



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

September 13, 2011

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

City Council Closed Session

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

City Council Study Sessions

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

City Council Meetings

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

City Hall Council Chamber - 14177 Frederick Street

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

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

Richard A. Stewart, Mayor

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

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
September 13, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing the 10th Anniversary of 9-11
2. Constitution Week - September 17 - 23, 2011
3. Recognition of Moreno Valley Diamond Girls Softball Association

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

**REGULAR MEETING - 6:30 PM
SEPTEMBER 13, 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 - Bishop Randy Triplett - Victory Temple of Deliverance Ministries

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

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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 AUGUST 23, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

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

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of August 17 - September 6, 2011.

A.4 NOTICE OF COMPLETION AND ACCEPTANCE OF SHADOW MOUNTAIN PARK BALLFIELD LIGHTING AND RESTROOM PROJECT, PROJECT NOS. 10-46166527 AND 10-46166430 (ALSO LISTED AS ITEM B.3) (Report of: Parks and Community Services Department)

Recommendation:

1. Accept the work as complete for the Shadow Mountain Park Ballfield Lighting and Restroom Project constructed by Fleming Environmental, Inc., 1372 E. Valencia Drive, Fullerton, CA 92831;
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendars days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code; and
3. Authorize the Financial and Administrative Services Director to release the retention to Fleming Environmental, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

A.5 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT RIDGECREST PARK, GATEWAY PARK, AND SUNNYMEAD PARK (Report: Parks and Community Services Department)

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Recommendation:

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at Ridgecrest Park, Gateway Park and Sunnymead Park; waive Faithful Performance and Material and Labor bonds; and
2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed \$242,994.95 as appropriated in FY11/12, in account code 461.65329.7500.

A.6 OFFER OF DEDICATION FOR RIGHT OF WAY FOR APN 475-272-054 - IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD - PROJECT NO. 06-50182625-2 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute the Offer of Dedication for right of way for APN 475-272-054; and
2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

A.7 MORRISON PARK FIRE STATION - OFFER OF DEDICATION - PROJECT NO. 11-43472527 LOCATED ON MORRISON STREET NORTH OF COTTONWOOD AVENUE (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute the Offer of Dedication on Morrison Street north of Cottonwood Avenue; and
2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

A.8 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE LASSELLE/MARGARET TRAFFIC SIGNAL - PROJECT NO. 10-12566630 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the Traffic Signal Improvements on Lasselle Street at Margaret Avenue Intersection to J.F.L. Electric, Inc., 8257 Compton Avenue, Los Angeles, CA 90081, the lowest

responsible bidder;

2. Authorize the City Manager to execute a contract with J.F.L. Electric, Inc.;
3. Authorize the issuance of a Purchase Order to J.F.L. Electric, Inc. for a total amount of \$211,660.00 (\$176,382.63 base bid amount plus 20% contingency) when the contract has been signed by all parties; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with J.F.L. Electric, Inc., up to but not to exceed the Purchase Order's total contingency of \$35,277.37, subject to the approval of the City Attorney.

A.9 ADOPT A RESOLUTION APPROVING A ONE-TIME BUSINESS LICENSE TAX AMNESTY PROGRAM (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve Resolution No. 2011-94 creating a one-time Business License Amnesty Program waiving the penalties and interest due on delinquent Business License Taxes and Fees; and

Resolution No. 2011-94

A Resolution of the City Council of the City of Moreno Valley, California, Approving a One-time Business License Tax Amnesty Program

2. Direct staff to continue to collect the Business License Tax and Fees for the three most recent delinquent years as provided in the existing ordinance.

A.10 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE MORRISON PARK FIRE STATION (FIRE STATION 107) -- PROJECT NO. 11-43472527 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for \$3,628,688 to Silver Creek Industries, 195 E. Morgan Street, Perris, CA 92571, the lowest responsible bidder, for construction of the Morrison Park Fire Station;
2. Authorize the City Manager to execute the Agreement with Silver Creek Industries;

3. Authorize the issuance of a Purchase Order to Silver Creek Industries for \$4,354,426 (\$3,628,688 bid plus 20% contingency) for construction of the Morrison Park Fire Station from Account No. 897.91729; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Silver Creek Industries up to, but not exceeding, the contingency amount of \$725,738, subject to the approval of the City Attorney.

A.11 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR DAY STREET DRAINAGE IMPROVEMENTS FROM 690 FEET SOUTH OF COTTONWOOD AVENUE TO COTTONWOOD AVENUE (PHASE II) - PROJECT NO. 02-89266920 (ALSO LISTED AS ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for Day Street Drainage Improvements from 690 feet south of Cottonwood Avenue to Cottonwood Avenue to STI Inc. Trucking and Materials, 18791 Van Buren Boulevard, Suite E, Riverside, CA 92508, the lowest responsible bidder;
2. Authorize the City Manager/Executive Director to execute the contract with STI Inc. Trucking and Materials;
3. Authorize the issuance of Purchase Orders to STI Inc. Trucking and Materials in the amount of \$402,579.96 (\$335,483.30 for the bid amount plus 20% contingency) for Day Street Drainage Improvements from 690 Feet South of Cottonwood Avenue to Cottonwood Avenue;
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with STI Inc. Trucking and Materials up to, but not exceeding, the contingency amount of \$67,096.66, subject to the approval of the City Attorney;
5. Authorize a full road closure of Day Street from Bay Avenue to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements for a maximum period of 25 consecutive working days, per the specifications; and
6. Authorize the Public Works Director/City Engineer to allow for an additional 15 consecutive working days extension to the proposed full road closure window if the project is delayed due to unforeseen construction issues.

- A.12 CALIFORNIA OFFICE OF TRAFFIC SAFETY "SOBRIETY CHECKPOINT MINI-GRANT PROGRAM FOR LOCAL LAW ENFORCEMENT AGENCIES" GRANT (Report of: Police Department)

Recommendation:

Approve the grant application and authorize acceptance (if granted) of the California Office of Traffic Safety (OTS) "Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies" in the amount of \$72,340.27 for the period beginning November 1, 2011, and ending September 4, 2012.

- A.13 APPROVE TEMPORARY LAND USE LICENSE AGREEMENT BETWEEN MORENO VALLEY COLLEGE AND THE CITY OF MORENO VALLEY FOR THE USE OF CITY PROPERTY FOR A CONSTRUCTION STAGING AREA LOCATED AT THE NORTHEAST CORNER OF LASSELLE STREET AND COLLEGE DRIVE (Report of: Community and Economic Development Department)

Recommendation:

1. Approve the Temporary Land Use License Agreement between Moreno Valley College and the City of Moreno Valley for the use of existing City-owned property at the northeast corner of Lasselle Street and College Drive;
2. Authorize the Mayor to execute the Agreement; and
3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

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 AUGUST 23, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

- B.3 NOTICE OF COMPLETION AND ACCEPTANCE OF SHADOW MOUNTAIN PARK BALLFIELD LIGHTING AND RESTROOM PROJECT, PROJECT NOS. 10-46166527 AND 10-46166430 (AGENDA ITEM ALSO LISTED AS A.4) (Report of: Parks and Community Services Department)

Recommendation:

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1. Accept the work as complete for the Shadow Mountain Park Ballfield Lighting and Restroom Project constructed by Fleming Environmental, Inc., 1372 E. Valencia Drive, Fullerton, CA 92831;
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendars days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code; and
3. Authorize the Financial and Administrative Services Director to release the retention to Fleming Environmental, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

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 AUGUST 23, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C.3 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR DAY STREET DRAINAGE IMPROVEMENTS FROM 690 FEET SOUTH OF COTTONWOOD AVENUE TO COTTONWOOD AVENUE (PHASE II) - PROJECT NO. 02-89266920 (ALSO LISTED AS ITEM A.12) (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for Day Street Drainage Improvements from 690 feet south of Cottonwood Avenue to Cottonwood Avenue to STI Inc. Trucking and Materials, 18791 Van Buren Boulevard, Suite E, Riverside, CA 92508, the lowest responsible bidder;
2. Authorize the City Manager/Executive Director to execute the contract with STI Inc. Trucking and Materials;
3. Authorize the issuance of Purchase Orders to STI Inc. Trucking and Materials in the amount of \$402,579.96 (\$335,483.30 for the bid amount plus 20% contingency) for Day Street Drainage Improvements from 690 Feet South of Cottonwood Avenue to Cottonwood Avenue;

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4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with STI Inc. Trucking and Materials up to, but not exceeding, the contingency amount of \$67,096.66, subject to the approval of the City Attorney;
5. Authorize a full road closure of Day Street from Bay Avenue to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements for a maximum period of 25 consecutive working days, per the specifications; and
6. Authorize the Public Works Director/City Engineer to allow for an additional 15 consecutive working days extension to the proposed full road closure window if the project is delayed due to unforeseen construction issues.

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 AUGUST 23, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

E. PUBLIC HEARINGS

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

E.1 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR OASIS COMMUNITY CHURCH—APNS 296-300-005 and 296-300-007 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES (Report of: Public Works Department)

Recommendation: That the City Council:

After conducting the Public Hearing and accepting public testimony:

- a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Oasis Community Church—Assessor Parcel Numbers (APNs) 296-300-005 and 296-300-007 and Buddhadhammo Temple—APN 488-210-014;

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b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 296-300-005, 296-300-007, and 488-210-014.

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR OASIS COMMUNITY CHURCH—APNS 296-300-005 and 296-300-007 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:

1. Acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballots for Oasis Community Church—APNs 296-300-005 and 296-300-007 and Buddhaddhammo Temple—APN 488-210-014;

2. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

4. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charges to APNs 296-300-005, 296-300-007, and 488-210-014.

E.3 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING A MAIL BALLOT PROCEEDING FOR TRACT 31129 FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)

Recommendation: That the City Council:

1. Acting in its capacity as the President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone D annual

charge for Tract 31129;

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 31129.

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

G. REPORTS

- G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
- a. Mayor Pro Tem Jesse L. Molina Report on Riverside Transit Agency (RTA)

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

Recommendation: That the City Council:

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

- G.3 APPROVAL OF A RESOLUTION SUPPORTING THE DISPLAY OF THE NATIONAL MOTTO "IN GOD WE TRUST" IN THE COUNCIL CHAMBER (Report of: City Manager's Office)

Recommendation: That the City Council:

1. Approve Resolution No. 2011-95 supporting the display of the national motto "In God We Trust" in the Council Chamber, and

Resolution No. 2011-95

A Resolution of the City Council of the City of Moreno Valley, California, Supporting the Display of the National Motto "In God We Trust" in the Council Chamber

2. Direct staff to display the motto "In God We Trust" in the Council

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Chamber.

- G.4 ADOPT RESOLUTION 2011-96, AUTHORIZING THE STREET NAME CHANGE OF CACTUS AVENUE TO MARCH MEMORIAL DRIVE FROM THE CITY'S WESTERN CITY LIMIT TO HEACOCK STREET (Report of: City Manager's Office)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-96, thereby changing the street name of Cactus Avenue to March Memorial Drive from the City's western city limit to Heacock Street;

Resolution 2011-96

A Resolution of the City Council of the City of Moreno Valley, California, Changing the Name of Cactus Avenue to March Memorial Drive from the City's Western City Limit to Heacock Street

2. Direct the City Clerk to certify Resolution No. 2011-96 and transmit a copy of the resolution to the Riverside County Assessor's office, 911 Management at the Riverside County Sheriff's Department, as well as the Police Chief, Fire Chief, City Building Official, and the United States Postmaster at Moreno Valley, California;
3. Establish trust fund account number 00359.359.2239.15 for all expenditures and deposits related to the renaming of Cactus Avenue; and
4. Accept a donation from Donald E. Ecker in the amount of \$43,569.90 to cover the expenditures associated with renaming Cactus Avenue to March Memorial Drive from the City's western city limit to Heacock Street.

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

H. LEGISLATIVE ACTIONS

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

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2 .1 ORDINANCE NO. 829 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION PA08-0098 TO CHANGE THE ZONE FROM BUSINESS PARK TO LIGHT INDUSTRIAL FOR A 55

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ACRE SITE (ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026) (RECEIVED FIRST READING AND INTRODUCTION ON SEPTEMBER 6, 2011, BY A 3-2 VOTE, CO AND MOLINA OPPOSED) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 829

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application PA08-0098 to Change the Zone from Business Park to Light Industrial for a 55 Acre Site (Assessor's Parcel Numbers 488-330-003 Through -006 and -026)

- H.2 .2 ORDINANCE NO. 830 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION PA10-0017 AMENDING THE MUNICIPAL CODE TO MAKE CHANGES TO CHAPTER 9.05 INDUSTRIAL DISTRICTS (RECEIVED FIRST READING AND INTRODUCTION ON SEPTEMBER 6, 2011, BY A 3-2 VOTE, CO AND MOLINA OPPOSED) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 830

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Application PA10-0017 Amending the Municipal Code to Make Changes to Chapter 9.05 Industrial Districts

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

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September 13, 2011

AGENCY

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

CLOSED SESSION

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 5

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

Number of Cases: 5

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

ADJOURNMENT

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
August 23, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter - Investigator Duke Viveros
2. Employee of the Quarter - Patty Posey
3. Recognition of 2011 Summer Reading Program Super Readers, by Moreno Valley Friends of the Library

**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
August 23, 2011**

CALL TO ORDER

The 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 6:40 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Council Member Co.

INVOCATION - Pastor O. J. Philpot - Christ Community Church

ROLL CALL

Council:

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

Staff:

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

MINUTES
August 23, 2011

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 Richard A. Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Scott Heveran (A.15), and Deanna Reeder (A10, A17, & A15).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JULY 12, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

A.3 MINUTES - SPECIAL MEETING OF JULY 26, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

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

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of July 6 - August 16, 2011.

A.5 AMENDMENT TO THE RULE 20A UTILITY-FUNDED OVERHEAD UTILITY EQUIPMENT CONVERSION POLICY AND REPRIORITIZATION OF THE RULE 20A PRIORITY LIST (Report of: Public Works Department)

Recommendation:

1. Approve and adopt the amended General Management Policy # 2.33 Rule 20A Utility-Funded Overhead Utility Equipment Conversion Policy; and

2. Approve the reprioritized Rule 20A priority list.

MINUTES
August 23, 2011

A.6 NOTICE OF COMPLETION AND ACCEPTANCE OF IMPROVEMENTS FOR PROJECT NO'S. MVU-0003, 0006, 0008, 0010, 0011, 0012, 0014: THE INSTALLATION OF ELECTRICAL CONDUITS, MANHOLES, VAULTS AND SWITCHES AND/OR THE INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE ON THE FOLLOWING STREETS: COTTONWOOD AVENUE–MORENO BEACH DRIVE/QUINCY STREET; JOHN F. KENNEDY DRIVE–PERRIS BOULEVARD/LASSELLE STREET; LASSELLE STREET–JOHN F. KENNEDY DRIVE/CACTUS AVENUE; CACTUS AVENUE-LASSELLE STREET/NASON STREET; NASON STREET–CACTUS AVENUE/ALESSANDRO BOULEVARD; AND ALESSANDRO BOULEVARD–MORRISON STREET/MORENO BEACH DRIVE. (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for: Project No's. MVU-0003, 0006, 0008, 0010, 0011, 0012, 0014, the installation of electrical conduits, manholes, vaults and switches and/or the installation and energizing of 1000 KCMIL, 12kv cable on the following streets: Cottonwood Avenue–Moreno Beach Drive to Quincy Street; John F. Kennedy Drive–Perris Boulevard to Lasselle Street; Lasselle Street–John F. Kennedy Drive to Cactus Avenue; Cactus Avenue–Lasselle Street to Nason Street; Nason Street–Cactus Avenue to Alessandro Boulevard; and Alessandro Boulevard–Morrison Street to Moreno Beach Drive. All construction has been completed by H & H General Contractors, Inc., P. O. Box 536, Highland, CA 92346-0536;
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 H & H General Contractors, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and
4. Accept the improvements into the City's maintained electric utility system.

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

Recommendation:

Adopt Resolution No. 2011-85, approving the Check Register for the month of May, 2011 in the amount of \$10,409,143.31.

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Resolution No. 2011-85

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

- A.8 APPROVAL OF CHECK REGISTER FOR JUNE, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-86, approving the Check Register for the month of June, 2011 in the amount of \$16,100,598.73.

Resolution No. 2011-86

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

- A.9 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED JUNE 30, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

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

- A.10 ACCEPTANCE OF GRANT AWARD FROM THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) OF CONSULTANT SERVICES FOR THE COMPASS BLUEPRINT STRATEGY STUDY ENTITLED "ALESSANDRO BOULEVARD CORRIDOR IMPLEMENTATION PROJECT - CITY OF MORENO VALLEY" AND ADOPTION OF THE RESOLUTION FOR PARTICIPATION WITH SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) AS A COMPASS BLUEPRINT DEMONSTRATION COMMUNITY (Report of: Community & Economic Development Department)

Recommendation:

1. Authorize the acceptance of the Compass Blueprint Demonstration Project Grant Award from the Southern California Association of Governments (SCAG) of consultant services for the Compass Blueprint Strategy study entitled "Alessandro Boulevard Corridor Implementation Project - City of Moreno Valley"; and
2. Adopt Resolution No. 2011-87 to certify the approval of the City of Moreno Valley's support of and participation with the Southern California Association of Governments (SCAG) as a Compass Blueprint Demonstration Community.

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Resolution No. 2011-87

A Resolution of the City Council of the City of Moreno Valley, California, in Support of and Participation with the Southern California Association of Governments as a Compass Blueprint Strategy Demonstration Community.

- A.11 ADOPT A RESOLUTION FOR THE NOTICE OF INTENT TO VACATE MOTOR WAY BETWEEN AUTO MALL DRIVE AND EUCALYPTUS AVENUE - PROJECT NO. 08-89791725 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-88 for the notice of intent to vacate the right-of-way of Motor Way, between Auto Mall Drive and Eucalyptus Avenue, accepting and reserving any easement for existing public utilities and public access in conformance with California Streets and Highway Code - Chapter 3: Sections 8320 and 8321;

Resolution No. 2011-88

A Resolution of the City Council of the City of Moreno Valley, California, Declaring its Intent to Vacate Motor Way Between Auto Mall Drive and Eucalyptus Avenue

2. Set the date of the public hearing for vacation proceedings as September 27, 2011, in the City Council Chambers starting at 6:30 p.m. in conformance with California Streets and Highway Code - Chapter 3: Sections 8322 and 8323;
3. Direct the City Engineer to post Motor Way giving notice of the date time of the public hearing in conformance with California Streets and Highway Code - Chapter 3: Section 8323; and
4. Direct the City Clerk to publish and advertise the hearing notice and to certify to said resolution and transmit a copy of the resolution to the office of the County Recorder for recordation as required by California Streets and Highway Code - Chapter 3: Section 8322 and 8325.

- A.12 ADOPT RESOLUTION NO. 2011-89, APPOINTING MAYOR RICHARD A. STEWART AS THE CITY'S VOTING DELEGATE AND MAYOR PRO TEM JESSE L. MOLINA AS THE CITY'S ALTERNATE DELEGATE TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE BUSINESS MEETING –SEPTEMBER 23, 2011 (Report of: City Clerk's Department)

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Recommendation:

Adopt Resolution No. 2011-89 appointing Mayor Richard A. Stewart as the City's Voting Delegate and Mayor Pro Tem Jesse L. Molina as alternate delegate to the League of California Cities 2011 Annual Conference Business Meeting.

Resolution No. 2011-89

A Resolution of the City Council of the City of Moreno Valley, California, Designating a Voting Delegate to the League of California Cities 2011 Annual Conference

- A.13 PERMIT PARKING FOR THE RESIDENTS OF PATTILYN DRIVE, CHALLIS COURT, AND ROLANDA DRIVE (Report of: Public Works Department)

Recommendation:

Approve and adopt proposed Resolution No. 2011-90 and direct staff to implement permit parking on Pattilyn Drive, Challis Court and Rolanda Drive.

Resolution No. 2011-90

A Resolution of the City Council of the City of Moreno Valley, California, Approving and Authorizing Installation of Permit Parking on Pattilyn Drive, Challis Court and Rolanda Drive.

