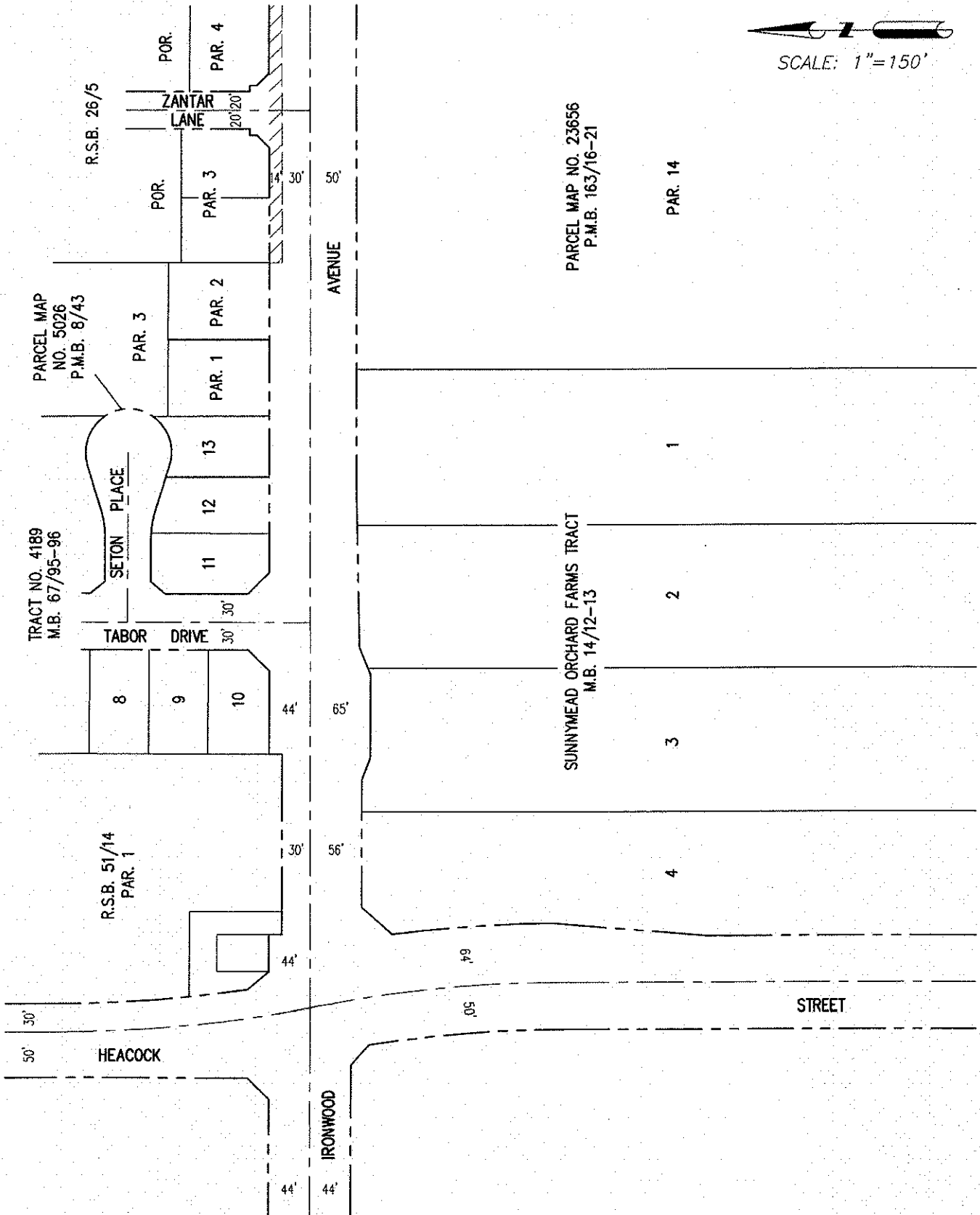
22541 Aspan St., Ste C  
Lake Forest, CA 92630  
Phone: 949-768-0731  
Fax: 949-768-3731

SOUTHERN CALIFORNIA EDISON  
RIGHT OF WAY EXHIBIT A

SHEET 1 OF 6



SCALE: 1"=150'



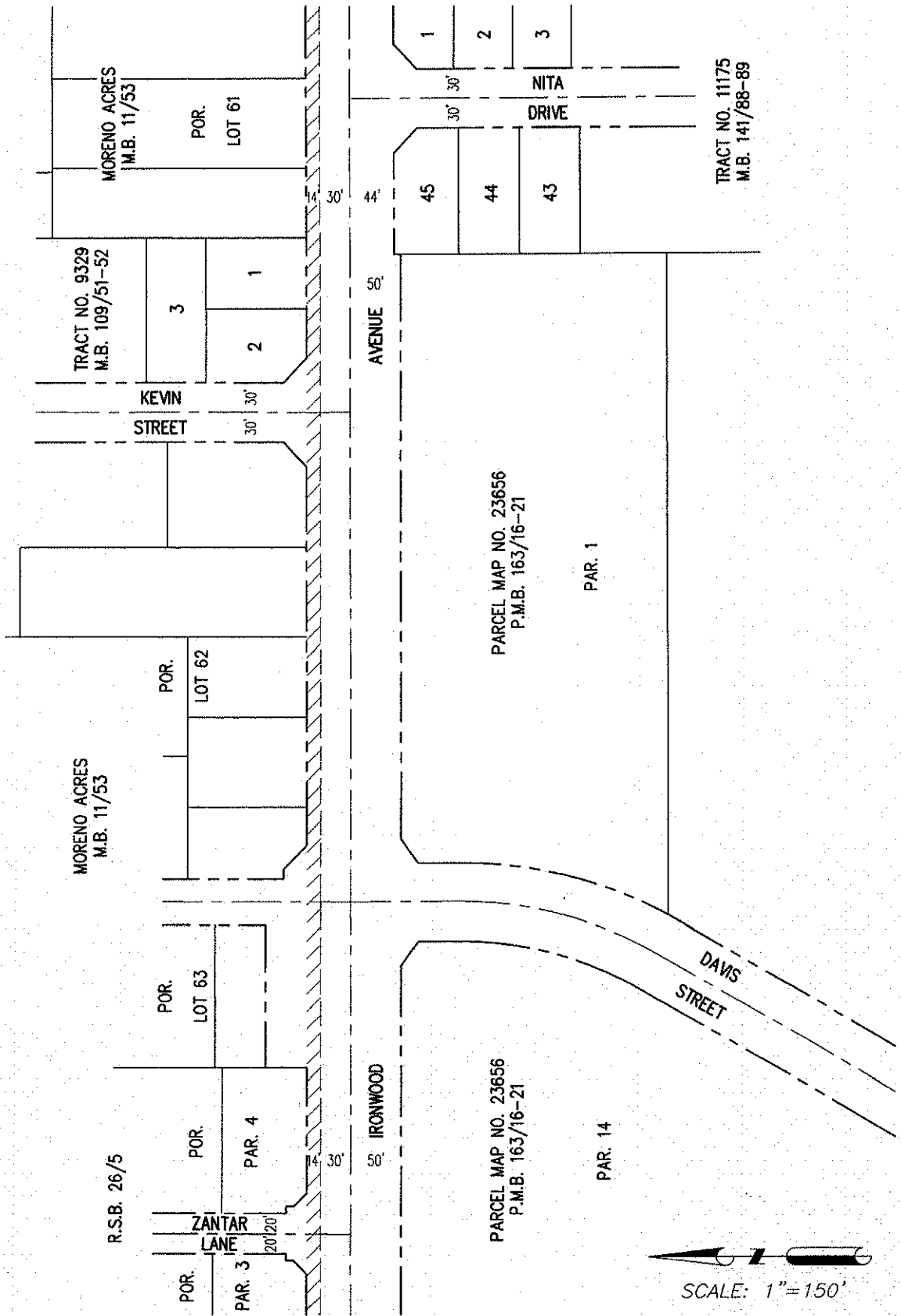
KDM Meridian

22541 Aspan St., Ste C  
Lake Forest, CA 92630  
Phone: 949-768-0731  
Fax: 949-768-3731

SOUTHERN CALIFORNIA EDISON  
RIGHT OF WAY EXHIBIT A

SHEET 2 OF 6

Item No. A.8



**KDM Meridian**

22541 Aspan St., Ste C  
Lake Forest, CA 92630

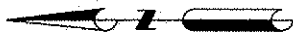
Phone: 949-768-0731

ax: 949-768-3731

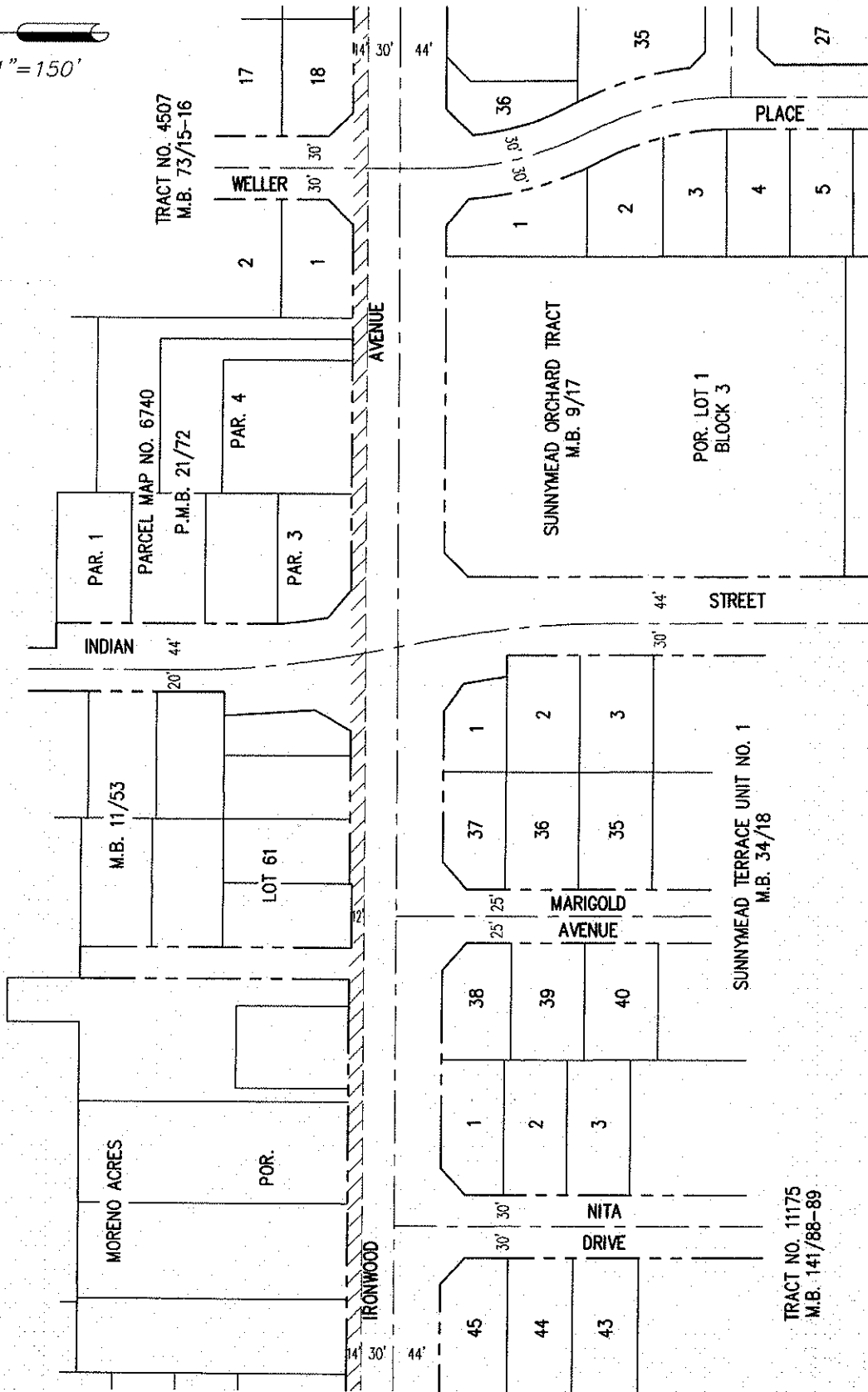
**SOUTHERN CALIFORNIA EDISON  
RIGHT OF WAY EXHIBIT A**

SHEET 3 OF 6





SCALE: 1"=150'

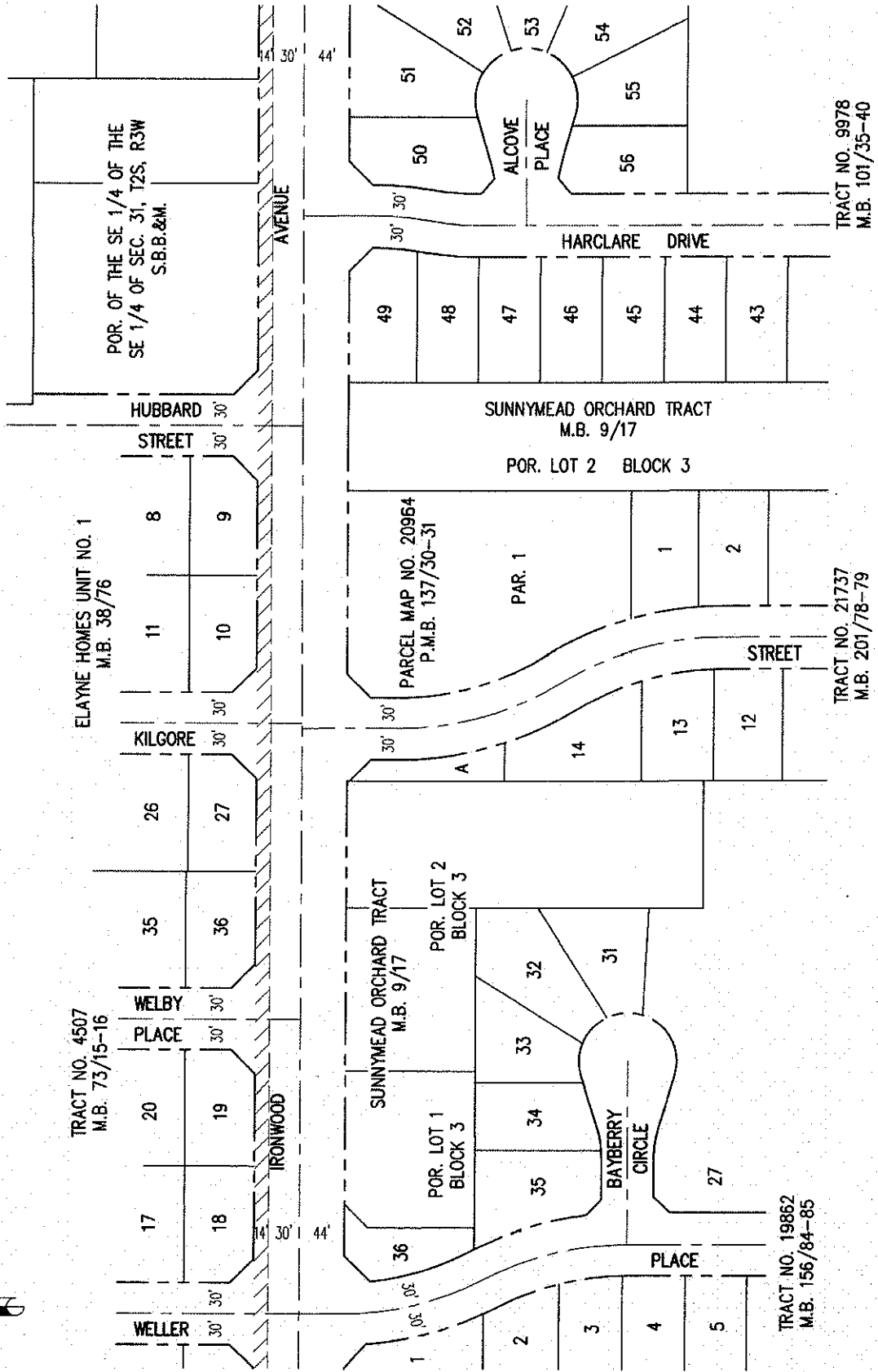


**KDM Meridian**  
 22541 Aspan St., Ste C  
 Lake Forest, CA 92630  
 Phone: 949-768-0731  
 Fax: 949-768-3731

SOUTHERN CALIFORNIA EDISON  
 RIGHT OF WAY EXHIBIT A

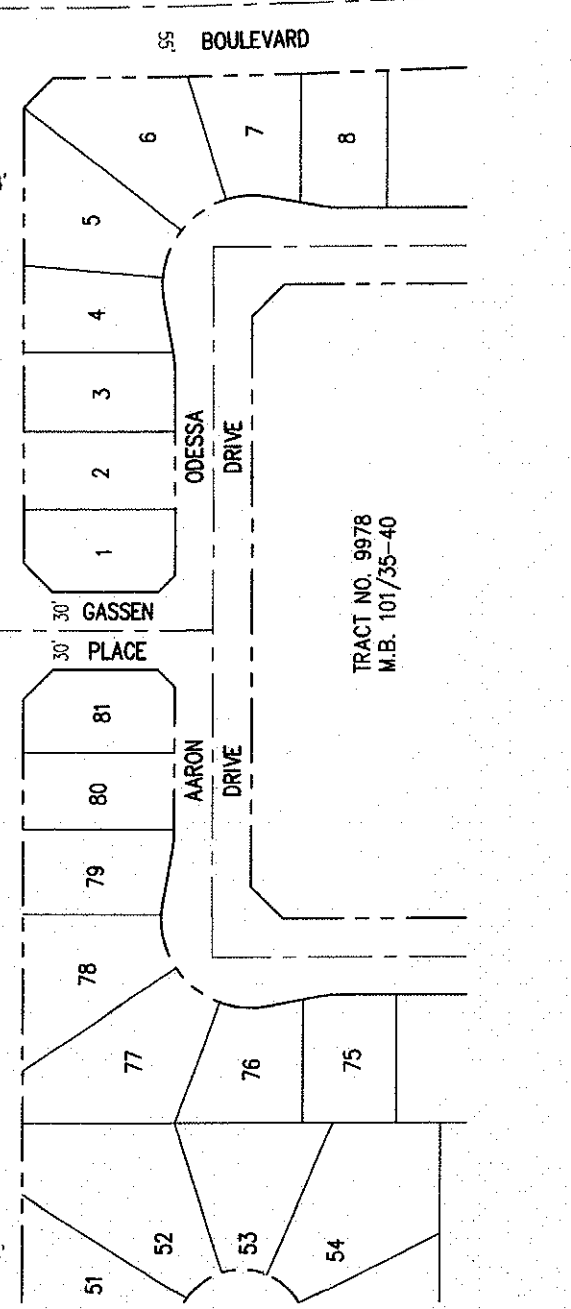
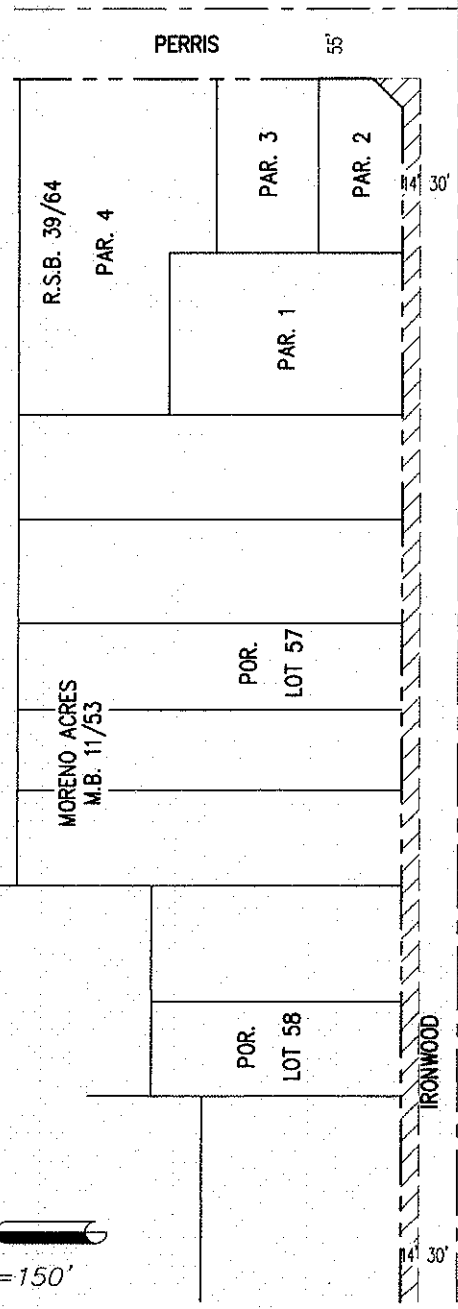
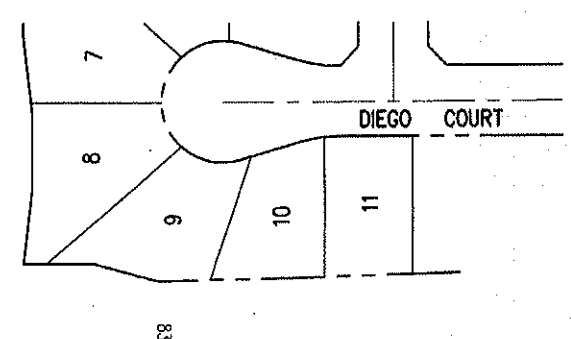
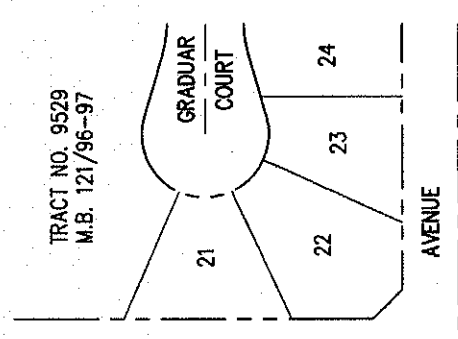
SHEET 4 OF 6

Item No. A.8



**KDM Meridian**  
 22541 Aspan St., Ste C  
 Lake Forest, CA 92630  
 Phone: 949-768-0731  
 Fax: 949-768-3731

SOUTHERN CALIFORNIA EDISON  
 RIGHT OF WAY EXHIBIT A



SCALE: 1"=150'



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SOUTHERN CALIFORNIA EDISON  
 RIGHT OF WAY EXHIBIT A

SHEET 6 OF 6

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>WBS</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 11, 2011

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

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council adopt Resolution No. 2011-04, approving the Check Register for the month of October, 2010 in the amount of \$12,735,379.73.

### **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. 2011-04  
Check Register for Month of October, 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. 2011-04

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

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period October 1, 2010 through October 31, 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 October 1, 2010 through October 31, 2010, in the total amount of \$12,735,379.73 is approved.

APPROVED AND ADOPTED this 11th day of January, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

1 Resolution No. 2011-  
Date Adopted: January 11, 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 11, 2011





# City of Moreno Valley

## Check Register

For Period 10/1/2010 through 10/31/2010

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>BEMUS LANDSCAPE, INC.</b>				
10/4/2010	204477	32,755.04		
			LANDSCAPE MAINT-E4	15,650.96
			LANDSCAPE MAINT-E4A	367.64
			LANDSCAPE MAINT-VETERANS MEM	250.00
			LANDSCAPE MAINT-FIRE STNS	3,150.00
			LANDSCAPE MAINT-CITY HALL	992.56
			LANDSCAPE MAINT-ANNX BLDG	300.00
			LANDSCAPE MAINT-E3	10,625.00
			LANDSCAPE MAINT-E3A	1,000.00
			LANDSCAPE MAINT-E4	149.19
			LANDSCAPE MAINT-E4	182.69
			LANDSCAPE MAINT-E4	87.00
10/25/2010	204778	36,095.52		
			LANDSCAPE MAINT-S AQDCT "B"	735.00
			LANDSCAPE MAINT-SENIOR CTR	262.50
			LANDSCAPE MAINT-N AQDCT	525.00
			LANDSCAPE MAINT-S AQDCT "A"	850.50
			LANDSCAPE MAINT-SCE/OLD LAKE D	1,785.00
			LANDSCAPE MAINT-PAN AM SECT	600.00
			LANDSCAPE MAINT-N AQDCT	400.00
			LANDSCAPE MAINT-N AQDCT	1,170.00
			LANDSCAPE MAINT-MISC AREAS	2,500.00
			LANDSCAPE MAINT-PATRIOT PARK	400.00
			LANDSCAPE MAINT-BAY TO JFK AQD	1,900.00
			LANDSCAPE MAINT-BIKE AQDCT	400.00
			LANDSCAPE MAINT-VETERANS MEM	250.00
			LANDSCAPE MAINT-FIRE STNS	3,150.00
			LANDSCAPE MAINT-CITY HALL	992.56
			LANDSCAPE MAINT-STARS BLDG	300.00
			LANDSCAPE MAINT-ELEC SUBSTN	630.00
			LANDSCAPE MAINT-MV UTILITY	480.00
			LANDSCAPE MAINT-LIBRARY	520.00
			LANDSCAPE MAINT-CONF & REC CTR	1,900.00
			LANDSCAPE MAINT-PSB	1,197.58
			LANDSCAPE MAINT-ANML SHLTR	520.00
			LANDSCAPE MAINT-CITY YARD	250.00
			LANDSCAPE MAINT-ANNX #1	300.00
			LANDSCAPE MAINT-E3	10,625.00
			LANDSCAPE MAINT-E3A	1,000.00
			INSTALL TRSHCANS&BENCHES-E2	1,217.00
			LANDSCAPE MAINT-E4	74.07
			LANDSCAPE MAINT-E4	56.45
			LANDSCAPE MAINT-E4	77.79
			LANDSCAPE MAINT-E4	161.57
			LANDSCAPE MAINT-E4	165.50
			TREE REMOVAL-GOLF CRS	700.00
	<b>Vendor Total</b>	<b>68,850.56</b>		
<b>FYTD for BEMUS LANDSCAPE, INC.</b>		<b>170,948.37</b>		



# City of Moreno Valley

## Check Register

For Period 10/1/2010 through 10/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CATHOLIC CHARITIES</b>				
10/11/2010	204598	32,294.12		
			HPRP SVCS-RNTL ASSISTANCE	23,451.12
			HPRP SVCS-RNTL ARREARS	8,843.00
<b>Vendor Total</b>		<b>32,294.12</b>		
<b>FYTD for CATHOLIC CHARITIES</b>		<b>86,051.03</b>		
<b>CHICAGO TITLE COMPANY ESCROW</b>				
10/20/2010	1010181	122,863.62		
			ACQ & ESCROW-22852 PAHUTE DR	122,863.62
10/20/2010	1010201	121,241.33		
			ACQ & ESCROW-25860 PARSLEY AVE	121,241.33
<b>Vendor Total</b>		<b>244,104.95</b>		
<b>FYTD for CHICAGO TITLE COMPANY ESCROW</b>		<b>244,104.95</b>		



# City of Moreno Valley

## Check Register

For Period 10/1/2010 through 10/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>EASTERN MUNICIPAL WATER DISTRICT</b>				
10/4/2010	204499	38,460.31		
			WATER CHARGES	39.05
			WATER CHARGES	1,170.63
			WATER CHARGES	247.53
			WATER CHARGES	509.22
			WATER CHARGES	13,514.45
			WATER CHARGES	2,053.22
			WATER CHARGES	1,166.94
			WATER CHARGES	9,866.74
			WATER CHARGES	3,938.10
			WATER CHARGES	5,138.08
			WATER CHARGES	74.79
			WATER CHARGES	571.53
			WATER CHARGES	170.03
10/18/2010	204700	48,875.50		
			WATER CHARGES	131.71
			WATER CHARGES	46.15
			WATER CHARGES	3,004.15
			WATER CHARGES	34.80
			WATER CHARGES	3,792.50
			WATER CHARGES	95.85
			WATER CHARGES	12,306.83
			WATER CHARGES	540.86
			WATER CHARGES	8,515.72
			WATER CHARGES	1,954.51
			WATER CHARGES	6,260.90
			WATER CHARGES	3,878.50
			WATER CHARGES	2,117.02
			WATER CHARGES	1,556.00
			WATER CHARGES	892.87
			WATER CHARGES	211.92
			WATER CHARGES	727.80
			WATER CHARGES	383.67
			WATER CHARGES	352.19
			WATER CHARGES	303.42
			WATER CHARGES	764.59
			WATER CHARGES	1,003.54
10/25/2010	204800	56,127.03		
			WATER CHARGES	1,161.19
			WATER CHARGES	1,440.09
			WATER CHARGES	909.07
			WATER CHARGES	786.62
			WATER CHARGES	868.40
			WATER CHARGES	17,358.31
			WATER CHARGES	3,331.05
			WATER CHARGES	1,836.01
			WATER CHARGES	5,133.61
			WATER CHARGES	4,974.61
			WATER CHARGES	8,257.07
			WATER CHARGES	233.70
			WATER CHARGES	45.39
			WATER CHARGES	2,765.32
			WATER CHARGES	1,977.23



# City of Moreno Valley

## Check Register

For Period 10/1/2010 through 10/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			WATER CHARGES	1,156.36
			WATER CHARGES	360.85
			WATER CHARGES	234.06
			WATER CHARGES	516.57
			WATER CHARGES	1,699.45
			WATER CHARGES	1,082.07
<b>Vendor Total</b>		<b>143,462.84</b>		
<b>FYTD for EASTERN MUNICIPAL WATER DISTRICT</b>		<b>668,443.11</b>		
<b>EMPLOYMENT DEVELOPMENT DEPARTMENT</b>				
10/11/2010	204621	34,618.41		
			UNEMPLOYMENT INSURANCE	34,618.41
10/8/2010	2729	38,066.37		
			STATE INCOME TAX W/H 10/8/10	38,066.37
10/22/2010	2737	36,685.16		
			STATE INCOME TAX W/H 10/22/10	36,685.16
<b>Vendor Total</b>		<b>109,369.94</b>		
<b>FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT</b>		<b>356,173.42</b>		
<b>ENCO UTILITY SERVICES MORENO VALLEY LLC</b>				
10/11/2010	204622	132,252.55		
			DISTRIBUTION CHRGS	127,047.01
			SPCL/TEMP CHRGS	4,435.00
			BAD DEBT DEDUCTION FROM SVCS	-3,202.96
			ON-LINE UTILITY SVCS	223.50
			CABINET LEASE-COTTONWOOD	11.95
			CABINET LEASE-COTTONWOOD	1,238.05
			CABINET LEASE-INDIAN	47.14
			CABINET LEASE-INDIAN	1,202.86
			CABINET LEASE-IRIS	64.35
			CABINET LEASE-IRIS	1,185.65
10/18/2010	204701	160,718.53		
			DISTRIBUTION CHRGS	154,712.75
			SPCL/TEMP CHRGS	4,940.00
			BAD DEBT DEDUCTION FROM SVCS	-889.66
			ON-LINE UTILITY SVCS	595.50
			FIRE STATION ELECTRICAL DESIGN	304.75
			CORP YARD BLDG ELECTRIC DESIGN	1,055.19
<b>Vendor Total</b>		<b>292,971.08</b>		
<b>FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC</b>		<b>632,604.09</b>		
<b>HILLCREST CONTRACTING, INC</b>				
10/11/2010	881330	305,577.00		
			DAY ST. IMPRVMENTS PROJ SVCS	305,577.00
<b>Vendor Total</b>		<b>305,577.00</b>		
<b>FYTD for HILLCREST CONTRACTING, INC</b>		<b>1,465,444.99</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>INTERNAL REVENUE SERVICE</b>				
10/8/2010	2728	137,460.88		
			FED INCOME TAX W/H 10/8/10	137,460.88
10/22/2010	2736	133,683.23		
			FED INCOME TAX W/H 10/22/10	133,683.23
	<b>Vendor Total</b>	<b>271,144.11</b>		
<b>FYTD for INTERNAL REVENUE SERVICE</b>		<b>1,157,704.31</b>		
<b>J D H CONTRACTING</b>				
10/11/2010	881333	32,519.70		
			GOLF CTR RENOVATION	22,154.50
			GOLF CTR RENOVATION	3,721.80
			GOLF CTR RENOVATION	6,643.40
	<b>Vendor Total</b>	<b>32,519.70</b>		
<b>FYTD for J D H CONTRACTING</b>		<b>129,796.50</b>		
<b>LIM &amp; NASCIMENTO ENGINEERING CORP.</b>				
10/25/2010	204818	96,593.30		
			IRONWOOD AVE IMPRVMENTS PROJ	6,390.72
			IRONWOOD AVE IMPRVMENTS PROJ	90,202.58
	<b>Vendor Total</b>	<b>96,593.30</b>		
<b>FYTD for LIM &amp; NASCIMENTO ENGINEERING CORP.</b>		<b>128,488.67</b>		
<b>MORENO VALLEY UTILITY</b>				
10/18/2010	204729	91,970.64		
			ELECTRICITY	148.87
			ELECTRICITY	1,758.38
			ELECTRICITY	266.31
			ELECTRICITY	1,946.45
			ELECTRICITY	20,287.14
			ELECTRICITY	19,109.19
			ELECTRICITY	5,893.06
			ELECTRICITY	13,700.22
			ELECTRICITY	2,022.10
			ELECTRICITY	3,554.72
			ELECTRICITY	12,104.12
			ELECTRICITY	7,017.77
			ELECTRICITY	250.20
			ELECTRICITY	138.56
			ELECTRICITY	87.36
			ELECTRICITY	65.52
			ELECTRICITY	65.70
			ELECTRICITY	191.27
			ELECTRICITY	132.91
			ELECTRICITY	3,230.79
	<b>Vendor Total</b>	<b>91,970.64</b>		
<b>FYTD for MORENO VALLEY UTILITY</b>		<b>355,993.96</b>		



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For Period 10/1/2010 through 10/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ORANGE COAST TITLE COMPANY</b>				
10/15/2010	1010101	130,321.23	ACQ & ESCRW-14958 CURRY ST	130,321.23
10/18/2010	1010111	117,148.62	ACQ & ESCROW-13651 LITTLER CT	117,148.62
10/18/2010	1010121	146,677.20	ACQ & ESCRW-14138 RIO BRAVO RD	146,677.20
10/18/2010	1010131	137,152.24	ACQ & ESCROW-25263 DRAKE DR	137,152.24
10/20/2010	1010191	46,846.02	ACQ & ESCROW-24497 DUNLAVY CT	46,846.02
<b>Vendor Total</b>		<b>578,145.31</b>		
<b>FYTD for ORANGE COAST TITLE COMPANY</b>		<b>874,858.54</b>		
<b>PARSONS TRANSPORTATION GROUP, INC.</b>				
10/11/2010	204648	42,386.38	SR-60/MOR BCH DR INTRCHNG PROJ	42,386.38
10/25/2010	204838	35,134.08	SR-60/MOR BCH DR INTRCHNG PROJ	35,134.08
<b>Vendor Total</b>		<b>77,520.46</b>		
<b>FYTD for PARSONS TRANSPORTATION GROUP, INC.</b>		<b>330,073.21</b>		
<b>PERS HEALTH INSURANCE</b>				
10/6/2010	1010021	193,260.05	EMPLOYEE HEALTH INS 10/6/10	193,260.05
<b>Vendor Total</b>		<b>193,260.05</b>		
<b>FYTD for PERS HEALTH INSURANCE</b>		<b>786,215.37</b>		
<b>PERS RETIREMENT</b>				
10/1/2010	2721	199,745.22	PERS RETIREMENT 10/1/10	199,745.22
10/15/2010	2730	200,279.57	PERS RETIREMENT 10/15/10	200,279.57
10/29/2010	2740	202,848.38	PERS RETIREMENT 10/29/10	202,848.38
<b>Vendor Total</b>		<b>602,873.17</b>		
<b>FYTD for PERS RETIREMENT</b>		<b>1,774,155.58</b>		
<b>PITASSI ARCHITECTS, INC</b>				
10/11/2010	881338	37,038.03	CORPORATE YARD FACILITY PROJ	37,038.03
<b>Vendor Total</b>		<b>37,038.03</b>		
<b>FYTD for PITASSI ARCHITECTS, INC</b>		<b>66,242.78</b>		



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For Period 10/1/2010 through 10/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RICHARD LOPEZ CONSTRUCTION</b>				
10/25/2010	204845	196,388.28		
			ELECTRIC UTILITY PROJECTS SVCS	14,790.28
			ELECTRIC UTILITY PROJECTS SVCS	78,290.37
			ELECTRIC UTILITY PROJECTS SVCS	7,342.92
			ELECTRIC UTILITY PROJECTS SVCS	90,677.70
			ELECTRIC UTILITY PROJECTS SVCS	5,874.45
			ELECTRIC UTILITY PROJECTS SVCS	-587.44
	<b>Vendor Total</b>	<b>196,388.28</b>		
<b>FYTD for RICHARD LOPEZ CONSTRUCTION</b>		<b>626,901.79</b>		
<b>RIVERSIDE COUNTY SHERIFF</b>				
10/7/2010	1010051	2,822,011.19		
			CONTRACT LAW ENF BILL # 1	239.36
			CONTRACT LAW ENF BILL # 1	896.96
			CONTRACT LAW ENF BILL # 1	1,505.09
			CONTRACT LAW ENF BILL # 1	1,668.44
			CONTRACT LAW ENF BILL # 1	1,941.28
			CONTRACT LAW ENF BILL # 1	2,046.19
			CONTRACT LAW ENF BILL # 1	4,306.72
			CONTRACT LAW ENF BILL # 1	6,696.80
			CONTRACT LAW ENF BILL # 1	9,885.06
			CONTRACT LAW ENF BILL # 1	15,240.83
			CONTRACT LAW ENF BILL # 1	34,928.70
			CONTRACT LAW ENF BILL # 1	36,023.98
			CONTRACT LAW ENF BILL # 1	43,423.27
			CONTRACT LAW ENF BILL # 1	44,089.13
			CONTRACT LAW ENF BILL # 1	73,259.77
			CONTRACT LAW ENF BILL # 1	73,288.94
			CONTRACT LAW ENF BILL # 1	129,721.92
			CONTRACT LAW ENF BILL # 1	141,497.85
			CONTRACT LAW ENF BILL # 1	212,450.62
			CONTRACT LAW ENF BILL # 1	378,161.85
			CONTRACT LAW ENF BILL # 1	1,610,738.43
	<b>Vendor Total</b>	<b>2,822,011.19</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF</b>		<b>6,946,500.17</b>		
<b>SEMPRA ENERGY SOLUTIONS</b>				
10/25/2010	881395	203,354.04		
			ELECTRIC ENERGY PURCHASE	203,354.04
	<b>Vendor Total</b>	<b>203,354.04</b>		
<b>FYTD for SEMPra ENERGY SOLUTIONS</b>		<b>473,150.53</b>		
<b>SHELL ENERGY NORTH AMERICA (US) L.P.</b>				
10/18/2010	204741	1,193,169.60		
			ELECTRIC ENERGY PURCHASE	644,929.60
			ELECTRIC ENERGY PURCHASE	548,240.00
	<b>Vendor Total</b>	<b>1,193,169.60</b>		
<b>FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.</b>		<b>2,744,734.80</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SOCO GROUP, INC</b>				
10/18/2010	881368	31,634.04		
			FUEL PURCHASE	4,678.66
			FUEL PURCHASE	5,332.05
			FUEL PURCHASE	5,762.64
			FUEL PURCHASE	5,524.57
			FUEL PURCHASE	5,230.78
			FUEL PURCHASE	5,105.34
	<b>Vendor Total</b>	<b>31,634.04</b>		
<b>FYTD for SOCO GROUP, INC</b>		<b>98,719.41</b>		





# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SOUTHERN CALIFORNIA EDISON</b>				
10/18/2010	204747	156,353.02		
			ELECTRICITY	1,701.61
			ELECTRICITY	26.70
			ELECTRICITY	335.78
			ELECTRICITY	22.57
			ELECTRICITY	930.06
			ELECTRICITY	152.97
			ELECTRICITY	5,659.90
			ELECTRICITY	1,554.85
			ELECTRICITY	1,818.26
			ELECTRICITY	2,391.08
			ELECTRICITY	1,000.20
			ELECTRICITY	1,385.71
			ELECTRICITY	20.38
			ELECTRICITY	95,553.00
			ELECTRICITY	38,335.56
			ELECTRICITY	4,652.20
			ELECTRICITY	92.85
			ELECTRICITY	21.84
			ELECTRICITY	23.81
			ELECTRICITY	67.24
			ELECTRICITY	87.36
			ELECTRICITY	53.19
			ELECTRICITY	465.90
10/25/2010	204854	28,066.92		
			ELECTRICITY	187.69
			ELECTRICITY	5,555.09
			ELECTRICITY	504.63
			ELECTRICITY	4,580.86
			ELECTRICITY	19.20
			ELECTRICITY	1,692.80
			ELECTRICITY	4,762.83
			ELECTRICITY	1,841.66
			ELECTRICITY	186.01
			ELECTRICITY	4,320.29
			ELECTRICITY	466.32
			ELECTRICITY	314.47
			ELECTRICITY	1,787.92
			ELECTRICITY	311.08
			ELECTRICITY	455.68
			ELECTRICITY	589.61
			ELECTRICITY	283.08
			ELECTRICITY	180.26
			ELECTRICITY	27.44
<b>Vendor Total</b>		<b>184,419.94</b>		
<b>FYTD for SOUTHERN CALIFORNIA EDISON</b>		<b>1,046,242.29</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>STANDARD INSURANCE CO</b>				
10/11/2010	204662	30,967.21		
			LIFE & DISABILITY INSURANCE	12,862.53
			LIFE & DISABILITY INSURANCE	18,100.78
			LIFE & DISABILITY INSURANCE	3.90
<b>Vendor Total</b>		<b>30,967.21</b>		
<b>FYTD for STANDARD INSURANCE CO</b>		<b>130,215.17</b>		
<b>STK ARCHITECTURE, INC.</b>				
10/11/2010	881345	50,372.51		
			MORRISON PRK FIRE STATION PROJ	50,372.51
<b>Vendor Total</b>		<b>50,372.51</b>		
<b>FYTD for STK ARCHITECTURE, INC.</b>		<b>130,528.55</b>		
<b>U.S. BANK/CALCARDS</b>				
10/6/2010	1010041	85,620.41		
			CALCARD PYMT CYCLE END 9/22/10	85,620.41
10/20/2010	1010171	62,527.97		
			CALCARD PYMT CYCLE END 10/7/10	62,527.97
10/27/2010	1010221	117,437.61		
			CALCARD PYMT CYCLE END 10/22/1	117,437.61
<b>Vendor Total</b>		<b>265,585.99</b>		
<b>FYTD for U.S. BANK/CALCARDS</b>		<b>696,579.01</b>		
<b>UNITED CONTRACTORS COMPANY INC.</b>				
10/4/2010	881306	215,394.26		
			EMRGNCY OPS CTR PROJ SVCS	99,535.90
			EMRGNCY OPS CTR PROJ SVCS	115,858.36
<b>Vendor Total</b>		<b>215,394.26</b>		
<b>FYTD for UNITED CONTRACTORS COMPANY INC.</b>		<b>683,677.27</b>		
<b>WELLS FARGO CORPORATE TRUST</b>				
10/25/2010	1010141	305,476.90		
			97 LRB (PUB SAFETY) DEBT SVC	305,476.90
10/25/2010	1010151	1,958,889.19		
			'05 LRB SEMI-ANNL DEBT SVC	1,958,889.19
10/25/2010	1010161	710,985.60		
			'07 LRB SEMI-ANNL DEBT SVC	710,985.60
<b>Vendor Total</b>		<b>2,975,351.69</b>		
<b>FYTD for WELLS FARGO CORPORATE TRUST</b>		<b>4,136,713.15</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.</b>				
10/18/2010	204765	83,111.30		
			TUMF FEES RESIDENTIAL	53,244.00
			TUMF FEES RESIDENTIAL	25,241.00
			TUMF FEES RESIDENTIAL	4,626.30
<b>Vendor Total</b>		<b>83,111.30</b>		
<b>FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.</b>		<b>211,947.08</b>		
<b>WRCRCA</b>				
10/25/2010	204870	25,253.90		
			MSHCP FEES-RESIDENTIAL	21,318.00
			MSHCP FEES-RESIDENTIAL	3,935.90
<b>Vendor Total</b>		<b>25,253.90</b>		
<b>FYTD for WRCRCA</b>		<b>1,190,666.84</b>		
<b>WURM'S JANITORIAL SERVICES, INC.</b>				
10/4/2010	881316	26,645.69		
			JANITORIAL SVCS-TWNGT SPECIALS	600.00
			JANITORIAL SVCS-C&R SPECIALS	780.00
			JANITORIAL SVCS-SENIOR SPECIAL	130.00
			JANITORIAL SVCS-RED MAPLE ELEM	310.19
			JANITORIAL SVCS-RAINBOW ELEM.	310.19
			JANITORIAL SVCS-SUNNYMEAD ELEM	184.10
			JANITORIAL SVCS-SENIOR CENTER	1,916.18
			JANITORIAL SVCS-SUNNYMEAD MIDD	152.10
			JANITORIAL SVCS-STARS	298.87
			JANITORIAL SVCS-TOWNGATE	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.TRAILER	98.40
			JANITORIAL SVCS-EOC (PRORATE)	206.52
			JANITORIAL SVCS-EOC	688.36
			JANITORIAL SVCS-S/D ANNEX	735.73
			JANITORIAL SVCS-FAC ANNEX	124.29
			JANITORIAL SVCS-DAY PORTER	1,080.00
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-PRO SHOP	644.70
			JANITORIAL SVCS-MVTV	58.05
			JANITORIAL SVCS-PSB	5,564.25
			JANITORIAL SVCS-GANG TASK FORC	112.82
			JANITORIAL SVCS-POLICE	300.00
			JANITORIAL SVCS-MARCH C/C	95.58
			JANITORIAL SVCS-MARCH C/C	955.70
<b>Vendor Total</b>		<b>26,645.69</b>		
<b>FYTD for WURM'S JANITORIAL SERVICES, INC.</b>		<b>83,833.71</b>		
<b>Subtotal</b>		<b>11,481,354.90</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHECKS LESS THAN \$25,000</b>				
<b>C &amp; C GRADING &amp; PAVING, INC</b>				
10/11/2010	204577	16,547.76		
			STREET IMPRVMT PRGM SVCS	8,759.88
			STREET IMPRVMT PRGM SVCS	7,787.88
<b>Vendor Total</b>		<b>16,547.76</b>		
<b>FYTD for C &amp; C GRADING &amp; PAVING, INC</b>		<b>191,745.27</b>		
<b>DEPARTMENT OF MOTOR VEHICLES</b>				
10/11/2010	204578	83.14		
			2010 CA VEHICLE CODE BOOKS	83.14
<b>Vendor Total</b>		<b>83.14</b>		
<b>FYTD for DEPARTMENT OF MOTOR VEHICLES</b>		<b>83.14</b>		
<b>A &amp; I REPROGRAPHICS 2406362</b>				
10/18/2010	204677	935.16		
			RPRGRPHC SVCS-SUNNYMD ACC RAMP	482.96
			RPRGRPHC SVCS-CAP. PROJS.	28.49
			RPRGRPHC SVCS-CAP. PROJS.	144.34
			RPRGRPHC SVCS-CAP. PROJS.	12.87
			RPRGRPHC SVCS-CAP. PROJS.	15.99
			RPRGRPHC SVCS-CAP. PROJS.	51.00
			RPRGRPHC SVCS-CAP. PROJS.	21.49
			RPRGRPHC SVCS-CAP. PROJS.	13.67
			RPRGRPHC SVCS-CAP. PROJS.	12.15
			RPRGRPHC SVCS-CAP. PROJS.	98.42
			RPRGRPHC SVCS-CAP. PROJS.	47.53
			RPRGRPHC SVCS-CAP. PROJS.	1.25
			RPRGRPHC SVCS-CAP. PROJS.	5.00
10/25/2010	204769	48.94		
			RPRGRPHC SVCS-DAY ST IMPRVMTS	24.47
			RPRGRPHC SVCS-DAY ST IMPRVMTS	24.47
<b>Vendor Total</b>		<b>984.10</b>		
<b>FYTD for A &amp; I REPROGRAPHICS 2406362</b>		<b>7,169.46</b>		
<b>ACCESS ELECTRIC SUPPLY</b>				
10/25/2010	204770	241.43		
			ELECTRICAL SUPPLIES-PARKS MAIN	241.43
<b>Vendor Total</b>		<b>241.43</b>		
<b>FYTD for ACCESS ELECTRIC SUPPLY</b>		<b>241.43</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ACCESS SECURITY CONTROLS INT., INC.</b>				
10/11/2010	204579	225.00		
			MONITORING SVCS-FAC STORAGE	75.00
			MONITORING SVCS-SNNYMD MIDDLE	75.00
			MONITORING SVCS-STARS BLDG	75.00
10/18/2010	204678	75.00	MONITORING SVCS-ERC	75.00
10/25/2010	204771	760.00	MONITORING SVCS-FS #58	760.00
<b>Vendor Total</b>		<b>1,060.00</b>		
<b>FYTD for ACCESS SECURITY CONTROLS INT., INC.</b>		<b>3,982.00</b>		
<b>ADAMS, MARK L.</b>				
10/4/2010	881240	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ADAMS, MARK L.</b>		<b>1,274.92</b>		
<b>ADLERHORST INTERNATIONAL INC.</b>				
10/11/2010	881319	283.34	K-9 TRAINING-PD	283.34
<b>Vendor Total</b>		<b>283.34</b>		
<b>FYTD for ADLERHORST INTERNATIONAL INC.</b>		<b>18,007.07</b>		
<b>ADMINSURE</b>				
10/11/2010	204580	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>10,400.00</b>		
<b>ADVANCE REFRIGERATION &amp; ICE SYSTEMS, INC</b>				
10/18/2010	881350	205.00	ICE MACHINE MAINT-FS #2	205.00
<b>Vendor Total</b>		<b>205.00</b>		
<b>FYTD for ADVANCE REFRIGERATION &amp; ICE SYSTEMS, INC</b>		<b>13,118.00</b>		
<b>ADVANCED ELECTRIC</b>				
10/18/2010	204679	97.60	REFUND-PERMIT FEE	97.60
<b>Vendor Total</b>		<b>97.60</b>		
<b>FYTD for ADVANCED ELECTRIC</b>		<b>2,893.60</b>		



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<b>AEI-CASC ENGINEERING</b>				
10/18/2010	881351	1,036.00		
			PROF CONSULTING SVCS-NPDES	1,036.00
<b>Vendor Total</b>		<b>1,036.00</b>		
<b>FYTD for AEI-CASC ENGINEERING</b>		<b>8,174.54</b>		
<b>AEROCOACH TRANSPORTATION, LLC</b>				
10/11/2010	204581	3,909.77		
			BUS SVCS-STARS	781.95
			BUS SVCS-STARS	390.98
			BUS SVCS-STARS	390.98
			BUS SVCS-STARS	390.98
			BUS SVCS-STARS	781.95
			BUS SVCS-STARS	390.98
			BUS SVCS-STARS	781.95
10/25/2010	204772	1,563.91		
			BUS SVCS-STARS	90.23
			BUS SVCS-STARS	691.72
			BUS SVCS-STARS	390.98
			BUS SVCS-STARS	390.98
<b>Vendor Total</b>		<b>5,473.68</b>		
<b>FYTD for AEROCOACH TRANSPORTATION, LLC</b>		<b>5,473.68</b>		
<b>AFTERSCHOOL STORE.COM</b>				
10/11/2010	204582	21,871.51		
			AFTERSCHOOL SNACKS-STARS	16,958.51
			AFTERSCHOOL SNACKS-STARS	4,913.00
<b>Vendor Total</b>		<b>21,871.51</b>		
<b>FYTD for AFTERSCHOOL STORE.COM</b>		<b>62,145.69</b>		
<b>AHLERS, ROSCEAL</b>				
10/18/2010	204680	76.00		
			INSTRUCTION SVCS-2 DAYS	76.00
<b>Vendor Total</b>		<b>76.00</b>		
<b>FYTD for AHLERS, ROSCEAL</b>		<b>76.00</b>		
<b>AIR CLEANING SYSTEMS INC.</b>				
10/18/2010	204768	683.29		
			PLYMOVENT MAINT-FIRE	170.00
			PLYMOVENT MAINT-FIRE	513.29
<b>Vendor Total</b>		<b>683.29</b>		
<b>FYTD for AIR CLEANING SYSTEMS INC.</b>		<b>2,872.10</b>		



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<b>ALLIANZ LIFE INSURANCE CO</b>				
10/11/2010	204583	75.00		
			NON-EXEMPT ANNUITY	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for ALLIANZ LIFE INSURANCE CO</b>		<b>300.00</b>		
<b>ALLSTAR CABLE PRODUCTS, INC.</b>				
10/25/2010	204773	3,870.38		
			TRFFC SIGNAL CABLES	788.44
			TRFFC SIGNAL CABLES	3,006.94
			TRFFC SIGNAL CABLES-FREIGHT	75.00
<b>Vendor Total</b>		<b>3,870.38</b>		
<b>FYTD for ALLSTAR CABLE PRODUCTS, INC.</b>		<b>3,870.38</b>		
<b>AMAYA, STEVE</b>				
10/4/2010	204470	843.00		
			REFUND-RNTL DEP 9/18	93.00
			REFUND-RNTL DEP 9/18	750.00
<b>Vendor Total</b>		<b>843.00</b>		
<b>FYTD for AMAYA, STEVE</b>		<b>843.00</b>		
<b>AMELITA ABAYA SALON</b>				
10/18/2010	204681	57.00		
			REFUND-BUS LIC OVRPMT	57.00
<b>Vendor Total</b>		<b>57.00</b>		
<b>FYTD for AMELITA ABAYA SALON</b>		<b>57.00</b>		
<b>AMERICAN FORENSIC NURSES</b>				
10/4/2010	881241	1,591.04		
			BLOOD DRAWS	123.24
			BLOOD DRAWS	41.08
			BLOOD DRAWS	1,426.72
10/18/2010	881353	1,087.00		
			BLOOD DRAWS	82.16
			BLOOD DRAWS	1,004.84
<b>Vendor Total</b>		<b>2,678.04</b>		
<b>FYTD for AMERICAN FORENSIC NURSES</b>		<b>8,268.66</b>		
<b>AMERICAN QUICK PRINTING</b>				
10/11/2010	881320	193.58		
			SERVICE REQUEST FORMS	193.58
<b>Vendor Total</b>		<b>193.58</b>		
<b>FYTD for AMERICAN QUICK PRINTING</b>		<b>237.08</b>		



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<b>AMERICAN ROTARY BROOM CO.</b>				
10/25/2010	881377	828.46	STREET SWEEPER BROOM KITS	828.46
<b>Vendor Total</b>		<b>828.46</b>		
<b>FYTD for AMERICAN ROTARY BROOM CO.</b>		<b>9,370.59</b>		
<b>AMERICAN TOWERS</b>				
10/11/2010	204584	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>2,573.48</b>		
<b>AMERIGAS PROPANE LP</b>				
10/18/2010	204682	50.03	PROPANE TANK RENTAL	50.03
<b>Vendor Total</b>		<b>50.03</b>		
<b>FYTD for AMERIGAS PROPANE LP</b>		<b>50.03</b>		
<b>AMERIMARK DIRECT</b>				
10/25/2010	204774	156.75	PROMOTIONAL RECYCLING ITEMS	156.75
			PROMOTIONAL RECYCLING ITEMS	13.72
			SALES TAX ACCRUAL	-13.72
<b>Vendor Total</b>		<b>156.75</b>		
<b>FYTD for AMERIMARK DIRECT</b>		<b>156.75</b>		
<b>AMTECH ELEVATOR SERVICES</b>				
10/18/2010	204683	121.92	ELEVATOR MAINT-CITY HALL	121.92
<b>Vendor Total</b>		<b>121.92</b>		
<b>FYTD for AMTECH ELEVATOR SERVICES</b>		<b>695.03</b>		
<b>ANIMAL EMERGENCY CLINIC, INC.</b>				
10/4/2010	881242	535.00	EMERGENCY VET SVCS	55.00
			EMERGENCY VET SVCS	55.00
			EMERGENCY VET SVCS	55.00
			EMERGENCY VET SVCS	75.00
			EMERGENCY VET SVCS	55.00
			EMERGENCY VET SVCS	55.00
			EMERGENCY VET SVCS	75.00
			EMERGENCY VET SVCS	55.00
			EMERGENCY VET SVCS	55.00
<b>Vendor Total</b>		<b>535.00</b>		
<b>FYTD for ANIMAL EMERGENCY CLINIC, INC.</b>		<b>1,085.00</b>		





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<b>ARCHIVE MANAGEMENT SERVICE</b>				
10/4/2010	881243	1,432.94	OFFSITE STORAGE SVC-CITY CLRKS	1,432.94
<b>Vendor Total</b>		<b>1,432.94</b>		
<b>FYTD for ARCHIVE MANAGEMENT SERVICE</b>		<b>4,754.98</b>		
<b>ARELLANO, MARIA</b>				
10/4/2010	204471	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for ARELLANO, MARIA</b>		<b>20.00</b>		
<b>ARNWINE, CAROL</b>				
10/4/2010	204472	95.00	REFUND-ANML SVC FEES	20.00
			REFUND-ANML SVC FEES	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for ARNWINE, CAROL</b>		<b>95.00</b>		



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<b>ARROWHEAD WATER</b>				
10/4/2010	204473	315.78		
			WATER PURIF RNTL-CITY HALL	125.01
			WATER PURIF RNTL-CITY YARD	25.00
			WATER PURIF RNTL-TRAILER	25.00
			WATER PURIF RNTL-LIBRARY	25.00
			WATER PURIF RNTL-FS #2	25.00
			WATER PURIF RNTL-FS #6	25.00
			WATER PURIF RNTL-FS #58	15.77
			WATER PURIF RNTL-FS #65	25.00
			WATER PURIF RNTL-FS #91	25.00
10/11/2010	204585	200.00		
			WATER PURIF RNTL-ANML SHLTR	50.00
			WATER PURIF RNTL-SENIOR CTR	25.00
			WATER PURIF RNTL-SPCL DIST	25.00
			WATER PURIF RNTL-TS ANNX	25.00
			WATER PURIF RNTL-FACILITIES	25.00
			WATER PURIF RNTL-CONF & REC CT	25.00
			WATER PURIF RNTL-FS #48	25.00
10/18/2010	204684	25.00		
			WATER PURIF RNTL-STARS	25.00
10/25/2010	204775	176.60		
			WATER PURIF RNTL-EOC	35.83
			WATER PURIF RNTL-LIBRARY	25.00
			WATER PURIF RNTL-FS #2	25.00
			WATER PURIF RNTL-FS #6	25.00
			WATER PURIF RNTL-FS #58	15.77
			WATER PURIF RNTL-FS #65	25.00
			WATER PURIF RNTL-FS #91	25.00
<b>Vendor Total</b>		<b>717.38</b>		
<b>FYTD for ARROWHEAD WATER</b>		<b>2,339.72</b>		
<b>ASSOCIATED REPRODUCTION SVC</b>				
10/11/2010	204586	131.42		
			LEGAL SVCS	131.42
10/18/2010	204685	128.58		
			LEGAL SVCS	128.58
<b>Vendor Total</b>		<b>260.00</b>		
<b>FYTD for ASSOCIATED REPRODUCTION SVC</b>		<b>260.00</b>		
<b>AT&amp;T MOBILITY</b>				
10/4/2010	204474	91.52		
			CELL PH CHRGS-PD MBL CMMND CTR	91.52
<b>Vendor Total</b>		<b>91.52</b>		
<b>FYTD for AT&amp;T MOBILITY</b>		<b>368.25</b>		



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<b>AT&amp;T/MCI</b>				
10/4/2010	204475	183.55	COMMUNICATION SVCS-GTF	183.55
<b>Vendor Total</b>		<b>183.55</b>		
<b>FYTD for AT&amp;T/MCI</b>		<b>734.20</b>		
<b>AUTOMATIC STOREFRONT SERVICE, INC.</b>				
10/11/2010	204587	1,086.88	PANEL ROLLERS-CONF & REC CTR	1,086.88
<b>Vendor Total</b>		<b>1,086.88</b>		
<b>FYTD for AUTOMATIC STOREFRONT SERVICE, INC.</b>		<b>1,086.88</b>		
<b>AV GRAPHICS, INC.</b>				
10/18/2010	204686	2,695.00	ADMIN CITATIONS-PD	2,610.00
			ADMIN CITATIONS-PD	85.00
<b>Vendor Total</b>		<b>2,695.00</b>		
<b>FYTD for AV GRAPHICS, INC.</b>		<b>2,695.00</b>		
<b>BACHER, GRACE</b>				
10/4/2010	204476	305.60	RETIREE MED OCT '10	305.60
<b>Vendor Total</b>		<b>305.60</b>		
<b>FYTD for BACHER, GRACE</b>		<b>1,222.40</b>		
<b>BALWINSKI, CHRISTOPHER</b>				
10/25/2010	204776	105.00	SPORTS OFFICIATING SVCS	105.00
<b>Vendor Total</b>		<b>105.00</b>		
<b>FYTD for BALWINSKI, CHRISTOPHER</b>		<b>105.00</b>		
<b>BARNES, DARLENE</b>				
10/4/2010	881244	114.50	RETIREE MED SEPT '10	114.50
<b>Vendor Total</b>		<b>114.50</b>		
<b>FYTD for BARNES, DARLENE</b>		<b>572.50</b>		
<b>BATTERY SOLUTIONS</b>				
10/11/2010	204588	59.00	BATTERY RECYCLING SYSTEM	59.00
			BATTERY RECYCLING SYSTEM	5.16
			SALES TAX ACCRUAL	-5.16
<b>Vendor Total</b>		<b>59.00</b>		
<b>FYTD for BATTERY SOLUTIONS</b>		<b>59.00</b>		



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<b>BELCHER, CALVIN</b>				
10/18/2010	204687	75.00	REFUND-RNTL DEP 9/25	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for BELCHER, CALVIN</b>		<b>75.00</b>		
<b>BELL, MATTHEW</b>				
10/18/2010	204688	90.00	APPEARANCE FEE FOR LIBRARY	90.00
<b>Vendor Total</b>		<b>90.00</b>		
<b>FYTD for BELL, MATTHEW</b>		<b>90.00</b>		
<b>BEMUS LANDSCAPE, INC.</b>				
10/11/2010	204589	1,334.12	REPAIR OF BROKEN MAIN LINE-EOC	1,275.52
			REPLACE BROKEN SOLENOID-EOC	58.60
<b>Vendor Total</b>		<b>1,334.12</b>		
<b>FYTD for BEMUS LANDSCAPE, INC.</b>		<b>170,948.37</b>		
<b>BENESYST</b>				
10/18/2010	881354	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>80.52</b>		
<b>BENESYST, INC.</b>				
10/11/2010	204590	245.00	COBRA ADMIN SVCS-HR	245.00
10/25/2010	204779	465.61	FLEX ADMIN SVCS-HR	220.61
			COBRA ADMIN SVCS-HR	245.00
<b>Vendor Total</b>		<b>710.61</b>		
<b>FYTD for BENESYST, INC.</b>		<b>2,329.75</b>		
<b>BERTOLINI, INC</b>				
10/4/2010	204478	7,262.50	BANQUET CHAIRS-CONF & REC CTR	4,380.00
			BANQUET CHAIRS-ADD ON GANGERS	1,100.00
			BANQUET CHAIRS-INSTALLATION	1,100.00
			BANQUET CHAIRS-SALES TAX	479.50
			BANQUET CHAIRS-SHIPING	203.00
<b>Vendor Total</b>		<b>7,262.50</b>		
<b>FYTD for BERTOLINI, INC</b>		<b>7,262.50</b>		



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<b>BIO-TOX LABORATORIES</b>				
10/11/2010	204591	4,159.70		
			TOXICOLOGY TESTING SVCS-PD	412.30
			TOXICOLOGY TESTING SVCS-PD	3,747.40
10/18/2010	204689	237.46		
			TOXICOLOGY TESTING SVCS-PD	237.46
<b>Vendor Total</b>		<b>4,397.16</b>		
<b>FYTD for BIO-TOX LABORATORIES</b>		<b>18,721.28</b>		
<b>BLAIR, CHERYL</b>				
10/4/2010	204479	54.00		
			INSTRUCTOR SVCS-BELLY DANCING	54.00
10/11/2010	204592	108.00		
			INSTRUCTOR SVCS-BELLY DANCING	108.00
<b>Vendor Total</b>		<b>162.00</b>		
<b>FYTD for BLAIR, CHERYL</b>		<b>972.00</b>		
<b>BLINDS 4 LESS</b>				
10/18/2010	204690	836.68		
			WINDOW BLINDS-ERC	741.68
			WINDOW BLINDS-ERC	95.00
<b>Vendor Total</b>		<b>836.68</b>		
<b>FYTD for BLINDS 4 LESS</b>		<b>836.68</b>		
<b>BLUE SHIELD OF CALIFORNIA</b>				
10/25/2010	204780	278.85		
			HEALTH INS PREMIUMS	278.85
<b>Vendor Total</b>		<b>278.85</b>		
<b>FYTD for BLUE SHIELD OF CALIFORNIA</b>		<b>1,359.42</b>		
<b>BOBO II, FELIX</b>				
10/25/2010	204781	98.00		
			MILEAGE REIMBURSEMENT	98.00
<b>Vendor Total</b>		<b>98.00</b>		
<b>FYTD for BOBO II, FELIX</b>		<b>482.50</b>		
<b>BORJON, JAVIER &amp; GLORIA</b>				
10/11/2010	204593	54.50		
			REFUND-CITATION FEE	54.50
<b>Vendor Total</b>		<b>54.50</b>		
<b>FYTD for BORJON, JAVIER &amp; GLORIA</b>		<b>54.50</b>		



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<b>BPS TACTICAL, INC</b>				
10/4/2010	204480	19.58	EMBROIDERY SVCS-PD	19.58
<b>Vendor Total</b>		<b>19.58</b>		
<b>FYTD for BPS TACTICAL, INC</b>		<b>375.19</b>		
<b>BRE PROPERTIES, INC.</b>				
10/11/2010	204594	430.00	REFUND-FALSE ALARM CITATION	200.00
			REFUND-FALSE ALARM CITATION	200.00
			REFUND-FALSE ALARM CITATION	30.00
<b>Vendor Total</b>		<b>430.00</b>		
<b>FYTD for BRE PROPERTIES, INC.</b>		<b>430.00</b>		



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<b>BRODART CO.</b>				
10/4/2010	204481	557.40		
			MISC BOOKS-LIBRARY	38.36
			MISC BOOKS-LIBRARY	27.52
			MISC BOOKS-LIBRARY	21.36
			MISC BOOKS-LIBRARY	15.96
			MISC BOOKS-LIBRARY	50.25
			MISC BOOKS-LIBRARY	22.59
			MISC BOOKS-LIBRARY	36.52
			MISC BOOKS-LIBRARY	59.49
			MISC BOOKS-LIBRARY	23.19
			MISC BOOKS-LIBRARY	27.36
			MISC BOOKS-LIBRARY	27.36
			MISC BOOKS-LIBRARY	21.98
			MISC BOOKS-LIBRARY	41.96
			MISC BOOKS-LIBRARY	22.59
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	22.59
			MISC BOOKS-LIBRARY	27.42
			MISC BOOKS-LIBRARY	24.74
			MISC BOOKS-LIBRARY	24.78
10/25/2010	204784	3,181.48		
			MISC BOOKS-LIBRARY	34.03
			MISC BOOKS-LIBRARY	91.70
			MISC BOOKS-LIBRARY	80.12
			MISC BOOKS-LIBRARY	28.03
			MISC BOOKS-LIBRARY	15.92
			MISC BOOKS-LIBRARY	43.17
			MISC BOOKS-LIBRARY	18.36
			MISC BOOKS-LIBRARY	177.49
			MISC BOOKS-LIBRARY	86.18
			MISC BOOKS-LIBRARY	25.92
			MISC BOOKS-LIBRARY	91.72
			MISC BOOKS-LIBRARY	23.17
			MISC BOOKS-LIBRARY	43.18
			MISC BOOKS-LIBRARY	21.56
			MISC BOOKS-LIBRARY	28.09
			MISC BOOKS-LIBRARY	42.53
			MISC BOOKS-LIBRARY	81.34
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	57.68
			MISC BOOKS-LIBRARY	38.41
			MISC BOOKS-LIBRARY	49.64
			MISC BOOKS-LIBRARY	21.98
			MISC BOOKS-LIBRARY	23.19
			MISC BOOKS-LIBRARY	86.42
			MISC BOOKS-LIBRARY	171.77
			MISC BOOKS-LIBRARY	49.64
			MISC BOOKS-LIBRARY	16.46
			MISC BOOKS-LIBRARY	43.76
			MISC BOOKS-LIBRARY	227.24
			MISC BOOKS-LIBRARY	33.99
			MISC BOOKS-LIBRARY	287.82



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			MISC BOOKS-LIBRARY	204.21
			MISC BOOKS-LIBRARY	150.69
			MISC BOOKS-LIBRARY	296.16
			MISC BOOKS-LIBRARY	20.79
			MISC BOOKS-LIBRARY	42.57
			MISC BOOKS-LIBRARY	120.79
			MISC BOOKS-LIBRARY	23.17
			MISC BOOKS-LIBRARY	43.53
			MISC BOOKS-LIBRARY	48.78
			MISC BOOKS-LIBRARY	24.41
			MISC BOOKS-LIBRARY	57.60
			MISC BOOKS-LIBRARY	23.20
			MISC BOOKS-LIBRARY	42.31
<b>Vendor Total</b>		<b>3,738.88</b>		
<b>FYTD for BRODART CO.</b>		<b>14,874.14</b>		
<b>BROWN, CHRISTOPHER</b>				
10/4/2010	204482	0.00		
			PER DIEM-BURG/THEFT INVSTG TRN	260.00
			VOIDED CHECK #204482 ON10/6/10	-260.00
<b>Vendor Total</b>		<b>0.00</b>		
<b>FYTD for BROWN, CHRISTOPHER</b>		<b>0.00</b>		
<b>BUCKINGHAM, STAN</b>				
10/4/2010	204483	318.73		
			RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for BUCKINGHAM, STAN</b>		<b>1,274.92</b>		
<b>BURSTEIN, MARK</b>				
10/25/2010	204785	1,721.00		
			LEGAL SVCS	1,721.00
<b>Vendor Total</b>		<b>1,721.00</b>		
<b>FYTD for BURSTEIN, MARK</b>		<b>1,721.00</b>		
<b>BWI - BOOK WHOLESALERS, INC.</b>				
10/25/2010	204786	3,078.32		
			MISC BOOKS-LIBRARY	12.02
			MISC BOOKS-LIBRARY	80.99
			MISC BOOKS-LIBRARY	62.67
			MISC BOOKS-LIBRARY	58.48
			MISC BOOKS-LIBRARY	17.89
			MISC BOOKS-LIBRARY	2,514.99
			MISC BOOKS-LIBRARY	152.03
			MISC BOOKS-LIBRARY	179.25
<b>Vendor Total</b>		<b>3,078.32</b>		
<b>FYTD for BWI - BOOK WHOLESALERS, INC.</b>		<b>10,349.86</b>		





# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CAIN, GREGORY</b>				
10/4/2010	881245	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CAIN, GREGORY</b>		<b>1,274.92</b>		
<b>CALBO-CALIFORNIA BUILDING OFFICIALS</b>				
10/4/2010	204484	1,450.00	TRNG SEMINARS-B&S STAFF-NOV'10	1,450.00
<b>Vendor Total</b>		<b>1,450.00</b>		
<b>FYTD for CALBO-CALIFORNIA BUILDING OFFICIALS</b>		<b>1,450.00</b>		
<b>CALIFORNIA BUILDING STANDARDS COMMISSION</b>				
10/12/2010	204675	392.40	PERMIT VALUATION FEES	392.40
<b>Vendor Total</b>		<b>392.40</b>		
<b>FYTD for CALIFORNIA BUILDING STANDARDS COMMISSION</b>		<b>846.00</b>		
<b>CALIFORNIA CENTERS MAGAZINE, INC.</b>				
10/11/2010	204595	3,780.00	ADVERTISING SVCS-EDD	3,780.00
<b>Vendor Total</b>		<b>3,780.00</b>		
<b>FYTD for CALIFORNIA CENTERS MAGAZINE, INC.</b>		<b>3,780.00</b>		
<b>CALIFORNIA DEPT. OF FISH &amp; GAME</b>				
10/25/2010	204787	3,809.50	FILING FEE-STREAMBED ALTER.	3,809.50
<b>Vendor Total</b>		<b>3,809.50</b>		
<b>FYTD for CALIFORNIA DEPT. OF FISH &amp; GAME</b>		<b>3,809.50</b>		
<b>CALIFORNIA REDEVELOPMENT ASSOCIATION</b>				
10/4/2010	204485	12,400.00	MEMBERSHIP RENEWAL-EDD	12,400.00
<b>Vendor Total</b>		<b>12,400.00</b>		
<b>FYTD for CALIFORNIA REDEVELOPMENT ASSOCIATION</b>		<b>12,400.00</b>		
<b>CANNON, ANA M.</b>				
10/4/2010	204486	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CANNON, ANA M.</b>		<b>1,100.37</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CANON FINANCIAL SERVICES, INC.</b>				
10/11/2010	204596	7,590.68		
			COPIER LEASE	7,059.29
			COPIER LEASE	531.39
<b>Vendor Total</b>		<b>7,590.68</b>		
<b>FYTD for CANON FINANCIAL SERVICES, INC.</b>		<b>30,362.72</b>		
<b>CARTER, ROSALYN</b>				
10/4/2010	881246	318.73		
			RETIREE MED SEPT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CARTER, ROSALYN</b>		<b>1,368.99</b>		
<b>CASS, ELAINE</b>				
10/4/2010	204487	38.00		
			REFUND-TRAP DEPOSIT	38.00
<b>Vendor Total</b>		<b>38.00</b>		
<b>FYTD for CASS, ELAINE</b>		<b>38.00</b>		
<b>CASTILLO, TONDRA</b>				
10/11/2010	204597	12.77		
			REFUND-HARNES PURCHASE	11.85
			REFUND-HARNES PURCHASE	0.92
<b>Vendor Total</b>		<b>12.77</b>		
<b>FYTD for CASTILLO, TONDRA</b>		<b>12.77</b>		
<b>CEMEX</b>				
10/11/2010	204599	719.12		
			CEMENT PURCHASE	408.91
			CEMENT PURCHASE	310.21
<b>Vendor Total</b>		<b>719.12</b>		
<b>FYTD for CEMEX</b>		<b>719.12</b>		
<b>CENTRAL OCCUPATIONAL MEDICINE PROVIDERS</b>				
10/25/2010	204788	490.00		
			PRE-EMPLOYMENT PHYSICALS	490.00
<b>Vendor Total</b>		<b>490.00</b>		
<b>FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS</b>		<b>490.00</b>		
<b>CERTIFIED CREDIT REPORTING, INC</b>				
10/11/2010	204600	6.32		
			CREDIT PROFILE SVCS	6.32
<b>Vendor Total</b>		<b>6.32</b>		
<b>FYTD for CERTIFIED CREDIT REPORTING, INC</b>		<b>64.88</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHANCY, CHIZURU</b>				
10/11/2010	204601	117.00		
			INSTRUCTOR SVCS-HAWAIIAN DANCE	23.40
			INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
			INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
<b>Vendor Total</b>		<b>117.00</b>		
<b>FYTD for CHANCY, CHIZURU</b>		<b>561.60</b>		
<b>CHANDLER ASSET MANAGEMENT, INC</b>				
10/25/2010	881378	8,834.00		
			INVESTMENT MGMT SVCS	8,834.00
<b>Vendor Total</b>		<b>8,834.00</b>		
<b>FYTD for CHANDLER ASSET MANAGEMENT, INC</b>		<b>35,078.00</b>		
<b>CHAPMAN, STEVE</b>				
10/4/2010	204488	318.73		
			RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CHAPMAN, STEVE</b>		<b>1,274.92</b>		
<b>CHAPPELL, ISAAC</b>				
10/4/2010	204489	318.73		
			RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CHAPPELL, ISAAC</b>		<b>1,274.92</b>		
<b>CHERRY VALLEY FEED</b>				
10/4/2010	204490	44.58		
			MISC K-9 FOOD-PD	44.58
<b>Vendor Total</b>		<b>44.58</b>		
<b>FYTD for CHERRY VALLEY FEED</b>		<b>472.94</b>		
<b>CHRISTIAN, OWEN</b>				
10/4/2010	881247	194.53		
			RETIREE MED OCT '10	194.53
<b>Vendor Total</b>		<b>194.53</b>		
<b>FYTD for CHRISTIAN, OWEN</b>		<b>778.12</b>		
<b>CHROMY, JUDY</b>				
10/4/2010	204491	50.00		
			REFUND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for CHROMY, JUDY</b>		<b>50.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CINTAS CORPORATION</b>				
10/4/2010	204492	171.93		
			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-PARK STAFF	53.01
			UNIFORM RNTL SVC-TRFFC MAINT	11.23
			UNIFORM RNTL SVC-TRFFC MAINT	11.23
			UNIFORM RNTL SVC-SIGNING STAFF	13.85
			UNIFORM RNTL SVC-SIGNING STAFF	13.85
			UNIFORM RNTL SVC-CFD #1 STAFF	13.77
			UNIFORM RNTL SVC-FAC MAINT	16.65
			UNIFORM RNTL SVC-FAC MAINT	16.65
			UNIFORM RNTL SVC-GOLF CRS STAF	5.85
10/11/2010	204603	673.14		
			UNIFORM RNTL SVC-GRAFFITI RMVL	8.37
			UNIFORM RNTL SVC-EQUIP MAINT	22.26
			UNIFORM RNTL SVC-TREE MAINT	8.37
			UNIFORM RNTL SVC-ST SWEEPER	5.58
			UNIFORM RNTL SVC-DRAIN MAINT	2.79
			UNIFORM RNTL SVC-ST MAINT	41.49
			UNIFORM RNTL SVC-CONC MAINT	8.37
			UNIFORM RNTL SVC-GRAFFITI RMVL	8.37
			UNIFORM RNTL SVC-GRAFFITI RMVL	8.37
			UNIFORM RNTL SVC-GRAFFITI RMVL	8.37
			UNIFORM RNTL SVC-GRAFFITI RMVL	8.37
			UNIFORM RNTL SVC-EQUIP MAINT	22.26
			UNIFORM RNTL SVC-EQUIP MAINT	22.26
			UNIFORM RNTL SVC-EQUIP MAINT	22.26
			UNIFORM RNTL SVC-EQUIP MAINT	22.26
			UNIFORM RNTL SVC-TREE MAINT	8.37
			UNIFORM RNTL SVC-TREE MAINT	8.37
			UNIFORM RNTL SVC-TREE MAINT	8.37
			UNIFORM RNTL SVC-TREE MAINT	8.37
			UNIFORM RNTL SVC-ST SWEEPER	5.58
			UNIFORM RNTL SVC-ST SWEEPER	5.58
			UNIFORM RNTL SVC-ST SWEEPER	5.58
			UNIFORM RNTL SVC-ST SWEEPER	5.58
			UNIFORM RNTL SVC-DRAIN MAINT	2.79
			UNIFORM RNTL SVC-DRAIN MAINT	2.79
			UNIFORM RNTL SVC-DRAIN MAINT	2.79
			UNIFORM RNTL SVC-DRAIN MAINT	2.79
			UNIFORM RNTL SVC-ST MAINT	41.49
			UNIFORM RNTL SVC-ST MAINT	41.49
			UNIFORM RNTL SVC-ST MAINT	41.49
			UNIFORM RNTL SVC-ST MAINT	41.49
			UNIFORM RNTL SVC-CONC MAINT	8.37
			UNIFORM RNTL SVC-CONC MAINT	8.37
			UNIFORM RNTL SVC-CONC MAINT	8.37
			UNIFORM RNTL SVC-CONC MAINT	8.37
			UNIFORM RNTL SVC-PARKS STAFF	53.01
			UNIFORM RNTL SVC-PARKS STAFF	53.01
			UNIFORM RNTL SVC-CFD#1 STAFF	13.77



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			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-TRFFC MAINT	11.23
			UNIFORM RNTL SVC-SIGNING CREW	13.85
			UNIFORM RNTL SVC-FAC MAINT	16.65
10/18/2010	204691	83.43		
			UNIFORM RNTL SVC-PARKS STAFF	53.01
			UNIFORM RNTL SVC-CFD #1 STAFF	13.77
			UNIFORM RNTL SVC-FAC MAINT	16.65
10/25/2010	204789	261.27		
			UNIFORM RNTL SVC-TRFFC MAINT	11.23
			UNIFORM RNTL SVC-TRFFC MAINT	11.23
			UNIFORM RNTL SVC-SIGNING CREW	13.85
			UNIFORM RNTL SVC-SIGNING CREW	13.85
			UNIFORM RNTL SVC-GRAFFITI RMVL	8.37
			UNIFORM RNTL SVC-GRAFFITI RMVL	8.37
			UNIFORM RNTL SVC-EQUIP MAINT	22.26
			UNIFORM RNTL SVC-EQUIP MAINT	22.26
			UNIFORM RNTL SVC-TREE MAINT	8.37
			UNIFORM RNTL SVC-TREE MAINT	8.37
			UNIFORM RNTL SVC-ST SWEEPING	5.58
			UNIFORM RNTL SVC-ST SWEEPING	5.58
			UNIFORM RNTL SVC-DRAIN MAINT	2.79
			UNIFORM RNTL SVC-DRAIN MAINT	2.79
			UNIFORM RNTL SVC-ST MAINT	41.49
			UNIFORM RNTL SVC-ST MAINT	41.49
			UNIFORM RNTL SVC-CONCRETE MAIN	8.37
			UNIFORM RNTL SVC-CONCRETE MAIN	8.37
			UNIFORM RNTL SVC-FAC MAINT	16.65

**Vendor Total 1,189.77**

**FYTD for CINTAS CORPORATION 3,868.40**

**CITY OF MORENO VALLEY VEBA TRUST**

10/11/2010	881321	4,150.00	EXEMPT VEBA	4,150.00
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**Vendor Total 4,150.00**

**FYTD for CITY OF MORENO VALLEY VEBA TRUST 16,400.00**

**COLETTA, LEANN M.**

10/18/2010	204692	462.00	PER DIEM-IAEM CONFERENCE	462.00
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**Vendor Total 462.00**

**FYTD for COLETTA, LEANN M. 462.00**



# City of Moreno Valley

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<b>COLLINS, DEBRA</b>				
10/25/2010	204790	30.00	REFUND-FALSE ALARM CITATION	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for COLLINS, DEBRA</b>		<b>30.00</b>		
<b>COLLOPY, JEFF</b>				
10/25/2010	204791	3,312.00	PROF SERVICES	3,312.00
<b>Vendor Total</b>		<b>3,312.00</b>		
<b>FYTD for COLLOPY, JEFF</b>		<b>3,312.00</b>		
<b>COLONIAL SUPPLEMENTAL INSURANCE</b>				
10/4/2010	204493	7,086.27	SUPPLEMENTAL INSURANCE	7,086.27
<b>Vendor Total</b>		<b>7,086.27</b>		
<b>FYTD for COLONIAL SUPPLEMENTAL INSURANCE</b>		<b>28,499.16</b>		
<b>COMMUNITY HEALTH CHARITIES</b>				
10/11/2010	204604	151.47	CHC CONTRIBUTIONS	151.47
10/25/2010	204792	151.47	CHC CONTRIBUTIONS	151.47
<b>Vendor Total</b>		<b>302.94</b>		
<b>FYTD for COMMUNITY HEALTH CHARITIES</b>		<b>1,363.23</b>		
<b>CORBIN, LINDA LUE</b>				
10/11/2010	204605	400.00	REFUND-CITATION FEE	400.00
<b>Vendor Total</b>		<b>400.00</b>		
<b>FYTD for CORBIN, LINDA LUE</b>		<b>400.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COSTCO</b>				
10/4/2010	204494	781.59	MISC SUPPLIES-SKATE PARK	430.17
			MISC SUPPLIES-STARS	295.68
			MISC SUPPLIES-EDD	55.74
10/11/2010	204606	780.96	MISC SUPPLIES-STARS	178.67
			MISC SUPPLIES-STARS	98.22
			MISC SUPPLIES-STARS	71.40
			MISC SUPPLIES-SKATE PARK	432.67
10/18/2010	204693	2,167.74	MISC SUPPLIES-STARS	380.08
			MISC SUPPLIES-STARS	98.33
			MISC SUPPLIES-STARS	122.95
			MISC SUPPLIES-STARS	281.89
			MISC SUPPLIES-CHILDS PLACE	1,284.49
10/25/2010	204793	721.48	MISC SUPPLIES-STARS	102.54
			MISC SUPPLIES-STARS	154.28
			MISC SUPPLIES-STARS	117.22
			MISC SUPPLIES-STARS	347.44
<b>Vendor Total</b>		<b>4,451.77</b>		
<b>FYTD for COSTCO</b>		<b>22,108.61</b>		
<b>COUNSELING TEAM, THE</b>				
10/11/2010	204607	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>6,250.00</b>		
<b>COUNTRY SQUIRE ESTATES</b>				
10/25/2010	204794	90.03	REFUND-UTILITY USER TAXES	90.03
<b>Vendor Total</b>		<b>90.03</b>		
<b>FYTD for COUNTRY SQUIRE ESTATES</b>		<b>385.86</b>		
<b>COUNTY OF RIVERSIDE - RMAP</b>				
10/18/2010	204694	85.40	RECORDATION RQSTS-LAND DEV	85.40
<b>Vendor Total</b>		<b>85.40</b>		
<b>FYTD for COUNTY OF RIVERSIDE - RMAP</b>		<b>169.35</b>		
<b>CRAIG, LAIRD</b>				
10/25/2010	204795	35.00	SPORTS OFFICIATING SVCS	35.00
<b>Vendor Total</b>		<b>35.00</b>		
<b>FYTD for CRAIG, LAIRD</b>		<b>35.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CRAIG, ROSE</b>				
10/18/2010	204695	75.00	REFUND-S/N DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for CRAIG, ROSE</b>		<b>95.00</b>		
<b>CRANE ARCHITECTURAL GROUP</b>				
10/11/2010	204608	952.50	PUB SFTY BLDG RENOVATION PROJ	952.50
<b>Vendor Total</b>		<b>952.50</b>		
<b>FYTD for CRANE ARCHITECTURAL GROUP</b>		<b>6,507.50</b>		
<b>CRUZ, MICHAEL</b>				
10/11/2010	204609	42.00	PARKING-CESA CONF 9/14-9/17/10	42.00
<b>Vendor Total</b>		<b>42.00</b>		
<b>FYTD for CRUZ, MICHAEL</b>		<b>728.00</b>		
<b>CSMFO (CA SOCIETY OF MUNI FINANCE OFF)</b>				
10/14/2010	204676	200.00	BUDGET AWARD APPLICATION FEE	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for CSMFO (CA SOCIETY OF MUNI FINANCE OFF)</b>		<b>250.00</b>		
<b>CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH</b>				
10/18/2010	204696	9,722.36	VECTOR CONTROL SVCS-CODE	9,722.36
<b>Vendor Total</b>		<b>9,722.36</b>		
<b>FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH</b>		<b>9,930.36</b>		
<b>D &amp; D SERVICES DBA D &amp; D DISPOSAL, INC.</b>				
10/25/2010	204796	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>4,980.00</b>		
<b>DALE, KATHLEEN</b>				
10/4/2010	881248	315.59	RETIREE MED OCT '10	315.59
<b>Vendor Total</b>		<b>315.59</b>		
<b>FYTD for DALE, KATHLEEN</b>		<b>1,262.36</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>DATA TICKET, INC.</b>				
10/11/2010	881322	14,658.37		
			CITATION PRCSSNG-ANML SVCS	8,377.14
			CITATION PRCSSNG-BLDG/SFTY	813.93
			CITATION PRCSSNG-CODE	2,672.30
			CITATION PRCSSNG-PD	2,795.00
10/25/2010	881379	210.00		
			MAINT/SUPPORT-PARKING APPLC	105.00
			MAINT/SUPPORT-PARKING APPLC	105.00
<b>Vendor Total</b>		<b>14,868.37</b>		
<b>FYTD for DATA TICKET, INC.</b>		<b>55,347.62</b>		
<b>DATAQUICK CORPORATE HEADQUARTERS</b>				
10/25/2010	204797	130.50		
			ONLINE SVCS-PD	130.50
<b>Vendor Total</b>		<b>130.50</b>		
<b>FYTD for DATAQUICK CORPORATE HEADQUARTERS</b>		<b>522.00</b>		
<b>DAVID EVANS &amp; ASSOCIATES, INC.</b>				
10/18/2010	204697	2,368.92		
			SUNNYMD BLVD REVIT PROJ SVCS	2,368.92
<b>Vendor Total</b>		<b>2,368.92</b>		
<b>FYTD for DAVID EVANS &amp; ASSOCIATES, INC.</b>		<b>7,863.85</b>		
<b>DEL REY APPRAISAL SRVCS</b>				
10/11/2010	204610	250.00		
			APPRAISAL SVC-NSP	250.00
<b>Vendor Total</b>		<b>250.00</b>		
<b>FYTD for DEL REY APPRAISAL SRVCS</b>		<b>1,500.00</b>		
<b>DELANY, MAUREEN &amp; SMITH, DAVID</b>				
10/4/2010	204495	75.00		
			REFUND-S/N DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for DELANY, MAUREEN &amp; SMITH, DAVID</b>		<b>75.00</b>		
<b>DELTA DENTAL</b>				
10/11/2010	204611	11,281.51		
			EMPLOYEE DENTAL INSURANCE	11,281.51
<b>Vendor Total</b>		<b>11,281.51</b>		
<b>FYTD for DELTA DENTAL</b>		<b>44,920.29</b>		



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<b>DELTACARE USA</b>				
10/11/2010	204612	6,260.99	EMPLOYEE DENTAL INSURANCE	6,260.99
<b>Vendor Total</b>		<b>6,260.99</b>		
<b>FYTD for DELTACARE USA</b>		<b>25,450.19</b>		
<b>DENNIS GRUBB &amp; ASSOCIATES, LLC</b>				
10/4/2010	881249	6,760.00	PLAN REVIEW SVCS-FIRE PREV	780.00
			PLAN REVIEW SVCS-FIRE PREV	1,535.00
			PLAN REVIEW SVCS-FIRE PREV	260.00
			PLAN REVIEW SVCS-FIRE PREV	2,505.00
			PLAN REVIEW SVCS-FIRE PREV	1,680.00
10/18/2010	881355	2,750.00	PLAN REVIEW SVCS-FIRE PREV	2,750.00
<b>Vendor Total</b>		<b>9,510.00</b>		
<b>FYTD for DENNIS GRUBB &amp; ASSOCIATES, LLC</b>		<b>37,630.00</b>		
<b>DEPARTMENT OF CONSERVATION</b>				
10/11/2010	204613	649.05	SMI FEES LESS 5% RETAINAGE	683.21
			SMI FEES LESS 5% RETAINAGE	-34.16
<b>Vendor Total</b>		<b>649.05</b>		
<b>FYTD for DEPARTMENT OF CONSERVATION</b>		<b>1,417.86</b>		
<b>DIEHL, EVANS &amp; CO LLP</b>				
10/18/2010	204698	550.00	2010 GOVT TAX SEMINAR	275.00
			2010 GOVT TAX SEMINAR	275.00
<b>Vendor Total</b>		<b>550.00</b>		
<b>FYTD for DIEHL, EVANS &amp; CO LLP</b>		<b>550.00</b>		
<b>DIGITAL TELECOMMUNICATIONS CORP.</b>				
10/4/2010	881250	14,546.17	DTR-32D-1 PHONES FOR NEW E.O.C	9,135.00
			DTR-32D-1 PHONES FOR NEW E.O.C	3,806.25
			POLYCOM SOUNDSTATION2 EX	1,454.92
			SHIPPING CHARGE	150.00
<b>Vendor Total</b>		<b>14,546.17</b>		
<b>FYTD for DIGITAL TELECOMMUNICATIONS CORP.</b>		<b>14,546.17</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>DLS LANDSCAPE, INC</b>				
10/4/2010	204496	12,390.00		
			LANDSCAPE MAINT-CFD #1	2,160.00
			LANDSCAPE MAINT-PARKS	10,230.00
10/25/2010	204798	12,390.00		
			LANDSCAPE MAINT-CFD #1	2,160.00
			LANDSCAPE MAINT-ZONE A	10,230.00
<b>Vendor Total</b>		<b>24,780.00</b>		
<b>FYTD for DLS LANDSCAPE, INC</b>		<b>49,560.00</b>		
<b>DORY, ALLEEN F.</b>				
10/4/2010	204497	194.53		
			RETIREE MED OCT '10	194.53
<b>Vendor Total</b>		<b>194.53</b>		
<b>FYTD for DORY, ALLEEN F.</b>		<b>778.12</b>		
<b>DOWDING, HEATHER</b>				
10/11/2010	204614	54.50		
			REFUND-CITATION OVRPMT	54.50
<b>Vendor Total</b>		<b>54.50</b>		
<b>FYTD for DOWDING, HEATHER</b>		<b>54.50</b>		
<b>DRYAN, MARIE LISA</b>				
10/11/2010	204615	100.00		
			STAFF TRAINING-STARS	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for DRYAN, MARIE LISA</b>		<b>100.00</b>		
<b>DUNNING, GRANT</b>				
10/25/2010	204799	100.00		
			REFUND-ADMIN CITATION	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for DUNNING, GRANT</b>		<b>100.00</b>		
<b>DURAN, BLANCA</b>				
10/11/2010	204616	357.00		
			INSTRUCTOR SVCS-FOLKLORIC DANC	357.00
<b>Vendor Total</b>		<b>357.00</b>		
<b>FYTD for DURAN, BLANCA</b>		<b>1,155.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>E.R. BLOCK PLUMBING &amp; HEATING, INC.</b>				
10/4/2010	204498	3,750.15		
			BACKFLOW TESTING-ZN D	260.00
			BACKFLOW RPLCMNT-PARTS	650.59
			BACKFLOW RPLCMNT-LABOR	187.50
			BACKFLOW RPLCMNT-PARTS	327.14
			BACKFLOW RPLCMNT-LABOR	187.50
			BACKFLOW RPLCMNT-PARTS	650.59
			BACKFLOW RPLCMNT-LABOR	187.50
			BACKFLOW RPLCMNT-PARTS	597.19
			BACKFLOW RPLCMNT-LABOR	187.50
			BACKFLOW RPLCMNT-PARTS	327.14
			BACKFLOW RPLCMNT-LABOR	187.50
10/11/2010	204617	80.00		
			BACKFLOW TESTING-E14	20.00
			BACKFLOW TESTING-ZN D	40.00
			BACKFLOW TESTING-ZN M	20.00
<b>Vendor Total</b>		<b>3,830.15</b>		
<b>FYTD for E.R. BLOCK PLUMBING &amp; HEATING, INC.</b>		<b>9,818.10</b>		
<b>EADIE AND PAYNE LLP.</b>				
10/11/2010	204618	3,565.00		
			PROF SVCS-ASES GRANT	3,565.00
<b>Vendor Total</b>		<b>3,565.00</b>		
<b>FYTD for EADIE AND PAYNE LLP.</b>		<b>29,085.00</b>		
<b>EARLY, PAUL</b>				
10/18/2010	204699	177.50		
			PER DIEM-COMM. PROSECUTION SEM	177.50
<b>Vendor Total</b>		<b>177.50</b>		
<b>FYTD for EARLY, PAUL</b>		<b>177.50</b>		
<b>EASTERN MUNICIPAL WATER DISTRICT</b>				
10/11/2010	204619	3,482.13		
			WATER CHARGES	526.87
			WATER CHARGES	103.01
			WATER CHARGES	95.42
			WATER CHARGES	1,111.22
			WATER CHARGES	1,497.82
			WATER CHARGES	147.79
<b>Vendor Total</b>		<b>3,482.13</b>		
<b>FYTD for EASTERN MUNICIPAL WATER DISTRICT</b>		<b>668,443.11</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ECKENRODE, KENT</b>				
10/4/2010	204500	0.00		
			PER DIEM-BURG/THEFT INVSTG TRN	260.00
			VOIDED CHECK#204500 ON10/13/10	-260.00
<b>Vendor Total</b>		<b>0.00</b>		
<b>FYTD for ECKENRODE, KENT</b>		<b>0.00</b>		
<b>EDGELANE MOBILE PARK</b>				
10/25/2010	881380	9.54		
			REFUND-UTILITY USER TAXES	9.54
<b>Vendor Total</b>		<b>9.54</b>		
<b>FYTD for EDGELANE MOBILE PARK</b>		<b>41.58</b>		
<b>EGGERSTEN, ANNE</b>				
10/4/2010	204501	305.60		
			RETIREE MED OCT '10	305.60
<b>Vendor Total</b>		<b>305.60</b>		
<b>FYTD for EGGERSTEN, ANNE</b>		<b>1,222.40</b>		
<b>ELLIOTT, NISHA</b>				
10/11/2010	204620	100.80		
			INSTRUCTOR SVCS-CARDIO KICKBOX	86.40
			INSTRUCTOR SVCS-CARDIO KICKBOX	14.40
<b>Vendor Total</b>		<b>100.80</b>		
<b>FYTD for ELLIOTT, NISHA</b>		<b>748.80</b>		
<b>EMPLOYMENT DEVELOPMENT DEPARTMENT</b>				
10/27/2010	2738	1,057.81		
			STATE INCOME TAX W/H 10/27/10	1,057.81
<b>Vendor Total</b>		<b>1,057.81</b>		
<b>FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT</b>		<b>356,173.42</b>		
<b>ENCO UTILITY SERVICES MORENO VALLEY LLC</b>				
10/25/2010	204801	334.00		
			METER CHARGES-UTILITY	334.00
<b>Vendor Total</b>		<b>334.00</b>		
<b>FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC</b>		<b>632,604.09</b>		
<b>ENVIRONMENTAL &amp; REGULATORY SPECIALST,INC</b>				
10/11/2010	881323	8,905.00		
			REGULATORY PERMITTING	8,905.00
<b>Vendor Total</b>		<b>8,905.00</b>		
<b>FYTD for ENVIRONMENTAL &amp; REGULATORY SPECIALST,INC</b>		<b>17,790.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>EVANS ENGRAVING &amp; AWARDS</b>				
10/4/2010	881251	10.88		
			NAME BADGE-ARTS COMM	10.88
10/11/2010	881324	30.45		
			ENGRAVING SVCS-PW	30.45
<b>Vendor Total</b>		<b>41.33</b>		
<b>FYTD for EVANS ENGRAVING &amp; AWARDS</b>		<b>542.59</b>		
<b>EVANS RECREATIONAL INSTALLATION INC.</b>				
10/18/2010	204702	1,300.20		
			TOT LOT EQUIP REPAIRS	1,300.20
<b>Vendor Total</b>		<b>1,300.20</b>		
<b>FYTD for EVANS RECREATIONAL INSTALLATION INC.</b>		<b>1,300.20</b>		
<b>EWING IRRIGATION PRODUCTS, INC.</b>				
10/4/2010	204502	2,008.71		
			IRRIGATION SUPPLIES-PARKS	124.64
			IRRIGATION SUPPLIES-PARKS	220.00
			IRRIGATION SUPPLIES-PARKS	477.42
			IRRIGATION SUPPLIES-PARKS	1,120.85
			IRRIGATION SUPPLIES-PARKS	65.80
10/18/2010	204703	25.65		
			IRRIGATION SUPPLIES-PARKS	25.65
<b>Vendor Total</b>		<b>2,034.36</b>		
<b>FYTD for EWING IRRIGATION PRODUCTS, INC.</b>		<b>9,610.81</b>		
<b>EXACT BUILD, INC.</b>				
10/18/2010	204704	1,000.00		
			MOBILEHOME GRANT-CONTRACT SVCS	1,000.00
<b>Vendor Total</b>		<b>1,000.00</b>		
<b>FYTD for EXACT BUILD, INC.</b>		<b>10,000.00</b>		



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<b>EXCEL LANDSCAPE, INC</b>				
10/4/2010	204503	12,922.68		
			LANDSCAPE MAINT-E15	1,070.36
			LANDSCAPE MAINT-E8	1,501.98
			LANDSCAPE MAINT-E15	1,070.36
			LANDSCAPE MAINT-E8	1,501.98
			LANDSCAPE MAINT-WQB	3,889.00
			LANDSCAPE MAINT-WQB	3,889.00
10/18/2010	204705	2,777.17		
			LANDSCAPE MAINT-E7	2,777.17
10/25/2010	204802	9,922.41		
			LANDSCAPE MAINT-E15	1,070.36
			LANDSCAPE MAINT-E8	1,501.98
			LANDSCAPE MAINT-E14	3,461.07
			LANDSCAPE MAINT-WQB	3,889.00
	<b>Vendor Total</b>	<b>25,622.26</b>		
<b>FYTD for EXCEL LANDSCAPE, INC</b>		<b>50,687.96</b>		
<b>FACIANE, MICHAEL</b>				
10/25/2010	204803	79.00		
			REFUND-ADMIN CITATION	79.00
	<b>Vendor Total</b>	<b>79.00</b>		
<b>FYTD for FACIANE, MICHAEL</b>		<b>79.00</b>		
<b>FEENSTRA, JOHN</b>				
10/4/2010	881252	361.25		
			RETIREE MED OCT '10	361.25
	<b>Vendor Total</b>	<b>361.25</b>		
<b>FYTD for FEENSTRA, JOHN</b>		<b>1,445.00</b>		
<b>FINESSE PERSONNEL ASSOCIATES</b>				
10/4/2010	881253	2,328.75		
			TEMP SVCS-A FEAL W/E 9/11	1,113.75
			TEMP SVCS-A FEAL W/E 9/18	1,215.00
10/11/2010	881325	1,628.10		
			TEMP SVCS-L NELSON W/E 7/24	874.80
			TEMP SVCS-L NELSON W/E 7/31	753.30
10/18/2010	881356	2,362.50		
			TEMP SVCS-A FEAL W/E 9/25	1,147.50
			TEMP SVCS-A FEAL W/E 10/02	1,215.00
	<b>Vendor Total</b>	<b>6,319.35</b>		
<b>FYTD for FINESSE PERSONNEL ASSOCIATES</b>		<b>22,907.28</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>FIRST AMERICAN TRUST, FSB</b>				
10/1/2010	1010031	4,445.00	HAP LOAN-MARIO FIGUEIRA	4,445.00
<b>Vendor Total</b>		<b>4,445.00</b>		
<b>FYTD for FIRST AMERICAN TRUST, FSB</b>		<b>149,934.40</b>		
<b>FIRST CHOICE SERVICES</b>				
10/11/2010	881326	62.76	COFFEE SVCS-EMP PAID	62.76
10/18/2010	881357	424.43	COFFEE SVCS-EMP PAID	50.38
			COFFEE SVCS-EMP PAID	159.20
			COFFEE SVCS-EMP PAID	100.44
			COFFEE SVCS-EMP PAID	114.41
<b>Vendor Total</b>		<b>487.19</b>		
<b>FYTD for FIRST CHOICE SERVICES</b>		<b>2,607.62</b>		
<b>FITNESS 19 CA 155 11C</b>				
10/25/2010	204804	233.00	GYM MEMBERSHIP DEDUCTIONS	233.00
<b>Vendor Total</b>		<b>233.00</b>		
<b>FYTD for FITNESS 19 CA 155 11C</b>		<b>1,004.00</b>		
<b>FLORES, ALEXANDER</b>				
10/11/2010	204623	38.00	REFUND-CITATION FEE	38.00
<b>Vendor Total</b>		<b>38.00</b>		
<b>FYTD for FLORES, ALEXANDER</b>		<b>38.00</b>		
<b>FOLEY &amp; LARDNER</b>				
10/11/2010	204624	745.00	LEGAL SVCS	745.00
<b>Vendor Total</b>		<b>745.00</b>		
<b>FYTD for FOLEY &amp; LARDNER</b>		<b>5,580.35</b>		
<b>FORM PRINT COMPANY FPC GRAPHICS</b>				
10/4/2010	204504	885.46	PRINTING SVCS-SPCL DIST	885.46
<b>Vendor Total</b>		<b>885.46</b>		
<b>FYTD for FORM PRINT COMPANY FPC GRAPHICS</b>		<b>21,908.06</b>		





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<b>FOSTER, NANCY A.</b>				
10/4/2010	881254	315.59	RETIREE MED OCT '10	315.59
<b>Vendor Total</b>		<b>315.59</b>		
<b>FYTD for FOSTER, NANCY A.</b>		<b>1,262.36</b>		
<b>FRANCE PUBLICATIONS, INC</b>				
10/11/2010	204625	3,200.00	ADVERTISING SVCS-EDD	3,200.00
<b>Vendor Total</b>		<b>3,200.00</b>		
<b>FYTD for FRANCE PUBLICATIONS, INC</b>		<b>3,200.00</b>		
<b>FRANCHISE TAX BOARD</b>				
10/11/2010	204626	62.50	GARNISHMENT	50.00
			GARNISHMENT	12.50
10/11/2010	204627	25.16	GARNISHMENT	25.16
10/25/2010	204805	62.50	GARNISHMENT	50.00
			GARNISHMENT	12.50
10/25/2010	204806	19.44	GARNISHMENT	19.44
<b>Vendor Total</b>		<b>169.60</b>		
<b>FYTD for FRANCHISE TAX BOARD</b>		<b>607.10</b>		
<b>FRANKLIN, L. C.</b>				
10/18/2010	204706	229.50	MILEAGE REIMBURSEMENT	229.50
<b>Vendor Total</b>		<b>229.50</b>		
<b>FYTD for FRANKLIN, L. C.</b>		<b>371.50</b>		
<b>FRESQUEZ, JOHN</b>				
10/18/2010	204707	90.00	SPORTS OFFICIATING SVCS	90.00
10/25/2010	204807	100.00	SPORTS OFFICIATING SVCS	100.00
<b>Vendor Total</b>		<b>190.00</b>		
<b>FYTD for FRESQUEZ, JOHN</b>		<b>190.00</b>		
<b>FROST, JOAN CHENG</b>				
10/25/2010	204808	76.00	INSTRUCTION SVCS-2 DAYS	76.00
<b>Vendor Total</b>		<b>76.00</b>		
<b>FYTD for FROST, JOAN CHENG</b>		<b>76.00</b>		



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<b>GAIL MATERIALS</b>				
10/11/2010	204628	522.00	INFIELD MIX FOR PARKS	522.00
<b>Vendor Total</b>		<b>522.00</b>		
<b>FYTD for GAIL MATERIALS</b>		<b>522.00</b>		
<b>GALLS INC., INLAND UNIFORM</b>				
10/4/2010	204505	673.84	UNIFORM-PD	238.11
			UNIFORM-PD	69.98
			UNIFORM-PD	66.46
			UNIFORM-PD	3.50
			UNIFORM-SALES TAX	12.24
			UNIFORM-PD	69.98
			UNIFORM-PD	66.46
			UNIFORM-PD	3.50
			UNIFORM-SALES TAX	12.24
			UNIFORM-PD	131.37
10/11/2010	204629	575.06	UNIFORM-PD	69.98
			UNIFORM-PD	66.46
			UNIFORM-PD	3.50
			UNIFORM-SALES TAX	12.24
			UNIFORM-PD	74.08
			UNIFORM-PD	66.46
			UNIFORM-PD	60.40
			UNIFORM-PD	7.00
			UNIFORM-SALES TAX	18.19
			UNIFORM-PD	45.95
			UNIFORM-PD	46.99
			UNIFORM-PD	79.98
			UNIFORM-PD	8.00
			UNIFORM-SALES TAX	15.83
10/18/2010	204708	314.39	UNIFORM-PD	76.10
			UNIFORM-PD	72.28
			UNIFORM-PD	3.80
			UNIFORM-PD	76.10
			UNIFORM-PD	36.14
			UNIFORM-PD	49.97
<b>Vendor Total</b>		<b>1,563.29</b>		
<b>FYTD for GALLS INC., INLAND UNIFORM</b>		<b>1,701.92</b>		
<b>GARCIA, EDELIA</b>				
10/11/2010	204630	59.00	REFUND-CITATION FEE	59.00
<b>Vendor Total</b>		<b>59.00</b>		
<b>FYTD for GARCIA, EDELIA</b>		<b>88.50</b>		



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<b>GARCIA, GRACY &amp; MIGUEL</b>				
10/18/2010	204709	76.00		
			REFUND-ANML SVC FEES	30.00
			REFUND-ANML SVC FEES	10.00
			REFUND-ANML SVC FEES	20.00
			REFUND-ANML SVC FEES	16.00
<b>Vendor Total</b>		<b>76.00</b>		
<b>FYTD for GARCIA, GRACY &amp; MIGUEL</b>		<b>76.00</b>		
<b>GASTON, RICHARD</b>				
10/4/2010	881255	318.73		
			RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for GASTON, RICHARD</b>		<b>1,274.92</b>		
<b>GENERAL SECURITY SERVICES, INC.</b>				
10/4/2010	881256	582.92		
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	184.08
			SECURITY SVCS-CONF & REC CTR	92.04
10/18/2010	881358	1,411.28		
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-TOWNGATE CTR	184.08
			SECURITY SVCS-TOWNGATE CTR	61.36
			SECURITY SVCS-TOWNGATE CTR	122.72
			SECURITY SVCS-CONF & REC CTR	276.12
			SECURITY SVCS-SENIOR CTR	291.46
			SECURITY SVCS-CONF & REC CTR	107.38
10/25/2010	881381	1,526.33		
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	230.10
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-LIBRARY	253.11
<b>Vendor Total</b>		<b>3,520.53</b>		
<b>FYTD for GENERAL SECURITY SERVICES, INC.</b>		<b>16,477.08</b>		
<b>GIBBS, GIDEN, LOCHER, TURNER &amp; SENET LLP</b>				
10/4/2010	881257	10,677.63		
			LEGAL SERVICES	8,685.25
			LEGAL SVCS-COMM PRK SOCCER FLD	1,992.38
<b>Vendor Total</b>		<b>10,677.63</b>		
<b>FYTD for GIBBS, GIDEN, LOCHER, TURNER &amp; SENET LLP</b>		<b>33,857.33</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>GONZALES, DOMILENA R.</b>				
10/4/2010	881258	220.26	RETIREE MED AUG '10	220.26
<b>Vendor Total</b>		<b>220.26</b>		
<b>FYTD for GONZALES, DOMILENA R.</b>		<b>881.04</b>		
<b>GONZALEZ, LIDIA</b>				
10/4/2010	204506	300.00	REFUND-RNTL DEP 7/3	300.00
<b>Vendor Total</b>		<b>300.00</b>		
<b>FYTD for GONZALEZ, LIDIA</b>		<b>300.00</b>		
<b>GOVEA, SALVADOR</b>				
10/11/2010	204631	33.50	REFUND-CITATION OVRPMT	33.50
<b>Vendor Total</b>		<b>33.50</b>		
<b>FYTD for GOVEA, SALVADOR</b>		<b>33.50</b>		
<b>GOZDECKI, DAN</b>				
10/4/2010	881259	918.00	INSTRUCTOR SVCS-KUNG FU ADLT	324.00
			INSTRUCTOR SVCS-KUNG FU YTH	351.00
			INSTRUCTOR SVCS-KUNG FU ADLT	243.00
<b>Vendor Total</b>		<b>918.00</b>		
<b>FYTD for GOZDECKI, DAN</b>		<b>2,997.00</b>		
<b>GRANICUS, INC.</b>				
10/18/2010	204710	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>4,000.00</b>		
<b>GREATER FAITH CHRISTIAN FELLOWSHIP</b>				
10/4/2010	204507	340.00	REFUND-RNTL DEP 9/11	200.00
			REFUND-RNTL DEP 9/11	140.00
<b>Vendor Total</b>		<b>340.00</b>		
<b>FYTD for GREATER FAITH CHRISTIAN FELLOWSHIP</b>		<b>340.00</b>		
<b>GREINES, MARTIN, STEIN &amp; RICHLAND, LLP</b>				
10/11/2010	881327	287.43	LEGAL SVCS	287.43
<b>Vendor Total</b>		<b>287.43</b>		
<b>FYTD for GREINES, MARTIN, STEIN &amp; RICHLAND, LLP</b>		<b>3,230.22</b>		



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<b>GRIFFIN, MARLENE C</b>				
10/4/2010	881260	305.60		
			RETIREE MED OCT '10	305.60
<b>Vendor Total</b>		<b>305.60</b>		
<b>FYTD for GRIFFIN, MARLENE C</b>		<b>1,222.40</b>		
<b>GROUP DELTA CONSULTANTS, INC</b>				
10/11/2010	204632	210.00		
			ALESSANDRO/INDIAN ST SIDEWALK	210.00
10/25/2010	204873	2,076.50		
			DAY ST. IMPRVMENTS PROJ SVCS	2,076.50
<b>Vendor Total</b>		<b>2,286.50</b>		
<b>FYTD for GROUP DELTA CONSULTANTS, INC</b>		<b>2,286.50</b>		
<b>GUIDA SURVEYING, INC.</b>				
10/11/2010	881328	21,949.00		
			DAY ST. IMPRVMENTS PROJ SVCS	21,949.00
10/25/2010	881383	7,101.00		
			ANNL PAVEMNT RESURF PROJ SVCS	7,101.00
<b>Vendor Total</b>		<b>29,050.00</b>		
<b>FYTD for GUIDA SURVEYING, INC.</b>		<b>42,793.00</b>		
<b>GIULIANO, MARIA</b>				
10/18/2010	204711	48.00		
			INSTRUCTOR SVCS-ZUMBA FITNESS	48.00
<b>Vendor Total</b>		<b>48.00</b>		
<b>FYTD for GIULIANO, MARIA</b>		<b>180.00</b>		
<b>GUILLAN, REBECCA S.</b>				
10/4/2010	204508	263.06		
			RETIREE MED OCT '10	263.06
<b>Vendor Total</b>		<b>263.06</b>		
<b>FYTD for GUILLAN, REBECCA S.</b>		<b>1,052.24</b>		
<b>GUILLIS, LINDA B.</b>				
10/4/2010	204509	318.73		
			RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for GUILLIS, LINDA B.</b>		<b>1,274.92</b>		
<b>GUTIERREZ, ROBERT</b>				
10/4/2010	204510	318.73		
			RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for GUTIERREZ, ROBERT</b>		<b>1,274.92</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>GUZMAN'S CART SERVICE</b>				
10/11/2010	881329	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>16,196.00</b>		
<b>GVESRUDE, TY &amp; KAREN</b>				
10/11/2010	204633	75.00	REFUND-S/N DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for GVESRUDE, TY &amp; KAREN</b>		<b>75.00</b>		
<b>HAISTY, XIU HUA</b>				
10/4/2010	881261	60.00	INSTRUCTOR SVCS-TAI CHI	30.00
			INSTRUCTOR SVCS-TAI CHI	30.00
<b>Vendor Total</b>		<b>60.00</b>		
<b>FYTD for HAISTY, XIU HUA</b>		<b>60.00</b>		
<b>HAMLIN, WILLIAM R.</b>				
10/4/2010	881262	315.59	RETIREE MED OCT '10	315.59
<b>Vendor Total</b>		<b>315.59</b>		
<b>FYTD for HAMLIN, WILLIAM R.</b>		<b>1,262.36</b>		
<b>HANES, MARTIN D.</b>				
10/4/2010	881263	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HANES, MARTIN D.</b>		<b>1,274.92</b>		
<b>HARDING, JOHN S.</b>				
10/4/2010	204511	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HARDING, JOHN S.</b>		<b>1,274.92</b>		
<b>HARRINGTON DECORATING COMPANY, INC</b>				
10/25/2010	204809	2,430.00	BANNER INSTALLATION-ZN S	2,430.00
<b>Vendor Total</b>		<b>2,430.00</b>		
<b>FYTD for HARRINGTON DECORATING COMPANY, INC</b>		<b>30,572.12</b>		



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<b>HARRIS &amp; ASSOCIATES</b>				
10/18/2010	204712	4,445.00	ACQUISITION AUDIT SVCS	4,445.00
<b>Vendor Total</b>		<b>4,445.00</b>		
<b>FYTD for HARRIS &amp; ASSOCIATES</b>		<b>4,445.00</b>		
<b>HARRIS, EDWARD</b>				
10/25/2010	204810	100.00	REFUND-ADMIN CITATION	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for HARRIS, EDWARD</b>		<b>100.00</b>		
<b>HARTMANN, RICK</b>				
10/4/2010	204512	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HARTMANN, RICK</b>		<b>1,274.92</b>		
<b>HATFIELD, CHARLES</b>				
10/4/2010	204513	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HATFIELD, CHARLES</b>		<b>1,274.92</b>		
<b>HAUSER, ADRIANA</b>				
10/25/2010	204811	684.00	INSTRUCTION SVCS-18 DAYS	684.00
<b>Vendor Total</b>		<b>684.00</b>		
<b>FYTD for HAUSER, ADRIANA</b>		<b>684.00</b>		
<b>HDL COREN &amp; CONE</b>				
10/18/2010	204713	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>4,387.50</b>		
<b>HEFFLEY, ROSS W.</b>				
10/4/2010	881264	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HEFFLEY, ROSS W.</b>		<b>1,274.92</b>		



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<b>HEISTERBERG, ANTHONY</b>				
10/4/2010	204514	807.18	RET MED 1/2JAN10,MAY-SEPT10	807.18
<b>Vendor Total</b>		<b>807.18</b>		
<b>FYTD for HEISTERBERG, ANTHONY</b>		<b>807.18</b>		
<b>HENDERSON, ANNA LYNDA</b>				
10/25/2010	204812	40.11	REIMB-INFOPEOPLE TRAINING	31.00
			LUNCH-INFOPEOPLE TRAINING	9.11
<b>Vendor Total</b>		<b>40.11</b>		
<b>FYTD for HENDERSON, ANNA LYNDA</b>		<b>40.11</b>		
<b>HERRICK, ROBERT D.</b>				
10/4/2010	204515	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HERRICK, ROBERT D.</b>		<b>1,274.92</b>		
<b>HIGGS, DEBRA</b>				
10/11/2010	204634	72.00	INSTRUCTOR SVCS-OIL PAINTING	72.00
10/25/2010	204813	108.00	INSTRUCTOR SVCS-OIL PAINTING	108.00
<b>Vendor Total</b>		<b>180.00</b>		
<b>FYTD for HIGGS, DEBRA</b>		<b>288.00</b>		
<b>HODGE PRODUCTS, INC.</b>				
10/4/2010	881265	806.03	LOCKS-CFD #1	300.00
			LOCKS-PARKS	300.00
			LOCKS-PARKS	206.03
<b>Vendor Total</b>		<b>806.03</b>		
<b>FYTD for HODGE PRODUCTS, INC.</b>		<b>806.03</b>		
<b>HOUSE CALLS FOR HORSES</b>				
10/4/2010	204516	215.00	EMERG VET SVCS	215.00
<b>Vendor Total</b>		<b>215.00</b>		
<b>FYTD for HOUSE CALLS FOR HORSES</b>		<b>215.00</b>		
<b>HOUSER, EDITH E.</b>				
10/4/2010	204517	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HOUSER, EDITH E.</b>		<b>1,274.92</b>		





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<b>ICMA RETIREMENT CORP 457</b>				
10/8/2010	2727	9,460.25		
			DEF COMP-457 10/1/10	9,460.25
10/22/2010	2735	9,460.25		
			DEF COMP-457 10/22/10	9,460.25
<b>Vendor Total</b>		<b>18,920.50</b>		
<b>FYTD for ICMA RETIREMENT CORP 457</b>		<b>74,978.59</b>		
<b>ICSC-INT'L. COUNCIL OF SHOPPING CENTERS</b>				
10/11/2010	204635	3,308.62		
			ADVERTISING SVCS-EDD	3,308.62
<b>Vendor Total</b>		<b>3,308.62</b>		
<b>FYTD for ICSC-INT'L. COUNCIL OF SHOPPING CENTERS</b>		<b>3,308.62</b>		
<b>IL SORRENTO MOBILE PARK</b>				
10/4/2010	204518	183.36		
			REFUND-UT USER TAXES	183.36
<b>Vendor Total</b>		<b>183.36</b>		
<b>FYTD for IL SORRENTO MOBILE PARK</b>		<b>636.30</b>		
<b>ING USA ANNUITY &amp; LIFE INSURANCE CO.</b>				
10/11/2010	204636	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>1,900.00</b>		
<b>INLAND CONTRACTORS, INC.</b>				
10/4/2010	881266	399.00		
			NUISANCE ABTMNT SVCS-CODE	170.00
			NUISANCE ABTMNT SVCS-CODE	229.00
10/11/2010	881331	534.67		
			NUISANCE ABTMNT SVCS-CODE	124.67
			NUISANCE ABTMNT SVCS-CODE	410.00
<b>Vendor Total</b>		<b>933.67</b>		
<b>FYTD for INLAND CONTRACTORS, INC.</b>		<b>8,233.22</b>		
<b>INLAND EMPIRE MAGAZINE</b>				
10/11/2010	204637	795.00		
			ADVERTISING SVCS-EDD	795.00
<b>Vendor Total</b>		<b>795.00</b>		
<b>FYTD for INLAND EMPIRE MAGAZINE</b>		<b>795.00</b>		



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<b>INLAND EMPIRE PROPERTY SERVICE, INC</b>				
10/4/2010	881267	3,756.77		
			WEED ABTMNT SVC-FIRE PREV	362.00
			WEED ABTMNT SVC-FIRE PREV	516.77
			NUISANCE ABTMNT SVC-CODE	258.00
			NUISANCE ABTMNT SVC-CODE	256.00
			WEED ABTMNT SVC-FACILITIES	561.00
			WEED ABTMNT SVC-PARKS	1,803.00
10/18/2010	881359	592.00		
			NUISANCE ABTMNT SVC-CODE	284.00
			NUISANCE ABTMNT SVC-CODE	308.00
<b>Vendor Total</b>		<b>4,348.77</b>		
<b>FYTD for INLAND EMPIRE PROPERTY SERVICE, INC</b>		<b>49,389.45</b>		
<b>INSIDE PLANTS, INC.</b>				
10/11/2010	881332	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>1,264.00</b>		
<b>INSTITUTE OF TRANSPORTATION ENGINEERS</b>				
10/18/2010	204714	2,020.00		
			2011 AGENCY MEMBERSHIP	1,206.00
			2011 AGENCY MEMBERSHIP	814.00
<b>Vendor Total</b>		<b>2,020.00</b>		
<b>FYTD for INSTITUTE OF TRANSPORTATION ENGINEERS</b>		<b>2,020.00</b>		
<b>INTEGRATED DOCUMENT SOLUTIONS, INC.</b>				
10/11/2010	204638	575.58		
			W-2'S & 1099'S FOR 2010	575.58
			W-2'S & 1099'S FOR 2010	46.36
			SALES TAX ACCRUAL	-46.36
<b>Vendor Total</b>		<b>575.58</b>		
<b>FYTD for INTEGRATED DOCUMENT SOLUTIONS, INC.</b>		<b>575.58</b>		
<b>INTERNAL REVENUE SERVICE</b>				
10/1/2010	2722	2,000.00		
			DEP FED TAX W/H 10/1/10	2,000.00
10/27/2010	2739	3,382.96		
			FED INCOME TAX W/H 10/27/10	3,382.96
<b>Vendor Total</b>		<b>5,382.96</b>		
<b>FYTD for INTERNAL REVENUE SERVICE</b>		<b>1,157,704.31</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>				
10/4/2010	204519	1,006.57	OFFSITE STORAGE SVC-TECH SVCS	1,006.57
<b>Vendor Total</b>		<b>1,006.57</b>		
<b>FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION</b>		<b>3,921.97</b>		
<b>ISBELL, BEA</b>				
10/4/2010	204520	6,213.00	SOLAR INCENTIVE REBATE	6,213.00
<b>Vendor Total</b>		<b>6,213.00</b>		
<b>FYTD for ISBELL, BEA</b>		<b>6,213.00</b>		
<b>JANNEY &amp; JANNEY ATTORNEY SVCS, INC.</b>				
10/18/2010	204715	154.00	RETAINER FEE	75.00
			PROCESS SERVICE-HR	79.00
<b>Vendor Total</b>		<b>154.00</b>		
<b>FYTD for JANNEY &amp; JANNEY ATTORNEY SVCS, INC.</b>		<b>778.65</b>		
<b>JDEDGE SOFTWARE, LLC</b>				
10/11/2010	881334	1,360.00	CONSULTING SVCS	1,360.00
<b>Vendor Total</b>		<b>1,360.00</b>		
<b>FYTD for JDEDGE SOFTWARE, LLC</b>		<b>7,172.50</b>		
<b>JOE A. GONSALVES &amp; SON</b>				
10/11/2010	881335	3,150.00	REPRESENTATION SVCS	3,150.00
<b>Vendor Total</b>		<b>3,150.00</b>		
<b>FYTD for JOE A. GONSALVES &amp; SON</b>		<b>9,450.00</b>		
<b>JOHNSON, CHRIS &amp; JULIANN</b>				
10/25/2010	204814	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for JOHNSON, CHRIS &amp; JULIANN</b>		<b>20.00</b>		
<b>JONES, CHARLIE</b>				
10/25/2010	204815	95.00	REFUND-RABIES DEPOSIT	20.00
			REFUND-S/N DEPOSIT	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for JONES, CHARLIE</b>		<b>95.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>JONES, KEVIN</b>				
10/25/2010	204816	46.20	REFUND-ADMIN CITATION	46.20
<b>Vendor Total</b>		<b>46.20</b>		
<b>FYTD for JONES, KEVIN</b>		<b>46.20</b>		
<b>JONES, SUSAN</b>				
10/4/2010	881268	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for JONES, SUSAN</b>		<b>1,274.92</b>		
<b>KAUR, RAVINDER</b>				
10/18/2010	204716	112.00	REFUND-ESL CLASS	112.00
<b>Vendor Total</b>		<b>112.00</b>		
<b>FYTD for KAUR, RAVINDER</b>		<b>112.00</b>		
<b>KING, PATRICIA A.</b>				
10/4/2010	204521	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KING, PATRICIA A.</b>		<b>1,274.92</b>		
<b>KOLB, CHARLES E.</b>				
10/4/2010	881269	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KOLB, CHARLES E.</b>		<b>1,274.92</b>		
<b>KOLLAR, KYLE</b>				
10/4/2010	204522	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KOLLAR, KYLE</b>		<b>1,274.92</b>		
<b>KWOK, ALEXANDER</b>				
10/11/2010	204639	109.00	REFUND-CITATION FEE	109.00
<b>Vendor Total</b>		<b>109.00</b>		
<b>FYTD for KWOK, ALEXANDER</b>		<b>109.00</b>		



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<b>KYLE, GARY M.</b>				
10/4/2010	881270	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KYLE, GARY M.</b>		<b>1,274.92</b>		
<b>LA FOLLETTE, JOHNSON, DE HAAS, ET AL</b>				
10/25/2010	204817	3,093.06	LEGAL SVCS	3,093.06
<b>Vendor Total</b>		<b>3,093.06</b>		
<b>FYTD for LA FOLLETTE, JOHNSON, DE HAAS, ET AL</b>		<b>42,114.16</b>		
<b>LAFATA, JOSEPHINE</b>				
10/4/2010	881271	315.59	RETIREE MED OCT '10	315.59
<b>Vendor Total</b>		<b>315.59</b>		
<b>FYTD for LAFATA, JOSEPHINE</b>		<b>1,262.36</b>		
<b>LANGENDORF, BENJAMIN</b>				
10/4/2010	881272	318.73	RETIREE MED AUG '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LANGENDORF, BENJAMIN</b>		<b>633.29</b>		
<b>LAWN TECH EQUIPMENT</b>				
10/18/2010	881360	1,326.10	TREE TRIMMING EQUIPMENT-PARTS	80.69
			TREE TRIMMING EQUIPMENT-PARTS	72.96
			TREE TRIMMING EQUIPMENT-LABOR	90.00
			TREE TRIMMING EQUIPMENT-LABOR	40.00
			TREE TRIMMING EQUIPMENT-PARTS	65.87
			CHAIN SAWS	976.58
10/25/2010	881384	97.90	TREE TRIMMING EQUIPMENT-LABOR	54.00
			TREE TRIMMING EQUIPMENT-PARTS	43.90
<b>Vendor Total</b>		<b>1,424.00</b>		
<b>FYTD for LAWN TECH EQUIPMENT</b>		<b>1,870.97</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>LAWYERS TITLE INC</b>				
10/5/2010	1010061	15,331.00	ACQ & ESCROW-12123 HEACOCK ST	15,331.00
10/5/2010	1010071	20,326.00	ACQ & ESCROW-24766 IRONWOOD AV	20,326.00
10/5/2010	1010081	23,331.00	ACQ & ESCROW-11950 DAVIS ST	23,331.00
10/13/2010	1010091	22,213.50	ACQ & ESCROW-12012 MARIGOLD AV	22,213.50
<b>Vendor Total</b>		<b>81,201.50</b>		
<b>FYTD for LAWYERS TITLE INC</b>		<b>110,354.50</b>		
<b>LEARNING EXPRESS, LLC</b>				
10/18/2010	204717	5,063.00	DATABASE RENEWAL-LIBRARY	3,525.00
			DATABASE RENEWAL-LIBRARY	1,538.00
<b>Vendor Total</b>		<b>5,063.00</b>		
<b>FYTD for LEARNING EXPRESS, LLC</b>		<b>5,063.00</b>		
<b>LEON, CARLOS</b>				
10/6/2010	204576	260.00	PER DIEM-BURG/THEFT INVSTG TRN	260.00
<b>Vendor Total</b>		<b>260.00</b>		
<b>FYTD for LEON, CARLOS</b>		<b>260.00</b>		
<b>LEWIS, CAROLYN S.</b>				
10/4/2010	881273	315.59	RETIREE MED OCT '10	315.59
<b>Vendor Total</b>		<b>315.59</b>		
<b>FYTD for LEWIS, CAROLYN S.</b>		<b>1,262.36</b>		
<b>LIENHARD, DORI A.</b>				
10/18/2010	204718	304.50	TRAVEL EXP-MISAC 2010 CONF.	56.00
			TRAVEL EXP-MISAC 2010 CONF.	248.50
<b>Vendor Total</b>		<b>304.50</b>		
<b>FYTD for LIENHARD, DORI A.</b>		<b>304.50</b>		
<b>LIN, JYH</b>				
10/25/2010	204819	1,000.00	REFUND-ADMIN CITATION	1,000.00
<b>Vendor Total</b>		<b>1,000.00</b>		
<b>FYTD for LIN, JYH</b>		<b>1,000.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>LINCOLN PLAZA VETERINARY CLINIC, INC.</b>				
10/25/2010	204820	3,000.00	VET SVCS W/PEDLEY VET	3,000.00
<b>Vendor Total</b>		<b>3,000.00</b>		
<b>FYTD for LINCOLN PLAZA VETERINARY CLINIC, INC.</b>		<b>3,000.00</b>		
<b>LOGAN, CHARLES</b>				
10/4/2010	881274	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LOGAN, CHARLES</b>		<b>1,274.92</b>		
<b>LOGGERHEAD NAVIGATION INC</b>				
10/25/2010	204821	10,806.43	NAVIGATION SYSTEM/EQUIPMENT	5,573.44
			NAVIGATION SYSTEM/EQUIPMENT	2,930.81
			NAVIGATION SYSTEM/EQUIPMENT	2,079.30
			NAVIGATION SYSTEM/EQUIPMENT	119.57
			NAVIGATION SYSTEM/EQUIPMENT	103.31
<b>Vendor Total</b>		<b>10,806.43</b>		
<b>FYTD for LOGGERHEAD NAVIGATION INC</b>		<b>10,806.43</b>		
<b>LOR GEOTECHNICAL GROUP, INC.</b>				
10/4/2010	881275	9,335.00	KITCHING ST IMPRVMENTS PROJ	9,335.00
<b>Vendor Total</b>		<b>9,335.00</b>		
<b>FYTD for LOR GEOTECHNICAL GROUP, INC.</b>		<b>34,533.00</b>		
<b>LUMLEY, ROBERT C.</b>				
10/4/2010	881276	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LUMLEY, ROBERT C.</b>		<b>1,274.92</b>		
<b>LUZANILLA, CARMEN</b>				
10/25/2010	204822	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for LUZANILLA, CARMEN</b>		<b>20.00</b>		
<b>M.P. SIGNS</b>				
10/25/2010	204823	397.00	LETTERING/DECALS-FIRE VEHICLES	397.00
<b>Vendor Total</b>		<b>397.00</b>		
<b>FYTD for M.P. SIGNS</b>		<b>397.00</b>		



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<b>MAGNUM BREEZE II, INC/WOODCREST VEH CTR</b>				
10/4/2010	204573	288.94		
			MODEM & USB HUB FOR K-9 UNIT	240.00
			MODEM & USB HUB FOR K-9 UNIT	48.94
<b>Vendor Total</b>		<b>288.94</b>		
		<b>348.94</b>	<b>FYTD for MAGNUM BREEZE II, INC/WOODCREST VEH CTR</b>	
<b>MAHER, ROBERT</b>				
10/25/2010	204824	233.28		
			REFUND-ADMIN CITATION OVERPD	233.28
<b>Vendor Total</b>		<b>233.28</b>		
		<b>233.28</b>	<b>FYTD for MAHER, ROBERT</b>	
<b>MARCH JOINT POWERS AUTHORITY</b>				
10/4/2010	204523	4.29		
			GAS CHARGES-MF COMM CTR	3.51
			GAS CHARGES-MF COMM CTR	0.78
<b>Vendor Total</b>		<b>4.29</b>		
		<b>19.12</b>	<b>FYTD for MARCH JOINT POWERS AUTHORITY</b>	
<b>MARGARITA'S GRILL RESTAURANT &amp; CATER</b>				
10/11/2010	204640	957.63		
			REFRESHMNTS-NEW EOC DEDICATION	957.63
<b>Vendor Total</b>		<b>957.63</b>		
		<b>957.63</b>	<b>FYTD for MARGARITA'S GRILL RESTAURANT &amp; CATER</b>	
<b>MARINA LANDSCAPE, INC</b>				
10/18/2010	204719	20,411.70		
			LANDSCAPE MAINT-ZONE DSG-2N	3,425.00
			LANDSCAPE MAINT-ZONE DSG-2N	3,425.00
			LANDSCAPE MAINT-ZONE DSG-2S	3,378.90
			LANDSCAPE MAINT-ZONE DSG-2S	3,378.90
			LANDSCAPE MAINT-ZONE DSG-2S	3,378.90
			LANDSCAPE MAINT-ZONE DSG-2N	3,425.00
<b>Vendor Total</b>		<b>20,411.70</b>		
		<b>20,411.70</b>	<b>FYTD for MARINA LANDSCAPE, INC</b>	
<b>MARTIN &amp; CHAPMAN CO.</b>				
10/4/2010	204524	37.45		
			DIRECTORY OF CITY CLERKS	30.45
			DIRECTORY OF CITY CLERKS	7.00
<b>Vendor Total</b>		<b>37.45</b>		
		<b>544.45</b>	<b>FYTD for MARTIN &amp; CHAPMAN CO.</b>	





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MARTINEZ, MARTIN</b>				
10/11/2010	204641	36.17	REFUND-CITATION OVRPYMNT	36.17
<b>Vendor Total</b>		<b>36.17</b>		
<b>FYTD for MARTINEZ, MARTIN</b>		<b>36.17</b>		
<b>MATHIS, NOLAN</b>				
10/4/2010	204525	296.00	RETIREE MED AUG '10	296.00
<b>Vendor Total</b>		<b>296.00</b>		
<b>FYTD for MATHIS, NOLAN</b>		<b>1,184.00</b>		
<b>MAXINOSKI, SUE A.</b>				
10/4/2010	881278	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MAXINOSKI, SUE A.</b>		<b>1,274.92</b>		
<b>MAYER HOFFMAN MCCANN P.C.</b>				
10/25/2010	204825	20,970.00	AUDITING SVCS-CITY	11,355.00
			AUDITING SVCS-SINGLE	4,895.00
			AUDITING SVCS-RDA	1,573.34
			AUDITING SVCS-RDA	3,146.66
<b>Vendor Total</b>		<b>20,970.00</b>		
<b>FYTD for MAYER HOFFMAN MCCANN P.C.</b>		<b>20,970.00</b>		
<b>MCCARTHY &amp; BERLIN, LLP</b>				
10/25/2010	881385	302.40	LEGAL SVCS	302.40
<b>Vendor Total</b>		<b>302.40</b>		
<b>FYTD for MCCARTHY &amp; BERLIN, LLP</b>		<b>1,087.75</b>		
<b>McDONALD, CHRIS</b>				
10/18/2010	204720	152.00	INSTRUCTION SVCS-4 DAYS	152.00
<b>Vendor Total</b>		<b>152.00</b>		
<b>FYTD for McDONALD, CHRIS</b>		<b>152.00</b>		
<b>MEEKS, DANIEL</b>				
10/18/2010	204721	100.00	SPORTS OFFICIATING SVCS	100.00
10/25/2010	204826	100.00	SPORTS OFFICIATING SVCS	100.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for MEEKS, DANIEL</b>		<b>200.00</b>		



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<b>MENDONCA, MELEISA</b>				
10/11/2010	204642	256.50		
			TRAVEL EXP-LCC CONFERENCE	79.00
			TRAVEL EXP-LCC CONFERENCE	177.50
<b>Vendor Total</b>		<b>256.50</b>		
<b>FYTD for MENDONCA, MELEISA</b>		<b>256.50</b>		
<b>MENDOZA, JUAN MANUEL</b>				
10/11/2010	204643	70.00		
			MILEAGE REIMBURSEMENT	70.00
<b>Vendor Total</b>		<b>70.00</b>		
<b>FYTD for MENDOZA, JUAN MANUEL</b>		<b>70.00</b>		
<b>MENDOZA, SERGIO</b>				
10/18/2010	204722	200.00		
			REFUND - DEPOSIT 10/2	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for MENDOZA, SERGIO</b>		<b>200.00</b>		
<b>MENGISTU, YESHIALEM</b>				
10/18/2010	204723	139.00		
			MILEAGE REIMBURSEMENT	139.00
<b>Vendor Total</b>		<b>139.00</b>		
<b>FYTD for MENGISTU, YESHIALEM</b>		<b>247.00</b>		
<b>MESSIN, LOUIS</b>				
10/4/2010	881279	318.73		
			RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MESSIN, LOUIS</b>		<b>1,274.92</b>		
<b>MESSIN, MICHAEL KENNETH &amp; JODIE</b>				
10/11/2010	204644	83.00		
			REFUND-CITATION	83.00
<b>Vendor Total</b>		<b>83.00</b>		
<b>FYTD for MESSIN, MICHAEL KENNETH &amp; JODIE</b>		<b>83.00</b>		
<b>METROPCS WIRELESS, INC.</b>				
10/18/2010	204724	50.00		
			TEXT MESSAGE RETRIEVAL	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for METROPCS WIRELESS, INC.</b>		<b>50.00</b>		



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<b>MEYERS, ROBERT</b>				
10/11/2010	204645	252.00		
			INSTRUCTOR SVCS-DRAWING 8	168.00
			INSTRUCTOR SVCS-PHOTOS 4	84.00
<b>Vendor Total</b>		<b>252.00</b>		
<b>FYTD for MEYERS, ROBERT</b>		<b>1,533.00</b>		
<b>MGT OF AMERICA, INC.</b>				
10/11/2010	881336	3,000.00		
			SB90 MANDATED COST CLAIMING	3,000.00
<b>Vendor Total</b>		<b>3,000.00</b>		
<b>FYTD for MGT OF AMERICA, INC.</b>		<b>3,000.00</b>		
<b>MILES, ROBERT</b>				
10/4/2010	881280	194.53		
			RETIREE MED OCT '10	194.53
<b>Vendor Total</b>		<b>194.53</b>		
<b>FYTD for MILES, ROBERT</b>		<b>778.12</b>		
<b>MINARD, MARK E.</b>				
10/4/2010	881281	308.17		
			RETIREE MED OCT '10	308.17
<b>Vendor Total</b>		<b>308.17</b>		
<b>FYTD for MINARD, MARK E.</b>		<b>1,232.68</b>		
<b>MIRACLE RECREATION EQUIPMENT COMPANY</b>				
10/18/2010	204725	88.47		
			REFUND-BUSLIC OVERPD	88.47
<b>Vendor Total</b>		<b>88.47</b>		
<b>FYTD for MIRACLE RECREATION EQUIPMENT COMPANY</b>		<b>88.47</b>		
<b>MISTRETTA, ARTHUR</b>				
10/25/2010	204827	306.00		
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	90.00
<b>Vendor Total</b>		<b>306.00</b>		
<b>FYTD for MISTRETTA, ARTHUR</b>		<b>306.00</b>		
<b>MMASC</b>				
10/25/2010	204828	65.00		
			'11 DUES-A. AYALA	65.00
<b>Vendor Total</b>		<b>65.00</b>		
<b>FYTD for MMASC</b>		<b>75.00</b>		



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<b>MOLLICA, MIKE</b>				
10/4/2010	881282	401.42	RETIREE MED OCT '10	401.42
<b>Vendor Total</b>		<b>401.42</b>		
<b>FYTD for MOLLICA, MIKE</b>		<b>1,605.68</b>		
<b>MORA, PATRICIA A.</b>				
10/4/2010	881283	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MORA, PATRICIA A.</b>		<b>1,274.92</b>		
<b>MORENO CHRISTIAN ASSEMBLY</b>				
10/18/2010	204726	100.00	REFUND - STAGE DEPOSIT	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for MORENO CHRISTIAN ASSEMBLY</b>		<b>100.00</b>		
<b>MORENO VALLEY CHAMBER OF COMMERCE</b>				
10/4/2010	204526	525.00	MAYOR'S CITY CELEBRATION GALA	65.00
			MAYOR'S CITY CELEBRATION GALA	65.00
			MAYOR'S CITY CELEBRATION GALA	70.00
			MAYOR'S CITY CELEBRATION GALA	65.00
			MAYOR'S CITY CELEBRATION GALA	65.00
			MAYOR'S CITY CELEBRATION GALA	65.00
			MAYOR'S CITY CELEBRATION GALA	65.00
			MAYOR'S CITY CELEBRATION GALA	65.00
			MAYOR'S CITY CELEBRATION GALA	65.00
10/18/2010	204727	6,090.00	BUSINESS SVCS	6,000.00
			SEPT. WAKE-UP MEETING	15.00
			SEPT. WAKE-UP MEETING	15.00
			SEPT. WAKE-UP MEETING	15.00
			SEPT. WAKE-UP MEETING	15.00
			SEPT. WAKE-UP MEETING	15.00
			SEPT. WAKE-UP MEETING	15.00
10/25/2010	204829	30.00	BUSINESS ROUNDTABLE	30.00
<b>Vendor Total</b>		<b>6,645.00</b>		
<b>FYTD for MORENO VALLEY CHAMBER OF COMMERCE</b>		<b>14,440.00</b>		



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<b>MORENO VALLEY CITY EMPLOYEES ASSOC.</b>				
10/8/2010	2726	1,562.00		
			MVCEA DUES 10/8/10	1,562.00
10/22/2010	2734	1,567.50		
			MVCEA DUES 10/22/10	1,567.50
	<b>Vendor Total</b>	<b>3,129.50</b>		
<b>FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.</b>		<b>14,112.00</b>		
<b>MORENO VALLEY GATEWAY, LLC</b>				
10/25/2010	881386	17,142.59		
			LEASE-TECH SVCS ANNEX	5,475.90
			LEASE-FACILITIES ANNEX	2,458.97
			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>68,570.36</b>		
<b>MORENO VALLEY HISPANIC CHAMBER OF COMMER</b>				
10/18/2010	204728	1,500.00		
			BUSINESS SVCS	1,500.00
	<b>Vendor Total</b>	<b>1,500.00</b>		
<b>FYTD for MORENO VALLEY HISPANIC CHAMBER OF COMMER</b>		<b>3,000.00</b>		
<b>MORENO VALLEY TOW &amp; RADIATOR</b>				
10/4/2010	204527	1,350.00		
			AUTO STORAGE-POLICE	1,350.00
	<b>Vendor Total</b>	<b>1,350.00</b>		
<b>FYTD for MORENO VALLEY TOW &amp; RADIATOR</b>		<b>1,710.00</b>		
<b>MORENO VALLEY UNIFIED SCHOOL DISTRICT</b>				
10/4/2010	204528	943.50		
			JULY 4TH CUSTODIAL HOURS	943.50
	<b>Vendor Total</b>	<b>943.50</b>		
<b>FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT</b>		<b>5,674.95</b>		
<b>MORENO VALLEY UTILITY</b>				
10/25/2010	204830	239.58		
			ELECTRICITY	239.58
	<b>Vendor Total</b>	<b>239.58</b>		
<b>FYTD for MORENO VALLEY UTILITY</b>		<b>355,993.96</b>		
<b>MORGAN, LISA A.</b>				
10/4/2010	881284	318.73		
			RETIREE MED OCT '10	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for MORGAN, LISA A.</b>		<b>1,274.92</b>		



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<b>MR. CLEAN, INC.</b>				
10/4/2010	204529	1,365.57		
			PRESSURE WASHING SVCS-CONF & R	428.00
			C & R DANCE FLOOR COATING	937.57
<b>Vendor Total</b>		<b>1,365.57</b>		
<b>FYTD for MR. CLEAN, INC.</b>		<b>1,793.57</b>		
<b>MS GOVERN</b>				
10/25/2010	204831	5,847.50		
			CAFR UNLIMITED-SOFTWARE	2,997.50
			CAFR UNLIMITED-ANNL MAINT	600.00
			CAFR UNLIMITED-PROF SVCS	2,250.00
<b>Vendor Total</b>		<b>5,847.50</b>		
<b>FYTD for MS GOVERN</b>		<b>5,847.50</b>		
<b>MSA INLAND EMPIRE/DESERT CHAPTER</b>				
10/25/2010	204832	100.00		
			FLOOD CONTROL METHODS-10	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for MSA INLAND EMPIRE/DESERT CHAPTER</b>		<b>250.00</b>		
<b>MUNOZ, ARIEL</b>				
10/4/2010	204530	43.00		
			MILEAGE REIMBURSEMENT	43.00
<b>Vendor Total</b>		<b>43.00</b>		
<b>FYTD for MUNOZ, ARIEL</b>		<b>86.00</b>		
<b>MURPHY, LIONEL</b>				
10/4/2010	204531	260.00		
			PER DIEM-BURG/THEFT INVSTG TRN	260.00
<b>Vendor Total</b>		<b>260.00</b>		
<b>FYTD for MURPHY, LIONEL</b>		<b>384.00</b>		
<b>MUSHINSKIE, PATRICK</b>				
10/4/2010	204532	260.00		
			PER DIEM-BURG/THEFT INVSTG TRN	260.00
<b>Vendor Total</b>		<b>260.00</b>		
<b>FYTD for MUSHINSKIE, PATRICK</b>		<b>260.00</b>		
<b>MUSICK, PEELER &amp; GARRETT, LLP</b>				
10/11/2010	204646	2,400.00		
			LEGAL SVCS	2,400.00
<b>Vendor Total</b>		<b>2,400.00</b>		
<b>FYTD for MUSICK, PEELER &amp; GARRETT, LLP</b>		<b>14,379.34</b>		



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<b>MUSICSTAR</b>				
10/18/2010	204730	972.00		
			INSTRUCTOR SVCS-PIANO 5	135.00
			INSTRUCTOR SVCS-PIANO 3	81.00
			INSTRUCTOR SVCS-PIANO 7	189.00
			INSTRUCTOR SVCS-PIANO 5	135.00
			INSTRUCTOR SVCS-PIANO 8	216.00
			INSTRUCTOR SVCS-PIANO 8	216.00
<b>Vendor Total</b>		<b>972.00</b>		
<b>FYTD for MUSICSTAR</b>		<b>3,764.97</b>		
<b>NATIONAL LAW ENFORCEMENT SUPPLY, INC.</b>				
10/18/2010	204731	310.81		
			INVESTIGATION SUPPLIES	111.90
			INVESTIGATION SUPPLIES	189.23
			INVESTIGATION SUPPLIES	9.68
10/25/2010	204833	55.89		
			EVI-PAQ GUN BOX	38.30
			EVI-PAQ GUN BOX	20.67
			ACCRUE SALES TAXES	-3.08
<b>Vendor Total</b>		<b>366.70</b>		
<b>FYTD for NATIONAL LAW ENFORCEMENT SUPPLY, INC.</b>		<b>366.70</b>		
<b>NATIONWIDE RETIREMENT SOLUTIONS</b>				
10/8/2010	2724	11,805.11		
			PST DEF COMP FOR FICA 10/8/10	11,805.11
10/8/2010	2725	24,899.92		
			DEF COMP-457 & 401(A) 10/1/10	24,899.92
10/22/2010	2732	11,925.12		
			PST DEF COMP FOR FICA 10/22/10	11,925.12
10/22/2010	2733	24,818.92		
			DEF COMP-457 & 401(A) 10/22/10	24,818.92
<b>Vendor Total</b>		<b>73,449.07</b>		
<b>FYTD for NATIONWIDE RETIREMENT SOLUTIONS</b>		<b>268,280.35</b>		
<b>NAVARRETTE, RALPH</b>				
10/4/2010	204533	318.73		
			RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for NAVARRETTE, RALPH</b>		<b>1,274.92</b>		
<b>NBS GOVERNMENT FINANCE GROUP</b>				
10/25/2010	881387	1,750.00		
			ARBITRAGE REBATE SERVICE	1,750.00
<b>Vendor Total</b>		<b>1,750.00</b>		
<b>FYTD for NBS GOVERNMENT FINANCE GROUP</b>		<b>1,750.00</b>		



**City of Moreno Valley**  
**Check Register**  
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>NELSON, ROBERT</b>				
10/4/2010	881285	305.60	RETIREE MED OCT '10	305.60
<b>Vendor Total</b>		<b>305.60</b>		
<b>FYTD for NELSON, ROBERT</b>		<b>1,222.40</b>		
<b>NELSON, RUTH L.</b>				
10/4/2010	881286	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for NELSON, RUTH L.</b>		<b>1,274.92</b>		
<b>NELSON, TIMOTHY IVAN</b>				
10/25/2010	204834	0.00	INSTRUCTION SVCS-7 DAYS VOIDED CHECK#204834 ON11/24/10	266.00 -266.00
<b>Vendor Total</b>		<b>0.00</b>		
<b>FYTD for NELSON, TIMOTHY IVAN</b>		<b>0.00</b>		
<b>NEUSTAEDTER, CRAIG S</b>				
10/4/2010	204534	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for NEUSTAEDTER, CRAIG S</b>		<b>1,274.92</b>		
<b>NEXUS IS, INC.</b>				
10/25/2010	204835	4,501.00	16-PORT DIGITAL LINE CARDS DIGITAL LINE CARDS/SHIPPING	4,416.00 85.00
<b>Vendor Total</b>		<b>4,501.00</b>		
<b>FYTD for NEXUS IS, INC.</b>		<b>17,695.00</b>		
<b>NGUYEN, QUANG</b>				
10/18/2010	881361	118.50	MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT	67.50 51.00
<b>Vendor Total</b>		<b>118.50</b>		
<b>FYTD for NGUYEN, QUANG</b>		<b>288.50</b>		
<b>NIEBURGER, JUDITH A.</b>				
10/4/2010	204535	401.42	RETIREE MED OCT '10	401.42
<b>Vendor Total</b>		<b>401.42</b>		
<b>FYTD for NIEBURGER, JUDITH A.</b>		<b>1,605.68</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>NOBLES, GARRETT</b>				
10/25/2010	204836	111.50	MILEAGE REIMBURSEMENT	111.50
<b>Vendor Total</b>		<b>111.50</b>		
<b>FYTD for NOBLES, GARRETT</b>		<b>111.50</b>		
<b>OCAMPO, HUGO</b>				
10/25/2010	204837	268.00	REFUND-ADMIN CITATION	200.00
			REFUND-ADMIN CITATION	68.00
<b>Vendor Total</b>		<b>268.00</b>		
<b>FYTD for OCAMPO, HUGO</b>		<b>268.00</b>		
<b>ORROCK, POPKA, FORTINO &amp; BRISLIN</b>				
10/18/2010	881362	244.90	LEGAL SVCS	244.90
<b>Vendor Total</b>		<b>244.90</b>		
<b>FYTD for ORROCK, POPKA, FORTINO &amp; BRISLIN</b>		<b>9,948.88</b>		
<b>OVERLAND PACIFIC &amp; CUTLER, INC.</b>				
10/18/2010	881363	7,560.00	RIGHT OF WAY SVCS-VARIOUS PROJ	7,560.00
<b>Vendor Total</b>		<b>7,560.00</b>		
<b>FYTD for OVERLAND PACIFIC &amp; CUTLER, INC.</b>		<b>65,886.25</b>		
<b>PACIFIC TELEMAGEMENT SERVICES</b>				
10/25/2010	881388	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>1,753.92</b>		
<b>PANORAMA DEVELOPMENT</b>				
10/11/2010	204647	3,627.68	REFUND-(40%) APPLICATION	2,705.28
			REFUND-(40%) APPLICATION	407.60
			REFUND-(40%) APPLICATION	112.80
			REFUND-(40%) APPLICATION	36.40
			REFUND-(40%) APPLICATION	365.60
<b>Vendor Total</b>		<b>3,627.68</b>		
<b>FYTD for PANORAMA DEVELOPMENT</b>		<b>3,627.68</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PARK N POOL</b>				
10/4/2010	204536	6,161.76		
			PARK TABLES/BENCHES	1,572.42
			PARK TABLES/BENCHES	3,201.51
			PARK TABLES/BENCHES	1,056.99
			PARK TABLES/BENCHES	800.00
			ACCRUE SALES TAXES	-469.16
<b>Vendor Total</b>		<b>6,161.76</b>		
<b>FYTD for PARK N POOL</b>		<b>6,161.76</b>		
<b>PARSONS TRANSPORTATION GROUP, INC.</b>				
10/18/2010	204732	17,113.60		
			SR-60/NASON ST OVRCRSSNG PROJ	17,113.60
<b>Vendor Total</b>		<b>17,113.60</b>		
<b>FYTD for PARSONS TRANSPORTATION GROUP, INC.</b>		<b>330,073.21</b>		
<b>PATTERSON, ALFREY</b>				
10/4/2010	204537	194.53		
			RETIREE MED OCT '10	194.53
<b>Vendor Total</b>		<b>194.53</b>		
<b>FYTD for PATTERSON, ALFREY</b>		<b>778.12</b>		
<b>PATTERSON, MICHAEL</b>				
10/11/2010	204649	100.00		
			SPORTS OFFICIATING SVCS	100.00
10/25/2010	204839	200.00		
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	40.00
			SPORTS OFFICIATING SVCS	100.00
<b>Vendor Total</b>		<b>300.00</b>		
<b>FYTD for PATTERSON, MICHAEL</b>		<b>300.00</b>		
<b>PAUL, MICHAEL</b>				
10/25/2010	204840	251.00		
			SPORTS OFFICIATING SVCS	75.00
			SPORTS OFFICIATING SVCS	66.00
			SPORTS OFFICIATING SVCS	110.00
<b>Vendor Total</b>		<b>251.00</b>		
<b>FYTD for PAUL, MICHAEL</b>		<b>251.00</b>		
<b>PB AMERICAS, INC.</b>				
10/18/2010	204733	5,804.85		
			SR-60/NASON ST INTERCHNG PROJ	5,804.85
<b>Vendor Total</b>		<b>5,804.85</b>		
<b>FYTD for PB AMERICAS, INC.</b>		<b>17,565.74</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PEARSON, MATTHEW</b>				
10/11/2010	204650	892.50	JULY 4th SOUND TECH SVCS	892.50
<b>Vendor Total</b>		<b>892.50</b>		
<b>FYTD for PEARSON, MATTHEW</b>		<b>892.50</b>		
<b>PEDLEY SQUARE VETERINARY CLINIC</b>				
10/25/2010	881389	5,339.00	VETERINARY SVCS	5,339.00
<b>Vendor Total</b>		<b>5,339.00</b>		
<b>FYTD for PEDLEY SQUARE VETERINARY CLINIC</b>		<b>34,340.00</b>		
<b>PENTON MEDIA, INC.</b>				
10/11/2010	881337	2,500.00	ADVERTISING SVCS-EDD	2,500.00
<b>Vendor Total</b>		<b>2,500.00</b>		
<b>FYTD for PENTON MEDIA, INC.</b>		<b>2,500.00</b>		
<b>PEREZ, SUZETTE</b>				
10/4/2010	204538	40.00	REFUND-TIME FOR TOTS	40.00
<b>Vendor Total</b>		<b>40.00</b>		
<b>FYTD for PEREZ, SUZETTE</b>		<b>40.00</b>		
<b>PERRY, NORMA</b>				
10/4/2010	204539	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PERRY, NORMA</b>		<b>1,274.92</b>		
<b>PERS LONG TERM CARE PROGRAM</b>				
10/11/2010	204651	458.63	LONG TERM CARE INSURANCE	458.63
10/25/2010	204841	458.63	LONG TERM CARE INSURANCE	458.63
<b>Vendor Total</b>		<b>917.26</b>		
<b>FYTD for PERS LONG TERM CARE PROGRAM</b>		<b>4,297.71</b>		
<b>POIEMA LANDSCAPE, INC.</b>				
10/25/2010	881390	3,843.15	LANDSCAPE MAINT-ZONE S	1,712.15
			LANDSCAPE MAINT-ZONE E-12	2,131.00
<b>Vendor Total</b>		<b>3,843.15</b>		
<b>FYTD for POIEMA LANDSCAPE, INC.</b>		<b>14,994.30</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PONTIER, GABRIELA</b>				
10/25/2010	204842	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for PONTIER, GABRIELA</b>		<b>20.00</b>		
<b>POSADAS, RENE</b>				
10/11/2010	204652	29.50	REFUND-CITATION	29.50
<b>Vendor Total</b>		<b>29.50</b>		
<b>FYTD for POSADAS, RENE</b>		<b>29.50</b>		
<b>PRECIADO, EDUARDO</b>				
10/11/2010	204653	200.00	REFUND-CITATION OVRPYMNT	100.00
			REFUND-CITATION OVRPYMNT	100.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for PRECIADO, EDUARDO</b>		<b>200.00</b>		
<b>PRICE, GEORGE E.</b>				
10/4/2010	881287	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PRICE, GEORGE E.</b>		<b>1,274.92</b>		
<b>PROACTIVE ENGINEERING CONSULTANTS, INC.</b>				
10/25/2010	881391	19,343.84	CACTUS AVE WIDENING PROJ-STG 1	6,084.16
			CACTUS AVE WIDENING PROJ-STG 2	13,259.68
<b>Vendor Total</b>		<b>19,343.84</b>		
<b>FYTD for PROACTIVE ENGINEERING CONSULTANTS, INC.</b>		<b>29,417.94</b>		
<b>PSOMAS</b>				
10/4/2010	204540	2,212.45	LASSELLE ST WIDENING PROJ SVCS	2,212.45
<b>Vendor Total</b>		<b>2,212.45</b>		
<b>FYTD for PSOMAS</b>		<b>25,309.50</b>		
<b>PULLIAM, TRENT D.</b>				
10/4/2010	204541	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PULLIAM, TRENT D.</b>		<b>1,274.92</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PURPOA, ANTHONY</b>				
10/25/2010	204843	400.00	REFUND-ADMIN CITATION	400.00
<b>Vendor Total</b>		<b>400.00</b>		
<b>FYTD for PURPOA, ANTHONY</b>		<b>400.00</b>		
<b>PW ENHANCEMENT CENTER</b>				
10/25/2010	881392	1,167.94	PARTNERSHIP PROGRAM	1,167.94
<b>Vendor Total</b>		<b>1,167.94</b>		
<b>FYTD for PW ENHANCEMENT CENTER</b>		<b>30,314.80</b>		
<b>QUALITY APPRAISAL SERVICE</b>				
10/18/2010	204734	1,200.00	APPRAISAL FEE	1,200.00
<b>Vendor Total</b>		<b>1,200.00</b>		
<b>FYTD for QUALITY APPRAISAL SERVICE</b>		<b>1,200.00</b>		
<b>R &amp; S OVERHEAD DOORS, INC.</b>				
10/18/2010	881364	1,495.00	FS # 58 DOOR REPAIRS	1,495.00
10/25/2010	881393	2,550.50	DOOR REPAIRS-FIRE #48	2,550.50
<b>Vendor Total</b>		<b>4,045.50</b>		
<b>FYTD for R &amp; S OVERHEAD DOORS, INC.</b>		<b>6,938.00</b>		
<b>RALLY MANAGEMENT SERVICES, LLC</b>				
10/4/2010	881288	2,948.40	TEMP SVCS-HENDERSON W/E-9/5	719.28
			TEMP SVCS-HENDERSON W/E-9/12	719.28
			TEMP SVCS-RODRIGUEZ W/E-9/5	754.92
			TEMP SVCS-RODRIGUEZ W/E-9/12	754.92
10/11/2010	881339	1,474.20	TEMP SVCS-RODRIGUEZ W/E-9/19	754.92
			TEMP SVCS-HENDERSON W/E-9/19	719.28
10/18/2010	881365	1,474.20	TEMP SVCS-HENDERSON W/E-9/26	719.28
			TEMP SVCS-RODRIGUEZ W/E-9/26	754.92
<b>Vendor Total</b>		<b>5,896.80</b>		
<b>FYTD for RALLY MANAGEMENT SERVICES, LLC</b>		<b>23,922.23</b>		
<b>RAMEY, PETER</b>				
10/4/2010	204542	3,187.30	RETIREE MED NOV '09-AUG '10	3,187.30
<b>Vendor Total</b>		<b>3,187.30</b>		
<b>FYTD for RAMEY, PETER</b>		<b>3,187.30</b>		



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<b>RCC PA STUDENT SOCIETY</b>				
10/4/2010	204543	750.00	REFUND-RCC PA GRADUATION	750.00
<b>Vendor Total</b>		<b>750.00</b>		
<b>FYTD for RCC PA STUDENT SOCIETY</b>		<b>750.00</b>		
<b>REGENTS UC / UNIVERSITY OF CALIFORNIA</b>				
10/18/2010	204735	90.00	CUC BREAKFAST	18.00
			CUC BREAKFAST	18.00
			CUC BREAKFAST	18.00
			CUC BREAKFAST	18.00
			CUC BREAKFAST	18.00
<b>Vendor Total</b>		<b>90.00</b>		
<b>FYTD for REGENTS UC / UNIVERSITY OF CALIFORNIA</b>		<b>440.00</b>		
<b>RESCUE ROOTER</b>				
10/25/2010	204844	752.50	UNCLOG MAIN LINE-FIRE #6	752.50
<b>Vendor Total</b>		<b>752.50</b>		
<b>FYTD for RESCUE ROOTER</b>		<b>1,574.50</b>		
<b>RESIDENTIAL WALL SYSTEMS</b>				
10/4/2010	204544	33.35	REFUND-BUS LIC OVRPMT	33.35
<b>Vendor Total</b>		<b>33.35</b>		
<b>FYTD for RESIDENTIAL WALL SYSTEMS</b>		<b>33.35</b>		
<b>REZA, JENNA</b>				
10/11/2010	204654	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for REZA, JENNA</b>		<b>20.00</b>		
<b>RGW DESIGN GROUP, INC.</b>				
10/18/2010	881366	1,146.00	DESIGN SVCS-PARKS & RECR. PLAN	1,146.00
<b>Vendor Total</b>		<b>1,146.00</b>		
<b>FYTD for RGW DESIGN GROUP, INC.</b>		<b>1,146.00</b>		
<b>RICK ENGINEERING COMPANY</b>				
10/4/2010	881289	5,100.00	KITCHING ST IMPRVMENTS PROJ	4,845.00
			KITCHING ST IMPRVMENTS PROJ	255.00
<b>Vendor Total</b>		<b>5,100.00</b>		
<b>FYTD for RICK ENGINEERING COMPANY</b>		<b>15,140.00</b>		