- A.14 PA06-0152 (PM 35150) – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D07-007 FOR PARCEL MAP NO. 35150 IMPROVEMENTS; BETWEEN SAN MICHELE ROAD AND NANDINA AVENUE, AND INDIAN STREET AND HEACOCK STREET DEVELOPER: IDS REAL ESTATE GROUP, LOS ANGELES, CA 90071 (Report of: Community & Economic Development Department)

Recommendation:

1. Accept the Development Impact Fee Improvement Credit Agreement #D07-007 (DIF Agreement) for Parcel Map No. 35150 improvements;
2. Authorize the Mayor to execute the DIF Agreement in the form; and
3. Authorize the Financial and Administrative Services Director to release a developer cash deposit paid pursuant to an Agreement for Deposit of Cash Security to Defer Payment of Development Impact Fee (DIF) and Transportation Uniform Mitigation Fee (TUMF) Obligations for Parcel Map No. 35150.

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- A.15 ORDINANCE NO. 832, AN ORDINANCE OF THE CITY OF MORENO VALLEY ELECTING TO COMPLY WITH AND PARTICIPATE IN THE ALTERNATIVE VOLUNTARY REDEVELOPMENT PROGRAM CONTAINED IN PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE (RECEIVED FIRST READING AND INTRODUCTION ON JULY 26, 2011, BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendation:

Adopt Ordinance No. 832, an Ordinance of the City of Moreno Valley electing to comply with and participate in the Alternative Voluntary Redevelopment Program contained in Part 1.9 of Division 24 of the California Health and Safety Code.

Ordinance No. 832

An Ordinance of the City of Moreno Valley Electing to Comply With and Participate in the Alternative Voluntary Redevelopment Program Contained in Part 1.9 of Division 24 of the California Health and Safety Code

- A.16 AWARD THE PURCHASE OF LIGHT EMITTING DIODE (LED) LIGHT ENGINES TO ARCHIPELAGO LIGHTING FOR RETROFITTING EXISTING INTERNALLY ILLUMINATED STREET NAME SIGNS (IISNS) AT SIGNALIZED INTERSECTIONS - PROJECT NO. LED-229-80510 (Report of: Public Works Department)

Recommendation:

1. Award the contract for the purchase of Light Emitting Diode (LED) light engines for Project No. LED-229-80510 to Archipelago Lighting, 4615 State Street, Montclair, CA. 91763; and
2. Authorize the Purchasing & Facilities Division Manager to execute a Purchase Order to the Archipelago Lighting, 4615 State Street, Montclair, Ca. 91763, in the amount of \$156,457.00.00, (Account No. 229.80510.7200).

- A.17 APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY MANAGEMENT ASSOCIATION AND MORENO VALLEY CONFIDENTIAL MANAGEMENT EMPLOYEES FOR FISCAL YEAR 2011-12 (ATTACHMENT A TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Human Resources Department)

Recommendation:

Approve the successor Memoranda of Understanding (MOU's) between

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the City of Moreno Valley and the Moreno Valley Management Association (Attachment A) and Moreno Valley Confidential Management Employees (Attachment B) for Fiscal Year 2011-12.

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 JULY 12, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

B.3 MINUTES - SPECIAL MEETING OF JULY 26, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

B.4 EXTENSION OF CONTRACT - APPROVE SECOND AMENDMENT TO AGREEMENT FOR CONTRACT MOWING OF PARKS AND EASEMENTS OF COMMUNITY SERVICES DISTRICT ZONE A AND COMMUNITY FACILITIES DISTRICT #1 TO DLS LANDSCAPE, INC. (Report of: Parks and Community Services Department)

Recommendation:

1. Approve the Second Amendment to Agreement for contract mowing of parks and easements to DLS Landscape, Inc. of Redlands, CA, in the total amount of \$148,680.00; \$122,760.00 for Community Services District ("CSD") Zone A and \$25,920.00 for Community Facilities District ("CFD") #1, extending contract for an additional one-year period;
2. Authorize the President to execute the Second Amendment to Agreement for contract mowing of parks and easements with DLS Landscape, Inc. of Redlands, CA; and
3. Authorize the Purchasing and Facilities Division Manager to issue open purchase orders to DLS Landscape, Inc., in the amounts of:

ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED SIXTY AND NO/100 DOLLARS (\$122,760.00) for CSD Zone A for twelve months, and; TWENTY-FIVE THOUSAND NINE HUNDRED

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TWENTY AND NO/100 DOLLARS (\$25,920.00) for CFD #1 for twelve months.

- B.5 ACCEPTANCE OF GRANT MONIES FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES, FOR CHILD CARE SERVICES AND ADOPTION OF THE RESOLUTION TO CERTIFY THE APPROVAL OF THE GOVERNING BOARD (Report of: Parks and Community Services Department)

Recommendation:

1. Authorize the acceptance of grant money in the amount of \$605,496 for Fiscal Year (FY) 2011/2012 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services; and
2. Adopt Resolution No. CSD 2001-23 to certify the approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel, as shown on the resolution, to sign contract documents for FY 2011/2012.

Resolution No. CSD 2011-23

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Certifying the Approval of the Governing Board to Enter into a Transaction with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize Designated Personnel to Sign Contract Documents for FY 2011/12

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 JULY 12, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

- C.3 MINUTES - SPECIAL MEETING OF JULY 26, 2011 (Report of: City Clerk Department)

Recommendation:

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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 JULY 12, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 A PUBLIC HEARING FOR PA11- 0021, AN APPLICATION TO DE-ANNEX PARCELS 302-170-002 AND 302-170-004, A TOTAL OF 1.4 ACRES LOCATED ON THE SOUTH SIDE OF THE PERRIS VALLEY CHANNEL FROM THE CITY OF MORENO VALLEY TO FACILITATE ANNEXATION TO THE CITY OF PERRIS. THE APPLICANT IS MISSION PACIFIC LAND COMPANY (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-91 approving PA11-0021, a De-annexation of 1.4 acres;

Resolution No. 2011-91

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Detachment of two Parcels (302-170-002 & 302-170-004) with a total of 1.4 acres from the City of Moreno Valley to allow for Concurrent Annexation to the City of Perris

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") Adopt Resolution No. CSD 2011-24 requesting the Riverside Local Agency Formation Commission initiate proceedings for a City boundary amendment involving a detachment of parcels; and

Resolution No. CSD 2011-24

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A Resolution of the Moreno Valley Community Services District Board of Directors of the City of Moreno Valley, California to request the Riverside Local Agency Formation Commission Initiate Proceedings for a City Boundary Amendment involving a Detachment of Parcels from the Moreno Valley Community Services District

3. Staff recommends that the Mayor and City Council Adopt Resolution No. 2011-92 approving the property tax transfer for the detachment of two parcels, 302-170-002 and 302-170-004, 1.4 acres.

Resolution No. 2011-92

A Resolution of the City Council of the City of Moreno Valley, California, approving a Property Tax Transfer Agreement between the City of Moreno Valley and City of Perris regarding the Detachment of Two Parcels (302-170-002 & 302-170-004) with a total of 1.4 acres from the City of Moreno Valley and concurrent Annexation to the City of Perris

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

Motion to Approve Recommendation No. 1 by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Board Member Robin N. Hastings, s/Board Member William H. Batey II
Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 5-0.

- E.2 PUBLIC HEARING ON RESOLUTION NO. 2011-74 DECLARING CERTAIN REAL PROPERTY AS EXCESS AND AUTHORIZING SALE FOR REMAINDER OF PARCEL - APN 475-272-054 (PART OF IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD) (Report of: Public Works Department)

Recommendation:

1. Conduct a public hearing on Resolution No. 2011-74 declaring certain real property as excess and authorizing sale for remainder of parcel – APN 475-272-054 and allowing public citizens to appear

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and protest the proposed sale of excess property; and

2. Authorize staff to solicit offers for the purchase of said real property.

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

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

AGENDA ORDER

Item E.3 discussed after Public Comments

E.3 A PUBLIC HEARING REGARDING AN APPEAL OF THE PLANNING COMMISSION DENIAL OF A ZONE CHANGE (PA08-0098) FROM BUSINESS PARK (BP) TO LIGHT INDUSTRIAL (LI) FOR A 55 ACRE SITE FOR THE WEST RIDGE COMMERCE CENTER PROJECT. THE PROJECT ALSO INCLUDES A PLOT PLAN (PA08-0097) FOR A 937,260 SQUARE FOOT WAREHOUSE FACILITY; TENTATIVE PARCEL MAP NO. 36207 (PA09-0022) TO CREATE A SINGLE PARCEL; AND A MUNICIPAL CODE AMENDMENT TO PROVIDE A MINIMUM SEPARATION/BUFFERING OF WAREHOUSE/INDUSTRIAL FACILITIES OVER 50,000 SQUARE FEET FROM ADJACENT RESIDENTIAL DISTRICTS. AN ENVIRONMENTAL IMPACT REPORT HAS BEEN PREPARED FOR THE PROJECT. THE PROJECT SITE IS LOCATED ON THE SOUTH SIDE OF STATE ROUTE 60, ON THE NORTH SIDE OF EUCALYPTUS AVENUE AND APPROXIMATELY 650 FEET WEST OF REDLANDS BOULEVARD. THE APPLICANT IS RIDGE RANCHO BELAGO, LLC (ITEM CONTINUED FROM JULY 12, 2011 BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing for review of an appeal of the Planning Commission denial of Zone Change application PA08-0098, and take one of the following actions:

If the City Council elects to uphold the Planning Commission's denial of Zone Change application PA08-0098:

ADOPT City Council Resolution No 2011-76 denying Zone Change application PA08-0098, based on the findings in the Resolution;

Resolution No. 2011-76

A Resolution of the City Council of the City of Moreno Valley, California, Denying a Change of Zone (PA08-0098) from BP

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(Business Park) to LI (Light Industrial) for an Approximate 55 acre site, Located within Assessor's Parcel Numbers 488-330-003 through -006 and -026

2. OR

If the City Council elects to overturn the Planning Commission decision, and approve the project:

ADOPT City Council Resolution No. 2011-77 APPROVING AND CERTIFYING that the Environmental Impact Report (EIR) for the West Ridge Commerce Center Project (Attachment 1) has been completed in compliance with the California Environmental Quality Act;

Resolution No. 2011-77

A Resolution of the City Council of the City of Moreno Valley, California, Certifying the Final Environmental Impact Report (P08-133), Adoption of the Findings and Statement of Overriding Considerations, and Approval of the Mitigation Monitoring Program for the West Ridge Commerce Center Project, Generally Located on the South Side of State Route 60, on the North Side of Fir Avenue/Future Eucalyptus Avenue and Approximately 650 Feet West of Redlands Boulevard

3. INTRODUCE Ordinance No. 829 APPROVING Zone Change application PA08-0098 for 55 acres from Business Park (BP) to Light Industrial (LI) as shown on Exhibit A;

Ordinance No. 829

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application PA08-0098 to Change the Zone From Business Park to Light Industrial for a 55 Acre Site (Assessor's Parcel Numbers 488-330-003 Through -006 and -026)

4. INTRODUCE Ordinance No. 830 APPROVING Municipal Code Amendment PA10-0017 to provide for setbacks and buffering of warehouse/industrial buildings from adjacent residential zones, based on the findings in the City Council Ordinance;

Ordinance No. 830

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

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California, approving Application PA10-0017 Amending the Municipal Code to Make Changes to Chapter 9.05 Industrial Districts

5. ADOPT City Council Resolution No. 2011-78 APPROVING Plot Plan PA08-0097, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A; and

Resolution No. 2011-78

A Resolution of the City Council of the City of Moreno Valley, California, for Approval of Plot Plan PA08-0097 for Development of a 937,260 Square Foot Warehouse Distribution Facility on 55 Acres Located Within Assessor's Parcel Numbers 488-330-003 Through -006 and -026

6. ADOPT City Council Resolution No. 2011-79 APPROVING Tentative Parcel Map No. 36207 (PA09-0022), based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A

Resolution No. 2011-79

A Resolution of the City Council of the City of Moreno Valley, California, for Approval of Tentative Parcel Map 36207 (PA09-0022) to Combine the Existing Five Parcels Located Within the Project Site into a Single 55 Acre Parcel

Mayor Richard A. Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder (opposes), Frank Wright (opposes), Mike Rios, Daryl Terrell (supports), Theresa Carson (representing Sierra Club; opposes), Susan Gilchrist (opposes), Pete Bleckert (opposes), and Francisco Cuevas (opposes).

Motion to Continue the meeting past 11:00 p.m. until the completion of the last item by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

Motion to uphold Planning Commission decision and to deny zoning changing application by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Marcelo Co

No action taken - Motion pending.

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Substitute Motion:

Substitute motion to continue the item (deliberation and decision only) to the September 6, 2011 special meeting (public testimony was closed) by m/Council Member William H. Batey II, s/Mayor Richard A. Stewart

Approved by a vote of 3-2, Mayor Pro Tem Jesse L. Molina, Council Member Marcelo Co opposed.

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

G. REPORTS

AGENDA ORDER

Item G1 discussed after Item G4.

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

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

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

Mayor Richard A. Stewart reported on the new education hanger at March Air Base Museum.

AMRO, an aviation-related manufacturing company, will hold a job fair on Thursday, August 25 at 9 a.m. at March Joint Powers Office inside the old base.

Council Member Robin N. Hastings reported that the issue of appointing a representative of Riverside County Office on Education to the executive committee serving as an ex officio, with no voting rights was brought to the attention of the administration of the Finance Committee; asked the Council for the input/opinion; received support from the council.

Item G2 discussed after Item G1.

G.2 RESOLUTION ESTABLISHING CRITERIA TO GUIDE THE PROCESS OF REVISING THE BOUNDARIES OF COUNCILMANIC DISTRICTS (Report of: City Clerk's Department)

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Recommendation: That the City Council:

Adopt Resolution No. 2011-93 establishing criteria to guide the process of revising the boundaries of the districts from which members of the City Council are elected.

Resolution No. 2011-93

A Resolution of the City Council of the City of Moreno Valley, California, Establishing Criteria to Guide the Process of Revising the Boundaries of the Districts from which Members of the City Council are Elected

Mayor Richard A. Stewart opened the agenda item for public comments, which were received from Deanna Reeder, Mike Rios and Tom Jerele Sr.

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

G.3 CITIZENS' PARTICIPATION ON-LINE REDISTRICTING (PRESENTATION BY NATIONAL DEMOGRAPHICS CONSULTANT, ALAN HESLOP)

Mayor Richard A. Stewart opened the agenda item for public comments, which were received from Mike Rios.

No action required.

AGENDA ORDER

Item G4 discussed after Item E2.

G.4 APPOINTMENT TO THE PARKS AND RECREATION COMMISSION (TEENAGE MEMBER) (Report of: City Clerk Department)

Recommendation: That the City Council:

1. Appoint Sierra Marrero to the Parks and Recreation Commission as a teenage member for a term expiring January 27, 2013, or until high school graduation, whichever comes first; or
2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

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

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

AGENDA ORDER

Item G5 discussed after Item G3.

- G.5 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR OASIS COMMUNITY CHURCH—APNs 296-300-005 and 296-300-007 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES (Report of: Public Works Department)

Recommendation: That the City Council:

Accept public comments regarding the mail ballot proceedings for Oasis Community Church—Assessor Parcel Numbers (APNs) 296-300-005 and 296-300-007 and Buddhadhammo Temple—APN 488-210-014 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

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

No action required.

- G.6 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR OASIS COMMUNITY CHURCH—APNS 296-300-005 and 296-300-007 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:

Acting in their capacity as President and Members of the Board of Directors of the CSD (“CSD Board”) accept public comments regarding the mail ballot proceedings for Oasis Community Church—APNs 296-300-005 and 296-300-007 and Buddhadhammo Temple—APN 488-210-014 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

President Richard A. Stewart opened the agenda item for public comments, which were received from Scott Heveran.

No action required.

- G.7 PUBLIC MEETING TO CONSIDER PUBLIC COMMENTS REGARDING A

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MAIL BALLOT PROCEEDING FOR TRACT 31129 FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)

Recommendation: That the City Council:

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 area of landscaping maintained for Tract 31129. The increase in the annual charge will ensure there is adequate funding to provide landscape maintenance services at the same level.

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

No action required.

AGENDA ORDER

Item G.8 discussed after Item G.9

G.8 ADOPTION OF A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CALPERS CONTRACT TO PROVIDE THE 2% AT AGE 55 AND THREE-YEAR FINAL COMPENSATION CALCULATION RETIREMENT BENEFITS FOR NEWLY HIRED EMPLOYEES STARTING ON SEPTEMBER 30, 2011 AND CONDUCT THE FIRST READING OF THE RELATED ORDINANCE AS REQUIRED BY CALPERS (Report of: Human Resources Department)

Recommendation:

1. Adopt Resolution No. 2011- 59, to announce the City’s intention to approve an amendment to the CalPERS Contract to provide the 2% at Age 55 and Three-Year Final Compensation Calculation Retirement Benefits for newly hired employees starting on or after September 30, 2011, and conduct the first reading of the related ordinance as required by CalPERS.

Resolution No. 2011-59

A Resolution of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees’ Retirement System and the City Council of the City of Moreno Valley, California

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2. Introduce Ordinance No. 828.

Ordinance No. 828

An Ordinance of the City Council of the City of Moreno Valley, California, Authorizing an Amendment to the Contract Between the City of Moreno Valley and the Board of Administration of the California Public Employees' Retirement System

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

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

Recess;

Reconvened

AGENDA ORDER

Item G.9 discussed after Item G.7

- G.9 A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN ENFORCEABLE OBLIGATION PAYMENT SCHEDULE (Report of: Community & Economic Development Department)

Recommendation: That the RDA:

Adopt Resolution No. RDA 2011-12, approving an Enforceable Obligation Payment Schedule.

Resolution No. RDA 2011-12

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Enforceable Obligation Schedule

Chairperson Richard A. Stewart opened the agenda item for public comments, which were received from Tom Jerele Sr.

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

MINUTES
August 23, 2011

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

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

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

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Public comments taken after Item G.8.

Pete Bleckert

1. Davis Road closure

Kenny Bell

1. AB 742

2. Pawn shops

Alicia Espinoza

1. Directly elected mayor

2. Pawn shops

Francisco Cuevas

1. Pawn shops

Deanna Reeder

1. Elected mayor issue

Daryl Terrell

1. New directions

Mike Rios

1. Pawn shops

MINUTES
August 23, 2011

2. Elected mayor

Scott Heveran

1. Elected mayor
2. Redistricting

Tom Jerele Sr.

1. Pawn shops
2. Televised study sessions

**CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL,
COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT
AGENCY - None**

CLOSED SESSION - canceled

MINUTES
August 23, 2011

ADJOURNMENT

Motion to Adjourn: there being no further business to conduct, the meeting was adjourned at 12:04 p.m. by unanimous informal consent. by m/Mayor Richard A. Stewart
Approved by a vote of 5-0.

Submitted by:

City Clerk 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:

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

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: September 13, 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 August 17 – September 6, 2011.

<i>Reports on Reimbursable Activities</i> August 17 – September 6, 2011		
Council Member	Date	Meeting
William H. Batey II	8/18/11	State of the City
Marcelo Co	8/18/11	State of the City
	8/18/11	State of the City
Jesse L. Molina	8/18/11	State of the City
	8/24/11	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
Richard A. Stewart	8/18/11	State of the City

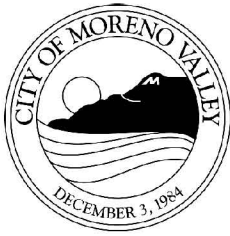
Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

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

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

Report to City Council

TO: Mayor and Council and the Mayor and Council, acting in their respective capacities as the President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: September 13, 2011

TITLE: NOTICE OF COMPLETION AND ACCEPTANCE OF SHADOW MOUNTAIN PARK BALLFIELD LIGHTING AND RESTROOM PROJECT, PROJECT NOS. 10-46166527 AND 10-46166430

RECOMMENDED ACTION

Staff recommends that the Mayor and the City Council and the Board of Directors of the Moreno Valley Community Services District:

1. Accept the work as complete for the Shadow Mountain Park Ballfield Lighting and Restroom Project constructed by Fleming Environmental, Inc., 1372 E. Valencia Drive, Fullerton, CA 92831.
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 Fleming Environmental, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

BACKGROUND

On February 8, 2011, the City Council awarded the construction contract in the amount of \$343,083.36 (\$285,902.80 for the bid amount plus 20% contingency) to Fleming Environmental, Inc., for the Shadow Mountain Park Ballfield Lighting and Restroom Project. Subsequently, a Purchase Order was issued to the contractor for the project.

DISCUSSION

There were two Contract Change Orders for related work on this project for a total of \$27,882.11. 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 Shadow Mountain Park Ballfield Lighting and Restroom Project constructed by Fleming Environmental, Inc., direct the City Clerk to record the Notice of Completion within ten (10) calendars days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, and authorize the Financial and Administrative Services Director to release the retention to Fleming Environmental, Inc., within thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

2. Do not accept the work as complete for the Shadow Mountain Park Ballfield Lighting and Restroom Project constructed by Fleming Environmental, Inc., do not direct the City Clerk to record the Notice of Completion within ten (10) calendars days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, and do not authorize the Financial and Administrative Services Director to release the retention to Fleming Environmental, Inc., within thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

FISCAL IMPACT

The construction phase of this project was included in Fiscal Year 2010/2011 Capital Improvement Project Budgets, financed by Parkland Development Impact Fees (Fund 205).

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010/2011 Funds (Account 461.66527)	\$ 626,500
Fiscal Year 2010/2011 Funds (Account 461.66430)	\$ 295,000
Total Funding	\$ 921,500

CONSTRUCTION RELATED COSTS:

Construction	\$ 313,785
City Purchased Equipment for Contractor Installation	\$ 300,514
Construction Geotechnical Services.....	\$ 4,150
Construction Survey Services	\$1,200
Miscellaneous Construction Expenses.....	\$ 4,000
Project Administration and Inspection Services	\$ 3,500
Total Estimated Construction Related Costs.....	\$ 627,149

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

Fleming Environmental, Inc., has completed the Shadow Mountain Park Ballfield Lighting and Restroom Project. The City Council is requested to accept the work as complete, direct the City Clerk to record the Notice of Completion, and authorize the release of retention to Fleming Environmental, Inc.

ATTACHMENTS

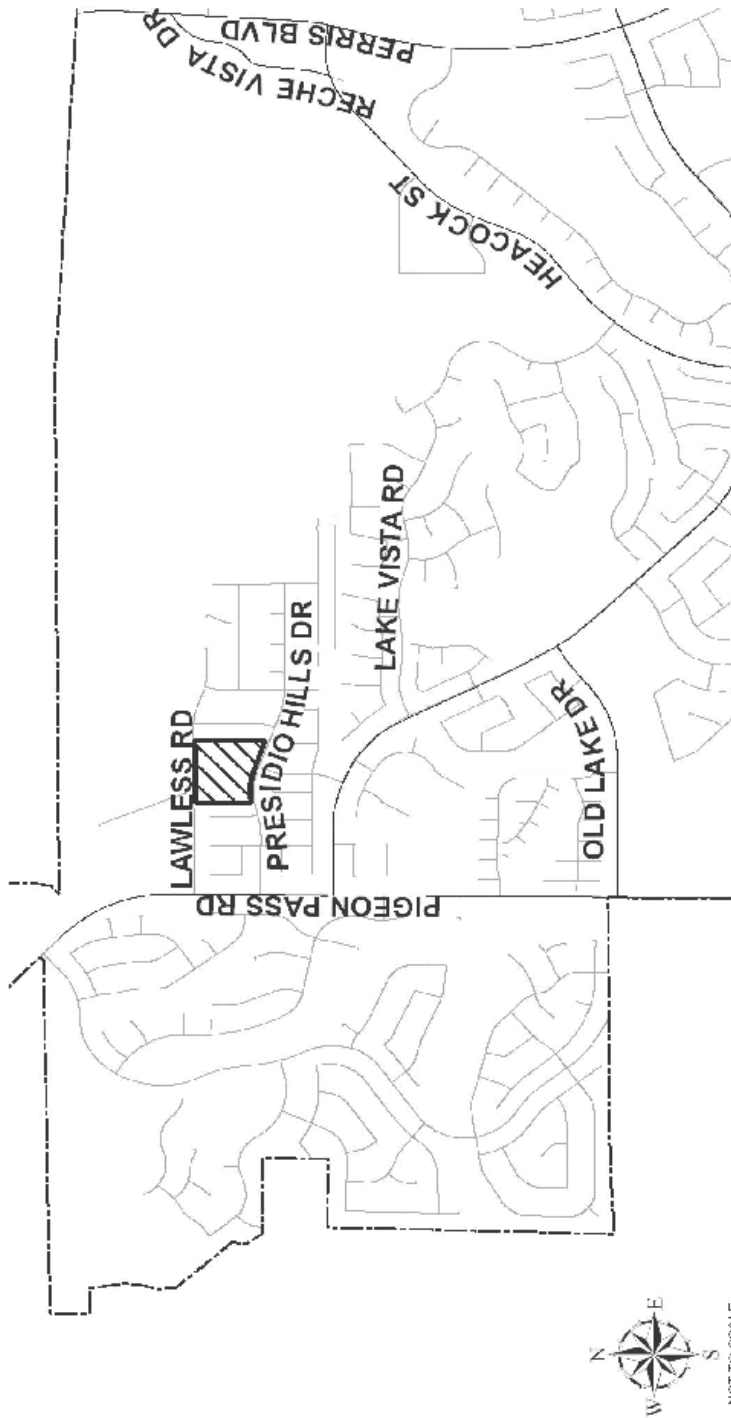
Attachment "A" – Location Map

 Prepared By:
 Tony Hetherman
 Parks Projects Coordinator

 Department Head Approval:
 Mike McCarty
 Parks and Community Services Director

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

ATTACHMENT A
PROJECT NO. 10-66527/66430





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

Report to City Council

TO: Mayor and City Council

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: September 13, 2011

TITLE: REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT RIDGECREST PARK, GATEWAY PARK, AND SUNNYMEAD PARK

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at Ridgecrest Park, Gateway Park, and Sunnymead Park; and waive Faithful Performance and Material and Labor bonds.
2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed \$242,994.95 as appropriated in FY11/12, in account code 461.65329.7500.

BACKGROUND

In order to comply with the California Code of Regulations, Health and Safety Codes, American Society for Testing and Materials (ASTM) and the U.S. Consumer Products Safety Commission (CPSC), play structures that are not compliant need to be retrofitted and/or replaced to be in compliance. Retrofitting is not an option in these cases, since the play equipment at these sites was discontinued in the 1990's. Several sites have been identified for replacement in the 5-year CIP, including Ridgecrest Park and Gateway Park. However, due to severity of non-compliant issues, the equipment at Sunnymead Park needed to be included in this year's replacement process.

Miracle Recreation Equipment Company's play equipment is part of the Parks and Community Services Department's specified standards for tot lots and playgrounds.

The play equipment being replaced was manufactured by Miracle Recreation Equipment Company. Additionally, Miracle Recreation Equipment Company is the exclusive supplier for Fibar® ADA compliant surfacing used in City parks. Fibar® is the standard specification for loose fill engineered wood fiber for City parks.

DISCUSSION

Project materials and labor cost have all been publically bid utilizing the HGAC (Houston-Galveston Area Council government-to-government procurement service) cooperative bidding process. Miracle Recreation Equipment Company was the low bidder for all components that are being contracted for.

In order to maintain and ensure the continuity of adopted park standards and compliance with the State and Federal codes and regulations, staff recommends that Miracle Recreation Equipment Company provide the play structures, surfacing, and this service during installation of the new structures at Ridgecrest Park, Gateway Park, and Sunnymead Park.

HGAC did not bid the contract with the inclusion of Performance bonds. However, if the contracting agency wants bonds to be included, HGAC has established a rate of 2.5% that Miracle Recreation Equipment Company would be able to add to the contract for Performance bonds. The inclusion of Performance and Material and Labor bonds are estimated to add several thousands of dollars more to the project. This will require additional funding from the Capital Improvement Project or reducing the scope of work of the contract. Staff is not recommending that Faithful Performance and Material and Labor security (bonds) be requested since the City's risk has been substantially lowered by utilizing the following measures on previous contracts with Miracle Recreation Equipment Company: funds will only be disbursed after each of the contracted equipment has been fully installed, fully inspected, certified by a Certified Playground Safety Inspector (CPSI), material releases issued, and certified payroll verified as compliant.

ALTERNATIVES

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at Ridgecrest Park, Gateway Park, and Sunnymead Park and authorize the Purchasing Manager to execute a purchase order in an amount not to exceed \$242,994.95 as appropriated in FY11/12, in account code 461.65329.7500; and waive Faithful Performance and Material and Labor bonds (staff recommends this option).
2. Elect not to award a purchase order to Miracle Recreation Equipment Company at this time and provide further direction to staff.

FISCAL IMPACT

Funding for the new play structures and playground surfacing is estimated not to exceed \$242,994.95, utilizing Parkland Development Impact Fees (205). This item is an approved budget item for FY 11/12 in Business Unit 461.65329.7500.

This recommended action imposes NO fiscal impact to the General Fund.

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

Posting of the agenda.

ATTACHMENTS/EXHIBITS

- Exhibit 'A': Miracle Contract Agreement
- Exhibit 'B': HGAC Contract Information
- Exhibit 'C': HGAC Contract

Prepared By:
Tony Hetherman
Parks Projects Coordinator

Department Head Approval:
Michael McCarty
Director of Parks and Community Services

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

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EXHIBIT 'A'

City of Moreno Valley INDEPENDENT CONTRACTOR AGREEMENT PROJECT 11/12-65329

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

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

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

1. CONTRACTOR INFORMATION:

Miracle Recreation Equipment Company
878 E Hwy 60
Monett, MO 65708
Business Phone: 800-264-7225, Fax No. 877-215-3869
Other Contact Number: 951-695-4515
Social Security Number: N/A
Business License Number: 22609
Federal Tax I.D. Number: 43-1595099

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service is described in Attachment 'A' attached hereto and incorporated herein by this reference.
- B. The City's responsibility and project locations, other than payment, is described in Attachment 'B' attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Attachment 'C' attached hereto and incorporated herein by this reference.
- D. Playground apparatus schematics are provided in Attachment 'D'.
- E. The Agreement shall commence on the date it is signed by the City. The termination date of the Agreement shall be June 30, 2012.
- F. The Contractor's Starting Date is the date listed on the issued Purchase Order, which will be utilized as 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 **ninety (90) working days** after said date in the "Notice to Proceed". The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- G. The work performed in this contract shall be performed Monday through Friday, 7 a.m. to 4 p.m. City observed holidays shall be observed by the Contractor and no work shall be performed on these dates.

3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing

the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.

- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. Contractor Indemnification. 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 Contract 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 the (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.
- F. City Indemnification. The City agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, 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 Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. 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), 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.

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
Bodily Injury	\$500,000.00	\$1,000,000.00	\$2,000,000.00
Property Damage	---	\$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 Contract 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.

- H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
 - (a) The City may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or 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 Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
 - (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

- J. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City’s agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- K. Partial Payments. For the purpose of making partial payments, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of said contract item of work, which will be recognized for progress payment purposes.

Ridgecrest Park Playground Equipment Installed Complete	\$ 50,488.27
Gateway Park Playground Equipment Installed Complete	\$ 86,358.34
Sunnymead Park Playground Equipment Installed Complete	\$106,148.34
<u>Total Contract Amount</u>	<u>\$242,994.95</u>

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work. A maximum total of three (3) payments will be made, as listed herein, after each item has been fully installed, inspected and certified by an authorized Certified Playground Safety Inspector (CPSI).

- L. Stop Notice Withholds. The City may withhold payments to cover claims filed under Civil Code § 3179 et seq.
- M. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- N. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- O. Legal Action. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract 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 judgement proceedings to enforce any judgments in connection with this Contract Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgement.
- P. Warranty. The Contractor, the Contractor’s heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Contract 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.
- Q. Prevailing Wage. 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 and Prevailing Wage Rates. 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. The Contractor shall submit a list of all trades utilized in the project and corresponding DIR wage determinations. Certified payroll reports, Certificates of Compliance and Fringe Benefit Statements shall be submitted weekly.

- R. Records. 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.
- S. Performance. 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.
- T. Workers' Compensation. 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.
- U. Contract Commencement. The effective date of this Contract Agreement shall be the date of the Award of Contract by the City of Moreno Valley.
- V. Licensing. 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 TO FOLLOW

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

City of Moreno Valley

Contractor/Consultant Name

BY: _____
Mayor

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

ATTACHMENT 'A'

SCOPE OF WORK

Ridge Crest Park:

1. Provide and maintain temporary fence around area of work (no barb wire allowed).
2. Demo and dispose of all existing play equipment, rubber surfacing and footings. Recycle steel and concrete.
3. Remove, dispose and recycle concrete pad under rubber surfacing.
4. Excavate and dispose of approximately 1779 square feet of existing sand to a minimum depth of 14".
5. Install one ADA ramps with a maximum 4.5% slope (direction of travel) and a 1.5% maximum cross slope. The ramp must extend to the bottom of the play pit and have a minimum 4" high protective edge. All ramps shall be compliant with ADA/Title 24 and have landings. Ramps shall be reinforced with #4 rebar @ 24" on center.
6. Install one (1) large sump drain, utilizing drainage fabric and ¾" washed gravel. The grade shall slope approximately 2% toward the sumps.
7. Install Miracle KC play structure.
8. Install a minimum of 1779 square feet of Fibar System 300 (including filter cloth and drainage channels) to a compacted depth of 12". Contractor shall make allowances for the extra depth created by the drainage slope. The finished surface of Fibar shall be level across the perimeter of the play pit.
9. Replace/repair turf damage from access route
10. Contractor to supply product submittals and shop drawings. Concrete shall be Greenbook 2500 PSI for footings and Greenbook 560C-3250 PSI for flatwork. Fly ash will not be permitted on any concrete. Contractor shall compact all footing excavations and flatwork sub base to 90%.
11. Contractor shall notify Underground Service Alert, prior to any excavation.
12. Contractor to provide certified payroll reports weekly.
13. Contractor to provide unconditional releases from all material suppliers and subcontractors.
14. Concrete removals from the site shall be sent to a recycling facility. Contractor to provide the City a **weight certification and weight in 'Tons'** for all concrete removed from the project. The certification shall be generated from the disposal or recycler facility. The contractor shall be careful not to contaminate concrete with other foreign matter.

ATTACHMENT 'A'

SCOPE OF WORK (continued)

Gateway Park:

1. Provide and maintain temporary fence around area of work (no barb wire allowed).
2. Demo and dispose of all existing play equipment, rubber surfacing and footings. Recycle steel and concrete.
3. Remove, dispose and recycle concrete pad under rubber surfacing.
4. Excavate and dispose of approximately 2740 square feet of existing woodchips to a minimum depth of 14".
5. Install one ADA ramps with a maximum 4.5% slope (direction of travel) and a 1.5% maximum cross slope. The ramp must extend to the bottom of the play pit and have a minimum 4" high protective edge. All ramps shall be compliant with ADA/Title 24 and have landings. Ramps shall be reinforced with #4 rebar @ 24" on center.
6. Install two (2) large sump drains, utilizing drainage fabric and ¾" washed gravel. The grade shall slope approximately 2% toward the sumps.
7. Install Miracle KC Ages 2-5 play structure, KC Ages 5-12 play structure, and Saddle Seat.
8. Install a minimum of 2740 square feet of Fibar System 300 (including filter cloth and drainage channels) to a compacted depth of 12". Contractor shall make allowances for the extra depth created by the drainage slope. The finished surface of Fibar shall be level across the perimeter of the play pit.
9. Replace/repair turf damage from access route
10. Contractor to supply product submittals and shop drawings. Concrete shall be Greenbook 2500 PSI for footings and Greenbook 560C-3250 PSI for flatwork. Fly ash will not be permitted on any concrete. Contractor shall compact all footing excavations and flatwork sub base to 90%.
11. Contractor shall notify Underground Service Alert, prior to any excavation.
12. Contractor to provide certified payroll reports weekly.
13. Contractor to provide unconditional releases from all material suppliers and subcontractors.
14. Concrete removals from the site shall be sent to a recycling facility. Contractor to provide the City a **weight certification and weight in 'Tons'** for all concrete removed from the project. The certification shall be generated from the disposal or recycler facility. The contractor shall be careful not to contaminate concrete with other foreign matter.

ATTACHMENT 'A'

SCOPE OF WORK (continued)

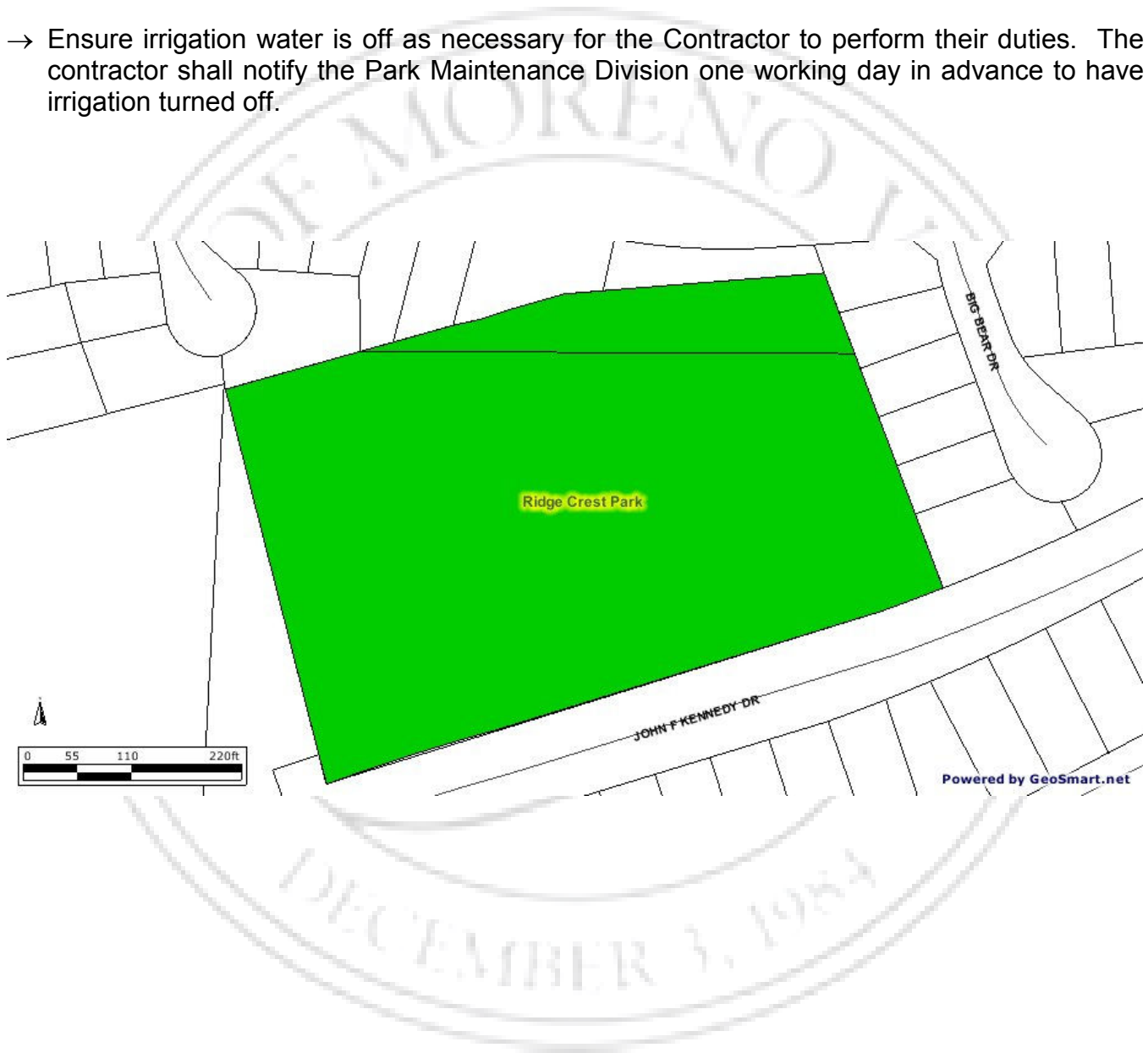
Sunnymead Park:

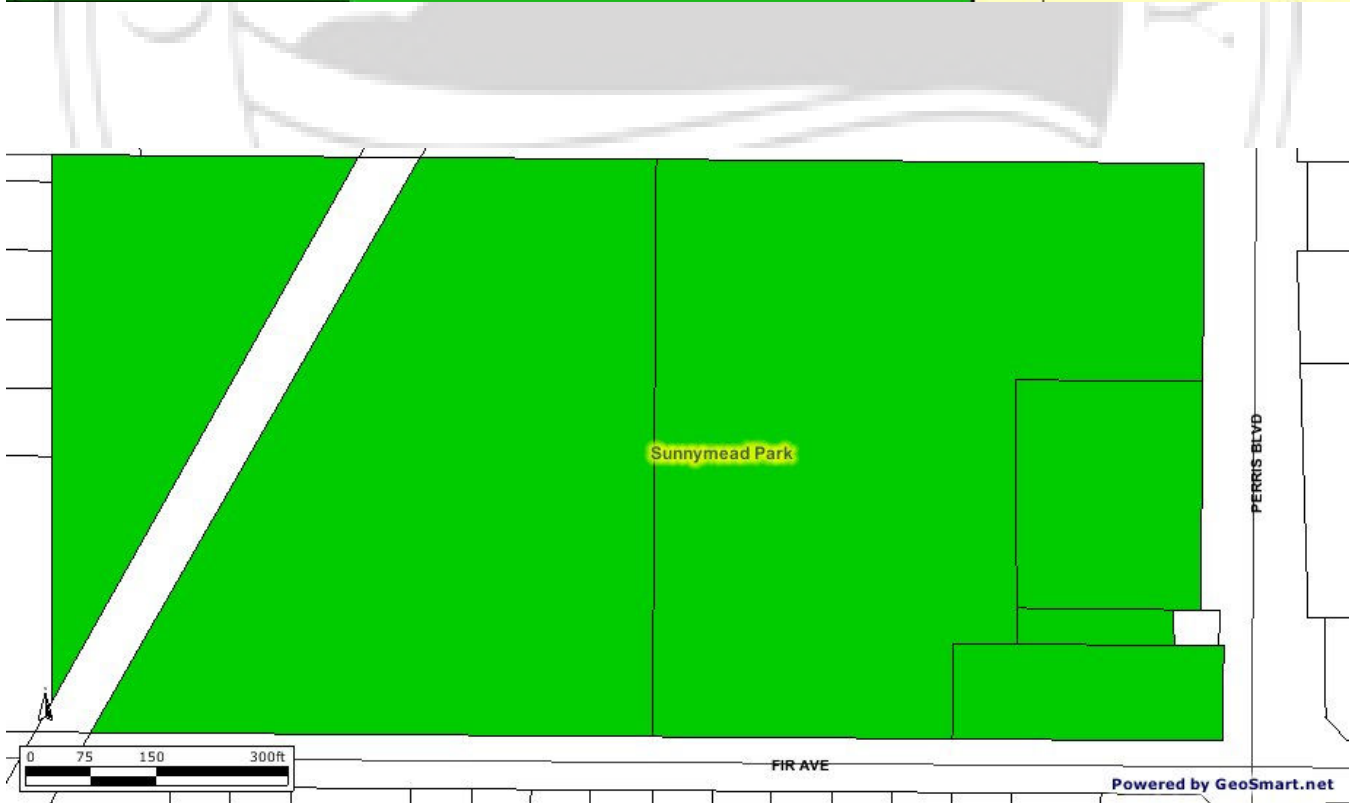
1. Provide and maintain temporary fence around area of work (no barb wire allowed).
2. Demo and dispose of all existing play equipment and footings. Recycle steel and concrete.
3. Demo and recycle existing ADA ramp.
4. Excavate and dispose of approximately 6362 square feet of existing woodchips to a minimum depth of 14".
5. Install one ADA ramp with a maximum 4.5% slope (direction of travel) and a 1.5% maximum cross slope. The ramp must extend to the bottom of the play pit and have a minimum 4" high protective edge. All ramps shall be compliant with ADA/Title 24 and have landings. Ramps shall be reinforced with #4 rebar @ 24" on center.
6. Install two (2) large sump drains, utilizing drainage fabric and ¾" washed gravel. The grade shall slope approximately 2% toward the sumps.
7. Install Miracle KC Ages 2-5 play structure, KC Ages 5-12 play structure, Two-Bay Arch Swing, and two (2) Saddle Seats.
8. Install a minimum of 6362 square feet of Fibar System 300 (including filter cloth and drainage channels) to a compacted depth of 12". Contractor shall make allowances for the extra depth created by the drainage slope. The finished surface of Fibar shall be level across the perimeter of the play pit.
9. Replace/repair turf damage from access route
10. Contractor to supply product submittals and shop drawings. Concrete shall be Greenbook 2500 PSI for footings and Greenbook 560C-3250 PSI for flatwork. Fly ash will not be permitted on any concrete. Contractor shall compact all footing excavations and flatwork sub base to 90%.
11. Contractor shall notify Underground Service Alert, prior to any excavation.
12. Contractor to provide certified payroll reports weekly.
13. Contractor to provide unconditional releases from all material suppliers and subcontractors.
14. Concrete removals from the site shall be sent to a recycling facility. Contractor to provide the City a **weight certification and weight in 'Tons'** for all concrete removed from the project. The certification shall be generated from the disposal or recycler facility. The contractor shall be careful not to contaminate concrete with other foreign matter.

ATTACHMENT 'B'

CITY'S RESPONSIBILITY AND PROJECT LOCATIONS

- Provide access to the site.
- Provide contractor access to water.
- Ensure irrigation water is off as necessary for the Contractor to perform their duties. The contractor shall notify the Park Maintenance Division one working day in advance to have irrigation turned off.

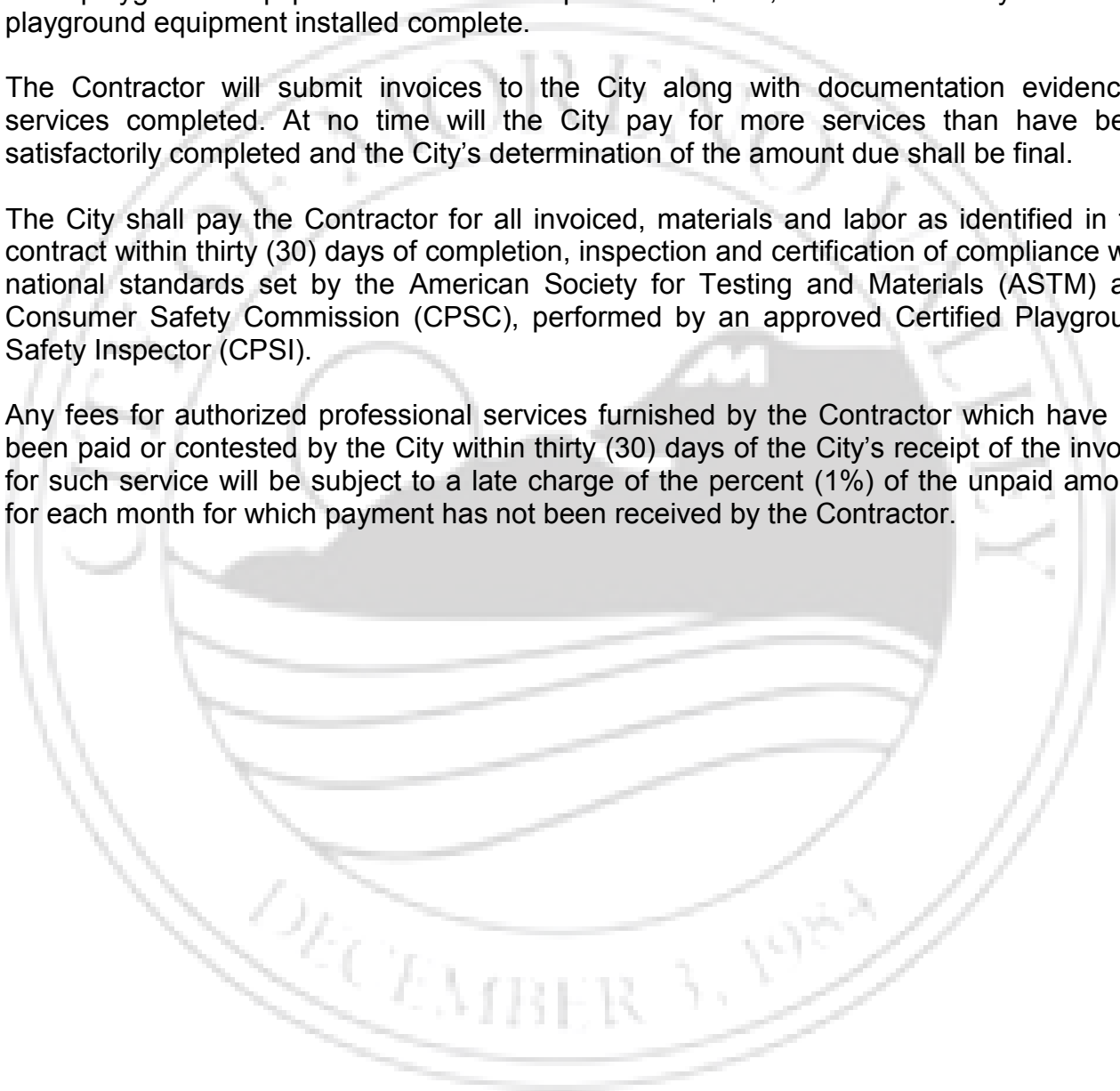




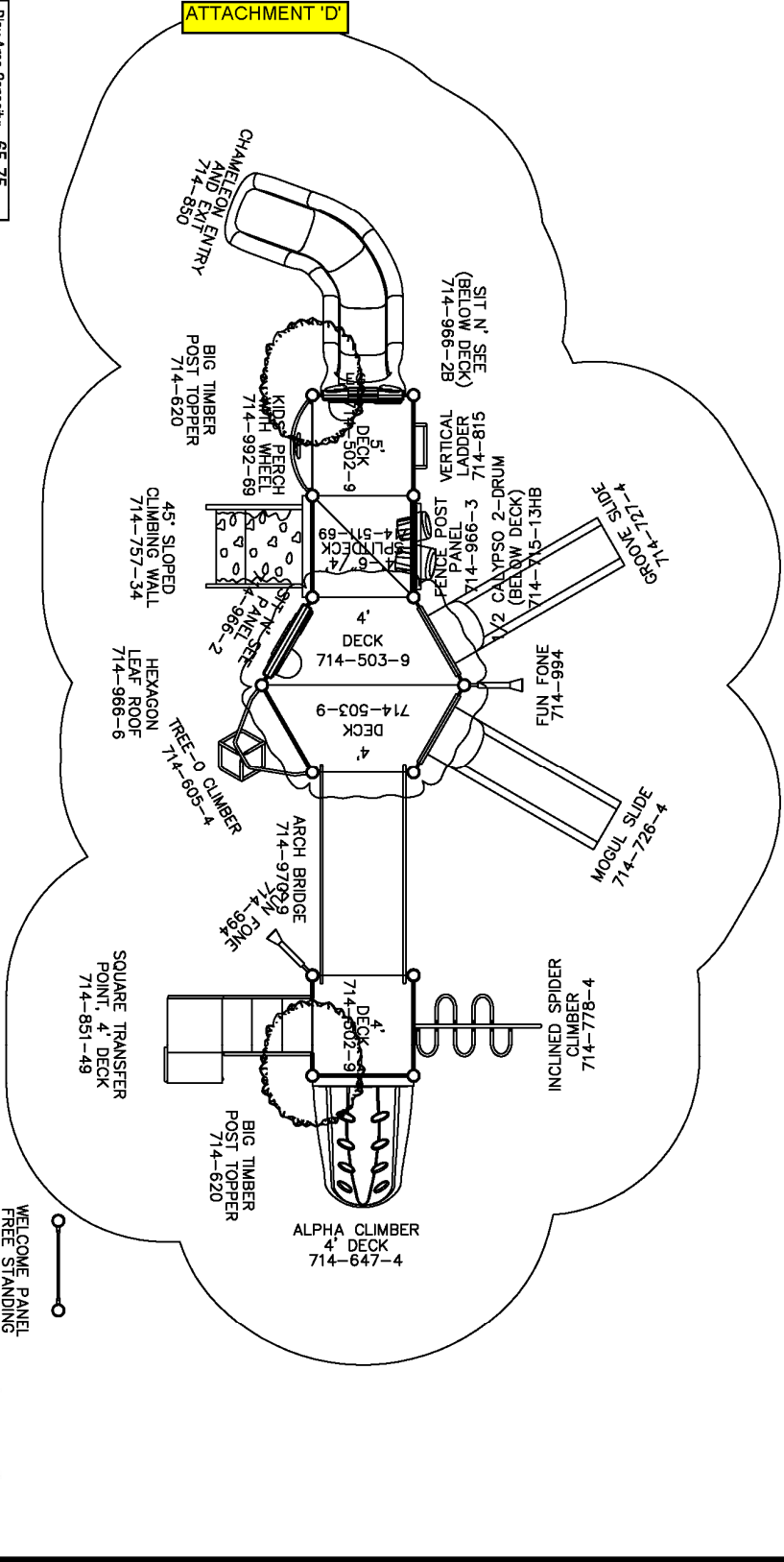
ATTACHMENT 'C'

TERMS OF PAYMENT

1. The Contractor's total compensation shall not exceed \$ 242,994.95, consisting of \$50,488.27 for Ridgecrest Park play equipment installed complete, \$86,358.34 for Gateway Park playground equipment installed complete and \$106,148.34 for Sunnymead Park playground equipment installed complete.
2. The Contractor will submit invoices to the City along with documentation evidencing services completed. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due shall be final.
3. The City shall pay the Contractor for all invoiced, materials and labor as identified in the contract within thirty (30) days of completion, inspection and certification of compliance with national standards set by the American Society for Testing and Materials (ASTM) and Consumer Safety Commission (CPSC), performed by an approved Certified Playground Safety Inspector (CPSI).
4. Any fees for authorized professional services furnished by the Contractor which have not been paid or contested by the City within thirty (30) days of the City's receipt of the invoice for such service will be subject to a late charge of the percent (1%) of the unpaid amount for each month for which payment has not been received by the Contractor.



**RIDGECREST PARK
CITY OF MORENO VALLEY**



Play Area Capacity: 65-75



To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

CD190174-CD190175		DESIGNED FOR AGES 2-12		SCALE: 1" = 6'-0"	
GROUND SPACE: 42' X 19'		COMPLIES TO CPSC		DATE: 7/12/11	
PROTECTIVE AREA: 54' X 31'		COMPLIES TO ASTM		CONNIE	
		COMPLIES TO ADA			
		ADDITIONAL GROUND LEVEL ACCESSIBLE (REQUIRED FOR ADA COMPLIANCE)			
		TYPE: 0		QUANTITY: 0	

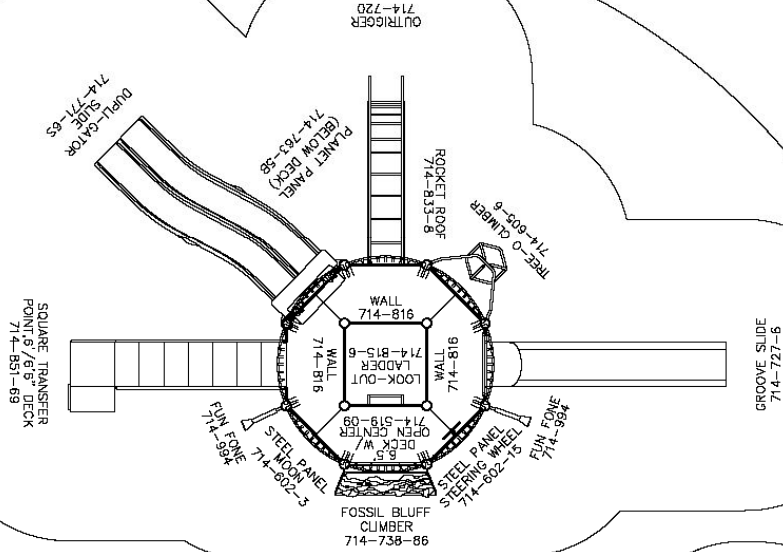


ATTACHMENT 'D'



9106 PULSAR CT, UNIT C
CORONA, CA 92883
PHONE NO. 1-909-294-7225
FAX NO. 1-877-216-3669

WELCOME PANEL
FREE STANDING
AGES 5-12
714-733



Gateway Park
City of Menard Valley

WELCOME PANEL
FREE STANDING
AGES 5-12
714-733

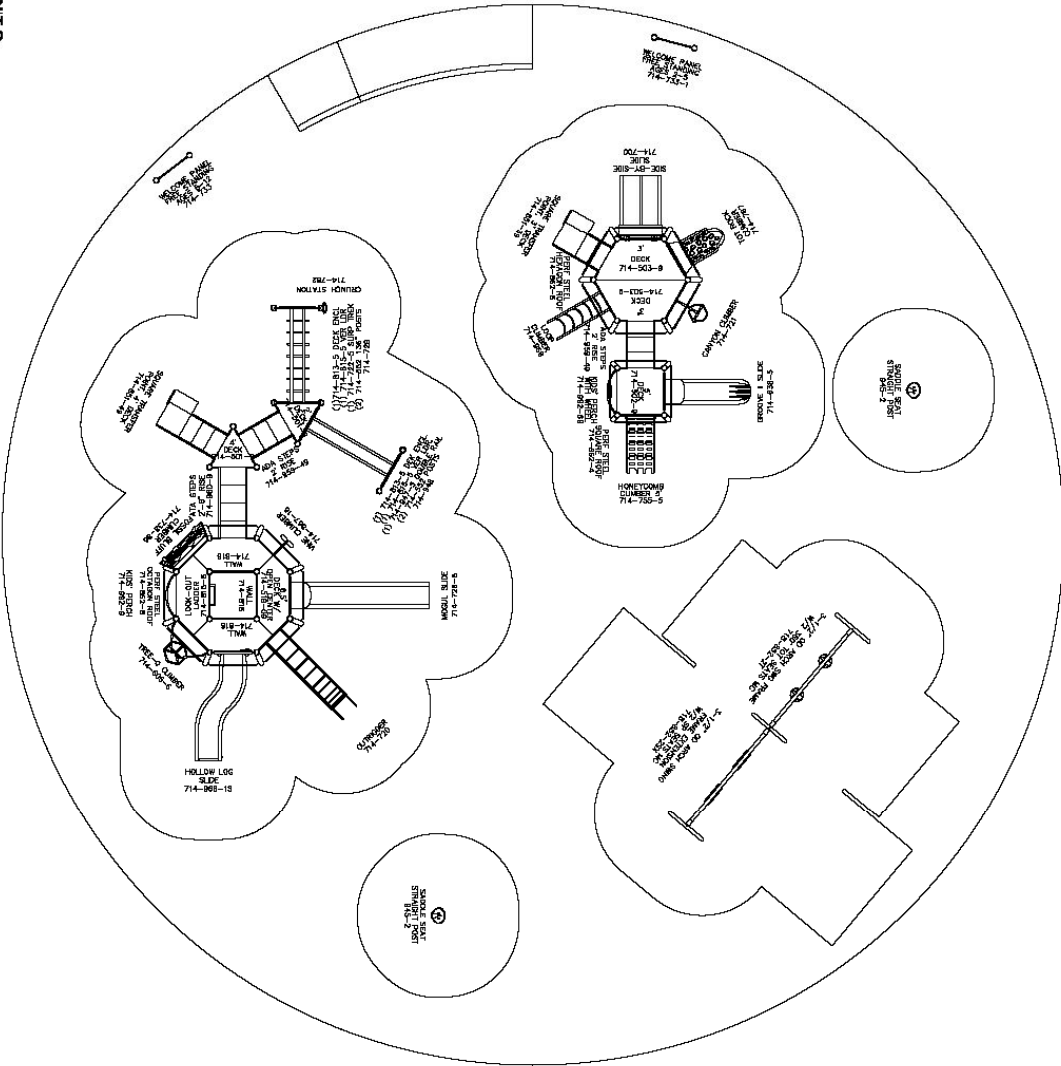




9106 PULSAR CT, UNIT C
CORONA, CA 92883
PHONE NO. 1-909-294-7225
FAX NO. 1-877-216-3669

ATTACHMENT 'D'

Sunnymead Park
City of Moreno Valley



Play Area = 6362 Sq.ft.



***Save Time and Money Buying and Installing
Playground and Playground Surfacing
by Using H-GAC Purchasing Agreements***

PLAYGROUND EQUIPMENT AND SURFACING AVAILABLE

- Miracle Recreation Equipment Company
- HAGS
- Xccent
- Fibar Engineered Wood Fiber
- Fibar Pour In Place Rubber Surfacing

GENERAL INFORMATION

HGACBuy is a "Government-to-Government" procurement service available nationwide. Governmental entities have been procuring products and services through HGACBuy for over 30 years.

As a unit of local government assisting other local governments, HGACBuy strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals. All contracts available to members of HGACBuy have been **awarded by virtue of a public competitive procurement process compliant with state statutes.**

All units of local government, including non-profits providing governmental services, are eligible to join HGACBuy.