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<b>RIGGENBACH, TAMARA</b>				
10/4/2010	204545	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for RIGGENBACH, TAMARA</b>		<b>20.00</b>		
<b>RIV CO FLOOD CONTROL &amp; WATER CONSERVATN</b>				
10/4/2010	204546	2,000.00	ENCRCHMNT PERMIT-JFK/KITCHING	2,000.00
<b>Vendor Total</b>		<b>2,000.00</b>		
<b>FYTD for RIV CO FLOOD CONTROL &amp; WATER CONSERVATN</b>		<b>8,706.02</b>		
<b>RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH</b>				
10/11/2010	204655	50.00	DFA - RABIES TEST	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH</b>		<b>100.00</b>		
<b>RIVERSIDE COUNTY EDA</b>				
10/18/2010	204736	4,147.50	AUTO INDUSTRY RESEARCH	4,147.50
<b>Vendor Total</b>		<b>4,147.50</b>		
<b>FYTD for RIVERSIDE COUNTY EDA</b>		<b>4,147.50</b>		
<b>RIVERSIDE COUNTY INFORMATION TECHNOLOGY</b>				
10/11/2010	204656	242.93	COMMUNICATIONS SVCS	30.26
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
10/18/2010	204737	851.38	RADIO LEASE/MAINT-POLICE	851.38
<b>Vendor Total</b>		<b>1,094.31</b>		
<b>FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY</b>		<b>8,112.46</b>		
<b>RIVERSIDE COUNTY OFFICE OF EDUCATION</b>				
10/18/2010	204738	275.00	CATEGORIAL PROGRAM WORKSHOP	275.00
<b>Vendor Total</b>		<b>275.00</b>		
<b>FYTD for RIVERSIDE COUNTY OFFICE OF EDUCATION</b>		<b>275.00</b>		



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<b>RIVERSIDE COUNTY REGISTRAR OF VOTERS</b>				
10/25/2010	204846	70.00		
			CERTIFY REGISTERED VOTERS	70.00
<b>Vendor Total</b>		<b>70.00</b>		
<b>FYTD for RIVERSIDE COUNTY REGISTRAR OF VOTERS</b>		<b>70.00</b>		
<b>RIVERSIDE COUNTY SHERIFF BEN CLARK</b>				
10/11/2010	204657	142.00		
			REGISTR-DUI COURSE	142.00
10/18/2010	204739	498.00		
			REG.-BASIC SURVEILLANCE/EQUIP	249.00
			REG.-BASIC SURVEILLANCE/EQUIP	249.00
<b>Vendor Total</b>		<b>640.00</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK</b>		<b>640.00</b>		
<b>RIVERSIDE COUNTY SHERIFF COURT SERVICES</b>				
10/11/2010	204658	791.51		
			GARNISHMENT	138.85
			GARNISHMENT	173.76
			GARNISHMENT	478.90
10/25/2010	204847	789.08		
			GARNISHMENT	136.39
			GARNISHMENT	173.76
			GARNISHMENT	478.93
<b>Vendor Total</b>		<b>1,580.59</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES</b>		<b>4,311.08</b>		
<b>RIVERSIDE COUNTY SHERIFF MV</b>				
10/4/2010	204547	899.40		
			EXTRA DUTY-DUI CHECKPOINT	899.40
10/18/2010	204740	326.34		
			SPECIAL BILLING-MVFBI-ICEP	326.34
<b>Vendor Total</b>		<b>1,225.74</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF MV</b>		<b>1,538.76</b>		
<b>RIVERSIDE COUNTY SHERIFF'S DEPT.</b>				
10/4/2010	204548	1,849.26		
			SPECIAL BILLING-MVFBI-ICEP	1,849.26
<b>Vendor Total</b>		<b>1,849.26</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF'S DEPT.</b>		<b>4,242.42</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RLZ ENGINEERING</b>				
10/11/2010	881340	5,998.50	TEMP STAFFING SVCS-CAP PROJS	5,998.50
<b>Vendor Total</b>		<b>5,998.50</b>		
<b>FYTD for RLZ ENGINEERING</b>		<b>23,312.00</b>		
<b>ROBERTS, CHARLES</b>				
10/11/2010	204659	29.50	REFUND-CITATION	29.50
<b>Vendor Total</b>		<b>29.50</b>		
<b>FYTD for ROBERTS, CHARLES</b>		<b>29.50</b>		
<b>ROBY, ANNETTE</b>				
10/25/2010	204848	66.00	REFUND-ADOPT DOG	30.00
			REFUND-ADOPT DOG	10.00
			REFUND-ADOPT DOG	16.00
			REFUND-ADOPT DOG	10.00
<b>Vendor Total</b>		<b>66.00</b>		
<b>FYTD for ROBY, ANNETTE</b>		<b>66.00</b>		
<b>ROCHA, SARA L.</b>				
10/4/2010	881290	787.80	RET MED JUL-SEPT '10, SEPT-NOV	787.80
<b>Vendor Total</b>		<b>787.80</b>		
<b>FYTD for ROCHA, SARA L.</b>		<b>1,756.76</b>		
<b>RODRIGUEZ, HECTOR</b>				
10/25/2010	204849	80.00	SPORTS OFFICIATING SVCS	80.00
<b>Vendor Total</b>		<b>80.00</b>		
<b>FYTD for RODRIGUEZ, HECTOR</b>		<b>80.00</b>		
<b>ROESLING NAKAMURA TERADA ARCHITECTS, INC</b>				
10/11/2010	881341	23,147.79	PUB SFTY BLDG CONVERSION PROJ	23,147.79
<b>Vendor Total</b>		<b>23,147.79</b>		
<b>FYTD for ROESLING NAKAMURA TERADA ARCHITECTS, INC</b>		<b>152,030.24</b>		
<b>ROGERS, EUGENE</b>				
10/4/2010	881291	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ROGERS, EUGENE</b>		<b>1,274.92</b>		



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<b>ROMERO, GUILLERMINA</b>				
10/25/2010	204850	216.00	REFUND-ADMIN CITATION	216.00
<b>Vendor Total</b>		<b>216.00</b>		
<b>FYTD for ROMERO, GUILLERMINA</b>		<b>216.00</b>		
<b>ROSS, DAVID T.</b>				
10/4/2010	881292	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ROSS, DAVID T.</b>		<b>1,274.92</b>		
<b>ROSSON, LOUIS A.</b>				
10/4/2010	881293	289.76	RETIREE MED OCT '10	193.36
			RETIREE MED AUG '10 TRX	96.40
<b>Vendor Total</b>		<b>289.76</b>		
<b>FYTD for ROSSON, LOUIS A.</b>		<b>1,159.04</b>		
<b>ROZOK, LAURIE</b>				
10/4/2010	204549	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for ROZOK, LAURIE</b>		<b>75.00</b>		
<b>RUSSO, JOHN</b>				
10/4/2010	881294	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for RUSSO, JOHN</b>		<b>1,274.92</b>		
<b>SDGIA-SAN DIEGO GANG INVESTIGATORS ASSOC</b>				
10/11/2010	204660	25.00	MEXICAN MAFIA/SURENO GANGS TRN	25.00
<b>Vendor Total</b>		<b>25.00</b>		
<b>FYTD for SDGIA-SAN DIEGO GANG INVESTIGATORS ASSOC</b>		<b>25.00</b>		
<b>SECURITY LOCK &amp; KEY</b>				
10/4/2010	881295	87.99	PARKS-LOCK REPAIRS	87.99
10/25/2010	881394	57.50	LOCK REPAIRS	57.50
<b>Vendor Total</b>		<b>145.49</b>		
<b>FYTD for SECURITY LOCK &amp; KEY</b>		<b>377.68</b>		



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<b>SERTA MATTRESS</b>				
10/25/2010	204851	4,943.60	16MATTRESSES/BOXSPRGS FS#2&6	4,943.60
<b>Vendor Total</b>		<b>4,943.60</b>		
<b>FYTD for SERTA MATTRESS</b>		<b>4,943.60</b>		
<b>SHAH, JAGDISH</b>				
10/11/2010	881342	19,440.00	TEMP STAFFING SVCS-CAP PROJS	19,440.00
<b>Vendor Total</b>		<b>19,440.00</b>		
<b>FYTD for SHAH, JAGDISH</b>		<b>76,680.00</b>		
<b>SHARRETT, SHARON K.</b>				
10/4/2010	204550	193.36	RETIREE MED OCT '10	193.36
<b>Vendor Total</b>		<b>193.36</b>		
<b>FYTD for SHARRETT, SHARON K.</b>		<b>773.44</b>		
<b>SHELDON, STUART H.</b>				
10/4/2010	204551	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for SHELDON, STUART H.</b>		<b>1,274.92</b>		
<b>SHELL OIL CO.</b>				
10/18/2010	204742	48.54	FUEL PURCHASES	48.54
10/18/2010	204743	1,216.03	FUEL PURCHASES	1,216.03
10/25/2010	204852	31.45	FUEL PURCHASES	31.45
<b>Vendor Total</b>		<b>1,296.02</b>		
<b>FYTD for SHELL OIL CO.</b>		<b>6,900.01</b>		
<b>SHURTLEFF, JEANNETTE L.</b>				
10/18/2010	204744	798.00	INSTRUCTION SVCS-21 DAYS	798.00
<b>Vendor Total</b>		<b>798.00</b>		
<b>FYTD for SHURTLEFF, JEANNETTE L.</b>		<b>1,368.00</b>		
<b>SINGLETON-DECUIR, JANISHEIA</b>				
10/4/2010	881296	65.50	MILEAGE REIMBURSEMENT	65.50
<b>Vendor Total</b>		<b>65.50</b>		
<b>FYTD for SINGLETON-DECUIR, JANISHEIA</b>		<b>65.50</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SKY TRAILS MOBILE VILLAGE</b>				
10/18/2010	881367	27.51	REFUND UTILITY USER TAXES	27.51
<b>Vendor Total</b>		<b>27.51</b>		
<b>FYTD for SKY TRAILS MOBILE VILLAGE</b>		<b>96.31</b>		
<b>SMITH FLOORS &amp; INSTALLATIONS</b>				
10/11/2010	881343	4,830.00	CARPET REPAIRS-CITY HALL	4,830.00
10/25/2010	881396	720.00	INSTALL CARPET TILE-NEW EOC	720.00
<b>Vendor Total</b>		<b>5,550.00</b>		
<b>FYTD for SMITH FLOORS &amp; INSTALLATIONS</b>		<b>7,772.00</b>		
<b>SMITH, CHRISTEN</b>				
10/4/2010	204552	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for SMITH, CHRISTEN</b>		<b>75.00</b>		
<b>SMITH, DONNA</b>				
10/18/2010	204745	20.00	REFUND - RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for SMITH, DONNA</b>		<b>20.00</b>		
<b>SMITH, MARIA A.</b>				
10/4/2010	881297	315.59	RETIREE MED OCT '10	315.59
<b>Vendor Total</b>		<b>315.59</b>		
<b>FYTD for SMITH, MARIA A.</b>		<b>1,262.36</b>		
<b>SOCO GROUP, INC</b>				
10/25/2010	881397	5,621.93	FUEL PURCHASE	5,621.93
<b>Vendor Total</b>		<b>5,621.93</b>		
<b>FYTD for SOCO GROUP, INC</b>		<b>98,719.41</b>		
<b>SODEN ENTERPRISES, INC. DBA EASY YOGA</b>				
10/4/2010	204553	129.00	INSTRUCTOR SVCS-YOGA	129.00
<b>Vendor Total</b>		<b>129.00</b>		
<b>FYTD for SODEN ENTERPRISES, INC. DBA EASY YOGA</b>		<b>283.80</b>		



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<b>SOSA, CHANTAL</b>				
10/25/2010	204853	93.00	REFUND-CLASS FEE	93.00
<b>Vendor Total</b>		<b>93.00</b>		
<b>FYTD for SOSA, CHANTAL</b>		<b>93.00</b>		

<b>SOUTHERN CALIFORNIA EDISON</b>				
10/4/2010	204554	7,987.22	ELECTRICITY	65.24
			ELECTRICITY	143.90
			ELECTRICITY	1,535.70
			ELECTRICITY	1,697.29
			ELECTRICITY	215.18
			ELECTRICITY	730.24
			ELECTRICITY	1,458.75
			ELECTRICITY	146.53
			ELECTRICITY	366.69
			ELECTRICITY	22.88
			ELECTRICITY	1,073.68
			ELECTRICITY	165.98
			ELECTRICITY	149.78
			ELECTRICITY	70.21
			ELECTRICITY	145.17
10/4/2010	204555	21,460.25	WDAT CHARGES-SUBSTATION	18,548.75
			WDAT CHARGES-FREDERICK	2,911.50
10/11/2010	204661	21,738.65	ELECTRICITY	45.68
			ELECTRICITY	130.62
			ELECTRICITY	43.68
			ELECTRICITY	942.50
			ELECTRICITY	1,830.09
			ELECTRICITY	2,121.92
			ELECTRICITY	879.22
			ELECTRICITY	878.25
			ELECTRICITY	583.77
			ELECTRICITY	65.32
			ELECTRICITY	70.87
			IFA CHRGS-SUBSTATION	14,146.73
10/18/2010	204746	17,777.22	WDAT CHARGES-NANDINA	3,352.19
			WDAT CHARGES-GRAHAM	4,253.41
			WDAT CHARGES-GLOBE	10,171.62
<b>Vendor Total</b>		<b>68,963.34</b>		
<b>FYTD for SOUTHERN CALIFORNIA EDISON</b>		<b>1,046,242.29</b>		



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<b>SOUTHERN CALIFORNIA GAS CO.</b>				
10/4/2010	204556	3,020.06		
			GAS CHARGES	337.52
			GAS CHARGES	1,818.59
			GAS CHARGES	15.34
			GAS CHARGES	79.14
			GAS CHARGES	19.53
			GAS CHARGES	147.26
			GAS CHARGES	71.88
			GAS CHARGES	86.55
			GAS CHARGES	86.52
			GAS CHARGES	92.85
			GAS CHARGES	23.71
			GAS CHARGES	241.17
10/18/2010	204748	3,885.55		
			GAS CHARGES	26.00
			GAS CHARGES	563.36
			GAS CHARGES	1,481.49
			GAS CHARGES	30.08
			GAS CHARGES	15.24
			GAS CHARGES	994.58
			GAS CHARGES	72.88
			GAS CHARGES	18.62
			GAS CHARGES	151.49
			GAS CHARGES	69.32
			GAS CHARGES	81.70
			GAS CHARGES	99.32
			GAS CHARGES	78.25
			GAS CHARGES	103.44
			GAS CHARGES	99.78
<b>Vendor Total</b>		<b>6,905.61</b>		
<b>FYTD for SOUTHERN CALIFORNIA GAS CO.</b>		<b>14,464.70</b>		
<b>SPARKLETTS</b>				
10/4/2010	204557	21.69		
			WATER SERVICE-ARAMADA ELEM.	5.37
			WATER SERVICE-CREEKSIDE ELEM.	16.32
10/18/2010	204749	15.07		
			WATER SERVICE-SUNNYMD ELEM.	15.07
<b>Vendor Total</b>		<b>36.76</b>		
<b>FYTD for SPARKLETTS</b>		<b>212.00</b>		
<b>SPECK, GARY B.</b>				
10/4/2010	881298	318.73		
			RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for SPECK, GARY B.</b>		<b>1,274.92</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SPECTRUM CARE</b>				
10/18/2010	881369	12,333.33		
			LANDSCAPE MAINT-ZONE E-1	10,540.00
			LANDSCAPE MAINT-ZONE E-1	1,793.33
<b>Vendor Total</b>		<b>12,333.33</b>		
<b>FYTD for SPECTRUM CARE</b>		<b>49,333.32</b>		
<b>SPENCER, MARTHA</b>				
10/4/2010	881299	194.53		
			RETIREE MED OCT '10	194.53
<b>Vendor Total</b>		<b>194.53</b>		
<b>FYTD for SPENCER, MARTHA</b>		<b>778.12</b>		
<b>SPORTS INNOVATORS</b>				
10/4/2010	204575	3,205.00		
			SPORTS OFFICIATING SVC	2,680.00
			SPORTS OFFICIATING SVC	295.00
			SPORTS OFFICIATING SVC	230.00
<b>Vendor Total</b>		<b>3,205.00</b>		
<b>FYTD for SPORTS INNOVATORS</b>		<b>9,525.00</b>		
<b>SPRINT/NEXTEL</b>				
10/4/2010	881300	133.08		
			CELL PH CHRGS-PD/GTF	133.08
<b>Vendor Total</b>		<b>133.08</b>		
<b>FYTD for SPRINT/NEXTEL</b>		<b>404.20</b>		
<b>ST. CHRISTOPHER CHURCH</b>				
10/18/2010	204750	750.00		
			REFUND - DEPOSIT 9/25	750.00
<b>Vendor Total</b>		<b>750.00</b>		
<b>FYTD for ST. CHRISTOPHER CHURCH</b>		<b>750.00</b>		
<b>STANDARD INSURANCE CO</b>				
10/4/2010	204558	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>130,215.17</b>		



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<b>STANLEY CONVERGENT SECURITY SOLUTNS, INC</b>				
10/4/2010	881301	2,137.75		
			SECURITY CARD READER SVC-PD	595.00
			MONITORING SVCS-PARKS	172.92
			MONITORING SVCS-MF PARK	105.00
			MONITORING SVCS-ANNX #1	105.00
			MONITORING SVCS-CONF & REC CTR	492.00
			MONITORING SVCS-SPCL DIST	147.00
			MONITORING SVCS-TECH SVCS	105.00
			MONITORING SVCS-PSB	194.85
			MONITORING SVCS-TWNGTE CTR	220.98
<b>Vendor Total</b>		<b>2,137.75</b>		
<b>FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC</b>		<b>10,370.52</b>		
<b>STATE BOARD OF EQUALIZATION</b>				
10/28/2010	93010	2,536.00		
			SALES & USE TAX 7/1-9/30/10	2,536.00
<b>Vendor Total</b>		<b>2,536.00</b>		
<b>FYTD for STATE BOARD OF EQUALIZATION</b>		<b>9,622.00</b>		
<b>STATE DISBURSEMENT UNIT</b>				
10/14/2010	2723	859.06		
			CHILD SUPPORT W/H 10/1/10	859.06
10/28/2010	2731	859.06		
			CHILD SUPPORT W/H 10/28/10	859.06
<b>Vendor Total</b>		<b>1,718.12</b>		
<b>FYTD for STATE DISBURSEMENT UNIT</b>		<b>8,159.45</b>		
<b>STATE OF CALIFORNIA DEPT. OF JUSTICE</b>				
10/4/2010	204559	3,742.00		
			FINGERPRINTING SVCS-PD	3,742.00
10/18/2010	204751	4,454.00		
			FINGERPRINTING SVCS-TREASURY	192.00
			FINGERPRINTING SVCS-EMRG MGT	32.00
			FINGERPRINTING SVCS-HR	96.00
			FINGERPRINTING SVCS-STARS	2,048.00
			FINGERPRINTING SVCS-PARKS	32.00
			FINGERPRINTING SVCS-PARKS	32.00
			FINGERPRINTING SVCS-STARS	32.00
			FINGERPRINTING SVCS-HR	320.00
			FINGERPRINTING SVCS-TREASURY	96.00
			BLOOD ALCHL ANLYS-PD	1,190.00
			FINGERPRINTING SVCS-PD	32.00
			FINGERPRINTING SVCS-CITY CLERK	32.00
			FINGERPRINTING SVCS-PD	320.00
<b>Vendor Total</b>		<b>8,196.00</b>		
<b>FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE</b>		<b>24,752.00</b>		





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<b>STATE WATER RESOURCES CONTROL BOARD</b>				
10/11/2010	204663	346.00	NOTICE OF INTENT-MORR PRK F.S.	346.00
<b>Vendor Total</b>		<b>346.00</b>		
<b>FYTD for STATE WATER RESOURCES CONTROL BOARD</b>		<b>346.00</b>		
<b>STENO SOLUTIONS TRANSCRIPTION SVCS., IN</b>				
10/18/2010	204752	4,698.88	TRANSCRIPTION SVCS-POLICE	4,698.88
<b>Vendor Total</b>		<b>4,698.88</b>		
<b>FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN</b>		<b>11,263.68</b>		
<b>STERICYCLE (BFI)</b>				
10/25/2010	881398	518.04	MED WASTE HAULING SVC	518.04
<b>Vendor Total</b>		<b>518.04</b>		
<b>FYTD for STERICYCLE (BFI)</b>		<b>2,072.34</b>		



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<b>STEVE'S LANDSCAPING &amp; WEED ABATEMENT</b>				
10/4/2010	881302	6,422.00		
			WEED ABATEMENT SVC-FIRE PREV	838.75
			WEED ABATEMENT SVC-FIRE PREV	339.00
			WEED ABATEMENT SVC-FIRE PREV	363.00
			WEED ABATEMENT SVC-FIRE PREV	897.75
			WEED ABATEMENT SVC-FIRE PREV	455.00
			WEED ABATEMENT SVC-FIRE PREV	442.00
			WEED ABATEMENT SVC-FIRE PREV	972.00
			WEED ABATEMENT SVC-FIRE PREV	364.00
			WEED ABATEMENT SVC-FIRE PREV	305.00
			WEED ABATEMENT SVC-FIRE PREV	468.00
			WEED ABATEMENT SVC-FIRE PREV	977.50
10/11/2010	881344	11,879.25		
			WEED ABATEMENT SVC-FIRE PREV	96.00
			WEED ABATEMENT SVC-FIRE PREV	576.00
			WEED ABATEMENT SVC-FIRE PREV	973.00
			WEED ABATEMENT SVC-FIRE PREV	335.00
			WEED ABATEMENT SVC-FIRE PREV	999.75
			WEED ABATEMENT SVC-FIRE PREV	493.00
			WEED ABATEMENT SVC-FIRE PREV	335.00
			WEED ABATEMENT SVC-FIRE PREV	898.50
			WEED ABATEMENT SVC-FIRE PREV	390.00
			WEED ABATEMENT SVC-FIRE PREV	1,094.00
			WEED ABATEMENT SVC-FIRE PREV	335.00
			WEED ABATEMENT SVC-FIRE PREV	338.00
			WEED ABATEMENT SVC-FIRE PREV	339.00
			WEED ABATEMENT SVC-FIRE PREV	986.00
			WEED ABATEMENT SVC-FIRE PREV	652.00
			WEED ABATEMENT SVC-FIRE PREV	808.00
			WEED ABATEMENT SVC-FIRE PREV	265.00
			WEED ABATEMENT SVC-FIRE PREV	980.00
			WEED ABATEMENT SVC-FIRE PREV	986.00
10/18/2010	881370	3,213.00		
			WEED ABATEMENT SVC-FIRE PREV	982.00
			WEED ABATEMENT SVC-FIRE PREV	294.00
			WEED ABATEMENT SVC-FIRE PREV	62.00
			WEED ABATEMENT SVC-FIRE PREV	455.00
			WEED ABATEMENT SVC-FIRE PREV	439.00
			WEED ABATEMENT SVC-FIRE PREV	352.00
			WEED ABATEMENT SVC-FIRE PREV	294.00
			WEED ABATEMENT SVC-FIRE PREV	980.00
			WEED ABATEMENT SVC-FIRE PREV	335.00
<b>Vendor Total</b>		<b>21,514.25</b>		
<b>FYTD for STEVE'S LANDSCAPING &amp; WEED ABATEMENT</b>		<b>51,255.75</b>		



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<b>STEWART TITLE OF CALIFORNIA</b>				
10/26/2010	1010211	19,287.00		
			ACQ & ESCROW-11734 PERRIS BLVD	19,287.00
10/28/2010	1010231	300.00		
			TITLE PREMIUM ADDL CHARGES	300.00
	<b>Vendor Total</b>	<b>19,587.00</b>		
<b>FYTD for STEWART TITLE OF CALIFORNIA</b>		<b>334,826.56</b>		
<b>STEWART, CLIFFORD</b>				
10/4/2010	881303	251.09		
			RETIREE MED OCT '10	251.09
	<b>Vendor Total</b>	<b>251.09</b>		
<b>FYTD for STEWART, CLIFFORD</b>		<b>1,004.36</b>		
<b>STRICKLER II, JOHN W.</b>				
10/4/2010	881304	318.73		
			RETIREE MED OCT '10	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for STRICKLER II, JOHN W.</b>		<b>1,274.92</b>		
<b>SUNDOWN WINDOW TINTING</b>				
10/11/2010	881346	299.00		
			WINDOW TINTING-FIRE ST.#48	299.00
10/18/2010	881371	235.00		
			INSTALL WINDOW TINT	235.00
	<b>Vendor Total</b>	<b>534.00</b>		
<b>FYTD for SUNDOWN WINDOW TINTING</b>		<b>534.00</b>		
<b>SUNNYMEAD ACE HARDWARE</b>				
10/4/2010	204560	18.48		
			MISC. SUPPLIES-FIRE	18.48
10/18/2010	204753	54.66		
			MISC.SUPPLIES-POLICE	27.70
			MISC.SUPPLIES-POLICE	26.96
	<b>Vendor Total</b>	<b>73.14</b>		
<b>FYTD for SUNNYMEAD ACE HARDWARE</b>		<b>393.15</b>		
<b>SUNNYMEAD ANIMAL HOSPITAL</b>				
10/11/2010	204664	24.00		
			VACCINATION-K-9 LEX	24.00
	<b>Vendor Total</b>	<b>24.00</b>		
<b>FYTD for SUNNYMEAD ANIMAL HOSPITAL</b>		<b>24.00</b>		



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<b>SUNNYMEAD VETERINARY CLINIC</b>				
10/25/2010	204855	1,086.00		
			EMERGENCY VET SVCS	386.00
			EMERGENCY VET SVCS	350.00
			EMERGENCY VET SVCS	350.00
<b>Vendor Total</b>		<b>1,086.00</b>		
<b>FYTD for SUNNYMEAD VETERINARY CLINIC</b>		<b>2,536.00</b>		
<b>SUPERIOR TOWING INC</b>				
10/18/2010	204754	195.00		
			TOWING SVCS-POLICE	195.00
<b>Vendor Total</b>		<b>195.00</b>		
<b>FYTD for SUPERIOR TOWING INC</b>		<b>195.00</b>		
<b>TAX COMPLIANCE SERVICES</b>				
10/4/2010	204561	6,250.00		
			UUT COMPLIANCE SERVICES	6,250.00
<b>Vendor Total</b>		<b>6,250.00</b>		
<b>FYTD for TAX COMPLIANCE SERVICES</b>		<b>12,500.00</b>		
<b>TCM GROUP</b>				
10/18/2010	881372	10,841.80		
			SR-60/NASON ST INTERCHNG PROJ	10,841.80
<b>Vendor Total</b>		<b>10,841.80</b>		
<b>FYTD for TCM GROUP</b>		<b>31,895.31</b>		
<b>TEK TIME SYSTEMS, LLC</b>				
10/4/2010	204562	86.64		
			TIME STAMP REPAIR	10.82
			TIME STAMP REPAIR	10.82
			TIME STAMP REPAIR	32.50
			TIME STAMP REPAIR	32.50
<b>Vendor Total</b>		<b>86.64</b>		
<b>FYTD for TEK TIME SYSTEMS, LLC</b>		<b>86.64</b>		
<b>THOMSON REUTERS INC</b>				
10/11/2010	204665	172.92		
			LEGAL PUBLICATION SBSCRPTNS	172.92
10/25/2010	204857	199.09		
			LEGAL PUBLICATION SBSCRPTNS	199.09
<b>Vendor Total</b>		<b>372.01</b>		
<b>FYTD for THOMSON REUTERS INC</b>		<b>1,768.63</b>		



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<b>T-MOBILE USA</b>				
10/25/2010	204856	1,000.00	E911-LOCATOR TOOL	1,000.00
<b>Vendor Total</b>		<b>1,000.00</b>		
<b>FYTD for T-MOBILE USA</b>		<b>1,000.00</b>		
<b>TORO, PAMELA</b>				
10/18/2010	204755	25.00	REFUND - ARTOBER FEST	25.00
<b>Vendor Total</b>		<b>25.00</b>		
<b>FYTD for TORO, PAMELA</b>		<b>25.00</b>		
<b>TRICHE, TARA</b>				
10/25/2010	204859	2,220.00	INSTRUCTOR SVCS-BALLET 2	44.40
			INSTRUCTOR SVCS-BALLET 18	399.60
			INSTRUCTOR SVCS-BALLET 11	244.20
			INSTRUCTOR SVCS-DANCE 13	288.60
			INSTRUCTOR SVCS-DANCE 8	177.60
			INSTRUCTOR SVCS-DANCE 16	355.20
			INSTRUCTOR SVCS-DANCE 11	244.20
			INSTRUCTOR SVCS-HIPHOP 21	466.20
<b>Vendor Total</b>		<b>2,220.00</b>		
<b>FYTD for TRICHE, TARA</b>		<b>7,037.40</b>		
<b>TRI-CITY LINEN SUPPLY, INC.</b>				
10/4/2010	204563	75.00	LINEN SVCS	25.00
			LINEN SVCS	25.00
			LINEN SVCS	25.00
10/18/2010	204756	25.00	LINEN SVCS	25.00
10/25/2010	204858	25.00	LINEN SVCS	25.00
<b>Vendor Total</b>		<b>125.00</b>		
<b>FYTD for TRI-CITY LINEN SUPPLY, INC.</b>		<b>508.00</b>		
<b>TRIPLE CROWN SPORTS</b>				
10/4/2010	204564	30.00	REFUND-FALSE ALARM	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for TRIPLE CROWN SPORTS</b>		<b>30.00</b>		



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<b>TROPICAL PLAZA NURSERY, INC.</b>				
10/18/2010	204757	16,472.27		
			LANDSCAPE MAINT-ZONE E-2	772.27
			LANDSCAPE MAINT-ZONE E-2	15,700.00
<b>Vendor Total</b>		<b>16,472.27</b>		
<b>FYTD for TROPICAL PLAZA NURSERY, INC.</b>		<b>67,823.95</b>		
<b>TRUGREEN LANDCARE</b>				
10/25/2010	881399	2,558.89		
			LANDSCAPE MAINT-ZONE E-16	49.26
			LANDSCAPE MAINT-ZONE E-16	24.63
			LANDSCAPE MAINT-ZONE E-16	2,485.00
<b>Vendor Total</b>		<b>2,558.89</b>		
<b>FYTD for TRUGREEN LANDCARE</b>		<b>114,540.32</b>		
<b>TUNTLAND, JAMES</b>				
10/4/2010	881305	251.09		
			RETIREE MED OCT '10	251.09
<b>Vendor Total</b>		<b>251.09</b>		
<b>FYTD for TUNTLAND, JAMES</b>		<b>1,004.36</b>		
<b>TURF STAR, INC.</b>				
10/18/2010	204758	148.52		
			PARTS FOR GOLF COURSE EQUIPMEN	148.52
<b>Vendor Total</b>		<b>148.52</b>		
<b>FYTD for TURF STAR, INC.</b>		<b>435.55</b>		
<b>UNDERGROUND SERVICE ALERT</b>				
10/18/2010	204759	403.50		
			DIGALERT TICKETS SUBSC. SVC	100.88
			DIGALERT TICKETS SUBSC. SVC	100.87
			DIGALERT TICKETS SUBSC. SVC	100.87
			DIGALERT TICKETS SUBSC. SVC	100.88
<b>Vendor Total</b>		<b>403.50</b>		
<b>FYTD for UNDERGROUND SERVICE ALERT</b>		<b>1,944.50</b>		
<b>UNION BANK OF CALIFORNIA</b>				
10/11/2010	204666	291.67		
			STANDBY LOC TRANSFER FEES	291.67
10/18/2010	204760	170.00		
			STANDBY LOC TRANSFER FEES	170.00
<b>Vendor Total</b>		<b>461.67</b>		
<b>FYTD for UNION BANK OF CALIFORNIA</b>		<b>57,116.88</b>		



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<b>UNITED INSPECTION &amp; TESTING INC</b>				
10/4/2010	204565	7,207.00	2010 PAVEMENT RESURF PROJ SVCS	7,207.00
<b>Vendor Total</b>		<b>7,207.00</b>		
<b>FYTD for UNITED INSPECTION &amp; TESTING INC</b>		<b>8,141.80</b>		
<b>UNITED SITE SERVICES OF CA, INC.</b>				
10/4/2010	881307	184.72	FENCE RENTAL	107.39
			PORTABLE TOILET-GOLF COURSE	77.33
10/11/2010	881347	97.55	PORTABLE TOILET SVC-CITY YARD	97.55
<b>Vendor Total</b>		<b>282.27</b>		
<b>FYTD for UNITED SITE SERVICES OF CA, INC.</b>		<b>1,299.85</b>		
<b>UNITED STATES TREASURY</b>				
10/11/2010	204667	50.00	PAYROLL DEDUCTION AGREEMENT	50.00
10/25/2010	204860	50.00	PAYROLL DEDUCTION AGREEMENT	50.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for UNITED STATES TREASURY</b>		<b>450.00</b>		
<b>UNITED WAY OF INLAND VALLEYS</b>				
10/11/2010	204668	627.18	UNITED WAY CONTRIBUTIONS	627.18
10/25/2010	204861	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>5,724.62</b>		
<b>UNIVAR USA, INC</b>				
10/4/2010	204566	1,308.45	FERTILIZER & AG CHEMICALS	599.26
			FERTILIZER & AG CHEMICALS	709.19
<b>Vendor Total</b>		<b>1,308.45</b>		
<b>FYTD for UNIVAR USA, INC</b>		<b>1,308.45</b>		
<b>URBAN CROSSROADS, INC.</b>				
10/25/2010	204862	2,485.00	ON-CALL TRAFFIC ENGRNG	2,485.00
<b>Vendor Total</b>		<b>2,485.00</b>		
<b>FYTD for URBAN CROSSROADS, INC.</b>		<b>9,242.50</b>		







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<b>VALI COOPER &amp; ASSOCIATES, INC.</b>				
10/18/2010	881373	9,310.00		
			TEMP STAFFING SVCS-CAP PROJS	9,310.00
10/25/2010	881400	11,340.00		
			TEMP STAFFING SVCS-CAP PROJS	11,340.00
	<b>Vendor Total</b>	<b>20,650.00</b>		
<b>FYTD for VALI COOPER &amp; ASSOCIATES, INC.</b>		<b>44,375.00</b>		
<b>VALLEY CITIES/ GONZALES FENCE INC</b>				
10/4/2010	204567	2,900.00		
			REMOVE/RELOCATE FENCES	2,900.00
	<b>Vendor Total</b>	<b>2,900.00</b>		
<b>FYTD for VALLEY CITIES/ GONZALES FENCE INC</b>		<b>2,900.00</b>		
<b>VALLEY WIDE TOWING</b>				
10/11/2010	204670	175.00		
			TOWING SVCS-POLICE	175.00
	<b>Vendor Total</b>	<b>175.00</b>		
<b>FYTD for VALLEY WIDE TOWING</b>		<b>175.00</b>		
<b>VAS ASSOCIATES, INC.</b>				
10/11/2010	881349	19,200.00		
			TEMP STAFFING SVCS-CAP PROJS	19,200.00
	<b>Vendor Total</b>	<b>19,200.00</b>		
<b>FYTD for VAS ASSOCIATES, INC.</b>		<b>76,440.00</b>		
<b>VERDUZCO, LEONOR</b>				
10/25/2010	204863	75.00		
			REFUND-SPAY NEUTER DEP	75.00
	<b>Vendor Total</b>	<b>75.00</b>		
<b>FYTD for VERDUZCO, LEONOR</b>		<b>75.00</b>		
<b>VERIZON</b>				
10/18/2010	204761	1,697.76		
			BACKBONE CHRGS	1,697.76
	<b>Vendor Total</b>	<b>1,697.76</b>		
<b>FYTD for VERIZON</b>		<b>6,812.19</b>		
<b>VERIZON CALIFORNIA</b>				
10/25/2010	204864	619.06		
			PHONE CHRGS-ERC	619.06
	<b>Vendor Total</b>	<b>619.06</b>		
<b>FYTD for VERIZON CALIFORNIA</b>		<b>3,197.46</b>		



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<b>VIGIL, ERNEST</b>				
10/4/2010	881309	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for VIGIL, ERNEST</b>		<b>1,274.92</b>		
<b>VISION SERVICE PLAN</b>				
10/4/2010	881310	4,327.28	EMPLOYEE VISION INSURANCE	4,327.28
<b>Vendor Total</b>		<b>4,327.28</b>		
<b>FYTD for VISION SERVICE PLAN</b>		<b>17,337.42</b>		
<b>VISTA PAINT CORPORATION</b>				
10/25/2010	204865	1,985.36	PAINT/SUPPLY-GRAFFITI REMOVAL	1,457.48
			PAINT/SUPPLY-GRAFFITI REMOVAL	184.76
			PAINT/SUPPLY-GRAFFITI REMOVAL	57.91
			PAINT/SUPPLY-GRAFFITI REMOVAL	285.21
<b>Vendor Total</b>		<b>1,985.36</b>		
<b>FYTD for VISTA PAINT CORPORATION</b>		<b>3,440.67</b>		
<b>VOGT, CHRIS</b>				
10/11/2010	204671	390.73	REIMB-PROF DEVT	120.73
			REIMB-PROF DEVT	270.00
<b>Vendor Total</b>		<b>390.73</b>		
<b>FYTD for VOGT, CHRIS</b>		<b>852.23</b>		
<b>VOLUNTEER CENTER OF RIVERSIDE COUNTY</b>				
10/4/2010	881311	677.28	RENTAL ASSIST SVCS-ADMIN FEES	677.28
<b>Vendor Total</b>		<b>677.28</b>		
<b>FYTD for VOLUNTEER CENTER OF RIVERSIDE COUNTY</b>		<b>57,004.84</b>		
<b>VOYAGER FLEET SYSTEM, INC.</b>				
10/18/2010	881374	4,918.12	CNG FUEL PURCHASE	1,805.14
			CNG FUEL PURCHASE	438.29
			CNG FUEL PURCHASE	2,472.89
			CNG FUEL PURCHASE	201.80
<b>Vendor Total</b>		<b>4,918.12</b>		
<b>FYTD for VOYAGER FLEET SYSTEM, INC.</b>		<b>9,385.06</b>		



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<b>VULCAN MATERIALS CO, INC.</b>				
10/11/2010	204672	2,173.42		
			ASPHALTIC MATERIALS	103.85
			ASPHALTIC MATERIALS	457.84
			ASPHALTIC MATERIALS	455.88
			ASPHALTIC MATERIALS	105.91
			ASPHALTIC MATERIALS	105.23
			ASPHALTIC MATERIALS	103.17
			ASPHALTIC MATERIALS	71.66
			ASPHALTIC MATERIALS	104.54
			ASPHALTIC MATERIALS	105.23
			ASPHALTIC MATERIALS	138.79
			ASPHALTIC MATERIALS	70.29
			ASPHALTIC MATERIALS	104.54
			ASPHALTIC MATERIALS	70.29
			ASPHALTIC MATERIALS	70.97
			ASPHALTIC MATERIALS	105.23
10/25/2010	204866	1,458.13		
			ASPHALTIC MATERIALS	139.48
			ASPHALTIC MATERIALS	103.85
			ASPHALTIC MATERIALS	103.85
			ASPHALTIC MATERIALS	70.29
			ASPHALTIC MATERIALS	70.97
			ASPHALTIC MATERIALS	70.97
			ASPHALTIC MATERIALS	104.54
			ASPHALTIC MATERIALS	104.54
			ASPHALTIC MATERIALS	689.64
<b>Vendor Total</b>		<b>3,631.55</b>		
<b>FYTD for VULCAN MATERIALS CO, INC.</b>		<b>10,181.83</b>		
<b>WAGGONER JR., GLENN C.</b>				
10/4/2010	881312	318.73		
			RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WAGGONER JR., GLENN C.</b>		<b>1,274.92</b>		
<b>WAGNER, GARY D.</b>				
10/4/2010	881313	315.59		
			RETIREE MED OCT '10	315.59
<b>Vendor Total</b>		<b>315.59</b>		
<b>FYTD for WAGNER, GARY D.</b>		<b>1,262.36</b>		
<b>WAGY, CARYLON</b>				
10/4/2010	204568	318.73		
			RETIREE MED SEPT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WAGY, CARYLON</b>		<b>1,274.92</b>		



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<b>WASSON, KIRK</b>				
10/18/2010	881375	76.00	INSTRUCTION SVCS-2 DAYS	76.00
<b>Vendor Total</b>		<b>76.00</b>		
<b>FYTD for WASSON, KIRK</b>		<b>76.00</b>		
<b>WASTE MANAGEMENT OF THE INLAND EMPIRE</b>				
10/4/2010	204569	1,244.51	ROLL OFF STG.BIN RENTAL	1,244.51
<b>Vendor Total</b>		<b>1,244.51</b>		
<b>FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE</b>		<b>3,733.53</b>		
<b>WELLS FARGO CORPORATE TRUST</b>				
10/1/2010	1010011	1,117.91	INT ON VARIABLE RATE BOND	1,117.91
<b>Vendor Total</b>		<b>1,117.91</b>		
<b>FYTD for WELLS FARGO CORPORATE TRUST</b>		<b>4,136,713.15</b>		
<b>WEST COAST SCHOOL SPECIALTIES</b>				
10/18/2010	204762	2,755.66	BENCH TABLES-ASES	2,187.12
			FOLDING CHAIRS-ASES	568.54
<b>Vendor Total</b>		<b>2,755.66</b>		
<b>FYTD for WEST COAST SCHOOL SPECIALTIES</b>		<b>2,755.66</b>		
<b>WEST PUBLISHING CORPORATION</b>				
10/18/2010	204763	535.00	AUTO TRACK SVCS	535.00
<b>Vendor Total</b>		<b>535.00</b>		
<b>FYTD for WEST PUBLISHING CORPORATION</b>		<b>1,570.00</b>		
<b>WESTERN MUNICIPAL WATER DISTRICT</b>				
10/25/2010	204867	2,520.05	WATER CHARGES	1,564.60
			WATER CHARGES	899.08
			WATER CHARGES	56.37
<b>Vendor Total</b>		<b>2,520.05</b>		
<b>FYTD for WESTERN MUNICIPAL WATER DISTRICT</b>		<b>13,342.30</b>		
<b>WIELIN, RONALD A.</b>				
10/4/2010	881314	318.73	RETIREE MED OCT '10	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WIELIN, RONALD A.</b>		<b>1,274.92</b>		



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<b>WILLDAN AND ASSOCIATES</b>				
10/11/2010	204673	3,438.39		
			PROF SERVICES-EASTRIDGE	3,438.39
10/18/2010	204764	11,747.54		
			PROF SERVICES-B&S	6,898.65
			PROF SERVICES-B&S	4,848.89
10/25/2010	204868	4,907.05		
			PROF SERVICES-B&S	4,907.05
<b>Vendor Total</b>		<b>20,092.98</b>		
<b>FYTD for WILLDAN AND ASSOCIATES</b>		<b>51,273.22</b>		
<b>WILLDAN FINANCIAL SERVICES</b>				
10/25/2010	204869	990.00		
			PROF SERVICES-CFD #7	990.00
<b>Vendor Total</b>		<b>990.00</b>		
<b>FYTD for WILLDAN FINANCIAL SERVICES</b>		<b>6,845.40</b>		
<b>WILLIAMS, JANE L.</b>				
10/4/2010	204574	128.78		
			RETIREE MED SEPT '10	128.78
<b>Vendor Total</b>		<b>128.78</b>		
<b>FYTD for WILLIAMS, JANE L.</b>		<b>685.60</b>		
<b>WILLIAMS, SOPHIA</b>				
10/4/2010	204570	1.00		
			REFUND-FIELD CANCELLATION	1.00
<b>Vendor Total</b>		<b>1.00</b>		
<b>FYTD for WILLIAMS, SOPHIA</b>		<b>1.00</b>		
<b>WISE, ALICE</b>				
10/11/2010	204674	10.00		
			REFUND-CITATION	10.00
<b>Vendor Total</b>		<b>10.00</b>		
<b>FYTD for WISE, ALICE</b>		<b>10.00</b>		
<b>WRIGHT SEPTIC TANK PUMPING</b>				
10/18/2010	204766	425.00		
			PUMP SEPTIC TANK-CITY YARD	425.00
10/25/2010	204871	562.50		
			SEPTIC TANK PUMPING-YARD	62.50
			SEPTIC TANK PUMPING-YARD	500.00
<b>Vendor Total</b>		<b>987.50</b>		
<b>FYTD for WRIGHT SEPTIC TANK PUMPING</b>		<b>987.50</b>		



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<b>WURM'S JANITORIAL SERVICES, INC.</b>				
10/18/2010	881376	1,450.11		
			JANITORIAL SVCS-ERC	532.81
			JANITORIAL SVCS-GTF	112.82
			JANITORIAL SVCS-RED MAPLE	310.19
			JANITORIAL SVCS-RAINBOW RIDGE	310.19
			JANITORIAL SVCS-S/MEAD ELEM.	184.10
10/25/2010	881401	2,109.69		
			JANITORIAL SVCS-TWNGT SPECIALS	360.00
			JANITORIAL SVCS-C&R SPECIALS	925.00
			JANITORIAL SVCS-SENIOR SPECIAL	260.00
			JANITORIAL SVCS-S/MEAD MIDDLE	152.10
			JANITORIAL SVCS-EOC DEDICATION	412.59
<b>Vendor Total</b>		<b>3,559.80</b>		
<b>FYTD for WURM'S JANITORIAL SERVICES, INC.</b>		<b>83,833.71</b>		
<b>XEROX</b>				
10/4/2010	204571	5,099.47		
			COPIER RNTL/MAINT-ASES	114.49
			COPIER RNTL/MAINT-ASES	4,984.98
10/18/2010	204767	5,373.32		
			COPIER RNTL/MAINT-POLICE	57.00
			COPIER RNTL/MAINT-GRAPHICS	397.79
			COPIER RNTL/MAINT-GRAPHICS	1,489.08
			COPIER RNTL/MAINT-PARKS	359.34
			COPIER RNTL/MAINT-PARKS	779.48
			COPIER RNTL/MAINT-PARKS	505.32
			COPIER RNTL/MAINT-GRAPHICS	106.67
			COPIER RNTL/MAINT-GRAPHICS	1,678.64
<b>Vendor Total</b>		<b>10,472.79</b>		
<b>FYTD for XEROX</b>		<b>24,680.74</b>		
<b>YAMASHITA, JULIA J.</b>				
10/4/2010	881317	309.40		
			RETIREE MED JUL-AUG '10	309.40
<b>Vendor Total</b>		<b>309.40</b>		
<b>FYTD for YAMASHITA, JULIA J.</b>		<b>773.50</b>		
<b>YELMO, FREDDY</b>				
10/25/2010	204872	240.00		
			REFUND-ADMIN CITATION OVERPD	240.00
<b>Vendor Total</b>		<b>240.00</b>		
<b>FYTD for YELMO, FREDDY</b>		<b>240.00</b>		



# City of Moreno Valley

## Check Register

For Period 10/1/2010 through 10/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>YOUNG, DANNY</b>				
10/4/2010	204572	260.00		
			PER DIEM-BURG/THEFT INVSTG TRN	260.00
<b>Vendor Total</b>		<b>260.00</b>		
<b>FYTD for YOUNG, DANNY</b>		<b>260.00</b>		
<b>ZUMAR INDUSTRIES, INC.</b>				
10/4/2010	881318	182.27		
			TRAFFIC SIGNS	117.02
			TRAFFIC SIGNS	65.25
10/25/2010	881402	1,678.12		
			TRAFFIC SIGNS	1,678.12
<b>Vendor Total</b>		<b>1,860.39</b>		
<b>FYTD for ZUMAR INDUSTRIES, INC.</b>		<b>6,932.61</b>		
<b>Subtotal</b>		<b>1,254,024.83</b>		
<b>GRAND TOTAL</b>		<b>12,735,379.73</b>		

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** January 11, 2011

**TITLE:** AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR DRACAEA AVENUE SIDEWALK IMPROVEMENTS BETWEEN MORRISON STREET AND MASCOT LANE  
PROJECT NO. 10-12567129

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

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. in the form attached hereto.
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.
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.

### **BACKGROUND**

In April 2009, the City submitted three grant applications for the Safe Routes to School (SR2S) Program to obtain funds for improving walking routes and enhancing safety for students traveling to and from several local schools. In January 2010, the City was awarded a grant of up to \$210,000 to install missing sidewalk on the north side of

Dracaea Avenue, between Morrison Street and Mascot Lane, near Mountain View Middle School and Valley View High School.

On March 23, 2010, the City Council accepted the grant award and approved the Program Supplement Agreement with the State necessary to start the project design phase. The design was completed in September 2010, and the project was advertised for bids on October 10, 2010.

The Planning Division of the Community Development Department determined on September 9, 2010, that this project qualifies for a Class I Categorical Exemption as defined in both Section 15301C of the California Environmental Quality Act (CEQA) and Section 4.6B of the City's Rules and Procedures for implementation of CEQA.

**DISCUSSION**

The project proposes to install approximately 840 feet of sidewalk, curb and gutter, and pavement on the north side of Dracaea Avenue between Morrison Street and Mascot Lane. The project will enhance safety for students walking to and from Mountain View Middle School and Valley View High School. The improvements will be funded with SR2S grant (up to 82% of project costs) and Measure A (Fund 125).

Formal Bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 10:00 a.m., November 18, 2010, for the subject project. Sixteen (16) bids were received as follows:

1. Mamco, Inc.....	\$119,119.19
2. Lee & Stires, Inc.....	\$138,639.80
3. Elite Companies US .....	\$139,998.00
4. Hillcrest Contracting .....	\$150,009.00
5. LSC Construction .....	\$153,495.00
6. B&T Works, Inc. ....	\$159,864.00
7. TSR Construction & Inspection .....	\$163,300.00
8. West Coast Structure, Inc. ....	\$172,803.19
9. All American Asphalt .....	\$175,000.00
10. Hardy & Harper, Inc.....	\$177,000.00
11. Sean Malek Engineering & Construction.....	\$178,800.00
12. NPG Corporation.....	\$179,444.00
13. Black Rock Construction .....	\$193,773.00
14. CT&T, Inc. ....	\$200,000.00
15. AToM, Inc.....	\$206,745.00
16. Saeico, Inc. ....	\$247,150.00
Engineer's Estimate .....	\$186,580.00

Staff has reviewed the lowest bid received by Mamco, Inc. and finds it to be the lowest responsible bidder. Mamco, Inc. possesses a valid California Contractor License in

good standing and has provided a bid bond as its required bid security. No outstanding problems were identified through review of the references submitted by Mamco, Inc.

**ALTERNATIVES**

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, authorize the City Manager to execute a contract with Mamco, Inc. in the form attached hereto, 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 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. *This alternative will allow for much needed improvements.*
  
2. Do not 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, do not authorize the City Manager to execute a contract with Mamco, Inc. in the form attached hereto, do not 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 do not 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. *This alternative will delay the completion of much needed improvements.*

**FISCAL IMPACT**

The Construction phase of this project is included in the Fiscal Year 2010/2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125) and up to 82% of the project costs will be reimbursed from the SR2S grant. There is no impact to the General Fund.

**AVAILABLE FUNDS:**

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

**ESTIMATED CONSTRUCTION RELATED COSTS:**

Construction (includes 25% contingency) .....	\$149,000.00
Construction Surveying Costs .....	\$12,000.00
Construction Geotechnical Costs .....	\$10,000.00

Project Administration and Inspection Services* .....	<u>\$20,000.00</u>
Total Estimated Construction Related Costs .....	\$191,000.00

\*City staff will provide Project Administration and Inspection Services

**ANTICIPATED PROJECT SCHEDULE:**

Notice of Award .....	January 11, 2011
Start Construction.....	February 2011
Complete Construction.....	May 2011

**CITY COUNCIL GOALS**

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

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

**ATTACHMENTS**

- Attachment “A” – Location Map
- Attachment “B” – Agreement with Mamco, Inc.

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

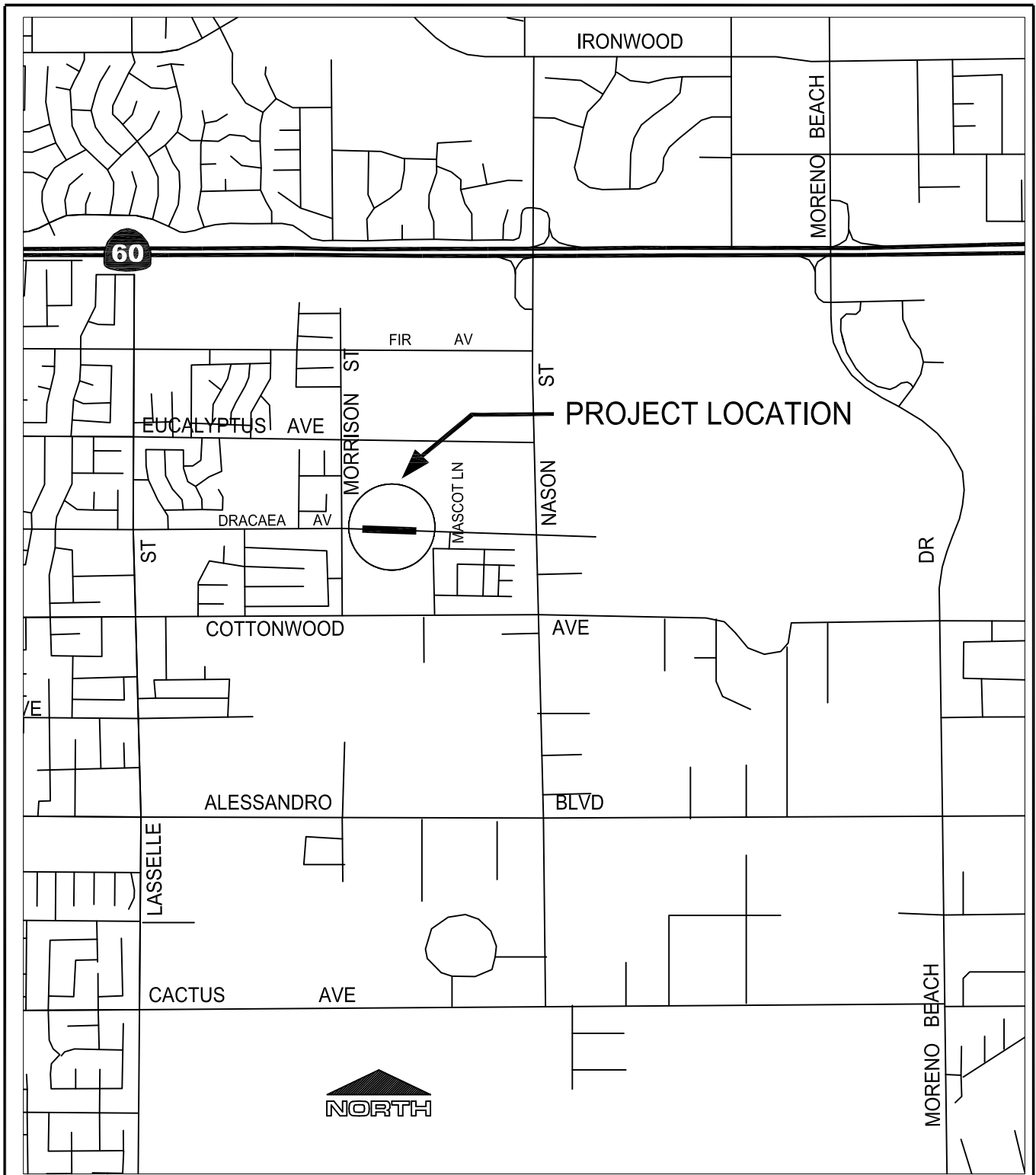
Department Head Approval:  
 Chris A. Vogt, P.E.  
 Public Works Director/City Engineer

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

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

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PROJECT LOCATION



**SIDEWALK IMPROVEMENTS PROJECT**

Public Works Department  
Capital Projects Division

**DRACAEA AVENUE**  
BETWEEN MORRISON ST. AND MASCOT LN.  
PROJECT NO. 10-12567129

**LOCATION MAP**

**ATTACHMENT "A"**

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**AGREEMENT**

**PROJECT NO. 10-12567129**  
**SR2SL-5441(047)**

**DRACAEA AVENUE SIDEWALK IMPROVEMENTS**  
**Between Morrison Street and Mascot Lane**

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Mamco, Inc.** hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. The written Agreement includes all of the following:
  - a. Any and all Contract Change Orders issued after execution of this Agreement
  - b. Addenda Nos. \_\_\_\_\_ inclusive, issued prior to the opening of the Bids
  - c. The bound Bid Documents
  - d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
  - e. The project Plans
  - f. The Standard Plans
  - g. The Standard Specifications
  - h. Reference Specifications, all of which are essential parts of this Agreement
  - i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Bid Item(s) in the sum total amount of **\$ 119,119.19**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Contract within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **Forty-Five (45) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

**ATTACHMENT "B"**

**AGREEMENT**  
**PROJECT NO. 10-12567129**

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

It is, therefore, agreed that such damages shall be presumed to be in the amount of **\$250.00** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

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

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

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

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

**AGREEMENT  
PROJECT NO. 10-12567129**

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

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

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

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

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

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

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

**AGREEMENT**  
**PROJECT NO. 10-12567129**

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its

**AGREEMENT  
PROJECT NO. 10-12567129**

rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Contract.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

**(SIGNATURE PAGE FOLLOWS)**

**AGREEMENT  
PROJECT NO. 10-12567129**

CITY OF MORENO VALLEY,  
Municipal Corporation

MAMCO, INC.

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

License No./  
Classification: \_\_\_\_\_

DATE: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

<u>INTERNAL USE ONLY</u>	
APPROVED AS TO LEGAL FORM:	
_____	
City Attorney	
_____	
Date	
RECOMMENDED FOR APPROVAL:	
_____	
Department Head (if contract exceeds \$15,000)	
_____	
Date	

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_  
Date

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_  
Date

**SIGNING INSTRUCTION TO THE CONTRACTOR:**

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

**General Partners must sign on behalf of the partnership.**

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

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CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

Additional Information

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Other \_\_\_\_\_

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

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

**PROJECT NO. 10-12567129  
SR2SL-5441(047)**

**DRACAEA AVENUE SIDEWALK IMPROVEMENTS  
Between Morrison Street and Mascot Lane**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Mamco, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 10-12567129**, is hereby referred to and made a part hereof; and

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

NOW THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

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

**(SIGNATURE PAGE FOLLOWS)**



**FAITHFUL PERFORMANCE BOND  
PROJECT NO. 10-12567129**

**BOND NO.** \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_\_.

**CONTRACTOR (Principal)**

**SURETY**

Contractor Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attorney-in-Fact

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved as to Form this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
City Attorney  
City of Moreno Valley

**NOTE:**

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal maybe affixed hereto.

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Securely attach this document to the signed document.

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

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

**PROJECT NO. 10-12567129  
SR2SL-5441(047)**

**DRACAEA AVENUE SIDEWALK IMPROVEMENTS  
Between Morrison Street and Mascot Lane**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Mamco, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 10-12567129**, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

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

**(SIGNATURE PAGE FOLLOWS)**

**LABOR AND MATERIALS PAYMENT BOND  
PROJECT NO. 10-12567129**

**BOND NO.** \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_\_.

**CONTRACTOR (Principal)**

**SURETY**

Contractor Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attorney-in-Fact

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved as to Form this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
City Attorney  
City of Moreno Valley

**NOTE:**

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal maybe affixed hereto

W:\CapProj\CapProj\PROJECTS\Quang- 10-12567129 - Dracaea Avenue Sidewalk Improvemnts (SR2S)\Specifications\2 Agreement - Dracaea Sidewalk 10-10.DOC

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS BOND SIGNATURE PAGE

(Title or description of attached document)

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- Securely attach this document to the signed document.

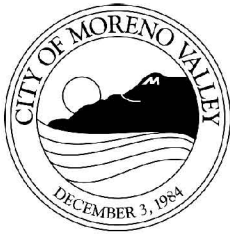
CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>WDB</i>

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** January 11, 2011

**TITLE:** AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR SR-60/NASON INTERCHANGE IMPROVEMENTS PROJECT -- PROJECT NO. 98-25897

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

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 in the form attached hereto.
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.
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.

## **BACKGROUND**

The overall purpose of the SR-60/Nason Street Interchange Improvements Project is to improve the SR-60/Nason Street interchange ramps through reconstruction and realignment, while providing a design that accommodates future bridge improvements. The work of this project consists of reconstruction of the ramps, the addition of auxiliary lanes on SR-60 at the eastbound on-ramp and the westbound off-ramp, installation of traffic signals at the intersections of Nason Street/westbound ramps/Elder Avenue and Nason Street/eastbound ramps, installation of ramp meter signals on the eastbound on-ramp and on the westbound on-ramp, widening of Nason Street between the eastbound ramps and Fir Avenue, a new sidewalk on the west side of Nason Street, and minor utility adjustments.

This project is within the State of California's (Caltrans) jurisdiction and, therefore, is subject to Caltrans procedures and approvals. The project received Categorical Exemption/Categorical Exclusion (CE/CE) clearance by Caltrans and the Federal Highway Administration (FHWA). On January 13, 2010, Caltrans certified that all right-of-way had been obtained.

On August 24, 2010, the City Council awarded a contract to TCM Group for construction management and inspection services.

On February 24, 2009, the City entered into a Construction Cooperative Agreement that established the City's and Caltrans' responsibilities during the construction phase, including authorization for the City to advertise, award, and administer the project construction. On February 23, 2010, the City Council authorized the City Manager and Public Works Director to approve future amendments to the Agreement in order to respond quickly to new funding resources that might become available. At the request of Riverside County Transportation Commission (RCTC), the Construction Cooperative Agreement was amended on September 13, 2010, to reflect additional federal funds, in the event the funds were able to be approved for the project.

On February 25, 2010, Caltrans approved the project plans. On September 20, 2010, Caltrans and FHWA approved the federal funding package, consisting of full federal funding for project construction. The September 20, 2010 approval also authorized the City to advertise and construct the project.



**DISCUSSION**

The City successfully applied for Surface Transportation Program – Local (STPL) funds and Transportation Efficiency Act of the 21<sup>st</sup> Century (TEA 21) Demonstration funds for the construction phase for the SR-60/Nason project. In August 2010, the Riverside County Transportation Commission (RCTC) made additional federal funds available to eligible County projects. The SR-60/Nason project met the eligibility criteria. The project was submitted to Caltrans and FHWA, requesting federal funds for the remaining amount of construction along with federal funds to fully cover the local match. The City Council is requested to appropriate the additional funds.

Toll credits are earned when local and state funds are used to construct toll facilities. The federal government credits states for their investment in these projects by allowing the use of toll credits to offset other transportation expenditures. Credits earned may be applied toward the non-federal matching share of programs authorized by Title 23, U.S.C. Caltrans has authorized the use of toll credits in-lieu of non-federal match for this project, resulting in 100% reimbursement of construction costs. The required City matches of 11.47 percent for STPL Funds and 20 percent for Federal Demonstration Funds, respectively, have been replaced by toll credits.

Formal bidding procedures were followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m. on December 6, 2010. Seven (7) bids were received as follows:

**Bidder**

1.	<b>All American Asphalt – Corona</b> .....	<b>\$ 7,717,507.50</b>
2.	Sukut Construction Inc. – Santa Ana .....	\$ 7,948,684.00
3.	Griffith Company Inc. – Santa Fe Springs.....	\$ 7,957,733.50
4.	Ortiz Enterprises Inc. – Irvine .....	\$ 8,147,497.30
5.	Security Paving Co. – Sun Valley.....	\$ 9,045,753.00
6.	Riverside Construction Co. – Riverside.....	\$ 9,124,543.50
7.	Granite Construction Co. – Murrieta.....	\$11,845,056.00

Engineer’s Estimate ..... \$13,025,321.75

All bids received were reviewed for completeness, accuracy and conformance with bidding instructions. During bid analysis, three bidders made calculation errors. As a result, the total bid amounts reflected above include the adjustments made, in accordance with the Bid Documents as stipulated in the Bidders Proposal instructions. The adjustments did not change the determination of the lowest bidder. All American Asphalt possesses a valid California Contractors license in good standing and provided a bid bond as its required bid security. No material issues were identified through a review of the references submitted by All American Asphalt with its bid. Staff finds All American Asphalt to be the lowest responsive and responsible bidder.

Federal funds require the establishment of project goals for use of Disadvantaged Business Enterprises (DBE). The contractor has met the minimum project goals for Disadvantaged Business Enterprise (DBE) participation to be eligible for award.

The contract duration is two hundred forty (240) working days, or approximately one year. The project staging requires intermittent full closures of (1) Nason Street and (2) Elder Avenue, in the vicinity of the project area. The project specifications limit the closures to overnight and short duration closures. The Public Works Department is requesting intermittent full road closures of Nason Street between Elder Avenue and Fir Avenue, and Elder Avenue between Nason Street and Wolverine Circle, as necessary, to facilitate construction for the duration of construction anticipated to start on February 1, 2011 and be completed by February 1, 2012. The request for the road closures is due to major improvement work including, but not limited to, raising the grade of Nason Street and the ramps, realigning the Nason/ramp intersections, and related improvements. Authorization is also requested for the City Engineer to extend the road closure for 60 days beyond the anticipated completion date of February 1, 2012 due to unforeseen delays.

The project also specifies short-term closures of up to ten days for on- and off-ramps, as well as the Nason Street driveway to the Stoneridge Towne Centre. The closures have been coordinated with Caltrans and with Stoneridge. The Contractor will notify, and provide safe ingress and egress to, all potentially affected motorists, businesses, law enforcement, the Fire Department, the school district, and other interests, as required by the project's specifications and Traffic Management Plan. The closures and detour plans/traffic control plans have been included in the approved project plans and specifications.

## **ALTERNATIVES**

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]), 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, authorize the City Manager to execute a construction contract with All-American Asphalt in the form attached hereto, 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, 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, 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 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. *This alternative will allow much needed improvements.*

2. Do not 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]), do not 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, do not authorize the City Manager to execute a construction contract with All-American Asphalt in the form attached hereto, do not 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, do not 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, do not 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 do not 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. *This alternative will delay the completion of needed improvements.*

### **FISCAL IMPACT**

The project is included in the Fiscal Year 2010-2011 Capital Improvement Program. Because no City match is required, 100% of the project cost is reimbursable from federal funds. There is no impact to the General Fund.

#### **FY 2010/2011 BUDGET FOR CONSTRUCTION (INCLUDING ADDITIONAL APPROPRIATION)**

Federal Demonstration Funds (125.66929).....	\$ 3,377,000
Demonstration Funds Toll Credits (125.NEW) .....	\$ 844,000
STPL Funds (125.67029).....	\$ 9,453,000
STPL Toll Credits (125.NEW) .....	\$ 1,225,000
Total Available Funds.....	\$14,899,000

**FY 2010/2011 ESTIMATED CONSTRUCTION COSTS**

Construction Contract plus 20% Contingency .....	\$ 9,261,000
Agency and Material Expenses .....	\$ 500,000
Construction Management & Inspection Services .....	\$ 1,415,000
Construction Support Services (Geotechnical & Survey) .....	\$ 317,000
Administrative Costs (Staff & Miscellaneous)* .....	\$ 300,000
<b>Total Estimated Costs .....</b>	<b>\$11,793,000</b>

*\*Includes City project administration, printing, and other miscellaneous costs.*

**ANTICIPATED PROJECT SCHEDULE:**

Interchange Construction Start Date .....	February 2011
Interchange Construction End Date .....	February 2012

**CITY COUNCIL GOALS**

**REVENUE DIVERSIFICATION AND PRESERVATION:**

Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

The SR-60/Nason Street Interchange Improvements Project goal is to improve the interchange through reconstruction and realignment. The project construction is 100% funded by federal sources (STPL Funds, Demonstration Funds, and Toll Credits). The City Council is requested to appropriate the additional funds, approve the award of the construction contract to All-American Asphalt, and authorize the necessary road closures.

**NOTIFICATION**

The Contractor will notify potentially affected businesses, as well as law enforcement, the Fire Department, Waste Management of the Inland Empire, the postal service, the school district, and other interests, as required by the project specifications, the City, and Caltrans. Construction notification signs on SR-60 and streets within the project vicinity will be installed for the duration of the project.

**ATTACHMENTS**

Attachment “A” – Location Map

Attachment “B” – Agreement with All-American Asphalt

Prepared By:  
Margery A. Lazarus  
Senior Engineer, P.E.

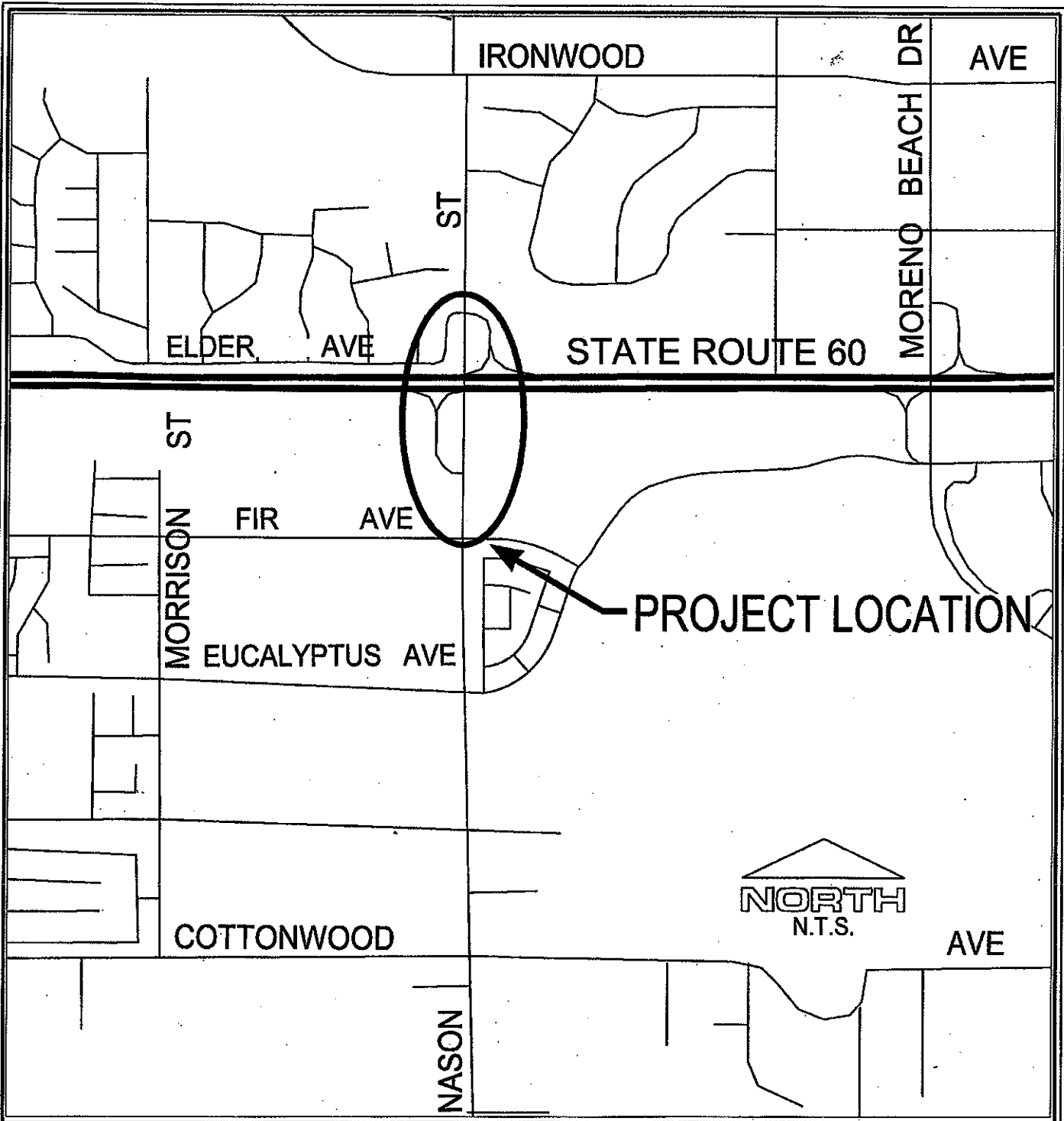
Department Head Approval  
Chris A. Vogt, P.E.  
Public Works Director/City Engineer

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

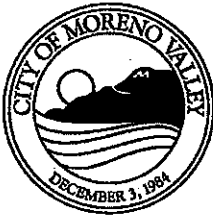
Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Marge - 98-25897 Route 60-Nason Interchange\CC Reports\Construction Award Staff Reports - Jan 2011\Staff Report - Award Construction Contract (CC 01-11-11)REV5.doc

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# NASON STREET



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

STATE ROUTE 60 & NASON STREET  
Project No. 98-25897  
INTERCHANGE IMPROVEMENTS

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## AGREEMENT

**CITY PROJECT NO. 98-25897  
FEDERAL-AID PROJECT NO. HP21STPL-0027(012)**

**SR-60 NASON STREET INTERCHANGE IMPROVEMENTS  
from 2.8 km East of Perris Boulevard  
to 0.4 km West of Moreno Beach Drive and  
from Fir Avenue to Elder Avenue**

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and All American Asphalt, hereinafter called the "Contractor".

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. The written Agreement includes all of the following:
  - a. Any and all Contract Change Orders issued after execution of this Agreement
  - b. Addenda Nos. 1, 2, 3, 4 and 5, inclusive, issued prior to the opening of the Bids
  - c. The bound Bid Documents
  - d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
  - e. The project Plans
  - f. The Standard Plans
  - g. The Standard Specifications
  - h. Reference Specifications, all of which are essential parts of this Agreement
  - i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work that is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Contract documents for this project, the Contract documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the Bid Items awarded by the City, to wit, the Bid Item(s) in the sum total amount of **\$7,717,507.50**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Contract within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to

Attachment "B"

completion, within **two hundred forty (240) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

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

It is, therefore, agreed that such damages shall be presumed to be in the amount of **\$8,300.00** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Change Order(s). The Contractor will not be assessed liquidated damages for delay occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities. The City reduces the liquidated damages to \$600 per day if all the work, except plant establishment work, is complete and 1020 working days have expired.

6. The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD), California Department of Transportation (Caltrans), Federal Highway Administration (FHWA), the County of Riverside and Riverside County Flood Control and Water Conservation District (RCFC&WCD), and shall furnish the City with a certificate of insurance evidencing a liability insurance policy(ies) which shall provide coverage for owned and non-owned automobiles; manufacturers and contractors liability; broad form property damage in any case where the Contractor has any property belonging to the City or State in his or her care, custody or control; owners and contractors protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following provisions:

Solely as respects to work done by or on behalf of the named insured for the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD), California Department of Transportation (Caltrans), Federal Highway Administration (FHWA), the County of Riverside and Riverside County Flood Control and Water Conservation District (RCFC&WCD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District (CSD), California Department of Transportation (Caltrans), Federal Highway Administration (FHWA), the County of Riverside and Riverside County Flood Control and Water Conservation District (RCFC&WCD), its officers, employees and agents; under any third party liability policy.

It is further agreed that the other insurance provisions of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance 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.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of 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 Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

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

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

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

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

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

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

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Workers' Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code. State Standard Specification Amendment Section 3-1.03 does not apply.

8. All work performed by the Contractor under this Agreement shall fully meet the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the higher of the prevailing rates of per diem wages established by the California Department of Industrial Relations or by the Secretary of Labor Pursuant to the Provisions of the Davis-Bacon and related acts. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies" and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works", the Davis-Bacon Act (40 U.S.C. 276a to a-7), Contract Work Hours and Safety Standards Act (40U.S.C. 327-333), Fair Labor Standards Act (29 U.S.C. et seq) and related acts, all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days, after the Contract is awarded, that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form that is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD), RCFC&WCD, the California Department of Transportation (Caltrans), the Federal Highway Administration (FHWA), and the County of Riverside, its officers, agents, and employees harmless from any and all liability, claims, damages, or injuries to any person, including injury to the Contractor's employees, and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor, its officers, agents, employees, subcontractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District, RCFC&WCD, the California Department of Transportation (Caltrans), the Federal Highway Administration (FHWA ) and the County of Riverside, its officers, agents or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do, for themselves, their heirs, executors, administrators, successors and assigns, agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover, in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorney's fees incurred in any post judgment proceedings to enforce any judgments in connection with this agreement. This provision is separate and several and shall survive the merger of this provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which required every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

16. The effective date of this Agreement shall be the date of award by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors; State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

**(SIGNATURE PAGE FOLLOWS)**

CITY OF MORENO VALLEY,  
Municipal Corporation

All American Asphalt

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

License No./  
Classification: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

DATE: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

<b><u>INTERNAL USE ONLY</u></b>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head <i>(if contract exceeds \$15,000)</i>
_____ Date

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_  
Date

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_  
Date

**SIGNING INSTRUCTION TO THE CONTRACTOR:**

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

**General Partners must sign on behalf of the partnership.**

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

#### AGREEMENT SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

Additional Information

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

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

**CITY PROJECT NO. 98-25897  
FEDERAL-AID PROJECT NO. HP21STPL-0027(012)**

**SR-60 NASON STREET INTERCHANGE IMPROVEMENTS  
from 2.8 km East of Perris Boulevard  
to 0.4 km West of Moreno Beach Drive and  
from Fir Avenue to Elder Avenue**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to All American Asphalt, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 98-25897**, is hereby referred to and made a part hereof; and

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

NOW THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

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

**(SIGNATURE PAGE FOLLOWS)**



**FAITHFUL PERFORMANCE BOND  
PROJECT NO. 98-25897**

**BOND NO.** \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

**ALL AMERICAN ASPHALT (Principal)**

**SURETY**

Contractor Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attorney-in-Fact

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved as to Form this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
City Attorney  
City of Moreno Valley

**NOTE:**

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal maybe affixed hereto.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS BOND SIGNATURE PAGE  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)  
 Attorney-in-Fact  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

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

**CITY PROJECT NO. 98-25897  
FEDERAL-AID PROJECT NO. HP21STPL-0027(012)**

**SR-60 NASON STREET INTERCHANGE IMPROVEMENTS  
from 2.8 km East of Perris Boulevard  
to 0.4 km West of Moreno Beach Drive and  
from Fir Avenue to Elder Avenue**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded All American Asphalt, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 98-25897**, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

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

**(SIGNATURE PAGE FOLLOWS)**

**LABOR AND MATERIALS PAYMENT BOND  
PROJECT NO. 98-25897**

**BOND NO.** \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_\_.

**ALL AMERICAN ASPHALT (Principal)**

**SURETY**

Contractor Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attorney-in-Fact

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved as to Form this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
City Attorney  
City of Moreno Valley

**NOTE:**

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal maybe affixed hereto

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

#### LABOR AND MATERIALS BOND SIGNATURE PAGE

(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)  
 Attorney-in-Fact  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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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

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

**AGENDA DATE:** January 11, 2011

**TITLE:** AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT GEOTECHNICAL SERVICES FOR THE SR-60/NASON INTERCHANGE IMPROVEMENTS PROJECT -- PROJECT NO. 98-25897

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

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 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, in the form attached hereto.
3. Authorize the issuance of Purchase Orders totaling \$171,561 to RMA when the contract has been signed by all parties.

### **BACKGROUND**

The overall purpose of the SR-60/Nason Street Interchange Improvements Project is to improve the SR-60/Nason Street interchange ramps through reconstruction and realignment, while providing a design that accommodates future bridge improvements. This project is within the State of California's jurisdiction (Caltrans) and, therefore, is subject to Caltrans procedures and approvals.

On February 24, 2009, the City entered into a Construction Cooperative Agreement that established the City's and Caltrans' responsibilities during the construction phase,

including authorization for the City to advertise, award, and administer the project construction.

The project plans were approved by Caltrans on February 25, 2010. On September 20, 2010, Caltrans and FHWA approved the federal funding package, consisting of full federal funding for project construction. The September 20, 2010 approval also authorized the City to advertise and construct the project. It is anticipated that the City Council will appropriate the additional project funds and award the construction contract at its January 11, 2011 meeting.

The project was advertised. Bids were opened on December 6, 2010. Construction is expected to start mid-February 2011.

### **DISCUSSION**

The Construction Cooperative Agreement with Caltrans requires that the City meet Caltrans material testing requirements on the project. The project's federal funds also require the City to advertise for proposals when the services are expected to exceed \$100,000. The City issued a Request for Proposal (RFP) to provide geotechnical and materials testing services based on the construction plans, specifications, and Caltrans methods. On November 18, 2010, staff received twelve (12) proposals. A selection team of staff reviewed the proposals and ranked them in order, based on firm experience and qualifications, experience of key personnel on projects within Caltrans right-of-way, and project approach.

Staff has completed negotiations with the top-ranked geotechnical firm and is recommending awarding a professional services agreement for construction-related geotechnical and materials testing services to RMA. Services performed will be on an as-needed basis and consist of geotechnical testing and sampling performed under the direction of a licensed Geotechnical Engineer, use of a nuclear gauge for compaction tests, and Caltrans certified laboratory testing with results in 48 hours. Purchase Orders totaling \$171,561 will be issued for this agreement.

Federal funds require the establishment of project goals for use of Disadvantaged Business Enterprises (DBE). The consultant has met the minimum project goals for Disadvantaged Business Enterprise (DBE) participation to be eligible for award.

The City successfully applied for Surface Transportation Program – Local (STPL) funds and Transportation Efficiency Act of the 21<sup>st</sup> Century (TEA 21) Demonstration funds for the construction phase for the SR-60/Nason project. In August 2010, the Riverside County Transportation Commission (RCTC) made additional federal funds available to eligible County projects. The SR-60/Nason project met the eligibility criteria. The project was submitted to Caltrans and FHWA, requesting federal funds for the remaining amount of construction along with federal funds to fully cover the local match.



Toll credits are earned when local and state funds are used to construct toll facilities. The federal government credits states for their investment in these projects by allowing the use of toll credits to offset other transportation expenditures. Credits earned may be applied toward the non-federal matching share of programs authorized by Title 23, U.S.C. Caltrans has authorized the use of toll credits in-lieu of non-federal match for this project, resulting in 100% reimbursement of construction costs. The required City matches of 11.47 percent for STPL Funds and 20 percent for Federal Demonstration Funds, respectively, have been replaced by toll credits.