USING THE PROGRAM

Types of Participating Users

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts

- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services. (Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

The Texas Interlocal Cooperation Act (ILC)

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy.

State of California Statutes

California Code

California Government Code

Title 1 General

Division 7 Miscellaneous

Chapter 5 Joint Exercise of Powers

Article 1 Joint Powers Agreements

§ 6500 Government.

As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this article by any of these agencies.

§ 6502 Government.

If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state.

It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in

which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.

State of Arizona Statutes

Title 11 Counties

Chapter 7 Intergovernmental Operations

Article 3 Joint Exercise of Powers

§ 11-951. Definitions

For the purposes of this article, the term "public agency" shall include the federal government or any federal department or agency Indian tribe, this state, any other state, all departments, agencies, boards and commissions of this state or any other state, counties, school districts, cities, towns, all municipal corporations, and any other political subdivisions of the state or any other state.

§ 11-952. Intergovernmental agreements and contracts

If authorized by their legislative or other governing bodies, two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all of the services specified in the contract or agreement or exercise those powers jointly held by the contracting parties, except that if two or more school districts arrange to become contracting parties under the terms of this section, such contract shall first be approved by the state board of education

State of Nevada Statutes

Title 27 – Public Property and Purchasing

Chapter 232 Purchasing: Local Governments

General Provisions

§ NRS 332.015 "Local government" defined.

For the purpose of this chapter, unless the context otherwise requires, "local government" means:

1. Every political subdivision or other entity which has the right to levy or receive money from ad valorem taxes or other taxes or from any mandatory assessments, including counties, cities, towns, school districts and other districts organized pursuant to chapters 244, 309, 318, 379, 450, 473, 474, 539, 541, 543 and 555 of NRS.
2. The Las Vegas Valley Water District created pursuant to the provisions of chapter 167, Statutes of Nevada 1947, as amended.
3. County fair and recreation boards and convention authorities created pursuant to the provisions of NRS 244A.597 to 244A.655, inclusive.
4. District boards of health created pursuant to the provisions of NRS 439.370 to 439.410, inclusive.
5. The Nevada Rural Housing Authority.

§ NRS 332.195 Joinder or mutual use of contracts by local governments.

1. A governing body or its authorized representative may join or use the contracts of other local governments located within or outside this state with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the local government which joins or uses the contract.
2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

§ NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency or local fire department; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:
 - (m) Supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this state

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency

and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC). By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor (Miracle Recreation). However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

- Conducting research and surveys
- Developing specifications for each product/service
- Soliciting vendor participation
- Issuing specifications documents
- Conducting pre-bid/pre-proposal conferences
- Opening bid/proposal responses
- Evaluating responses
- Issuing Vendor Contracts awarded by the H-GAC Board of Directors
- Certifying contract validity
- Contracts Administration

Interlocal Contract Renewals

Provisions of the Interlocal Cooperation Act provide for annual renewal of Interlocal Contracts. The contract document issued by HGACBuy contains a provision for automatic annual renewal. Unless an updated contract document is requested, or statutory change occurs, the initial enactment could remain in effect in perpetuity. A permanent identification number is assigned to each End User contract.

Purchasing Statutes Applied to H-GAC Competitive Bid Process

Products offered through HGACBuy have been subjected to either the competitive bid or competitive proposal format based on Texas statutes for Councils of Governments under the Local Government Code Chapter 252. The 76th Legislature, Regular Session, added language that stipulates Councils of Governments shall specifically use "municipal bidding statutes". As administrator, H-GAC's rules of governance apply. In evaluating bid and proposal responses, HGACBuy takes into account any prospective contractor's ability to meet performance requirements. Factors considered include number and location of sales/service facilities, depth of staff, qualifications of technical support personnel, and business continuity. Contractors are expected to service all End Users participating in the Program wherever possible, practical, and not contrary to franchise or dealership agreements.

H-GAC Board of Directors Awards All Contracts

The Board of Directors composed of 35 elected officials awards all H-GAC cooperative purchasing contracts. As a political subdivision of the State of Texas, Board agenda are publicly posted in advance of public meetings. Board meetings are customarily held on the third Tuesday of each month in H-GAC Conference Room A, Second floor, 3555 Timmons Lane, Houston. The Houston-Galveston Area Council is one of Texas' 24 regional councils of governments.

Steps To Placing Purchase Orders Through HGACBuy

Step 1: (first time only) Execute the "Interlocal Contract" (ILC) and return 2 wet signed copies to H-GAC via mail. H-GAC will sign two copies and return one to the End User for their records. The ILC may be faxed to 713-993-4548 for expedited processing.

Step 2: Obtain specific product plans and quotes from Miracle Playground Sales, your local Miracle Recreation, HAGS, Fibar and Xccent representative at (800) 264-7225 or sales@miracleplayground.com.

Step 3: Prepare and submit your purchase order directly to:

Miracle Recreation c/o Miracle Playground Sales
9196 Stellar Ct

Corona CA, 92883
(800) 264-7225 Phone
(951) 676-8706 Fax
sales@miracleplayground.com

A copy of the order along with a copy of the Miracle Recreation written quotation shall be faxed or mailed to HGACBuy at FAX: 713-993-4548. Orders should include specific details regarding the purchase (i.e., name of the End User's contact person, shipping/delivery instructions, and installation details, if any). Miracle Recreation will then invoice End User for all purchases, and End User will pay the contractor directly following delivery and acceptance.

NOTE: Performance Bond

HGACBuy's contractual requirements no longer include a Performance Bond, and bid pricing should reflect this cost saving. However, Miracle Recreation must be prepared to offer a Performance Bond to cover any specific order, if so requested by End User. Miracle Recreation shall quote a price of 2.5% of the total order to End User for provision of any requested Performance Bond. If Performance Bond is requested by End User for a particular order, Miracle Recreation agrees to furnish the Performance Bond within ten (10) days of receipt of End User's purchase order.

HGACBuy Order Confirmation

On most contracts, when a copy of a purchase order is received (see Step 3 above), HGACBuy staff prepares an Order Confirmation, which is then sent to the Member and Miracle Recreation - authorizing Miracle recreation to proceed with the order. This Order Confirmation indicates that Miracle Recreation does have a valid contract with HGACBuy for the products contained on the order. Actual pricing is not verified on the Order Confirmation. For pricing verification prior to issuing the purchase order, contact HGACBuy staff.

Remitting End User Payments For Products and Services Rendered

The prompt payment requirements for products and services rendered through cooperative purchasing states that "...upon delivery of the goods and services purchased, and presentation by Miracle Recreation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay Miracle

Recreation the full amount of the invoice. All contracts between HGACBuy and Miracle Recreation require prompt payment upon delivery of products/services to an End User.

Ownership Passes Directly From Miracle Recreation to End Users

HGACBuy does not at any time take title to any product. Miracle Recreation assigns ownership directly to End Users.

Reimbursement of HGACBuy's Operational Costs

The HGACBuy program is solely funded through the assessment of an administrative fee paid by Miracle Recreation on each order.

End Users Invited to Attend Pre-Bid Conferences

HGACBuy schedules publicly announced pre-bid/pre-proposal specification conferences with manufacturers, distributors, representatives, and dealers for the various product categories offered. These conferences, held throughout each year, are widely attended by the various industry groups represented in the Program. End Users are invited to attend these conferences also.

3-Way Partnership At Work

The three-way partnership between HGACBuy, Program End Users, and Miracle Recreation is a very important relationship that provides vital links to ensure effective cooperative results. Clear, concise communication is essential to making the partnership effective and successful. The contact path includes all three parties: HGACBuy, End User, and Miracle Recreation.

H-GAC's Role:

HGACBuy's role is to conduct product research and surveys, write technical specifications, conduct pre-bid conferences, open bids, and evaluate responses. After contracts are awarded by the H-GAC Board, HGACBuy certifies contract validity, and administers contracts.

The End User's Role: End Users are expected to consult with Miracle Recreations'

representatives for the purpose of determining the exact requirements needed to serve constituents. End Users work with Miracle Recreation's representatives to detail and complete all documentation required when submitting purchase orders.

Miracle Recreation's Role:

HGACBuy relies upon Miracle Recreation and its local representatives to quickly respond to End User inquiries that provide detailed product information and pricing, including priced options for specific products. Miracle Playground Sales will work closely with each End User to meet specific constituent needs.

H-GAC's Bid Notices

The Program's Coordinator for Specifications & Bids directs the bid/proposal cycle for products and services that HGACBuy desires to place under contract on behalf of Members. The near term schedule of procurements is posted on the HGACBuy website under Bid Notices.

Distribution of H-GAC Product Specifications

Product/service specifications and Invitations To Submit Competitive Bids/Proposals are distributed by email to all prospective responders that HGACBuy is aware of. The documents are also posted on the HGACBuy website, and the legally required notices are posted in newspapers, including minority-emphasis publications.

End User Benefits

HGACBuy offers significant benefits to participating End Users whether large, medium, or small size.

- Expedited procurement
- Volume purchasing discounts
- On-duty professional staff assistance
- Research and development of technical specifications
- Contract administration

Contacting HGACBuy

3555 Timmons Ln, Suite 120
Houston, TX 77027
Phone: 800-926-0234

Fax: 713-993-4548

Web: www.HGACBuy.org

Individual staff phone numbers and emails may be found on the HGACBuy website under Program Staff.

JOINING HGACBUY BY EXECUTING AN INTERLOCAL CONTRACT (ILC)

In order to participate in HGACBuy, you must:

1. Be a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service); and
2. Possess legal authority to enter into the Contract.

End User warrants that both requirements are fulfilled by execution of an ILC.

Steps For Completion And Processing:

Step 1:

Print two copies of the appropriate HGACBuy ILC Form and fill in all required information, including the date your governing body authorized the ILC.

Step 2:

Secure signature by an individual with authority to contractually bind your entity.

Step 3:

Send both documents **with original signatures** to HGACBuy at the address indicated on the ILC Form.

Step 4:

HGACBuy will execute both copies of the contract and return one to you.

Special Requirements For Non-Profit Corporations:

Qualifying non-profit corporations providing one or more government services (e.g. Volunteer Fire Departments, Emergency Medical Services) must also submit the following items together with the ILC documents:

Copy of 501(c)(3) Form

Copy of Charter and By-Laws highlighting section(s) demonstrating that your organization performs a governmental service.

A letter describing the governmental service(s) that your organization performs. (This requirement does not apply to Volunteer Fire Departments or organizations providing Emergency Medical Services).

Fax copies of Interlocal Contracts will be accepted and processed subject to the same requirements as original documents.

FREQUENTLY ASKED QUESTIONS

Q: What is H-GAC?

A: The Houston-Galveston Area Council (H-GAC) is a regional council of governments operating under the laws of the State of Texas and governed by a board comprised of 35 elected officials from the 13 county region. The H-GAC Board awards all contracts, which can then be made available to local governments nationwide thru HGACBuy.

Q: How does HGACBuy work?

A: Government entities join by executing an Interlocal Contract to participate in HGACBuy. This document sets out the conditions, requirements and processes through which an entity's purchase orders are received, confirmed to contract and processed.

Q: Can my entity purchase through HGACBuy?

A: The Texas Interlocal Cooperation Act permits joint participation by local governments, states, state agencies, and certain non-profit corporations. Most states have interlocal cooperation authority or other joint power provisions that allow participation in cooperative activities.

Q: I have to advertise for bids therefore I can't purchase thru HGACBuy.

A: HGACBuy uses mass circulation, minority emphasis print media, and Internet

services to post legal notices and bid solicitations. Therefore, posting of public notices to solicit bids and the formal competitive bid process are satisfied thru HGACBuy procedures.

Q: What other services are offered through the HGACBuy program?

A: Researching products, writing specifications, holding pre-bid conferences, assisting with order placement, contacting vendor reps, helping to resolve order issues, and reviewing and certifying purchase orders to confirm compliance with any specific HGACBuy contract.

Q: What is the difference between HGACBuy and some other cooperatives?

A: HGACBuy is a unit of local government and a political subdivision of the State of Texas. The HGACBuy Program is over 30 years old and specializes in high ticket, capital intensive, products and services that require technical, detailed specifications and extensive professional skills to evaluate bid responses. All products offered through HGACBuy have been awarded by virtue of a public competitive process. There are no annual membership dues required to purchase thru HGACBuy.

Q: Where do I find information on products offered through HGACBuy?

A: Access HGACBuy's web site at www.hgacbuy.org for a complete listing of products with descriptions and prices and/or contractors and contacts.

Q: What products are available thru HGACBuy?

A: Primarily, products that are utilized in Public Safety, Public Works, and Communications, in addition to professional consulting, personnel and financing services. A wide variety of capital equipment is under contract, and thru a unique feature of HGACBuy it can be customized through the use of published and unpublished options to fit your specifications and requirements.

Q: Can I purchase on-line?

A: Because of the nature of most of the products and services we have under contract, we prefer that you speak with a contractor's representative and get a detailed price quote before placing an order. This is to insure that you get what you want, configured

like you want it. Use the HGACBuy website to for basic information and to get the contractor's telephone and email address. After you receive your written quotation and have reviewed it, prepare your purchase order to the Contractor and fax a copy to HGACBuy.

Q: What does it cost to join HGACBuy? How is HGACBuy funded?

A: HGACBuy is a self-funded "Enterprise Fund" government agency, self-supported thru an administrative fee assessed to the contractor. An "Order Processing Charge" (Administrative Fee) will appear on quotation forms for purchases of motor vehicles in the State of Texas in accordance with State of Texas, Department of Transportation - Division of Motor Vehicles requirements.

Q: What are the benefits of HGACBuy? I want to inform my elected officials and staff:

A: We give you access to volume purchasing and discounts. • We put over 200 years of combined purchasing experience to work on your behalf. • We write technical specifications eliminate the need to hire consultants for that purpose. • We absorb the costs associated with publishing legal notices. • We offer you an expedited procurement process so you need not be delayed for months preparing specifications and satisfying all of the other requirements for competitive bids and proposals.

CURRENT USERS OF H-GAC

End User	City
Baldwin Park, City of (CA)	Baldwin Park
Berkeley, City of (CA)	Berkeley
Chico, City of (CA)	Chico
Contra Costa Community College District (CA)	Martinez
Coronado, City of (CA)	Coronado
Fortuna, City of (CA)	Fortuna
Fresno, City of (CA)	Fresno
Gardena, City of (CA)	Gardena
Glendale, City of (California)	Glendale
Humboldt Community Services District (CA)	Eureka
Long Beach Public Transportation Co. (CA)	Long Beach
Los Angeles Unified School District (CA)	Pico Rivera
Manteca, City of (CA)	Manteca
Mendocino, County of (CA)	Ukiah

Monrovia, City of (CA)	Monrovia
Palm Springs, City of (CA)	Palm Springs
Placer County Water Agency (CA)	Auburn
Placer, County of (CA)	Auburn
Porterville, City of (CA)	Porterville
Rancho Cucamonga, City of (CA)	Rancho Cucamonga
Riverside, City of (CA)	Riverside
Sacramento, City of (CA)	Sacramento
Salinas, City of (CA)	Salinas
San Buenaventura, City of (CA)	Ventura
San Diego, County of	San Diego
San Luis Obispo, County of (CA)	San Luis Obispo
San Mateo, City of (CA)	San Mateo
San Miguel Consolidated Fire Protection District (CA)	Spring Valley
Shasta County (CA)	Redding
South Tahoe Public Utility District (CA)	South Lake Tahoe
Stanislaus County (CA)	Modesto
State Center Community College (CA)	Fresno
Truckee, Town of (CA)	Truckee
Ukiah, City of (CA)	Ukiah
Ventura, County of (CA)	Ventura
Wasco, City of (CA)	Wasco

End User	City
Avondale, City of (AZ)	Avondale
Buckeye, Town of (AZ)	Buckeye
Casa Grande, City of (AZ)	Casa Grande
Cave Creek, Town of (AZ)	Cave Creek
Chandler, City of	Chandler
Coolidge, City of (AZ)	Coolidge
El Mirage, City of (AZ)	El Mirage
Florence, Town of (AZ)	Florence
Gilbert, Town of (AZ)	Gilbert
Glendale, City of (AZ)	Glendale
Goodyear, City of (AZ)	Goodyear
Lake Havasu City (AZ)	Lake Havasu
Marana, Town of (AZ)	Marana
Maricopa, City of (AZ)	Maricopa
Metro Water District (AZ)	Tucson
Mohave County (AZ)	Kingman
Nogales, City of (AZ)	Nogales
Northwest Fire District (AZ)	Tucson
Oro Valley, Town of (AZ)	Oro Valley

Page, City of (AZ)	Page
Payson, Town of (AZ)	Payson
Peoria, City of (AZ)	Peoria
Phoenix, City of (AZ)	Phoenix
Prescott Valley, The Town of (AZ)	Prescott Valley
Prescott, City of (AZ)	Prescott
Queen Creek, Town of (AZ)	Queen Creek
San Luis, City of (AZ)	San Luis
Scottsdale, City of (AZ)	Scottsdale
Sedona, City of (AZ)	Sedona
Show Low, City of (AZ)	Show Low
Sierra Vista, City of (AZ)	Sierra Vista
Somerton, City of (AZ)	Somerton
Sun City West Fire District (AZ)	Sun City West
Sun Lakes Fire District (AZ)	Sun Lakes
Sunsites-Pearce Volunteer Fire Department (AZ)	Pearce
Surprise, City of (AZ)	Surprise
Tempe, City of (AZ)	Tempe
Tucson Airport Authority (AZ)	Tucson
Wellton, Town of (AZ)	Wellton
Wickenburg, Town of (AZ)	Wickenburg
Yuma County (AZ)	Yuma
Yuma, City of (AZ)	Yuma

End User	City
Carson City, City of (NV)	Carson City
Henderson, City of (NV)	Henderson
Nye County (NV)	Tonopah

PARK AND PLAYGROUND EQUIPMENT CONTRACT INFORMATION

Contract No.: PR11-08

Effective Date: Nov 1, 2008 to Oct 31, 2010

RE: Playground and safety surfacing equipment:

- (1) Equipment shall be in compliance with CPSC safety standards as expressed in CPSC Publication No. 325: Handbook for Public Playground Safety (most recent version) and ASTM F1487: Standard Consumer Safety Performance Specification for Playground Equipment for Public Use (or most current version).
- (2) Playground equipment manufacturers possess IPEMA certification. Surfacing manufacturers shall possess IPEMA certification OR shall provide evidence of compliance to the following ASTM standards: for wood surfacing: F2075: Standard Specification for Engineered Wood Fiber for Use as Playground Safety Surface Under and Around Playground Equipment and F1292: Standard Specification for Impact Attenuation of Surface Systems, Under and Around Playground Equipment (most current versions).
- (3) Dealers shall have capability of passing a formal NPSI-CPSI audit if required by HGAC member (by dealer's in-house CPSI certified staff or by third party CPSI-certified auditor).

PRODUCT CODE	MANUFACTURER - CATALOG/PRICE SHEET	CONTRACTOR	DISCOUNT
PR20	Fibar Systems (The Fibar Group, LLC): Fibar Systems Playground Surfacing Systems Catalog <ul style="list-style-type: none">- Engineered wood fiber systems- Pour In Place Rubber Surfacing	Miracle Recreation	5%
PR25	Hags Aneby AB: Hags USA Catalog	Miracle Recreation	5%
PR36	Miracle Recreation Equip. Co.: Recreation and Playground Catalog	Miracle Recreation	15%
PR87	Xccent, Inc.: Xccent Catalog	Miracle Recreation	5%

PRODUCTS AND SERVICES AVAILABLE

Services in Contract

Installation of Miracle Hags or Xccent – 30% of list price

Freight and Tax added based on dollars, weight and distance

Installation of Fibar Engineered Wood Fiber – quoted per job

Installation of Pour In Place Rubber Surfacing – Included in price above

Related Extra Services

Can be added to contract up to 25% of the list price of the Products and Services in Contract.

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INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: 09-2331 Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of MORENO VALLEY, CA, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * P.O. Box 88005, MORENO VALLEY, CA 92552

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * 5/12/09 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * July 1st, 2009 and ends * JUNE 30th, 2010. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* CITY of MORENO VALLEY
 Name of End User (local government, agency, or non-profit corporation)

* P.O. Box 88005
 Mailing Address

* MORENO VALLEY CA 92552
 City State ZIP Code

* By: [Signature]
 Signature of chief elected or appointed official

Rix SKONBERG 11/30/09
 Typed Name & Title of Signatory Date
PURCHASING & FACILITIES Mgr.