**ALTERNATIVES**

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 materials testing services during construction of the SR-60/Nason Street Interchange Improvements Project for a total agreement amount not to exceed \$171,561, authorize the City Manager to execute said “Agreement for Professional Consultant Services” with RMA, in the form attached hereto, and authorize the issuance of Purchase Orders totaling \$171,561 to RMA when the contract has been signed by all parties. *This alternative will allow for the completion of much needed improvements.*
  
2. Do not authorize the “Agreement for Professional Consultant Services” with RMA Group (RMA), 12130 Santa Margarita Court, Rancho Cucamonga, CA 91730 to provide professional geotechnical and materials testing services during construction of the SR-60/Nason Street Interchange Improvements Project for a total agreement amount not to exceed \$171,561, do not authorize the City Manager to execute said “Agreement for Professional Consultant Services” with RMA, in the form attached hereto, and do not authorize the issuance of Purchase Orders totaling \$171,561 to RMA when the contract has been signed by all parties. *This alternative will delay the completion of much needed improvements.*

**FISCAL IMPACT**

The project is included in the Fiscal Year 2010-2011 Capital Improvement Program. Because no City match is required, 100% of the project cost is reimbursable from federal funds. There is no impact to the General Fund.

**FY 2010/2011 BUDGET FOR CONSTRUCTION (INCLUDING ADDITIONAL APPROPRIATION)**

Federal Demonstration Funds (125.66929).....	\$ 3,377,000
Demonstration Funds Toll Credits (125.NEW) .....	\$ 844,000
STPL Funds (125.67029).....	\$ 9,453,000
STPL Toll Credits (125.NEW) .....	<u>\$ 1,225,000</u>
Total Available Funds.....	\$14,899,000

**FY 2010/2011 ESTIMATED CONSTRUCTION COSTS**

Construction Contract plus 20% Contingency .....	\$ 9,261,000
Agency and Material Expenses .....	\$ 500,000
Construction Management & Inspection Services .....	\$ 1,415,000
Construction Support Services (Geotechnical).....	\$ 172,000
Construction Support Services (Survey) .....	\$ 145,000
Administrative Costs (Staff & Miscellaneous)* .....	\$ 300,000
<b>Total Estimated Costs .....</b>	<b>\$11,793,000</b>

*\*Includes City project administration, printing, and other miscellaneous costs.*

**ANTICIPATED PROJECT SCHEDULE:**

Interchange Construction Start Date .....	February 2011
Interchange Construction End Date .....	February 2012

**CITY COUNCIL GOALS**

**REVENUE DIVERSIFICATION AND PRESERVATION:**

Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

The construction of improvements for this project requires the services of a professional geotechnical and materials testing firm and laboratory. Staff has identified RMA as the best-qualified firm to provide those services for this project. The City Council is requested to approve the Agreement with RMA in the amount of \$171,561, authorize the City Manager to execute the Agreement, and authorize the issuance of Purchase Orders to RMA.

**ATTACHMENTS**

Attachment “A” – Agreement for Professional Consultant Services with RMA Group

Prepared By:  
 Margery A. Lazarus  
 Senior Engineer, P.E.

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

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

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

W:\CapProj\CapProj\PROJECTS\Marge - 98-25897 Route 60-Nason Interchange\CC Reports\Construction Award Staff Reports - Jan 2011\Staff Report - Award Geotechnical Agreement (CC 01-11-11)REV2.doc

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**AGREEMENT FOR DESIGN PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 98-25897**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and RMA Group, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

**RECITALS**

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

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

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

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

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

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

Attachment "A"

**AGREEMENT FOR DESIGN PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 98-25897**

**DESCRIPTION OF PROJECT**

1. The Project is described as professional consultant Material Testing and Geotechnical services for:

**SR-60/Nason Street Interchange Improvements**

**Project No. 98-25897**

**Federal Project No. HP21STPL-0027(012)**

**SCOPE OF SERVICES**

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on 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 \$X171,560.62 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

**TERM OF AGREEMENT**

5. This agreement will terminate on **December 31, 2012** unless the termination date is extended by an amendment to the agreement.

**AGREEMENT FOR DESIGN PROFESSIONAL  
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PROJECT NO. 98-25897**

**TIME FOR PERFORMANCE**

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 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.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10 (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.

**AGREEMENT FOR DESIGN PROFESSIONAL  
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PROJECT NO. 98-25897**

**SPECIAL PROVISIONS**

11. 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.

12. 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.

13. 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 subconsultant employed by the other party.

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

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands,



**AGREEMENT FOR DESIGN PROFESSIONAL  
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damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct 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 negligence or willful misconduct of the City, RDA and CDS, 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.

16. (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.

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(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

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

	<u>General Liability</u>
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

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

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the

**AGREEMENT FOR DESIGN PROFESSIONAL  
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minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

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

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their 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.

**AGREEMENT FOR DESIGN PROFESSIONAL  
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(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

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

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance 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

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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.

17. 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 legally employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

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

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, immediately upon request in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

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The City reserves the right to ask for a hard copy and/or an electronic copy of the documents developed to date at any time during the period of this agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(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 projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without cause on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. 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.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, in both hard

**AGREEMENT FOR DESIGN PROFESSIONAL  
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copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(d) The City agrees to hold the Consultant harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) 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.

21. 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

**AGREEMENT FOR DESIGN PROFESSIONAL  
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Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. 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.

24. 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.



**AGREEMENT FOR DESIGN PROFESSIONAL  
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25. 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.

26. 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.

27. Subject to the provisions of Section 19 (a) above, all plans, drawings, specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon demand by the City, be delivered to and become the property of the City for the limited use as set out above, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. 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

RMA Group

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head (if contract exceeds \$15,000)
_____ Date

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

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

\_\_\_\_\_  
Date

- Attachments: Exhibit "A" – City's Request for Proposal  
Exhibit "B" – Consultant's Proposal  
Exhibit "C" – City's Responsibility  
Exhibit "D" – Terms of Payment

**REQUEST FOR PROPOSAL  
FOR PROFESSIONAL CONSULTANT SERVICES  
SR-60 / NASON STREET INTERCHANGE IMPROVEMENTS  
EA 323001  
PROJECT NO. 98-25897**

**I. INVITATION**

You are hereby invited to submit a Proposal for Professional Consultant Construction **Material Testing and Geotechnical Services** associated with the SR-60 / NASON STREET INTERCHANGE IMPROVEMENTS as shown on the Plans and Specifications.

Five (5) copies (one of the copies will be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk) of your Proposal shall be submitted no later than **1:00 p.m., November 18, 2010** addressed to Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Margery Lazarus, P.E., Senior Engineer.

**II. PROJECT DESCRIPTION**

The project site is located at the State Route (SR) 60 Interchange and Nason Street in the City of Moreno Valley, CA. The work of this project generally includes reconstruction and realignment of all four Nason Street/SR-60 freeway ramps with auxiliary lanes at the eastbound on-ramp and the westbound off-ramp, installation of signalization at the ramp/Nason Street intersections, widening of Nason Street between the eastbound ramps and Fir Avenue, and new sidewalk/bikeway on the west side of Nason Street. The work lies within and in the vicinity of State of California (Caltrans) and City of Moreno Valley rights of way. The work includes Asphalt Concrete (AC) paving, concrete retaining walls, tree removal, roadway excavation, rock excavation, imported borrow, drainage pipes and minor concrete structures, concrete curb and gutter, rock slope protection, traffic control, signing, striping, traffic and ramp meter signals, traffic signal interconnect, planting, irrigation, erosion control, utility coordination, and related work.

**III. PROJECT BUDGET**

The City of Moreno Valley will fund the construction with Federal (STPL, TEA21 and Toll Credits) and Local Funds.

**IV. SCOPE OF ENGINEERING SERVICES**

The City intends to select one firm through this RFP process. The selected Consultant will be required to have personnel available for assignment to this project who have successfully provided professional services as it relates to all activities of public works field and laboratory construction materials testing, geotechnical and soils inspection services of the contractor's work and office support services. The Consultant selected shall provide material testing and geotechnical inspection services with personnel trained and experienced in the geotechnical inspection, field and laboratory materials testing of public works improvements, and particularly the types of construction and materials utilized for this project. The minimum experience required includes five (5) years of geotechnical inspection and materials testing on increasingly complex public works and Caltrans projects. The Consultant firm selected

must also provide all equipment and supplies necessary to perform the services assigned and support services necessary to complete the scope of work. It is expected that the Consultant selected to fulfill this contract will be able to provide qualified personnel on an on-demand basis with 24-hour notice for geotechnical inspection, sampling and testing for the duration of the construction project, and as needed for preconstruction activities and as necessary to closeout the project.

In general, the Consultant geotechnical personnel shall have the necessary training, knowledge and experience related to the materials, methods, and workmanship for the specific construction work to be performed for this project. Additionally the Consultant geotechnical personnel must be familiar with the safe practices required when working around all types of construction equipment which will be utilized on this project including equipment for roadway construction, storm drain construction (including trench shoring and safety), and grading. The Consultant geotechnical personnel shall be familiar with the industry standards of practice for the execution of quality public works construction projects and shall be able to understand and interpret public works construction plans and specifications; Caltrans Standard Plans and Specifications; City codes, ordinances and standards; Eastern Municipal Water District (EMWD) standards; Riverside County Flood Control and Water Conservation District (RCFCD) standards; and California Occupational Safety and Health Administration (OSHA) Construction Safety Orders. The Consultant geotechnical personnel shall be able to interact professionally with contractors, engineers, surveyors, property owners, business owners, and the public at large; coordinate with other City personnel, Caltrans personnel and consultants; promote quality customer service and a professional image of the City; and respond promptly and courteously to requests. The Consultant geotechnical personnel shall be able to follow verbal and written instructions and communicate clearly and concisely, both orally and in writing.

The Consultant geotechnical personnel must be under the responsible charge of a person registered by the California State Board of Registration for Professional Engineers and Land Surveyors as a Geotechnical Engineer and as a Civil Engineer.

Please be reminded that the Consultant is required to have a current City business license if the firm is awarded the work.

The Consultant shall perform public works geotechnical inspection and materials testing services for this project to include, but not be limited to, the following:

- Expertise in geotechnical matters related to storm drain and roadway construction and grading, and knowledge of the local area soils and geology, City's past practices and generally accepted industry standards for work associated with this type of project.
- Safe and proper use of Nuclear Gauge for compaction testing.
- Proper procedures and protocols for field sampling and testing of graded earth materials, backfill materials, sub-grade, base, AC and PCC.
- Ability to provide field test results immediately to the City's Project Inspector and Engineer, and laboratory test results within 48-hours, unless test procedures and protocols require longer.
- Review of contractor material submittals, sample/test frequency protocols and criteria for acceptable results and provision of materials and compaction reports.

**Office Activities:**

1. Review and thoroughly understand all contract documents, including construction drawings, specifications, and referenced testing methods and protocols.
2. Review and thoroughly understand geotechnical and soils reports, materials testing lab reports, contractor submitted mix reports, and other like documentation.
3. Review and thoroughly understand project schedules and related sampling, testing, and submittal requirements (field sampling and testing, compliance certificates, materials samples, etc.) from the contractor for conformance to the plans and specifications.
4. Participate in pre-construction meetings, field meetings, construction progress meetings, final walk-through meetings, as-built plan completion meetings, equal opportunity meetings, and other administrative meetings as necessary.
5. Monitor and report on the Contractor's extra work as it relates to geotechnical sampling, testing and reporting, field and laboratory materials testing.
6. Assist in the negotiation of change orders as they relate to geotechnical sampling, testing, and reporting, as requested by the City.
7. Review all unknown, unforeseen, and changed conditions that occur, and all disputed work claims from the Contractor as it relates to geotechnical responsibilities and field testing, and recommend a course of action to the Engineer.
8. Prepare and maintain all geotechnical files, daily inspection records, including site photographs, project status reports, and all geotechnical inspection and testing records as they relate to earthwork materials testing and compaction testing.
9. Prepare and maintain records of geotechnical work requested and completed, geotechnical related computer files, daily geotechnical field work (when on-site), geotechnical inspections, samples and test records, field and laboratory test results, and all geotechnical related records and files.
10. Provide labor compliance reports and certified payroll of the Consultant's field work.

**Field Activities:**

1. Coordinate with the Contractor, City personnel, and other consultants on the job site as needed.
2. Coordinate ongoing geotechnical field and laboratory testing, as required, including reviewing and monitoring the Contractor's requests for re-testing.
3. Conduct on-demand field geotechnical inspections for quality of materials and installation and workmanship, including quality, placement, and compaction of earthen materials, for conformance to plans and specifications pursuant to all applicable City codes, ordinances, and directives.
4. Keep daily (when on-site) geotechnical field notes and take photographs of the field sampling and geotechnical inspection work, including photographic evidence of non-complying materials or work. A daily report identifying work done by the geotechnical technician, including photographs, shall be submitted to the Project Inspector by the next business day for review and filing.
5. During the course of field work, if the Consultant geotechnical personnel observe an unsafe situation, he/she shall immediately advise the Contractor's nearest available personnel and notify the City's Inspector and the Engineer.

**General:**

1. Participate with the City in meetings with contractors, public utility agencies, and other government agency representatives as requested.

**SUBMITTAL SCHEDULE**

Pre-Proposal Conference .....November 10, 2010  
City of Moreno Valley Training Room, 10:30am – 11:30am.  
Proposal Due..... 1:00 p.m., November 18, 2010  
Selection (Tentative).....Week of November 22nd, 2010  
Notice to Proceed (Tentative).....Month of January 2010

**V. CONSULTANT'S PROPOSAL AND COMPENSATION**

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix shall list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on

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each task listed, included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number of hours of Material Testing & Geotechnical work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. Construction support services Consultants are not required to provide a Project Schedule with milestones.

- G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
- A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change the sub-consultant without written permission from the City.**
- H. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
- I. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- J. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- K. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal.** All extra work will require prior approval from the City. The City requests the consultant to provide in the proposal the number of hours on the job; in addition to the cost proposal.
- L. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- M. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- N. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

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- O. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- P. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- Q. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.
- R. The Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain Disadvantaged Business Enterprise (DBE) participation on this contract will assist the City in meeting its overall DBE Annual Anticipated DBE Participation Level (AADPL) for the race-neutral program and race conscious program. The City has established an AADPL of 7.0% (1.7% Race Neutral; 5.3% Race Conscious) for the Federal Fiscal Year 2009/2010 beginning on October 1, 2009 and ending on September 30, 2010.

DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Consultant shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race-Neutral Program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race-Neutral Program utilizes measures that can assist a wide variety of small businesses including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces). Race-neutral DBE participation includes any time a DBE obtains a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal or even if there is a DBE goal, wins a subcontract from a prime Consultant that did not consider its DBE status in making the award.



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A race conscious program is focused specifically on assisting only Underutilized Disadvantaged Business Enterprises (UDBE). UDBEs are limited to those DBE's that are owned and controlled by African Americans, Asian Pacific Americans, Native Americans, and women.

Good faith efforts are required to meet the UDBE contract goals. In order to show good-faith-effort in obtaining a DBE Consultant or sub-consultant, the following criteria have been established:

1. The Consultant can meet the goal, documenting commitments for participation by UDBE firms sufficient to meet the goal.
2. Even if the Consultant does not meet the goal, the Consultant can document adequate good faith efforts. The Consultant must show that they took all necessary reasonable steps to achieve a UDBE goal.
3. A good-faith-effort by the prime Consultant in trying to secure participation by UDBE's prior to award of this contract shall be documented and the documentation shall be submitted in writing. The following types of actions will be considered a part of the Consultants good faith efforts to obtain UDBE participation.
  - a. Soliciting through all reasonable and available means (e.g., attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified UDBEs who have the capability to perform the work of the contract. The Consultant must solicit this interest within sufficient time to allow the UDBEs to respond to the solicitation. The Consultant must determine with certainty if the UDBEs are interested by taking appropriate steps to follow-up initial solicitations.
  - b. Selecting portions of the work to be performed by UDBEs in order to increase the likelihood that the UDBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate UDBE participation, even when the prime Consultant might otherwise prefer to perform these work items with their own forces.
  - c. Providing interested UDBEs with adequate information about the requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - d. Negotiating in good faith with interested UDBEs. It is the Consultants responsibility to make a portion of the work available to UDBE sub-consultants, and to select those portions of the work consistent with the available UDBE sub-consultants, so as to facilitate UDBE participation. Evidence of such negotiation includes: names, addresses, telephone numbers of UDBEs that were considered; a description of the information provided regarding the work selected for sub-consulting, and evidence as to why agreements could not be reached for UDBEs to perform the work.

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- e. Not rejecting UDBEs as being unqualified without reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations or associations, and political or social affiliations are not legitimate causes for the rejection or non-solicitation of proposals in the Consultant's efforts to meet the project goal.
- f. Making efforts to assist interested UDBEs in obtaining bonding, lines of credit or insurance as required by the recipient Consultant.
- g. Making efforts to assist interested UDBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
- h. Effectively using the services of available minority or women community organizations, minority or women consulting groups, local, state and federal minority or women business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of UDBEs.

**S. Complete the attached forms:**

- 1. Disclosure of Lobbying Activities (Form LLL)
- 2. List of subconsultants.
- 3. Proposer's List of Subconsultants (DBE and Non-DBE) – Parts I and II.
- 4. Exhibit 10-O1 - Local Agency Proposer UDBE Commitment.
- 5. Exhibit 10-O2 - Local Agency Proposer DBE Information.

**VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES**

- A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.
- B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

**VII. FEDERAL EMPLOYEE BENEFIT**

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms with the Proposal.

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**VIII. PAYMENT TO CONSULTANT**

- A. This work is to be performed for a "Not-to-Exceed Fixed Fee."
- B. The Consultant shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks, submitted in a separate sealed envelope with cost proposal.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.
- D. The City will pay the Consultant for work completed as identified in the Payment Schedule.
- E. Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.
- F. Sub-categorization of tasks is permitted to better define the task for payment.
- G. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."
- H. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- I. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- J. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- K. Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant's proposal.

**IX. INSURANCE**

- A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.
- B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

<u>GENERAL LIABILITY</u>		
Bodily Injury	\$1,000,000	per occurrence
Property Damage	\$ 500,000	per occurrence

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

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- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- E. A 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, its 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 Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

- F. 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.
- G. 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 coverage's 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 Agency, 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 amount established.
- H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City Project Manager. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

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**X. INDEMNIFICATION**

- A. The Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), Riverside County Flood Control and Water Conservation District (RCFC & WCD), 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 sole negligence or willful misconduct of the Consultant, its officers, agents, or employees (PCC 20103.6).**

**XI. TERMINATION FOR CONVENIENCE OF THE CITY**

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

**XII. INDEPENDENT CONTRACTOR**

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Construction Materials Testing & Geotechnical Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

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**XIII. CONTRACT**

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

**XIV. GENERAL CONDITIONS**

- A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

- B. The Consultant is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.
- C. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- D. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

**XV. SELECTION CRITERIA**

The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

- A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.
- B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.

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- C. Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget.

**XVI. Other Requirements**

The following requirements are mandatory:

- A. The Agreement is subject to pre-award audit by Caltrans, which is estimated to take a minimum of thirty (30) calendar days from the time Caltrans receives the pre-award audit submittal. After the pre-award audit recommendations are received, the Consultant's Proposal shall be adjusted by the Contract Manager to conform to the audit recommendations. The Consultant agrees that any audit recommendations regarding the contract amount, the Consultant's Proposal, or individual items of cost may be incorporated into the contract at the State's sole discretion. Refusal by the Consultant to incorporate the audit recommendations will be considered a breach of contract terms and cause for termination of the contract or rejection for consideration of contract.
- B. The Consultant shall provide its complete name and address, including whether the Consultant is an individual, a partnership, or a corporation. The Consultant shall list the location of the office where the Consultant's work will be available for inspection by local agency and State representatives.
- C. This work is to be performed for a "Not-to-Exceed Fixed Fee." This method of payment is similar to the Cost per Unit Work, which is defined in Chapter 10 of the Caltrans Local Assistance and Procedures Manual, as follows: The Consultant is paid based on the work performed.
- D. The Consultant shall commence services upon written direction to proceed from the City. No charges are to be incurred prior to the Notice to Proceed.
- E. 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 City, State, and the Federal Highway Administration 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 City, State, and the Federal Highway Administration. Such records shall be maintained by the Consultant for three (3) years following receipt of final payment.
- F. Cost Principles - Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 and Uniform Administrative Requirements, Title 49 CFR, Part 18 are incorporated herein by reference. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the City.

**REQUEST FOR PROPOSAL FOR  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 98-25897**

- G. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Consultant shall complete and return LAPM Exhibit 10-F, "Certification of Consultant, Commissions, and Fees," to City, prior to starting work.
- H. Subcontractors, Assignment and Transfer - Consultant services are considered to be a personal relationship between the City and the Consultant; therefore, subcontracting, assignment, or transfer of any of the work except as otherwise provided for in the executed agreement is expressly prohibited. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.
- I. The responsible Consultant shall sign all plans, specifications, estimates, and engineering data furnished by Consultant and where appropriate, indicate his/her registration number.

W:\CapProj\CapProj\PROJECTS\Marge - 98-25897 Route 60-Nason Interchange\Construction\Consultants\Consultant - Materials Testing\GEO RFP\_Federal\_DBE\_RN RC- rev 11-02-10.doc





## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee if the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB NO. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(Federal Fiscal Year \_\_\_\_\_ to \_\_\_\_\_)

I, hereby certify on behalf  
(Name and title of Grantee official)

of The City of Moreno Valley, that  
(Name of Grantee)

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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

Executed this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

By:

\_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

## LIST OF SUBCONSULTANTS

PROJECT NAME: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

CONSULTANT NAME: \_\_\_\_\_

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information.

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

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original – Local Agency File

**PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II**

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		IF YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		IF YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		IF YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		IF YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		IF YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original – Local Agency File



**INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT  
(CONSULTANT CONTRACTS)**

**ALL PROPOSERS:**

**PLEASE NOTE:** It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-01 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

**For the Successful Proposer only, local agencies** should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.



EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

LOCAL AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

TOTAL CONTRACT AMOUNT (\$): \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT. NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE

<p><b>For Local Agency to Complete:</b></p> <p>Local Agency Contract Number: _____</p> <p>Federal-Aid Project Number: _____</p> <p>Federal Share: _____</p> <p>Contact Award: _____</p> <p>Local Agency certifies that the DBE certifications have been verified and all information is complete and accurate.</p> <p>_____</p> <p>Print Name _____ Signature _____ Date _____</p> <p>Local Agency Representative</p> <p>(Area Code) Telephone Number: _____</p>	<p>Total Claimed DBE Participation \$ _____ %</p> <hr/> <p>Signature of Proposer _____</p> <p>Date _____ (Area Code) Tel. No. _____</p> <hr/> <p>Person to Contact _____ (Please Type or Print)</p> <hr/> <p>Local Agency Proposer DBE Information (Consultant Contracts) (Rev 6/27/09)</p>
<p><b>For Caltrans Review:</b></p> <p>_____</p> <p>Print Name _____ Signature _____ Date _____</p> <p>Caltrans District Local Assistance Engineer</p>	

**Distribution:** (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.  
(2) Original - Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION  
(CONSULTANT CONTRACTS)**

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

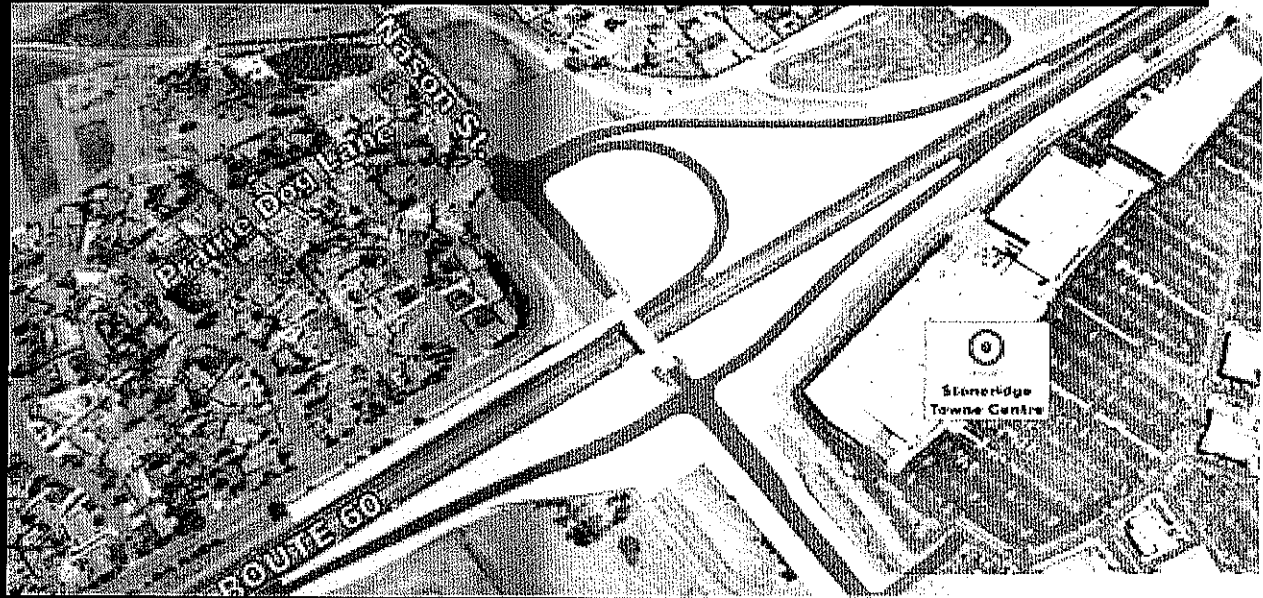
The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-02 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.



City of Moreno Valley  
 Planning and Development Department  
 1000 E. Main Street, Suite 200  
 Moreno Valley, CA 92553  
 (951) 937-1000  
 www.morenovalley.org

SR-60/Narson Street  
 Interchange Improvements  
 Project No. 98-25897

For the  
**City of Moreno Valley**



EXHIBIT "B"



November 18, 2010

Ms. Liliana Alvarado  
City of Moreno Valley, Department of Public Works  
Capital Projects Division  
14177 Frederick Street  
Moreno Valley, Ca 92552

Dear Ms. Alvarado:

In order to implement the SR-60 at Nason Street Interchange Improvements project successfully and efficiently, the City of Moreno Valley (City) will need to rely on a consultant who has extensive materials testing and geotechnical experience, the personnel and laboratory resources to respond quickly and efficiently to various on-call requests, offers unique cost-saving and time-saving project management solutions, and shares the City's commitment to excellence. It will be particularly important for the consultant must have considerable Caltrans experience, specifically including Caltrans oversight interchange projects to ensure familiarity with their regulations, procedures, and protocols. This proposal demonstrates why RMA Group is that consultant!

RMA Group has provided services for thousands of highway projects throughout California, including 12 interchange projects very similar to this one. We understand the issues that are critical to our public agency clients working with Caltrans oversight and have developed proactive solutions and tools to respond quickly to requests for services and facilitate performing our services efficiently and accurately. Our real-time budget validation process ensures that costs are closely controlled to provide the most construction value for our clients' dollar.

RMA Group maintains the most comprehensive laboratory resources available in California. We own and operate four central facilities in Rancho Cucamonga, Van Nuys, Sacramento, and Livermore, as well as six satellite lab facilities including one in Corona, and five fully self-sufficient mobile laboratories. The combined laboratory resources available at RMA Group ensure that your projects will receive accurate test results within hours rather than days. Our mobile laboratories provide reliable on site test results without delay due to sample delivery to on off-site laboratory location. All of our laboratory facilities are certified and recognized as a soils and physical materials testing agency by Caltrans, Army Corps of Engineers, AASHTO, and the Division of State Architect.

RMA Group has teamed with CTI to provide 7-10% of materials testing and geotechnical services for this contract. CTI is a certified DBE and UDBE consultant. Their information has been presented throughout the proposal and specifically, in Section 8 of this submittal.

Ed Lyon, PE|GE will serve as Principal-in-Charge and Slawek Dymerski, PE|GE, will serve as Project Manager and the City's primary point of contact. Ed and Slawek are highly proficient in working on municipal project with Caltrans oversight. In fact, RMA Group has undergone monthly audits by Caltrans on similar projects and passed every audit successfully. We follow all applicable specifications such as Caltrans Standard Specifications, Caltrans Construction Manual, the Local Assistance Procedures Manual and City Specifications. In addition to these quality control measures, all technicians have annual proficiency reviews which are documented in-house. Technicians undergo written and performance evaluations with Caltrans IAST annually as part of the State Certification Process.

The team proposed for this project has worked together for over a decade on many of the Inland Empire's high profile highway projects, including the new SR-210 and the 60/91/215 interchange. We are confident that our client references will attest to our experience as well as our commitment to superior quality of service. We look forward to partnering with you to achieve success on your upcoming projects.

Sincerely,

Ed Lyon, PE|GE  
President/Principal-in-Charge

Section 1 | Required Statements

Section 2 | Additions/Exceptions to RFP

Section 3 | Qualifications  
    Staff  
    Projects

Section 4 | Resource Allocation Matrix

Section 5 | Subconsultants

Section 6 | Forms

Fee Information (Submitted under separate cover per RFP)  
Hourly Rate Schedule  
Itemized Cost Breakdown

## Section 1 Required Statements

- 1 of 20

A. The RFP shall be incorporated in its entirety a part of our proposal.

B. The RFP and our proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.

C. Our services, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in our proposal under the heading "Additions or Exceptions to the City's Request for Proposal."

H. All charges for services are a "Not-to-Exceed Fee" which include conservatively estimated reimbursable expenses as submitted with and made a part of said proposal.

I. RMA Group will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

J. RMA Group will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

L. RMA Group will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

M. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

N. RMA Group shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

Q. RMA Group shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision: and State of California prevailing wage rates, respectively.

P. RMA Group shall comply with the Copeland anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Q. RMA Group offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall

be made and become effective at the time the City tender final payment to RMA Group, without further acknowledgment by the parties.

## Section 2 Additions or Exceptions to the City's RFP

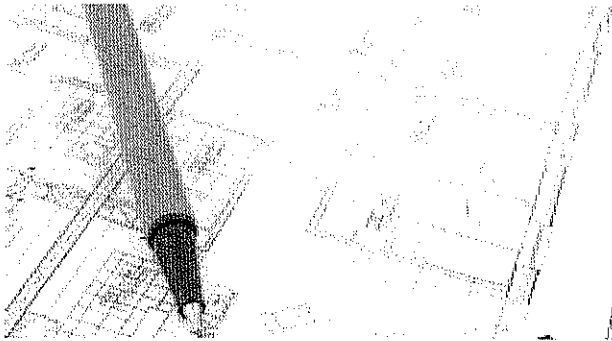
RMA Group does not have any additions or exceptions to the City's request for proposal upon which this proposal is contingent or shall take precedent over this RFP.

- 2 of 20

Firm Profile

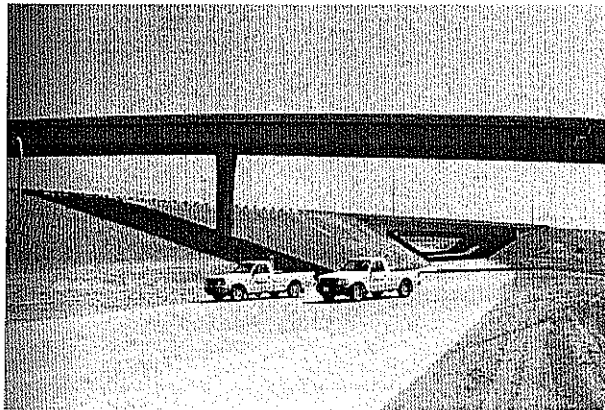
RMA Group is a client-centered geotechnical engineering consulting firm with office and laboratory facilities located in Rancho Cucamonga, Van Nuys, Livermore, San Jose, and Rancho Cordova, California. The firm was established in 1962 and specializes in providing geotechnical engineering, pavement engineering, materials testing, special inspection services, and storm water management.

Our firm has positioned itself for ongoing strength by offering a diversified set of professional services in traditionally stable marketplaces. RMA Group's primary strengths lie in the performance of geotechnical engineering designs and subsequent testing and inspection for public agencies, special districts, health care institutions, educational facility districts, transportation agencies, private developers, general contractors, and those investing in the built environment. As a result, RMA Group has developed longstanding positive relationships with the agencies and firms with which we interact, establishing clear lines of communication and complete team integration. We act as an extension of our clients' staff, and we are fully invested in the successful outcome of their projects. Our clients trust us to act in their best interest by providing the level of quality they can depend on, while keeping their costs and schedules to a minimum and beating their schedules.



Our staff consists of registered geotechnical engineers and certified engineering geologists that provide our firm with comprehensive geotechnical design capabilities. RMA Group's geotechnical and geologic design services include preliminary geotechnical investigations, foundation studies, fault investigations, liquefaction analysis, Phase 1 Environmental site assessments, and geotechnical and geologic review of grading and foundation plans.

Our inspectors and technicians are highly qualified to perform all the services anticipated to be part of this contract. They are experienced, cross-trained, and hold multiple certifications (including NICET, ICBO, ACI, Caltrans, OSHPD, and DSA) to inspect the diverse elements of construction projects simultaneously. This allows us to provide inspection services for projects in a highly efficient manner reducing the overall cost of inspection and testing programs.



Construction Material Testing and Geotechnical Services  
 SR-60 at Nason Street Interchange Improvements Project No. 98-25897  
 November 18, 2010





Laboratory Information

RMA Group maintains the most comprehensive laboratory resources available in California. We own and operate four central facilities in Rancho Cucamonga, Van Nuys, Sacramento, and San Jose, as well as six satellite facilities, and five fully self-sufficient mobile laboratories. The combined laboratory resources available at RMA Group ensure that your projects will receive accurate test results within hours rather than days.

Accurate Test Results

You Can Count On ...

In Hours !!! Not Days

With over 7,500 sf. of laboratory space, RMA Group houses one of the largest construction materials testing laboratory in California. Our laboratory has a sample receiving area consisting of 1,500 sf. and a sample storage area of 2,500 sf. It is equipped with a moist curing room, a fume hood, compressed air, de-ionized water, and other general utilities required for a certified facility. Our moist curing room is a 800 square-foot walk-in storage facility with controlled temperature and relative humidity. The atmosphere in the moist curing room is maintained at a temperature of 73.4° ±3°F and a relative humidity of not less than 95%.

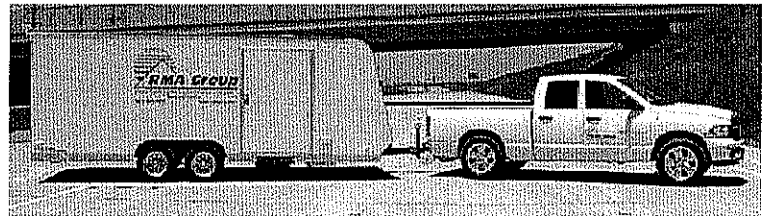


Our laboratories are fully equipped to perform all concrete testing, masonry testing, aggregate testing, bituminous pavement testing, structural and reinforcing steel testing, fireproofing testing, non-destructive testing for structural steel welding as well as soil testing including tests for all of the geotechnical engineering applications and R-Value testing.

RMA Group also operates CALTRANS-certified satellite lab facilities throughout California located in:

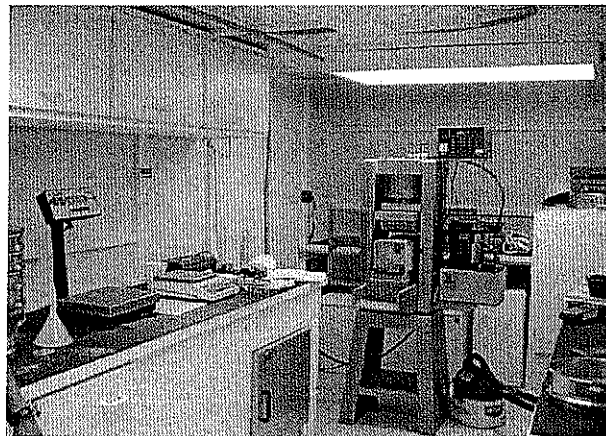
- Grapevine, CA
- San Jose, CA
- Corona, CA
- Orange, CA
- Irvine, CA
- Irwindale, CA
- Perris, CA

In addition to our permanent and satellite laboratory facilities, RMA Group owns five fully self-sufficient and customizable mobile laboratories. These mobile labs are available to be mobilized to a jobsite in hours and arrive at the project site CALTRANS-certified and ready to perform testing within minutes. They are fully self sufficient with internal power and water and are capable of being moved to various locations throughout the duration of a project to maximize their efficiency.



All of our laboratories comply with the requirements for laboratory facilities detailed in ASTM E-329 and are inspected bi-annually by the Cement and Concrete Reference Laboratory and AASHTO Materials Reference Laboratory of the National Bureau of Standards. RMA Group continually participates in the reference sample programs offered by the Cement and Concrete Reference Laboratory, the AASHTO Materials Reference Laboratory, and Caltrans. Our testing laboratory is certified and recognized as a soils and physical materials testing agency by the following agencies:

- Caltrans
- Army Corps of Engineers
- AASHTO Materials Reference Laboratory AMRL
- Cement and Concrete Reference Laboratory CCRL
- Department of the Navy
- Federal Aviation Administration (FAA)
- Department of State Architecture (DSA)



Construction Material Testing and Geotechnical Services  
 SR-60 at Nason Street Interchange Improvements Project No. 98-25897  
 November 18, 2010



Services

**Geotechnical Engineering**

- Geologic Hazards Studies
- Geotechnical Investigations
- Percolation Studies
- Seismicity Studies
- Site Liquefaction Studies
- Slope Stability Analyses
- Grading Observation and Testing
- Geologic Mapping
- Structural Backfill Tests
- Foundation Excavations
- Cast in Drilled Hole Pile Foundations
- Ground Modification



**Materials Testing Laboratory**

- Concrete Mix Design Reviews
- Aggregate Quality Tests
- Asphalt Concrete Quality Tests
- Asphalt Concrete Mix Design
- Portland Cement Quality Tests
- Portland Cement Mix Designs
- Masonry Units Quality & Conformance Tests
- Reinforcing Steel Quality Tests
- Structural Steel Quality Tests
- Reinforcing Steel Splice and Coupler Tests
- Welder Qualification Tests
- Geotechnical and Soils Tests

**Pavement Engineering**

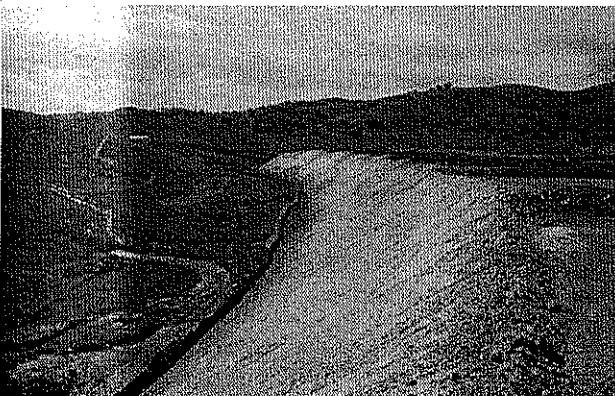
- Evaluation of Existing Road and Highway Pavements
- Determine Nature|Strength of Existing Structural Sections
- Pavement Condition Index (PCI) Evaluations
- Maintenance|Pavement Management Services
- Deteriorated Pavement Rehabilitation Recommendations
- New Construction Design Recommendations
- Rehabilitation|New Construction Techniques
- Rapid Set Concrete Pavement Testing

**Construction Inspection**

- Reinforced Concrete Inspection
- Reinforcement Welding Inspection
- Batch Plant Inspections
- Reinforced Masonry Inspection
- Structural Steel Erection & Welding
- Structural Steel Shop Fabrication
- Structural Steel Fire Proofing Inspection
- Roofing and Waterproofing Inspections
- Anchor and Bolt Tension Testing
- Ultrasonic Non-Destructive Testing of Welds
- Magnetic Particle Testing of Welds

**Environmental Engineering**

- Phase I and II Assessments
- Hazard Assessments
- Litigation Support
- Removal Action Work Plans
- Underground Storage Tank Investigation and Removal
- Remediation
- Regulatory Compliance
- Lead and Asbestos Testing
- Soil and Groundwater Sampling
- Methane History Studies and Investigations



**Stormwater Management**

- Storm Water Management Plans (SWMP)
- Stormwater Drainage Studies
- Developing Stormwater Design Manuals
- Designing Individual Stormwater Practices
- Rain Event Action Plan
- Active Treatment Systems
- Sediment Risk
- Receiving Water Risk
- Training for Site Personnel
- BMP Recommendations
- Observation of BMP Installation
- Water Sampling and Testing (Ph, Turbidity, Etc.)
- Effluent Monitoring
- Annual Compliance Certification Report
- Linear Utility Projects

Construction Material Testing and Geotechnical Services  
 SR-60 at Nason Street Interchange Improvements Project No. 98-25897  
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## Section 3 Qualifications

- 6 of 20

### Staff

Slawek Dymerski, PE|GE, will be assigned to the project as the Project Manager. Slawek is registered Civil Engineer and Geotechnical Engineer with over 15 years of experience with geotechnical, materials testing and inspection projects. He has worked on over 500 transportation projects ranging from geotechnical pavement design to materials testing and inspection varying in capacity from materials technician to project manager. He has extensive knowledge of and experience with Caltrans and Greenbook guidelines and specifications.

Slawek will be the primary point of contact for City and will be responsible for coordination and oversight of all aspects of our services including geotechnical consultation as well as materials testing and inspection. He will be responsible for staff assignments and maintaining project controls for budget, schedule, and document control. Slawek will work closely with City personnel to coordinate staffing and testing needs. He will also oversee the implementation of RMA Group's internal Quality Control procedures and will be available at all times to City staff.

### Personnel List

Name	Title	Registration	Education	Years Experience
Ed Lyon President/CEO	Principal-in-Charge	PE 49969 GE 2362	BS, Civil Engineering	23
Slawek Dymerski Vice President, Engineering Services	Principal Design Engineer	PE 63389 GE 2764	BS, Civil Engineering	15
<b>Field Services</b>				
Brian Platt	Field Services Coordinator	Caltrans TL-0111 Certificate of Proficiency Radiation Safety and Nuclear Gauge Operation ACI Laboratory Technician - Grade II ACI Field Technician - Grade I Radiation Safety Officer ASNT - Non-Destructive Testing, II, Magnetic Particle Testing		10
Chris Trull	Field Technician/Inspector	Caltrans TL-0111 Certificate of Proficiency Radiation Safety and Nuclear Gauge		9
Rick Brantely	Field Technician/Inspector	California State Contractors Licenses: C-60 Welding # 419681, California Heliarc Systems C-60 Welding # 493380, American Welding, Consulting & Inspection American Welding Society: Certified Welding Inspector # 82120751		40
Jennifer Moore	Field Technician/Inspector	Caltrans TL-0111 Certificate of Proficiency ACI Field Technician - Grade I ICC Inspector: Reinforced Concrete		19
Jerry Leyba	Field Technician/Inspector	Caltrans TL-0111 Certificate of Proficiency Radiation Safety and Nuclear Gauge ACI Field Technician Grade 1 ICC Inspector Reinforced Concrete		8

**Ed Lyon, PE|GE**  
 RMA Group President/CEO,  
 Principal-in-Charge

Education  
 BS Civil Engineering  
 Colorado School of Mines,  
 Golden, CO

Professional Registrations  
 PE 49969 (CA)  
 GE 2362 (CA)

Professional Affiliations  
 American Society of Civil Engineers  
 Asphalt Paving Association  
 California Geotechnical  
 Engineers Association

Ed has extensive hands-on knowledge managing high profile roadway and highway projects throughout California and in particular Southern California. His transportation experience includes work involving the design of new pavements and the evaluation of existing pavements as well as the implementation of materials testing and construction inspection programs throughout California. Ed also has specialized experience working with lime treated bases| subgrades and pavement recycling to rehabilitate pavements.

Related Projects

- La Sierra Avenue Interchange, City of Riverside, CA
- State Route 210, Segments 9 through 11 & the Interstate 10 East Projects, San Bernardino County, CA
- SR-30, Segments 5 and 7, Rancho Cucamonga & Fontana, CA
- Caltrans District 8 On-Call Materials Testing, San Bernardino County, CA
- I-405 Sepulveda Pass

**Slawek Dymerski, PE|GE**  
 Vice President of Engineering Services  
 Project Manager

Education  
 California State Polytechnic  
 University, Pomona  
 BS, Civil Engineering -  
 Suma Cum Laude

Professional Certifications  
 PE 63389 (CA)  
 GE 2764 (CA)

Caltrans MR-0111 Certified  
 CPN/Troxler Nuc. Gauge Certified

Professional Affiliations  
 American Society of Civil Engineers  
 (ASCE)

National Society of Professional  
 Engineers

Golden Key National Honor Society  
 Chi Epsilon

Slawek Dymerski has more than 15 years of experience in the materials testing and inspection field. He has managed a wide range of projects involving materials tests on soils, aggregates, Portland cement concrete, asphalt concrete, masonry, and steel by Caltrans, ASTM, and AASHTO test methods. Slawek is currently Vice President in charge of engineering services at RMA Group and oversees the technical aspects of our field and laboratory operations. He has extensive experience working on transportation infrastructure projects ranging from city streets and highways to major airport and freeway mega-projects.

Slawek has been involved in all aspects of field and laboratory testing and inspection. He has worked on pavement evaluation, design, construction inspection and testing, geotechnical exploration and design projects. Slawek has worked on hundreds of projects performing duties related of project management, ranging from proposal preparation, field and laboratory testing supervision, engineering calculations and report preparation, and presenting related recommendations. He has been involved in all aspects of Quality Control and Quality Assurance inspection and testing on construction projects implemented by Caltrans and under Caltrans oversight.

Related Projects

- La Sierra Avenue Interchange, City of Riverside, CA
- Caltrans District 8 On-Call Materials Testing, San Bernardino County, CA
- State Route 210, Segments 9 through 11 & The Interstate 10 East Projects, San Bernardino County, CA
- SR-30, Segments 5 and 7, Rancho Cucamonga & Fontana, CA
- I-10 Widening, Redlands
- 60|91|215 Interchange
- I-405 Sepulveda Pass

Construction Material Testing and Geotechnical Services  
 SR-60 at Nason Street Interchange Improvements Project No. 98-25897  
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### Brian Platt

Field Services Coordinator

Professional Certifications  
 CT 105, 125, 201, 202, 216, 217, 226, 231,  
 308, 370, 375, 382, 504, 518, 523, 533, 539,  
 540 & 557  
 Caltrans TL-0111 Certificate of Proficiency  
 Radiation Safety and Nuclear Gauge  
 Operation  
 ACI Laboratory Technician - Grade II  
 ACI Field Technician-Grade I  
 Radiation Safety Officer  
 ASNT - Non-Destructive Testing, II,  
 Magnetic Particle Testing

Brian Platt has more than 10 years of experience performing field inspection and testing duties on public works, highway and freeway construction projects, performing field and laboratory inspector and technician duties. He is a Senior Engineering Technician who has excellent communication and organizational skills and knowledge of civil engineering principles as applied to highway construction. Brian has extensive experience on roadway projects and working with Caltrans procedures and performing quality assurance/quality control on these projects. He is trained in Caltrans test procedures and is familiar with methods, materials, tools and equipment utilized in highway construction. Brian is qualified to perform inspection of all phases of highway construction including earthwork operations, concrete, LCB and asphalt construction, bridge and abutment construction, MSE wall construction, culvert construction, pile driving, and forming and placement of reinforcing steel for concrete pours. Brian's involvement on projects such as the Rt 210, Rt 125, I-215/15 Interchange, I-215/60/91, and I-10 have provided him with extensive knowledge of Caltrans testing methods and utilization of the Caltrans Construction Manual, Standard specifications and Standard Plans.

#### Related Projects

- SR 210, Segments 9-11
- State Route 215/60/91 Interchange, Washington Group International, San Bernardino, California
- I-10 Santa Monica Ramp Replacement, Rapid Strength, Santa Monica, California
- Alameda Corridor Grade Separation
- Inland Empire Utilities Agency, San Bernardino County, CA, Various On-Call Projects

### Chris Trull

Senior Field Technician

Professional Certifications  
 CT 105, 125, 201, 202, 216, 217, 226, 227,  
 231, 504, 518, 523, 524, 526, 533, 539, 540,  
 557  
 Caltrans TL-0111 Certificate of Proficiency  
 Radiation Safety and Nuclear Gauge  
 Operation

Chris Trull has 9 years of experience in construction materials testing and inspection. His experience includes testing of materials on public works construction projects utilizing Caltrans and ASTM test methods. Chris has hands-on experience as a lead inspector/technician working on active highways that require experience and knowledge of OSHA and CALTRANS safety standards. He is an expert at conducting field materials testing and determining the number and types of tests required in accordance with the Caltrans Construction Manual and determining the relevant specifications for each test based on the project plans, and special provisions. He also has in-depth knowledge of standard tools and equipment utilized in construction and in the sampling and testing of construction materials as well as knowledge of mathematics and the methods used for computation of construction item quantities. Chris has excellent communication skills and is a meticulous record keeper well versed in the preparation of documents and reports. He worked closely with state and local agencies on each of the major highway construction projects he has been assigned to over the last 9 years.

#### Related Projects

Interstate 10 East Projects (Under State Route 210, Segments 9 through 11 & The Interstate 10 East Projects), San Bernardino County, CA  
 Route 55, 405, Orange County  
 Route 91, Corona, Riverside County  
 Routes 215, 60, 91, Riverside, Riverside County  
 La Sierra Avenue Interchange  
 I-10 | Live Oak Canyon

**Jerry Leyba**  
Field Technician

Education  
High School Graduate

Professional Certifications  
ACI Grade 1 Field & 1 Lab  
Caltrans:  
105 ,125, 201, 202, 216, 217, 226, 227,231,  
308, 309, 370, 375, 382, 504, 518, 523,  
524, 526, 533, 539, 540 and 557

Jerry has over 6 years of experience performing soils, concrete and asphalt testing. Jerry has extensive rapid set test experience and performs sampling and testing of asphalt, concrete and soils in accordance with ASTM Standards and Green Book specifications. He has the ability to interpret specifications and to read improvement plans, grading plans, as well as quadrangle maps, right of way maps and strip easement maps.

Related Projects

- State Route 25 & Gap Connector, CA
- 40 | 96 Needles Highway
- SR-71|Mission Blvd.
- Measure I | I-10 Truck Climbing Lane
- City of Upland Street Improvements
- Caltrans District 8 On-Call Route 55, 405, Orange County
- Route 91, Corona, Riverside County
- Routes 215, 60, 91, Riverside, Riverside County
- I-10 Widening Redlands
- La Sierra Avenue Interchange
- I-10 | Live Oak Canyon
- I-10 / Etiwanda Interchange
- John Wayne Airport, Orange, CA
- Prado Dam, Corona, CA

**Jennifer Moore**  
Field Technician

Education  
B.A. California State University San Bernardino, Riverside, 2004

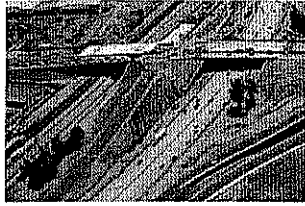
AA Liberal Arts – Rancho Santiago Community College, Santa Ana, CA (1997)

Professional Certifications  
ACI Concrete Field Testing Tech Grade I  
Railroad Safety Certification – UPRR/BNSF  
Nuclear Gauge Certification, CA 1992  
Caltrans TL-0111 Certified Test Methods  
125, 216, 231, 375, 504, 518, 523 533, 539,  
and 540  
40 Hour Hazardous Waste Sampling and Safety Course

Jennifer has over 16 years of construction inspection experience that spans a variety of public works projects. Jennifer has extensive experience serving as lead materials technician on high profile transportation construction projects throughout California. Jennifer has been responsible for scheduling of more than 25 technicians on an inspection team, review of daily test reports, monitoring testing frequencies in accordance with job special provisions, Caltrans Standard Specifications and Caltrans Construction Manual. She also has experience coordinating monthly audits with Caltrans and performing internal audits of all test reports. Jennifer performs oversight of RMA technicians to ensure procedures are followed in accordance with Caltrans test methods and has extensive experience communicating with and reporting to state and local agencies.

Related Projects

- State Route 210, Segments 9 through 11 & Segment 11 Early Projects, San Bernardino County, CA
- Interstate 10 Etiwanda Avenue Interchange, Ontario, CA
- State Route 30, Segments 5 and 7, Rancho Cucamonga & Fontana, CA



**La Sierra Interchange**  
Riverside, CA

Client  
City of Riverside  
3900 Main Street  
Riverside, CA 92522

Contact  
Wael Faqih  
951.278.4679

Construction Cost  
\$15 M

Completion  
2009

This project replaced the La Sierra/SR- 91 interchange with a new 10 lane bridge over the freeway. La Sierra now has 3 additional lanes in each direction with dual left turn lanes onto the 91 Freeway. The freeway ramps were widened to 3 lanes. This is the third and last phase of a joint effort by the City and County of Riverside to complete La Sierra from Lake Matthews to the 91 Freeway. This \$42 million project was being funded with \$15 million in TUMF, Regional Measure A funds, and Federal Congestion Management and Air Quality Funds. This improvement project will enhance the capacity and operation of the interchange.

RMA Group was responsible for providing testing and inspection for all aspects of the project. Our responsibilities include public works inspection for cast in place concrete drainage structures, asphaltic concrete paving, mechanically stabilized earth walls, embankments structural and reinforcing steel and abutments and concrete bridge decks for the new overpasses. Our technicians and inspectors perform tests in accordance with both ASTM and Caltrans test methods.



**I-10/Indian Canyon Interchange**  
Riverside County, CA

Client  
Riverside County  
Department of Transportation  
2980 Washington St  
Riverside, CA 92504

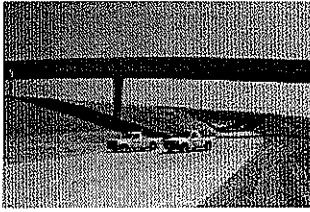
Contact  
Mr. Gary Morton  
Engineering Unit Supervisor  
Materials Laboratory  
951.955.6880

Construction Cost  
\$25 M

Completion Date  
Ongoing

This project will replace the existing Indian Canyon interchange overcrossing with a new six-lane overcrossing that includes bike lanes on each side. Other improvements include new on-ramps from northbound Indian Canyon Drive to westbound I-10 and from Garnet Avenue to eastbound I-10, and realignment of the remaining ramps will reduce congestion and help improve air quality. The \$16.5 million project was partially financed (\$5.5 million) by the American Recovery and Reinvestment Act of 2009 (Recovery Act) and involves local, regional and state agencies including Caltrans, Riverside County, Coachella Valley Association of Governments (CVAG), Riverside County Transportation Commission (RCTC), and the cities of Palm Springs and Desert Hot Springs. The I-10 projects are being overseen by the Coachella Valley Corridor Improvement Projects Taskforce, a coalition including Caltrans, CVAG, Riverside County, Caltrans, the Agua Caliente Band of Cahuilla Indians and the desert cities in eastern Riverside County.

RMA Group was responsible for providing testing and inspection for all aspects of the project. Our responsibilities include public works inspection for cast in place concrete drainage structures, asphaltic concrete paving, mechanically stabilized earth walls, embankments structural and reinforcing steel and abutments and concrete bridge decks for the new overpasses.



**SR-210, Segments 9-11  
San Bernardino County, CA**

Client  
San Bernardino Associated  
Governments  
1170 W. 3rd St.,  
San Bernardino, CA 92410

Contact  
Mr. Herald Lantis, Construction  
Manager  
760.802.7730

Construction Cost  
\$200M

Completion Date  
2009

The State Route 210 projects were constructed over a 10 year period between 1997 and 2007. They included 11 segments that ultimately constructed of 27 miles of new highway. The new construction provides three mixed flow lanes, and 1 HOV lane in each direction through the communities of Upland, Rancho Cucamonga, Fontana, Rialto and San Bernardino. RMA Group was the materials testing consultant for the construction of the most recent and final phase of the route 210 projects through segments 9 thru 11. These segments included 8.4 miles of new highway construction from the end of the segment 8 in Fontana, CA to its final connection to State Route 215 and the existing Route 30 in San Bernardino, CA. The new highway included the following major elements:

- Construction of the Lilac Avenue pedestrian bridge in Rialto
- New bridge construction at eight locations
- Construction of a storm drain system beneath State Street in San Bernardino
- Widening of separation between Route 210 and Interstate 215
- Reconstruction of existing loop ramps at the Route 210/Interstate 215 interchange
- Realignment of Highland Avenue between Riverside Avenue and Pepper Avenue
- Widening of the existing bridge at Little Mountain Drive
- Widening and retrofit of existing Burlington Northern Santa Fe bridge at Cajon Boulevard
- Construction of 12 retaining walls, including three mechanically stabilized earth (MSE) walls and one tieback retaining wall



**I-10 | Etiwanda Avenue Grade Separation and Interchange  
Rancho Cucamonga, CA**

Client  
San Bernardino County  
Transportation Department  
825 E. 3rd Street Rm 108  
San Bernardino, CA 92415

Contact  
Mr. David Doublet, Project  
Manager  
909.387.7936

Construction Cost  
\$21M

Completion Date  
2006

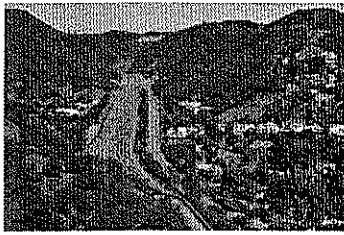
The Interstate 10 Etiwanda Avenue Interchange Project involved re-construction of an existing four quadrant, full clover leaf interchange at Etiwanda Avenue and the Interstate 10 freeway. Our work included a new partial cloverleaf "A" configuration to improve safety and congestion at the interchange. In addition, the project involved the re-alignment of Valley Boulevard, a grade separation over the newly improved San Sevaine Channel and re-configuration of the Union Pacific Rail spur at Valley Boulevard. The project was administered by the County of San Bernardino Transportation and Flood Control with oversight by Caltrans and included extensive bridge work and rail interaction. The major elements involved in the project included the following: Asphalt concrete pavements, Portland cement concrete pavements, retaining walls, driven H-piles, and two pre-cast girder, concrete box bridges.

The RMA staff was responsible for all aspects of materials testing for the project. All staff assigned to the project were MR-0111 (TL-0111) certified for the tests they performed. The number and types of tests required were determined in accordance with the Current Caltrans Construction Manual CHAPTER 6. Our staff performed all of their testing in accordance with Caltrans test methods and they maintained documentation in accordance with the filing systems outlined in the Construction Manual.

Construction Material Testing and Geotechnical Services  
SR-60 at Nason Street Interchange Improvements Project No. 98-25897  
November 18, 2010







**I-405/Sepulveda**  
Los Angeles, CA

Client  
Kiewit for the  
LACMTA  
6060 Center Drive, Suite 200,  
Los Angeles CA 90045

Contact  
Paul Brich, QC Manager  
562.567.2428

Construction Cost  
\$800M

Expected Completion  
2014

The I-405 Sepulveda Pass Widening Project will improve traffic congestion by adding to the freeway capacity, to help enhance the safety of traffic operations. The project consists of adding a 10-mile HOV lane on the northbound I-405 between the I-10 and US 101 Freeways to promote ridesharing. There will be a removal and replacement of the Skirball Center Dr. Sunser Blvd. and Mulholland Dr. bridges. The project will also consist of realigning 27 on and off ramps and widening 13 existing underpasses and structures to reduce traffic congestion. Construction will include approximately 18 miles of retaining wall and sound wall to improve mobility and traffic operations.

RMA Group's scope of services includes materials, laboratory testing of the embankment, MSE walls, aggregate base, asphalt concrete, Portland cement concrete and subgrade. Additionally, we are providing inspection of roadway construction, bridge construction, and pile construction.



**I-10 Widening**  
Redlands, CA

Client  
San Bernardino Associated  
Governments  
1170 W. 3rd St.,  
San Bernardino, CA 92410

Contact  
Mr. Herald Lantis, Construction  
Manager  
760.802.7730

Construction Cost  
\$35M

Completion Date  
2008

Work to widen the Interstate 10 in Redlands was completed in 2008. SANBAG acted as the lead agency during the 30-month, \$46 million construction effort, which added one eastbound lane and one westbound lane to a 2.5-mile section of I-10 between Orange Street and Ford Street. The project helps to relieve existing traffic bottlenecks by creating four mixed flow lanes in each direction, instead of the previous three, to match the four existing lanes that were present west of Orange Street.

Rehabilitation of the freeway shoulder, was completed in mid-December 2005. The deteriorated shoulder was repaved, so that traffic could be moved to the right to allow work to start on the freeway bridges.

The second stage, reconstruction of 11 freeway bridges, was completed in April 2007. This stage involved widening bridges at Orange, Sixth, Church, the BNSF Railroad tracks, University, Citrus, Cypress, Palm, Highland, Ford and Redlands Blvd.

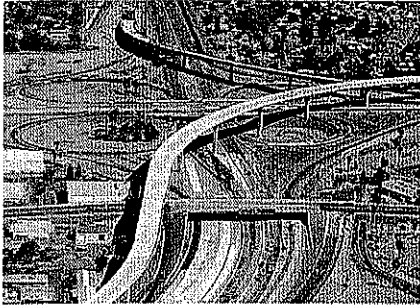
The third stage, lane paving and median barrier construction, also was completed in April 2007. During this stage of work, crews paved the freeway median to add one eastbound lane and one westbound lane, plus space for future expansion. This will increase the number of lanes to four in each direction, rather than the current three.

The fourth stage of work, construction of sound walls, began in May 2007. Residential sound walls are being built next to the freeway to reduce noise.

RMA Group provided materials testing and inspection services for this project. All tests were performed in accordance with the Caltrans construction manual. Test results are transmitted from the on-site lab trailer through wireless internet to required parties.

Construction Material Testing and Geotechnical Services  
SR-60 at Nason Street Interchange Improvements Project No. 98-25897  
November 18, 2010





**SR-60| SR-91| I-215 Interchange**  
Riverside, CA

Client  
URS (formerly Washington  
Group International)  
3500 Porsche Way, Suite 300  
Ontario, CA 91764

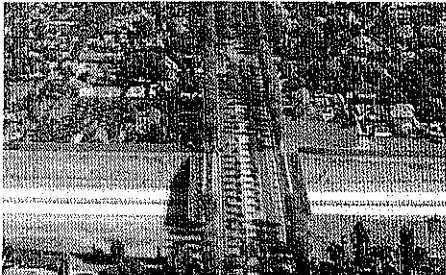
Contact  
Joe, Tittle  
951.779.9843

Construction Cost  
\$317M

Completion Date  
2008

RMA Group provided materials testing in support of the accelerated growth in the Inland Empire over the past two decades. This growth has resulted in increased commuter and interregional traffic that requires improvement be made to the 60/91/215 highways to relieve congestion and improve mobility across the region. Our firm is currently providing materials testing on 203,000 tons of Asphalt Concrete, 39,000 cubic meters of Portland Cement Concrete Paving, 24,000 cubic meters of Lean Concrete Base and 190 cubic meters of Rapid Set Concrete. RMA has also provided services for related street improvements including the bridges at Linden, Iowa, and Blaine in the City and County of Riverside that will provide better access into UC Riverside. When completed, the project featured the following improvements:

- 4 miles of HOV lanes and widened freeways on I-215, SR60 and SR91
- New soundwalls and retaining walls throughout the project
- Major structural improvement at 8 local interchanges
- 2 sweeping 'flyover' connector ramps between the I-215/SR60 and the SR91
- Improvements to local drainage systems
- New truck bypass connector leading from the southbound I-215 to the eastbound SR60



**SR-30, Segments 1-5**  
Los Angeles - San Bernardino Counties, CA

Client  
San Bernardino Associated  
Governments  
1170 W. 3rd St.,  
San Bernardino, CA 92410

Contact  
Mr. Herald Lantis, Construction  
Manager  
760.802.7730

Construction Cost  
\$40M

Completion Date  
2001

The State Route 30 Freeway Project was a \$1 billion freeway being developed by San Bernardino Associated Governments, SANBAG, in conjunction with the California Department of Transportation, Caltrans, District 8. The adopted route extended from the Los Angeles and San Bernardino County line in the City of Upland to Interstate 215 in the City of San Bernardino adjacent to the existing State Route 30. The project is divided into 11 segments totaling 27 miles of three-lane freeway including HOV lanes. RMA Group provided materials testing and inspection services for Segments 1-5, in which, a total of 22 early construction projects are anticipated. Our services included aggregated and asphalt concrete quality testing and inspection; soil, asphalt, and concrete testing for reinforced concrete spread footings, precast concrete girders, cast-in-place retaining walls, Portland cement concrete approach pavements, local street and detour asphalt concrete paving, approach embankment fill, and retaining wall backfill. The major elements involved in the project include the following:

- Structural concrete
- Excavation and embankment
- Class II aggregate base
- Asphalt concrete
- Structure backfill
- Portland cement concrete approach pavements
- Reinforcing steel welding

Construction Material Testing and Geotechnical Services  
SR-60 at Nason Street Interchange Improvements Project No. 98-25897  
November 18, 2010



### Project Approach

In order to assure successful completion of each of the on-call projects we will assign our firms most qualified and professional key staff to the project, we will dedicate our key resources exclusively to the City's project, and we will implement of a pro-active management plan to execute the required field and laboratory testing, on time, by the book, and under budget.

As part of the laboratory services we will perform the requested laboratory tests in our full service facility in Rancho Cucamonga and report them to the City Project Manager within the same or next day after the samples were picked up.

The depth of our resources will allow us to provide experienced technicians with at least 3 years of in-depth materials testing training and experience. We will always respond to scheduling requests within 24 hours and will typically be able to supply a technician on much shorter notice. On a daily basis we receive last minute requests for technicians and are used to accommodating our client requests and supplying a technician in as little as 2 hours.

Key Staff - The strength of our team lies in our people. Our proposed team for the City's project consists of our most experienced and capable staff. The key individuals proposed for this project have worked together for over a decade on various major highway improvement projects and bring a combination of skills and knowledge that will be an asset to this project. The following key individuals will be utilized:

- Ed Lyon, PE|GE – Principal Engineer
- Slawek Dymerski, PE|GE – Project Manager
- Brian Platt – Field Services Coordinator
- Jennifer Moore – Lead Materials Technician
- Chris Trull - Lead Materials Technician

Each of these key personnel were chosen for this project due to their extensive past experience on highway improvement projects, their exemplary interpersonal skills coordinating with contractors, representatives of local governmental agencies, as well as Caltrans and municipal staff. Each of the proposed lead technicians are capable of exercising considerable independent judgment, evaluating a wide range of engineering data, and supervising all work activities involved in field and laboratory testing for highway construction.

These key individuals will be supported by a staff of over 35 Caltrans Certified materials testing technicians holding over 200 individual CALTRANS Certifications, as well as Civil and Geotechnical engineers and administrative support staff. The number of trained, experienced and CALTRANS certified staff available will ensure our capacity to adequately meet the staffing demands of the project.

Ed Lyon, PE|GE has over 25 years of experience and will be assigned as the Principal Engineer. His primary responsibility will be as a Contract Manager. Additionally he will perform

technical review of all pavement and other geotechnical reports and recommendations. He will also be involved in the periodic internal audits of the materials testing and inspection documentation. He is a Registered Civil Engineer and a Registered Geotechnical Engineer in the State of California with more than 25 years of progressively responsible experience managing large geotechnical and materials testing contracts including over 1000 various transportation projects designed and constructed in accordance with Caltrans and Greenbook standards.

Slawek Dymerski, PE|GE will be assigned to the project as the Project Manager. Slawek is registered Civil Engineer and Geotechnical Engineer with over 15 years of experience with geotechnical, materials testing and inspection projects. He has worked on over 500 transportation projects ranging from geotechnical pavement design to materials testing and inspection varying in capacity from materials technician to project manager. He has extensive knowledge of and experience with Caltrans and Greenbook guidelines and specifications.

Slawek will be the primary point of contact for the City and will be responsible for coordination and oversight of all aspects of our services including geotechnical consultation as well as materials testing and inspection. He will be responsible for staff assignments and maintaining project controls for budget, schedule, and document control. Slawek will work closely with the City personnel to coordinate staffing and testing needs. Slawek will also oversee the implementation of RMA Group's internal Quality Control procedures and will be available at all times to the City staff.

Brian Platt will be assigned to the project as the Field Services Coordinator. He has over 10 years of experience including over 300 transportation projects. Brian will be responsible for the coordination of all field staff to make efficient use of the personnel assigned and avoid duplication of efforts. Brian will be in direct contact with the City field staff and will work closely with each of the lead technicians to schedule testing personnel, and maintain and audit our filing systems and project documentation. He will be in constant communication with Slawek Dymerski and each of the Lead technicians to resolve day to day technical field issues.

Chris Trull will be assigned as a Lead Materials Testing Technician as needed. Chris has extensive prior experience with Caltrans and municipal transportation projects that includes over 200 transportation projects. He is well versed in the Caltrans and Greenbook specifications and typical airport construction. He possesses exemplary interpersonal skills while coordinating with contractors and agency representatives. In addition, he is capable of exercising considerable independent judgment, evaluating a wide range of engineering data, and supervising all work activities involved in field and laboratory testing for airport construction.

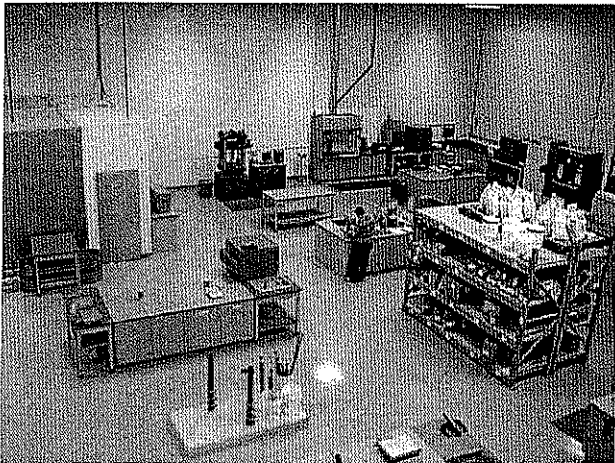
Jennifer Moore will be assigned as a Lead Materials Testing

Technician on as-needed as needed. Jennifer has worked on over 200 various transportation projects over her 15 year career. Most recently she completed the Rt 210 extension project for San Bernardino Associated Governments.

**Key Resources - RMA Group** has the most comprehensive construction materials testing laboratory in Southern California with over 5,400 square feet of laboratory space. Our laboratory has a sample receiving area consisting of 1,250 square-feet and a sample storage area of 3,000 square-feet. It is equipped with a moist curing room, a fume hood, compressed air, de-ionized water, and other general utilities required for a certified facility. Our moist curing room is a 800 square-feet walk-in storage facility with controlled temperature and relative humidity. The atmosphere in the moist curing room is maintained at a temperature of 73.4° ±3°F and a relative humidity of not less than 95%.

Our testing laboratory is certified and recognized as a soils and physical materials testing agency by the following agencies:

AASHTO Materials Reference Laboratory AMRL  
Cement and Concrete Reference Laboratory CCRL  
Caltrans  
Army Corps of Engineers  
City of Los Angeles  
Department of State Architecture (DSA)  
Counties of Riverside and San Bernardino



Our laboratory complies with the requirements for laboratory facilities detailed in ASTM E-329 and is inspected annually by Caltrans in accordance with the Independent Assurance Sampling and Testing Manual. In addition, inspection is done biannually by the Cement and Concrete Reference Laboratory and AASHTO Materials Reference Laboratory of the National Bureau of Standards.

In addition, our laboratory complies with the requirements for laboratory facilities detailed in ASTM E-329 and is inspected biannually by the Cement and Concrete Reference Laboratory and the AASHTO Materials Reference Laboratory

of the National Bureau of Standards. We actively participate in AASHTO's reference sample programs, as well as Caltrans reference sample program. Our firm continually participates in the reference sample programs offered by each of these institutions.

In addition to the central laboratory facilities RMA Group provides customizable mobile laboratories in order to perform soils and materials testing to support the daily needs of our projects. Our lab can be fully staffed and equipped with all the necessary amenities to support the project. These can include wireless computers with wireless internet, scanners, telephones, fax machines, copy machines as well as any additional office equipment on a project needs basis.

These mobile labs will be an invaluable asset on the upcoming on-call projects. These labs can provide on-site concrete testing as well as sieve analysis, compaction testing of concrete and structural strength tests. We are the only firm with the capability to provide this resource to the City.

We own five mobile laboratories that are Caltrans approved and can be mobilized to the project site within a few hours. Our labs can be set up anywhere and moved anytime to support the testing needs of the project. All equipment in our mobile labs is properly calibrated in accordance with Caltrans standards. Examples of the types of tests we can perform in our mobile labs are:

- Compressive strength of concrete cylinders
- Flexural strength of concrete beams
- Sieve analysis of soils and aggregates
- Sand Equivalent
- Moisture content of soils and aggregates
- Maximum density optimum moisture of soils and aggregates
- Specific gravity of soils and aggregates
- Pro-Active Management Plan

Effective communication between the City's Project Manager and Construction Inspection Staff as well as the Technical Engineering Unit Supervisor will be crucial to the success and efficiency of the upcoming on-call projects. Providing geotechnical engineering services and materials testing services for the City will require a commitment to seamless communication, proactive project management and highly qualified staff who will act as the extension of the Engineer.

**Communication and Controls -** Communication between the project construction team and our project manager during the start-up phase of the project is key. This helps clearly define the anticipated scope of work, establish the lines of communication, and clarify project protocol.

Prior to commencing work on a new project Ed Lyon and Slawek Dymerski will schedule a scoping meeting with the appropriate City personnel. The RMA Group staff will be prepared to fully discuss the inspection / materials testing requirements as well as the proposed sampling and testing procedures. In addition, this

meeting will be used to develop an understanding of the project and identify the following:

- Scheduling and staffing requirements.
- Key construction elements schedules and critical deadlines.
- Roles and responsibilities of project team members.
- Unique requirements or aspects of the project.

Following the scoping meeting Slawek Dymerski will prepare a line item estimate utilizing the proposed construction schedule. The detailed line item estimate will list all of the materials testing tasks, inspection tasks and the individual laboratory tests that will be necessary to effectively implement the quality requirements contained in the project specifications.

Once the detailed project budget has been developed it will be entered into RMA Group's proprietary project management system LIMS G2. LIMS G2 is a software system that is utilized by our team to manage inspection projects. It is utilized to dispatch our inspectors and to schedule laboratory tests on a daily basis. Each dispatch request for either a field inspection or laboratory test is validated by the software against the line item estimate developed at the start of the project.

Any requests for work which fall outside of the initial line item estimate are identified at the time they are scheduled rather than weeks later when it is time to prepare project invoices. This immediate budget validation allows our project managers to communicate with your project team and determine the disposition of the requested work and its impact on the project budget in real time.

We have successfully utilized this approach to proactively manage the project inspection and testing budget on literally hundreds of similar projects including on-call services for Counties of Los Angeles and San Bernardino as well as hundreds of transportation and municipal projects. The process ensures that your testing and inspection costs will not run out of control on your projects.

**In-House Quality Controls** - Quality is an intrinsic part of RMA Group's operations. It is the first topic on every management agenda, and it permeates the daily activities of every technician. Our internal Quality Control program reflects our specific commitment to go beyond mere compliance with basic requirements. The program is a major piece of RMA Group's mission: to provide quality laboratory testing services meeting a broad range of our clients' needs. The objective of RMA Group's Quality Control program is to ensure that the test data we provide meet our clients' quality objectives. In most cases, the aspects of quality that concern our clients most are the accuracy, precision, and completeness of our test results. We maintain control of our test results through the use of technical oversight by registered civil engineers, internal audits of project documentation, our continual participation in reference sample programs and through training and proficiency evaluations for all of our technical staff.

**Technical Oversight** - All of the field and laboratory tests performed for the project will be performed under the responsible charge of a registered civil engineer. He will provide technical oversight of RMA Group's field and laboratory activities. Technical oversight includes reviewing test data and reports for precision, accuracy and completion and monitoring the procedures and equipment utilized to perform testing to verify conformance with relevant specifications. Laboratory staff is directed to immediately report unusual observations or findings to the engineer in responsible charge of the laboratory. This allows the engineer to evaluate the test procedure and results and make a determination regarding the validity of any unusual findings.

**Training and Proficiency Evaluation** - Materials testing technicians are trained under the supervision of a registered civil engineer in accordance with our Internal Quality Control Program developed as part of our Caltrans and AASHTO accreditation. Training of technicians is accomplished through an apprenticeship program and in-house training seminars. The apprenticeship program places trainees under the tutorage of a senior technician who provides one-on-one training in inspection, sampling, and testing techniques. After completion of our apprenticeship program the proficiency of each technician is evaluated. Upon satisfactory demonstration of their ability to perform specific test methods each technician is given a Certificate of Proficiency acknowledging their competency for performing a given test method. The certificates are valid for one year and must be renewed annually by continued demonstration of the tester's proficiency.

**Safety** - RMA Group will provide regular safety training for our staff and will direct the technicians assigned to the project to attend weekly contractor safety meeting onsite. Our staff working in the vicinity of the rail facilities will receive specific training and certification for Rail Safety.

The Lead technicians assigned to the project will generally be in daily communication with the project inspection team and contractors and will have a thorough understanding of site specific safety issues such as temporary closures, detours, and points of access to the project site. Additional support staff will be assigned on an "on-call" basis and will therefore not be as familiar with the day to day changes to site specific activities. Therefore, any and all support staff assigned to the project are required to report to the lead technician for the segment they have been assigned to before entering the work site to receive an orientation on any specific safety concerns for that day.

## Section 4 Resource Allocation Matrix

Personnel	Role	Hours
Slawek Dymerski	Materials Engineer	80
Brian Platt	Field Supervisor	80
Jennifer Moore / Jerry Leyba	Soils / Materials Testing Technician	1400
George Cleveland	Welding Inspector	40
Carl Bachler	Laboratory Manager	100
Mary McDow	Administrative	100

## Section 5 Subconsultants

The RMA Group Team brings together one of the best possible combinations of expertise and resources in order to successfully support this project. Our team includes California Testing Inspection, (CTI). They will receive between 7-10% of the contract, depending on project needs, respectively.

California Testing Inspection (CTI) (DBE/UDBE/SBE, CBE, MBE, WBE, CLBE) is a consulting firm specializing in construction inspection, material testing laboratory, and geotechnical explorations services. Founded by professional engineers and highly certified technicians in the materials testing and inspection fields, with more than fifteen years of experience in this area, the company is focused in obtaining the technical certifications necessary to operate in the industry, and also, to obtain the small business status with the different public entities in order to establish an opportunity of access to public projects.

CTI's mission is to provide the private and public sectors with material testing and field construction inspection for buildings and infrastructure projects, from foundations through completion of the project with highly skilled professionals and technicians, working together, using common sense and practical experience.

A few of their key personnel qualifications are presented below. Resumes and project experience follow. DBE/UDBE and other information has been presented in Section 6 Forms.

### Personnel List

Name	Title	Registration	Certifications	Years Experience
Fabiola Jaque, PE	President	PE 76471 PE 55402	NICET Level III Soils NICET Level III Concrete NICET Level III Asphalt ACI Field Technician Grade I Radiation Safety Officer Nuclear Gauge Operation Sam Chaymouni, PE Field Engineering Services ICC Reinforced Concrete ICC Soils City of LA Grading Deputy Inspector ACI Field Technician Grade I Nuclear Gauge Operation	15
Sam Chaymouni, PE	Field Engineering Services	PE 55402	ICC Reinforced Concrete ICC Soils City of LA Grading Deputy Inspector ACI Field Technician Grade I Nuclear Gauge Operation	15

**Ms. Fabiola Jaque, PE**  
Special Inspector/Technician

Education  
Education  
BS, Civil Engineering, University of Santiago, Chile

Professional Registrations  
PE 76471

Professional Certifications  
Nicet Level III Soils  
Nicet Level III Asphalt  
Nicet Level III Concrete  
ACI Field Technician G I  
Radiation Safety Officer

Fabiola Jaque founded California Testing & Inspections, Inc. in 2008 and brings to RMA's Team a sub-consultant company certified as UDBE and with accredited laboratory experience to support the services that will be provided on this project. Her experience included field and laboratory work for various Cities of Southern California and Caltrans projects performed on her years of professional services with other firms.

Related Projects

- Diaz Road Realignment (Phase I) City of Temecula DPW
- Roadway Widening/Waterman Avenue, City of San Bernardino, CA
- Fontana Ave, Catawba Ave and Randall Ave Intersection Improvement Project, City of Fontana, CA
- Garey Avenue, City of Pomona DPW

**Mr. Sam Chaymouni, PE|GE**  
Special Inspector/Technician

Education  
BS Civil Engineering, Merrimack College Massachusetts  
MS Civil Engineering, Tufts University Massachusetts

Professional Registrations  
Registered Civil Engineer  
PE 55402

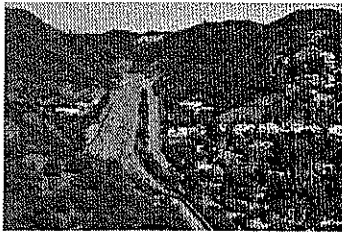
Professional Certifications  
ICC Soils  
ICC Reinforced Concrete Deputy Grading Inspector  
ACI Field Technician G I  
Nuclear Gauge Operator

Sam has performed several site inspections including soils testing, concrete structures and pavements. His experience relates from review of plans, planning of work and actual field work.

Related Projects

- Grading observation, field exploration and testing for the Trump National Golf Club, Rancho Palos Verdes, Landslide "C" repair.
- California State University Northridge, Geotechnical and Material testing monitoring
- Palos Verdes Drive South realignment, monitoring and testing of placement of fills and road base materials, relocation of utilities, cut slopes and asphalt pavement placement





**Upgrade Douglas Street Exit  
El Segundo, CA**

Client  
Premier West Contractor for the  
Los Angeles Air Force Base

Design-Build Upgrade of vehicular exit to Douglas Street at El Segundo Air Force Base.

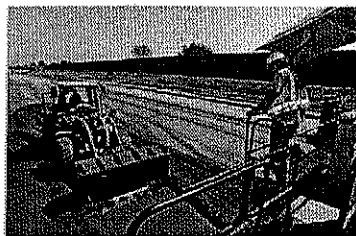
Project included removal of existing pavement and sidewalk to provide a better vehicular egress and left turn at Douglas Street with no interruption of traffic.

Client References  
Name: Premier West Contractor  
Address: 740 W. Grove Ave,  
Orange, California 92865  
Phone: (714) 279-0903

California Testing & Inspections scope of services included quality assurance materials testing, soils inspection, concrete inspection, compaction testing, and testing of Portland cement concrete pavements and aggregates.

Construction Cost  
\$300 K

Completion Date  
2010 - 2010



**MTA Division 20 Carwash and Cleaning Platform  
Los Angeles, CA**

Client  
Advanced Professional  
Industries Inc. for MTA Division  
20

Extension of Carwash and Cleaning Platforms at Division 20, located in 300 South Santa Fe Avenue, Los Angeles, CA.

The project includes PCC slabs, Structural Steel, Canopy and all appurtenant work as specified by MTA.

Client References  
Name: API, Inc.  
Address: 564 Wedge Ln, Fernley,  
NV  
Phone: (760)684-5542

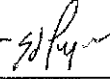
California Testing & Inspections scope of services include Laboratory Services for Portland Cement Concrete Structures.

Construction Cost  
\$1.5M

Completion Date  
On-going

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change <b>For Material Change Only:</b> Year _____ Quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ 0	
<b>10. Name and Address of Lobbying Entity</b> (If individual, last name, first name, MI):  N/A	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (Last name, first name, MI): N/A	
<b>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature:  Print Name: <u>Ed Lyon</u> Title: <u>President</u> Telephone No.: <u>909.989.1751</u> Date: <u>November 18, 2010</u>	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Standard Form LLL Rev. 06-04-90

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**LIST OF SUBCONSULTANTS**

PROJECT NAME: Material Testing and Geotechnical Services for SR-60/Nason Interchange

PROJECT NO: Project No 98-25897

CONSULTANT NAME: RMA Group

NAME Construction Testing Inspection (CTI)	DESCRIPTION OF SUBCONSULTANT'S WORK:  materials testing
TELEPHONE 213.488.8493	
ADDRESS 915 Mateo Street, Suite 201	
CITY, STATE ZIP Los Angeles, CA 90021	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information.

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

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name CTI Address 213.488.8493 915 Mareno ST Suite 201 City State ZIP Los Angeles, CA 90021	Phone 213.488.8493 Fax 213.488.9585	<input checked="" type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	materials testing support	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: 37594 Age of Firm (Yrs.) 2 years
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.)
Address	Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.)
City State ZIP		<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.)
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City State ZIP		<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

**PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) - PART II**

The proposer shall list all subcontractants who provided a quote or proposal but were not selected to participate as a subcontractant on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
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Address	Fax			
City/State/ZIP				Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

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EXHIBIT 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

LOCAL AGENCY: City of Moreno Valley LOCATION: Moreno Valley

PROJECT DESCRIPTION: Materials Testing / Geotechnical Services for Nason/SR-60 Interchange

PROPOSAL DATE: November 18, 2010

PROPOSER'S NAME: RMA Group

CONTRACT UDBE GOAL (%): 5.3%

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE
	materials testing	DBE #37594	Construction Testing Insp.	7-10%
		WBE	915 San Mateo ST, Ste. 201 Los Angeles, CA 90021	

**For Local Agency to Complete:**

Local Agency Proposal Number: \_\_\_\_\_

Federal-Aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

Proposal Date: \_\_\_\_\_

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Local Agency Representative

(Area Code) Telephone Number: \_\_\_\_\_

Total Claimed UDBE Commitment 5.3-8 %

*[Signature]*  
Signature of Proposer

11/18/2010 909.989.1751  
Date (Area Code) Tel. No.

Ed Lyon, PE/GE  
Person to Contact (Please Type or Print)

Local Agency Proposer UDBE Commitment (Consultant Contracts)  
(Rev 6/27/09)

Distribution: (1) Original - Local agency files

EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

LOCAL AGENCY: City of Moreno Valley LOCATION: Moreno Valley

PROJECT DESCRIPTION: Materials Testing / Geotechnical Services for Nason/SR-60 Interchange

TOTAL CONTRACT AMOUNT (\$): November 18, 2010

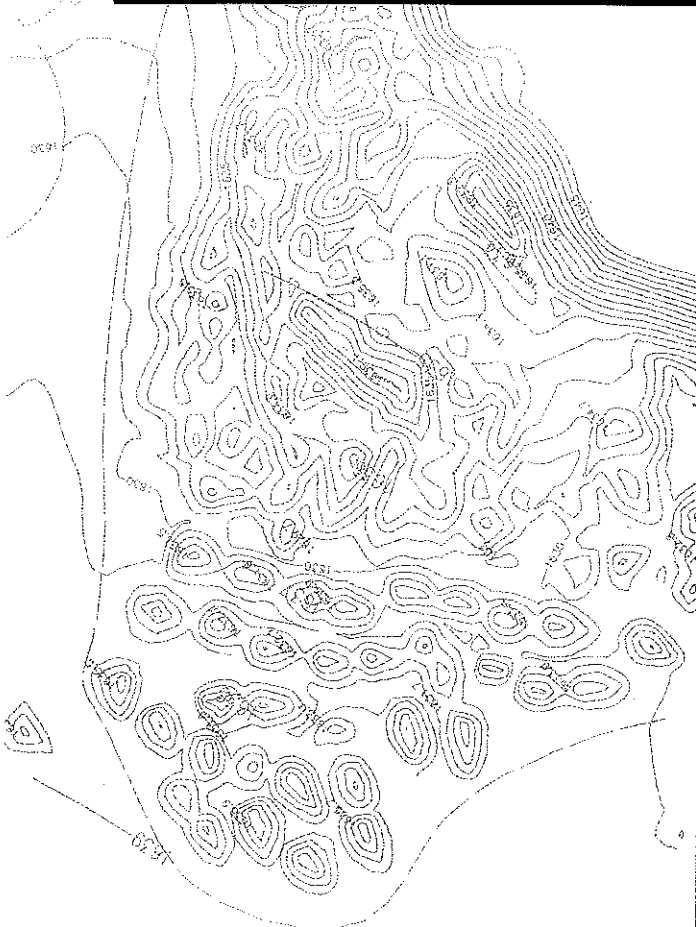
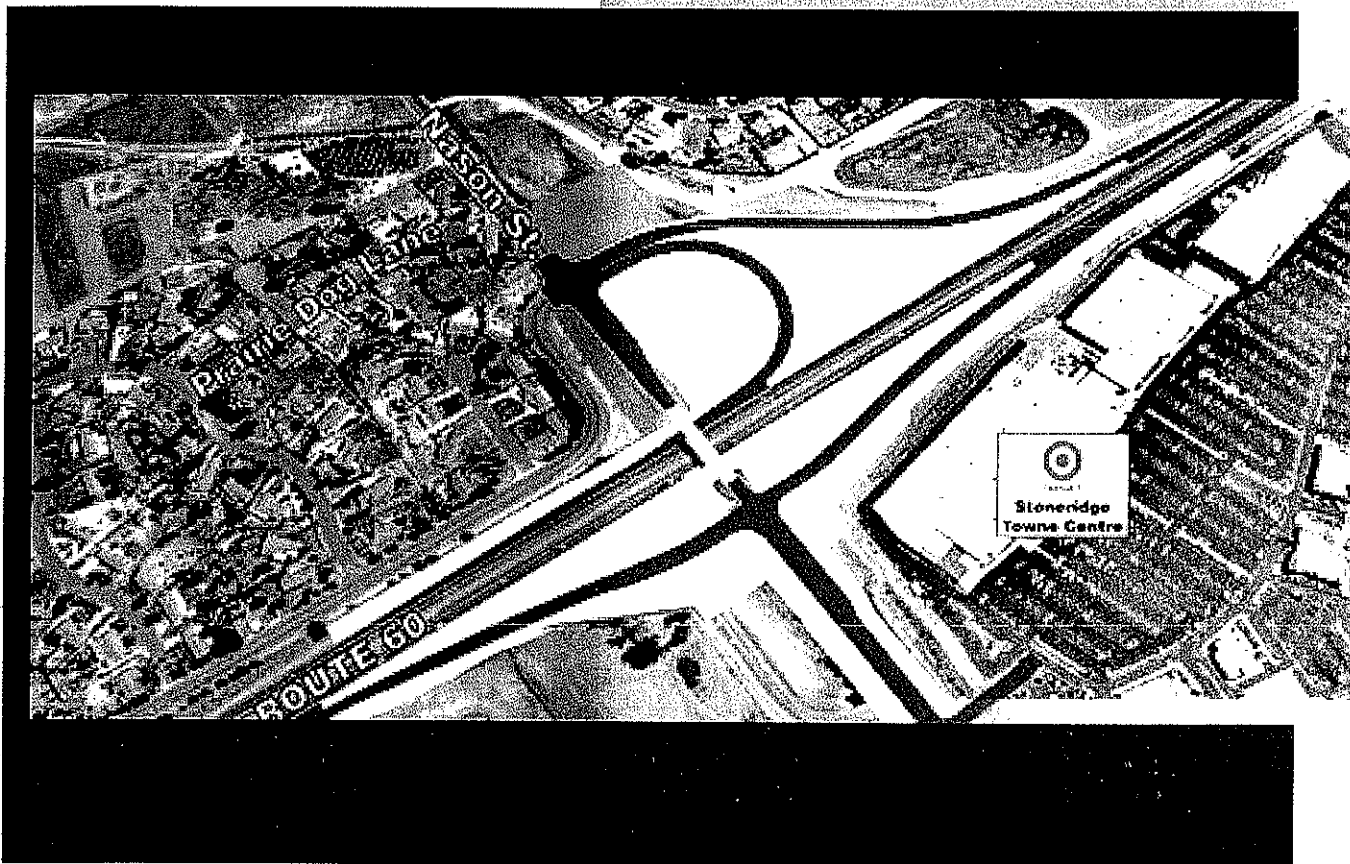
PROPOSER'S NAME: RMA Group

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT. NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE
	materials testing	DBE #37594	Construction Testing Insp 915 San Mateo ST, Ste. 201 Los Angeles, CA 90021	7-10%

<p><b>For Local Agency to Complete:</b></p> <p>Local Agency Contract Number: _____</p> <p>Federal-Aid Project Number: _____</p> <p>Federal Share: _____</p> <p>Contract Award: _____</p> <p>Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.</p> <p>_____ Print Name Local Agency Representative</p> <p>_____ Signature</p> <p>_____ Date</p> <p>(Area Code) Telephone Number: _____</p> <p><b>For Caltrans Review:</b></p> <p>_____ Print Name Caltrans District Local Assistance Engineer</p> <p>_____ Signature</p> <p>_____ Date</p>	<p>Total Claimed DBE Participation</p> <p>\$ _____</p> <p><u>1.7-3</u> %</p> <p><i>Ed Lyon</i> Signature of Proposer</p> <p>11/18/2010 909.989.1751 Date (Area Cndc) Tel. No.</p> <p>Ed Lyon, PE GE Person to Contact (Please Type or Print)</p> <p>Local Agency Proposer DBE Information (Consultant Contracts) (Rev 6/27/09)</p>
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**Distribution:** (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.  
(2) Original - Local agency files






Proposed Interchange Improvements  
 Material District and Gas Station  
 Services

**SR-60/Nason Street  
 Interchange Improvements  
 Project No. 98-25897**

for the  
**City of Moreno Valley**



**RMA Group**  
*Every Project Matters | Serving California Since 1962*





December 8, 2010

Margery Lazarus, Senior Engineer  
City of Moreno Valley, Department of Public Works  
Capital Projects Division  
14177 Frederick Street  
Moreno Valley, Ca 92552

Dear Ms. Lazarus,

As discussed in our meeting this morning RMA Group is providing the attached revised cost proposal to reflect the current engineer's estimate of quantities and the additional staff and resource information that you requested.

RMA Group was founded in 1962 in Ontario California and currently employs over 125 people located in five offices throughout the State. The staff assigned to this project will be based out of our corporate office located in Rancho Cucamonga which maintains a staff of roughly 60 professionals, engineering technicians, special inspectors and administrative support. We have attached an organizational chart and staff matrix reflecting our proposed staffing commitment and the relevant certifications of our technicians and inspectors at the Rancho Cucamonga office.

RMA Group has teamed with CTI to provide materials testing and geotechnical services for this contract. CTI is a certified DBE and UDDBE consultant. A copy of their cost proposal and the respective forms for DBE and UDDBE utilization have been attached.

The attached cost proposal has been revised to reflect the reduced quantity of reinforced concrete and the information related to CTI's cost proposal. We have also revised the schedule of fees to list the relevant Caltrans test procedure numbers and added a labor cost spread sheet showing the ranges of hourly billing rates for the various staff classifications which may be assigned to the project. The lab, equipment, and professional personnel rates will be fixed for the duration of the project. Field rates subject to prevailing wage law will be tied directly to any changes in the prevailing wage only.

We are excited about the opportunity to work with you on this project and thank you again for the opportunity to serve the City of Moreno Valley. Please do not hesitate to contact me if you have any questions regarding the attached information.

Sincerely,

Ed Lyon, PE|GE  
President/Principal-in-Charge

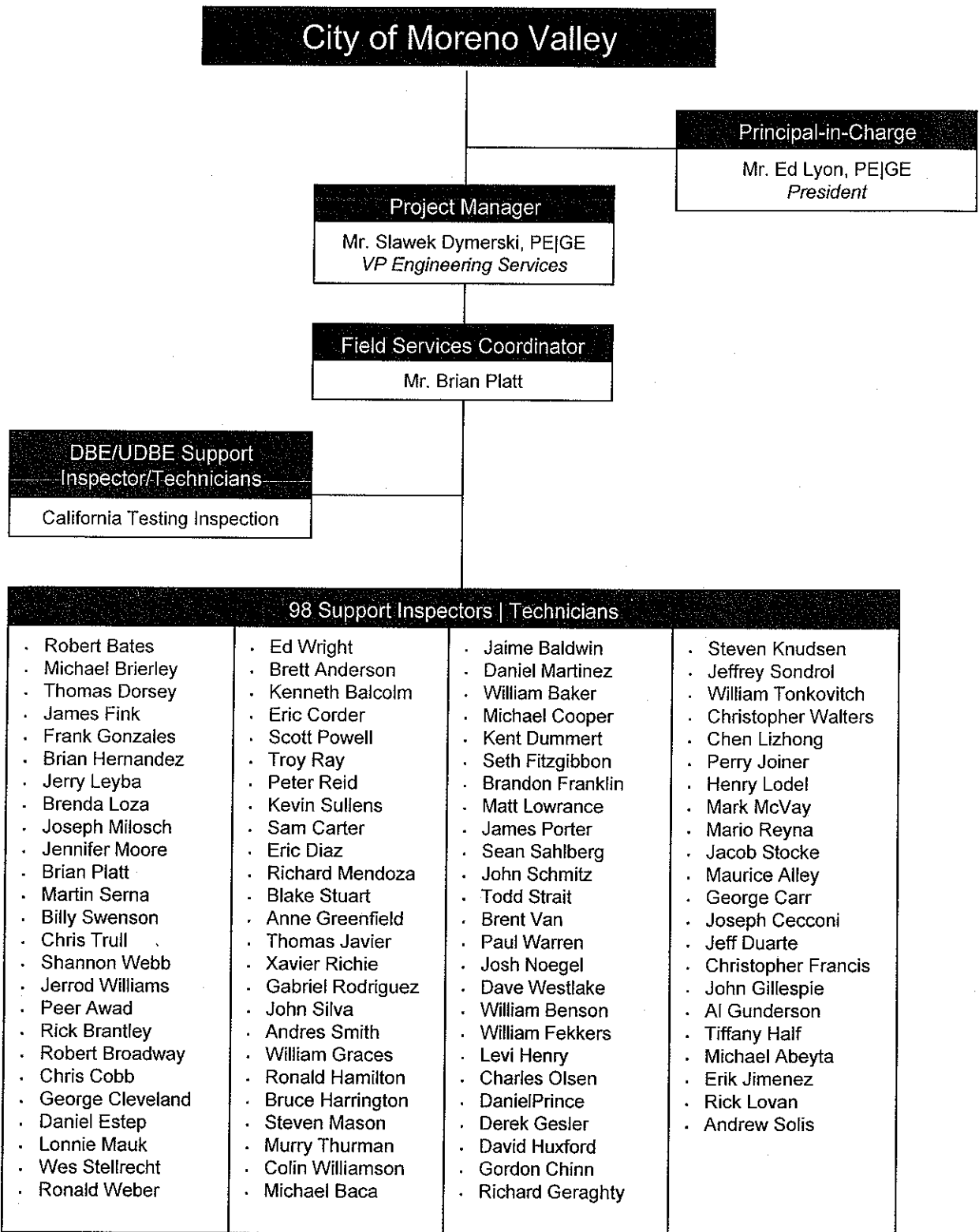
Section 1 | Organization Chart

Section 2 | Caltrans Matrix

Section 3 | Additional CTI Resume

Section 4 | DBE|UDBE Forms

Section 5 | Revised Fees



12/18/2010

Name	CT	AG	AMS	ICC	Reinforced Concrete	Q	Freestressed Concrete	Structural Masonry	Structural Welding	Structural Steel & Welding	Structural Steel & Bolted	Sprayed-on Fireproofing	Inspector/Tester	Office
Michael Bata													CT, AG, ICC	Columboga
Robert Bares													AMS	Columboga
Richard Brantley													CT, AG, ICC	Columboga
Samuel Carter													AG, ICC	Columboga
George Cleveland													CT, AMS, ICC	Columboga
Chris Cobb													AG, AMS	Columboga
Eric Durr													CT, AG, ICC	Columboga
Tom Dorsey													CT	Columboga
Daniel Erceg													AG, AMS, ICC	Columboga
Frank Gonzales													CT, AG	Columboga
William Graves													AG, AMS, ICC	Columboga
Erk Hinnert													CT	Columboga
Robin Jimenez													ICC	Columboga
Phillip Kasechey													AG, AMS, ICC	Columboga
Cary Larrick													CT, AG, ICC	Columboga
Arny Lovha													ICC	Columboga
Rick Lovan													AG, AMS, ICC	Columboga
Brenda Lutz													CT, AG, ICC	Columboga
Lonnie Matak													CT	Columboga
Richard Mendez													AG, AMS, ICC	Columboga
Jennifer Moore													CT, AG	Columboga
Brian Platt													AG, AMS, ICC	Columboga
Scott Powell													CT, AG, ICC	Columboga
Paer Reid													CT, AG	Columboga
Rick Logan													CT, AG	Columboga
Martin Seena													CT, AG, ICC	Columboga
Andrew Sells													CT	Columboga
Wesley Steffens													CT, AG	Columboga
Preston Sullivan													CT, AG	Columboga
Kevin Sullivan													AG, ICC	Columboga
Billy Swanson													CT, AG, ICC	Columboga
Chris Troll													CT, AG	Columboga
Jarrod Williams													CT	Columboga

**Mr. Arunas Leskys**

Specila Independent Field Inspector

Education

BS Science, Arizona State University,  
Tempe, AZ

Construction Mangement, Del E. Webb  
School of Construciton Management

Professional Certifications

ACI, Concrete Field Testing Grade I  
CPN Nuclear Gauge Operator

Mr. Leskys has more than 10 years of expertise in the construction industry, including construcion management of commercial and public projects, quality control and enforcement of codes during the construction process.

Mr. Leskys' experience includes Materials Laboratory Techician, Field Services Supervisor, Field Concrete Testing and Sampling, and Quality Assurance of Concrete Batch Plants process. He also has more than four years experience assisting Project Managers and Superintendents with the day-to-day construcion process, coordination of subcontractors, aand management of cost and implementation of change orders.

Related Projects

- Ocean Trails/Trump International, Rancho Palos Verdes, CA - Golf course and residential developement
- LAUSD - Various school projects, providing QA services for batch plant inspections, soils inspections, concrete inspecitons and sampling
- Downtown Disney, Anaheim, CA
- Boeing Harbor Gateway Redevelopment, Torrance, CA

EXHIBIT 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

LOCAL AGENCY: City of Moreno Valley LOCATION: Moreno Valley

PROJECT DESCRIPTION: Materials Testing / Geotechnical Services for Nason/SR-60 Interchange

PROPOSAL DATE: November 18, 2010

PROPOSER'S NAME: RMA Group

CONTRACT UDBE GOAL (%): 5.3%

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE
	materials testing	DBE #37594	Construction Testing Insp.	\$11,667.06
		WBE	915 San Mateo ST, Ste. 201	6.8%
			Los Angeles, CA 90021	

**For Local Agency to Complete:**

Local Agency Proposal Number: \_\_\_\_\_

Federal-Aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

Proposal Date: \_\_\_\_\_

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Local Agency Representative

(Area Code) Telephone Number: \_\_\_\_\_

Total Claimed UDBE Commitment 6.8 %

*[Signature]*  
Signature of Proposer

12/8/2010 909.989.1751  
Date (Area Code) Tel. No.

Ed Lyon, PE|GE  
Person to Contact (Please Type or Print)

Local Agency Proposer UDBE Commitment (Consultant Contracts)  
(Rev 6/27/09)

Distribution: (1) Original - Local agency files

EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

LOCAL AGENCY: City of Moreno Valley LOCATION: Moreno Valley

PROJECT DESCRIPTION: Materials Testing / Geotechnical Services for Nason/SR-60 Interchange

TOTAL CONTRACT AMOUNT (\$): November 18, 2010

PROPOSER'S NAME: RMA Group

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT. NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE
	<u>materials testing</u>	<u>DBE #37594</u>	<u>Construction Testing Insp</u> <u>915 San Mateo ST, Ste.</u> <u>201</u> <u>Los Angeles, CA 90021</u>	<u>\$3,500.00</u>

<p><b>For Local Agency to Complete:</b></p> <p>Local Agency Contract Number: _____</p> <p>Federal-Aid Project Number: _____</p> <p>Federal Share: _____</p> <p>Contact Award: _____</p> <p>Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.</p> <p>Print Name _____ Signature _____ Date _____</p> <p>Local Agency Representative</p> <p>(Area Code) Telephone Number: _____</p>		<p>Total Claimed DBE Participation <u>\$ 3,500.00</u></p> <p><u>2.0</u> %</p> <p><i>[Signature]</i></p> <p>Signature of Proposer</p> <p><u>12/8/2010</u> <u>909.989.1751</u></p> <p>Date (Area Code) Tel. No.</p> <p><u>Ed Lyon, PE GE</u></p> <p>Person to Contact (Please Type or Print)</p>
<p><b>For Caltrans Review:</b></p> <p>Print Name _____ Signature _____ Date _____</p> <p>Caltrans District Local Assistance Engineer</p>	<p>Local Agency Proposer DBE Information (Consultant Contracts) (Rev 6/27/09)</p>	

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(2) Original - Local agency files







COMPANY: RMA Group		SCOPE OF WORK Materials Testing		DATE: 11/18/2010	REV: 12/8/2010
PROJECT: SR-60 Nason Street Interchange Improvements					
<b>DIRECT LABOR</b>					
<b>PERSONNEL</b>	<b>FUNCTION</b>	<b>HOURS</b>	<b>RATE</b>	<b>AMOUNT</b>	
Slawek Dymerski	Materials Engineer	60	@ \$ 72.11	\$4,326.60	
Brian Platt	Field Supervisor	60	@ \$ 42.37	\$2,542.20	
Jennifer Moore / Jerry Leyba	Materials Testing Technician Regular	350	@ \$ 37.61	\$13,163.50	
Jennifer Moore / Jerry Leyba	Materials Testing Technician Night	200	@ \$ 38.61	\$7,722.00	
Carl Bachler	Laboratory Manager	85	@ \$ 27.88	\$2,369.80	
Mary McDow	Administrative	40	@ \$ 22.00	\$880.00	
<b>TOTAL HOURS</b>		<b>795</b>	<b>TOTAL DIRECT LABOR</b>		<b>\$31,004.10</b>
<b>MULTIPLIERS</b>					
Combined overhead & payroll		138.00% (of Total Direct Labor)		\$42,785.66	
				<b>TOTAL MULTIPLIERS</b>	<b>\$42,785.66</b>
<b>OTHER DIRECT EXPENSES</b>					
<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>AMOUNT</b>	
Aggregate Gradation (CT202)	30	tests @	125	\$3,750.00	
Sand Equivalent (CT217)	30	tests @	95	\$2,850.00	
LA Rattler (CT211)	2	tests @	190	\$380.00	
Cleanness Value (CT227)	10	tests @	225	\$2,250.00	
Mortar Strength of Sand (CT515)	2	tests @	650	\$1,300.00	
Durability (CT229)	10	tests @	175	\$1,750.00	
Aggregate Moisture (CT226)	30	tests @	18	\$540.00	
Soundness (CT214)	5	tests @	485	\$2,425.00	
Specific Gravity & Absorption (CT206,207)	5	tests @	130	\$650.00	
Comp Strength of Cylinders (C172,CT521)	60	tests @	27	\$1,620.00	
Tension and Bend Rebar	10	tests @	85	\$850.00	
% Crushed Particles (CT205)	2	tests @	125	\$250.00	
R-Value (CT301)	2	tests @	250	\$500.00	
Relative Compaction (CT216)	75	tests @	165	\$12,375.00	
Binder Content	5	tests @	150	\$750.00	
Binder Content Calibration	2	tests @	250	\$500.00	
Hveem Stability and Density	5	tests @	275	\$1,375.00	
Maximum Theoretical Specific Gravity	5	tests @	150	\$750.00	
Field Truck with Equipment	550	hours @	5.5	\$3,025.00	
Nuclear Test Gage	468	hours @	1.75	\$818.13	
<b>TOTAL OTHER DIRECT EXPENSES</b>				<b>\$38,708.13</b>	
<b>OUTSIDE SERVICES (w/o fee)</b>					
<b>COMPANY</b>	<b>LABOR</b>	<b>MULTIPLIER</b>	<b>EXPENSES</b>	<b>TOTAL</b>	
California Testing and Inspection	\$2,581.60	\$4,285.46	\$8,300.00	\$15,167.06	
				<b>TOTAL OUTSIDE SERVICES</b>	<b>\$15,167.06</b>
<b>FEES</b>					
RMA GROUP @	10.00% (of Direct Labor + Multipliers + Outside Services)			\$8,895.68	
				<b>TOTAL FEES</b>	<b>\$8,895.68</b>
				<b>SUB TOTAL</b>	<b>\$136,560.62</b>
<b>Additional Services</b>					
As requested by the City of Moreno Valley and / or the Resident Engineer					
				<b>TOTAL ADDITIONAL SERVICES</b>	<b>\$35,000.00</b>
				<b>TOTAL COST</b>	<b>\$171,560.62</b>

<b>COMPANY:</b> CTI	<b>SCOPE OF WORK</b> Materials Testing	<b>DATE:</b> 12/6/2010	<b>REV:</b>
<b>PROJECT:</b> SP-60 Nason Street Interchange improvements			

**DIRECT LABOR**

PERSONNEL	FUNCTION	HOURS	RATE	AMOUNT
Batch Plant Inspector	Inspection	60	\$ 39.36	\$2,361.60
Project Management	Reports and review	4	\$ 55.00	\$220.00

TOTAL HOURS 64      TOTAL DIRECT LABOR \$2,581.60

**MULTIPLIERS**

Combined overhead & payroll	166.00% (of Total Direct Labor)	\$4,285.46
<b>TOTAL MULTIPLIERS</b>		<b>\$4,285.46</b>

**OTHER DIRECT EXPENSES**

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Aggregate Gradation (CT202)	10	tests	@ 125	\$1,250.00
Sand Equivalent (CT217)	10	tests	@ 95	\$950.00
LA Rattler (CT211)		tests		
Cleanness Value (CT227)	10	tests	@ 190	\$1,900.00
Mortar Strength of Sand (CT515)		tests		
Durability (CT229)		tests		
Aggregate Moisture (CT226)		tests		
Soundness (CT214)		tests		
Specific Gravity & Absorption (CT206,207)	5	tests	@ 130	\$650.00
Comp Strength of Cylinders (C172,CT521)		tests		
Tension and Bend Rebar		tests		
% Crushed Particles (CT205)	2	tests	@ 125	\$250.00
R-Value (CT301)		tests		
Relative Compaction (CT216)	20	tests	@ 165	\$3,300.00
Binder Content		tests		
Binder Content Calibration		tests		
Hveem Stability and Density		tests		
Maximum Theoretical Specific Gravity		tests		
Field Truck with Equipment		hours		
Nuclear Test Gage		hours		

TOTAL OTHER DIRECT EXPENSES \$8,300.00

**OUTSIDE SERVICES (w/o fee)**

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
<b>TOTAL OUTSIDE SERVICES</b>				

**FEEES**

		TOTAL FEES	
		<b>TOTAL COST</b>	<b>\$15,167.06</b>

Multiplier = 138%  
 Fee = 10%

STAFF LABOR RATE INFORMATION

Name/Classification <sup>1</sup>	Hourly Billing Rates			Effective date of hourly rate		Actual/average hourly rate <sup>2</sup>	% or \$ increase	Hourly range for class
	Straight	OT(1.5x)	OT(2x)	From	To			
Principal Engineer	251.72	251.72	251.72	1/1/2011	12/31/2013	96.15	0%	96.15
Materials Engineer	188.78	188.78	188.78	1/1/2011	12/31/2013	72.11	0%	57.69 - 72.11
Project Manager	188.78	188.78	188.78	1/1/2011	12/31/2013	72.11	0%	48.07 - 72.11
Lab Manager	78.54	78.54	78.54	1/1/2011	12/31/2013	30.00	0%	21.65 - 35.00
Field Supervisor	113.28	169.92	226.56	1/1/2011	12/31/2013	43.27	0%	38.46 - 52.88
Materials Testing Technician	98.46	147.69	196.93	1/1/2011	12/31/2013	37.61	0%	31.51 - 39.61
Materials Testing Technician Night	101.08	151.62	202.16	1/1/2011	12/31/2013	38.61	0%	31.51 - 40.61
Special Inspector	103.12	154.68	206.25	1/1/2011	12/31/2013	39.39	0%	31.51 - 41.61
Plant Inspector	103.12	154.68	206.25	1/1/2011	12/31/2013	39.39	0%	31.51 - 41.61
Non Destructive Testing Technician	108.36	162.54	216.72	1/1/2011	12/31/2013	41.39	0%	41.39 - 46.00
Administrative	57.60	86.39	115.19	1/1/2011	12/31/2013	22.00	0%	15.00 - 30.00

## Required Statement

Our hourly rate schedule is part of our proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.

## Lab Aggregates

Description	Rate/Cost
Abrasion by Los Angeles Rattler (CTM 211)	\$190.00
Cleanness Value - Fine or Coarse (CTM 227)	\$225.00
Deleterious Substance Determination	\$120.00
Dry Rodded Unit Weight	\$100.00
Durability Index - Fine & Coarse (CTM 229)	\$275.00
Durability Test – Coarse (CTM 229)	\$175.00
Durability Test – Fine (CTM 229)	\$145.00
Fineness Modulus	\$90.00
Flat and Elongated Pieces - (per size fraction)	\$225.00
Fractured Faces - (per size fraction) (CTM 205)	\$100.00
Light Weight Particles	\$200.00
Moisture Content (CTM 226)	\$18.00
Organic Impurities (CTM 213)	\$95.00
Percent Clay in Sands by Hydrometer	\$215.00
Percentage Crushed Particles (CTM 205)	\$125.00
Potential Reactivity - Chemical Method	\$350.00
Sand Equivalent (CTM 217)	\$95.00
Sieve Analysis-Fine & Coarse Aggregates (CTM 202)	\$125.00
Sieve Analysis-Fine Aggregates (passing No. 4) (CTM 202)	\$100.00
Sieve Analysis-Coarse Aggregates (Retained on No 4) (CTM 202)	\$95.00
Soundness by Sodium Sulfate-(Coarse Series) (CTM 214)	\$375.00
Soundness by Sodium Sulfate (Fine Series) (CTM 214)	\$485.00
Specific Gravity & Absorption of Coarse Aggregate (CTM 206)	\$95.00
Apparent Specific Gravity of Fine Aggregate (CTM 208)	\$105.00
Specific Gravity & Absorption of Fine Aggregate (CTM 207)	\$130.00
Fine Aggregate Angularity (T304)	\$125.00

## Lab Asphalt

Description	Rate/Cost
Film Stripping	\$150.00
Kc Factor	\$125.00
Kf Factor	\$125.00
Moisture Vapor Susceptibility	\$250.00
Swell Potential (CAL 305)	\$165.00
Bulk Specific Gravity Per Specimen (ASTM Saturated Surface Dry)	\$25.00
Bulk Specific Gravity (ASTM Saturated Surface Dry Cores)	\$25.00
Bulk Specific Gravity Per Specimen (ASTM Parafilm Coated)	\$35.00
Bulk Specific Gravity (ASTM Parafilm Coated Cores)	\$35.00
Bulk Specific Gravity (CTM 308 Method A)	\$30.00
Bulk Specific Gravity (CTM 308 Method A Cores)	\$30.00
Bulk Specific Gravity (CTM 308 Method C)	\$25.00
Bulk Specific Gravity (CTM 308 Method C Cores)	\$25.00
Field Test Maximum Density (CAL 375)	\$125.00
Lab Test Maximum Density (CAL 375)	\$195.00
Lab Test Maximum Density - Hveem Method (CTM 304)	\$195.00
Lab Test Maximum Density - Marshall Method	\$195.00
Theoretical Maximum Specific Gravity - Rice	\$175.00
Marshall Stability and Flow - lab compacted	\$225.00
Marshall Stability and Flow - field compacted	\$175.00
Hveem Stability (CTM 366)	\$195.00
Hveem Stability and Density (CTM 304, 366)	\$225.00
Moisture Content of Mix (CAL 370)	\$25.00
Moisture Content of Mix (CAL 310)	\$150.00
Tensile Strength Ratio (AASHTO T283)	\$750.00
Surface Abrasion Test (CAL 360)	\$625.00
Extraction - Percent Asphalt by Ignition Oven (CTM 382)	\$105.00
Extraction - Percent Asphalt by Ignition Oven - Calibration (CTM 382)	\$215.00
Extraction - Percent Asphalt by Solvents (Vacuum)	\$165.00
Extraction - Percent Asphalt by Solvents (Centrifuge)	\$165.00
Gradation of Extracted Aggregate (CTM 202)	\$125.00
Percent Voids (CAL 367)	\$275.00
Percent Residue by Evaporation (ASTM D244)	\$175.00
Emulsion Sieve Test (ASTM D244)	\$115.00
Wet Tract Abrasion (ASTM D3910)	\$150.00

## Lab Concrete

Description	Rate/Cost
Mix Design Review - Calculation Only	\$300.00
Concrete Cylinder Cured and/or Compression Tested (CTM 521)	\$27.00
Compression Test Cores-8" maximum diameter, including trimming	\$65.00
Insulating Concrete Cylinders - Compression Test	\$45.00
Insulating Concrete Cylinders - Constant Weight	\$45.00
Flexural Strength-Concrete Beams (CTM 523, 524)	\$95.00
Gunite Compression Tests	\$35.00
Shotcrete Compression Tests	\$45.00
Concrete Modulus of Elasticity	\$175.00
Concrete Shrinkage Test (set of 3)	\$430.00
Cement Content of Hardened Concrete	\$1,750.00
Splitting Tensile Test	\$75.00
Unit Weight of Cylinders	\$55.00
Air Content CAL 504	\$70.00
Ball Penetration CAL 533	\$70.00
Slab Moisture Test	\$95.00
Side to Side Crush (CCTIT-108)	\$21.00
Water Retention of Liquid Curing Compound - CTM 534	\$425.00
Length of Drilled Cores CTM 531	\$45.00
Surface Abrasion of Concrete (CT 550)	\$400.00
Density of Spray Applied Fire Proofing	\$75.00
Engineering Review - Concrete Mix Design	\$135.00

## Lab Masonry

Description	Rate/Cost
Block Compressive Strength Test (set of 3)	\$65.00
Block, as Received Moisture & Absorption (set of 3)	\$40.00
Block, Lineal Shrinkage ASTM C426 (set of 3)	\$275.00
Block, Unit Weight and Dimensions (set of 3)	\$195.00
Block, Conformance to ASTM C90 (set of 9)	\$550.00
Brick, Compression (set of 3)	\$65.00
Brick, as received Moisture & Absorption (set of 3)	\$50.00
Brick, 5 hr Boil	\$95.00
Brick, Modulus of Rupture	\$95.00
Mortar Compression Test (2" x 4" Cylinder)	\$30.00
Grout Compression Test (3" x 6" Prism)	\$30.00
Masonry Cores, Compression - 8" max. diameter	\$45.00
Masonry Cores, Shear - 8" max. diameter	\$55.00
Tensile Test - CMA Method	\$65.00
Masonry Assemblage Compressive Strength 8" Block	\$65.00
Masonry Assemblage Compressive Strength 12" Block	\$80.00
Masonry Assemblage Compressive Strength 16" Block	\$105.00
Trimming of Test Specimens	\$20.00
Cube Compression Test 2x2x2	\$30.00
Roof Tile Conformance (set of 10)	\$425.00
Mortar Strength of PCC Sand - CTM 515	\$650.00

## Lab Steel

Description	Rate/Cost
Tension & Bend - Rebar (No. 11 or smaller)	\$85.00
Tension & Bend - Rebar (No. 14)	\$95.00
Tension & Bend - Rebar (No. 18)	\$130.00
Chemical Analysis	\$350.00
Tension Test - Rebar	\$55.00
Bend Test - Rebar	\$40.00
Tension Test - Structural Steel	\$75.00
Bend Test - Structural Steel	\$65.00

## Lab Soil

Description	Rate/Cost
Atterberg Limits	\$195.00
California Bearing Ratio – Corps. Eng. Method	\$425.00
Consolidation (no time rate)	\$175.00
Consolidation (with time rates)	\$250.00
Direct Shear	\$190.00
Expansion Index (UBC Standard 29-2)	\$150.00
Permeability of Soil	\$225.00
Hydro Collapse Potential	\$125.00
Hydrometer Analysis	\$215.00
Lab Density Determinations by Drive Tube	\$15.00
Lab Moisture Determinations	\$8.00
Matric Suction - Filter Paper Method	\$95.00
Maximum Density - Optimum Moisture (ASTM D1557)	\$150.00
Calif Impact Max Density (CAL 216)	\$165.00
Percent Organic Materials	\$35.00
pH & Resistivity of Soils Saturated Paste	\$45.00
R-Value	\$250.00
Sand Equivalent (CTM 217)	\$95.00
Sieve Analysis of Soils (CTM 202)	\$125.00
Sieve Analysis of Soils - Wash Only	\$50.00
Soluble Sulfate	\$45.00
Specific Gravity of Soils (CTM 209)	\$150.00
Swell Potential	\$175.00
Unconfined Compression Test	\$125.00
ESP - Sodium Exchange Potential	\$45.00
Soil Cement (set of 3)	\$450.00
Shrinkage factor by Resin	\$120.00
Maximum Density - Optimum Moisture Soil Cement (ASTM D558)	\$195.00
Laboratory Specimen Preparation D559	\$65.00
Compression Test Soil Cement D1633	\$35.00
Chloride Content (CTM 422)	\$30.00
Corrosion Testing CTM 643	\$95.00



**Exploratory Equipment**

Description	Rate/Cost
Dutch Cone Penetrometer	\$185.00
Portable Drilling Equipment	\$250.00
Backhoe	\$95.00
Bucket Auger	\$275.00
Hollow Stem Auger	\$225.00
Air Rotary Drill Rig	\$325.00
Rotary Wash Drill Rig	\$325.00

**Laboratory Equipment**

Description	Rate/Cost
Concrete Strength Trailer	\$500.00
Onsite Concrete Cylinder Curing Facility	\$425.00
Onsite Asphalt Laboratory	\$575.00
Profilograph – 4 hour shift	\$750.00
Profilograph – 8 hour shift	\$1,400.00

**Coring Equipment**

Description	Rate/Cost
Asphalt Core Rig and Operator (4 to 6 inch)	\$100.00
Portland Cement Concrete Core Rig and Operator (4 to 6 inch)	\$110.00
Horizontal Wall Coring with Operator and Assistant	\$190.00
Coring Bit Wear (cost per inch)	\$2.00
Profilograph – 8 hour shift	\$1,400.00

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## General Notes

### General Charges

- Inspection charges start at the scheduled show up time at the job site. There will be a minimum Two (2) hour show up charge and a minimum four (4) hour charge for all inspections and a minimum eight (8) hours for any work over four (4) hours.
- RMA requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.
- Outside services will be billed at cost plus 10%, unless billed directly to and paid for by client.

### Overtime Charges

- Work performed in excess of 8 hours per day and/ or on Saturdays will be charged at 1.5 times the unit rate for the appropriate personnel.
- Work performed on Sunday or recognized holidays will be charged at 2.0 times the unit rate for the appropriate personnel.

### Per Diem and Travel Charges

- An \$85.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.
- Travel time to remote locations will be billed at the rate for the personnel performing the work while traveling to a remote location or a location requiring overnight stay.

**San Francisco Office**  
1000 California Street  
San Francisco, CA 94109  
415.774.1200

**San Jose Office**  
1000 California Street  
San Jose, CA 95128  
415.774.1200

**San Francisco Office**  
1000 California Street  
San Francisco, CA 94109  
415.774.1200

**Livermore Office**  
257 Wright Brothers Avenue  
Livermore, CA 94551  
925.243.6662

**San Jose Office**  
6296 San Ignacio Avenue Suite A  
San Jose, CA 95119  
408.362.4920



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CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT "C"**

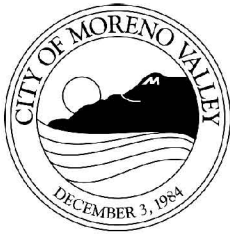
## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$171,560.62.
2. The consultant will submit an invoice to the City once a month for work completed based on milestones completed and accepted by the City, which documentation evidencing milestones completed to date (refer to milestones identified in Section VIII, Payment to Consultant in Exhibit "A" – City's Request for Proposal). At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.

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Revised 10/13/09

**EXHIBIT "D"**

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** January 11, 2011

**TITLE:** AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SURVEY SERVICES FOR THE SR-60/NASON INTERCHANGE IMPROVEMENTS PROJECT -- PROJECT NO. 98-25897

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### RECOMMENDED ACTION

Staff recommends that the City Council:

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, in the form attached hereto.
3. Authorize the issuance of Purchase Orders totaling \$145,258 to PSOMAS when the contract has been signed by all parties.

### BACKGROUND

The overall purpose of the SR-60/Nason Street Interchange Improvements Project is to improve the SR-60/Nason Street interchange ramps through reconstruction and realignment, while providing a design that accommodates future bridge improvements. This project is within the State of California's jurisdiction (Caltrans) and, therefore, is subject to Caltrans procedures and approvals.

On February 24, 2009, the City entered into a Construction Cooperative Agreement that established the City's and Caltrans' responsibilities during the construction phase, including authorization for the City to advertise, award, and administer the project construction.

The project plans were approved by Caltrans on February 25, 2010. On September 20, 2010, Caltrans and FHWA approved the federal funding package, consisting of full federal funding for project construction. The September 20, 2010 approval also authorized the City to advertise and construct the project. It is anticipated that the City Council will appropriate the additional project funds and award the construction contract at its January 11, 2011 meeting.

The project was advertised. Bids were opened on December 6, 2010. Construction is expected to start mid-February 2011.

## **DISCUSSION**

The Construction Cooperative Agreement with Caltrans requires that the City meet Caltrans field survey requirements on the project. The project's federal funds also require the City to advertise for proposals when the services are expected to exceed \$100,000. The City issued a Request for Proposal (RFP) to provide survey services based on the construction plans, specifications, and Caltrans requirements. On November 18, 2010, staff received six (6) proposals. A selection team of staff reviewed the proposals and ranked them in order based on firm experience and qualifications, experience of key personnel on projects within Caltrans' right-of-way, and project approach.

Staff has completed negotiations with the top-ranked survey firm and is recommending awarding a professional services agreement for construction-related survey services to PSOMAS. Services performed will be on an as-needed basis, and will consist of field survey layout under the direction of a licensed Land Surveyor, providing all required survey equipment and experienced staff within 48 hours' notice, setting monument ties and staking all proposed improvements in accordance with the Caltrans Survey Manual. Purchase Orders totaling \$145,258 will be issued for this agreement.

Federal funds require the establishment of project goals for use of Disadvantaged Business Enterprises (DBE). The consultant has met the minimum project goals for Disadvantaged Business Enterprise (DBE) participation to be eligible for award.

The City successfully applied for Surface Transportation Program – Local (STPL) funds and Transportation Efficiency Act of the 21<sup>st</sup> Century (TEA 21) Demonstration funds for the construction phase for the SR-60/Nason project. In August 2010, the Riverside County Transportation Commission (RCTC) made additional federal funds available to eligible County projects. The SR-60/Nason project met the eligibility criteria. The project was submitted to Caltrans and FHWA, requesting federal funds for the remaining amount of construction along with federal funds to fully cover the local match.

Toll credits are earned when local and state funds are used to construct toll facilities. The federal government credits states for their investment in these projects by allowing the use of toll credits to offset other transportation expenditures. Credits earned may be applied toward the non-federal matching share of programs authorized by Title 23, U.S.C. Caltrans has authorized the use of toll credits in-lieu of non-federal match for this project, resulting in 100% reimbursement of construction costs. The required City



matches of 11.47 percent for STPL Funds and 20 percent for Federal Demonstration Funds, respectively, have been replaced by toll credits.

**ALTERNATIVES**

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, authorize the City Manager to execute said “Agreement for Professional Consultant Services” with PSOMAS, in the form attached hereto, and authorize the issuance of Purchase Orders totaling \$145,258 to PSOMAS when the contract has been signed by all parties. *This alternative will allow for the completion of much needed improvements.*
  
2. Do not 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, do not authorize the City Manager to execute said “Agreement for Professional Consultant Services” with PSOMAS, in the form attached hereto, and do not authorize the issuance of Purchase Orders totaling \$145,258 to PSOMAS when the contract has been signed by all parties. *This alternative will delay the completion of much needed improvements.*

**FISCAL IMPACT**

The project is included in the Fiscal Year 2010-2011 Capital Improvement Program. Because no City match is required, 100% of the project cost is reimbursable from federal funds. There is no impact to the General Fund.

**FY 2010/2011 BUDGET FOR CONSTRUCTION (INCLUDING ADDITIONAL APPROPRIATION)**

Federal Demonstration Funds (125.66929).....	\$ 3,377,000
Demonstration Funds Toll Credits (125.NEW) .....	\$ 844,000
STPL Funds (125.67029).....	\$ 9,453,000
STPL Toll Credits (125.NEW) .....	\$ 1,225,000
Total Available Funds.....	<u>\$14,899,000</u>

**FY 2010/2011 ESTIMATED CONSTRUCTION COSTS**

Construction Contract plus 20% Contingency .....	\$ 9,261,000
Agency and Material Expenses .....	\$ 500,000
Construction Management & Inspection Services .....	\$ 1,415,000
Construction Support Services (Geotechnical).....	\$ 172,000
Construction Support Services (Survey) .....	\$ 145,000
Administrative Costs (Staff & Miscellaneous)* .....	<u>\$ 300,000</u>
Total Estimated Costs .....	\$11,793,000

*\*Includes City project administration, printing, and other miscellaneous costs.*

**ANTICIPATED PROJECT SCHEDULE:**

Interchange Construction Start Date ..... February 2011  
 Interchange Construction End Date ..... February 2012

**CITY COUNCIL GOALS**

**REVENUE DIVERSIFICATION AND PRESERVATION:**

Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

The construction of improvements for this project requires the services of a professional survey firm. Staff has identified PSOMAS as the best-qualified firm to provide those services. The City Council is requested to approve the Agreement with PSOMAS in the amount of \$145,258, authorize the City Manager to execute the Agreement, and authorize the issuance of Purchase Orders to PSOMAS.

**ATTACHMENTS**

Attachment “A” – Agreement for Professional Consultant Services with PSOMAS

Prepared By:  
 Margery A. Lazarus  
 Senior Engineer, P.E.

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

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

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

**AGREEMENT FOR DESIGN PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 98-25897**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and PSOMAS, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

**RECITALS**

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

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

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

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

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

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

Attachment "A"

**AGREEMENT FOR DESIGN PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 98-25897**

**DESCRIPTION OF PROJECT**

1. The Project is described as professional consultant construction survey services for:

**SR-60/Nason Street Interchange Improvements**

**Project No. 98-25897**

**Federal Project No. HP21STPL-0027(012)**

**SCOPE OF SERVICES**

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on 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 \$145,258 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

**TERM OF AGREEMENT**

5. This agreement will terminate on **December 31, 2012** unless the termination date is extended by an amendment to the agreement.

**AGREEMENT FOR DESIGN PROFESSIONAL  
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PROJECT NO. 98-25897**

**TIME FOR PERFORMANCE**

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 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.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10 (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.

**AGREEMENT FOR DESIGN PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 98-25897**

**SPECIAL PROVISIONS**

11. 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.

12. 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.

13. 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 subconsultant employed by the other party.

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

15. (a) To the maximum extent allowable by law, the Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands,

**AGREEMENT FOR DESIGN PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 98-25897**

damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct 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 negligence or willful misconduct of the City, RDA and CDS, 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.

16. (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.

**AGREEMENT FOR DESIGN PROFESSIONAL  
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PROJECT NO. 98-25897**

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

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

	<u>General Liability</u>
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

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

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the



**AGREEMENT FOR DESIGN PROFESSIONAL  
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minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

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

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their 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.

**AGREEMENT FOR DESIGN PROFESSIONAL  
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(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

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

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance 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

**AGREEMENT FOR DESIGN PROFESSIONAL  
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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.

17. 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 legally employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

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

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, immediately upon request in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

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The City reserves the right to ask for a hard copy and/or an electronic copy of the documents developed to date at any time during the period of this agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(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 projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without cause on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. 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.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, in both hard

**AGREEMENT FOR DESIGN PROFESSIONAL  
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PROJECT NO. 98-25897**

copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(d) The City agrees to hold the Consultant harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) 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.

21. 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

**AGREEMENT FOR DESIGN PROFESSIONAL  
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PROJECT NO. 98-25897**

Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. 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.

24. 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.

**AGREEMENT FOR DESIGN PROFESSIONAL  
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25. 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.

26. 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.

27. Subject to the provisions of Section 19 (a) above, all plans, drawings, specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon demand by the City, be delivered to and become the property of the City for the limited use as set out above, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. 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

PSOMAS

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

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

\_\_\_\_\_  
Date:

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

\_\_\_\_\_  
Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head (if contract exceeds \$15,000)
_____ Date

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

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

\_\_\_\_\_  
Date

- Attachments:    Exhibit "A" – City's Request for Proposal  
                  Exhibit "B" – Consultant's Proposal  
                  Exhibit "C" – City's Responsibility  
                  Exhibit "D" – Terms of Payment



**REQUEST FOR PROPOSAL  
FOR PROFESSIONAL CONSULTANT SERVICES  
SR-60 / NASON STREET INTERCHANGE IMPROVEMENTS  
EA 323001  
PROJECT NO. 98-25897**

**I. INVITATION**

You are hereby invited to submit a Proposal for Professional Consultant Construction Surveying Services associated with the SR-60 / NASON STREET INTERCHANGE IMPROVEMENTS as shown on the Plans and Specifications.

Five (5) copies (one of the copies will be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk) of your Proposal shall be submitted no later than 1:00 pm, November 18, 2010 addressed to Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Margery Lazarus, P.E., Senior Engineer.

**II. PROJECT DESCRIPTION**

The project site is located at the State Route (SR) 60 Interchange and Nason Street in City of Moreno Valley, CA. The work of this project generally includes reconstruction and realignment of all four Nason Street/SR-60 freeway ramps with auxiliary lanes at the eastbound on-ramp and the westbound off-ramp, installation of signalization at the ramp/Nason Street intersections, widening of Nason Street between the eastbound ramps and Fir Avenue, and new sidewalk/bikeway on the west side of Nason Street. The work lies within and in the vicinity of State of California (Caltrans) and City of Moreno Valley rights of way. The work includes Asphalt Concrete (AC) paving, concrete retaining walls, tree removal, roadway excavation, rock excavation, imported borrow, drainage pipes and minor concrete structures, concrete curb and gutter, rock slope protection, traffic control, signing, striping, traffic and ramp meter signals, traffic signal interconnect, planting, irrigation, erosion control, utility coordination, and related work.

**III. PROJECT BUDGET**

The City of Moreno Valley will fund the construction with Federal (STPL, TEA21 and Toll Credits) and Local Funds.

**IV. SCOPE OF ENGINEERING SERVICES**

The City intends to select one firm through this RFP process. The selected Consultant will be required to have personnel available for assignment to this project who have successfully provided professional services as it relates to all activities of public works construction surveying. The Consultant selected shall provide surveying services with personnel experienced and trained in survey layout for the construction of public works improvements and particularly Caltrans construction required for this project. The minimum field personnel experience required includes five (5) years of construction surveying of increasingly complex public works and Caltrans projects. The Consultant firm selected must also provide all equipment and supplies necessary to perform the surveying services for the construction of the improvements and support services necessary to complete the scope of work. It is expected that the Consultant selected to fulfill this contract will be able to provide qualified

Exhibit "A"

survey personnel on an as needed basis with 48-hour notice for construction surveying for the duration of the construction project and as necessary during close out of the project.

The Consultant surveyors shall be familiar with the industry standards of practice for the execution of quality public works construction projects and shall be able to understand and interpret public works construction plans and specifications; Caltrans Standard Plans and Specifications; City codes, ordinances and standards; Eastern Municipal Water District (EMWD) standards; Riverside County Flood Control and Water Conservation District (RCFCD) standards; and California Occupational Safety and Health Administration (OSHA) Construction Safety Orders. The Consultant surveyors shall be able to interact professionally with contractors, engineers, inspectors, property owners, business owners, and the public at large; coordinate with other City personnel, Caltrans personnel and consultants; promote quality customer service and a professional image of the City; and respond promptly and courteously to requests. The Consultant surveyors and support personnel shall be able to follow verbal and written instructions and communicate clearly and concisely, both orally and in writing.

The Consultant surveyors must be under the responsible charge of a person registered by the California State Board of Registration for Professional Engineers and Land Surveyors as a Land Surveyor. (Registration as a Civil Engineer prior to 1982 may be substituted for the registration as a Land Surveyor).

The Consultant shall provide public works construction surveying services for this project to generally include, but not be limited to, the following:

- Attend the pre-construction meeting.
- Establish and confirm horizontal and vertical control, as required.
- Set monument ties – Prior to the beginning of the construction, all monuments must be researched, tied out, and submitted to the Project Engineer. Monuments that are destroyed during construction shall be replaced per the 1997 Land Survey Act, Article 4, Section 464 – Corner Record. Tie sheets shall be submitted per the City of Moreno Valley Tie-Out Standard 601C and 601D on Mylar. Original monument tie-out sheets, corner records, and/or record of survey shall be provided to the City prior to the release of the final progress Payment. Assume two (2) monuments will need to be reset.
- Construction staking shall consist of stakes for proposed roadways, waterline improvements, utility improvements, storm drain improvements, cross gutter, sidewalk, concrete curb and gutter, AC pavement limits and grade control, AC berm (or dike), traffic signal equipment locations, fence, wall and related improvements as shown on the plans. Re-staking is to be identified separately on the invoice. Two (2) trips for on-site re-staking time (allow a maximum of two hours per trip) should be estimated for Proposal purposes.
- The Construction Surveying deliverables require performing construction surveying in accordance with the Caltrans Construction Manual, Caltrans Standard Plans, Caltrans Surveying Manual, and the various industry standards stated above in the "Scope of Engineering Services".

- The required work effort will ultimately be initiated through an itemized survey request from the City's Consultant Resident Engineer. The City expects its consultant's Field response time to each survey request shall not exceed 48 hours as specified in the Caltrans Standard Specifications.

**SUBMITTAL SCHEDULE**

Pre-proposal Conference .....November 10, 2010  
 City of Moreno Valley, Training Room, 9:00 am – 10:00 am  
 Proposal Due.....1:00 pm, November 18, 2010  
 Selection (Tentative).....Week of November 22nd, 2010  
 Notice to Proceed (Tentative).....Month of January 2010

**V. CONSULTANT'S PROPOSAL AND COMPENSATION**

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix shall list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on

**REQUEST FOR PROPOSAL FOR  
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each task listed, included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number of hours of survey work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. Construction support services Consultants are not required to provide a Project Schedule with milestones.

- G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
- A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change the sub-consultant without written permission from the City.**
- H. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
- I. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- J. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- K. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal.** All extra work will require prior approval from the City. The City requests the consultant to provide in the proposal the number of hours on the job, in addition to the cost proposal.
- L. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- M. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- N. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

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- O. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- P. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- Q. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.
- R. The Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposer's who obtain Disadvantaged Business Enterprise (DBE) participation on this contract will assist the City in meeting its overall DBE Annual Anticipated DBE Participation Level (AADPL) for the race-neutral program and race conscious program. The City has established an AADPL of 7.0% (1.7% Race Neutral; 5.3% Race Conscious) for the Federal Fiscal Year 2009/2010 beginning on October 1, 2009 and ending on September 30, 2010.

DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Consultant shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race-Neutral Program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race-Neutral Program utilizes measures that can assist a wide variety of small businesses including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces). Race-neutral DBE participation includes any time a DBE obtains a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does

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not carry a DBE goal or even if there is a DBE goal, wins a subcontract from a prime Consultant that did not consider its DBE status in making the award.

A race conscious program is focused specifically on assisting only Underutilized Disadvantaged Business Enterprises (UDBE). UDBEs are limited to those DBE's that are owned and controlled by African Americans, Asian Pacific Americans, Native Americans, and women.

Good faith efforts are required to meet the UDBE contract goals. In order to show a good-faith effort in obtaining a DBE Consultant or sub-consultant, the following criteria have been established:

1. The Consultant can meet the goal, documenting commitments for participation by UDBE firms sufficient to meet the goal.
2. Even if the Consultant does not meet the goal, the Consultant can document adequate good faith efforts. The Consultant must show that they took all necessary reasonable steps to achieve a UDBE goal.
3. A good-faith effort by the prime Consultant in trying to secure participation by UDBEs prior to award of this contract shall be documented and the documentation shall be submitted in writing. The following types of actions will be considered a part of the Consultants good faith efforts to obtain UDBE participation.
  - a. Soliciting through all reasonable and available means (e.g., attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified UDBEs who have the capability to perform the work of the contract. The Consultant must solicit this interest within sufficient time to allow the UDBEs to respond to the solicitation. The Consultant must determine with certainty if the UDBEs are interested by taking appropriate steps to follow-up initial solicitations.
  - b. Selecting portions of the work to be performed by UDBEs in order to increase the likelihood that the UDBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate UDBE participation, even when the prime Consultant might otherwise prefer to perform these work items with their own forces.
  - c. Providing interested UDBEs with adequate information about the requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - d. Negotiating in good faith with interested UDBEs. It is the Consultant's responsibility to make a portion of the work available to UDBE sub-consultants, and to select those portions of the work consistent with the available UDBE sub-consultants, so as to facilitate UDBE participation. Evidence of such negotiation includes:

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names, addresses, telephone numbers of UDBEs that were considered; a description of the information provided regarding the work selected for sub-consulting, and evidence as to why agreements could not be reached for UDBEs to perform the work.

- e. Not rejecting UDBEs as being unqualified without reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations or associations, and political or social affiliations are not legitimate causes for the rejection or non-solicitation of proposals in the Consultant's efforts to meet the project goal.
- f. Making efforts to assist interested UDBEs in obtaining bonding, lines of credit or insurance as required by the recipient Consultant.
- g. Making efforts to assist interested UDBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
- h. Effectively using the services of available minority or women community organizations, minority or women consulting groups, local, state and federal minority or women business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of UDBEs.

**S. Complete the attached forms:**

- 1. Disclosure of Lobbying Activities (Form LLL)
- 2. List of subconsultants.
- 3. Proposer's List of Subconsultants (DBE and Non-DBE) – Parts I and II.
- 4. Exhibit 10-O1 - Local Agency Proposer UDBE Commitment.
- 5. Exhibit 10-O2 - Local Agency Proposer DBE Information.

**VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES**

- A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.
- B. The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

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**VII. FEDERAL EMPLOYEE BENEFIT**

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants; Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms with the Proposal.

**VIII. PAYMENT TO CONSULTANT**

- A. This work is to be performed for a "Not-to-Exceed Fixed Fee."
- B. The Consultant shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks, submitted in a separate sealed envelope with cost proposal.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.
- D. The City will pay the Consultant for work completed as identified in the Payment Schedule.
- E. Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.
- F. Sub-categorization of tasks is permitted to better define the task for payment.
- G. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."
- H. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- I. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- J. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- K. Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant's proposal.



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**IX. INSURANCE**

- A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.
- B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

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.

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- E. A 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, its 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 Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

- F. 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.
- G. 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 coverage's 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 Agency, 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

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insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

- H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City Project Manager. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

**X. INDEMNIFICATION**

- A. **The Consultant agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), Riverside County Flood Control and Water Conservation District (RCFC & WCD), 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 sole negligence or willful misconduct of the Consultant, its officers, agents, or employees (PCC 20103.6).

**XI. TERMINATION FOR CONVENIENCE OF THE CITY**

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished

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or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

**XII. INDEPENDENT CONTRACTOR**

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Surveying Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

**XIII. CONTRACT**

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

**XIV. GENERAL CONDITIONS**

- A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

- B. The Consultant is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.
- C. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

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- D. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

**XV. SELECTION CRITERIA**

The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

- A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.
- B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- C. Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget.

**XVI. Other Requirements**

The following requirements are mandatory:

- A. The Agreement is subject to pre-award audit by Caltrans, which is estimated to take a minimum of thirty (30) calendar days from the time Caltrans receives the pre-award audit submittal. After the pre-award audit recommendations are received, the Consultant's Proposal shall be adjusted by the Contract Manager to conform to the audit recommendations. The Consultant agrees that any audit recommendations regarding the contract amount, the Consultant's Proposal, or individual items of cost may be incorporated into the contract at the State's sole discretion. Refusal by the Consultant to incorporate the audit recommendations will be considered a breach of contract terms and cause for termination of the contract or rejection for consideration of contract.
- B. The Consultant shall provide its complete name and address, including whether the Consultant is an individual, a partnership, or a corporation. The Consultant shall list the location of the office where the Consultant's work will be available for inspection by local agency and State representatives.
- C. This work is to be performed for a "Not-to-Exceed Fixed Fee." This method of payment is similar to the Cost per Unit Work, which is defined in Chapter 10 of the Caltrans Local Assistance and Procedures Manual, as follows: The Consultant is paid based on the work performed.

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PROJECT NO. 98-25897**

- D. The Consultant shall commence services upon written direction to proceed from the City. No charges are to be incurred prior to the Notice to Proceed.
- E. 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 City, State, and the Federal Highway Administration 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 City, State, and the Federal Highway Administration. Such records shall be maintained by the Consultant for three (3) years following receipt of final payment.
- F. Cost Principles - Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 and Uniform Administrative Requirements, Title 49 CFR, Part 18 are incorporated herein by reference. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the City.
- G. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Consultant shall complete and return LAPM Exhibit 10-F, "Certification of Consultant, Commissions, and Fees," to City, prior to starting work.
- H. Subcontractors, Assignment and Transfer - Consultant services are considered to be a personal relationship between the City and the Consultant; therefore, subcontracting, assignment, or transfer of any of the work except as otherwise provided for in the executed agreement is expressly prohibited. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.
- I. The responsible Consultant shall sign all plans, specifications, estimates, and engineering data furnished by Consultant and where appropriate, indicate his/her registration number.

W:\CapProj\CapProj\PROJECTS\Marge - 98-25897 Route 60-Nason Interchange\Construction\Consultants\Consultant - Survey\Survey  
RFP\_Federal\_DBE\_RN RC final Rev 18- JB.doc  
Revised 10/25/10

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. Contract  <input type="checkbox"/> b. Grant  <input type="checkbox"/> c. Cooperative agreement  <input type="checkbox"/> d. Loan  <input type="checkbox"/> e. Loan guarantee  <input type="checkbox"/> f. Loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. Bid/offer/application  <input type="checkbox"/> b. Initial award  <input type="checkbox"/> c. Post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. Initial filing  <input type="checkbox"/> b. Material change</p> <p><b>For Material Change Only:</b>          Year _____ Quarter _____          Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee          Tier _____, <i>if known</i></p> <p>Congressional District, <i>if known:</i></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime:</b></p> <p>Congressional District, <i>if known:</i></p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, <i>if applicable</i> _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. Name and Address of Lobbying Entity</b>  <i>(If individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(Last name, first name, MI):</i></p>	
<p><b>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction          Standard Form - LLL (Rev. 7-97)</p>

Standard Form LLL Rev. 06-04-90

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## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee if the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB NO. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(Federal Fiscal Year \_\_\_\_\_ to \_\_\_\_\_)

I, , hereby certify on behalf  
(Name and title of Grantee official)

of The City of Moreno Valley, that  
(Name of Grantee)

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, an cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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

Executed this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_.

By:

\_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

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## LIST OF SUBCONSULTANTS

PROJECT NAME: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

CONSULTANT NAME: \_\_\_\_\_

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information.

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

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

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		IF YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		IF YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		IF YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		IF YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

**PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) - PART II**

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

EXHIBIT 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

PROPOSAL DATE: \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

CONTRACT UDBE GOAL (%): \_\_\_\_\_

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE

**For Local Agency to Complete:**

Local Agency Proposal Number: \_\_\_\_\_

Federal-Aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

Proposal Date: \_\_\_\_\_

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

\_\_\_\_\_  
Print Name                                  Signature                                  Date  
Local Agenc Representative

(Area Code) Telephone Number: \_\_\_\_\_

Total Claimed UDBE Commitment \_\_\_\_\_ %

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Date                                  (Area Code) Tel. No.

\_\_\_\_\_  
Person to Contact                                  (Please Type or Print)

Local Agency Proposer UDBE Commitment (Consultant Contracts)  
(Rev 6/27/09)

Distribution: (1) Original - Local agency files

**INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT  
(CONSULTANT CONTRACTS)****ALL PROPOSERS:**

**PLEASE NOTE:** It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-1) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-01 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

**For the Successful Proposer only, local agencies** should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

LOCAL AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

TOTAL CONTRACT AMOUNT (\$): \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT. NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE

<p><b>For Local Agency to Complete:</b></p> <p>Local Agency Contract Number: _____</p> <p>Federal-Aid Project Number: _____</p> <p>Federal Share: _____</p> <p>Contact Award: _____</p> <p>Local Agency certifies that the DBE certifications have been verified and all information is complete and accurate.</p> <p>Print Name _____ Signature _____ Date _____</p> <p>Local Agency Representative</p> <p>(Area Code) Telephone Number: _____</p>		<p>Total Claimed DBE Participation \$ _____ %</p>
<p><b>For Caltrans Review:</b></p> <p>Print Name _____ Signature _____ Date _____</p> <p>Caltrans District Local Assistance Engineer</p>		<p>Signature of Proposer _____</p> <p>Date _____ (Area Code) Tel. No. _____</p> <p>Person to Contact _____ (Please Type or Print)</p> <p>Local Agency Proposer DBE Information (Consultant Contracts) (Rev 6/27/09)</p>

**Distribution:** (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.

(2) Original - Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION  
(CONSULTANT CONTRACTS)****SUCCESSFUL PROPOSER:**

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-O2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

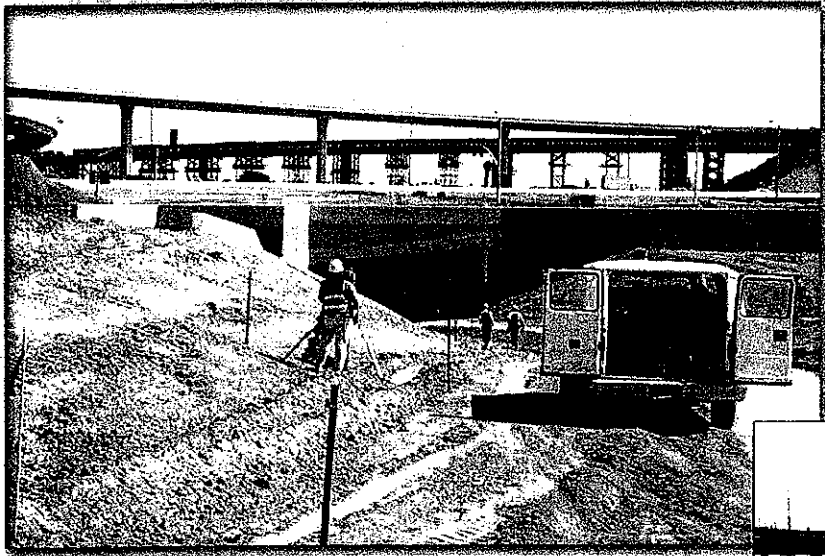
**Local agencies** should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.



PROPOSAL TO PROVIDE  
**PROFESSIONAL CONSULTANT CONSTRUCTION  
SURVEYING SERVICES FOR THE  
SR-60/NASON STREET INTERCHANGE IMPROVEMENTS  
PROJECT NO. 98-25897**

NOVEMBER 18, 2010



SUBMITTED BY:

**P S O M A S**

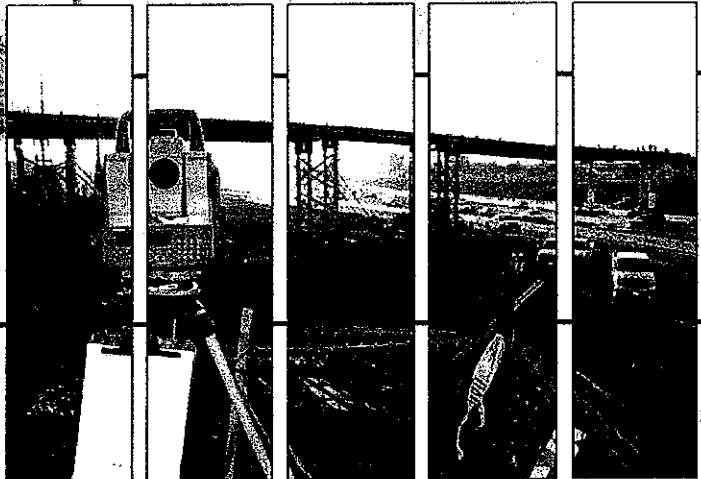


Exhibit "B"



November 18, 2010

Margery Lazarus, PE, Senior Engineer  
Capital Projects Division  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552-0805

Subject: Request for Proposal for Consultant Surveying Services  
SR-60 / Nason Street Interchange Improvements  
EA 323001 Project No. 98-25897

Dear Margery:

Psomas is pleased to submit our proposal for your high profile project. Psomas has provided construction surveying and mapping services to the City of Moreno Valley, Riverside County Transportation Commission (RCTC), Caltrans and various other Southern California agencies and public sector clients. With our full-service, multi-discipline firm operating nationally from 11 offices in three states, Psomas is capable of performing a broad range of survey services. Psomas can field up to 30 fully-equipped survey crews on a daily basis and we have ample staff to respond within 48 hours to staking requests.

We have a local Inland Empire office located in Riverside, where the work on this project will be performed and managed, under the direction of myself, Cliff Simental, PLS. We have experience working on California freeways and highways in Riverside, San Bernardino, Los Angeles, and Ventura counties and are thoroughly familiar with Caltrans standards and methodologies.

In addition to our own resources, Psomas has teamed with Robert Wada & Associates, Inc. a certified DBE and UDBE firm, to provide survey support services to the Psomas Team. We are committed to the City of Moreno Valley to meet the 5.3% UDBE participation goal and the 1.7% DBE participation goal for this contract.

We are confident the Psomas project team will successfully work and communicate with you and will provide the City of Moreno Valley with our superior surveying services to aid in the successful completion of this project. Thank you for providing Psomas the opportunity to submit our proposal. We look forward to the next step in the selection process!

Sincerely,

**PSOMAS**



Cliff Simental, PLS  
Vice President, Land Surveying and Mapping

2010 Iowa Avenue  
Suite 101  
Riverside, CA 92507

Tel 951.787.8421  
Fax 951.682.3379  
www.psomas.com

## Firm Profiles

### PSOMAS

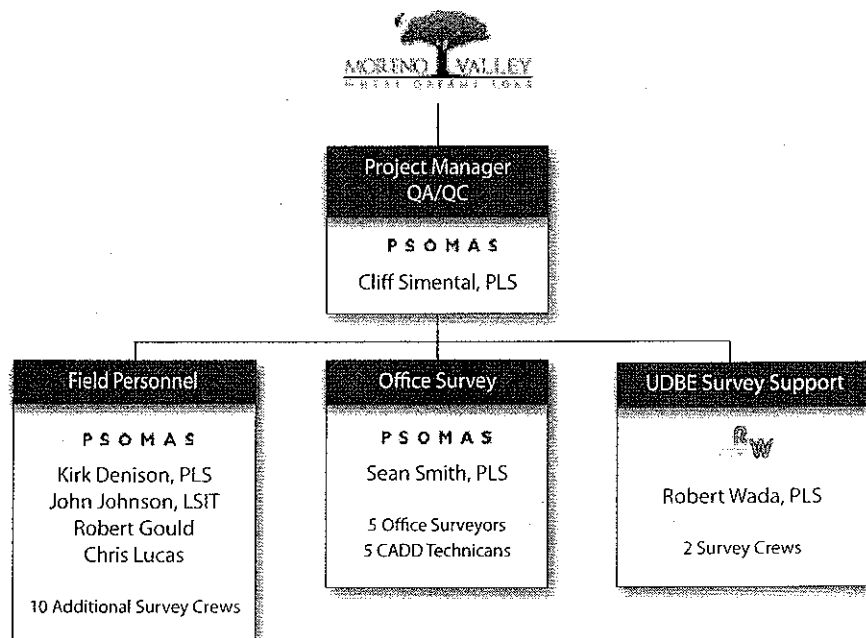
In 1946, George Psomas founded Psomas as a land surveying firm in California. Today, Psomas is a multidiscipline firm offering professional surveying, right-of-way engineering, photogrammetric mapping, civil engineering, transportation engineering, Geographic Information System (GIS), water resources, and construction management services in California, Arizona, and Utah. Surveying and right-of-way engineering remain a core strength of the firm, with Psomas leading the way in adopting new technologies to better serve our clients' needs. Psomas was the first private firm in the Western U.S. to employ GPS, as well as an early leader in Geographic Information Systems. Today, we are an industry leader in the use of digital orthophotography and laser scanning.



Founded in 1973, Robert Wada & Associates, Inc. (RWA) is certified as a Disabled Veteran Business Enterprise and a Small Business Enterprise by the State of California. The firm is also certified by the US Small Business Administration under the SBA 8(a) program, and as a DBE under the California United Certification Program (CUCP). In addition, Robert Wada & Associates qualifies as an Underutilized Disadvantaged Business Enterprise (UDBE). The firm is dedicated to the full spectrum of surveying services, including boundaries, topography, rights-of-way, ALTAs, legal descriptions, construction staking and aerial mapping. RWA is currently a member of the Southern California Association of Civil Engineers and Land Surveyors and is licensed in the states of California, Arizona and Nevada. The firm's field personnel are affiliated with Operating Engineers Local 12.

## Organization Chart

The organizational chart below outlines the structure of the Psomas Team for this project. Brief resumes for each proposed team member are included on the following pages.





**PSOMAS**

**Clifford Simental, PLS**

Project Manager/QA/QC

**Education**

1975/San Bernardino Valley  
College

1989/Certificate/University  
of California, Riverside

**Registrations**

1981/Professional Land  
Surveyor/CA #5022

1995/Professional Land  
Surveyor/NV #11769

**Experience**

With Psomas for 2 years;  
with other firms for 34  
years

Mr. Simental is Vice President and Survey Team Leader for Psomas' Riverside office. He is a registered professional land surveyor with more than 34 years of surveying experience in California. Mr. Simental has a broad background including design surveys, construction, hydrographic, topographic, boundaries, and cadastral surveys. He has served as project manager in charge of on-call surveying services for various public agencies. This experience gives Mr. Simental a diverse range of experience working on a variety of survey projects, as well as working with client standards and design criteria.

**Relevant Project Experience**

**San Bernardino Associated Governments (SANBAG), I-10/Riverside Avenue Grade Separation, San Bernardino County, CA:** Serving as survey manager for construction staking for this project. The construction will involve demolition of the existing structure and new construction of an over-crossing over the I-10 freeway in Rialto. The project will widen the on- and off-ramps in both directions and includes drainage facilities, road improvements and sound wall construction.

**Riverside County Transportation Commission (RCTC), SR-74/I-215 Interchange, Perris, CA:** Serving as survey manager, as part of the Jacobs Project Management Company team, to provide construction surveying services on RCTC's SR-74/I-215 Interchange Project. The project will replace the current two-lane bridge with an eight-lane bridge over the I-215 Freeway, and will realign freeway on- and off-ramps and add meters and carpool preference lanes to the on-ramps. In addition, the project will construct new drainage improvements, sound walls and retaining walls.

**City of Moreno Valley On-Call Surveying, Moreno Valley, CA:** Task Manager for various survey tasks as part of Psomas' on-call contract with the City. Tasks have represented a broad-range of surveying functions in support of both design and post-design construction staking surveys. This has included signal location, roadway construction staking, and various street improvements including curb, gutter, and sidewalk location surveys.

**Caltrans District 8, On-Call Land Surveying Services, San Bernardino County, CA:** Mr. Simental is serving as survey project manager for horizontal and vertical control surveys; topographic surveys; cross-section data collection; survey calculations and adjustments; design surveys; survey data formatting; construction surveys; right-of-way surveys and mapping; Record of Survey mapping; monumentation surveys; preparation and maintenance of survey and acquisition documents; and traffic control.

**SR-60/SR-71 Interchange, Pomona, CA:** Served as Project Manager for construction of this four-level interchange at the intersection of the Pomona Freeway (Route 60) and the Corona Expressway (Route 71). Responsible for overseeing performance of horizontal and vertical control and other related services for construction. Also provided professional and technical construction surveying services for the project.



**PSOMAS**

**Sean Smith, PLS**  
Office Survey

**Education**

Various survey related courses at the following:

Rancho Santiago College,  
Santa Ana, California

Riverside Community  
College, Riverside,  
California

**Registration**

Registered Professional  
Land Surveyor/ CA #8233

**Affiliations**

California Land Surveyors  
Association

**Experience**

With Psomas for over 3  
years; with other firms for  
over 11 years

Mr. Smith has 14 years of professional experience in land surveying. He has extensive experience with field calculations, right-of-way and boundary surveys, GPS surveys, and mapping. Prior to joining Psomas, Mr. Smith worked with Riverside County Transportation Department for more than five years. He primarily completed map checking services that included researching record tract maps, parcel maps, Records of Survey, field books, corner records easement documents, grant deeds, and title reports to verify proper survey procedures. Mr. Smith routinely performs QA/QC audits of technical work of other surveyors, CAD drafters, and subcontractors for the submission of final drawings, submittals, and specifications for approval. He was responsible for oversight and coordination efforts in all aspects of land surveying including research and analysis, title reports, rights-of-way, easements, ALTA's, topography, photogrammetry, boundaries utility coordination, mapping, and construction staking.

**Relevant Project Experience**

**City of Moreno Valley On-Call Land Surveying Services, Moreno Valley, CA:** Serving as Project Surveyor to provide surveying and mapping for Lasselle Street widening; Patriot Park improvement; street improvements at Eucalyptus Avenue and Kitching Street; corner records and street improvements at Partida Drive, Carillo Court and Kimberly Avenue; and corner records and street improvements at Eucalyptus Avenue and Towngate Drive.

**Riverside County Transportation Commission (RCTC) On-Call Land Surveying Services, Riverside County, CA:** Serving as a Project Surveyor to provide surveying and mapping for the San Jacinto Branchline, Perris Valley Line (PVL) and Museum Line Segments Property which has included research, establishing railroad right-of-way (ROW) and locating encroachments within the ROW.

Serving as a Project Surveyor to provide surveying and mapping services for the State Route Highway 79 realignment project which included establishing record boundaries and preparing legals and plats for the proposed alignments.

**Vineyard Avenue UPRR Grade Separation, Ontario, CA:** As a subconsultant to HDR, serving as Project Surveyor to provide surveying, mapping and record right-of-way services for this contract.

**OCTA, Orangethorpe Avenue Grade Separation, Anaheim and Placentia, CA:** As a subconsultant to AECOM, serving as Project Surveyor to provide surveying, mapping and record right-of-way services for this contract.

**OCTA, Lakeview Avenue Grade Separation, Anaheim and Placentia, CA:** As a subconsultant to CH2M Hill, serving as Project Surveyor to provide surveying, mapping and record right-of-way services for this contract.

**OCTA, Tustin Avenue / Rose Drive Grade Separation, Anaheim and Placentia, CA:** As a subconsultant to Biggs Cardosa, serving as Project Surveyor to provide surveying, mapping and record right-of-way services for this contract.



**PSOMAS**

**Kirk Denison, PLS**  
Survey Party Chief

**Education**

BA/1995/University of  
Southern California/  
Geography

**Certificate/2000/**

Southern California Joint  
Apprenticeship

**Registration**

2010/Professional Land  
Surveyor /CA #8745

**Experience**

With Psomas for 6 years;  
with other firms for 4 years

Mr. Denison has more than 10 years of experience in land-surveying and GIS. He has extensive experience in freeway interchange, railway work and subdivisions, as well as experience in topographic, dam, ALTA, pipeline and boundary surveys. Mr. Denison has worked as a chainman for most of his career with some experience as a Party Chief. As Party Chief, he is responsible for daily work of field crew, conducting the field survey or construction layout assignments, along with being responsible for the safety and training of all survey crew members. In addition, his duties consist of the maintenance and care of all assigned equipment and vehicles, and the efficiency, morale and daily productivity of survey crew.

**Relevant Project Experience**

**SANBAG, I-10 Riverside Avenue Grade Separation, San Bernardino County, CA:**

Serving as party chief for construction staking for this project. The construction will involve demolition of the existing structure and new construction of an overcrossing over the I-10 Freeway in Rialto. The project will widen the on- and off-ramps in both directions and includes drainage facilities, road improvements and sound wall construction.

**On-Call Surveying, City of Moreno Valley, CA:** Party Chief for various survey tasks as part of Psomas' on-call contract with the City. Tasks have represented a broad-range of surveying functions in support of both design and postdesign construction staking surveys. This has included signal location, roadway construction staking, and various street improvements including curb, gutter, and sidewalk location surveys.

**Caltrans District 8, On-Call Land Surveying Services, San Bernardino County, CA:** Serving as party chief for horizontal and vertical control surveys, topographic surveys, cross-section data collection, survey calculations and adjustments, design surveys, survey data formatting, construction surveys, right-of-way surveys and mapping, Record of Survey mapping, monumentation surveys, preparation and maintenance of survey and acquisition documents, and traffic control.