Houston-Galveston Area Council
 3555 Timmons Lane, Suite 120, Houston, TX 77027

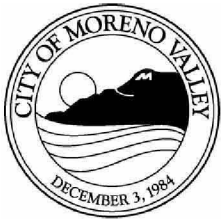
By: [Signature]
 Executive Director

Date: 12-21-09

Attest: [Signature]
 Manager

Date: DEC 15, 2009

*Denotes required fields



APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 13, 2011

TITLE: OFFER OF DEDICATION FOR RIGHT OF WAY FOR APN 475-272-054 - IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD
PROJECT NO. 06-50182625-2

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute the Offer of Dedication for right of way for APN 475-272-054.
2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

BACKGROUND

On May 25, 2010 the City Council approved acquisition of the entire property APN 475-272-054, located at 11987 Davis Street in Moreno Valley in order to attain the required right of way for the Ironwood Avenue street improvements project from Heacock Street to Perris Boulevard and the Southern California Edison power pole relocation. The City acquired title to the property on July 29, 2010. The house on the property was demolished in May 2011 to make way for the proposed improvements. The property was acquired utilizing TUMF funds due to the direct transportation corridor related improvements that are required.

DISCUSSION

The improvements fronting this property along Ironwood Avenue and Davis Street will include a new curb ramp, sidewalks, and the relocation of power poles fronting Ironwood Avenue. The ultimate public right of way will be 44 feet from the centerline along Ironwood Avenue and 33 feet from the centerline along Davis Street at the northwest corner. The ultimate improvements at the northwest corner of Ironwood Avenue and Davis Street, abutting to this property will occupy 2,534 square feet. Since the City, as a municipal corporation, bought the property, it is required to execute the Offer of Dedication for a right of way easement for public roadway purposes in order to construct public improvements utilizing dedicated transportation related funds. The street improvements will be accepted into and become a part of the City maintained system.

The remainder portion of APN 475-272-054 is considered as excess and is being processed for a potential Surplus Land Sale. Once the Offer of Dedication is executed by the City Manager, the document will be forwarded to the City Engineer to execute the Acceptance Certificate as authorized by Resolution 94-5.

ALTERNATIVES

1. Authorize the City Manager to execute the Offer of Dedication for right of way for APN 475-272-054, and direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would allow for the necessary public improvements at this location.*
2. Do not authorize the City Manager to execute the Offer of Dedication for right of way for APN 475-272-054, and do not direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would not allow for the necessary public improvements at this location.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

Public Facilities and Capital Projects – Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Notification was provided through publication of the agenda.

ATTACHMENTS

Attachment A – Location Map

Attachment B – Offer of Dedication with Acceptance Certificate

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

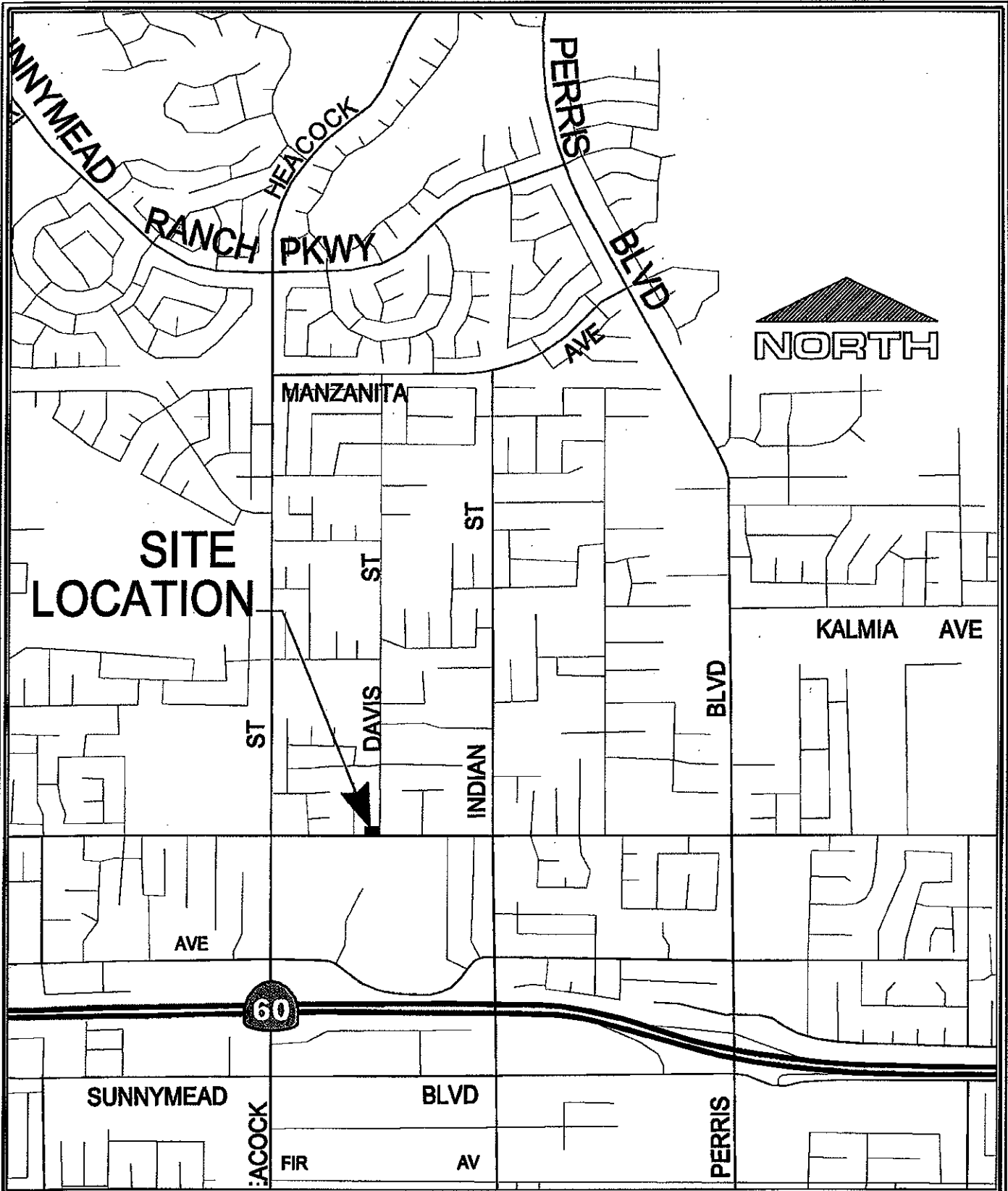
Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

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\Real Property\Right of Way Dedication\Offer of Dedication Staff Report APN 475-272-054.doc

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LOCATION MAP

Scale: None

ATTACHMENT "A"

11987 DAVIS STREET

APN 475-272-054

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Recording requested by and when recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley
By:
A.P.N. 475-272-054

(Space above this line for Recorder's use)
DOCUMENTARY TRANSFER TAX IS NONE.
Public Agency exempt.
Revenue and Taxation Code Section 11922

OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF MORENO VALLEY, A MUNICIPAL CORPORATION

GRANTOR(S) hereby irrevocably offer(s) to DEDICATE to the CITY OF MORENO VALLEY, a municipal corporation, for themselves, successors or assigns a perpetual easement and right of way, subject to the completion of improvements, for public highway purposes, including public utility and public service facilities over, under, upon, across, and within the real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

All as described in the attached legal description and illustrated on the plats attached hereto and marked Exhibits "A" and "B", respectively.

City of Moreno Valley, a Municipal Corporation

By: _____
HENRY GARCIA, City Manager

Date _____

ATTESTS:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Date _____

Attachment "B"

ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the deed or grant dated **September 13, 2011** from the **City of Moreno Valley, a municipal corporation**, to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted, subject to completion of improvements, and the street improvements being accepted into and becoming a part of the City maintained street system, by the undersigned City Engineer on behalf of the City of Moreno Valley, pursuant to authority conferred by Resolution No. 94-5 of the City Council of Moreno Valley, adopted on January 25, 1994, and the grantee consented to recordation thereof.

Date: _____

By: _____
Chris A. Vogt, P.E.
Public Works Director/City Engineer
City of Moreno Valley

EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF MORENO VALLEY
OFFER OF DEDICATION

THAT CERTAIN PARCEL OF LAND BEING A PORTION OF THE LAND DESCRIBED IN GRANT DEED RECORDED JULY 29, 2010 AS DOCUMENT NO. 2010-0354258, OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN SAID DOCUMENT NO. 2010-0354258, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF IRONWOOD AVENUE (30 FOOT HALF-WIDTH) AS SHOWN ON THE MAP OF MORENO ACRES, RECORDED IN BOOK 11, PAGE 53 OF MAPS, RECORDS OF SAID COUNTY;

THENCE NORTH 00°07'15" EAST ALONG THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID DOCUMENT NO. 2010-0354258, A DISTANCE OF 14.00 FEET TO A LINE PARALLEL WITH AND 14.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY RIGHT-OF-WAY;

THENCE NORTH 89°50'30" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 108.60 FEET;

THENCE NORTH 46°15'22" EAST, A DISTANCE OF 33.12 FEET TO A LINE PARALLEL WITH AND 10.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINES OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED FEBRUARY 3, 1986 AS INSTRUMENT NO. 26059, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 00°06'30" EAST ALONG SAID LAST MENTIONED PARALLEL LINE, A DISTANCE OF 18.86 FEET TO THE NORTH LINE OF THE LAND DESCRIBED IN SAID DOCUMENT NO. 2010-0354258;

THENCE NORTH 89°50'30" EAST ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN SAID INSTRUMENT NO. 26059, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY OF DAVIS STREET (23.00 FOOT HALF-WIDTH PER SAID INSTRUMENT NO. 26059);

THENCE SOUTH 00°06'30" WEST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 40.60 FEET TO THE AN ANGLE POINT IN THE WESTERLY LINES OF SAID INSTRUMENT NO. 26059;

THENCE SOUTH 53°08'47" WEST ALONG SAID WESTERLY LINES, A DISTANCE OF 24.93 FEET TO THE SOUTHWEST CORNER OF SAID INSTRUMENT NO. 26059, SAID POINT ALSO BEING ON SAID NORTHERLY RIGHT-OF WAY;

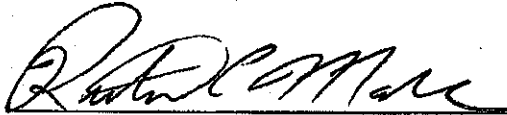
THENCE SOUTH 89°50'30" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 122.57 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2,534 SQUARE FEET (0.0582 ACRES), MORE OR LESS.

JULY 21, 2011
PAGE 1 OF 2
Exhibit "A"

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


07/21/11
RICHARD C. MAHER, P.L.S. 7564 DATE
THIS DOCUMENT PRELIMINARY UNLESS SIGNED

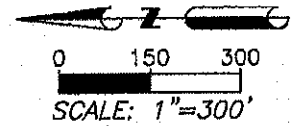


JULY 21, 2011
PAGE 2 OF 2

EXHIBIT "B"

SHEET 1 OF 2

CITY OF MORENO VALLEY RIGHT-OF-WAY DEDICATION INDEX SHEET



LEGEND:



= A.P.N. 475-272-054
CITY OF MORENO VALLEY

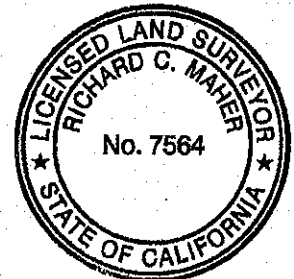
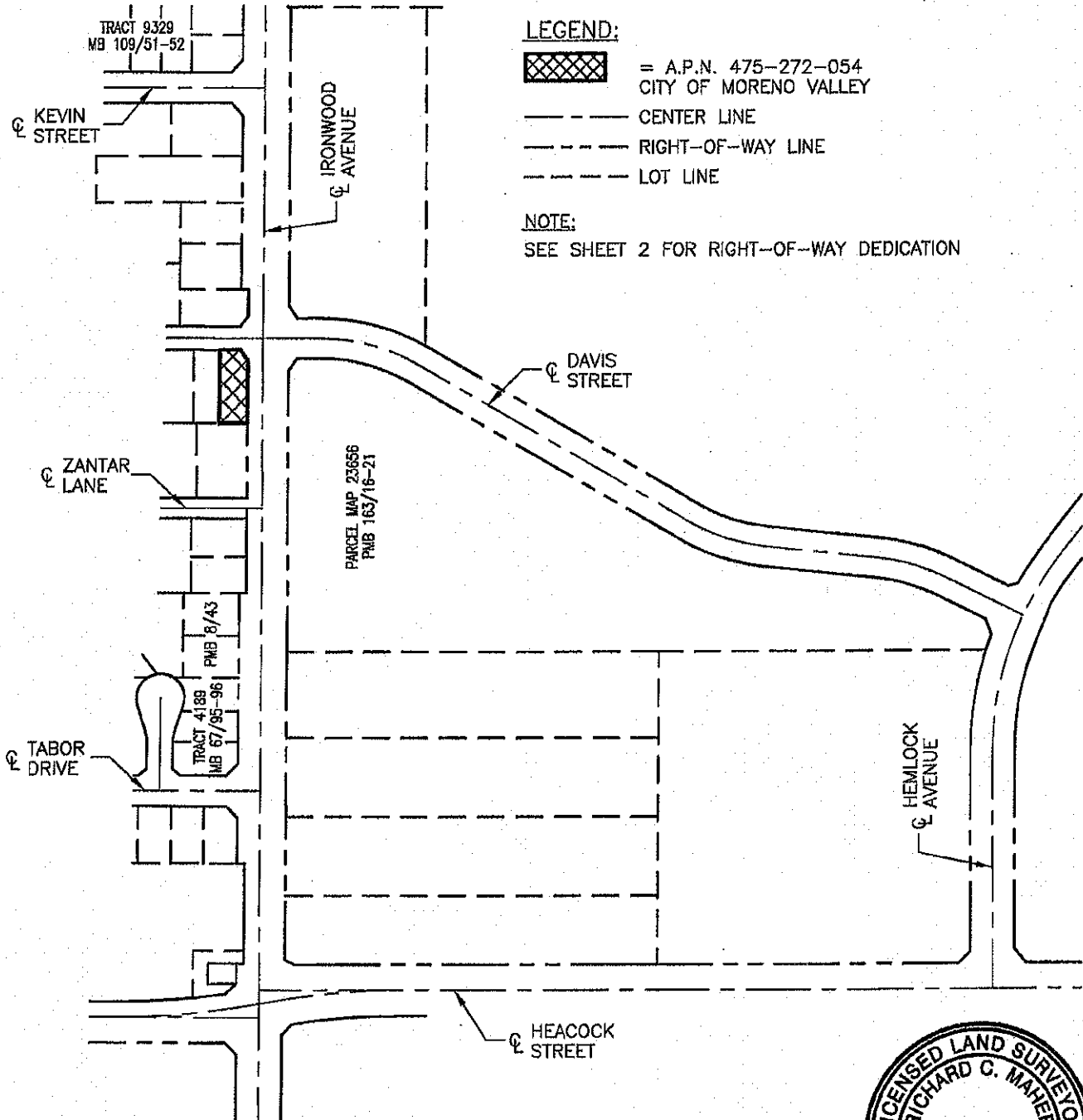
--- CENTER LINE

--- RIGHT-OF-WAY LINE

--- LOT LINE

NOTE:

SEE SHEET 2 FOR RIGHT-OF-WAY DEDICATION



KDM Meridian

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

Richard C. Maher 07/21/11

RICHARD C. MAHER, PLS 7564 (CA)

Exhibit "B" THIS DOCUMENT PRELIMINARY UNLESS SIGNED

EXHIBIT "B"

SHEET 2 OF 2

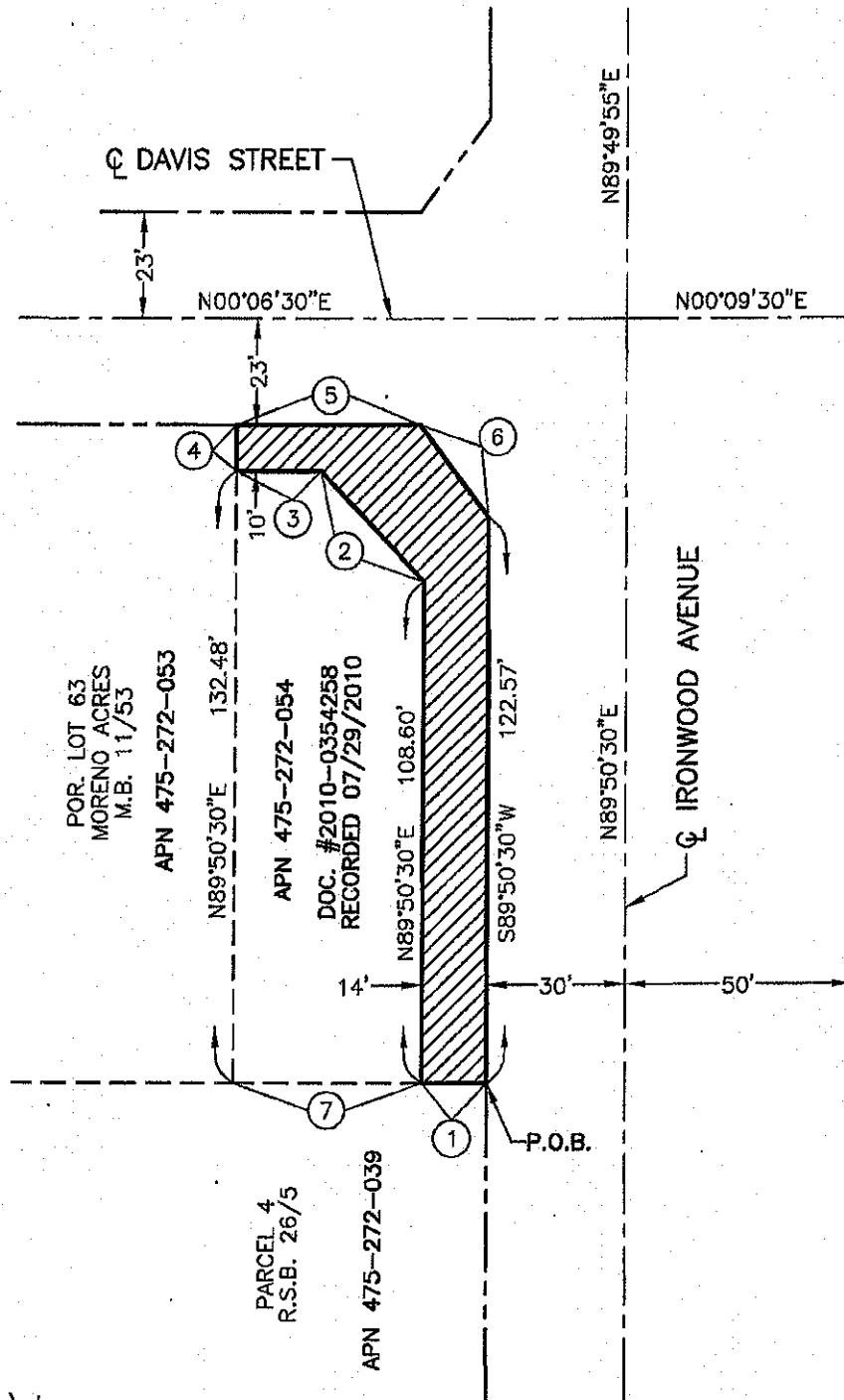
CITY OF MORENO VALLEY RIGHT-OF-WAY DEDICATION



0 20 40
SCALE: 1"=40'

LEGEND:

- LIMITS OF DEDICATION
- P.O.B.** = POINT OF BEGINNING
- CENTER LINE
- - - RIGHT-OF-WAY LINE
- - - LOT LINE



LINE DATA TABLE		
①	BEARING	DISTANCE
1	N00°07'15"E	14.00'
2	N46°15'22"E	33.12'
3	N00°06'30"E	18.66'
4	N89°50'30"E	10.00'
5	S00°08'30"W	40.60'
6	S53°08'47"W	24.93'
7	N00°07'15"E	41.50'

AREA OF DEDICATION:

2,534 SQ. FT. (0.0582 AC.) ±



KDM Meridian

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

A.P.N. 475-272-054

Project: 08-LAN-03
Parcel Map Check

Tue July 19 14:52:04 2011

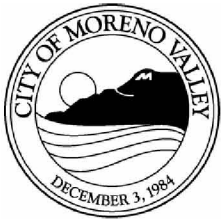
Parcel name: 475-272-054 ROW

North: 12639.5204	East : 11194.1344
Line Course: N 00-07-15 E	Length: 14.00
North: 12653.5204	East : 11194.1639
Line Course: N 89-50-30 E	Length: 108.60
North: 12653.8205	East : 11302.7635
Line Course: N 46-15-22 E	Length: 33.12
North: 12676.7208	East : 11326.6906
Line Course: N 00-06-30 E	Length: 18.66 /
North: 12695.3808	East : 11326.7259
Line Course: N 89-50-30 E	Length: 10.00 /
North: 12695.4084	East : 11336.7259
Line Course: S 00-06-30 W	Length: 40.60 /
North: 12654.8085 /	East : 11336.6491
Line Course: S 53-08-47 W	Length: 24.93
North: 12639.8562	East : 11316.7008
Line Course: S 89-50-30 W /	Length: 122.57
North: 12639.5175	East : 11194.1313

Perimeter: 372.48 Area: 2,534 sq.ft. 0.0582 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0042 Course: S 46-11-34 W
Error North: -0.00293 East : -0.00306
Precision 1: 88,685.71

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 13, 2011

TITLE: MORRISON PARK FIRE STATION – OFFER OF DEDICATION – PROJECT NO. 11-43472527 LOCATED ON MORRISON STREET NORTH OF COTTONWOOD AVENUE

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute the Offer of Dedication on Morrison Street north of Cottonwood Avenue.
2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

BACKGROUND

On March 23, 2010, the City Council awarded the agreement for Design Professional Consultant Services to Provide Architectural and Engineering Services (A&E) for the Morrison Park Fire Station to STK Architecture. The Agreement requires that the consultant obtain approval from the various City departments as part of the design phase of the project. On May 2, 2011, the project received final Conditions of Approval (Planning Application PA10-0032) that require the owner, City of Moreno Valley, a municipal corporation, to record an Offer of Dedication for additional right-of-way at the proposed driveways. The additional right-of-way will be at the proposed driveway approach, located on the east side of Morrison Street north of Cottonwood Avenue, in accordance with the City Standard for a commercial driveway approach.