**SR-91/SR-57 Interchange, Caltrans, Orange County, CA:** Worked directly with Caltrans' personnel on survey requests, quality control and safety.

**I-405/SR-55 Interchange (MOS-1), OCTA, Orange County, CA:** Worked directly with Caltrans' personnel on survey requests, quality control and safety.



**P S O M A S**

**John Johnson, LSIT**  
Certified Party Chief

Education  
Montana State University/  
Surveying  
US Navy School for Data  
Processing  
Registration  
Land Surveyor in Training/  
CA #ZL004079  
Experience  
With Psomas for 11 years;  
with other firms for 14 years

Mr. Johnson has over 25 years of land surveying experience. He has extensive experience as a responsible party chief of field surveys for railways, freeways, freeway interchanges, bridges, right-of-way surveys and boundary surveys. John has been responsible for the construction staking, right-of-way surveying, geodetic control, final monumentation, survey safety, quality assurance, calculations for geometric layouts and survey personnel assignments for a number of significant projects.

Relevant Project Experience

**SR-91/SR-57 Interchange, Orange County, CA:** Survey Party Chief for construction survey services for construction of new HOV overhead structures and intersection improvements. Services for this project included horizontal and vertical control, staking bridge abutments and bents, staking for other improvements, design surveys, right-of-way monumentation, and as-built surveys. For this project John received an award for "2001 - Excellence in Partnering" by the director of Caltrans.

**I-405/SR 55 Interchange (MOS 1), Orange County, CA:** Survey Party Chief for construction survey services for construction of S.B. SR55 HOV overhead structure to S.B. I-405, Red Hill Ave. Bridge and other improvements. Services for this project included horizontal and vertical control using GPS and digital levels; staking for bridge abutments; establishment of false work bents; survey of temporary lanes; construction surveys; staking notes; as-built of existing utilities; traffic control; monitoring of structures for movement and/or settlement; final monumentation; and quality review.

**I-5/I-405 Confluence, El Toro "Y" Reconstruction, Orange County, CA:** Survey Party Chief for construction surveying services for bridges and other improvements for one of the largest freeway interchanges in the U.S. Services included: horizontal and vertical control; abutments and bents; slope stakes and rough grades; staking of retaining/sound walls; plane of pavement stakes; right-of-way engineering; final monumentation and project documentation; quality assurance surveys; as-built surveys and preparation of as-built plans.

**SR 55/SR73, Connector Off-Ramp "D" Survey and Mapping, Orange County, CA:** Surveying Party Chief for construction of a connector bridge for N.B. SR55 to SB SR73. Services for this project included design surveys; horizontal and vertical control surveys for mapping and construction; cross section surveys; verification of bridge clearances; and, construction staking.



**PSOMAS**

**Robert Gould**  
Certified Party Chief

**Education**

Undergraduate  
Studies/1993/Joint  
Apprenticeship Committee

Undergraduate  
Studies/1984/University of  
Redlands

Santa Ana and Fullerton  
Colleges

Certificate/1990/  
Land Surveying/Joint  
Apprenticeship Committee

**Experience**

With Psomas for 18 years;  
with other firms for 4 years

Mr. Gould has over 20 years of land surveying experience. He has had extensive experience as a responsible field/office party chief on many of the larger survey projects in California such as freeways, freeway interchanges, light rail systems, bridges, corporate boundary surveys, and construction surveys for high-rise buildings.

**Relevant Project Experience**

**I-215/Clinton Keith Road Interchange Improvements, Murrieta, CA:** Party Chief responsible for establishing project survey control, aerial targeting and cross section surveys along a 1 mile portion of the I-215/Clinton Keith Road Interchange Project. A combination of GPS and Conventional survey equipment was used to carry out the field survey efforts. Also used reflectorless technology to survey cross sections on the outside lanes and shoulders of the freeway.

**I-15/Newport Road, Murrieta, CA:** Party Chief responsible for establishing project survey control, aerial targeting and cross section surveys along a 1 mile portion of the I-15/Newport Road Interchange Project. Used a combination of GPS and conventional survey equipment to carry out the field survey efforts. Also used reflectorless technology to survey cross sections on the outside lanes and shoulders of the freeway.

**I-215/Los Alamos Road Interchange Improvements, Murrieta, CA:** Party Chief responsible for establishing project survey control, aerial targeting and cross section surveys along a one-mile portion of the I-15/Los Alamos Road Interchange Project. Used a combination of GPS and Conventional survey equipment to carry out the field survey efforts. Also used reflectorless technology to survey cross sections on the outside lanes and shoulders of the freeway.

**I-5/I-405 Confluence, El Toro "Y" Interchange Reconstruction, CA:** As Party Chief, provided construction surveying services; digital Intergraph mapping; right-of-way engineering; quality assurance surveys; geodetic control; final monumentation and project documentation; staking of retaining and sound walls; drainage systems; plane of pavement stakes; abutments and bents; and slope stakes and rough grades.

**SR-91/SR-57 Interchange, Orange County Transportation Authority:** Party Chief responsible for construction calculations, Record of Survey, survey control map (as required by Caltrans), as-built surveys, and GPS control surveys.

**OCTA, Construction Surveying Services for I-405/SR-55 Project (MOS-1), Orange County, CA:** Party Chief for construction surveying. Services include horizontal and vertical control, construction staking, establishing false work bents, as-built and design surveys, as-built plans, and monitoring surveys.

**SR-10/Milliken Avenue Interchange:** Party Chief responsible for bridge work, widening of Milliken Avenue, and the construction of four new on/off ramps.

**Caltrans District 7, 105/405 Century Freeway Six-Level Interchange:** Construction survey services for overhead structures, tunnels, ramps and connectors, 10-lane paving; utility relocations, drainage structures, and city street widenings and modifications.



**PSOMAS**

**Chris Lucas**  
Party Chief / Chainman

**Education**

Certificate/2008/  
Certified Party Chief/  
Southern California Joint  
Apprenticeship

**Experience**

With Psomas for 3 years;  
with other firms for 5 years

Mr. Lucas is an experienced Party Chief and Project Surveyor specializing in all aspects of survey from conceptual design to final build-out. He has led survey tasks in support of public works projects and private development encompassing residential, commercial, and industrial sites. In addition, Chris coordinates cost estimating and bidding of projects, and has a reputation for an astute attention-to-detail and responsiveness to clients.

**Relevant Project Experience**

**San Bernardino Associated Governments (SANBAG), I-10/Riverside Avenue Grade Separation, San Bernardino County, CA:** Serving as Party Chief for construction staking for this project. The construction will involve demolition of the existing structure and new construction of an over-crossing over the I-10 freeway in Rialto. The project will widen the on- and off-ramps in both directions and includes drainage facilities, road improvements and sound wall construction.

**Riverside County Transportation Commission (RCTC), SR-74/I-215 Interchange, Perris, CA:** Serving as Party Chief, as part of the Jacobs Project Management Company team, to provide construction surveying services on RCTC's SR-74/I-215 Interchange Project. The project will replace the current two-lane bridge with an eight-lane bridge over the I-215 Freeway, and will realign freeway on- and off-ramps and add meters and carpool preference lanes to the on-ramps. In addition, the project will construct new drainage improvements, sound walls and retaining walls.

**City of Moreno Valley On-Call Surveying Services, Moreno Valley, CA:** Project Surveyor for various survey tasks as part of Psomas' on-call contract with the City. Tasks have represented a broad-range of surveying functions in support of both design and post-design construction staking surveys. This has included signal location, roadway construction staking, and various street improvements including curb, gutter, and sidewalk location surveys.

**Riverside County Transportation Commission (RCTC) On-Call Land Surveying Services, Riverside County, CA:** Serving as a Project Surveyor to provide surveying and mapping for the San Jacinto Branchline, Perris Valley Line (PVL) and Museum Line Segments Property which has included research, establishing railroad right-of-way (ROW) and locating encroachments within the ROW.

Serving as a Project Surveyor to provide surveying and mapping services for the State Route Highway 79 realignment project which included establishing record boundaries and preparing legals and plats for the proposed alignments.





**Robert Wada, PLS**  
UDBE Survey Support

**Education**

AA/1958/Los Angeles Valley  
College

ICS Correspondence  
School throughout  
the US Marine Corps.  
Institute/1959/Surveying  
and Mapping

**Registration**

Land Surveyor/CA #3090

Land Surveyor/AZ #8608

Land Surveyor/NV #3766

Mr. Wada has extensive experience in all phases of land surveying, including boundaries, extensive topography, construction, precision alignment and levels, aerial mapping, subdivisions, pipelines, etc. He has been in land surveying during his entire working career and has gained invaluable experience in both active and managerial capacities.

**Relevant Project Experience**

**Caltrans District 7, On-Call Survey Services, Los Angeles County, CA:** Provided survey support services to the Psomas Team for this contract.

**Caltrans District 8, On-Call Surveying and Right-of-Way Services, Riverside County, CA:** As part of the Psomas Team, provided surveying services for horizontal and vertical control surveys, topographic surveys, cross-section data collection, survey calculations and adjustments, design surveys, survey data formatting, construction surveys, right-of-way surveys, and mapping.

**OCTA, SR-91/SR-57 Interchange, Orange County, CA:** As a subconsultant to Psomas, responsible for construction calculations, Record of Survey, survey control map (as required by Caltrans), as-built surveys, and GPS control surveys.

**OCTA, El Toro "Y" Reconstruction - I-5/I-405 Confluence, Orange County, CA:** Project Surveyor on the Psomas Team for construction surveying services, digital Intergraph mapping, right-of-way engineering, quality assurance surveys, geodetic control, final monumentation and project documentation, staking of retaining and sound walls, drainage systems, plane of pavement stakes, abutments and bents, slope stakes and rough grades, and completion of as-built plans.

**Caltrans District 12, I-5/SR-22/SR-57 Interchange Reconstruction, Orange County, CA:** As part of the Psomas Team, provided construction surveys of the fourth busiest freeway interchange in the United States.



**Riverside County Transportation Commission (RCTC)  
 State Route 74/215 Interchange Project  
 Perris, CA**

Project Dates  
 2010 to Present

Key Personnel  
 Cliff Simental, PLS  
 Project Manager

Sean Smith, PLS  
 Office Surveyor

John Johnson, LSIT  
 Party Chief

Kirk Denison, PLS

Chris Lucas  
 Field Surveyors

Client/Contact

**Jacobs Project  
 Management Company**  
 5757 Plaza Drive, Suite 100  
 Cypress, CA 90630

**Gary Tomasetti**  
 Project Manager  
 (951) 943-6454

Owner

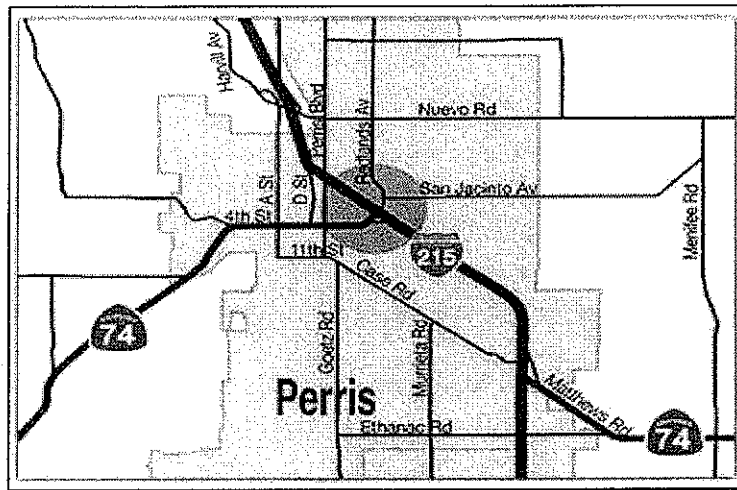
Riverside County  
 Transportation Commission

As part of the Jacobs Project Management Company team, Psomas is providing construction surveying services on RCTC's SR 74/215 Interchange Project in Perris. The project will pave the way for better traffic flow, easier access to downtown Perris, and improved connections to both north and south Interstate 215. The project will replace the current two lane bridge with an eight lane bridge over the Interstate 215 Freeway. It will also realign freeway on-ramps and off-ramps and add meters and carpool preference lanes to the on-ramps. In addition the project will construct new drainage improvements, sound walls and retaining walls.

Psomas is providing construction surveying services to include:

- ▶ Major survey control suitable for construction
- ▶ Staking right of way and temporary construction easements
- ▶ Staking of removals
- ▶ Staking of the bridge, sound wall and retaining wall structures
- ▶ Staking for all major construction

Psomas will support this project until its completion and opening for traffic in 2012.





**San Bernardino Associated Governments (SANBAG)  
Interstate 10 Riverside Avenue Interchange Project  
Rialto, CA**

**Project Dates**  
2010 to Present

**Key Personnel**  
Cliff Simental, PLS  
Project Manager

Sean Smith, PLS  
Office Surveyor

Kirk Denison, PLS  
Party Chief

John Johnson, LSIT

Chris Lucas  
Field Surveyors

**Client/Contact**

**Berg and Associates**  
302 W. 5th Street, Suite 210  
San Pedro, CA 90731

**David Smith**  
Project Manager  
(909) 877-8787

**Owner**

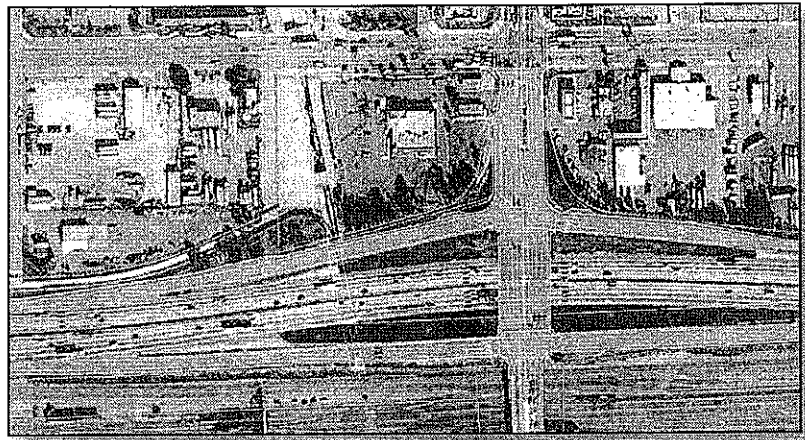
San Bernardino Associated  
Governments (SANBAG)

As part of the Berg and Associates, Psomas is providing construction surveying services on Sanbag’s Interstate 10 Riverside Avenue Interchange Project in Rialto. High traffic volumes have caused congestion, safety hazards and major delays, this project will pave the way for better traffic flow, easier access to downtown Rialto, and improved connections to both east and west Interstate 10. The project will replace the current five-lane bridge with a nine lane bridge over the Interstate 10 Freeway. It will also realign and widen freeway on-ramps and off-ramps. In addition the project will construct new drainage improvements, sound walls and retaining walls.

Psomas is providing construction surveying services to include:

- ▶ Major survey control suitable for construction
- ▶ Staking right of way and temporary construction easements
- ▶ Staking of removals
- ▶ Staking of the bridge, sound wall and retaining wall structures
- ▶ Staking for all major construction

Psomas will support this project until its completion and opening for traffic in 2011.





## City of Moreno Valley, Lasselle Street Widening Moreno Valley, CA

**Project Dates**  
2009 to 2010

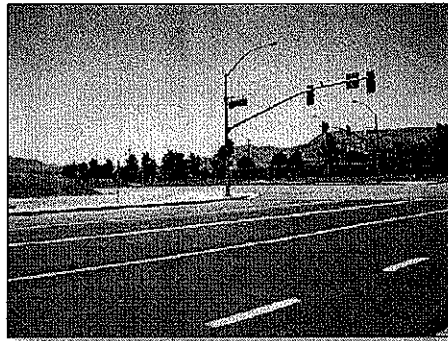
**Key Personnel**  
Cliff Simental, PLS  
Project Manager  
Chris Lucas  
Survey Party Chief

**Client/Contact**  
**City of Moreno Valley**  
14177 Frederick Street  
Moreno Valley, CA 92552

**Viren Shah, PE**  
Need Title  
(951) 314-2288

Psomas was chosen, through a quality-based selection, to provide construction surveying services for the widening of Lasselle Street between John F. Kennedy Drive and Alessandro Boulevard. The Lasselle Street Widening is considered the City's most important roadway widening project with an accelerated design and construction schedule. Lasselle Street is a north/south arterial highway, as shown in the City of Moreno Valley's General Plan. The principal goal of the project involves widening Lasselle Street from John F. Kennedy Drive (southerly limit) to Alessandro Boulevard (northerly limit).

Psomas provided construction surveying services including horizontal and vertical control, removals and demolition, grading, new pavement, curb and gutter, bus turn-outs, storm drain facilities, and traffic signals at Brodiaea Avenue.



## Caltrans District 8, On-Call Survey Services Riverside and San Bernardino Counties, CA

**Project Dates**  
2008 to Present

**Key Personnel**  
Cliff Simental, PLS  
Project Manager  
Sean Smith, PLS  
Office Surveyor

**Client/Contact**  
**Caltrans District 8**  
464 West 4th Street, 6th  
Floor  
San Bernardino, CA 92401

**Carlos Camarillo**  
(909) 383-6402

In August 2008, Caltrans District 8 awarded Psomas an on-call contract for professional and technical surveying and right-of-way engineering services for the development and construction of highway and transportation projects in San Bernardino and Riverside counties. This was a qualifications-based selection.

Under this contract, Psomas is providing surveying services for construction staking, horizontal and vertical control surveys; topographic surveys; cross-section data collection; survey calculations and adjustments; design surveys; survey data formatting; construction surveys; right-of-way surveys and mapping; Record of Survey mapping; monumentation surveys; preparation and maintenance of survey and acquisition documents; and traffic control.

Some of the anticipated tasks Psomas is providing include construction staking, right-of-way surveying, topographic design surveying, base mapping, right-of-way mapping, and boundary analysis.

## Scope of Work

### 1. Pre Construction Calculations

Psomas will acquire the improvement plans, horizontal control, vertical control, right-of-way maps, alignment files, coordinate files, and record maps from Riverside County Transportation Department and the Engineer of Record. From this information, the calculations will be performed to support the staking of items listed below.

### 2. Construction Control

Psomas will recover record horizontal and vertical survey control monuments within the subject area. After the complete recovery of existing control, Psomas will set additional semi-permanent monuments to assure the original horizontal and vertical control will be protected throughout the construction.

### 3. Right-of-Way Flagging

Psomas will set one (1) set of stakes to flag the right-of-way and temporary construction easements from the right-of-way maps acquired in Item #1 above.

### 4. Cadastral Monument Perpetuation

Psomas will recover all cadastral monuments shown on the right-of-way maps that are within the construction area that may be destroyed during construction, and will set reference marks for monument perpetuation. Psomas will prepare and file a Corner Record for the cadastral monuments that may be destroyed during construction.

### 5. Rough Grade Stakes

Psomas will set one (1) set of slope stakes for Nason Street and the loop ramps as shown on the Contour Grading Sheets of the improvement plans at a minimum of 20-meter intervals. At the completion of grading, Psomas will set one (1) set of alignment stakes with grades to finish surface at a minimum of 20 meter intervals.

### 6. Drainage Facilities

Psomas will set one (1) set of stakes for the placement of the drainage facilities. Stakes will be set for the main pipe and subsequent stakes will be set for the construction of headwalls.

### 7. Utility Relocation

Psomas will set one (1) set of finish grade stakes at the utility relocations as shown on the utility plans.

### 8. Stage 1A, 1B

Psomas will set one (1) set of stakes for the construction of the curb, AC dike, or plane of pavement at 10-meter intervals for Nason Street 'N Line', 'AN Line', 'BN Line', 'CN Line', 'DN Line' called for in Stage 1A and 1B.



9. Stage 2, 2A, 2B and 2C

Psomas will set one (1) set of stakes for the construction of the curb, AC dike, or plane of pavement at 10-meter intervals for Nason Street 'N Line' called for in Stage 2.

10. Stage 3

Psomas will set one (1) set of stakes for the construction of the curb, or AC dike, or plane of pavement at 10-meter intervals for Nason Street 'N Line' called for in Stage 3.

11. Retaining Wall

Psomas will set one (1) set of stakes of stakes for the grading of the retaining walls, and one (1) set of stakes of the layout line for the construction of the retaining walls.

12. Signal, Lighting and Electrical Systems

Provide stakes at the center of the street lights and pull boxes. Grades will be provided to finish grade.

13. Restake

Psomas will provide survey stakes to allow for replacement of survey stakes lost due to construction by others and incidental survey stakes as may be required throughout the project. This is a budget item, as requested, and will be billed in accordance with actual time spent on the task when authorized by the City. A preliminary budget of two (2) trips (two (2) hours per trip) has been established for this task.

14. Right-of-Way Monuments

Psomas will set final right-of-way monuments within the project area, and replace the destroyed cadastral monuments identified in Item #4 above.

15. Record of Survey Map

Psomas will prepare and file a Record of Survey map with the Riverside County Surveyors office.

### Exclusions

- ▶ As-Built Surveys
- ▶ Traffic Control
- ▶ Surveys for the Determination of Quantities and/or Pay Quantities
- ▶ Surveys to Locate Infrastructure Conflicting With New Construction
- ▶ Staking of Irrigation Lines
- ▶ Staking of Guard Rails, and Lane Delineation Lines
- ▶ Bridge Construction
- ▶ Any Other Items Not Listed in Items 1 Through 11 Above



Resource Allocation Matrix

CONSTRUCTION SURVEYING SERVICES  
 SR 60 / Nason Street Interchange Improvements

CONSTRUCTION SURVEYING	PROFESSIONAL & TECHNICAL CLASSIFICATIONS					TOTALS
	PROJECT MANAGER	OFFICE SURVEYOR	SURVEY CAD	PROJECT ADMIN	2- PERSON SURVEY CREW	TOTAL MAN HOURS
1	Pre-Construction Calculations	2	16		2	20
2	Construction Control	1			16	17
3	R/W Flagging	1			16	17
4	Cadastral Survey/Corner Records	2	24		16	44
5	Rough Grading	2			64	66
6	Drainage Facilities	1			40	41
7	Utility Relocation	1			40	41
8	Stage 1	1			40	41
9	Stage 2	1			40	41
10	Stage 3	1			40	41
11	Retaining Walls	1			40	41
12	Signal, Lighting Electrical	1			16	17
13	Restake Budget	1			40	41
14	Right of Way Monuments	1		2	40	43
15	Record of Survey	2	40		2	44
	<b>Sub Total</b>	<b>19</b>	<b>80</b>	<b>8</b>	<b>448</b>	<b>555</b>

PSOMAS



Hourly Rate Schedule



**PSOMAS**

Fee Schedule

PSOMAS  
 California

**Civil Engineering, Surveying, and Geospatial Services**

Rates for Office Services are Effective from through December 31, 2011

Hourly Rates

Office Services

\$ 75 - \$85	- Word Processors and Project Assistants
\$ 85 - \$105	- Drafters, Design Drafters, Analysts, and Assistant Planners
\$85 - \$120	- Staff Surveyors/CADD Technician/GIS Technicians
\$105 - \$145	- Planners, Engineers and Surveyors
\$120 - \$150	- Project Engineers/ Project Surveyors/GIS Specialist
\$150 - \$195	- Planning and Entitlements, Principals
\$150 - \$165	- Sr. Project Surveyor/Sr. GIS Specialist
\$185 - \$225	- Sr. Project Manager/Technical Manager
\$185 - \$210	- Principal in Charge

Hourly Rates

Field Services

\$165	- One-man survey party
\$242	- Two-man survey party
\$355	- Three-man survey party
\$145	- Field Supervisor

Hourly rates for field survey parties include normal usage of field equipment and are fully equipped rates.

Reimbursables

Mileage and parking expenses incurred by office employees are charged at cost. Prints, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent. The services of outside consultants will be charged at cost plus fifteen percent.





## Additions or Exceptions to City's Request for Proposal

### Additions or Exceptions to City's Request for Proposal

Psomas makes no additions, nor takes any exceptions to, the City of Moreno Valley's Request for Proposal.



### Required Statements

- A. This RFP will be incorporated in its entirety as part of Psomas' proposal.
- B. This RFP and Psomas' proposal will jointly become part of the "Agreement for Professional Consultant Services" for this project when said Agreement is fully executed by Psomas and the Mayor or City Manager of Moreno Valley.
- C. Psomas' services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in Psomas' proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- G. We have addressed our use of subconsultants in the Team Qualifications section of our proposal. We acknowledge and understand that Psomas will not be allowed to change any subconsultant without written permission from the City.
- H. All charges for consultant services are for a "Not-to-Exceed Fee," which includes conservatively estimated reimbursable expenses, as submitted and made part of Psomas' proposal.
- I. Psomas will document and provide our results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- J. Psomas will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- K. Psomas' hourly rate schedule is included in the "Resource Allocation/Hourly Rates" section of this proposal, as well as with our cost proposal which is provided under separate cover. This rate schedule is part of our proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. Psomas understands that all extra work will require prior approval from the City.
- L. Psomas will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- M. All federal laws and regulations will be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state, or local laws or regulations, the strictest will be adhered to.
- N. Psomas will allow all authorized federal, state, county and city officials access to our place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records will be retained for at least three years.
- O. Psomas will comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7) and the implementation regulations issued pursuant thereto (29 CFR Section 1.5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision, and State of California prevailing wage rates, respectively.



P. Psomas will comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Q. Psomas offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment will be made and become effective at the time the City tenders final payment to Psomas, without further acknowledgement by the parties.

R. Psomas understands that this agreement is subject to 49 CFR, Part 26, entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Psomas understands that obtaining Disadvantaged Business Enterprise (DBE) participation on this contract will assist the City in meeting its overall DBE Annual Anticipated DBE Participation Level (AADPL) for the race-neutral program and race conscious program.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <span style="float: right;">N/A</span> <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change <b>For Material Change Only:</b> Year _____ Quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Psomas, 2010 Iowa Avenue, Suite 101 Riverside, CA 92507 Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime:</b>  Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. Name and Address of Lobbying Entity</b> <i>(If individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(Last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____ Print Name: <u>Cliff Simental, PLS</u> Title: <u>Vice President</u> Telephone No.: <u>951/787-8421</u> Date: <u>11/18/10</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Standard Form LLL Rev. 06-04-90

W:\CapProj\CapProj\Caltrans-FHWA\DBE Disadvantage Business Enterprise\DBE Specs, Forms & Updates\Boiler-RFP Attachment-Form LLL-DBE.doc

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(Federal Fiscal Year January 1, 2010 to December 31, 2010)

I, hereby certify on behalf Cliff Simental, PLS  
(Name and title of Grantee official)

of The City of Moreno Valley, that  
(Name of Grantee)

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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

Executed this 18th of November, 2010.

By:

\_\_\_\_\_  
(Signature of authorized official)

Vice President

\_\_\_\_\_  
(Title of authorized official)

## LIST OF SUBCONSULTANTS

PROJECT NAME: Construction Survey Services for SR-60/Nason Street Interchange

PROJECT NO: 98-25897

CONSULTANT NAME: Psomas

NAME Robert Wada & Associates, Inc.	DESCRIPTION OF SUBCONSULTANT'S WORK:  Survey support services
TELEPHONE 714/992-5461	
ADDRESS 401 W. Amerige Avenue	
CITY, STATE ZIP Fullerton, CA 92832	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information.

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

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

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		IF YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		IF YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		IF YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		IF YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		IF YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original – Local Agency File

**PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II**

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original – Local Agency File



**EXHIBIT 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)**

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

LOCAL AGENCY: City of Moreno Valley LOCATION: Riverside County, CA

PROJECT DESCRIPTION: Construction Survey Svcs for SR60/Nason St. Interchange

PROPOSAL DATE: November 18, 2010

PROPOSER'S NAME: Psomas

CONTRACT UDBE GOAL (%): 5.3%

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE
	Survey support	3003	Robert Wada	5.3%
		Exp. 10/2014	401 W. Amerige Ave.	
			Fullerton, CA 92832	

<b>For Local Agency to Complete:</b>		Total Claimed UDBE Commitment	5.3 %
Local Agency Proposal Number: _____			
Federal-Aid Project Number: _____			
Federal Share: _____			
Proposal Date: _____			
Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.			
Print Name _____	Signature _____	Date _____	
Local Agency Representative			
(Area Code) Telephone Number: _____			
		Signature of Proposer _____	
		11/18/10	951/787-8421
		Date	(Area Code) Tel. No.
		Cliff Simental, PLS	
		Person to Contact	(Please Type or Print)
		Local Agency Proposer UDBE Commitment (Consultant Contracts) (Rev 6/27/09)	

Distribution: (1) Original - Local agency files

EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

LOCAL AGENCY: City of Moreno Valley LOCATION: Riverside County, CA  
 PROJECT DESCRIPTION: Construction Survey Svcs for SR60/Nason St. Interchange  
 TOTAL CONTRACT AMOUNT (\$): N/A  
 PROPOSER'S NAME: Psomas

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT. NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE
	Survey support	3003	Robert Wada	N/A
		Exp. 10/2014	401 W. Amerige Ave.	
			Fullerton, CA 92832	

**For Local Agency to Complete:**

Local Agency Contract Number: \_\_\_\_\_  
 Federal-Aid Project Number: \_\_\_\_\_  
 Federal Share: \_\_\_\_\_  
 Contract Award: \_\_\_\_\_

Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Local Agency Representative

(Area Code) Telephone Number: \_\_\_\_\_

**For Caltrans Review:**

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Caltrans District Local Assistance Engineer

Total Claimed DBE Participation \$ N/A  
1.7 %

Signature of Proposer \_\_\_\_\_  
11/18/10 951/787-8421  
 Date (Area Code) Tel. No.

Cliff Simental, PLS  
 Person to Contact (Please Type or Print)

Local Agency Proposer DBE Information (Consultant Contracts)  
(Rev 6/27/09)

**Distribution:** (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.  
 (2) Original - Local agency files



State of California • Department of General Services • Arnold Schwarzenegger, Governor

## PROCUREMENT DIVISION

Office of Small Business and DVBE Services

707 Third Street, 1st Floor, Room 400 • PO Box 989052

West Sacramento, California 95798-9052 • (800) 559-5529

Dec 16, 2009

DVBE APP

Supplier #13090  
 ROBERT WADA & ASSOCIATES INC  
 410 W AMERIGE AVE  
 FULLERTON CA 92832-1709

Dear Business Person:

Congratulations on your certified Disabled Veteran Business Enterprise (DVBE) status with the State of California. Your certification entitles you to benefits under the state's DVBE Participation Program within state contracting, including the three percent DVBE participation goal for overall state contract dollars.

### Certification Period

From Nov 3, 2009 to Dec 31, 2010

### Business Types

Service

### Classifications

811516 - Cartography

### Proof of Certification Status

To verify your firm's small business certification status go to <http://www.eprocure.dgs.ca.gov/default.htm> and select "SB/DVBE Search."

### Annual Submission Requirement

All DVBEs must submit to the Office of Small Business and DVBE Services (OSDS) each post certification tax year, a complete copy of the business' federal income tax return, including extensions, within 90 days of the tax return's filing due date. If your business is a partnership, each partner must also submit a complete copy of his or her individual tax return. Additionally, if you are a DVBE that is not a sole proprietorship and your firm rents equipment to the state, you must include in your submittal a complete copy of the personal federal income tax returns for each of your disabled veteran owners, including extensions, and within 90 days of the individual's tax return filing due date. Failure to comply will result in the suspension of your DVBE status and possible decertification, and it shall prohibit your business from participation any state contract until all requirements are met.

### Maintaining Your Online Certified Firm Profile

To update your certified firm profile visit <http://www.eprocure.dgs.ca.gov/default.htm> and click on Login or Register

to eProcurement (BidSync). You may report changes to the following: Mailing and Principal Office Address; Contact Information; United Nations Standard Products and Services Code, North American Industry Classification System (applicable only to Manufacturers); Keywords and Service Areas. If you update your certified firm profile beyond the aforementioned items, it will require a review of your file and may have an impact to your current certification.

This feature enables California certified small businesses and DVBEs with a convenient way to maintain certain company profile information, including customizing keywords to best describe business specialties. The keywords help many state, local government and other agency buyers and potential business partners find you or a pool of businesses like yours. Don't let a business opportunity pass you by. Keep your certified firm profile information current and your keywords fine-tuned.

### Reporting Business Changes

Notify OSDS of all business changes or your certification status will be subject to revocation. To report changes, complete a "Certification Information Change" form located at <http://www.documents.dgs.ca.gov/pd/smallbus/certchange.pdf>. This form also identifies the type of changes which requires submission of a new certification application.

### Certification Renewal

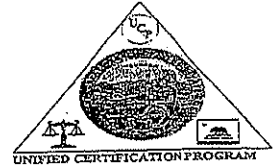
A renewal application will be mailed to you prior to the expiration of your DVBE certification. If you do not receive an application, please call us so that you may timely renew your certification.

If you have any questions, please contact me at 800.559.5529 (Procurement Division receptionist) or 916.375.4940 (OSDS receptionist), by email [Louise.Kurashige@dgs.ca.gov](mailto:Louise.Kurashige@dgs.ca.gov) or by fax 916.375.4950. The Procurement Division oversees many programs that further state contracting participation. For more information regarding these programs, visit our website at [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) or visit the Procurement Division's website at [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd).

Sincerely,

Louise Kurashige  
Certification Officer  
Office of Small Business and DVBE Services

# CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



## DEPARTMENT OF TRANSPORTATION

CIVIL RIGHTS  
1823 - 14<sup>th</sup> STREET, MS-79  
SACRAMENTO, CA 95811  
Phone: (916) 324-1700  
Toll Free: (866) 810-6346  
Fax: (916) 324-1862  
TTY: 711

Dear Business Owner:

Thank you for your continued interest in the Disadvantaged Business Enterprise (DBE) Certification program.

We are pleased to inform you that your business has been recertified for the next five years from the issuance date on the enclosed DBE certificate.

We wish you much success in your business endeavors.

Sincerely,

JANICE SALAIS  
Chief  
Certification Unit

Enclosure

**CALIFORNIA UNIFIED CERTIFICATION PROGRAM  
DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE**

**ROBERT WADA & ASSOCIATES, INC**

410 W. AMERIGE AVENUE  
FULLERTON, CA 92832 1409

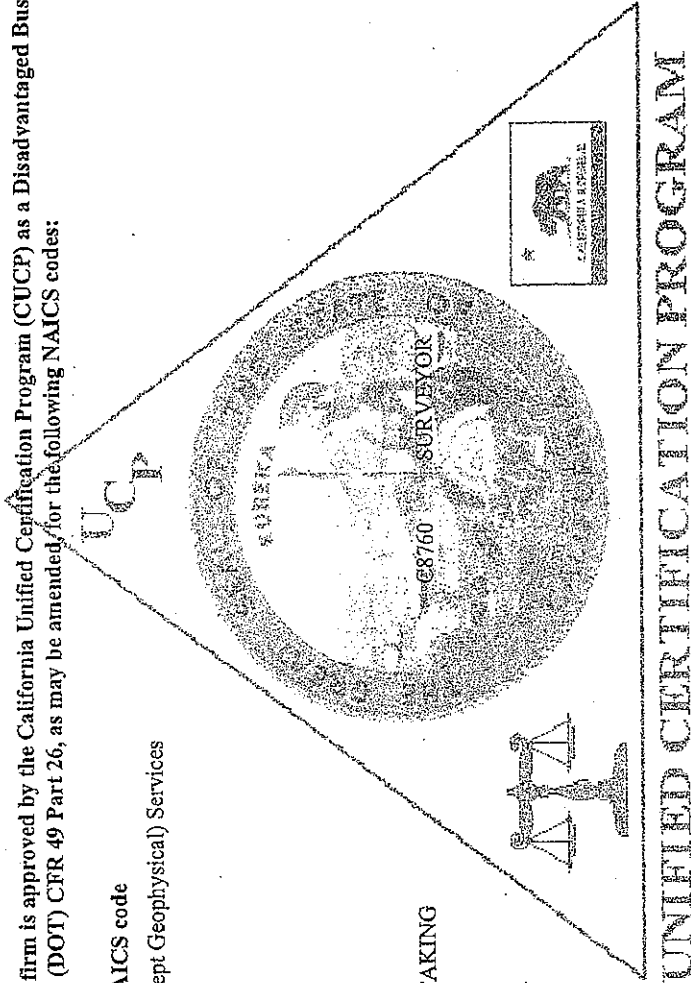
Owner: ROBERT WADA

Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) \* Indicates primary NAICS code

\* 541370 Surveying and Mapping (except Geophysical) Services



Work Category Code(s)

C0700 CONSTRUCTION STAKING

Licenses

LS Land Surveyor

CERTIFYING AGENCY:

DEPARTMENT OF TRANSPORTATION  
1823 14TH STREET, MS 79  
SACRAMENTO, CA 95811 0000  
(916) 324-1700

UCP Firm Number : 3033

*James Salas*  
CUCP OFFICER

October 23, 2009

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California on Federal-aid contracts. We ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.



## Supplier Clearinghouse

Utility Supplier Diversity Program  
Public Utilities Commission – State of California

May 6, 2009

ROBERT M. WADA  
ROBERT WADA & ASSOCIATES INC  
410 WEST AMERIGE AVENUE  
FULLERTON, CA 92832-1709

**CHS Verification Order Number: 90KS0080**

In accordance with General Order 156, the Supplier Clearinghouse (formerly "WMBE Clearinghouse") has verified and certified your firm as follows:

### MBE

This status enables your firm to be recognized as a women and/or minority-owned business when competing for procurements by public utilities participating in the Utility Supplier Diversity Program.

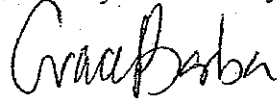
Certification is valid for three years with the following conditions:


1. You must notify the Clearinghouse of any change in ownership and/or control of your firm within 30 days of the change. Failure to notify the Clearinghouse violates section 8285 of the Public Utilities Code, which is cited in the application.
2. The Clearinghouse may reconsider your certification status:
  - a. If it is determined that such status was knowingly obtained by false, misleading or incorrect information.
  - b. If, in a formal opinion, the California Public Utilities Commission determines that the WMBE verification criteria under which you were deemed eligible are no longer valid.
3. The Clearinghouse may request additional information or conduct on-site visits at any time during the term of your verification.

If the Clearinghouse has verified you under the Comparable Agency Verification process, your certificate will expire on the same day as that of the comparable agency. Because firms verified by the Clearinghouse are required to submit application forms at least once every three years, we will not certify you for more than three years at a time even if your other agency's certificate is valid for longer than that. Comparable Agency Certification may be used only once. After expiration of the Comparable Agency Certificate, you must submit the full Clearinghouse verification application package in order to retain your eligibility.

**Please notify us of any change in address so that you will receive renewal notices.**

We wish you success in your future endeavors.

  
Grace Barba  
Administrative Coordinator

  
Beverly Popek  
Project Director

---

*SUPPLIER CLEARINGHOUSE - Administered by ASIAN, Inc. pursuant to PUC General Order 156*

1167 Mission St., 4<sup>th</sup> Fl.  
San Francisco, CA 94103  
Toll Free: 800-359-7998  
Tel: 415-928-6892 Fax: 415-921-0182



**SUPPLIER CLEARINGHOUSE  
CERTIFICATE OF ELIGIBILITY**

CERTIFICATION EXPIRATION DATE: 5/5/2012

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of **ROBERT WADA & ASSOCIATES INC** of FULLERTON, CA as a **MBE** pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days upon any changes of ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if a verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in San Francisco.

VON: 90KS0080

May 6, 2009



November 18, 2010 and Revised December 6, 2010

Balancing the Natural and Built Environment

Margery Lazarus, PE, Senior Engineer  
Capital Projects Division  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552-0805

Subject: Request for Proposal for Consultant Surveying Services  
SR-60 / Mason Street Interchange Improvements  
EA 323001 Project No. 98-25897

Dear Margery:

Psomas is pleased to submit our cost proposal for the above referenced project. Attached is our Summary of Costs Sheet, Task Man-hours and extended billing rates.

As stated in our proposal, Psomas has provided construction surveying and mapping services to the City of Moreno Valley, Riverside County Transportation Commission (RCTC), Caltrans and various other Southern California agencies and public sector clients. With our full service, multi-discipline firm operating nationally from 11 offices in three states, Psomas is capable of performing a broad range of survey services. Psomas can field up to 30 fully-equipped survey crews on a daily basis and we have ample staff to respond within 48 hours to staking requests.

We have a local Inland Empire office located in Riverside, where the work on this project will be performed and managed, under the direction of myself, Cliff Simental, PLS. We have experience working on California freeways and highways in Riverside, San Bernardino, Los Angeles, and Ventura counties and we are thoroughly familiar with Caltrans standards and methodologies.

In addition to our own resources, Psomas has teamed with Robert Wada & Associates, Inc. a certified DBE and UDBE firm to provide survey field resources to the Psomas team, and we are committed to the City of Moreno Valley to meet the 5.3% UDBE participation goal and the 1.7% DBE participation goal for this contract.

We are confident the Psomas project team will successfully work and communicate with you and will provide the City of Moreno Valley with our superior surveying services to aid in the successful completion of this project. Thank you for providing Psomas the opportunity to submit our proposal. We look forward to the next step in the selection process!

Sincerely,

**PSOMAS**



Cliff Simental, PLS  
Vice President  
Land Surveying and Mapping

2010 Iowa Avenue  
Suite 101  
Riverside, CA 92507-2465

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Fax 951.682.3379  
www.psomas.com

# PSOMAS

## LAND SURVEYING AND MAPPING SERVICES SR 60 / Nason Street Interchange Improvements

CONSTRUCTION SURVEYING		PROFESSIONAL & TECHNICAL CLASSIFICATIONS					TOTALS	
	PROJECT MANAGER	OFFICE SURVEYOR	SURVEY CAD	PROJECT ADMIN	2-PERSON SURVEY CREW	TOTAL MAN HOURS	TOTAL DOLLARS	
	\$225.00	\$150.00	\$110.00	\$75.00	\$242.00			
1	Pre-Construction Calculations	2	16	2		20	\$3,000	
2	Construction Control	1			16	17	\$4,097	
3	R/W Flagging	1			16	17	\$4,097	
4	Cadastral Survey/Corner Records	2	24	2	16	44	\$8,072	
5	Rough Grading	4			54	58	\$13,968	
6	Drainage Facilities	1			32	33	\$7,969	
7	Utility Relocation	1			32	33	\$7,969	
8	Stage 1	1			32	33	\$7,969	
9	Stage 2	1			32	33	\$7,969	
10	Stage 3	1			36	37	\$8,937	
11	Retaining Walls	1			40	41	\$9,905	
12	Signal, Lighting, Electrical	1			16	17	\$4,097	
13	Restake Budget	1			40	41	\$9,905	
14	Right of Way Monuments	1		2	40	43	\$10,055	
15	Record of Survey	2	40	2		44	\$6,600	
16	As Needed Services *	8		1	72	81	\$19,299	
	<b>Sub Total</b>	<b>29</b>	<b>80</b>	<b>9</b>	<b>474</b>	<b>592</b>	<b>\$133,908</b>	
	County Checking Fees Budget						\$1,000	
	Robert Wada (UDBE) (DBE)						\$10,350	
	<b>Total</b>						<b>\$145,258</b>	

\* To be authorized by the City/Resident Engineer

**LAND SURVEYING AND MAPPING SERVICES**  
**SR 60 / Nason Street Interchange Improvements**

*Robert Wada & Associates, Inc. (UDBE) (DBE)*

CONSTRUCTION SURVEYING	PROFESSIONAL & TECHNICAL CLASSIFICATIONS					TOTALS	
	PROJECT MANAGER	OFFICE SURVEYOR	SURVEY CAD	PROJECT ADMIN	2-PERSON SURVEY CREW	TOTAL MAN HOURS	TOTAL DOLLARS
			\$110.00	\$80.00	\$225.00		
1					10	10	\$2,250
2					8	8	\$1,800
3					8	8	\$1,800
4					8	8	\$1,800
5					8	8	\$1,800
6					8	8	\$1,800
7					8	8	\$1,800
8					8	8	\$1,800
9					8	8	\$1,800
10					4	4	\$900
11							
12							
13							
14							
15							
					46	46	\$10,350
Sub Total					46	46	\$10,350
County Checking Fees Budget							
Total							\$10,350

**Fee Schedule**

**PSOMAS  
California**

***Civil Engineering, Surveying, and Geospatial Services***

*Rates for Office Services are Effective from through December 31, 2011*

**Hourly Rates**

***Office Services***

\$ 75-85	- Word Processors and Project Assistants
\$ 85-105	- Drafters, Design Drafters, Analysts, and Assistant Planners
\$85 - \$120	- Staff Surveyors/CADD Technician/GIS Technicians
\$105 -145	- Planners, Engineers and Surveyors
\$120 - \$150	- Project Engineers/ Project Surveyors/GIS Specialist
\$150-195	- Planning and Entitlements, Principals
\$150 - \$165	- Sr. Project Surveyor/Sr. GIS Specialist
\$165 - \$195	- Sr. Project Manager/Technical Manager
\$185 - \$210	- Principal in Charge

**Hourly Rates**

***Field Services***

\$165	- One-man survey party
\$242	- Two-man survey party
\$355	- Three-man survey party
\$145	- Field Supervisor

*Hourly rates for field survey parties include normal usage of field equipment and are fully equipped rates.*

**Reimbursables**

*Mileage and parking expenses incurred by office employees are charged at cost. Prints, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent. The services of outside consultants will be charged at cost plus fifteen percent.*



**ROBERT WADA & ASSOCIATES, INC.  
HOURLY RATE SCHEDULE  
October 1, 2009**

<u>OFFICE - ONE MAN</u>	<u>RATE</u>
Research/Calculations	\$ 110.00
CAD Drafting	110.00
Manual Drafting	100.00
Clerical	80.00

FIELD

2 Man Survey Party	\$ 225.00
3 Man Survey Party*	260.00

\*Under normal conditions, a 2 man field crew is primarily used on most surveys.

The above rates are for local work in the southern portion of Los Angeles County, parts of San Bernardino and Riverside Counties and all of Orange County. Rates include a vehicle, equipment and a normal amount of blueprinting, office and field supplies.

Additional mileage to distant locations will be charged at \$.50 per mile.

Supplies exceeding a normal amount and any job-related additional expenses will be charged for at our cost.

On remote projects where field crews are required to remain overnight, personnel are paid at the rate of \$100.00 per man for each night spent on the project in accordance with the Master Survey Agreement with Operating Engineers Local 12.

Effective to October 1, 2010

CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT "C"**

## TERMS OF PAYMENT

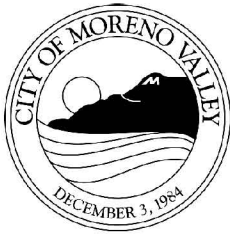
1. The Consultant's compensation shall not exceed \$145,258.
2. The consultant will submit an invoice to the City once a month for work completed based on milestones completed and accepted by the City, which documentation evidencing milestones completed to date (refer to milestones identified in Section VIII, Payment to Consultant in Exhibit "A" – City's Request for Proposal). At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.

W:\CapProj\CapProj\PROJECTS\Marge - 98-25897 Route 60-Nason Interchange\Construction\Consultants\Consultant - Survey\Agreement\Agreement-Design Professional - PSOMAS.doc  
Revised 10/13/09

EXHIBIT "D"

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>WJB</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 11, 2011

**TITLE:** Employer Pickup Resolution Pre-Tax Payroll Deduction Plan for Service Credit Purchases (Contribution Code 14)

---

### **RECOMMENDED ACTION**

Staff recommends that City Council take action to approve the attached Resolution No. 2011-05, Employer Pickup Resolution Pre-Tax Payroll Deduction Plan for Service Credit Purchases (Contribution Code 14).

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

“Not applicable.”

### **BACKGROUND**

During the FY 2010/11 labor negotiations, the City agreed to implement the pre-tax basis of reporting the 8% salary deductions for the member’s contribution for CalPERS for all employees who are active members of CalPERS and who were hired by the City of Moreno Valley on or after July 2, 2009.

### **DISCUSSION**

There is no direct cost to the City of Moreno Valley that will result from the City Council taking action to approve the attached Employer Pickup Resolution Pre-Tax Payroll Deduction Plan for Service Credit Purchases (Contribution Code 14). The benefit to the employees is that the 8% salary deductions for the member’s contribution for CalPERS will be made on a pre-tax basis and the affected employees will see a net gain in their net income on their payroll checks.

**ALTERNATIVES**

The action of the City Council to approve the attached resolution will fulfill the City's agreement with the three employees bargaining units: Moreno Valley City Employees Association; Moreno Valley Management Association; and Moreno Valley Confidential Management Employees.

**FISCAL IMPACT**

There is no direct cost to the City of Moreno Valley that will result from the City Council taking action to approve the attached resolution, and therefore, there will be no impact on the City budget.

**CITY COUNCIL GOALS**

The action of the City Council to approve the attached resolution will contribute to one of the City Council's goals, i.e. "Positive Environment: Create a positive environment for the development of Moreno Valley's future."

**NOTIFICATION**

All of the City's employees bargaining units have been notified of the staff report and staff recommendation for City Council to approve the attached Employer Pickup Resolution Pre-Tax Payroll Deduction Plan for Service Credit Purchases (Contribution Code 14). Copies of this staff report and attached resolution was sent to all of the employees bargaining units, and they concur with the recommended City Council action.

**ATTACHMENTS/EXHIBITS**

Attachment 1: Employer Pickup Resolution Pre-Tax Payroll Deduction Plan for Service Credit Purchases (Contribution Code 14).

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:

Employer code: 1384

**EMPLOYER PICKUP RESOLUTION  
PRE-TAX PAYROLL DEDUCTION PLAN  
FOR SERVICE CREDIT PURCHASES  
(CONTRIBUTION CODE 14)**

WHEREAS, the Board of Administration of the California Public Employees' Retirement System (CalPERS) at the April 1996 meeting approved a pre-tax payroll deduction plan for service credit purchases under Internal Revenue Code (IRC) section 414(h)(2); and

WHEREAS, the City of Moreno Valley has the authority to implement the provisions of IRC section 414(h)(2) and has determined that even though implementation is not required by law, the tax benefit offered by this section should be provided to those employees who are members of CalPERS; and

WHEREAS, the City of Moreno Valley elects to participate in the pre-tax payroll deduction plan for all employees in the following CalPERS Coverage Group(s):

All employees who are active members of CalPERS and who were hired by the City of Moreno Valley on or after July 2, 2009.

NOW, THEREFORE, BE IT RESOLVED:

- I. That the City of Moreno Valley will implement the provisions of IRC section 414(h)(2) by making employee contributions for service credit purchases pursuant to the California State Government Code on behalf of its employees who are members of CalPERS and who have made a binding irrevocable election to participate in the pre-tax payroll deduction plan. "Employee contributions" shall mean those contributions reported to CalPERS which are deducted from the salary of employees and are credited to individual employee accounts for service credit purchases, thereby resulting in tax deferral of employee contributions.
- II. That the contributions made by the City of Moreno Valley to CalPERS, although designated as employee contributions, are being paid by the City of Moreno Valley in lieu of contributions by the employees who are members of CalPERS.

- III. That the employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City of Moreno Valley to CalPERS.
- IV. That the City of Moreno Valley shall pay to CalPERS the contributions designated as employee contributions from the same source of funds as used in paying salary, thereby resulting in tax deferral of employee contributions.
- V. That the effective date for commencement of the pre-tax payroll deduction plan cannot be any earlier than the date the completed resolution is received and approved by CalPERS.
- VI. That the governing body of the City of Moreno Valley shall participate in and adhere to requirements and restrictions of the pre-tax payroll deduction plan by reporting pre-tax payroll deductions when authorized by CalPERS for those employees of the above stated Coverage Group(s) who have elected to participate in this plan.

**PASSED AND ADOPTED** by the governing body of the City of Moreno Valley  
 this 11th) day of January, 2011.

BY \_\_\_\_\_  
 (Signature of Official)

\_\_\_\_\_  
 (Title of Official)

**RETURN ADDRESS:**

Sonny Morkus, Human Resources Director  
 City of Moreno Valley  
 14177 Frederick Street  
 P. O. Box 88005  
 Moreno Valley, CA 92552-0805

\*\*\*\*\*

<b>FOR CALPERS USE ONLY</b>	
Pre-tax payroll deduction plan effective date: _____	
Approved By: _____	Title: _____
<b>MEMBER SERVICES DIVISION, Service credit section-Unit 830</b>	

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)

WHEREAS, the Board of Administration of the California Public Employees' Retirement System (CalPERS) at the April 1996 meeting approved a pre-tax deduction plan for service credit purchases under Internal Revenue Code (IRC) section 414(h)(2); and

WHEREAS, the City of Moreno Valley has the authority to implement the provisions of IR section 414(h)(2) and has determined that even though implementation is not required by law, the tax benefit offered by this section should be provided to those employees who are members of CalPERS; and

WHEREAS, the City of Moreno Valley elects to participate in the pre-tax payroll deduction plan for all employees in the following CalPERS Coverage Group(s):

All employees who are active members of CalPERS and who were hired by the City of Moreno Valley on or after July 2, 2009.

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

- I. That the City of Moreno Valley will implement the provisions of IRC section 414(h)(2) by making employee contributions for service credit purchases pursuant to the California State Government Code on behalf of its employees who are members of CalPERS and who have made a binding irrevocable election to participate in the pre-tax payroll deduction plan. "Employee contribution" shall mean those contributions reported to CalPERS which are deducted from the salary of employees and are credited to individual employee accounts for service credit purchases, thereby resulting in tax deferral of employee contributions.
- II. That the contributions made by the City of Moreno Valley to CalPERS, although designated as employee contributions, are being paid by the City of Moreno Valley in lieu of contributions by the employees who are members of CalPERS.
- III. That the employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City of Moreno Valley to CalPERS.

- IV. That the City of Moreno Valley shall pay to CalPERS the contributions designated as employee contributions from the same source of funds as used in paying salary, thereby resulting in the tax deferral of employee contributions.
- V. That the effective date for commencement of the pre-tax payroll deduction plan cannot be any earlier than the date the completed resolution is received and approved by CalPERS.
- VI. That the governing body of the City of Moreno Valley shall participate in and adhere to requirements and restrictions of the pretax payroll deduction plan by reporting pre-tax deductions when authorized by CalPERS for those employees of the above stated Coverage Group(s) who have elected to participate in this plan.

APPROVED AND ADOPTED this 11th day of January, 2011.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

[Clerk's office will prepare]

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

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SNB</i>
CITY MANAGER	<i>WLB</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** William L. Bopf, Interim City Manager

**AGENDA DATE:** January 11, 2011

**TITLE:** DEPARTMENT CONSOLIDATION AND REQUEST TO ESTABLISH THE TITLE AND SALARY RANGE FOR A NEW POSITION OF COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

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).

### **BACKGROUND**

The City of Moreno Valley is currently facing an annual structural budget deficit of approximately \$12 million to \$15 million. Actions taken in the previous two years to address budget issues include defunding 80 positions, implementing a 36-hour work week/furlough program, and numerous expenditure reductions. In order to achieve an additional cost savings, the City Manager is consolidating the Economic Development and Community Development Departments.

### **DISCUSSION**

Under the authority granted in the Moreno Valley Municipal Code, "the city manager shall be responsible for the efficient administration of all affairs of the city which are under his control. " Section 2.08.060. E. specifically states that the City Manager has

the power to “conduct studies and effect such organization and reorganization of offices, positions or units under his direction as may be indicated in the interest of efficient, effective and economical conduct of the city’s business.” Under this authority, the City Manager is consolidating the Economic Development and Community Development Departments. These two departments have been consolidated as one department in the past, including in the early 1990’s when they were combined as a cost savings measure (the departments were split again in 2005.) The newly consolidated Community and Economic Development Department will be under the direction of Barry Foster, current Economic Development Director. Eliminating the position of Community Development Director will save approximately \$200,000 per year and the majority (94%) of these savings will be realized in the General Fund.

The Economic Development Department administers the City’s economic development (marketing, business attraction and retention), redevelopment, housing, and Community Development Block Grant functions. The Community Development Department includes the City’s Building and Safety, Planning, and Code and Neighborhood Services Divisions. Consolidating these departments makes sense organizationally because they are involved in related concerns such as facilitating appropriate development and eliminating substandard maintenance of buildings and community blight. Additionally, it is anticipated that the consolidation will improve the coordination of development projects in Moreno Valley.

Staff recommends that the City Council support this consolidation by establishing the “Community and Economic Development Director” job title, establishing the proposed job description (attached), and approve a salary range of \$121,451 - \$193,434 for this new position. The proposed salary range is the same as the range for the positions of Public Works Director and Financial and Administrative Services Director. Staff is also recommending that the City Council authorize the City Manager to modify the Employment Agreement with Barry Foster to reflect these changes. Due to the work schedule reduction/furlough currently in effect for all full-time City employees, the actual salary for these positions is 10% less than the salary range reflects.

### **FISCAL IMPACT**

Consolidating the Economic Development and Community Development Departments will result in a net cost savings to the City of approximately \$200,000 per year, with nearly \$100,000 saved in the current Fiscal Year. Most of these savings will be realized in the General Fund.

### **CITY COUNCIL GOALS**

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

**SUMMARY**

Under the authority granted in the Moreno Valley Municipal Code, the City Manager is consolidating the Economic Development and Community Development Departments. The newly consolidated Community and Economic Development Department will be under the direction of Barry Foster, current Economic Development Director. The consolidation will save approximately \$200,000 per year and the majority of these savings will be realized in the General Fund. Staff is requesting that the City Council take action to establish the job title of “Community and Economic Development Director” as well as establish the job description and salary range for the new position, and authorize the City Manager to modify the Employment Agreement with the employee to reflect these changes.

**ATTACHMENTS**

Attachment: Job Description for Community and Economic Development Director

Prepared By:  
Michelle Dawson  
Acting Assistant City Manager

Concurred By:  
Sonny Morkus  
Human Resources Director

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

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**CLASS SPECIFICATION**  
**Community and Economic Development Director**

**GENERAL PURPOSE**

Under policy direction, plans, organizes and directs the activities and programs of the Community and Economic Development department in providing comprehensive City-wide Community and Economic Development programs and services, including services applicable to the City's redevelopment agency; provides expert professional assistance and guidance to City management on Community and Economic Development, redevelopment, housing and neighborhood preservation issues; **building and safety, code compliance, planning and one-stop counter programs and activities**; advises the City Manager, City Council and City Redevelopment Agency Board of Directors on long-term development planning and policy matters; and performs related duties as assigned.

**DISTINGUISHING CHARACTERISTICS**

This single position class is responsible for managing, directing and integrating the functions, programs and activities of the Community and Economic Development department which provides broad, City-wide Community and Economic Development, redevelopment and neighborhood preservation services, **comprehensive City-wide building and safety, code compliance, planning and one-stop counter services**. The incumbent provides advice and strategic leadership to the City Manager, City Council and department directors in the development of short- and long-term development and redevelopment plans to meet the City's strategic growth and development objectives. Responsibilities are broad in scope and involve highly sensitive and publicly visible projects that require a high degree of policy, program and management discretion. Results are evaluated in terms of overall effectiveness

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, controls, manages and evaluates the work of the Community and Economic Development department, including the City Redevelopment Agency (RDA); with subordinate managers and supervisors, participates in establishing operational plans and initiatives to meet department goals and objectives; implements departmental plans, work programs, processes, procedures and policies required to achieve overall department performance results; coordinates and integrates department functions and responsibilities to achieve optimal efficiency and effectiveness; participates in developing and monitoring performance against the annual departmental and RDA budgets.
2. **Plans, directs, manages, administers, integrates and evaluates a wide range of community development activities and programs in compliance with federal, state and municipal codes and regulations governing building and safety, code compliance and City planning; ensures the proper administration and enforcement of the City's zoning, housing, building, safety and related codes.**

3. Represents the department and/or City in City Council, Planning Commission and other meetings; ensures timely actions on Planning Commission cases and implementation of City Council resolutions on community development matters; informs and advises the City Manager and Planning Commission on community development issues.
4. Analyzes, reviews and directs the preparation of code amendments and regulations; keeps informed on current regulations and changes in codes and legislation; furnishes updated interpretations of codes and regulations to other City management and staff.
5. Monitors developments in planning, and economic and community development matters, evaluates their impact on City programs and operations, and implements improvement where warranted.
6. Participates with other managers in establishing strategic plans for the City; sets overall management and policy goals and objectives for the Community and Economic Development department; coordinates department program and policy issues with managers of other departments and/or on a City-wide basis.
7. Plans and evaluates the performance of managers, supervisors and staff; establishes performance requirements and personal development targets; monitors performance and provides coaching for performance improvement and development; provides or recommends compensation and other rewards to recognize performance; takes disciplinary action, up to and including termination, to address performance deficiencies, subject to management concurrence, in accordance with the City's human resources policies and procedures and labor contract provisions.
8. Provides leadership and works with managers, supervisors and staff to develop and retain highly competent, customer service-oriented staff through selection, compensation, training and day-to-day management practices that support the City's mission, strategic goals and core values.
9. Develops and directs the implementation of goals, objectives, policies and standards for the Community and Economic Development department; provides expert professional assistance to City management on a wide variety of Community and Economic Development issues and opportunities; plans, coordinates and participates in implementing programs and initiatives to achieve the retention and expansion of businesses within the City; directs and oversees initiatives to attract and expand quality businesses that provide job opportunities and expand or diversify the City's tax base; works with Community Development, Public Works, other City departments and outside agencies to provide incentives and facilitate consideration and approval of new commercial and industrial development projects.
10. Develops and directs the implementation of goals, objectives, policies and standards for the City's Redevelopment Agency; directs, oversees and participates in long-range programmatic and financial planning for the Agency; aggressively pursues development, implementation and evaluation of programs and initiatives to achieve the orderly redevelopment of under-performing properties; directs, oversees and may participate in processes to obtain input and gain support from business and property owners for neighborhood development and enhancement projects.
11. Directs application for grant funding for neighborhood preservation and housing development programs; oversees planning and implementation of housing rehabilitation programs and projects involving financing through various federal and state grants; oversees the execution of affordable

housing revitalization projects for low- and moderate-income households to meet City goals and requirements; directs the development and implementation of targeted neighborhood revitalization plans and programming; oversees programming, utilization and management of CDBG block grant and other special sources of funds.

12. Develops and reviews reports of findings, alternatives and recommendations involving a broad range of complex funding, financial and Community and Economic Development issues; makes presentations before the City Council, RDA Board of Directors, Planning Commission, other agencies, business and community groups and the media on Community and Economic Development and redevelopment programs and initiatives; monitors legislative and other developments related to Community and Economic Development and redevelopment financing and evaluates their impacts on City operations; recommends program, policy and procedural changes.

#### **OTHER DUTIES**

1. Serves as a City liaison to the Chamber of Commerce and other community and business groups.
2. Assists as needed on special assignments and projects.

#### **QUALIFICATIONS**

##### **Knowledge of:**

1. Theories, principles and practices of urban and community planning and development, particularly as they apply to assigned Community and Economic Development and redevelopment responsibilities.
2. Theory, principles, practices and techniques of urban planning, building and construction inspection, code compliance, safety, planning, workforce development and related community development services.
3. Principles, methods, practices and legal requirements for public agency capital financing applicable to redevelopment agency programs and operations.
4. Principles and practices of public Community and Economic Development programs, including successful methods for the attraction and retention of commercial and industrial businesses.
5. Real estate law and mortgage lending practices and procedures.
6. Federal, state and local laws, regulations and court decisions applicable to assigned areas of responsibility.
7. Principles and practices of public agency budgeting.
8. Sources of grant funding applicable to areas of responsibility and grant writing methods and practices.
9. Principles, practices, methods and tools of project management.
10. Principles, methods and techniques of strategic and long-range planning.

11. Principles and practices of public administration, including budgeting, purchasing, contract administration and maintenance of public records.
12. Research methods and statistical and financial analysis techniques.
13. Organization, functions, legal requirements, operations, rules and practices of the City Council.
14. Principles and practices of computer-based financial and loan management accounting systems.
15. Principles and practices of sound business communication.
16. Principles and practices of effective management and supervision.
17. City human resources policies and procedures and labor contract provisions.

**Ability to:**

1. Plan, direct, manage, coordinate and integrate the work of a department providing comprehensive Community and Economic Development, redevelopment and neighborhood preservation services.
2. Define complex management, fiscal, budget and strategic planning issues, perform difficult analyses and research, evaluate alternatives and develop sound conclusions and recommendations.
3. Understand, interpret, explain and apply federal, state and local policy, law, regulations and court decisions applicable to areas of responsibility.
4. Present proposals and recommendations clearly, logically and persuasively in public meetings.
5. Represent the City effectively in negotiations and other dealings on a variety of difficult, complex, sensitive and confidential issues.
6. Prepare clear, concise and comprehensive financial statements, correspondence, reports, studies and other written materials.
7. Exercise sound, expert independent judgment within general policy guidelines.
8. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
9. Establish and maintain effective working relationships with the Mayor, City Manager, Assistant City Manager, City Council members, department directors, managers, elected and appointed officials of other governmental agencies, employees, business and community leaders, the media, residents, the public and others encountered in the course of work.

**Education, Training and Experience:**

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a four-year college with a major in urban planning, public or business administration or a closely related field; and at least ten years of progressively responsible development experience, including public economic, community development, business and/or land use development projects, least five



of which were in a management capacity or as a project manager for large development projects; or an equivalent combination of training and experience.

**Licenses; Certificates; Special Requirements:**

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

**PHYSICAL AND MENTAL DEMANDS**

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Physical Demands**

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

**Mental Demands**

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve complex problems; use math/mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions, and interact with the Mayor, City Manager, City Council, RDA Board of Directors, Planning Commission, managers, elected and appointed officials of other governmental agencies, employees, business and community leaders, the media, residents, the public and others encountered in the course of work.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works under typical office conditions and the noise level is usually quiet.

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ORDINANCE NO. 821

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

WHEREAS, the City Council of the City of Moreno Valley, California (the "City Council"), initiated proceedings pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1. Division 2, Title 5 of the Government Code of the State of California (the "Act"), to form a community facilities district designated as Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "Original District"), held a public hearing pertaining to the District and the levy of special taxes within the Original District, conducted an election and received a favorable vote from the qualified electors of the Original District authorizing the levy of special taxes therein pursuant to the rate and method of apportionment thereof (the "Original District Rate and Method"); and

WHEREAS, the City Council subsequently adopted Ordinance No. 696 authorizing the levy of special taxes within the Original District pursuant to the Original District Rate and Method; and

WHEREAS, the City Council did also previously conduct proceedings to annex certain territory ("Annexation Area No. 1") to the Original District, held a public hearing pertaining to such annexation and the levy of special taxes in Annexation No. 1, conducted an election and received a favorable vote from the qualified electors of Annexation No. 1 authorizing the levy of special taxes therein pursuant to the rate and method of apportionment thereof (the "Annexation Area No. 1 Rate and Method") and annexed Annexation No. 1 to the Original District (the Original District and Annexation No. 1 are referred to collectively herein as the "District"); and

WHEREAS, the City Council subsequently adopted Ordinance No. 765 authorizing the levy of special taxes within Annexation No. 1 pursuant to the Annexation No. 1 Rate and Method; and

WHEREAS, the City Council, at the request of the owners of the property within the District, initiated proceedings to modify the Original District Rate and Method and the Annexation No. 1 Rate and Method as reflected in an Amended and Restated Rate and Method of Apportionment for Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley as set forth in Exhibit "A" attached hereto and incorporated herein by this reference (the "Amended and Restated Rate and Method") that shall apply to the entire District, all as authorized pursuant to the Act;

WHEREAS, as a part of such proceedings, the City Council held a public hearing pertaining to the proposed modifications of the special taxes authorized to be levied within the District, conducted an election and received a favorable vote from the qualified electors authorizing the levy of special taxes in the District pursuant to the Amended and Restated Rate and Method.

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, DOES HEREBY ORDAIN AS FOLLOWS:

**Section 1.** This City Council does, by the passage of this ordinance, authorize the levy of special taxes on taxable properties located in the District pursuant to the Amended and Restated Rate and Method.

**Section 2.** This City Council, acting as the legislative body of the District, is hereby further authorized, by Resolution, to annually determine the special tax to be levied within the District for the then current tax year or future tax years; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the Amended and Restated Rate and Method.

**Section 3.** The special taxes herein authorized to be levied, to the extent possible, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the District may utilize a direct billing procedure for any special taxes that cannot be collected on the County tax roll or may, by resolution, elect to collect the special taxes at a different time or in a different manner if necessary to meet its financial obligations.

**Section 4.** The special taxes authorized to be levied shall be secured by the lien imposed pursuant to Sections 3114.5 and 3115.5 of the Streets and Highways Code of the State of California, which lien shall be a continuing lien and shall secure each levy of the special tax. The lien of the special tax shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and canceled in accordance with Section 53344 of the Government Code of the State of California or until the special tax ceases to be levied by the City Council in the manner provided in Section 53330.5 of said Government Code.

**Section 5.** Ordinance Nos. 696 and 765 shall be repealed upon the effective date of this ordinance.

**Section 6.** A full reading of this Ordinance is hereby waived. This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk shall cause this Ordinance to be published in a newspaper of general circulation in the City.

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

ORDINANCE JURAT

[Clerk's Office will prepare]

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

**Amended and Restated Rate and Method of Apportionment**

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**AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT  
FOR  
COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE  
OF THE CITY OF MORENO VALLEY**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley (“CFD No. 4-I”) and collected each Fiscal Year commencing in Fiscal Year 2010-11, in an amount determined by the City Council through the application of the appropriate Special Tax for “Developed Property,” “Undeveloped Property,” “Taxable Property Owner Association Property,” and “Taxable Public Property” as described below. All of the real property in CFD No. 4-I shall be taxed for the purposes, to the extent and in the manner herein provided, except property defined as Exempt Property and subject to Section E below.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

“**Act**” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

“**Administrative Expenses**” means the following actual or reasonably estimated costs directly related to the administration of CFD No. 4-I: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 4-I or any designee thereof of complying with arbitrage rebate requirements including, but not limited to, any rebate obligation; the costs to the City, CFD No. 4-I or any designee thereof of complying with disclosure requirements of the City, and /or CFD No. 4-I associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 4-I or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 4-I for any other administrative purposes of CFD No. 4-I, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“**Annual Special Tax Requirement**” means that amount required in any Fiscal Year for CFD No. 4-I to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by CFD No. 4-I; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that

**Amended and Restated Rate and Method of Apportionment**

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the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator shall take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

**“Assessor’s Parcel”** means a parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number (APN).

**“Assessor’s Parcel Map”** means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

**“Building Permit”** means a permit for new construction for a structure. For purposes of this definition, “Building Permit” shall not include permits for construction of perimeter fencing, parking lot, wet and dry utility improvements, screening, landscaping, site lighting, required site-related storm water improvements, or other such improvements not intended for occupancy, with the exception of a guard shack, or similar ancillary structure.

**“Bonds”** means any binding obligation including bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 4-I under the Act.

**“CFD Administrator”** means the Special Districts Division Manager of the City of Moreno Valley, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

**“CFD No. 4-I”** means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley.

**“City”** means the City of Moreno Valley.

**“City Council”** means the City Council of the City, acting as the legislative body of CFD No. 4-I.

**“County”** means the County of Riverside.

**“Developed Property”** means all Assessor’s Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied..

**“Exempt Property”** means any property not subject to Special Tax as described under Section E, herein.

**“Final Map”** means a final map, parcel map, lot line adjustment, or other map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots for which building permits may be issued.



**Amended and Restated Rate and Method of Apportionment**

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**“Fiscal Year”** means the period starting July 1 and ending on the following June 30.

**“Indenture”** means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

**“Land Area”** means the square footage of land, excluding rights-of-way, as shown on the applicable Final Map or condominium map or if the square footage is not shown on said map, the square footage of an Assessor’s Parcel as shown on an Assessor’s Parcel Map. If the area is presented in acreage, then the square footage equals the acreage multiplied by 43,560 (square footage per acre). Exhibit 1, attached herein, provides an estimate of the taxable Land Area by Assessor’s Parcel.

**“Maximum Annual Special Tax”** means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year on any Assessor’s Parcel.

**“Outstanding Bonds”** means all Bonds that are deemed to be outstanding under the Indenture.

**“Property Owner Association Property”** means, for each Fiscal Year, (i) any Assessor’s Parcel within the boundaries of CFD No. 4-I for which the owner of record, as determined from the County Assessor’s secured tax roll for the Fiscal Year in which the Special Tax is being levied, is a property owner’s association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street.

**“Proportionately”** means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property. The term "Proportionately" may similarly be applied to other categories of Taxable Property as listed in Section E below. Notwithstanding the above, Assessor’s Parcels that have been delinquent in paying their Special Taxes may be taxed disproportionately to cover the shortfall generated by their delinquency.

**“Public Property”** means, for each Fiscal Year, any Assessor’s Parcel within the boundaries of CFD No. 4-I that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

**Amended and Restated Rate and Method of Apportionment**

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“**Special Tax**” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property and Undeveloped Property to fund the Annual Special Tax Requirement.

“**State**” means the State of California.

“**Taxable Property**” means all of the Assessor's Parcels within the boundaries of CFD No. 4-I, which are not classified as Exempt Property from the Special Tax pursuant to law or Section E, herein, or for which the Special Tax obligation has been prepaid in full per Section G, herein.

“**Taxable Property Owner Association Property**” means Property Owner Association Property that is subject to the levy of the Special Tax pursuant to Section E below.

“**Taxable Public Property**” means Public Property that is subject to the levy of the Special Tax pursuant to Section E below.

“**Trustee**” means the trustee, fiscal agent, or paying agent under the Indenture.

“**Undeveloped Property**” means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, or Taxable Public Property.

**B. CLASSIFICATION OF PROPERTIES**

Each Fiscal Year, all Property within CFD No. 4-I shall be classified as Developed Property, Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property or Exempt Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D.

**C. SPECIAL TAX RATE**

**Maximum Annual Special Tax**

The Maximum Annual Special Tax for each Assessor’s Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be \$0.1924 per square foot of Land Area for Fiscal Year 2010-11, and shall increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Annual Tax for the previous Fiscal Year.

Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing with Fiscal Year 2010-11 and for each following Fiscal Year, the City Council shall levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

**Amended and Restated Rate and Method of Apportionment**

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Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

**E. EXEMPTIONS**

Provided that no such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, the CFD Administrator shall classify as Exempt Property: (i) Public Property; and (ii) Property Owner Association Property. Such minimum square footage shall be subject to reduction by the CFD Administrator should the Special Tax obligation for an Assessor's Parcel be paid off in full or in part per Section G, herein.

The CFD Administrator shall classify property as Exempt Property in the chronological order that such property qualifies to be classified as such.

All or any portion of an Assessor's Parcel in CFD No. 4-I that is transferred to a public agency or property owner's association that reduces the square footage of the total Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, shall not be exempt from the Special Tax and shall instead require a prepayment of the Special Tax obligation for the excess portion of such Assessor's Parcel pursuant to Section G below to eliminate the necessity of levying an annual Special Tax on such excess portion of such Assessor's Parcel. The full or partial prepayment of the Special Tax for such Assessor's Parcel shall occur prior to the transfer of the Assessor's Parcel to a public agency or property owner association.

In the event that the Special Tax obligation applicable to the excess portion of an Assessor's Parcel is not prepaid as specified in the preceding paragraph, Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, will be classified as Taxable Public Property or Taxable Property Owner Association Property, as applicable, and will continue to be subject to Special Taxes accordingly. If the use of an Assessor's Parcel classified as Exempt Property changes so that such Assessor's Parcel is no longer classified as

**Amended and Restated Rate and Method of Apportionment**

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one of the uses that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be classified as Taxable Property.

**F. MANNER OF COLLECTION**

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 4-I may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

**G. PREPAYMENT OF SPECIAL TAX**

The following definitions apply to Section G, herein.

**"CFD Public Facilities"** means those public facilities authorized to be financed by CFD No. 4-I.

**"CFD Public Facilities Costs"** means either \$12.5 million or such lower number as shall be determined either by (a) the CFD Administrator as sufficient to finance the CFD Public Facilities, or (b) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be secured by Special Taxes levied under this Amended and Restated Rate and Method of Apportionment.

**"Construction Fund"** means the fund as identified in the Indenture, which is used to disburse funds to pay the cost and acquisition of public improvements funded with the bond proceeds or Special Taxes.

**"Future Facilities Costs"** means the CFD Public Facilities Costs minus: (a) the portion of the CFD Public Facilities Costs previously funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Construction Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues; and (b) the amount of the proceeds of all previously issued Bonds then on deposit in the Construction Fund.

**"Previously Issued Bonds"** means all Outstanding Bonds that have been issued prior to the date of the prepayment which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes.

**Prepayment of a Special Tax in Part or in Full**

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. The CFD Administrator may charge a reasonable fee for calculation of the Prepayment Amount as defined below.

**Amended and Restated Rate and Method of Apportionment**

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**1. Prepayment in Full**

The Maximum Annual Special Tax obligation may be prepaid and permanently satisfied for any Assessor's Parcel. The Maximum Annual Special Tax obligation applicable to such Assessor's Parcel may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Maximum Annual Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a reasonable fee for providing this figure.

The Prepayment Amount (defined below) shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Prepayment Fees and Expenses
less	Reserve Fund Credit
<u>less</u>	<u>Capitalized Interest Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. Compute the Maximum Annual Special Tax for the Assessor's Parcel to be prepaid.
3. Divide the Maximum Annual Special Tax computed pursuant to paragraph 2 by the sum of the total expected Maximum Annual Special Tax revenues that may be levied within CFD No. 4-I, excluding any Assessors Parcels for which the Maximum Annual Special Tax obligation has been previously prepaid.
4. Multiply the quotient computed pursuant to paragraph 3 by the principal amount of Outstanding Bonds to compute the amount of Previously Issued Bonds to be retired and prepaid (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

**Amended and Restated Rate and Method of Apportionment**

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6. If all the Bonds authorized to be issued have not been issued, compute the Future Facilities Costs.
7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be allocated to such Assessor's Parcel (the "Future Facilities Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Previously Issued Bonds.
9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.
10. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Prepayment Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.
11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").
12. The administrative fees and expenses of CFD No. 4-I are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 4-I Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Fees and Expenses").
13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of:  
(a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment; or  
(b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve fund requirement (as defined in the Indenture).
14. If any capitalized interest for the Previously Issued Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected

**Amended and Restated Rate and Method of Apportionment**

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balance in the capitalized interest fund after such first interest and/or principal payment (the “Capitalized Interest Credit”).

15. The Maximum Annual Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the “Prepayment Amount”).
16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13, and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited in the Construction Fund.

If the Prepayment Amount is insufficient to redeem Bonds in \$5,000 increments, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year’s Special Tax levy as determined under paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year’s Special Tax levy for such Assessor’s Parcel from the County tax rolls. With respect to any Assessor’s Parcel that is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor’s Parcel, and the obligation of such Assessor’s Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.10 times the maximum annual debt service on all Outstanding Bonds.

Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

**2. Prepayment in Part**

The Maximum Annual Special Tax obligation of an Assessor’s Parcel may be partially prepaid. The amount of the prepayment shall be calculated as in Section G.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (P_E \times F) + A$$

These terms have the following meaning:

PP = the partial prepayment

**Amended and Restated Rate and Method of Apportionment**

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- $P_E$  = the Prepayment Amount calculated according to Section G.1, minus Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.
- $F$  = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax obligation.
- $A$  = the Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Annual Special Tax obligation shall notify the CFD Administrator of: (i) such owner's intent to partially prepay the Maximum Annual Special Tax obligation, (ii) the percentage by which the Maximum Annual Special Tax obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if applicable. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Maximum Annual Special Tax obligation for an Assessor's Parcel within 30 days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall: (i) distribute the funds remitted to it according to paragraph 16 of Section G.1, and (ii) indicate in the records of CFD No. 4-I that there has been a partial prepayment of the Maximum Annual Special Tax obligation and that a portion of the Maximum Annual Special Tax obligation equal to the outstanding percentage  $(1.00 - F)$  of the remaining Special Tax obligation shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

**H. TERM OF SPECIAL TAX**

The Special Tax shall be levied on each Assessor's Parcel of Developed Property, Taxable Property Owner Association Property and Taxable Public Property for a period not to exceed 40 years from the Fiscal Year in which the Special Tax is first levied on such Assessor's Parcel as Developed Property, Taxable Property Owner Association Property or Taxable Public Property. The Special Tax shall be levied on Undeveloped Property indefinitely or until such time that all debt service necessary to retire the Bonds is paid in full.

**I. APPEALS**

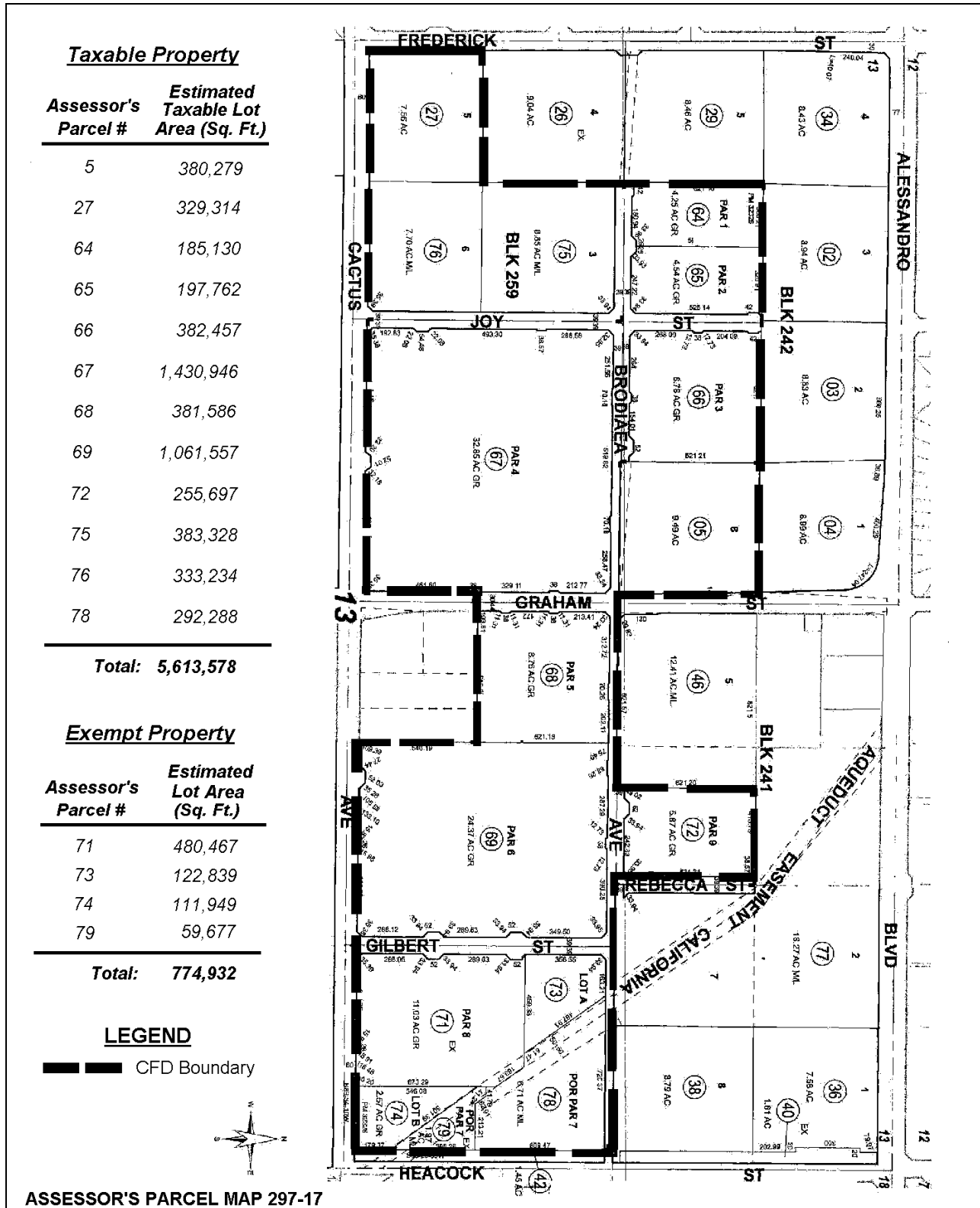
Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to CFD No. 4-I. The CFD Administrator shall review the appeal and if the CFD Administrator concurs, the amount of the Special Tax levied shall be appropriately modified.

The City Council may interpret this Amended and Restated Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals. Any decision of the City Council shall be final and binding as to all persons.

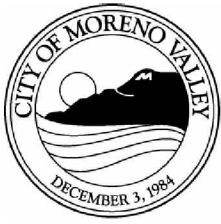


Amended and Restated Rate and Method of Apportionment

Exhibit 1



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

**AGENDA DATE:** January 11, 2011

**TITLE:** 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  
22629 FELBAR AVENUE  
TORRANCE, CA 90505

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-08 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.
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 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.

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

Not applicable.

### **BACKGROUND**

Parcel Map 33152-1 is a 2-lot commercial development located on the east side of the Old 215 Frontage Road, north of Cactus Avenue and south of Alessandro Boulevard that was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, landscaping, raised medians, street lights, water and sewer facilities. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

Andland Properties, LLC is exercising their right to substitute the type of security with the approval of the City Attorney and the Public Works Director/City Engineer, and are providing substitute bonds for the warranty period for the public improvements.

### **DISCUSSION**

The completed improvements have received a final inspection and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance cash security provided by Andland Properties, LLC and held in escrow with Fidelity National Title Company. The original bond amount was \$1,299,000. Three partial reductions have occurred as agreed to in the Public Improvement Agreement leaving a balance of \$423,851.50. Ninety days after City Council approves the Faithful

Performance Bond reduction, the Material and Labor Bond will be reduced by 90% by the Public Works Director/City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the securities will be held for the one-year guarantee and warranty period. The remaining amount to be held for the warranty period is \$129,900 for faithful performance and \$64,950 for labor and material securities. At the end of the guarantee and warranty period the securities will be released by the Public Works Director/City Engineer subject to completion of any defective work that may have appeared during this period.

Andland Properties, LLC will submit a Faithful Performance Bond in the amount of \$129,900 and a Material and Labor Bond in the amount of \$64,950 issued by International Fidelity Insurance Company as the replacement bonds for the warranty period for City approval.

Staff is requesting the City Engineer be authorized 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 once submitted and if there are no stop notices or liens on file with the City Clerk.

## **ALTERNATIVES**

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. Authorize the Public Works Director/City Engineer to execute the 90% reduction to the Faithful Performance security, execute a 90% reduction to 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 Performance and Material and Labor bonds in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*
2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within 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. Do not authorize the Public Works Director/City Engineer to execute the 90% reduction to the Faithful Performance security, execute a 90% reduction to 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 Performance and Material and Labor bonds in one year when all clearances are received. *The required improvements*

*have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

**FISCAL IMPACT**

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

**CITY COUNCIL GOALS**

Not applicable

**NOTIFICATION**

Publication of agenda

**EXHIBITS**

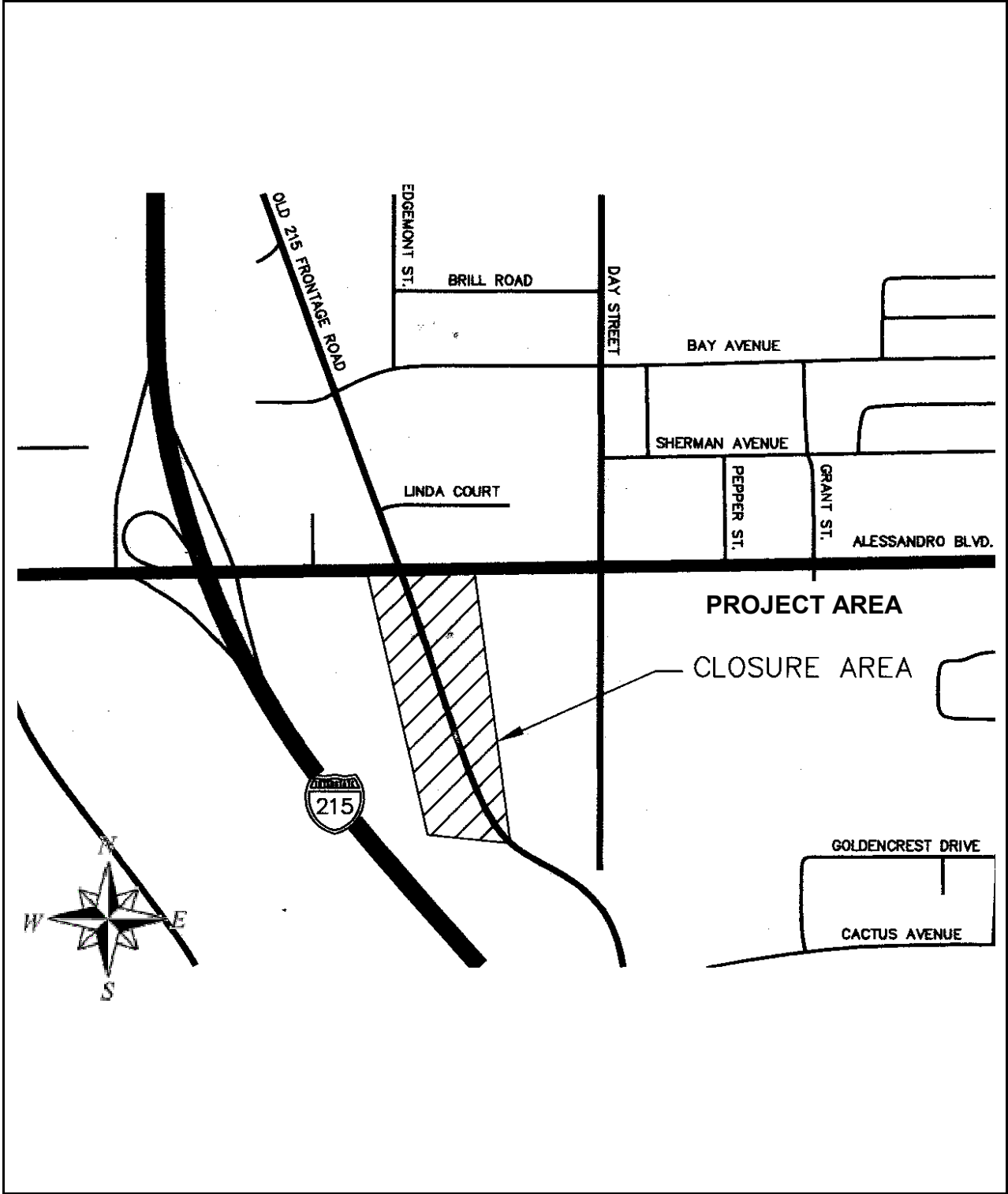
- Exhibit "A" – Vicinity Map
- Exhibit "B" – Proposed Resolution
- Exhibit "C" – Faithful Performance Bond
- Exhibit "D" – Labor and Material Bond

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

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

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

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\01-11-11 - PA05-0108 - PM 33152 - 90% Bond Reduction.doc



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

**PM 33152-1**  
**VICINITY MAP**

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RESOLUTION NO. 2011-\_\_

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 ALLESANDRO BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Andland Properties, LLC on the Old 215 Frontage Road and the portion of Alessandro Boulevard associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Parcel Map 33152-1, Old 215 Frontage Road and the portion of Alessandro Boulevard associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: THE PUBLIC IMPROVEMENTS WITHIN PARCEL MAP 33152-1 ARE COMPLETE AND THE OLD 215 FRONTAGE ROAD AND PORTION OF ALESSANDRO BOULEVARD ASSOCIATED WITH THE PROJECT ARE ACCEPTED INTO THE CITY'S MAINTAINED STREET SYSTEM.

APPROVED AND ADOPTED this 11<sup>th</sup> day of January, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT "B"

1

Resolution No. 2011-\_\_  
Date Adopted: January 11, 2011

RESOLUTION JURAT

[Clerk's office will prepare]

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

**FAITHFUL PERFORMANCE BOND**

**City of Moreno Valley  
County of Riverside  
State of California  
(Government Code Section 66499.1)**

Public Improvements <u>\$129,900</u>	Project No. <u>PM 33152-1</u>
Bond No. <u>0477363</u>	Premium <u>\$3,248.00</u>
Surety <u>International Fidelity Insurance Company</u>	Principal <u>Andland Properties, LLC</u>
Address <u>6151 Fairmount Ave. #211</u>	Address <u>22629 Felbar Avenue</u>
City/Zip <u>San Diego CA 92120</u>	City/Zip <u>Torrance, CA 90505</u>

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **ANDLAND PROPERTIES, LLC**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to PM33152-1, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and International Fidelity Insurance Company, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **ONE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED AND NO/100** Dollars (**\*\*\*\$129,900.00\*\*\***), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

**EXHIBIT "C"**

**FAITHFUL PERFORMANCE BOND (Page 2 of 2)**

**PROJECT NO. PM 33152-1**

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on January 4th, 2011.

NAME OF PRINCIPAL: Andland Properties, LLC  
Company Name

AUTHORIZED SIGNATURE(S): By  
\_\_\_\_\_  
Name Title  
\_\_\_\_\_  
Name Title

NAME OF SURETY: International Fidelity Insurance Company  
Company Name

AUTHORIZED SIGNATURE: \_\_\_\_\_  
Todd Cady ITS ATTORNEY-IN-FACT

**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.  
BOND COMPANY – ATTACH POWER OF ATTORNEY**

Approved as to form:  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
City of Moreno Valley

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**MATERIAL AND LABOR BOND**

**City of Moreno Valley  
County of Riverside  
State of California  
(Government Code Section 66499.2)**

Public Improvements \$64,950 Project No. PM 33152-1  
Bond No. 0477363 Premium Premium Included In Performance Bond  
Surety International Fidelity Insurance Company Principal Andland Properties, LLC  
Address 6151 Fairmount Ave #211 Address 22629 Felbar Avenue  
City/Zip San Diego CA 92120 City/Zip Torrance, CA 90505

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **ANDLAND PROPERTIES, LLC**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PM 33152-1**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **SIXTY-FOUR THOUSAND NINE HUNDRED FIFTY AND NO/100** Dollars (**\*\*\*\$64,950.00\*\*\***), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

**EXHIBIT "D"**

**MATERIAL AND LABOR BOND (Page 2 of 2)**  
**PROJECT NO. [PM 33152-1](#)**

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on January 10<sup>th</sup>, 2011.

NAME OF PRINCIPAL: [Andland Properties, LLC](#)  
Company Name

AUTHORIZED SIGNATURE(S): By:

_____	_____
Name	Title
_____	_____
Name	Title

NAME OF SURETY: International Fidelity Insurance Company  
Company Name

AUTHORIZED SIGNATURE: \_\_\_\_\_  
Todd Cady ITS ATTORNEY-IN-FACT

**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.**  
**BOND COMPANY – ATTACH POWER OF ATTORNEY**

Approved as to form:

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
City of Moreno Valley

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

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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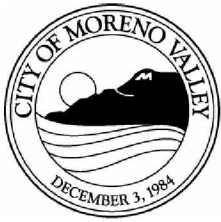


**MINUTES - SPECIAL MEETING OF JANUARY 4, 2011  
(Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.3**

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>gmb</i>
CITY MANAGER	<i>lws</i>

## Report to City Council

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**TO:** Mayor and City Council, acting in their respective capacities as the President and Members of the Board of Directors of the Moreno Valley Community Services District

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

**AGENDA DATE:** January 11, 2011

**TITLE:** 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.  
1800 IMPERIAL HIGHWAY, SUITE 200  
BREA, CA 92821

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### RECOMMENDED ACTION

Staff recommends that the Board of Directors:

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.
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.

### ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

## **BACKGROUND**

On April 14, 2005, the City Council of the City of Moreno Valley approved Tract Map 32384. This tract was conditionally approved requiring the construction of certain public improvements related to park use purposes for Rock Ridge Park. The public improvements included, but were not limited to the following: play equipment, gazebos, barbeques, concrete picnic tables, concrete benches, trellis entry structures, concrete waste containers, drinking fountains; two lighted monument signs; walkway security lighting, decorative concrete walkways, landscaping and irrigation, and other amenities typical of parks. Those improvements received on-going inspection during the construction process.

On September 28, 2010, the City Council approved the 90% reduction to the Faithful Performance Bond, but, did not accept the public improvements of Rock Ridge Park into the CSD Maintained System. Prior to the 90% reduction, the Public Works and the Parks and Community Services Departments performed an inspection upon completion of the improvements and a punch list was generated. The required corrective actions were completed prior to the bond reduction.

## **DISCUSSION**

Tract Map 32834 dedicated Lot "A", to the public for park purposes, to the Moreno Valley Community Services District as part of the final map. The improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Government Code, Section 61100, (e), the CSD has authority to acquire, maintain and operate recreation facilities, including, but not limited to, parks and open space. The improvements are now eligible for acceptance into the CSD's Maintained System.

The developer was required to install an 18" storm drain line, along the southerly portion of the park, which is to be maintained by the home owners association (HOA). The storm drain conveys surface runoff from the adjacent Lot "B" designated as an open space easement. The open space will also be maintained by the HOA. Accordingly, the developer executed a Storm Drain Easement and Maintenance Agreement between the developer and HOA (Attachment 4). The Storm Drain Easement and Maintenance Agreement will run with the land (Lot "A") and the City/CSD will not be responsible for the maintenance of the storm drain and/or appurtenances located within the easement.

## **ALTERNATIVES**

1. Approve and adopt the proposed resolution authorizing the acceptance of the public improvements, related to the Lot "A" (Rock Ridge Park) for Tract Map 32834, as complete and into the Community Services District's maintained system; authorize the President of the Board of Directors of the Community Services District (CSD) to accept Lot "A" of Tract Map 32834, as described in the attached grant deed, and authorize the City Clerk to execute the Acceptance Certificate and to transmit the grant deed with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would allow the CSD to*

*accept the Lot "A" into the CSD's Maintained System and would allow the public continual use of the completed improvements.*

2. Do not approve and adopt the proposed resolution authorizing the acceptance of the public improvements, related to the Lot "A" (Rock Ridge Park) for Tract Map 32834, as complete and into the Community Services District's maintained system; do not authorize the President of the Board of Directors of the Community Services District (CSD) to accept Lot "A" of Tract Map 32834, as described in the attached grant deed, and do not authorize the City Clerk to execute the Acceptance Certificate and to transmit the grant deed with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would not allow the CSD to accept the Lot "A" into the CSD's Maintained System and would not allow the public continual use of the completed improvements.*

### **FISCAL IMPACT**

The acceptance of these improvements into the CSD's maintained park system will create an additional fiscal impact to the park maintenance program of the City (Fund #161 and #184).

### **CITY COUNCIL GOALS**

Public Facilities and Capital Projects – Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

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

Community Image, Neighborhood Pride, and Cleanliness – Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

### **NOTIFICATION**

Publication of agenda

### **EXHIBITS**

Attachment 1 – Vicinity Map

Attachment 2 – Proposed Resolution

Attachment 3 – Grant Deed with Acceptance Certificate

Attachment 4 – Storm Drain Easement and Maintenance Agreement

Prepared By  
 Vince Giron  
 Associate Engineer

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

Concurred By  
 Clement Jimenez  
 Senior Engineer, P.E.

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

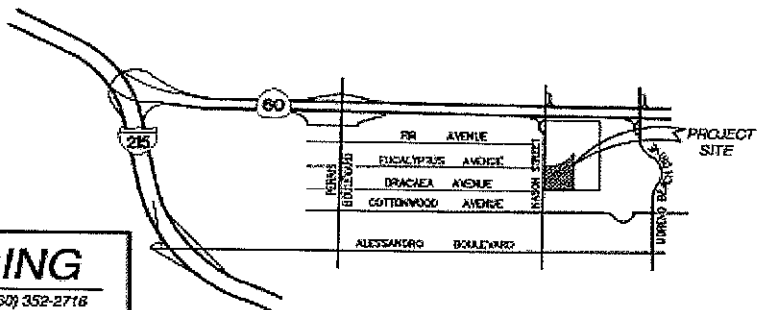
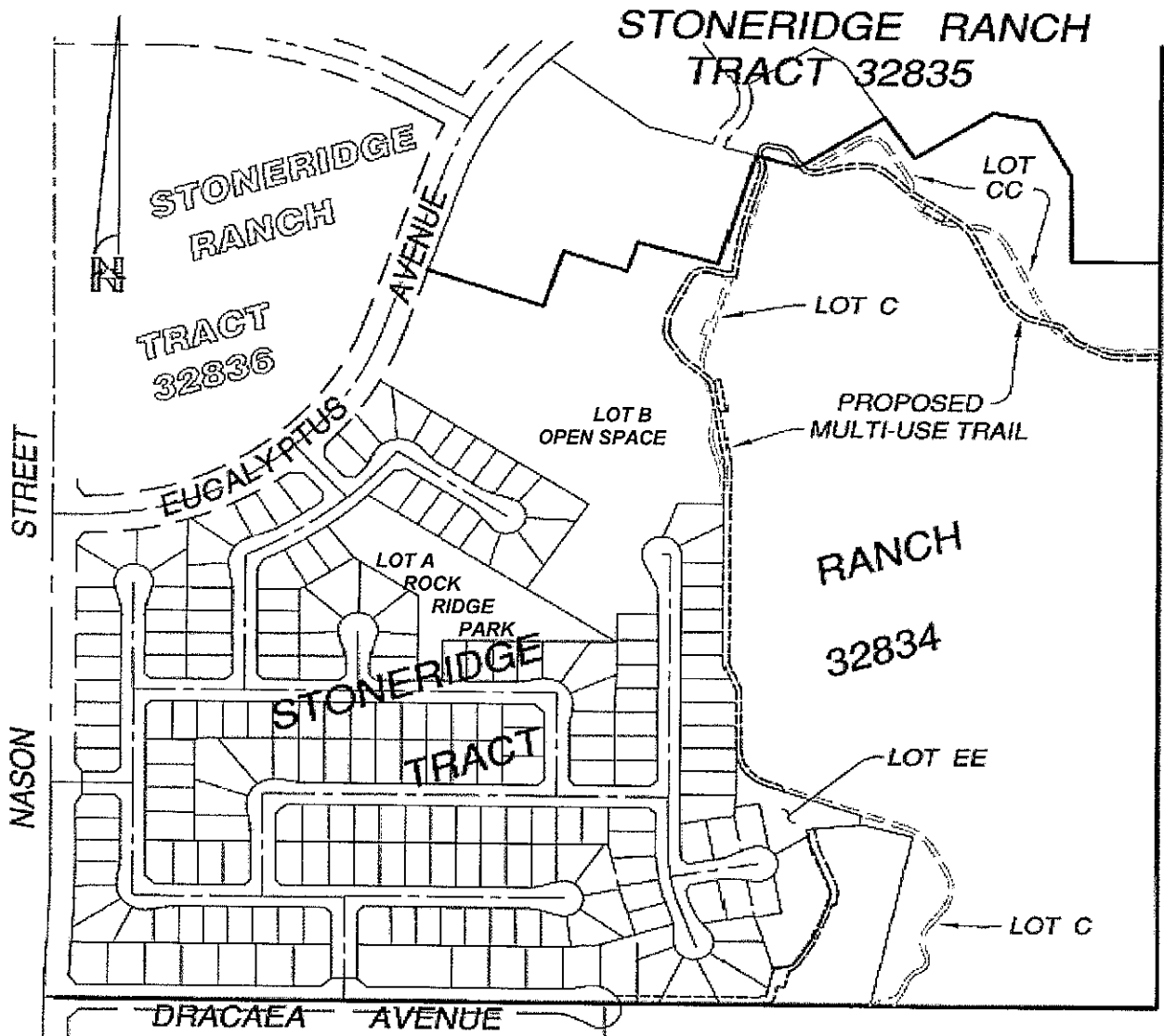
Concurred By  
 Tony Hetherman  
 Parks Projects Coordinator

Department Head Approval  
 Mike McCarty  
 Parks & Community Services Director

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

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VICINITY MAP  
NO SCALE



**HALE ENGINEERING**

7910 CONVOY COURT (951) 715-1420 242 N. 8TH STREET (760) 352-2718  
SAN DIEGO, CA 92111 (858) 715-1424 FAX EL CENTRO, CA 92244 (760) 352-2917 FAX

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

Attachment 1

Tract 32834

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RESOLUTION NO. CSD 2011-01

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.

WHEREAS, the City Engineer has determined that the public improvements, constructed by Beazer Homes Holdings Corp., over Lot "A" (Rock Ridge Park), located within Tract Map 32834 were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council acting in their respective capacity as the Board of Directors of the Community Services District, authorize the acceptance of said public improvements as complete and into the Community Services District's Maintained System, and

WHEREAS, it is in accordance with the Government Code, Section 61100, (e), for the Community Services District to perform this action,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moreno Valley acting in their capacity as the Board of Directors of the Community Services District that the public improvements for Lot "A" (Rock Ridge Park) within Tract Maps 32834 are complete and are hereby accepted into the Community Services District's Maintained System.

APPROVED AND ADOPTED this 11<sup>th</sup> day of January, 2011.

ATTEST:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

ATTACHMENT 2

RESOLUTION JURAT

[Clerk's office will prepare]

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

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

City Clerk  
City of Moreno Valley  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

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

*(Space above this line for Recorder's use)*

**DOCUMENTARY TRANSFER TAX IS NONE.**

*Public Agency exempt.*

*Revenue and Taxation Code Section 11922*

***GRANT DEED***

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **BEAZER HOMES HOLDINGS CORP.**, a Delaware corporation ("**Grantor**") hereby grant(s) and convey(s) in fee title to the **MORENO VALLEY COMMUNITY SERVICES DISTRICT** ("**Grantee**"), a district formed pursuant to California Community Services Law, for themselves, successors or assigns, the following described real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

Lot A of Tract 32834 in the City of Moreno Valley, in the County of Riverside, State of California, as shown by Map on file in Book 401, Pages 46 through 61, inclusive, of Maps, as amended by that certain Certificate of Correction recorded on October 11, 2006 as Instrument No. 2006-0749362

The Property is subject to an easement for storm drain maintenance by GOLDEN FIELDS AT STONERIDGE RANCH HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation, as created and described in that certain Storm Drain Easement and Maintenance Agreement recorded on July 15, 2010 as Instrument No. 2010-0331310 in the Official Records of Riverside County.

IN WITNESS WHEREOF, this instrument has been executed this 6<sup>th</sup> day of August, 2010.

Grantor: Beazer Homes Holdings Corp., a Delaware corporation

By

*Gerald A. Gates*

its  
**Gerald A. Gates**

**Beazer Homes**

By:

**Senior Regional President**

its

Attachment 3

STATE OF CALIFORNIA )  
County of Orange )ss.

On August 6, 2010 before me, Trishka K. Villalta, Notary Public, a Notary Public in and for said State, personally appeared Gerald A. Gates, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Trishka K. Villalta  
Signature of Notary Public



Place Notary Seal Above

## ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the deed or grant dated **August 6, 2010** from **Beazer Homes Holding Corp., a Delaware Corporation**, to the Moreno Valley Community Services District, State of California, in the form attached hereto, is hereby accepted and that the park improvements are complete and accepted into the Community Services District's maintained system, by the order of the City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District, pursuant to authority so ordered on December 14, 2010, and the grantee consents to recordation thereof by its duly authorized officer.

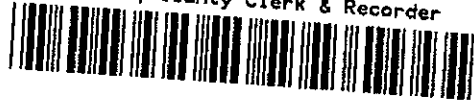
Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk  
City of Moreno Valley

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DOC # 2010-0331310  
 07/15/2010 08:00A Fee:57.00  
 Page 1 of 10

Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:

Fidelity National Title  
 Order No. \_\_\_\_\_

WHEN RECORDED, RETURN TO:

Leven & Seligman, LLP (LSM)  
 1801 Century Park East, Suite 2200  
 Los Angeles, CA 90067

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**STORM DRAIN EASEMENT  
 AND MAINTENANCE AGREEMENT**

57 T  
 043

**THIS STORM DRAIN EASEMENT AND MAINTENANCE AGREEMENT** dated as of JUNE 15, 2010, for reference purposes only (this "Agreement"), is made by and between BEAZER HOMES HOLDINGS CORP., a Delaware corporation (herein, "Developer"), and GOLDEN FIELDS AT STONERIDGE RANCH HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation (herein, the "HOA"), with reference to the following facts:

A. Developer has improved the following described real property as a public park (herein, the "Park Lot") pursuant to the conditions of approval for the residential subdivision known as "Golden Fields at Stoneridge Ranch" (the "Project") that is governed by the HOA, and Developer continues to own the same as of the date hereof:

Lot A of Tract 32834 in the City of Moreno Valley, County of Riverside, State of California, as shown on Map filed in Book 401, Pages 46 through 61, inclusive, of Maps, in the office of the County Recorder of said County, as amended by that certain Certificate of Correction recorded on October 11, 2006, as Instrument No. 2006-0749362 in the Official Records of said County.

B. Developer is prepared to convey fee title to the Park Lot to the Moreno Valley Community Services District of the City of Moreno Valley (herein, the "CSD"), and the CSD is prepared to accept the same provided that the HOA agrees to maintain certain storm drain improvements installed by Developer upon and under the Park, said improvements being more particularly identified and depicted on Exhibit A hereto (the "Subject Improvements").

C. Developer and the HOA now desire to enter into this Agreement in order to identify the Subject Improvements and the maintenance obligations of the HOA with respect thereto and to provide an easement of use and access to the HOA as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing, incorporated herein by this reference, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement; Maintenance Obligations. Developer has heretofore installed the Subject Improvements within the Easement Area defined below. Developer does hereby grant and convey to the HOA, its representatives, agents, and contractors the Subject Improvements

together with an easement (herein, the "Easement") upon, over and under that certain ten-foot (10') wide portion of the Park Lot to a maximum depth of ten-feet (10) for the purpose of maintaining the Subject Improvements therein and thereon as follows (collectively, the "Maintenance Obligations"):

- (a) to maintain the storm drain pipe within the Easement at a depth not to exceed ten feet (10') below the surface of the land;
- (b) to prevent access to the inlet for the storm drain pipe by animals and unauthorized persons, said inlet being situated upon land that is owned or will be owned by the HOA adjacent to the Park Lot;
- (c) to maintain and replace at least annually silt protection devices at said inlet to the storm drain pipe;
- (d) to at all times maintain the storm drain pipe, and its inlet and all appurtenances in such condition as to prevent flooding on or damage to the Park Lot from any flows within the design specifications of said drainage facilities, including replacing or repairing in a manner approved by the CSD and the City of Moreno Valley all or part of said system necessary for said system to carry the flows within its design specifications;
- (e) at least annually or more frequently following significant rain events, to clean said inlet of the storm drain pipe on said adjacent land;
- (f) at least every two (2) years, to have the underground storm drain pipe inspected by a professional and to clean Subject Improvements in a manner as prescribed by law as needed;
- (g) at such times as the CSD may require, to perform such other necessary maintenance as the CSD may require;
- (h) to replace any damaged park amenities (plants, concrete, etc.) arising from maintenance or repair, with like type and size of existing material.

The area of the Park Lot that is encompassed by the Easement (herein, the "Easement Area") is more particularly depicted on Exhibit B hereto and described on Exhibit C hereto. In addition, Developer does hereby grant to the HOA such additional licenses and rights of access (the "Additional Rights") to the Subject Improvements upon and over such other areas of the Park Lot that are reasonably necessary for the HOA's performance of the Maintenance Obligations. As used herein, the "Access Rights" shall mean and refer to the Easement together with the Additional Rights herein described.

2. Agreement by the HOA. The HOA hereby accepts the Access Rights and agrees to perform timely and completely all of the Maintenance Obligations with respect to the Subject Improvements. In addition, the HOA agrees to repair forthwith any and all damage to amenities upon the Park Lot that is caused by the HOA's performance of its Maintenance Obligations pursuant hereto and/or its failure timely to perform the same. The HOA hereby indemnifies, defends and holds the CSD and the City of Moreno Valley harmless from and against any and all claims, liabilities, damages, costs or expenses, including without limitation attorneys fees and court costs, arising out of or related to the performance of or failure to timely or adequately perform, the HOA's obligations under this agreement and/or any act or omission by the HOA or any of its officers, directors, employees, contractors, or agents in relation thereto. Furthermore, the HOA shall at all times maintain commercial liability, automobile insurance and workers compensation insurance, and shall name the CSD and the City of Moreno Valley as an additional insured on such insurance. Insurance requirements will be reviewed every five (5) years from the Effective date of this Agreement. If the City's insurance requirements change



within that time period, the new insurance requirements established by the City shall prevail. The current amounts are specified as follows:

(a) Commercial General Liability Insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) dollars aggregate for death, bodily injury, personal injury, or property damage, provided that such amount may be satisfied under HOA's umbrella policy;

(b) 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 one million (\$1,000,000) dollars combined single limit;

(c) Worker Compensation Insurance policy in such amounts as will fully comply with the laws of the State of California.

3. Entire Agreement. This Agreement constitutes the entire agreement between Developer and the HOA concerning the subject matter hereof.


4. Due Authorization; Binding on Successors. Each of the parties hereto represents and warrants, for the benefit of the other party and the CSD, that said party has the right, power and authority to execute this Agreement and be bound hereby. Furthermore, this Agreement shall run with the land and shall be binding upon and accrue to the benefit of the successive owners of the Park Lot and the successors and assigns of the parties hereto and the CSD.

5. Effective Date. This Agreement shall be effective and binding upon the parties hereto upon its recording in the Official Records of Riverside County, California.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first above written.

"Developer"

Beazer Homes Holdings Corp., a Delaware corporation

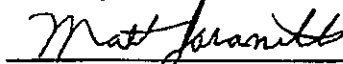
By   
DARIUS FATAKIA, its VICE PRESIDENT - DEVELOPMENT

By \_\_\_\_\_, its \_\_\_\_\_

"HOA"

Golden Fields at Stoneridge Ranch Homeowners Association,  
a California nonprofit mutual benefit corporation

By   
DARIUS FATAKIA, its PRESIDENT

By   
MATT JARAMILLO, its SECRETARY

STATE OF CALIFORNIA )  
 )  
COUNTY OF Orange )

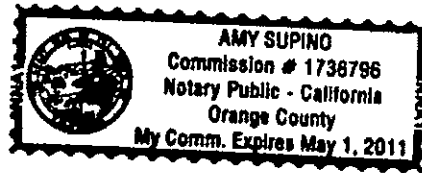
On June 22, 2010, before me, Amy Supino, Notary Public

personally appeared Darius Fatakia and Matt Jaramillo,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Amy Supino  
Signature of Notary Public



STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2010, before me, \_\_\_\_\_

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

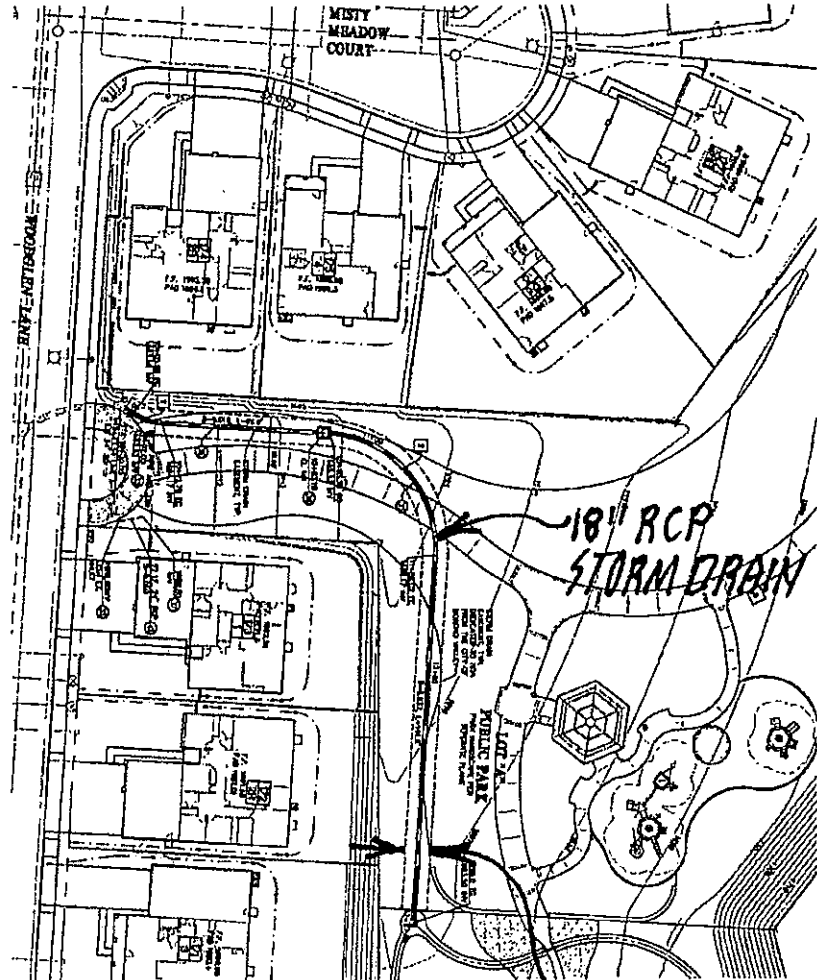
WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Exhibit A

Subject Improvements Depicted

# EXHIBIT "A"



18" RCP  
STORM DRAIN

STORM DRAIN  
EASEMENT



**GENERAL NOTES:**  
 1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.  
 2. THE CITY OF MORENO VALLEY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.  
 3. THE CITY OF MORENO VALLEY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.  
 4. THE CITY OF MORENO VALLEY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.  
 5. THE CITY OF MORENO VALLEY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

<b>PROJECT INFORMATION</b> PROJECT NO. 17 SHEET NO. 22 DATE: 01/20/14		
<b>CLIENT INFORMATION</b> CITY OF MORENO VALLEY PUBLIC WORKS DEPARTMENT 15000 N. MORENO VALLEY BLVD., SUITE 100 MORENO VALLEY, CA 91731		
<b>DESIGNER INFORMATION</b> ENGINEER: [Signature] LICENSE NO. 44323		
<b>APPROVALS</b> CITY ENGINEER: [Signature] DATE: 01/20/14		
<b>REVISIONS</b>		
NO.	DATE	DESCRIPTION

**LEGEND**

[Symbol]	PROPERTY LINE	[Symbol]	STORM DRAIN
[Symbol]	STREET CENTERLINE	[Symbol]	WATER MAIN
[Symbol]	UTILITY EASEMENT	[Symbol]	SEWER MAIN
[Symbol]	EXISTING CURB	[Symbol]	NEW CURB
[Symbol]	EXISTING DRIVE	[Symbol]	NEW DRIVE
[Symbol]	EXISTING SIDEWALK	[Symbol]	NEW SIDEWALK
[Symbol]	EXISTING LOT	[Symbol]	NEW LOT
[Symbol]	EXISTING DRIVEWAY	[Symbol]	NEW DRIVEWAY
[Symbol]	EXISTING SIDEWALK	[Symbol]	NEW SIDEWALK

**NOTES:**  
 1. THE CITY OF MORENO VALLEY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.  
 2. THE CITY OF MORENO VALLEY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.  
 3. THE CITY OF MORENO VALLEY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

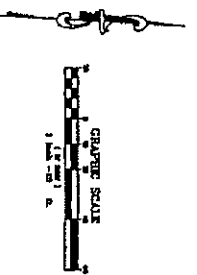


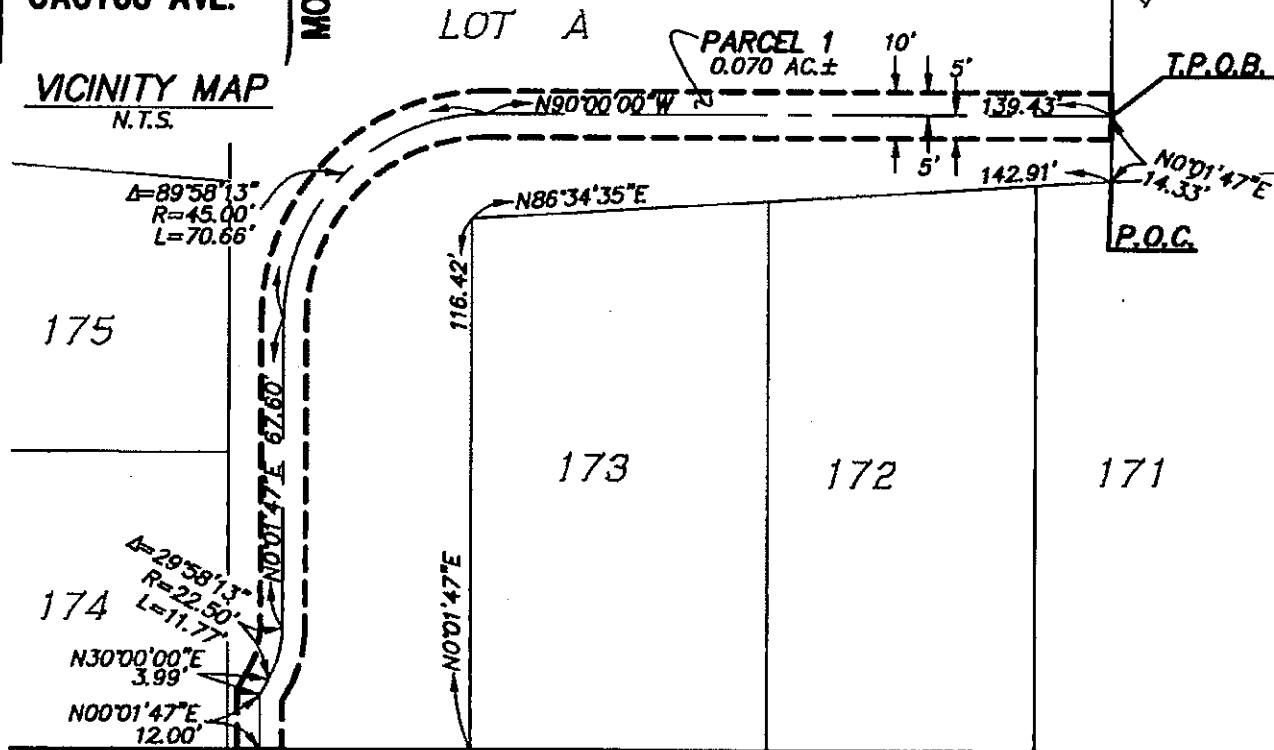
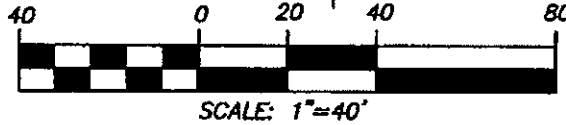
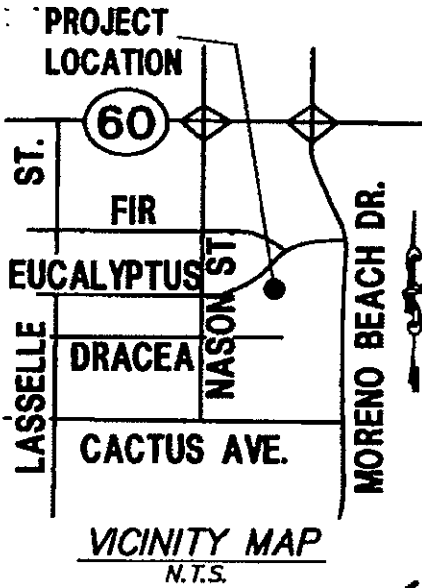
Exhibit B

Easement Area Depicted

6

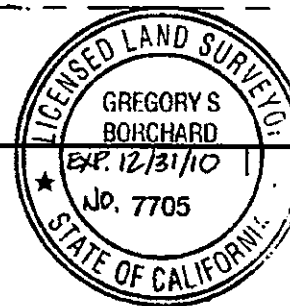
# EXHIBIT "B"

TRACT NO. 32834



WOODGLEN LANE

M.B. 401/46-61



**LEGEND:**

- EXISTING LOT LINE —————
- CENTERLINE - - - - -
- RIGHT OF WAY —————
- EASEMENT - - - - -

CITY OF MORENO VALLEY  
STORM DRAIN EASEMENT  
TO HOMEOWNERS ASSOCIATION

PARCEL 1  
CONTAINING: 0.070 AC. ±

BORCHARD SURVEYING & MAPPING, INC.  
815 CALLE PUENTE, SAN CLEMENTE, CA.  
(949)439-4682

**SHEET 1 OF 1 SHEET**  
JANUARY 4, 2010 UR101002

Exhibit C

Legal Description of the Easement Area

**EXHIBIT "C"**  
**LEGAL DESCRIPTION**  
**CITY OF MORENO VALLEY STORM DRAIN EASEMENT TO HOMEOWNER'S**  
**ASSOCIATION**

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF LOT A OF TRACT NO. 32834 AS SHOWN ON A MAP FILED IN BOOK 401 PAGES 46 THROUGH 61, INCLUSIVE, OF MAPS IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, INCLUDED WITHIN A STRIP OF LAND 10.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**PARCEL 1**

COMMENCING AT THE SOUTHWEST CORNER OF LOT B OF SAID TRACT NO. 32834; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT B NORTH 00°01'47" EAST 14.33 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID WESTERLY LINE NORTH 90°00'00" WEST 139.43 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 70.66 FEET THROUGH A CENTRAL ANGLE OF 89°58'13"; THENCE TANGENT FROM SAID CURVE SOUTH 0°01'47" WEST 67.60 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 22.50 FEET; THENCE SOUTHERLY ALONG SAID CURVE 11.77 FEET THROUGH A CENTRAL ANGLE OF 29°58'13"; THENCE TANGENT FROM SAID CURVE SOUTH 30°00'00" WEST 3.99 FEET; THENCE SOUTH 0°01'47" WEST 12.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WOODGLEN LANE.

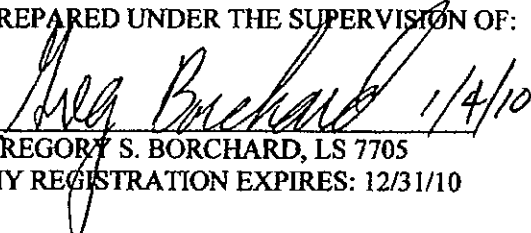
SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE EASTERLY IN SAID WESTERLY LINE OF LOT B AND SOUTHERLY INTO SAID NORTHERLY RIGHT OF WAY LINE OF WOODGLEN LANE.

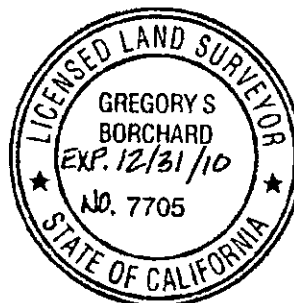
CONTAINING: 0.070 ACRES MORE OR LESS

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RIGHT OF WAY AND EASEMENTS OF RECORD.

PREPARED UNDER THE SUPERVISION OF:

  
GREGORY S. BORCHARD, LS 7705  
MY REGISTRATION EXPIRES: 12/31/10





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

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.3**

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

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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

## Report to City Council

---

**TO:** Mayor and City Council

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

**AGENDA DATE:** January 11, 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 \$3,279,000; reduce the interest rate significantly on the remaining debt from about 5.25% to an amount of 3.94%; 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 3.94%.

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.

## **ALTERNATIVES**

1. Adopt the proposed resolution approving the issue of \$3,210,000 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 resolution 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 January 12, 2011 upon City Council and Moreno Valley Financing Authority Board approval on January 11, 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 – Amended and Restate Project Lease between the MVPFA and the City of Moreno Valley
- Attachment 2 – Assignment of Amended and Restated Project Lease

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 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, to facilitate the defeasance and refunding of the 1997 Bonds, the Authority and the City propose to amend and restate the Project Lease (the "Amended and Restated Project Lease") and, in consideration of the payment by the City of semiannual lease payments under the Amended and Restated Project Lease (the "Lease Payments"), the receipt of which the Authority will assign to Banc of America Public Capital Corp under an Assignment of the Amended and Restated Project Lease, dated as of January 1, 2011, between the Authority and the Assignee (the "Assignment Agreement"), Banc of America Public Capital Corp will pay to the Authority the funds necessary to defease and refund the 1997 Bonds and to pay the expenses to be incurred by the Authority and the City in undertaking this transaction; 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 the Amended and Restated Project Lease. The Board of Directors hereby approves the Refinancing Transaction outlined above. To that end, the Board of Directors hereby approves the Amended and Restated Project Lease (Attachment 1), by and between the City and the Authority, 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 and 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 form of the Amended and Restated Project Lease.

SECTION 2. Material Terms of the Amended and Restated Project Lease. The Amended and Restated Project Lease shall be for a term that does not extend beyond October 15, 2022 (unless extended in the event of default), and the average annual Lease Payment payable by the City under the Amended and Restated Project Lease shall not exceed \$360,000.00.

Section 3. Approval of Assignment of Amended and Restated Project Lease. The Board of Directors hereby approves the Assignment of Amended and Restated Project Lease (Attachment 2), between the Authority and the Assignee, 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 and 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 City to execute, and the Secretary is hereby authorized and directed to attest to, the final form of the Assignment Agreement

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 by the agreements and documents approved pursuant to this Resolution, including specifically an 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 11th day of January, 2011.

---

Chairperson

APPROVED AS TO FORM:

---

Authority Legal Advisor

ATTEST:

---

Authority Secretary

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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**

AMENDED AND RESTATED PROJECT LEASE

between

MORENO VALLEY PUBLIC FINANCING AUTHORITY  
Lessor

and

CITY OF MORENO VALLEY  
Lessee

Dated as of January 1, 2011

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PROJECT LEASE

THIS AMENDED AND RESTATED PROJECT LEASE, 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") by first entering into a Site Lease, dated as of November 1, 1997 (the "Site Lease"), recorded in the Official Records of Riverside County, California (the "County") on November 20, 1997 as Document No. 427186, under which Site Lease the Authority leased the Site (as defined herein) from the City and by subsequently entering into the Project Lease, dated as of November 1, 1997 (the "Project Lease"), recorded in the Official Records of the County on November 20, 1997 as Document No. 427187, 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 Project Lease; and

WHEREAS, the 1997 Bonds were issued and are administered pursuant to an Indenture of Trust, dated as of November 1, 1997 (the "Indenture"), by and between the Authority, the City and U.S. Trust Company of California, N.A., as trustee (the "Trustee"); and

WHEREAS, the Authority and the Trustee entered into an Assignment Agreement, dated as of November 1, 1997 (the "Original Assignment Agreement"), recorded in the Official Records of Riverside County on November 20, 1997 as Document No. 427188, under which the Authority, as assignor thereunder, assigned all of its rights to receive the Lease Payments to the Trustee, as assignee thereunder; and

WHEREAS, as a result of favorable interest rate conditions in the municipal bond market, the City will realize savings if the Project Lease is amended and restated to provide the funds necessary to defease and refund the 1997 Bonds and to revise the Lease Payment schedule to reflect such favorable conditions; and

WHEREAS, upon the defeasance of the 1997 Bonds, the Authority and the Trustee shall record in the Official Records of the County such document as shall be necessary to terminate the Original Assignment Agreement and, following the recordation of the Amended and Restated Project Lease in such official records, the Authority and the Assignee shall record the Assignment of Amended and Restated Project Lease, dated as of January 1, 2011, by and between the Authority as assignor and the Assignee as assignee pursuant to which the Authority shall sell, assign and transfer all of its rights to receive Lease Payments hereunder to the Assignee.

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 Amended and Restated Project Lease, 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 “Project Lease” means the Amended and Restated Project Lease 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 X.

“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 Site 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.

“Project” means the financing of the acquisition and construction of a public safety facility and other improvements and equipment to be located on or to serve the Site.

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

“Site Lease” means the Site Lease entered into by and between the Authority and the City, dated as of November 1, 1997.

“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 Site.

## 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 Site 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 Site, (iv) the use, presence, storage, disposal of any Hazardous Substances on or about the Site, (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 Site 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 Project 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 Site to the City, and the City hereby leases the Site 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 9.2(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 Site) and Article X (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 Site, 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 Site 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 Site 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 Site. In making such determination, consideration has been given to the fair market value of the Site, 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 Site 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 Site and to replace the Site as provided in Section 6.7 hereof, and the transfer of the Authority's leasehold interest in the Site 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), 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 Site 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 Site 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 Site there is substantial interference with the use and possession of such item or portion of the Site 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 Site 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 Site, 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 Site, 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 Site, 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 Site 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 Site 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 Site 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 Site 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 Site, 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 Site 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 by 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 Site by fire or other casualty, and the Net Proceeds of any taking of the Site 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 Site is destroyed or damaged beyond repair at any time during the Term of this Lease, or if the Site 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 Site to full use; (b) replace the Site, at the City's sole cost and expense, with property of equal or greater value to the Site immediately prior to the time of the such destruction or damage, such replacement Site 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 Site 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 Site, 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 SITE

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

#### SECTION 6.2. Interest in the Site.

(a) Authority Holds Interest During Term. During the Term of this Lease, the Authority shall hold a leasehold interest in the Site 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 Site 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 Site 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 Site, and the City shall during such Term peaceably and quietly have and hold and enjoy the Site, 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 Site 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 Site. 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 Site, 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 Site 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 Site.

SECTION 6.5. Access to the Site. 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 Site or any portion thereof to examine and inspect the Site. 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 Site as may be reasonably necessary to cause the proper maintenance of the Site 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 Site, all repair and maintenance of the Site 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 Site 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 Site, 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 Site 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 Site will not be materially endangered and that the Site 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 Site; and the City shall under no circumstances look to the Authority for any part of such costs.

#### SECTION 6.7. Modification of the Site.

(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 Site if such additions, modifications or improvements are necessary or beneficial for the use of such portion of the Site. All such additions, modifications and improvements shall thereafter comprise part of the Site and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Site 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 Site; and the Site, 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 Site 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 Site 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 Site, 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. The City shall, at its own expense, have the right to make replacements, redevelopment or renovation of all or a portion of the Site, including substitution of any other unencumbered assets of the City as and for the Site, 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 Site 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 Site 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 Site) will be at least equal to the lesser of (i) the annual fair rental value of the Site 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 Site from the lien of the Lease so long as the City determines and certifies to the Assignee that: (i) the annual fair rental value of the remaining components of the Site will be at least equal to the Lease Payments remaining under the Lease.

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 Site, 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 SITE OR ANY ITEM OR PORTION THEREOF. THE DISTRICT ACKNOWLEDGES THAT THE AUTHORITY IS NOT A MANUFACTURER OF ITEMS OR PORTIONS OF THE SITE OR A DEALER THEREIN, AND THAT THE DISTRICT IS LEASING THE ITEMS OF THE SITE 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 Site.

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 Site 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 Site.

(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 Site 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 Site, 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 Site 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 Assignment 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 Site, unless the City receives the prior written consent of the Assignee which shall not unreasonably withheld, 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 Site 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 Site.

(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 Site and re-lease the Site 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 Site 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 Site, or, in the event the Authority is unable to re-lease the Site, 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 Site 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 Site in the event of default and to remove all personal property whatsoever situated upon the Site, 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 Site. The City hereby waives any and all claims for damage caused or which may be caused by the Authority in repossessing the Site as provided herein and all claims for damages

that may result from the destruction of or the injury to the Site and all claims for damages to or loss of any property belonging to the City that may be in or upon the Site.

The City agrees that the terms of this Lease constitute full and sufficient notice of the right of the Authority to re-lease the Site 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 Site upon demand of the Authority for the purpose of enabling the Site 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 Site.

(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 Site. 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 Site by the Authority in any manner whatsoever or the re-leasing of the Site), 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 Site, 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 Site 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 Site 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 Site 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.

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.

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, 4<sup>th</sup> 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  
Project 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>
April 15, 2000	137,476.25
October 15, 2000	267,476.25
April 15, 2001	134,778.75
October 15, 2001	269,778.75
April 15, 2002	131,910.00
October 15, 2002	271,910.00
April 15, 2003	128,865.00
October 15, 2003	278,865.00
April 15, 2004	125,527.50
October 15, 2004	280,527.50
April 15, 2005	122,001.25
October 15, 2005	282,001.25
April 15, 2006	118,281.25
October 15, 2006	288,281.25
April 15, 2007	114,243.75
October 15, 2007	289,243.75
April 15, 2008	110,000.00
October 15, 2008	295,000.00
April 15, 2009	105,421.25
October 15, 2009	300,421.25
April 15, 2010	100,497.50
October 15, 2010	305,497.50
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 Amended and Restated Project Lease, 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 Site, as defined therein:

[Description of Substituted Site]

I, the City Representative, hereby certify that:

(1) the fair rental value and the useful life of the above-described portion of the Site at least equals the fair rental value and the useful life of the portion of the Site for which it was substituted; and

(2) the above-described portion of the Site 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 Site 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 Site.

The following property items, which formerly constituted a portion of the Site, are released from the terms of the Lease:

CITY OF MORENO VALLEY

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

EXHIBIT C  
LEGAL DESCRIPTION OF THE SITE

Parcel 10 of Parcel Map 17864, in the City of Moreno Valley, County of Riverside, State of California, as per map recorded in Book 129, page(s) 79 to 82, inclusive, of Parcel Maps, in the Office of the County Recorder of said County.



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 AMENDED AND RESTATED PROJECT LEASE

This Assignment of Lease (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**, on November 20, 1997 the City of Moreno Valley (the "City") entered into a Project Lease, dated as of November 1, 1997 (the "Project Lease"), with the Moreno Valley Public Financing Authority (the "Authority") in the original principal amount of \$5,300,000, in order to finance the cost of acquiring and constructing a public safety building (the "Project").

**WHEREAS**, in order to provide the funds needed to the Project, the City leased the site on which the Project was constructed (the "Site") to the Authority pursuant to a Site Lease, dated as of November 1, 1997, between the Authority and the City, which has been recorded in the Office of the Riverside County Recorder (the "Site Lease") in order to allow the Authority to lease the Site back to the City pursuant to the Project Lease, between the Authority and the City, which has also been recorded in the Office of the Riverside County Recorder in consideration of the payment by the City of semiannual lease payments under the Lease as the rental for the Site (the "Lease Payments").

**WHEREAS**, funds for the Project were provided from the proceeds of the Authority's 1997 Lease Revenue Bonds (the "1997 Bonds") which bonds are repaid from the Lease Payments.

**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 refunding and the Project Lease is amended and restated and thereby refinanced.

**WHEREAS**, in order to provide the funds needed to refinance the Project Lease, the City and the Authority have amended and restated the Project Lease, including but not limited to, the Lease Payments thereunder, in the Amended and Restated Project Lease, dated as of January 1, 2011 (the "Amended and Restated Project Lease"), by and between the City and the Authority.

**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 its rights under the Amended and Restated Project Lease, 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 all of its rights to receive the Lease Payments to the Assignee.

**2. Consideration for Assignment.** In consideration of the foregoing assignment, the Assignee shall pay to the Authority the amount of \$3,279,000, 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 Amended and Restated Project Lease 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 Amended and Restated Project Lease 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 Amended and Restated Project Lease. The Authority further represents and warrants that as of the date of this Assignment, the Amended and Restated Project Lease is 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**

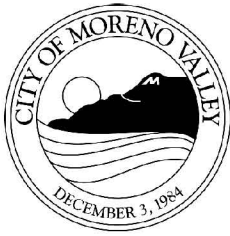
By \_\_\_\_\_  
Authorized Officer

## APPENDIX A

### DESCRIPTION OF THE SITE

The Site 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]



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RA</i>
CITY MANAGER	<i>W/S</i>

## Report to City Council

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

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

**AGENDA DATE:** January 11, 2011

**TITLE:** 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

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### RECOMMENDED ACTION

Staff recommends that the Mayor and City Council acting in their capacity as the President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the public hearing:

1. Direct the City Clerk to tabulate the returned ballots for the proposed increase in the CSD Zone D annual charge for Tract 21597;
2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;
3. Receive and file with the City Clerk's office the accepted CSD Official Tally Sheet; and
4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charge for Tract 21597.

### ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

## **BACKGROUND**

The Moreno Valley CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the cost of special services to those parcels receiving the service. Each zone provides specific services to designated areas. The Zone D program provides parkway landscape maintenance at the entry of a tract, around its perimeter, or in the median adjacent to the tract.

The Zone D annual parcel charge funds administration and service costs for the landscape maintenance, which include: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the maintenance of the identified landscape areas.

Proposition 218 requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval. Special Districts conducted a mail ballot proceeding in July 2010, in compliance with Proposition 218, to obtain property owner approval for an increase in the Zone D annual parcel charge. The increase in the charge was necessary to retain landscape maintenance services at the standard service level. The property owners of Tract 21597 did not approve the increase in the Zone D charge. As a result of the increase not being approved, landscape maintenance services would need to be reduced in line with available funding. In compliance with the CSD Zone D Service Plan Policy, on September 1, the property owners in Tract 21597 were notified of the outcome of the mail ballot proceeding and that landscape maintenance services would be reduced effective October 1.

The Policy For Conducting Mail Ballot Proceedings allows for a rebalot of a tract if a petition is circulated among the property owners within the affected tract and the required number of signatures (100%+1 the number of ballots returned in the most recent mail ballot proceeding) is obtained in favor of a rebalot. In response to the forthcoming reduction in landscape maintenance services, on September 14, the CSD received a valid petition, signed by the required number of property owners (22), which initiated the rebalot process for a proposed increase in the CSD Zone D annual parcel charge to fund an increase in the level of maintenance services provided for Tract 21597.

## **DISCUSSION**

Pursuant to the petition received from the property owners, a mail ballot proceeding is being conducted. The mail ballot proceeding allows property owners within Tract 21597 the opportunity to approve or oppose the proposed increase in the CSD Zone D annual charge to fund an increase in the landscape maintenance services provided. The property owners in Tract 21597 are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on December 14, 2010 and the Public Hearing on January 11, 2011.

If a simple majority (50%+1) of the returned valid ballots approve the increase in the annual charge for Zone D, landscape maintenance services shall be reinstated to the standard

service level effective July 1, 2011. Due to the timing of the rebalot, the 2010/11 Riverside County property tax bill may not be changed. The approved charge, which is subject to an annual inflation adjustment, shall be levied on the 2011/12 property tax bill. If there is a tie or if a majority of the returned valid ballots oppose the increase in the annual charge for Zone D, landscape maintenance services shall remain at the reduced service level. Each parcel in the tract will still be subject to the previously approved charge.

### **ALTERNATIVES**

1. **Conduct the Public Hearing**, tabulate the ballots, verify and accept the results of the mail ballot proceeding regarding the rebalot of Tract 21597 for the proposed increase in the CSD Zone D annual parcel charge to fund an increase in the level of maintenance services provided. *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*
2. **Do not conduct the Public Hearing**, tabulate the ballots, verify or accept the results of the mail ballot proceeding regarding the rebalot of Tract 21597 for the proposed increase in the Zone D annual parcel charge to fund an increase in the level of maintenance services provided. *This alternative would be contrary to state statutes.*

### **FISCAL IMPACT**

The CSD provides services through various zones, such as Zone D (Parkway Landscape Maintenance), which is a full-cost recovery program. **The collection of the CSD Zone D annual charge is restricted for landscape maintenance services and administration of the CSD Zone D program. There is no impact on the General Fund for the operation of the CSD Zone D program.**

### **CITY COUNCIL GOALS**

#### **Community Image, Neighborhood Pride, and Cleanliness**

Continuation of the Zone D service in the landscaped parkway for Tract 21597 shall allow the CSD to maintain the current appearance of the neighborhood.

#### **Revenue Diversification and Preservation**

The proposed increase in the CSD Zone D parcel charge for Tract 21597 is based upon actual costs, which include maintenance and administration.

### **SUMMARY**

The action before the CSD Board is to accept public comments and tabulate the returned ballots regarding the mail ballot proceeding (rebalot) for Tract 21597.

### **NOTIFICATION**

On November 10, 2010, a ballot packet printed in both English and Spanish was mailed to each property owner within Tract 21597. The packet included a notice to property owner,

calculation of the 2010/11 standard service charge, map, CSD Zone D service levels, official mail ballot, and a postage-paid envelope for returning the ballot. A sample mail ballot packet is included as Attachment 1.

Newspaper advertising for the December 14, 2010, Public Meeting and January 11, 2011, Public Hearing was published in The Press-Enterprise on November 24, 2010. Additionally, the Public Hearing notification was published on December 23 and again on December 30, 2010.

**ATTACHMENTS**

Attachment 1: Sample mail ballot packet for Tract 21597

Prepared by:  
Jennifer Terry  
Management Analyst

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

Concurred by:  
Candace E. Cassel  
Special Districts Division Manager

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

W:\SpecialDist\jennifert\Ballots for FY 10.11\Zone D\21597 reballot\Stfprt Zone D PH 01.11.11.doc



TEL: 951.413.3480  
FAX: 951.413.3498  
WWW.MORENO-VALLEY.CA.US



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

November 10, 2010

APN 484145010

Lupe Luna  
14490 Redwing Dr  
Moreno Valley, CA 92553

Español al reverso

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING (REBALLOT) FOR TRACT 21597 TO REINSTATE COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) TO THE STANDARD SERVICE LEVEL AND FOR AN INCREASE IN THE ANNUAL ZONE D CHARGE**

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

**Introduction**

In July, the CSD conducted a mail ballot proceeding where a majority of the valid ballots returned did not approve an increase in the annual Zone D parcel charge to maintain landscape services at the standard service level. Due to available funding, on October 1, Zone D landscape maintenance services were decreased to the reduced service level. In response to the reduction in the service level, the CSD received a petition from property owners within Tract 21597, requesting that a mail ballot proceeding be conducted to reinstate Zone D services to the standard service level. The ballot provides property owners an opportunity to approve or oppose the proposed increase in the annual charge to reinstate the standard level of landscape maintenance services.

**Background**

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD set up benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to housing tracts that have landscaped perimeters, medians, and/or entry statements. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support or opposition to increase the service level and the proposed increase in the annual charge.

**Services Provided**

The annual Zone D parcel charge funds administration and service costs for the landscape maintenance, which include: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of services and the frequency in which they will be performed for each service level.

**How is the Amount of the Charge Determined?**

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

**NOTICIA LEGAL A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA RESTITUIR EL SERVICIO DE MANTENIMIENTO REDUCIDO (ACTUALMENTE) A (STANDARD) DE PARTE DEL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) AL LAS AREAS DE JARDIN (ZONA D) DEL FRACCIONAMIENTO 21597 Y TAMBIEN PARA UN INCREMENTO AL CARGO ANUAL DE DICHA ZONA**

**\*\*\*\*\* BOLETA OFICIAL ADJUNTA \*\*\*\*\***

### **Introducción**

Durante el pasado mes de Julio, el Distrito de Servicios Comunitarios (CSD) condujo un procedimiento de votación por correo en el cual se pidió a los propietarios de hogar un aumento en el cargo anual por parcela para continuar proveyendo un nivel de servicio de mantenimiento Standard al jardín de su fraccionamiento. La mayoría de las boletas validas fueron devueltas en contra de dicho incremento. Desde el 1 de Octubre, el nivel de servicio fue reducido debido a la escasez de fondos. En respuesta a este cambio al nivel de servicio, el (CSD) recibió una petición de parte de unos propietarios dentro del Fraccionamiento 21597, pidiendo que se condujera otro procedimiento de votación para restituir el nivel de servicio de mantenimiento de reducido a Standard. La boleta le proveerá una nueva oportunidad a los propietarios de hogar de aprobar o oponerse al incremento que se propone al cargo anual y de restituir el nivel de servicio de mantenimiento.

### **Historial**

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD formo subsidios para asignar los costos de servicios especiales a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (El Mantenimiento de las Áreas de Jardín) provee servicio de mantenimiento a aquellos fraccionamientos que tengan jardín en los camellones, perímetro o monumentos en las entradas. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, “The Right to Vote on Taxes Act”, el CSD esta llevando a cabo este procedimiento electoral para brindar la oportunidad a los propietarios de presentar su boleta a favor u oposición a la restitución del nivel de servicio y del incremento al cargo anual.

### **Los Servicios que se Proveen**

El cargo anual por parcela dentro de la Zona D sufraga los costos de la administración, los costos de mantenimiento a jardín, el cuan incluye: cortar el césped, podar los arbustos, desyerbar, fertilizar, reemplazar plantas cuando sea necesario, remover basura, mantener el sistema de irrigación, el costo de agua y electricidad al igual que otros elementos necesarios para el mantenimiento del jardín. Incluida con esta nota, encontrara una hoja con un resumen de los servicios que se proveen y la frecuencia en que se llevan a cabo, dependiendo de nivel de servicio.

### **¿Como se determina la cantidad del cargo anual?**

Los programas para las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos por el número de parcelas para determinar el costo anual por parcela.

**Reason for the Increase**

Higher costs for electricity, water, and maintenance contracts have impacted the overall program costs. The CSD has subsidized these higher costs for several years with available Zone D fund balance. A reduced fund balance requires the CSD to ballot tracts that are not funding the full cost of maintenance. In order to reinstate services to the standard service level, it is necessary to increase the Zone D annual charge.

**Current Charge**

The 2010/11 Zone D annual parcel charge for reduced landscape maintenance services is \$300.60 per parcel. The annual charge is collected on the County of Riverside property tax bills. The total amount levied for the Zone D program for FY 2010/11 is \$1,104,273.22.

**Proposed Charge**

The 2010/11 Zone D charge is proposed to be adjusted to \$473.00. This equates to an annual increase of \$172.40 or a monthly increase of \$14.37.

**Annual Adjustment**

The Zone D charge shall be subject to an annual adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor’s Bureau of Labor Statistics in future years.

**Zone D Parcel Charge History**

The following table sets forth the history of the annual Zone D charge for Tract 21597.

<b>Fiscal Year</b>	<b>Annual Charge</b>	<b>Fiscal Year</b>	<b>Annual Charge</b>	<b>Fiscal Year</b>	<b>Annual Charge</b>
1991-92	\$56.00	1998-99	\$57.00	2005-06	\$257.00
1992-93	\$56.00	1999-00	\$57.00	2006-07	\$257.00
1993-94	\$57.00	2000-01	\$57.00	2007-08	\$295.00
1994-95	\$57.00	2001-02	\$237.00	2008-09	\$295.00
1995-96	\$57.00	2002-03	\$242.00	2009-10	\$295.20
1996-97	\$57.00	2003-04	\$242.00	2010-11	\$300.60
1997-98	\$57.00	2004-05	\$246.00		

**Duration of the Charge**

If approved, the 2010/11 Zone D charge shall be adjusted to \$473.00. The Zone D charges are levied annually on the County of Riverside property tax bills. The Zone D charge will be levied each following year at the property owner approved charge.

**Public Hearing**

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

### ¿Cual es la razón por el incremento?

El aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos de la Zona D. Una reducción a estos fondos requiere que el CSD lleve a cabo una votación a aquellos fraccionamientos que no estén sufragando de lleno el costo de mantenimiento. Así que para poder restituir el servicio de mantenimiento a un nivel Standard, es necesario incrementar el costo anual de la Zona D.

### Cargo Actual

Para el año 2010/11 el cargo anual por parcela para los servicios de mantenimiento reducidos es de \$300.60. Este cargo se colecta mediante la factura de impuesto a la propiedad que se paga al condado de Riverside anualmente. La cantidad total que se recauda para el programa de la Zona D para el año fiscal 2010/11 es de \$1, 104,273.22.

### Cargo Que Se Propone

El ajuste que se propone para el cargo anual de la Zona D para el año fiscal 2010/11 es a \$473.00. Esto equivale un aumento anual de \$172.40 o \$14.37 mensual al cargo que usted esta pagando actualmente de \$300.60.

### Ajustes Anuales

El cargo anual de la Zona D estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo.

### Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D para el fraccionamiento 21597.

Año Fiscal	Cargo Anual	Año Fiscal	Cargo Anual	Año Fiscal	Cargo Anual
1991-92	\$56.00	1998-99	\$57.00	2005-06	\$257.00
1992-93	\$56.00	1999-00	\$57.00	2006-07	\$257.00
1993-94	\$57.00	2000-01	\$57.00	2007-08	\$295.00
1994-95	\$57.00	2001-02	\$237.00	2008-09	\$295.00
1995-96	\$57.00	2002-03	\$242.00	2009-10	\$295.20
1996-97	\$57.00	2003-04	\$242.00	2010-11	\$300.60
1997-98	\$57.00	2004-05	\$246.00		

### Duración del Cargo

De ser aprobado, el cargo anual para el año fiscal 2010/11 será ajustado a \$473.00. Los cargos de la Zona D son recaudados anualmente mediante la factura de impuestos a la propiedad que colecta el Condado de Riverside. El cargo de la Zona D solo recaudara anualmente el cargo que se aprobara por los propietarios.

### Audiencia Pública

El Distrito de Servicios Comunitarios (CSD) ha programado una Audiencia Publica y una Junta Publica para proveer información mas detallada tocante al procedimiento de votación por correo para el programa de la Zona D (Mantenimiento de Jardines). Ambas se llevaran a cabo en el Moreno Valley City Hall Council Chamber localizado en el 14177 Frederick Street, Moreno Valley.

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, December 14, 2010 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, January 11, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

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

### **Effect if Increase is Approved**

If a simple majority (50%+1) of the returned valid ballots approve the increase in the annual charge for Zone D, landscape maintenance services shall be reinstated to the standard service level effective July 1, 2011. Due to the timing of the rebalot, the 2010/11 Riverside County property tax bill may not be changed. The approved charge, which is subject to an annual inflation adjustment, shall be levied on the 2011/12 property tax bill.

### **Effect if Increase is Not Approved**

If there is a tie or if a majority of the returned valid ballots oppose the increase in the annual charge for Zone D, landscape maintenance services shall remain at the reduced service level. Each parcel in the tract will still be subject to the previously approved charge.

### **For More Information**

If you have any questions about the proposed increase in the annual Zone D (Parkway Landscape Maintenance) parcel charge, reinstating Zone D maintenance services to the standard service level, or about the mail ballot proceeding process, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

### **Completing Your Ballot**

Property owners may submit the enclosed ballot to the CSD in support or opposition to reinstating the standard service level and the proposed increase in the Zone D annual charge. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support or opposition to the proposed increase in the Zone D annual charge **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, January 11, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

<b><u>Junta Publica</u></b> Martes, 14 de Diciembre del 2010 6:30 P.M. (o tan pronto come el asunto sea presentado)	<b><u>Audiencia Publica</u></b> Martes, 11 de Enero del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)
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Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Cuerpo de Directores del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

### **El Efecto de Ser Aprobado el Incremento**

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual para la Zona D, el nivel de servicio de mantenimiento Standard será restaurado a partir del 1 de Julio del 2011. La factura de impuesto del Condado de Riverside a la propiedad no será ajustada para al año fiscal 2010/11, debido a la fecha que se llevara a cabo esta votación. El cargo aprobado, el cual es sujeto a un ajuste inflacionario anual, será colectado en la factura de impuesto sobre la propiedad del año 2011/12.

### **El Efecto Si el Incremento No Es Aprobado**

Si la mayoría de las boletas regresadas se oponen al incremento al cargo anual para la Zona D o si hay un empate, el nivel de servicio de mantenimiento reducido continuara. Cada parcela dentro del fraccionamiento continuara sujeta al cobro anual previamente aprobado.

### **Para Mas Información**

Si tiene alguna pregunta acerca del incremento anual propuesto por parcela para Zona D (Mantenimiento de Jardines), restitución del nivel de servicio de mantenimiento a la Zona D de reducido a Standard, o acerca del procedimiento de votación por correo, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

### **Como Llenar La Boleta**

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al reestablecimiento del nivel de servicio a Standard y al propuesto aumento al cargo anual de la Zona D. Por favor siga las instrucciones siguientes en cuanto a como llenar y devolver la boleta correctamente.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y por lo tanto no será contada.
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser recibidas por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el Martes, 11 de Enero del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). Esta audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas.

## Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or



A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

**Ballot Mark Revisions (Changes):** An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

## Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.



Una marca que este mayormente dentro de la caja;



Una X que este mayormente dentro de la caja;



Un punto o marca ovalada que este mayormente dentro de la caja;



Llenar la caja completamente mayormente dentro de las líneas;



Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;



Un circulo alrededor de la caja y/o la cláusula asociada; o



Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

### **Cambios o revisiones a las marcas de la boleta**

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.



**CITY OF MORENO VALLEY**  
**COMMUNITY SERVICES DISTRICT (CSD) ZONE D**  
**FISCAL YEAR 2010/11 STANDARD SERVICE ANALYSIS FOR TRACT 21597**

**Estimated Expenditures****Direct Costs**

Base Maintenance Contract	\$ 9,330.96
Vandalism	6.49
Electricity (Southern California Edison)	270.70
Water (Eastern Municipal Water District)	5,070.67
Repair and Replacement/Miscellaneous Direct Expenses	1,857.53
Landscaping Equipment and Personnel	14,141.52
<b>Total Direct Costs</b>	<b>\$ 30,677.87</b>

**Indirect Costs**

Miscellaneous Indirect Expenses	\$ 141.52
Special Districts Administration	1,786.02
City Administration	2,796.86
<b>Total Indirect Costs</b>	<b>\$ 4,724.40</b>

**Total Expenditures** **\$ 35,402.27**

**Proposed Revenues**

Proposed 2010/11 Zone D Charge	\$ 473
Number of parcels in Tract 21597	X 75
<b>Total Revenue based on the proposed charge</b>	<b>\$ 35,475.00</b>

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. (Contract cost for fiscal year 2010/11.)

Vandalism: includes abatement of nuisance (i.e. rubbish removal) and necessary repairs.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Equipment and Personnel: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle fuel and telecommunications equipment.

Special Districts Administration: includes professional services and other municipal agency services.

City Administration: administrative services and liability insurance.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

**Ciudad de Moreno Valley**  
**Distrito de Servicios Comunitarios (CSD) Zona D**  
**Análisis Para el Año Fiscal 2010/11 Para el Fraccionamiento 21597**

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**Egresos estimados**

**Costos Directos**

Contrato de Mantenimiento Base	\$ 9,330.96
Vandalismo	6.49
Electricidad (Southern California Edison)	270.70
Agua (Eastern Municipal Water District)	5,070.67
Reparación o Reemplazo/Gastos misceláneos directos	1,857.53
Equipo de jardinería y personal	14,141.52
<b>Total de Costos Directos</b>	<b>\$ 30,677.87</b>

**Costos Indirectos**

Gastos misceláneos indirectos	\$ 141.52
Administración de Distritos Especiales	1,786.02
Administración de la Ciudad	2,796.86
<b>Total de Costos Indirectos</b>	<b>\$ 4,724.40</b>

**Total de Egresos** **\$ 35,402.27**

**Ingresos Propuestos**

Cargo de la Zona D propuesto para el año 2010/11	\$ 473
Numero de parcelas dentro del fraccionamiento 21597	X 75
<b>Total de Ingresos Basados en el Cargo Propuesto</b>	<b>\$ 35,475.00</b>

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**Contrato de Mantenimiento Base:** incluye el total de costo anual que se paga a la compañía de jardinería profesional. La compañía que provee este servicio esta completamente asegurada y esta requerida pagar salario prevaleciente a sus empleados.

**Vandalismo:** incluye llevar a cabo reparaciones necesarias y la reducción de molestias publicas.

**Reparación y Reemplazo/ Gastos Misceláneos Directos:** pudiera incluir, pero no limitado a, reparaciones al sistema de irrigación sean menores o mayores o renovar el sistema por completo. Reemplazar plantas, fertilizantes y pesticidas, podado de árboles y instalación de mantillo.

**Equipo de Jardinería y Personal:** costos relacionados con la supervisión al contratista, costo laboral para asistir en reparaciones menores o mayores, renovaciones y reemplazar/remover proyectos de jardinería. Partes para el sistema de irrigación y equipo. Combustible para los vehículos (usados por el personal) y equipos de comunicación.

**Administración de Distritos Especiales:** incluye los servicios profesionales y servicios de otras agencias municipales

**Administración de la Ciudad:** servicios administrativos y seguro de responsabilidad civil.

**Gastos Misceláneos Indirectos:** herramienta, uniformes, entrenamientos, gastos de envío, etc.




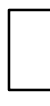

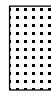
**COMMUNITY SERVICES DISTRICTS  
ZONE D (Parkway Landscape Maintenance)  
SERVICE LEVELS**

DESCRIPTION OF SERVICE LEVELS	ZONE D (PARKWAY LANDSCAPE MAINTENANCE) <u>STANDARD SERVICE</u>	ZONE D (PARKWAY LANDSCAPE MAINTENANCE) <u>REDUCED SERVICE</u>	ZONE D (PARKWAY LANDSCAPE MAINTENANCE) <u>REDUCED STREET TREE SERVICE / RIGHT-OF-WAY AREA</u>
MOWING, EDGING & TRIMMING (OF TURF AREAS ONLY)	Weekly	Monthly (or Bi-monthly as needed)	N/A
AERATION	3 times per year	As needed (budget permitting)	N/A
TREE TRIMMING	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
SHRUB TRIMMING	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
GROUND COVER TRIMMING	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
WEED CONTROL	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
IRRIGATION	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
LITTER REMOVAL	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
TURF FERTILIZER	7 applications per year	3 applications per year	N/A
SHRUB FERTILIZER	2 applications per year	1 application per year	N/A
TREE FERTILIZER	As needed	As needed (budget permitting)	As needed (budget permitting)
SHRUBS/GROUND COVERS	Pre-emergent 2 times per year	As needed (budget permitting )	N/A
SHRUBS/GROUND COVERS	Snail control (as needed)	As needed (budget permitting)	N/A
SHRUBS/GROUND COVERS	Insect/disease control (as needed)	As needed (budget permitting)	N/A
SHRUBS/GROUND COVERS	Vertebrate pest control (as needed)	As needed (budget permitting)	N/A
TURF	Weed control (as needed)	As needed (budget permitting)	N/A
TURF	Vertebrate pest control (as needed)	As needed (budget permitting)	N/A

**DISTRITO DE SERVICIOS COMUNITARIOS**  
**ZONA D (Mantenimiento de Áreas de Jardín)**  
**NIVELES DE SERVICIO**

<b>DESCRIPCIÓN DE LOS NIVELES DE SERVICIO</b>	<b>ZONA D (MANTENIMIENTO LAS ÁREAS DE JARDIN) SERVICIO STANDARD</b>	<b>ZONA D (MANTENIMIENTO LAS ÁREAS DE JARDIN) SERVICIO REDUCIDO</b>	<b>ZONA D (MANTENIMIENTO A LAS ÁREAS DE JARDIN) SERVICIO DE ÁRBOLES REDUCIDO DE LAS CALLES / AREA DE DE RECHO DE VIA</b>
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspeccionar/ajustar/reparar)	Mensualmente (inspeccionar/ajustar/reparar)	Mensualmente (inspeccionar/ajustar/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido 2 veces al año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/CUBIERTA VEGETAL	Control de caracoles (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A

# Tract/Fraccionamiento 21597

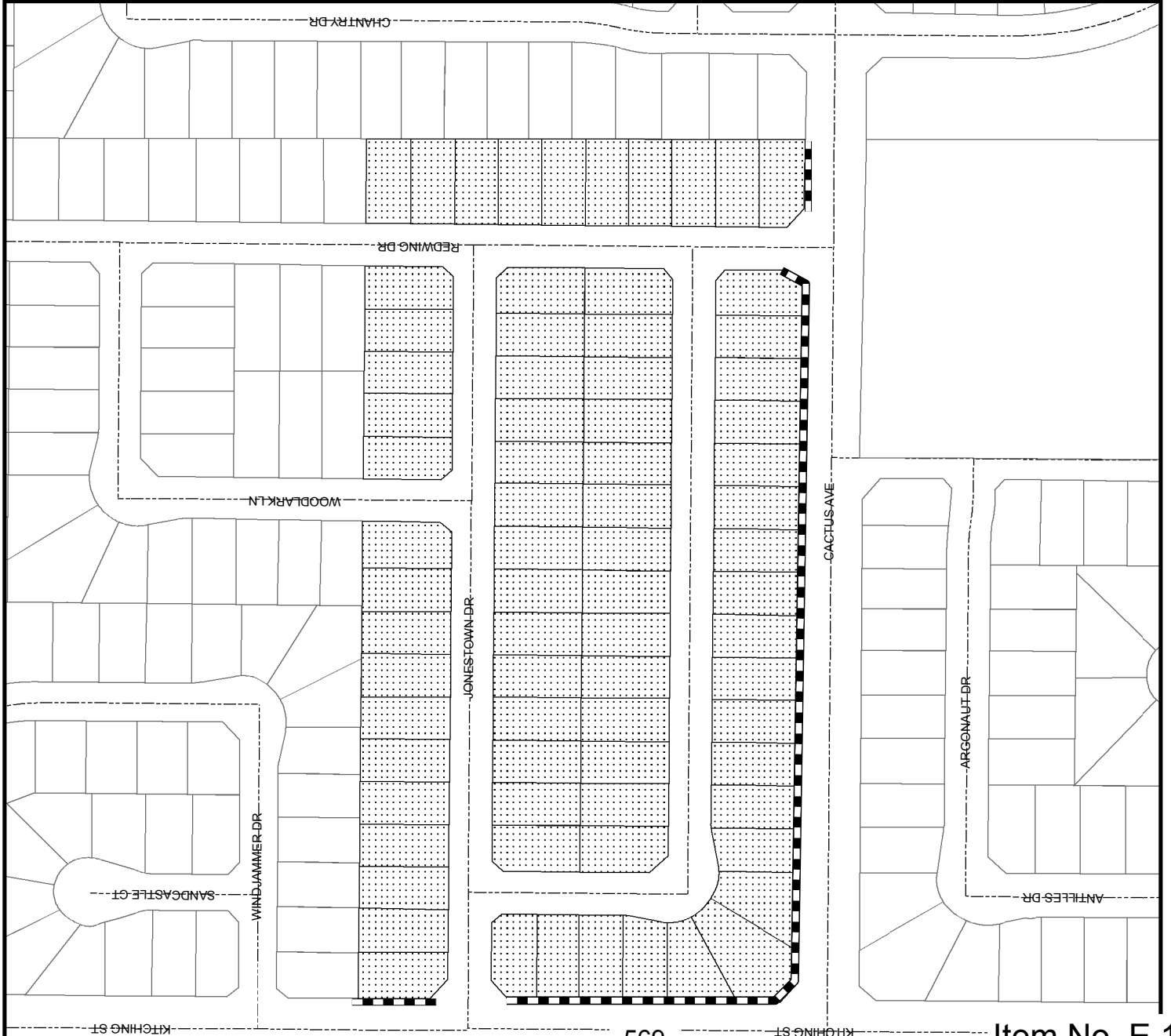
-  Median/Camellon
-  Landscaped Areas/Areas de jardin
-  Roads/Calles
-  Parcels/Parcelas
-  City Boundary/Limite de la ciudad
-  Tract/Fraccionamiento 21597

Map reflects all changes indicated on Riverside County Assessor Maps as of October 25, 2010.