DISCUSSION

The owner, the City of Moreno Valley, is required to dedicate additional right-of-way around the driveway approach at the proposed project entrance on Morrison Street, to accommodate a public sidewalk for pedestrian circulation in accordance with City Standards. The Offer of Dedication is necessary to construct public improvements along the driveway entrance to match the existing street improvements immediately to the north and south of the project. Once the Offer of Dedication is executed by the City Manager, the document will be forwarded to the City Engineer to execute the Acceptance Certificate as authorized by Resolution 94-5.

ALTERNATIVES

1. Authorize the City Manager to execute the Offer of Dedication on Morrison Street north of Cottonwood Avenue and to direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would allow for the necessary public improvements for pedestrian circulation at the proposed driveway location.*
2. Do not authorize the City Manager to execute the Offer of Dedication on Morrison Street north of Cottonwood Avenue and do not direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would not allow for the necessary public improvements for pedestrian circulation at the proposed driveway location.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

Public Facilities and Capital Projects – Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment A – Location Map
Attachment B – Offer of Dedication

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

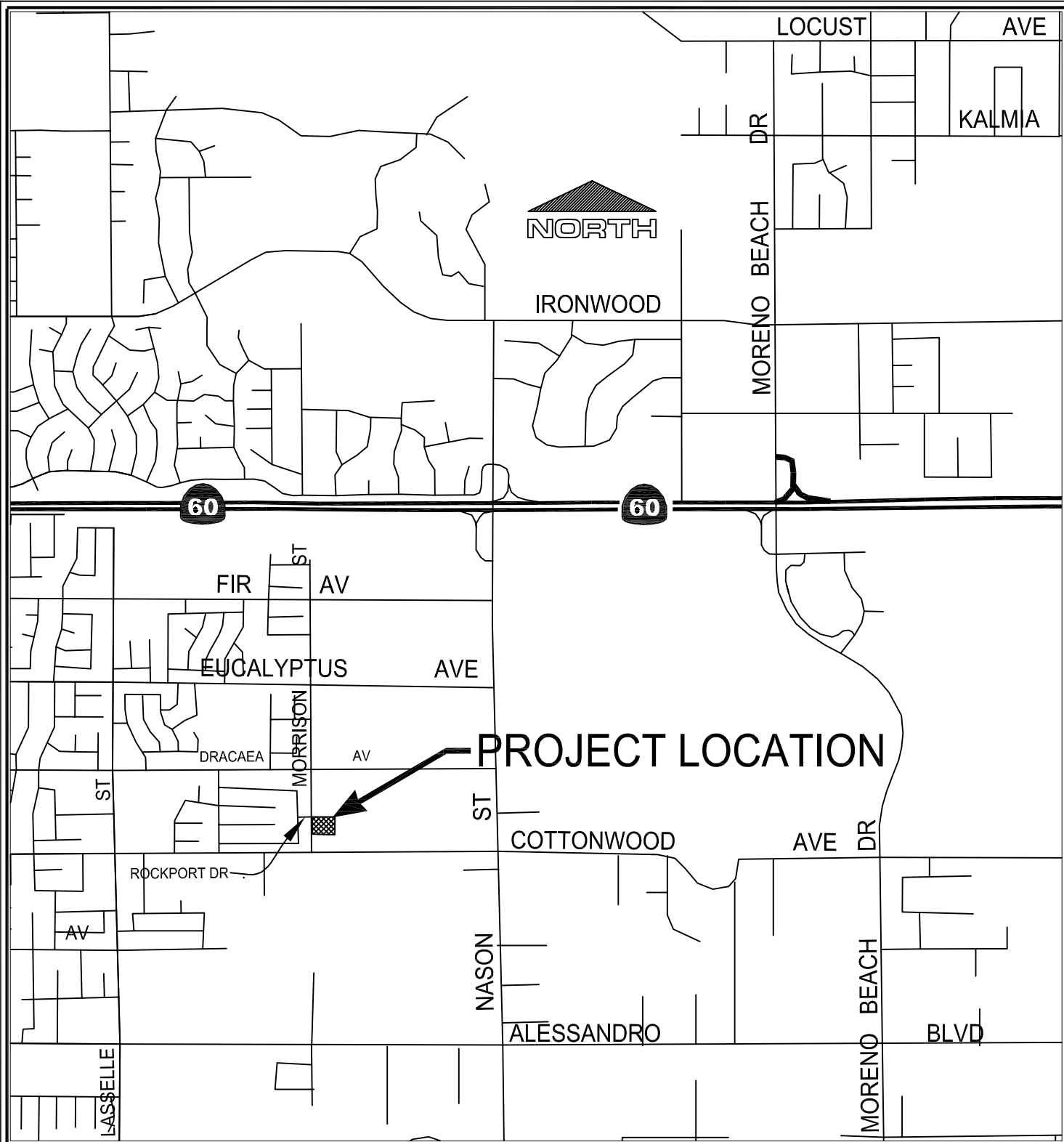
Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

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

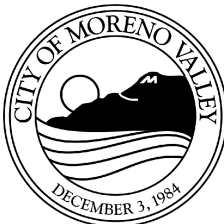
Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Y:\Henry - 11-43472527 - Morrison Park Fire Station\CC Reports\Real Property\PA10-0032 Morrison Park FS Offer of Dedication Report.doc

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LOCATION MAP



Public Works Department
Capital Projects Division

Scale: None

Attachment "A"

Morrison Park Fire Station

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Recording requested by and when recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley
By:
A.P.N. 487-370-017

(Space above this line for Recorder's use)
DOCUMENTARY TRANSFER TAX IS NONE.
Public Agency exempt.
Revenue and Taxation Code Section 11922

OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF MORENO VALLEY, A MUNICIPAL CORPORATION

GRANTOR(S) hereby irrevocably offer(s) to DEDICATE to the CITY OF MORENO VALLEY, a municipal corporation, for themselves, successors or assigns a perpetual easement and right of way, subject to the completion of improvements, for public highway purposes, including public utility and public service facilities over, under, upon, across, and within the real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

All as described in the attached legal description and illustrated on the plats attached hereto and marked Exhibits "A" and "B", respectively.

City of Moreno Valley, a Municipal Corporation

By: _____
HENRY GARCIA, City Manager

Date _____

ATTESTS:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Date _____

Attachment "B"

ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the deed or grant dated **September 13, 2011** from the **City of Moreno Valley, a municipal corporation**, to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted, subject to completion of improvements, and the street improvements being accepted into and becoming a part of the City maintained street system, by the undersigned City Engineer on behalf of the City of Moreno Valley, pursuant to authority conferred by Resolution No. 94-5 of the City Council of Moreno Valley, adopted on January 25, 1994, and the grantee consented to recordation thereof.

Date: _____

By: _____
Chris A. Vogt, P.E.
Public Works Director/City Engineer
City of Moreno Valley

EXHIBIT "A"
RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION

THAT PORTION OF LOT 5, BLOCK 76 OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP NUMBER 1, IN THE CITY OF MORENO VALLEY, STATE OF CALIFORNIA, AS PER MAP RECORDED NOVEMBER 3, 1890 IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA AS DESCRIBED IN THE DEED TO THE MORENO VALLEY COMMUNITY SERVICES DISTRICT RECORDED MARCH 26, 1992 AS INSTRUMENT NUMBER 107003, RECORDS OF RIVERSIDE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE SOUTHWEST CORNER OF THE REAL PROPERTY AS DESCRIBED IN THE QUITCLAIM DEED RECORDED NOVEMBER 2, 2009 AS DOCUMENT NUMBER 2009-0572626, RECORDS OF RIVERSIDE COUNTY;

THENCE ALONG THE WEST LINE OF SAID QUITCLAIM DEED, NORTH 11°02'17" WEST, A DISTANCE OF 47.13 FEET, TO THE **TRUE POINT OF BEGINNING (TPOB)**;

THENCE CONTINUING ALONG THE WEST LINE OF SAID QUITCLAIM DEED, NORTH 11°02'17" WEST, A DISTANCE OF 3.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 956.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°11'17" AN ARC DISTANCE OF 69.88 FEET, SAID CURVE IS ALSO THE WEST LINE OF SAID QUITCLAIM DEED, A RADIAL THROUGH SAID POINT BEARS SOUTH 83°09'00" WEST;

THENCE SOUTH 53°00'26" WEST, A DISTANCE OF 20.47 FEET;

THENCE SOUTH, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 8°36'06" EAST, A DISTANCE OF 39.44 FEET;

THENCE SOUTH, A DISTANCE OF 4.00 FEET;

THENCE SOUTH 43°25'17" WEST, A DISTANCE OF 15.55 FEET TO THE **TRUE POINT OF BEGINNING (TPOB)**;

CONTAINS 846.04 SQUARE FEET (0.02 ACRES), MORE OR LESS.

Exhibit "A"

PARCEL 2

BEGINNING (POB) AT THE NORTHWEST CORNER OF SAID LOT 5;

THENCE ALONG THE NORTH LINE OF SAID LOT 5, SOUTH 89°33'00" WEST, A DISTANCE OF 31.24 FEET;

THENCE SOUTH 1°32'08" WEST, A DISTANCE OF 18.16 FEET;

THENCE SOUTH 0°51'25" EAST, A DISTANCE OF 4.00 FEET;

THENCE SOUTH 45°54'39" WEST, A DISTANCE OF 23.38 FEET TO A POINT ON THE WEST LINE OF THE REAL PROPERTY AS DESCRIBED IN THE QUITCLAIM DEED RECORDED NOVEMBER 2, 2009 AS DOCUMENT NUMBER 2009-0572626, RECORDS OF RIVERSIDE COUNTY, SAID POINT IS ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 956.00 FEET, A RADIAL THROUGH SAID POINT BEARS SOUTH 88°58'03" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°29'03" AN ARC DISTANCE OF 24.77 FEET, TO A LINE PARALLEL AND DISTANT EASTERLY 14.00 FEET, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT 5, SAID CURVE IS ALSO THE WEST LINE OF SAID QUITCLAIM DEED;

THENCE PERPENDICULAR TO THE WEST LINE OF SAID LOT 5, NORTH 89°32'48" WEST, A DISTANCE OF 14.00 FEET TO A POINT OF THE WEST LINE OF SAID LOT 5;

THENCE ALONG THE WEST LINE OF SAID LOT 5, NORTH 00°27'06" EAST, A DISTANCE OF 13.79 FEET TO THE **POINT OF BEGINNING (POB)**;

CONTAINS 709.85 SQUARE FEET (0.02 ACRES), MORE OR LESS.

SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS AND RIGHT OF WAY RECORDS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION


Joshua D. Cospers, P.L.S.
P.L.S. 8774, Exp. 12-31-12

1-11-11
Date



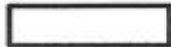




IN THE CITY OF MORENO VALLEY, CA

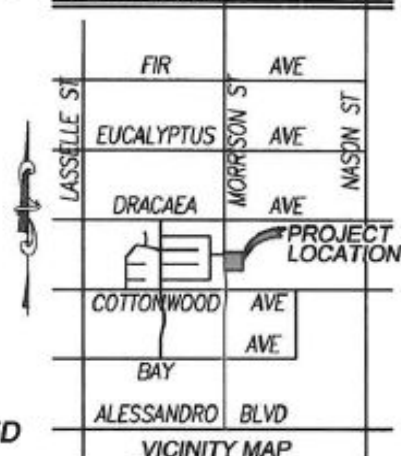
EXHIBIT B

STREET DEDICATION
JANUARY 2011

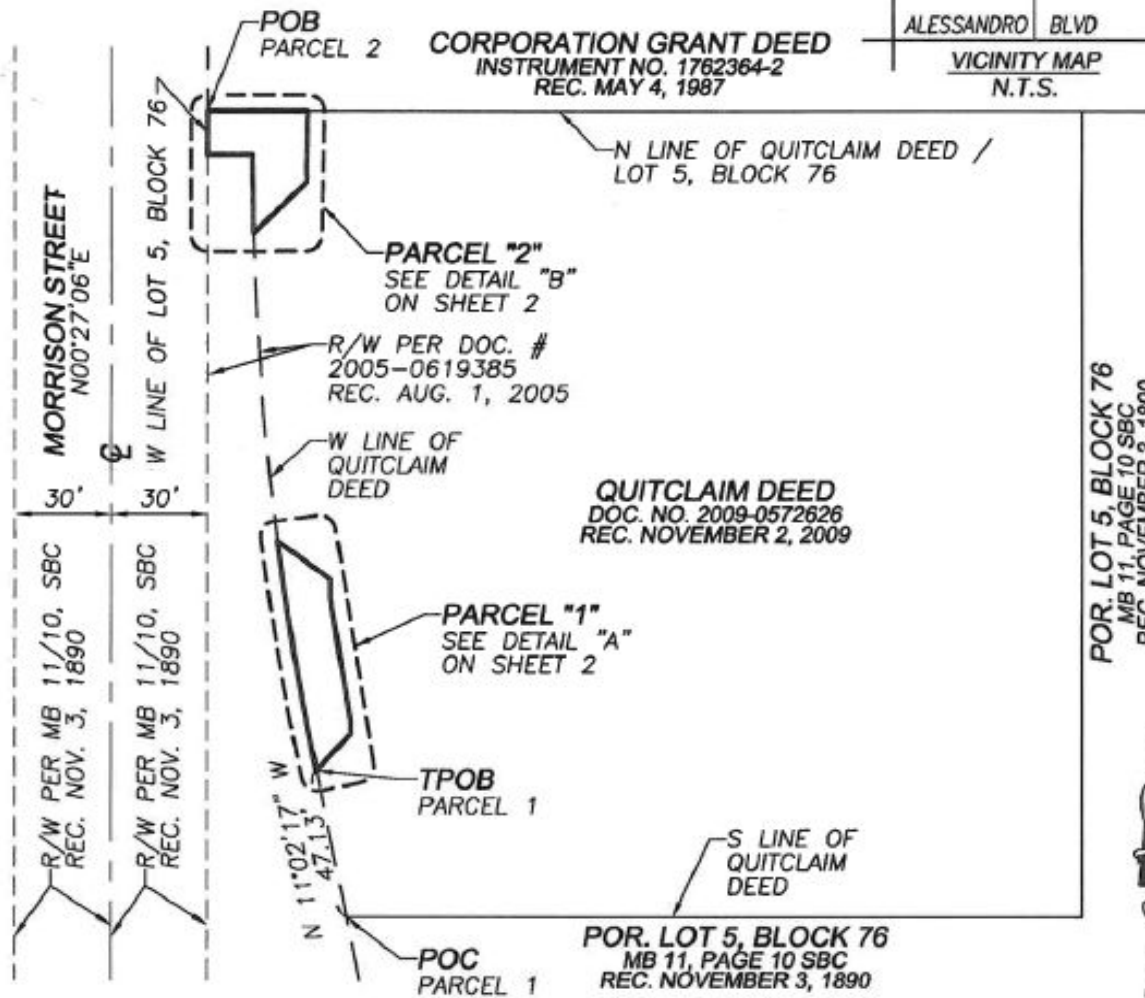
60 FREEWAY

LEGEND

-  LIMITS OF ACQUISITION
-  STREET CENTERLINE
-  EXISTING RIGHT OF WAY
-  ABANDONED LOT LINE
-  LOT LINE

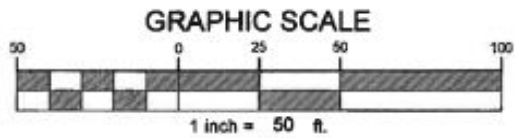


VICINITY MAP
N.T.S.



Prepared by: DMC Design Group
Address: 140 N. Maple Street, Suite 104
Corona, CA 92880

Scale: N/A
Assessor's Parcel Number(s): 487-370-017
Date Exhibit Prepared: 1-11-2011



SHEET 1 OF 2





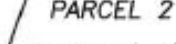
Exhibit "B"

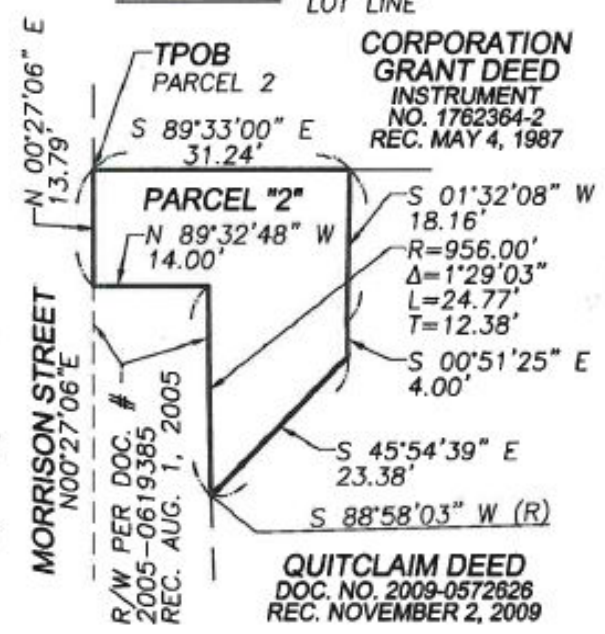
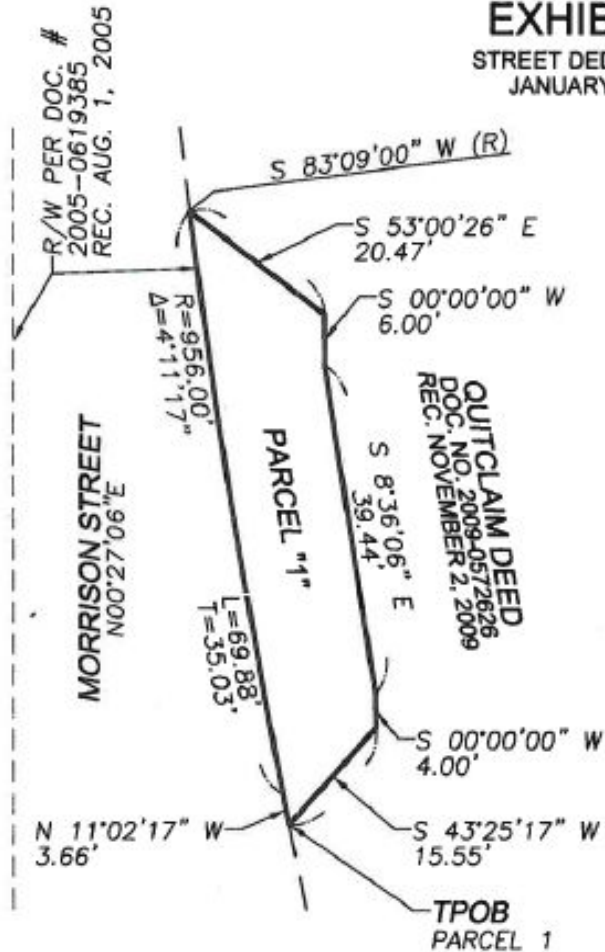
IN THE CITY OF MORENO VALLEY, CA

EXHIBIT B

STREET DEDICATION
JANUARY 2011

LEGEND

-  LIMITS OF ACQUISITION
-  STREET CENTERLINE
-  EXISTING RIGHT OF WAY
-  ABANDONED LOT LINE
-  LOT LINE



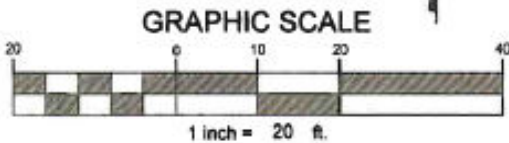
DETAIL "A"
PARCEL "1"
1"=20'

DETAIL "B"
PARCEL "2"
1"=20'

SURVEYOR'S NOTE:

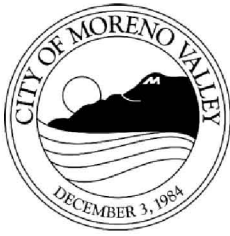
THIS DOCUMENT WAS PREPARED BY ME, OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT

JOSHUA D. COSPER, P.L.S. 8774
EXP. 12-31-12



Prepared by: DMC Design Group
Address: 140 N. Maple Street, Suite 104
Corona, CA 92880

Scale: N/A
Assessor's Parcel Number(s): 487-370-017
Date Exhibit Prepared: 1-11-2011



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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 13, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE LASSELLE/MARGARET TRAFFIC SIGNAL PROJECT NO. 10-12566630

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the Traffic Signal Improvements on Lasselle Street at Margaret Avenue Intersection to J.F.L. Electric, Inc., 8257 Compton Avenue, Los Angeles, CA 90081, the lowest responsible bidder.
2. Authorize the City Manager to execute a contract with J.F.L. Electric, Inc. in the form attached hereto.
3. Authorize the issuance of a Purchase Order to J.F.L. Electric, Inc. for a total amount of \$211,660.00 (\$176,382.63 base bid amount plus 20% 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 J.F.L. Electric, Inc., up to but not to exceed the Purchase Order's total contingency of \$35,277.37, subject to the approval of the City Attorney.