G:\A\PI\SDA\TR 21597.mxd

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



**OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 484141001  
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT NO. 21597**



Mark the enclosed ballot in support or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on January 11, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente. Cualquier boleta que sea devuelta sin voto o firma(s) será considerada invalida y por lo tanto no será contada. Las boletas deberán ser recibidas por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el 11 de Enero del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

Yes/Si

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**Yes, I approve** the CSD reinstating landscape maintenance services to the standard service level effective July 1, 2011 and the increase in the Zone D annual charge of \$172.40. The increase will adjust the approved annual charge for FY 2010/11 from \$300.60 to \$473.00. The approved charge is subject to an increase based on the annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

**Si, yo apruebo** la restauración al servicio de mantenimiento a servicio Standard comenzando el 1 de Julio, 2011 y también al incremento anual de la Zona D a \$172.40. Dicho incremento resultara en un ajuste al cargo anual para el año fiscal 2010/11 de \$300.60 a \$473.00. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los años venideros del Departamento de Trabajo.



No/No

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**No, I do not approve** to increase the landscape maintenance service level or the increase to the 2010/11 Zone D annual charge of \$172.40. I understand landscaping services for Tract 21597 shall continue at the reduced service level and that the currently approved charge will continue to be levied on the property tax bill.

**No, yo no apruebo** la restauración al servicio de mantenimiento a servicio Standard y también al incremento anual de la Zona D a \$172.40. Yo entiendo que los servicios de jardinería para el Fraccionamiento 21597 continuaran en nivel reducido y que el cobro aprobado actual continuara siendo recaudado por medio de la factura de impuestos a la propiedad.





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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** William Bopf, Interim City Manager

**AGENDA DATE:** January 11, 2011

**TITLE:** PROPOSED AMENDMENTS TO CHAPTER 12.14 OF THE MORENO VALLEY MUNICIPAL CODE, POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE

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### RECOMMENDED ACTION

Staff recommends the City Council take the following action:

1. 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.

### ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

### BACKGROUND

At the September 2009 City Council Study Session, the City Council discussed the needs of implementing a local Rotational Tow Service (RTS) Program. At the same meeting, a number of tow operators and their attorney presented a letter outlining specific terms and conditions to be included in a new RTS Program. The City Council subsequently instructed Staff to develop a RTS Program for City Council consideration in the future. Based upon City Council direction, Staff developed a revised Rotational Tow Service Ordinance codified as Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service (hereinafter referred to as "Chapter 12.14"), which was adopted by Council on June 22, 2010.

Since the adoption of Chapter 12.14, Staff has noted some inconsistencies within the ordinance with regard to the intent of the City's regulations and in practice. Therefore, Staff is proposing to amend the current Municipal Code to address current code deficiencies and improve the Rotational Tow Service Ordinance.

## **DISCUSSION**

The most substantial change proposed is to the response to calls provision found in Section 12.14.130,A,1-3. The Chapter currently requires a rotation schedule of tow operators on a call-by-call basis versus the 24-hour rotation preferred by the Police Department, Code & Neighborhood Services, and some tow operators.

Since the inception of the Rotational Tow Service Program in the early 1990s, it has been the City's practice to distribute tows through a 24-hour rotation. Staff's intent was to continue the 24-hour rotation schedule, however, specific language was omitted from the RTS Program Ordinance and a call-by-call schedule was established instead of the 24-hour rotation preferred by the City and the Police Department. The Moreno Valley Police Department (MVPD) is unable to implement a call-by-call rotation because the Sheriff's dispatch process does not allow for this. The staffing levels and the technology used by the dispatchers will only accommodate the 24-hour rotation program which is currently used to handle the approximately 6,000 tow calls received annually. A memorandum from the Riverside County Sheriff's Central Dispatch indicating this is attached (Attachment B). In order to implement the call-by-call rotation required by the code on January 1, the City began contracting with an outside call center to handle dispatching the rotational tow program's calls for service.

A majority of tow operators selected to participate in the City's Rotational Tow Service Program prefer a call-by-call or "true rotation". They feel that true rotation will lead to an equal assignment of service calls. Two operators still prefer the 24-hour rotation, indicating that they feel it allows better management of staffing resources and minimizes expenses. Of the 7 operators that have been approved or conditionally approved for RTS agreements by the Council, 5 prefer a true (or call-by-call) rotation and 2 have indicated a preference for the 24-hour rotation.

Since the majority of the operators prefer the call-by-call rotation program, and MVPD is in support of this as long as an outside call center is used to dispatch the tow calls, Staff is recommending the Rotational Tow Program continue to operate on a call-by-call rotation as implemented on January 1 **provided that the tow operators pay for the call center's services**. A preliminary cost estimate for an outside dispatching company to handle the tow rotation calls indicates this service would be provided for approximately \$550 per month. Shared among the 7 operators with RTS agreements, each operator would pay approximately \$80 per month for this service. The ordinance already requires the RTS operators to provide a \$5,000 deposit for costs associated with administering the program; the costs for the call center would be taken from these deposits. The cities of Riverside, Hemet, and San Jacinto currently use an outside call center to dispatch rotational tow calls.

Staff is proposing that a clause be added to the ordinance that would authorize the City Manager to revise the type of rotation (i.e. from call-by-call to 24-hour) in the future if he



believes that will better meet the needs of the City. The proposed code revision requires a fifteen-day notification period to alert the operators of the change. This will provide the City and MVPD with some flexibility if the “true rotation”/call center process becomes unsatisfactory to the needs of the City.

Staff is also proposing to amend the code section that established a twenty (20) minute response time. Staff has been advised by tow operators that the current response time will be difficult to achieve with heavy-duty tows and tows conducted after normal business hours. Staff feels that twenty minutes is adequate for most tows but is understanding of the challenges tow operators face after hours and when conducting heavy duty tows. Therefore, staff is proposing a clause be added to the existing section of code that will allow the MVPD to adjust maximum response times when they deem appropriate as long as a fifteen (15) day notification is provided to all firms participating in the RTS Program.

In addition, Staff is also proposing certain non-substantive changes and amendments, which are as follows;

- Staff is proposing the following key definitions be added to Section 12.14.020: “incident”, “indoor storage” and “rotation list.”
- The current language in Section 12.14.030,A which only requires tow businesses to have a City Business License but not an operating tow storage facility in the City of Moreno Valley. The intent was to allow a tow operator/business to file an application to be part of the RTS Program if the tow operator had a physical address and was operating as a tow operator/company in the City of Moreno Valley at the time the RFP’s were due to the City. The proposed language makes this distinction.
- The current language in Section 12.14.060,B,4,b allows the Finance & Administrative Services Director to review all operators to determine if the operator had violated the City’s Rotational Tow Service Program and/or Chapter 12.14 or similar violations in other jurisdictions as part of the permitting process. If a violation or violations were found, said tow operator would not be permitted to participate in the City’s RTS Program. Chapter 12.14 outlines a process whereby a tow operator can be suspended and/or its participation on the RTS Program revoked if it is determined that such violation of the RTS Program is warranted. The proposed amendment to the Section would follow the language set forth in the Chapter pertaining to suspensions and revocations.
- Staff is proposing to change the language of Section of 12.14.100, which regulates Tow Operators’ storage facilities. The current section requires facilities to have 150 outdoor spaces and five (5) indoor spaces. The intent of the code was 150 spaces total either indoor or outdoor with the exception of five (5) spaces, which must be indoor for vehicles stored for evidentiary purposes.

**ALTERNATIVES**

1. The City Council introduce Ordinance No. 822 amending the provisions of Chapter 12.14 of the Municipal Code Police and City of Moreno Valley Rotational Tow Service of Title 12 of the Moreno Valley Municipal Code.  
**Staff recommends this alternative.**
  
2. The City Council incorporates any or all of the changes recommended in the attached draft.  
**Staff does not recommend this alternative.**
  
3. The Council could elect to keep the current Ordinance in effect and not adopt the proposed changes.  
**Staff does not recommend this alternative.**

**FISCAL IMPACT**

Not applicable.

**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.

**NOTIFICATION**

Publication of the agenda

**ATTACHMENTS/EXHIBITS**

- Attachment A** – Proposed ordinance  
**Attachment B** – Memorandum from Sheriff’s Central Dispatch

Prepared By:  
 Albert Brady  
 Code & Neighborhood Services Official

Concurred By:  
 Michelle Dawson  
 Acting Assistant City Manager

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

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.**

**ATTACHMENT A**

Page 1 of 23

- 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 firm ~~towing business~~ **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 ~~as a Tow Operator in the City~~ **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,

**ATTACHMENT A**

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.

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## **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 ~~of outside storage and~~ **including a minimum of** five (5) vehicles of indoor storage. Said ~~outdoor and indoor~~ **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.

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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 ~~calls twenty-four (24) hours a day, seven days a week,~~ 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 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 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.**

~~1. A call to a Tow Operator shall constitute one turn on the list and the Tow Operator shall be moved to the bottom of the list. This includes when 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 City and Police Department shall keep separate Tow rotation lists.~~

**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.**

~~2. 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**

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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.

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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 \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Richard Stewart, Mayor

ATTEST:

\_\_\_\_\_  
Jane Halstead, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Hansen, City Attorney

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## RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

### SHERIFF'S CENTRAL DISPATCH

*Stanley Sniff, Sheriff-Coroner*

December 13, 2010

TO: Captain John Anderson, MVPD

FROM: Lieutenant Brenda Shinn, Central Dispatch

SUBJECT: Moreno Valley Tow Rotation

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In response to your question regarding the feasibility of the Dispatch Center managing a per vehicle tow rotation, we do not have the ability to manage this method of tow company notification. Each month we manually enter and update the on call rotation tow companies for each station and contract city. These rotations are entered into the Dispatch Center's Computer Aided Dispatch SOI (screens of information) by Station area. In most cases the tow companies rotate daily based on the number of tow companies utilized by that particular station. This is not an automated system and all entries can only be updated or changed by a Dispatch Supervisor or Senior who has the security clearance to access the Screens of Information. These tow rotations are manually updated on a monthly basis when a new list is provided by each station liaison.

In order to accomplish a per vehicle rotation, we would need some sort of software that would automatically rotate to the next tow company. In addition it would need to update the screens at all dispatch consoles, since we use both back-up and primary channels to make tow company notifications. This software is a not one of the many upgrades/projects we have in the works.

In the past, some stations have utilized a tow company service. We currently have only one station (San Jacinto) using such a service, Professional Communication Network (PCN) at 951 927-6030, to manage their rotation. I believe this company charges a monthly fee to each tow company to use their service and in the past there were complaints for the field deputies that this step was significantly increasing the response time of the tow truck.

**ATTACHMENT B**

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>WCB</i>

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** January 11, 2011

**TITLE:** GENERAL PLAN AMENDMENT TO MODIFY BIKEWAY PLAN (PA10-0021).

---

### RECOMMENDED ACTION

Staff recommends that the City Council 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:

1. **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
2. **ADOPT** City Council Resolution No. 2011-06 thereby **APPROVING** General Plan Amendment PA10-0021, based on the findings in the City Council Resolution.

### ADVISORY BOARD/COMMISSION DECISION

The proposed revision to the Nason Street bikeway designations was presented to the Recreational Trails Board on September 22, 2010. The Board had concerns of a Class III facility being located between the westbound SR-60 ramp and Fir Avenue. The Board recommended that City staff continue to coordinate with Caltrans such that a continuous Class II facility is provided along Nason Street between Ironwood Avenue and Eucalyptus Avenue. The Board supports the Nason Street modifications to the City Bikeway Plan.

The Planning Commission at its October 28, 2010 meeting approved Planning Commission Resolution No. 2010-20 by a 4-0 vote, recommending that the City Council recognize that General Plan Amendment PA10-0021 is exempt from the provisions of

the California Environmental Quality Act (CEQA), per CEQA Guidelines Sections 15061 and 15378 and thereby approve the General Plan Amendment.

## **BACKGROUND**

The City of Moreno Valley Public Works Department is requesting modifications to the City's Bikeway Plan. The proposed modifications are as follows:

- Reclassify Nason Street between Ironwood Avenue and the westbound SR-60 ramp/Elder Avenue from Class I to Class II.
- Reclassify Nason Street between the westbound SR-60 ramp/Elder Avenue and Fir Avenue from Class I to Class III.
- Reclassify Nason Street between Fir Avenue and Eucalyptus Avenue from Class I to Class II.
- Reclassify John F. Kennedy Drive between Heacock Street and Lasselle Street from Class III to Class II.
- Reclassify Lasselle Street between Krameria Avenue and Kentucky Derby Drive from Class III to Class II.
- Classify Alessandro Boulevard between the Old 215 and Moreno Beach Drive as Class II.

As a point of reference, the following are descriptions of Class I, II, and III Bikeways:

- Class I Bikeway: a bike path on separate right of way (such as the Aqueduct Trail),
- Class II Bikeway: a striped bike lane on a roadway,
- Class III Bikeway: signs only, no striping.

## **DISCUSSION**

The feasibility of a Class I Bikeway along Nason Street between Ironwood Avenue and Eucalyptus Avenue serves as the cause for the proposed revision along Nason Street. The feasibility issues are as follows:

- Residential development and approved parcel maps exist along Nason Street north of the westbound SR-60 ramp. In order for a Class I Bikeway to be constructed along this segment of Nason Street, right-of-way would have to be acquired.
- The additional right-of-way would conflict with the existing development, in one case, resulting in the right of way line being approximately eight feet from a corner of an existing home.

The need to amend the General Plan at this time (as opposed to waiting for a comprehensive update to the Bikeway Plan) is based upon the City's Capital Project to reconstruct the Nason Street overcrossing of SR-60 (City Project Number 07-41570024). The Capital Project issues are as follows:

- The environmental documentation approved for the Nason overcrossing project identified the bicycle facility to be provided throughout the project limits, from the

westbound ramps to Fir Avenue as Class III (the classification at that time). The draft and final project environmental documents were circulated, and approved in late 2007.

- As part of the design approval, Caltrans verifies that the design is consistent with the City's General Plan. Since the design is a Class III while the City's Bikeway Plan now shows a Class I, an inconsistency exists.
- If the change is not made, then the City's Nason Street overcrossing project would face delays in scheduling and a large cost increase to provide the Class I facility over the freeway.

Eucalyptus Avenue was selected as the northern terminus of the Class I designation along Nason Street for the following reasons:

- A segment of the Class I bikeway has been constructed between Dracaea Avenue and Cottonwood Avenue.
- Valley View High School is located on the southwest corner of Nason Street and Eucalyptus Avenue.
- A Class II bikeway exists along Eucalyptus Avenue, east of Nason Street extending to the Stoneridge Towne Centre and Moreno Beach Plaza (Wal-Mart) shopping centers.

In 2008, the City was awarded \$135,000 under the Bicycle Transportation Account (BTA) program (as administered by Caltrans) to implement bicycle lane striping on various segments. The design and implementation of this work was completed by City forces in late 2009. The total cost of the work was less than half of the authorized amount. Caltrans has agreed to increase the scope of work to allow additional bicycle lanes to be striped with the remaining grant monies.

The following additional streets are proposed for striping and signing of bicycle lanes using the surplus BTA grant monies:

- John F. Kennedy Drive from Heacock Street to Lasselle Street
- Lasselle Street from Krameria Avenue to Kentucky Derby Drive

The City Bikeway Plan classifies the John F. Kennedy Drive and Lasselle Street segments as Class III. In order to utilize the BTA money to install bicycle lanes at these locations, the Bikeway Plan needs a classification of Class II for these segments.

The John F. Kennedy segment, as a Class II bikeway, would provide bicycle lanes between the March Joint Powers Authority redevelopment area (which includes the March Field Park and Valley Skate Park) and the residential neighborhoods located to the east (which includes JFK Veterans Memorial Park and Vista Del Lago High School). The Lasselle Street segment as a Class II bikeway would provide bicycle lanes between the Moreno Valley College area and the City's Aqueduct Trail's southerly terminus adjacent to the Lake Perris State Recreation Area and the Rancho Verde High School. This change would provide regional continuity with the Riverside County trail system around Lake Perris.

Finally, the Western Riverside Council of Governments (WRCOG) recently approved its Non-motorized Transportation Plan and the Southern California Association of Governments (SCAG) finalized its Compass Blueprint study of the Alessandro Boulevard corridor. Elements of both plans include providing bicycle facilities along Alessandro Boulevard. The current City Bikeway Plan does not provide bicycle facilities between the Old 215 and Moreno Beach Drive (with the exception of Class II between Graham Street and Heacock Street). By revising the Bikeway Plan to include Class II facilities along Alessandro Boulevard between the Old 215 and Moreno Beach Drive, the City's plan will be consistent with regional plans, provide linkages to adjacent facilities in the City of Riverside, and provide linkages to other north-south facilities within the City.

The proposed revisions to the Bikeway Plan would have no impact to the General Plan, except for amending the Bikeway Plan. The proposal does not conflict with the intended land uses of the Community Development Element, does not affect the Parks, Recreation and Open Space Element, does not impact the Safety Element, and has no bearing on Environmental Safety or the Housing Element. The proposed revision provides appropriate and feasible classifications along the segments that can be accommodated within the planned street right-of-way. Therefore, the proposed revision would not impact the Circulation Element.

### **ENVIRONMENTAL**

The General Plan Amendment is exempt from the California Environmental Quality Act (CEQA) in accordance with Sections 15061 and 15378 of the CEQA Guidelines. The amendment will not cause a significant effect on the environment.

### **ALTERNATIVES**

1. Approve Resolution 2011-06, General Plan Amendment and proposed Bikeway Plan changes as recommended. This alternative would provide for consistency with other regional plans and allow the Nason Street interchange project to move forward as designed.
2. Do not approve Resolution 2011-06. If denial of the General Plan Amendment is selected, it is recommended that the item be continued in order to complete the necessary resolution and findings for denial. This alternative would leave the Bikeway Plan without changes and not allow the Nason Street interchange project to move forward as designed.

### **FISCAL IMPACT**

Updating the Bikeway Plan through the General Plan Amendment does not impact the General Fund. The additional signing and striping associated with the proposed changes to the Bikeway Plan would be installed through the use of Measure "A" funds (Fund 125), grant monies for specific bicycle lane use, or adjacent private development. Maintenance of the additional signing and striping associated with the proposed changes to the Bikeway Plan would be included in the annual budget for signing and striping (Fund 125).



**CITY COUNCIL GOALS**

The proposed changes to the Bikeway Plan through the General Plan Amendment would enhance the following goals:

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

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

**NOTIFICATION**

A display notice was published in the newspaper and a public notice was posted at required City locations. As of the date of report preparation, staff had received no public inquiries in response to the noticing for this General Plan Amendment.

**ATTACHMENTS/EXHIBITS**

- Attachment - 1      Public Hearing Notice
- Attachment - 2      Resolution for General Plan Amendment
- Attachment - 3      Proposed Bikeway Plan
- Attachment - 4      Planning Commission Staff Report dated October 28, 2010  
(excluding exhibits)
- Attachment - 5      Planning Commission Minutes for Item #710 from October 28, 2010  
Meeting
- Attachment - 6      Recreational Trails Board Support Letter

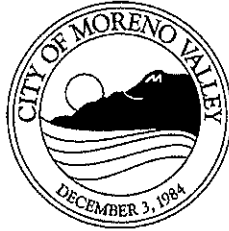
Prepared By:  
Michael Lloyd, P.E.  
Senior Engineer

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

Concurred By:  
Eric Lewis, P.E., T.E.  
City Traffic Engineer

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

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## NOTICE OF CITY COUNCIL PUBLIC HEARING

FOR AN AMENDMENT (PA10-0021) TO THE CITY OF  
MORENO VALLEY GENERAL PLAN TO MODIFY THE  
CITY'S BIKEWAY PLAN AT SEVERAL LOCATIONS  
THROUGHOUT THE CITY

The amendment is a proposal by the Public Works Department-  
Transportation Engineering Division to modify the City's Bikeway Plan as  
follows:

- Reclassify Nason Street between Ironwood Avenue and the westbound SR-60/Elder Avenue from Class I to Class II.
- Reclassify Nason Street between the westbound SR-60/Elder Avenue and Fir Avenue from Class I to Class III.
- Reclassify Nason Street between Fir Avenue and Eucalyptus Avenue from Class I to Class II.
- Reclassify John F. Kennedy Drive between Heacock Street and Lasselle Street from Class III to Class II.
- Reclassify Lasselle Street between Krameria Avenue and Kentucky Derby Drive from Class III to Class II.
- Classify Alessandro Boulevard between the Old Highway 215 and Moreno Beach Drive as Class II.

The City Council may consider any appropriate modifications or alternatives to the amendment or the environmental determination. The amendment is proposed to be exempt under California Environmental Quality Act Guidelines Section 15061 as defined by Section 15378.

Any person interested in the proposed project may contact Michael Lloyd, Senior Engineer at (951) 413-3140 or at the Community Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday); City Hall is closed on Fridays.

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

**Tuesday, January 11, 2011  
6:30 P.M.  
City Council Chamber  
14177 Frederick Street.  
Moreno Valley, CA 92552-0805**

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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.

WHEREAS, the City of Moreno Valley has filed an application requesting an amendment to the City's General Plan which proposes revisions to the City's Bikeway Plan.

WHEREAS, the project 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;

WHEREAS, on October 28, 2010, the Planning Commission of the City of Moreno Valley held a meeting to consider a General Plan Amendment (PA10-0021). At said meeting, the Planning Commission recommended approval of General Plan Amendment (PA10-0021) to the City Council, and;

WHEREAS, on January 11, 2011, the City Council of the City of Moreno Valley held a public hearing to consider the General Plan Amendment contained within this Resolution;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS WITH RESPECT TO PA10-0021:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council finds that:

1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies, and programs.

ATTACHMENT 2

FACT: The proposed General Plan Amendment to modify the City's Bikeway Plan will not conflict with the goals, objectives, policies or programs of the General Plan.

2. Health, Safety and Welfare – The proposed General Plan Amendment will not be detrimental to the public health, safety or welfare.

FACT: The proposed modification to the City's Bikeway Plan will result in additional bicycle lanes across the City, thus enhancing the safety of all roadway users and providing alternative means of travel throughout the City.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2011-\_\_\_\_\_. approving General Plan Amendment PA10-0021.

APPROVED AND ADOPTED this 11<sup>th</sup> day of January, 2011.

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

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

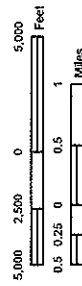


# MORENO VALLEY

## Proposed Bikeway Plan

### Bikeway Classification

- Class I
- Class II
- Class III
- Roads
- Highways
- March ARB
- Waterbodies

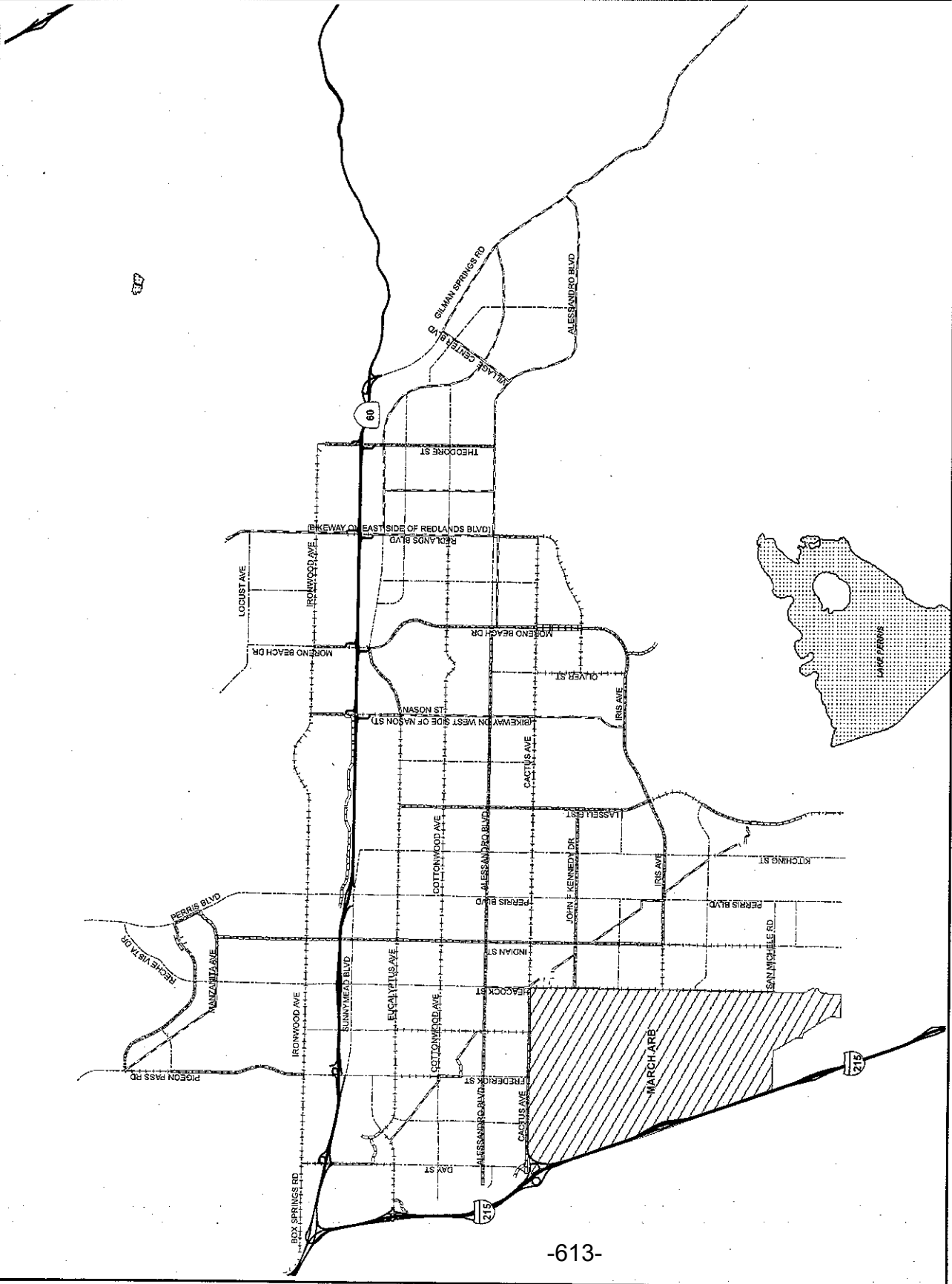


Date: October 4, 2010  
 State Plane NAD83 Zone 6  
 File: G:\arcmap\transportation\ bikeway\_proposedchanges.mxd

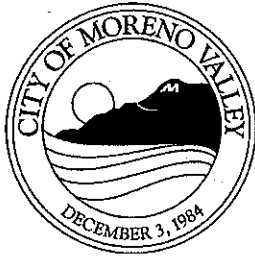
### GEOGRAPHIC INFORMATION SYSTEMS

The information shown on this map was compiled from Riverside County GIS data and the City of Moreno Valley GIS data. This map is for informational purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be responsible for any errors or omissions or for any consequences arising from the use of the information shown on this map.

Attachment 3



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**PLANNING COMMISSION  
STAFF REPORT**

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Case: PA10-0021 - General Plan Amendment

Date: October 28, 2010

Applicant: City of Moreno Valley, Public Works Department

Representative: Eric Lewis, P.E., T.E., City Traffic Engineer

Location: City-Wide

Proposal: General Plan Amendment to modify the Bikeway Plan

Redevelopment Area: N/A

Recommendation: Approval

**SUMMARY**

The City of Moreno Valley Public Works Department is requesting a modification to the City's Bikeway Plan. Proposed modifications are the following:

- Reclassify Nason Street between Ironwood Avenue and the westbound SR-60 ramp/Elder Avenue from Class I to Class II.
- Reclassify Nason Street between the westbound SR-60 ramp/Elder Avenue and Fir Avenue from Class I to Class III.
- Reclassify Nason Street between Fir Avenue and Eucalyptus Avenue from Class I to Class II.
- Reclassify John F. Kennedy Drive between Heacock Street and Lasselle Street from Class III to Class II.
- Reclassify Lasselle Street between Krameria Avenue and Kentucky Derby Drive from Class III to Class II.
- Classify Alessandro Boulevard between the Old 215 and Moreno Beach Drive as Class II.

## **PROJECT DESCRIPTION**

With the adoption of Resolution 2006-84 on July 11, 2006, the City Council of Moreno Valley approved the 2006 General Plan Update. Within the approved General Plan Update is the City's Bikeway Plan. The City's Bikeway Plan serves the purpose of identifying the routes and classifications for the City's bikeways consistent with the General Plan's Circulation Element Goals, Objectives, Policies, and Programs.

As a point of reference, the following are descriptions of Class I, II, and III Bikeways:

- Class I Bikeway: a bike path on separate right of way (such as the Aquaduct Trail),
- Class II Bikeway: a striped bike lane on a roadway,
- Class III Bikeway: signs only, no striping.

The proposed revisions to the City's Bikeway Plan include the reclassification of Nason Street from a Class I Bikeway to a combination of Class II and Class III Bikeways. The limits of the revision are between Ironwood Avenue and Eucalyptus Avenue. The segment of Nason Street between Ironwood Avenue and the westbound SR-60 ramp/Elder Avenue intersection is proposed as a Class II Bikeway. The segment of Nason Street between the westbound SR-60 ramp/Elder Avenue and Fir Avenue is proposed as a Class III Bikeway due to Caltrans design standards. The segment of Nason Street between Fir Avenue and Eucalyptus Avenue is proposed as a Class II Bikeway. Furthermore, the segments of John F. Kennedy Drive between Heacock Street and Lasselle Street as well as Lasselle Street between Krameria Drive and Kentucky Derby Drive are proposed for reclassification from Class III to Class II. Finally, the segment of Alessandro Boulevard between the Old 215 and Moreno Beach Drive is proposed for classification as Class II (the segment is largely unclassified currently).

## **ANALYSIS**

The feasibility of a Class I Bikeway along Nason Street between Ironwood Avenue and Eucalyptus Avenue serves as the cause for the proposed revision along Nason Street. Tract 12681 is a developed and established neighborhood of residential homes located along Nason Street north of the westbound SR-60 ramp. The tract did not include a reservation of right-of-way for a Class I Bikeway on the west side of Nason Street. In order to construct a Class I Bikeway along Tract 12681, the City would have to acquire the right of way from three residential lots. The minimum amount of additional right-of-way would be 10' for a combined Class I Bikeway/pedestrian sidewalk. This would result in the right-of-way line being approximately eight feet from the corner of a house on one of the lots (APN487-184-015) and a substandard setback per Planning standards.

Parcel Map 35027 located on the southwest corner of Nason Street and Ironwood Avenue was approved in 2006 without a right-of-way reservation for a Class I Bikeway. The parcels (APNs 487-160-001 and 487-160-003) have not been developed to date, however, the City would have to acquire the right-of-way. Options to acquire the necessary right-of-way for a Class I Bikeway would be limited to either wait until the property owner submits a new Parcel Map (which may never happen) or acquire the right-of-way through eminent domain. Given the limitations along Tract 12681 to the immediate south of Parcel 35027 as well as the difficulty justifying the "necessity" of a Class I bikeway, it does not appear that acquisition by means of eminent domain would be prudent in this case. Therefore, a Class I Bikeway between Ironwood Avenue and the westbound SR-60 ramp along Nason Street is not feasible.

The need to amend the General Plan at this time (as opposed to waiting for a comprehensive update to the Bikeway Plan) is based upon the City's Capital Project to reconstruct the Nason

**Planning Commission Staff Report**  
**Page 3**

Street overcrossing of SR-60 (City Project Number 07-41570024). Prior to July 2006, which was during preparation of the project's environmental document, the designation on the City's bikeway plan was Class III. The environmental documentation approved for the Nason overcrossing project identified a bicycle facility to be provided throughout the project limits, from the westbound ramps to Fir Avenue as Class III. The draft and final project environmental documents were circulated, and approved in late 2007. Caltrans has jurisdiction on Nason Street for traffic operations and circulation within the area from approximately 500 feet north of the SR-60/westbound ramp/Elder intersection to approximately 500 feet south of the existing SR-60/eastbound ramp intersection. Caltrans design standards required that the project provide 8-foot shoulders for use by bicycles but which are not striped as Class II "bike lanes." In addition, across the proposed bridge, barrier-separated sidewalks will be provided adjacent to full width shoulders. Therefore, the bridge will fully accommodate bicyclists through the provision of full-width shoulders, and accommodate pedestrians through provision of a barrier-separated sidewalk. Bicycle push buttons and bike route signing will also be provided in order to accommodate bicycles. As part of the design approval, Caltrans verifies that the design is consistent with the City's General Plan. Since the design is a Class III while the City's Bikeway Plan now shows a Class I, an inconsistency exists. Therefore, in order for the Nason Street overcrossing design to receive final approval, the City's Bikeway Plan needs to be revised such that the segment of Nason Street between the SR-60 westbound ramp intersection and Fir Avenue is returned to its previous classification as Class III in accordance with the project's approved environmental document. Caltrans design standards remain the same today as in 2006/2007. If the change is not made, the City's Nason Street overcrossing project would face delays in scheduling and a large cost increase to provide the Class I facility over the freeway.

As previously noted, a Class I bikeway along Nason Street between Ironwood Avenue and the westbound SR-60 ramp is not feasible due to existing development and lack of right-of-way. Eucalyptus Avenue was selected as the northern terminus of the Class I designation along Nason Street for the following reasons:

- A segment of the Class I bikeway has been constructed between Dracaea Avenue and Cottonwood Avenue.
- Valley View High School is located on the southwest corner of Nason Street and Eucalyptus Avenue.
- A Class II bikeway exists along Eucalyptus Avenue, east of Nason Street extending to the Stoneridge Towne Centre and Moreno Beach Plaza (Wal-Mart) shopping centers.

The proposed revision to the Nason Street classification between Ironwood Avenue and Eucalyptus Avenue would have no impact to the General Plan, except for amending the Bikeway Plan. The proposal does not conflict with the intended land uses of the Community Development Element, does not affect the Parks, Recreation and Open Space Element, does not impact the Safety Element, and has no bearing on Environmental Safety or the Housing Element. The proposed revision provides a logical terminus for the Class I designation along Nason Street and provides appropriate and feasible classifications between Ironwood Avenue and Eucalyptus Avenue that can be accommodated within the planned street right-of-way. Therefore, the proposed revision would not impact the Circulation Element.

In 2008, the City was awarded \$135,000 under the Bicycle Transportation Account (BTA) program (as administered by Caltrans) to implement bicycle lane striping on:

- Frederick Street from Cottonwood Avenue to Bay Avenue
- Bay Avenue from Frederick Street to Aqueduct Bike Trail
- Alessandro Boulevard from Graham Street to Heacock Street

**Planning Commission Staff Report**  
**Page 4**

The design and implementation of this work was completed by City forces in late 2009. The total cost of the work was less than half of the authorized amount. Caltrans has agreed to increase the scope of work to allow additional bicycle lanes to be striped with the remaining grant monies.

The following additional streets are proposed for striping and signing of bicycle lanes using the surplus BTA grant monies:

- John F. Kennedy Drive from Heacock Street to Lasselle Street
- Lasselle Street from Krameria Avenue to Kentucky Derby Drive

The City Bikeway Plan classifies the John F. Kennedy Drive and Lasselle Street segments as Class III. In order to utilize the BTA money to install bicycle lanes at these locations, the Bikeway Plan needs a classification of Class II for these segments.

The John F. Kennedy segment as a Class II bikeway would provide bicycle lanes between the March Joint Powers Authority redevelopment area (which includes the March Field Park and Valley Skate Park) and the residential neighborhoods located to the east (which includes JFK Veterans Memorial Park and Vista Del Lago High School). The Lasselle Street segment as a Class II bikeway would provide bicycle lanes between the Moreno Valley College area and the City's Aqueduct Trail's southerly terminus adjacent to the Lake Perris State Recreation Area and the Rancho Verde High School. This change would provide regional continuity with the Riverside County trail system around Lake Perris.

The proposed revisions to the John F. Kennedy Drive and Lasselle Street classifications would have no impact to the General Plan, except for amending the Bikeway Plan. The proposal does not conflict with the intended land uses of the Community Development Element, does not affect the Parks, Recreation and Open Space Element, does not impact the Safety Element, and has no bearing on Environmental Safety or the Housing Element. The proposed revision provides appropriate and feasible classifications along the segments that can be accommodated within the planned street right-of-way. Therefore, the proposed revision would not impact the Circulation Element.

Finally, the Western Riverside Council of Governments (WRCOG) recently approved its Non-motorized Transportation Plan and the Southern California Association of Governments (SCAG) finalized its Compass Blueprint study of the Alessandro Boulevard corridor. Elements of both plans include providing bicycle facilities along Alessandro Boulevard. The current City Bikeway Plan does not provide bicycle facilities between the Old 215 and Moreno Beach Drive (with the exception of Class II between Graham Street and Heacock Street). By revising the Bikeway Plan to include Class II facilities along Alessandro Boulevard between the Old 215 and Moreno Beach Drive, the City's plan will be consistent with regional plans, provide linkages to adjacent facilities in the City of Riverside, and provide linkages to other north-south facilities within the City.

The proposed revisions to the Alessandro Boulevard classification between the Old 215 and Moreno Beach Drive would have no impact to the General Plan, except for amending the Bikeway Plan. The proposal does not conflict with the intended land uses of the Community Development Element, does not affect the Parks, Recreation and Open Space Element, does not impact the Safety Element, and has no bearing on Environmental Safety or the Housing Element. The proposed revision provides appropriate and feasible classifications along the segments that can be accommodated within the planned street right-of-way. Therefore, the proposed revision would not impact the Circulation Element.

The Transportation Engineering Division recommends that the City's General Plan be amended such that the Bikeway Plan shows the following classifications:

- Class II bikeway along Nason Street between Ironwood Avenue and the westbound SR-60 ramp/Elder Avenue intersection.
- Class III bikeway along Nason Street between the westbound SR-60 ramp/Elder Avenue intersection and Fir Avenue.
- Class II bikeway along Nason Street between Fir Avenue and Eucalyptus Avenue.
- Class II bikeway along John F. Kennedy Drive between Heacock Street and Lasselle Street.
- Class II bikeway along Lasselle Street between Krameria Avenue and Kentucky Derby Drive.
- Class II bikeway along Alessandro Boulevard between the Old 215 and Moreno Beach Drive.

### **REVIEW PROCESS**

The proposed revision to Nason Street was presented to the Recreational Trails Board on September 22, 2010. The Board had concerns of a Class III facility being located between the westbound SR-60 ramp and Fir Avenue. The Board understood that Caltrans controls this area and the designation is per Caltrans direction. However, the Board recommended that City staff continue to coordinate with Caltrans such that a continuous Class II facility is provided along Nason Street between Ironwood Avenue and Eucalyptus Avenue. The Board supports the Nason Street modifications to the City Bikeway Plan.

### **ENVIRONMENTAL**

The project is exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15061 as defined by Section 15378 of the CEQA Guidelines. The amendment does not have the potential to cause a significant effect on the environment.

### **NOTIFICATION**

The public hearing notice for this project was posted at City Hall and published in the local newspaper on October 14, 2010.

### **REVIEW AGENCY COMMENTS**

Not applicable.

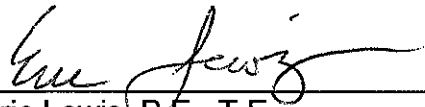
### **STAFF RECOMMENDATION**

Staff recommends that the Planning Commission:

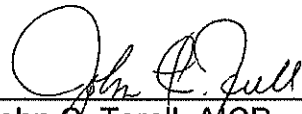
1. **RECOGNIZE** that Application No. PA10-0021 qualifies as an exemption in accordance with CEQA Guidelines, Section 15061 as defined by Section 15378.
2. **APPROVE** Planning Commission Resolution No. 2010-20, recommending that the City Council approve PA10-0021 - General Plan Amendment to revise the City Bikeway Plan.

**Planning Commission Staff Report**  
**Page 6**

Prepared by:

  
Eric Lewis, P.E., T.E.  
City Traffic Engineer

Approved by:

  
John C. Terell, AICP  
Planning Official

**ATTACHMENTS:**

1. Public Hearing Notice
2. Planning Commission Resolution No. 2010-20  
Exhibit A: Proposed Bikeway Plan
3. Recreational Trails Board Support Letter



**CHAIR DE JONG** – May I have the Staff Report please?

**SENIOR TRANSPORTATION ENGINEER LLOYD** – Good evening Chair and Commissioner Members. My name is Michael Lloyd of the Public Works Department. With me tonight is Eric Lewis, City Traffic Engineer and Margery Lazarus, Project Manager and Capitol Projects. The Public Works Department is requesting a modification to the City's Bikeway Plan. The proposed modifications are the following:

- Reclassify Nason Street between Ironwood Avenue and the westbound State Route 60 ramp from Class 1 to Class 2.
- Reclassify Nason Street between the westbound State Route 60 ramp and Fir Avenue from Class 1 to Class 3.
- Reclassify Nason Street between Fir Avenue and Eucalyptus Avenue from Class 1 to Class 2.
- Reclassify John F. Kennedy Drive between Heacock Street and Lasselle Street from Class 3 to Class 2.
- Reclassify Lasselle Street between Krameria Avenue and Kentucky Derby Drive from Class 3 to Class 2.
- Classify Alessandro Boulevard between Old 215 and Moreno Beach Drive as Class 2.

For reference a Class 1 facility is a bike path on a separate right-of-way such as the Aqueduct Trail. A Class 2 facility is a striped bike lane on a roadway such as what is currently in place on Lasselle Street north of Iris Avenue and then a Class 3 facility is signs only; no striping and currently John F. Kennedy Drive has those signs in place.

Nason Street changes are focused between Ironwood Avenue and Eucalyptus Avenue. The Bikeway Plan currently calls for a Class 1 Bikeway along this segment on the west side of Nason. The need to change this segment of Nason Street is based upon two items. The first is the feasibility of a Class 1 facility within this area. The second item is the Capitol Project to reconstruct the Nason Street overcrossing of State Route 60. A Class 1 facility in this area is not feasible due to existing residential homes northwest of the Nason Street westbound 60 ramp intersection. Additional right-of-way would be needed that would result in one case of the right-of-way being approximately 8 feet from an existing home. Furthermore a Parcel Map on the west side of Nason south of Ironwood was approved that did not reserve the right-of-way for a Class 1 facility.

The Parcel Map did not reserve the right-of-way due to the timing of the map and the approval of the updated Bikeway Plan in 2006. At the same time the Bike Plan was updated, the Nason Street overcrossing was going through

1 environmental documentation and its design was commencing. The previous  
2 Bike Plan prior to 2006 showed bicycle facilities similar to what is being  
3 recommended tonight. The Capital Project was documented as such.  
4 Furthermore since Cal Trans controls the right-of-way between the westbound 60  
5 ramp and Fir Avenue, Cal Trans must approve the design. Per Cal Trans  
6 direction, the segment between the westbound 60 ramp and Fir Avenue must be  
7 a Class 3 facility. There will be 8 foot shoulders in this area for bicycle usage,  
8 however there will be no bike lane striping. In order for the Nason Street  
9 overcrossing design to receive final approval, the City Bikeways Plan needs to be  
10 revised such that the segment of Nason Street between the 60 westbound ramp  
11 intersection and Fir Avenue is returned to its previous classification as Class 3 in  
12 accordance with the project's approved environmental documentation. If the  
13 change is not made the City's Nason Street overcrossing project would face  
14 delays in scheduling and a large cost increase to provide the Class 1 facility over  
15 the freeway.

16  
17 The JFK and Lasselle segment changes are based on available funding and area  
18 connectivity. In 2008 the City was awarded 135,000 dollars under the Bicycle  
19 Transportation Account program to implement bicycle lane striping on Frederick  
20 Street from Cottonwood Avenue to Bay Avenue; along Bay Avenue from  
21 Frederick Street to the Aqueduct Bike Trail and also Alessandro Boulevard from  
22 Graham Street to Heacock Street. The design and implementation of this work  
23 was completed by City forces in late 2009. The total cost of the work was less  
24 than half of the authorized amount. Cal Trans has agreed to increase the scope  
25 of work to allow additional bike lanes to be striped with the remaining grant  
26 monies.

27  
28 The following additional streets are proposed for striping and signing of bicycle  
29 lanes using the surplus BTA grant monies: John F. Kennedy Drive from Heacock  
30 to Lasselle and Lasselle from Krameria to Kentucky Derby Drive. The City  
31 Bikeway Plan classifies the John F. Kennedy Drive and Lasselle Street segments  
32 as Class 3. In order to utilize the BTA money to install bicycle lanes at these  
33 locations, the Bikeway Plan needs a classification of Class 2 for these segments.  
34 The John F. Kennedy segment as a Class 2 Bikeway would provide bicycle lanes  
35 between the March JPA redevelopment area, which includes the March Field  
36 Park and Valley Skate Park and residential neighborhoods located to the east  
37 which includes JFK Veterans Memorial Park and Vista Del Lago High School.  
38 The Lasselle Street segment as a Class 2 bikeway would provide bicycle lanes  
39 between the Moreno Valley College area and City's Aqueduct Trails southerly  
40 terminus adjacent to the Lake Perris State Recreation area and the Rancho  
41 Verde High School. This change would provide regional continuity with the  
42 Riverside County Trail system around Lake Perris.

43  
44 The Western Riverside Council of Governments WRCOG recently approved its  
45 Non-Motorized Transportation Plan and the Southern California Association of  
46 Governments finalized its Compass Blueprints Study of the Alessandro

1 Boulevard corridor. Elements of both plans include providing bicycle facilities  
2 along Alessandro Boulevard. The current City Bikeway Plan does not provide  
3 bicycle facilities between the Old 215 and Moreno Beach Drive with the  
4 exception of Class 2 between Graham Street and Heacock Street. By revising  
5 the Bikeway Plan to include Class 2 facilities along Alessandro Boulevard  
6 between the Old 215 and Moreno Beach Drive, the City's Plan will be consistent  
7 with the Regional Plans, provide linkages to adjacent facilities in the City of  
8 Riverside and provide linkages to other north/south facilities within the City.

9  
10 The proposed revisions would have no impact on the General Plan except for  
11 amending the Bikeway Plan. The proposal does not conflict with the intended  
12 land uses of the Community Development Element; does affect the Parks  
13 Recreation Open Space Element; does not impact the Safety Element and has  
14 no bearing on Environmental Safety or the Housing Element. The proposed  
15 revision provides appropriate and feasible classifications along the segments that  
16 can be accommodated within the planned street right-of-way. Therefore the  
17 proposed revision would not impact the Circulation Element. Finally the  
18 Recreational Trails Board has been presented the proposed changes. Their  
19 support letter is included in your packet as attachment 3. The Board did express  
20 concern with the Class 3 designation for Nason Street between the State Route  
21 60 westbound ramp and Fir Avenue; however the Board did understand that Cal  
22 Trans was driving this designation. The Board recommended that City Staff  
23 continue to pursue a Class 2 designation in this area and Staff has indicated that  
24 it will do so. To date no comments from the public have been received.

25  
26 Based on these findings, Staff recommends that the Planning Commission:

- 27 1. **RECOGNIZE** that Application No. PA10-0021 qualifies as an exemption in  
28 accordance with CEQA Guidelines, Section 15061 as defined by Section  
29 15378; and,
- 30 2. **APPROVE** Planning Commission Resolution No. 2010-20  
31 **RECOMMENDING** that the City Council **APPROVING** PA10-0021  
32 General Plan Amendment to revise the City Bikeway Plan.

33  
34 This concludes my report. If there are any questions, I'll be happy to address  
35 them and we'll be sure to document your comments and include them in our Staff  
36 Report to City Council.

37  
38 **CHAIR DE JONG** – Thank you. Are there any Commissioner questions of Staff?  
39 Okay, I have one. Michael can you tell me do any of the proposed changes  
40 conflict with any of the planned projects that the City of Moreno already has put  
41 forth? I know some of these were presented to Planning Commission and some  
42 of them involve street widening, so...

43  
44 **SENIOR TRANSPORTATION ENGINEER LLOYD** – I'm not aware of any of  
45 what is being proposed tonight that would be in conflict with any capital projects.

1 **CHAIR DE JONG** – Okay, even street widening? Is that correct?  
2  
3 **SENIOR TRANSPORTATION ENGINEER LLOYD** – Correct. They fit within  
4 what is currently...  
5  
6 **CHAIR DE JONG** – Okay good  
7  
8 **COMMISSIONER SALAS** – Michael is there a bike lane from Alessandro and  
9 Moreno Beach up to Lake Perris? Is there a bike there because I know if there's  
10 not we're going to have a bike way all the way from the 215 up to Moreno  
11 Beach? I was just wondering is that going to be a way to get up to Lake Perris.  
12  
13 **SENIOR TRANSPORTATION ENGINEER LLOYD** – Bear with me just a  
14 moment while I get out my plan.  
15  
16 **COMMISSIONER SALAS** – Okay  
17  
18 **SENIOR TRANSPORTATION ENGINEER LLOYD** – I believe John is indicating  
19 that it is Class 2 and I seem to recall that being the case.  
20  
21 **COMMISSIONER SALAS** - There is... that's going to mean that's a great way to  
22 get up to Lake Perris. I was just asking...  
23  
24 **CHAIR DE JONG** – Okay, are there any other questions of Staff?  
25  
26 **SENIOR TRANSPORTATION ENGINEER LLOYD** – Yes it is planned for a  
27 Class 2 if it's not currently striped.  
28  
29 **CHAIR DE JONG** – Okay, thank you. And I'd like to note that this item has been  
30 reviewed by the Recreational Trail Board and approved and we have a letter that  
31 extent. Okay, no more questions of Staff. I would like to open Public Comments  
32 and we have one Speaker Slip... Deanna Reeder.  
33  
34 **SPEAKER REEDER** – Deanna Reeder and actually I just have a few questions.  
35 How many feet do you have to have for a bike lane? I thought it was 5 feet. Is it  
36 more than that and you have to have 4 feet for a sidewalk, so that's 9 feet  
37 altogether? You can answer these after I'm done. I'm just wondering because I  
38 was concerned about as well Nason going from a 1 to a 3. I guess I want to  
39 know why it really needs to be a 2 if you have a shoulder area; how big is that  
40 shoulder? The second one is on Alessandro, if you stripe that for bikes is that  
41 going to eliminate parking on Alessandro and the other question that I had is the  
42 City Council had a Study Session and just looked at NEV vehicles and re-striping  
43 some of bike lanes to go from 5 feet to 7 feet to accommodate a NEV vehicle, so  
44 my question is are we going to stripe it for 5 feet now and then re-stripe it for 7  
45 feet after we finish looking at that stuff because that just seems silly to do it twice.  
46 We could do the whole width at the same time if that is what we are going to do.

1 I'm just wondering if we had planned in advance for that and I was still wondering  
2 about the Nason widths. Thank you.

3  
4 **CHAIR DE JONG** – Okay thank you

5  
6 **PLANNING OFFICIAL TERELL** – I'm going to go ahead and answer the last  
7 question and Michael is the expert on the others. But on the NEV plans and I  
8 was at the presentation, none of these areas are proposed to change have a  
9 NEV route on them. Alessandro was specifically not included because of some  
10 limitations to get the extra 2 feet beyond the 5 feet for a bikeway in certain  
11 locations, so the idea here is if these bikeways are being striped now, they'd be  
12 striped for 5 or whatever the appropriate width is and that would not conflict with  
13 the ability in the future to stripe other routes in the City for the NEV's.

14  
15 **CHAIR DE JONG** – Okay and that also goes back to my original question where  
16 it is not going to affect anything that has already previously was put forth as a  
17 project. Okay, thank you.

18  
19 **PLANNING OFFICIAL TERELL** – Correct

20  
21 **CHAIR DE JONG** – Okay thank you

22  
23 **COMMISSIONER SALAS** – So is Alessandro designed as a NEV for the new  
24 vehicles? Is it going to be?

25  
26 **PLANNING OFFICIAL TERELL** – No there were concerns about NEV's on such  
27 a busy commuter route, so there is a route that goes on Alessandro across the  
28 freeway because there is no other way to get across the freeway from the future  
29 Metro Link Station and then immediately once it gets to the City at the Old 215  
30 the route would go north up to Bay Street.

31  
32 **COMMISSIONER SALAS** – Okay

33  
34 **CHAIR DE JONG** – Okay... Michael

35  
36 **SENIOR TRANSPORTATION ENGINEER LLOYD** – With respect to bikeway  
37 widths; bicycle lane widths; typically we require 5 feet. They can be greater but  
38 generally we design for 5 feet adjacent to curb and gutter. In cases where there  
39 is no curb and gutter we can go down to 4 feet. Specific to the Nason  
40 overcrossing, those shoulders are intended to be 8 feet in width, so at some point  
41 in the future through our work with Cal Trans we think we will be able to classify it  
42 as a Class 2 and then stripe it as such, and it would be possible to leave the  
43 striping at the 8 foot width. It is not a requirement to be... generally we don't  
44 want it wider than that because then it could become confusing as to whether it is  
45 a travel lane or a bike lane even though we have the bicycle symbols and so  
46 forth in the bike lane, we don't want to confuse motorists that this is a travel lane

1 for a vehicle, so if it is 10 feet or something more equivalent to a travel lane for a  
2 vehicle it might confuse them. With regards to parking along Alessandro, I think  
3 we recently have been working and Eric can probably provide better detail than I  
4 can but I know we have worked with business owners in locations where we put  
5 in bicycle lanes and we've either restricted parking with their concurrence or if  
6 they feel they need the parking then we put in signing that allows for parking and  
7 bicycle lane usage.

8  
9 **CITY TRAFFIC ENGINEER LEWIS** – Eric Lewis, City Traffic Engineer. That's  
10 correct. We worked with the business owners from Old 215 all way to Ellsworth  
11 and we got only one person that felt that their parking was more important than  
12 the bike lanes, so we were able to put the bike lanes in except along their  
13 frontage and that was Empire Mowers, but the intent is primarily where available,  
14 we are going to remove the parking because it is a safety issue and especially  
15 where it is not needed where commercial facilities have ample parking on the  
16 site. There is no reason for them to park along the roadway and then we can  
17 allow that to be the main bicycle corridor.

18  
19 **CHAIR DE JONG** – Good thank you. I've got one more question. I notice that  
20 on bike lanes that approach intersections as they become dashed? What is the  
21 reason for that?

22  
23 **CITY TRAFFIC ENGINEER LEWIS** – Primarily that is so you can cross over the  
24 bike lane to make the turn.

25  
26 **CHAIR DE JONG** – So it is for vehicles?

27  
28 **CITY TRAFFIC ENGINEER LEWIS** – Right and it is also to warn people that  
29 there is a intersection and typically I think it is for 40 MPH or less it is 100 feet  
30 and as you go over that speed it increases to 200 feet, so that is what the length  
31 is for.

32  
33 **CHAIR DE JONG** – Thank you. Okay, I need to close Public Testimony. Thank  
34 you... and open Commissioner Debate. Who would like to go first?

35  
36 **COMMISSIONER GELLER** – I don't have much debate. I know we've been  
37 throwing around NEV and for the three people that watch us on TV it stands for  
38 Neighborhood Electric Vehicles and they are basically oversize golf carts that are  
39 licensed for use on the public streets. They have a regular license plate,  
40 however I think under State Law they are limited to streets that have a speed  
41 limit of 35 MPH or less and the top speed of these vehicles is 25 MPH. They are  
42 designed for people to go to the market and things of that sort within town, so the  
43 issue is in a City like ours where most of the speed limits are above 35, you  
44 wouldn't be able to go anywhere in the City without at least trying to put some  
45 specialty lanes in to allow these Neighborhood Electric Vehicles on streets that  
46 have speed limited of excess of 35 MPH. So that's my explanation on NEV's.

1 As to the bikeways, I don't have any problems with it. I don't really see any  
2 inherent conflicts in the Committee that is most responsible for it and has vetted it  
3 thoroughly and I don't see any reason to make any changes to the work that they  
4 have done, so I will vote to approve it and send it on to the City Council.  
5

6 **CHAIR DE JONG** – Okay, thank you. Anybody else? I'd like to just respond  
7 also. Thank you for your thorough work. I appreciate it. We need the bike  
8 paths. They are well used and the upgrades are certainly viable. Thank you.  
9 So who would like to make a motion?  
10

11 **COMMISSIONER GELLER** -- I'll make a motion.  
12

13 **CHAIR DE JONG** – Go ahead Mike.  
14

15 **COMMISSIONER GELLER** – I'd like to make a motion that we **RECOGNIZE** that  
16 the Application No. PA10-0021 qualifies as an exemption in accordance with  
17 CEQA Guidelines, Section 15061 as defined by Section 15378; and further we  
18 **APPROVE** Planning Commission Resolution No. 2010-20 thereby  
19 **RECOMMENDING** that the City Council **APPROVE** PA10-0021 General Plan  
20 Amendment to revise the City Bikeway Plan.  
21

22 **CHAIR DE JONG** – Thank you. Is there a second?  
23

24 **COMMISSIONER SALAS** – I'll second  
25

26 **CHAIR DE JONG** – Thank you. Is there any discussion? All those in favor?  
27

28 Opposed – 0  
29

30 **Motion carries 4 – 0, with two absent (Commissioner Dozier, Commissioner**  
31 **Marzoeki)**  
32

33 **CHAIR DE JONG** – Staff wrap up please.  
34

35 **PLANNING OFFICIAL TEREILL** – Yes this recommendation will be forwarded to  
36 the City Council for final review and action.  
37

38 **CHAIR DE JONG** – Thank you.  
39  
40  
41  
42  
43  
44  
45  
46

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TEL: 951.413.3702  
FAX: 951.243.1405  
WWW.MORENO-VALLEY.CA.US



15670 PERRIS BOULEVARD  
P. O. BOX 88005  
MORENO VALLEY, CA 92552-0805

October 5, 2010

Rick De Jong, Chairperson  
Planning Commission  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92553

Re: General Plan Amendment to Revise the City Bikeway Plan

Dear Chairperson De Jong:

At the Recreational Trails Board meeting of September 22, 2010, the Board approved staff's recommendation for the General Plan Amendment to Revise the City Bikeway Plan.

The motion was as follows:

Motion by Board Member Breitkreuz, seconded by Board Member Jackson, to approve staff's recommendation that the City's General Plan be amended such that the Bikeway Plan shows the following classifications along Nason Street: Class II bikeway between Ironwood Avenue and the westbound SR-60 ramp/Elder Avenue Intersection; Class III bikeway between the westbound SR-60 ramp/Elder Avenue intersection and Fir Avenue; and Class II bikeway between Fir Avenue and Eucalyptus Avenue. The Recreational Trails Board recommends that City Staff work with Caltrans such that a Class II Bicycle facility be provided along Nason Street between the westbound SR-60 ramp/Elder Avenue and Fir Avenue such that a continuous Class II facility is provided between Ironwood Avenue and Eucalyptus Avenue. Call for the vote: 4 Ayes, 0 Noes, 2 Absent.

If you have any questions, please contact Steve Kupsak in the Parks Maintenance Division on 951-413-3711.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Nelson".

Kim Nelson, Chairperson  
Recreational Trails Board

PARKS MAINTENANCE DIVISION

Attach -629-6

Item No. E.3

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>WAS</i>

---

## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk, CMC

**AGENDA DATE:** January 11, 2011

**TITLE:** APPOINTMENT TO THE LIBRARY COMMISSION

---

### **RECOMMENDED ACTION**

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

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.

### **BACKGROUND**

Applications were accepted by the City Clerk's Office to fill a vacancy for the Library Commission. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The Library Commission has one vacant position with a term expiring June 30, 2013. One application was submitted by Peggy A. Hadaway.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. Peggy A. Hadaway was not able to comply with this requirement, as the September, October and November Library Commission meetings were canceled.

**ALTERNATIVES**

The Library Commission considers matters pertaining to the administration, operation, development, improvement and maintenance of library services within the City. Choosing not to fill a vacancy on the above-mentioned commission would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointment.

**NOTIFICATION**

1. Publication of the agenda
2. Report and agenda mailed to applicant

Prepared By:  
Ewa Lopez  
Deputy City Clerk, CMC

Department Head Approval:  
Jane Halstead  
City Clerk, CMC

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

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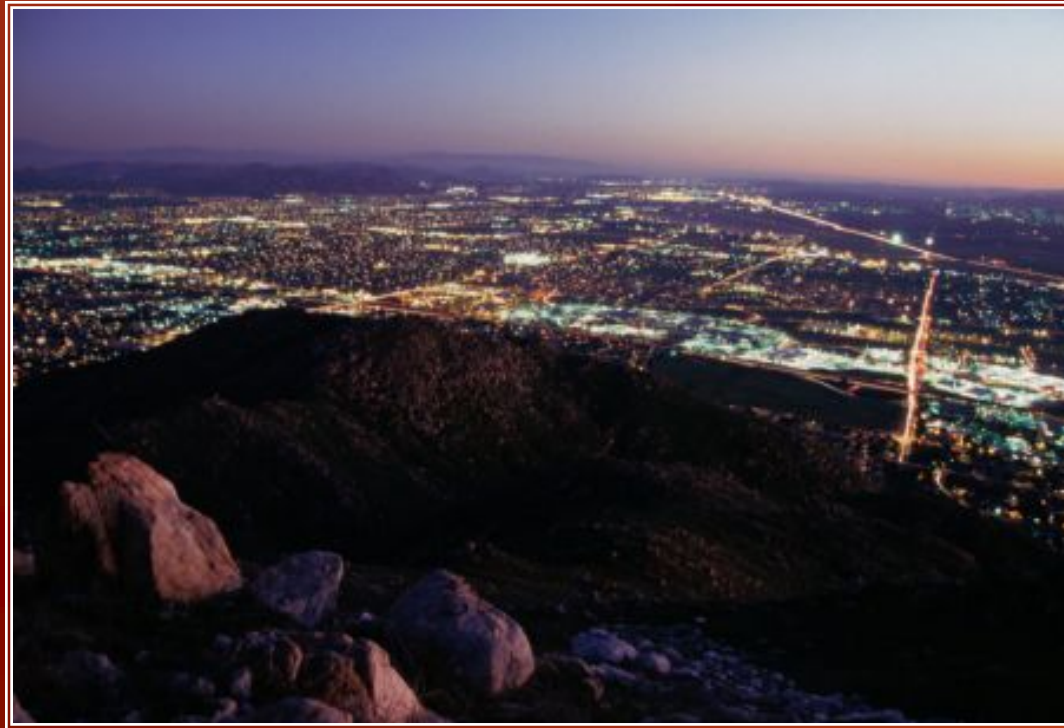
# Economic Development Update





# Moreno Valley

*Slower growth, but still among the fastest growing cities in America*





# Overcome Challenges From the “Great Recession”

- Housing Downturn
  - ✓ Market correction – prices stabilizing
  - ✓ Still confidence in Moreno Valley market
- Foreclosure Problems
  - ✓ Foreclosure Counseling Workshops
  - ✓ Neighborhood Stabilization Program (NSP)
- High Unemployment
  - ✓ Employment Resource Center (ERC)
  - ✓ Emphasize job creation

# Quality Housing, Restaurants, Jobs and Shopping





# Quality Housing



# NEW to TownGate



*COMING SOON!*



# Stoneridge Towne Centre



*JUST OPENED!*

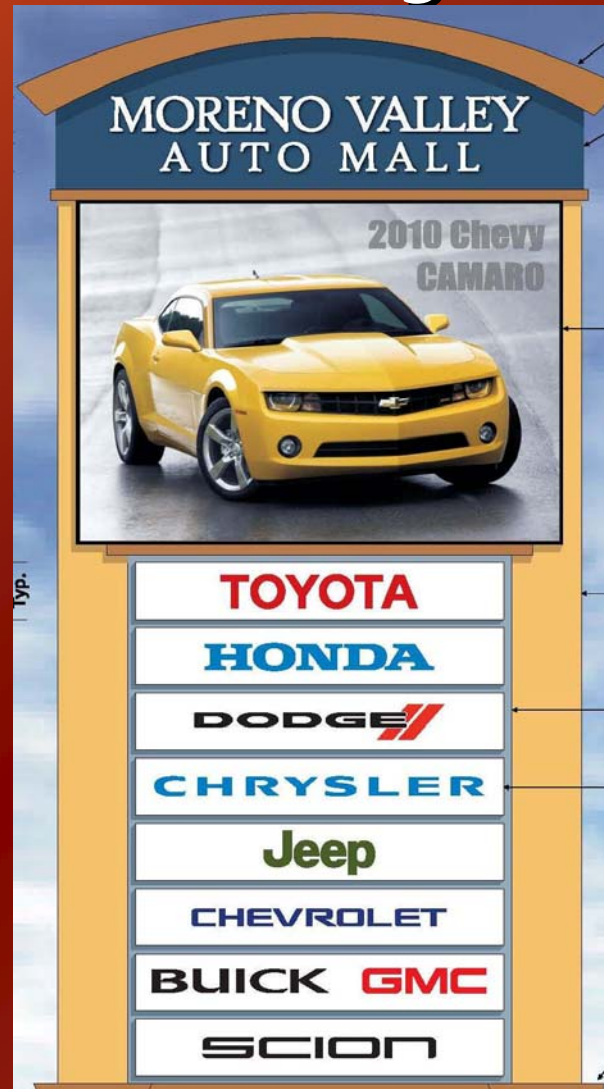


# Moreno Beach Plaza



- 40-acre center anchored by Walmart

# Moreno Valley Auto Mall



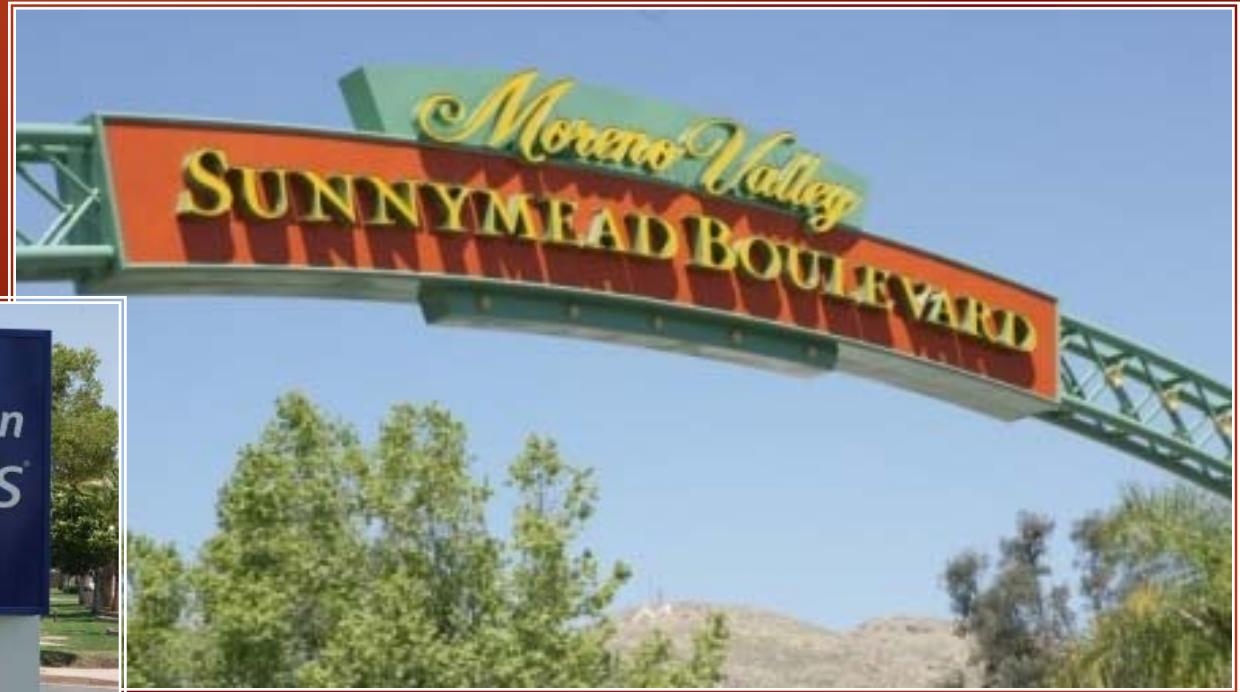
Moss Bros. Autogroup acquired Chevrolet, Buick & GMC  
and completed dealership upgrades



# Employment Opportunities

- Created over 3,600 jobs past two years
    - Ross Stores
    - Philips Electronics
    - United Natural Foods
    - O'Reilly Distribution
    - Frazee Paint
    - iHerb
  - Estimated 2,000 more jobs coming – including Skechers USA & Harbor Freight Tools
  - On average new businesses employ 75% from Moreno Valley residents
- 

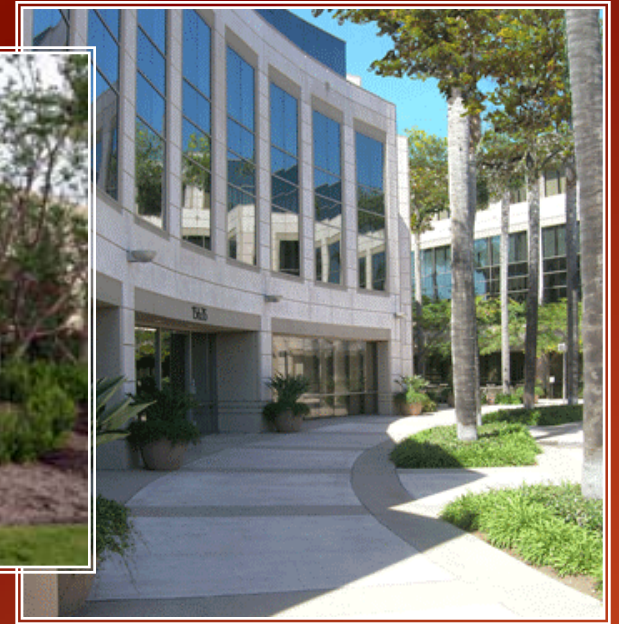
# Sunnymead Boulevard



- \$2 million EMWD Upgrade completed
- \$12 million Street Improvement Project
- Upgrade of Moreno Valley Plaza and Holiday Inn Express
  - *JUST OPENED!* La Quinta Inn

# March JPA

- Creating Jobs



- Meridian, a 1,200-acre master planned business park
  - March LifeCare, a 145-acre healthcare campus
- March JPA has already created 1,988 jobs and 9,000 more coming





# Moreno Valley Report Card

- Opened ERC in August 2009
  - ✓ On average 200 people use ERC daily
  - ✓ Expansion opened September 2010
- Job Creation
  - ✓ 3,600 new jobs created past two years
  - ✓ New businesses include BAS Recycling, Frazee Paint, Harmon Kardon, iHerb, O'Reilly Automotive, Philips Electronics, ResMed, Ross, UNFI, U.S. Postal Service.
  - ✓ 2,000 more jobs coming including Skechers USA and Harbor Freight Tools.
- Residential Market Stabilizing
  - ✓ 16 Foreclosure Prevention Workshops
  - ✓ City's \$11.4 million NSP ongoing – NEW \$3.4 million award for NSP3
  - ✓ Home values improving – Up 16.5% from 18 months ago
- Attraction of retailers, restaurants and hotels
  - ✓ New business include Ayres Hotel, Burlington Coat Factory, Bob's Big Boy, Fish Shack, Hampton Inn, La Quinta Inn, San Sai, Sports Authority & 99 Cents Only.
  - ✓ Coming businesses include Buffalo Wild Wings, Panera Bread and more.

# Get ConnectED

## Moreno Valley Business Support Services

Goal is business retention and business expansion

- Business Visitation Program
  - Business Roundtable
    - Small Business Development Center
- Chamber of Commerce Outreach
  - Opening of new ERC



# Invest In Your Community



*What's spent in MoVal, stays in MoVal!*

For More Information:  
Economic Development Department

[www.moval.org](http://www.moval.org)  
[edteam@moval.org](mailto:edteam@moval.org)





APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>gmb</i>
CITY MANAGER	<i>lwb</i>

## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Kyle A. Kollar, Interim Community Development Director

**AGENDA DATE:** January 11, 2011

**TITLE:** Rancho Belago Community Sign Program Amendment (P10-0457)

---

### **RECOMMENDED ACTION**

Staff recommends 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.

### **BACKGROUND**

On May 25, 2010, the City Council approved the Rancho Belago Community Sign Program (P07-0717). That approval included referral to the City Attorney for the review of revisions to be provided by the applicant and intended to address potential trademark issues raised by the City of Beverly Hills.

### **DISCUSSION**

The applicant submitted a revised design for the proposed signs to further distinguish them from those used by the City of Beverly Hills (see Attachment 2). The revisions include an arched top to the sign, reduced width to the decorative grillwork at the top of the sign, elimination of the grillwork at the bottom of the sign, modification to the decorative border of the sign, and addition of the city logo tree and bird near the bottom of the sign. No changes have been made to the colors or lettering for the signs.

The City Attorney transmitted the revised design to the City of Beverly Hills and the City's trademark attorney. Based on subsequent discussions, the City Attorney has been working with his counterpart in Beverly Hills on a trademark coexistence

agreement. Final resolution of that agreement was pending as of the date of preparation of this report.

**ATTACHMENTS/EXHIBITS**

- 1) Proposed Resolution
- 2) Rancho Belago Sign Program – revised sign design

Prepared By:

Kyle A. Kollar  
Interim Director of Community Development

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

RESOLUTION NO. 2010-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING AN AMENDMENT TO THE RANCHO BELAGO SIGN PROGRAM (P10-0457)

WHEREAS, the City Council adopted a resolution in February, 2007, to designate the neighborhood/community name of Rancho Belago to a portion of eastern Moreno Valley; and

WHEREAS, the City Council adopted a resolution on May 25, 2010, to approve the Rancho Belago Community Sign Program (P07-0717), which includes a variety of sign types at various locations, intended to promote a sense of "unique character" for the Rancho Belago community; and

WHEREAS, the Rancho Belago Economic Council has submitted an amendment to the approved sign program (P10-0457) to address concerns regarding potential trademark infringement with another community's signs;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the Rancho Belago Sign Program Amendment (P10-0457) is approved and adopted.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_

Mayor

ATTEST:

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

APPROVED AS TO FORM:

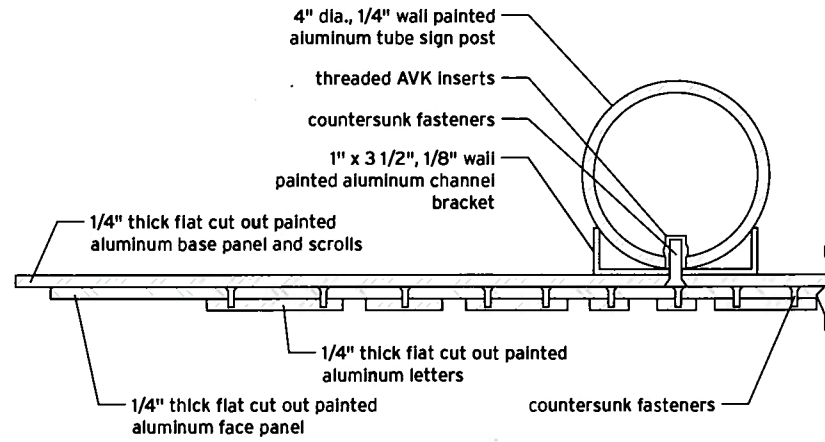
\_\_\_\_\_  
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

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





### Freestanding Community Identification Sign

Layered flat cut out sign panel secured to project themed post. Base panel to be 1/4" thick flat cut out painted aluminum secured to bracket. Face panel to be 1/4" thick painted aluminum with masked and painted edge/border, applied die cut vinyl graphics and protective satin finish clearcoat. "RANCHO BELAGO" copy to be 1/4" thick flat cut out painted aluminum letters mechanically secured to face panel. Post to be 4" round painted aluminum with cast aluminum decorative finial and base cladding.

### A Section

Scale: 3" = 1'-0"



### 1 Location Elevation

Scale: 3/8" = 1'-0"

### 2 Details

Scale: 1" = 1'-0"

Attachment 2

-653-

Item No. G.3



*TheDesignFactor*

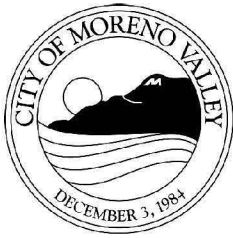
**Contact**  
 26432 Las Alturas Avenue, Laguna Hills, CA 92653  
 Ph. (949) 360-5750 Fx. (949) 643-2863  
 thedesignfactor@cox.net www.thedesignfactor.biz

**Project**  
 Rancho Belago  
 Community Signage

**Sheet Title**  
 Sign Type 1;  
 Freestanding Community  
 Identification Sign

**Sheet Number**  
 RB - 1.0  
**Date**  
 07-25-10

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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk, CMC

**AGENDA DATE:** January 11, 2011

**TITLE:** 2011 Council Committee Participation Appointments

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### RECOMMENDED ACTION

Staff recommends that the City Council approve appointments to the various committees and regional bodies as recommended in the 2011 Council Committee Participation list submitted by Mayor Richard A. Stewart:

1. Appoint Mayor Richard A. Stewart to serve as the City of Moreno Valley's representative on the March Joint Powers Commission (MJPC); and
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; and
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; and
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); and
6. Appoint Council Member Marcelo Co to serve as the City of Moreno Valley's representative on the Riverside County Transportation Commission (RCTC); and
7. Appoint Mayor Richard A. Stewart to serve as the City of Moreno Valley's alternate representative on the Riverside County Transportation Commission (RCTC); and

8. Appoint Mayor Pro Tem Jesse L. Molina to serve as the City of Moreno Valley's representative on the Riverside Transit Agency (RTA); and
9. Appoint Council Member Marcelo Co to serve as the City of Moreno Valley's alternate representative on the Riverside Transit Agency (RTA); and
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); and
11. Appoint Mayor Richard A. Stewart to serve as the City of Moreno Valley's alternate representative on the Western Riverside Council of Governments (WRCOG); and
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); and
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);
14. Approve the appointments to the remaining various committees and regional bodies, as noted on the 2011 Council Committee Participation list.

**BACKGROUND**

Mayor Stewart compiled the 2011 Council Committee Participation list following a review of the council members' committee participation over the past several years, council members' preference, and availability of the council members. It was also determined it would be appropriate for the City Council to make a separate motion for each agency that pays a stipend.

**NOTIFICATION**

Publication of the Agenda

**ATTACHMENTS**

1. 2011 Council Committee Participation List

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:
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Denied:	Continued until:
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\\Zurich\shared\InterDept\Council-Clerk\City Clerk Files\Council Office\Committee Reorganization\2011\2011 Council Committee Participation Staff Report.doc

**CITY COUNCIL  
2011 COUNCIL COMMITTEE PARTICIPATION  
Mayor's Recommendations**

**CITY COUNCIL ADVISORY COMMISSION/ BOARDS:**

	<i>Primary</i>	<i>Alternate</i>
Arts Commission	HASTINGS	MOLINA
Environmental and Historical Preservation Board	BATEY	MOLINA
Recreational Trails Board	MOLINA	STEWART
Library Commission	STEWART	MOLINA
Parks & Recreation Commission	MOLINA	CO
Senior Citizens' Board	MOLINA	CO
Traffic Safety Commission	STEWART	MOLINA

**CITY COUNCIL SUBCOMMITTEES:**

Economic Development Subcommittee	CO/MOLINA	BATEY
Finance Subcommittee	CO/MOLINA	STEWART
Public Safety Subcommittee	BATEY/CO	STEWART

**INTER-AGENCY:**

March Joint Powers Commission (JPC)	#STEWART/	#CO/BATEY
School Districts/City Joint Task Force	STEWART	MOLINA
*Riverside County Habitat Conservation Agency (RCHCA)	BATEY	MOLINA
*Riverside County Transportation Commission (RCTC)	CO	STEWART
*Riverside Transit Agency (RTA)	MOLINA	CO
*Western Riverside Council of Governments (WRCOG)	HASTINGS	STEWART
*Western Riverside County Regional Conservation Authority (RCA)	BATEY	MOLINA

\* Mayor participation or designee

#Appointments to the JPC to be discussed and determined at the City Council meeting

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# CITY MANAGER'S REPORT

**(Informational Oral Presentation only –  
not for Council action)**

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