BACKGROUND

The design and construction documents have been prepared by in-house staff as a cost saving solution for the City. In July 2011, the Plans and Specifications were approved by the City Engineer, and the project was advertised for construction bids.

The Planning Division of the Community and Economic Development Department determined on August 5, 2010, that this project is exempt from the California

Environmental Quality Act (CEQA) as it is classified as a Class 1 Categorical Exemption under Section 15301(c) and, therefore, environmental documents are not required.

DISCUSSION

This project will provide for the installation of a new traffic signal at the intersection of Lasselle Street at Margaret Avenue, adjacent to the Vista Del Lago High School. The project will provide a traffic signal to accommodate pedestrians crossing Lasselle Street adjacent to the southerly driveway and pedestrian access gate to the Vista Del Lago High School. The work will also include the removal and construction of new asphalt concrete pavement, curb and gutter, sidewalk, and access ramps, as well as restriping of the intersection, and the installation of signage.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m., on August 23, 2011, for the subject project. The twelve (12) valid bids received are as follows:

<u>CONTRACTORS</u>	<u>Bid Amount</u>
1. J.F.L. Electric, Inc., Los Angeles.	\$176,382.63
2. DBX, Inc., Temecula.....	\$181,261.00
3. California Professional Engineering, Inc., La Puente.....	\$191,929.10
4. Sully-Miller Contracting Company, Brea.....	\$196,179.00
5. PTM General Engineering Services, Inc., Riverside.....	\$198,083.00
6. Steiny & Company, Inc., Baldwin Park.....	\$200,956.00
7. Flatiron Electric Group, Inc., Chino.....	\$203,973.00
8. Unique Performance Construction, Inc., Costa Mesa.....	\$210,260.00
9. Traffic Loops Crackfilling, Inc., Anaheim.....	\$212,696.00
10. VT Electric, Inc., Upland.....	\$213,728.00
11. C.T. & F., Inc., Bell Gardens.....	\$218,997.00
12. Sierra Pacific Electrical Contracting, Riverside.....	\$227,708.00
Engineer's Estimate	\$231,435.00

Staff has reviewed the bid by J.F.L. Electric, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by J.F.L. Electric, Inc. in their bid.

The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid items, as stipulated in the bid documents.

The Contractor will notify, and provide safe ingress and egress to all potentially affected property owners about the construction, as well as law enforcement, the Fire Department, Waste Management of the Inland Empire, the postal service, the school district, and other affected entities. The Contractor will coordinate construction activities with the Principal of Vista Del Lago High School such that impacts to motorists and pedestrians are minimized.

ALTERNATIVES

1. Award the construction contract for the Traffic Signal Improvements on Lasselle Street at Margaret Avenue Intersection to J.F.L. Electric, Inc., the lowest responsible bidder, authorize the City Manager to execute a contract with J.F.L. Electric, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to J.F.L. Electric, Inc. for a total amount of \$211,660.00 (\$176,382.63 base bid amount plus 20% 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 J.F.L. Electric, Inc., up to but not to exceed the Purchase Order's total contingency of \$35,277.37, subject to the approval of the City Attorney. *This alternative will allow for the timely construction of needed improvements.*

2. Do not award the construction contract for the Traffic Signal Improvements on Lasselle Street at Margaret Avenue Intersection to J.F.L. Electric, Inc., the lowest responsible bidder, do not authorize the City Manager to execute a contract with J.F.L. Electric, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to J.F.L. Electric, Inc. for a total amount of \$211,660.00 (\$176,382.63 base bid amount plus 20% 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 J.F.L. Electric, Inc., up to but not to exceed the Purchase Order's total contingency of \$35,277.37, subject to the approval of the City Attorney. *This alternative will delay the construction of these needed improvements.*

FISCAL IMPACT

The construction phase of this project is included on Fiscal Year 2011/2012 Capital Improvements Project Budget and will be financed by DIF Traffic Signal Capital Projects (Fund 417) and Measure "A" (Fund 125). The funding for this project is restricted to traffic signal capital and street improvements and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE FUNDS FISCAL YEAR 2011/2012:

Lasselle Street/Margaret Avenue Traffic Signal (Account No. 417.79027).....	\$272,000
Lasselle Street/Margaret Avenue Traffic Signal (Account No. 125.66630).....	<u>\$28,000</u>
Total Funds Available	\$300,000

DESIGN RELATED COSTS:

Design Completion and Utility Coordination	\$6,000
--------------------------------------------------	---------

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (Includes 20% contingency)	\$212,000
Construction Surveying Costs	\$5,000
Construction Geotechnical Costs	\$8,000
City Furnished Equipment	\$20,000
Project Administration and Inspection Services	\$19,000
Total Estimated Construction Related Costs	<u>\$264,000</u>

ANTICIPATED PROJECT SCHEDULE:

Order MaterialsOctober 2011
 Start Construction.....December 2011
 Complete Construction..... February 2012

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

This project will provide for the installation of a new traffic signal at the intersection of Lasselle Street and Margaret Avenue, adjacent to the Vista Del Lago High School. The project will provide a traffic signal to accommodate pedestrians crossing Lasselle Street adjacent to the southerly driveway and pedestrian access gate to the Vista Del Lago High School. The work will also include the removal and construction of new asphalt concrete pavement, curb and gutter, sidewalk, access ramps, and a residential driveway approach, as well as restriping of the intersection, and the installation of signage.

ATTACHMENTS

- Attachment “A” – Location Map
- Attachment “B” – Agreement, J.F.L. Electric, Inc.

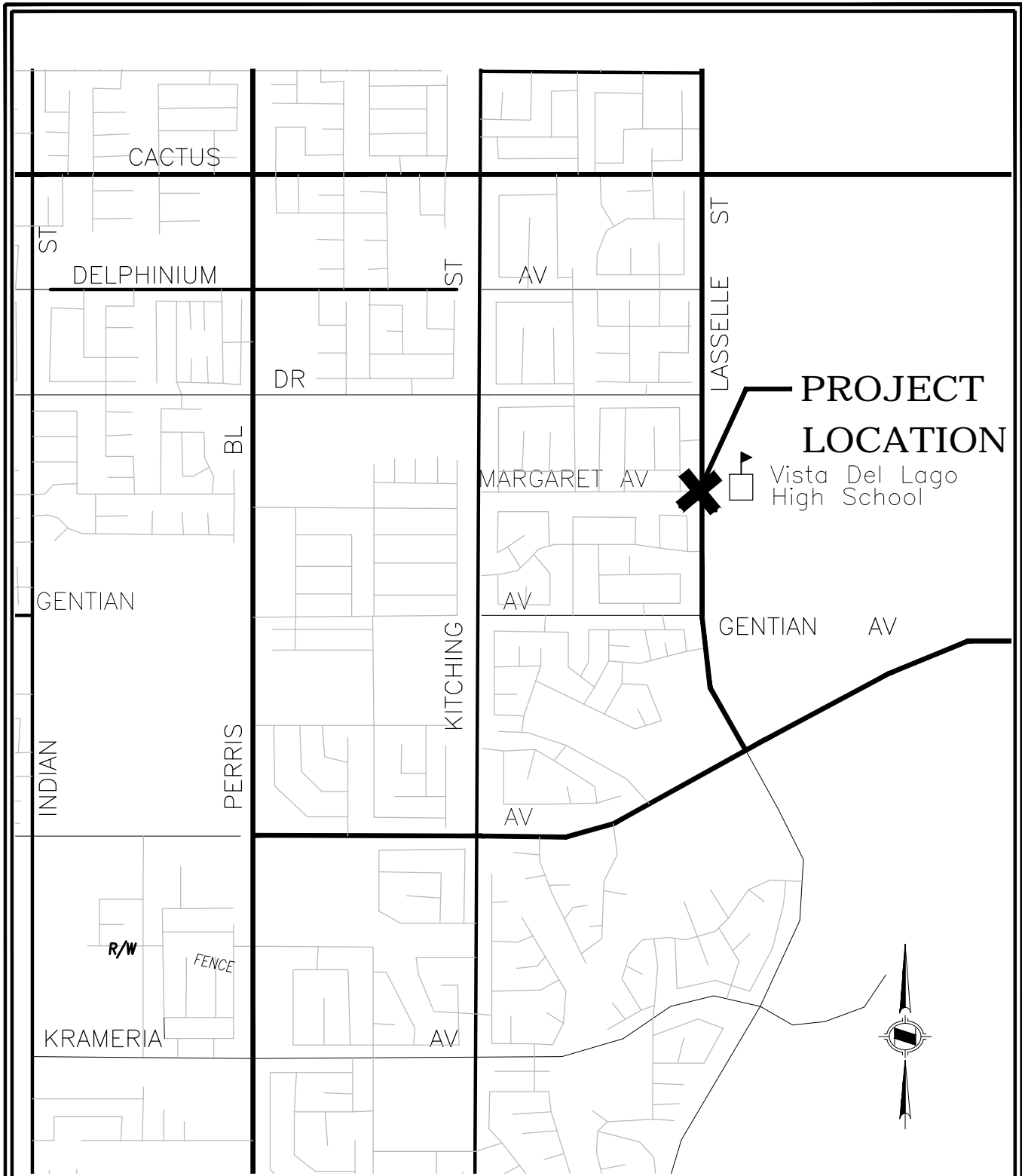
Prepared By:
 Michael Lloyd
 Senior Engineer, P.E.

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\Michael 10-12566630 - Lasselle St-Margaret Ave TS\CC Reports\NOA staff report\NOA for TS at Lasselle & Margaret.doc



 <p>MORENO VALLEY</p>	<p>Public Works Department Capital Projects Division</p>	<p>LOCATION MAP</p> <p>PROJECT NO. 10-12566630 TRAFFIC SIGNAL LASSELLE STREET AT MARGARET AVENUE (WEST LEG) AND VISTA DE LAGO HIGH SCHOOL (EAST LEG)</p>
	<p>Scale: None</p>	
	<p>ATTACHMENT "A"</p>	

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AGREEMENT

PROJECT NO. 10-12566630

TRAFFIC SIGNAL IMPROVEMENTS

Lasselle Street at Margaret Avenue Intersection

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 **J.F.L. Electric, 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. Addendum No. 1 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 Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **\$176,382.63** 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 order materials pursuant to this Agreement within 7 calendar days after the date of authorization specified in the "Notice to Proceed with Order of

Materials.” The Contractor hereby agrees to commence work pursuant to this Agreement within 15 calendar days after the date of authorization specified in the “Notice to Proceed with Construction.”

The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion within **thirty (30) working days** 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 ordering of materials and construction called for under the Agreement 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 \$460.00 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

**AGREEMENT
PROJECT NO. 10-12566630**

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.

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
Bodily Injury	\$500,000.00	\$1,000,000.00	\$2,000,000.00
Property Damage	---	\$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

AGREEMENT
PROJECT NO. 10-12566630

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.

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.

**AGREEMENT
PROJECT NO. 10-12566630**

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. 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 Agreement.

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

16. 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. 10-12566630**

CITY OF MORENO VALLEY, a Municipal Corporation

J.F.L. Electric, Inc.

BY: _____
City Manager

License No./
Classification: _____

Expiration Date: _____

DATE: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>	
ATTEST:	

City Clerk <i>(only needed if Mayor signs)</i>	
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: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

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.

W:\CapProj\CapProj\PROJECTS\Michael 10-12566630 - Lasselle St-Margaret Ave TS\CC Reports\NOA staff report\Attachment A - Agreement.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

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property 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

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

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. 10-12566630

TRAFFIC SIGNAL IMPROVEMENTS

Lasselle Street at Margaret Avenue Intersection

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 **J.F.L. Electric, 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. 10-12566630**, 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. 10-12566630**

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 may be 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

INSTRUCTIONS FOR COMPLETING THIS FORM

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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 _____

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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).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 10-12566630

TRAFFIC SIGNAL IMPROVEMENTS

Lasselle Street at Margaret Avenue Intersection

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 **J.F.L. Electric, 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. 10-12566630**, 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. 10-12566630**

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 may be 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

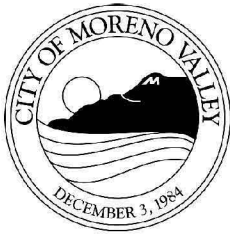
(Notary Seal)

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p><u>LABOR AND MATERIALS PAYMENT BOND</u> <u>SIGNATURE PAGE</u> (Title or description of attached document)</p> <p>_____ (Title or description of attached document continued)</p> <p>Number of Pages _____</p> <p>Document Date _____</p> <p>_____ Additional Information</p>

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporate Officer _____ (Title)</p> <p><input type="checkbox"/> Partner (s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Other _____</p>

- ADDITIONAL OPTIONAL INFORMATION**
INSTRUCTIONS FOR COMPLETING THIS FORM
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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.
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 - ❖ 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>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: September 13, 2011

TITLE: ADOPT A RESOLUTION APPROVING A ONE-TIME BUSINESS LICENSE TAX AMNESTY PROGRAM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Resolution No. 2011-94 creating a one-time Business License Amnesty Program waiving the penalties and interest due on delinquent Business License Taxes and Fees; and
2. Direct staff to continue to collect the Business License Tax and Fees for the three most recent delinquent years as provided in the existing ordinance.

BACKGROUND

Chapter 5.02 of the Municipal Code establishes the City's Business License Tax Law. The Business Tax Law prescribes a tax on all businesses located in or doing business within Moreno Valley and was enacted solely to create a new local revenue source and was not intended to be used to regulate businesses within the City. The tax is applied to the gross receipts or revenues earned by local businesses except in cases where revenues cannot be directly attributed to a local facility such as a warehouse or distribution center in which case a "cost of doing business" basis is used to determine the tax. The revenues related to the operation of the Business License program include the Application Processing Fee, the Vehicle Tag fee, the Gross Receipt Tax and the Interest and Penalty charges related to the late payment of the tax. The Municipal Code makes an allowance for small businesses in that any business that has a tax due of less than \$100 is exempted from the tax for that year but must still pay for the Application

Processing Fee and any Vehicle Tags. Non-profit organizations are exempt from both the processing fees and the tax.

For the 2010/11 Fiscal Year, 5,530 businesses have complied with the ordinance resulting in general fund revenue of \$1,445,000. The management of the Business License program is administered by the Treasury Operations Division of the Financial & Administrative Services Department and the inspection and enforcement functions are administered by the Code & Neighborhood Services Division of the Community & Economic Development Department.

DISCUSSION

The Moreno Valley Chamber of Commerce approached City staff regarding a Business License amnesty program. The Chamber indicated that they had been approached by businesses that had been operating for a while and had not been paying the Business License Tax but were now interested in how they could get into compliance. Apparently the businesses are concerned about the accumulated unpaid tax and the step-up in fees that occurs when the interest and penalties are applied. The City of Riverside has had a similar program. With the beginning of the 2012 annual renewal cycle approaching as of January 1, 2012, now is an appropriate time for the City to implement an amnesty program.

The proposed amnesty program would include waiving the penalties and interest that are currently applied to delinquent amounts owed by non-compliant businesses, according to the following chart:

<i>Late Period</i>	<i>Penalty</i>	<i>Interest</i>
<i>1 Month</i>	10%	1%
<i>2 Months</i>	25%	2%
<i>3 Months</i>	50%	3%
<i>4 Months</i>	100%	4%
<i>Interest would continue to increase at 1% per month. (12 months would be 12%)</i>		

For those businesses that participate in the amnesty program, the City would collect their business license tax for the current year and up to three years prior. The amnesty period is proposed for the period from September 14, 2011 through January 31, 2012. Staff will coordinate with the Media and Communications Division to develop material to promote the new program and inform the public through the e-newsletter, MVTV-3, newspaper advertisements and through the Chamber of Commerce. The information will make it clear that this is a one-time amnesty program.

The goal of the proposed Amnesty Program is to achieve increased compliance with the Business License Tax Program. Gaining higher compliance assures that all businesses are paying the same taxes, providing a “level playing field” for businesses in the City. Higher compliance ultimately increases the tax base for the City General Fund.

There are both advantages and disadvantages to implementing an amnesty program.

The advantages would include:

1. Increased compliance rates.
2. Increased tax base (the overall revenue impact will depend on the number of new businesses and the types of businesses that register as a result of the program).
3. Provide businesses with an opportunity and incentive to become compliant with the Business License Tax.

The disadvantages would include:

1. Perception that businesses that had not been compliant gained some benefit by their non-compliance.
2. Future businesses may not comply with the expectation that the City will offer future amnesty programs.

The Amnesty Program was presented and discussed in the August 16, 2011, Study Session and Council provided direction to proceed with the program.

ALTERNATIVES

1. Approve Resolution No. 2011-94 creating a one-time Business License Amnesty Program waiving the penalties and interest due on delinquent Business License Taxes and Fees and direct staff to continue to collect the Business License Tax and Fees for the three most recent delinquent years as provided in the existing ordinance. *Staff recommends this alternative.*
2. Not approve Resolution No. 2011-94 creating a one-time Business License Amnesty Program waiving the penalties and interest due on delinquent Business License Taxes and Fees and not direct staff to continue to collect the Business License Tax and Fees for the three most recent delinquent years as provided in the existing ordinance. *Staff does not recommend this alternative.*
3. Provide staff with alternative direction regarding a Business License Amnesty Program.

FISCAL IMPACT

Implementing the Business License Amnesty Program should increase the Business License Taxes and Fees collected by the City. The net amount of the increase is unknown due to factors such as the size and classification of the business population that may participate in the program. There will be a reduction in the collection of fines and interest due to the waiving of these penalties during the three and a half month period. Overall, any businesses that take advantage of the program will provide new annual revenues to the City for the life of the business.

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 services, regardless of economic climate.

SUMMARY

The City of Moreno Valley Municipal Code Chapter 5.02 establishes the Business License Tax. The Business License Tax is applicable to all businesses that are located in or operate within the City of Moreno Valley. As of June 30, 2011, 5,530 businesses have been issued business license tax receipts and are in compliance with the ordinance which accounts for annual revenues totaling \$1,445,000 in the General Fund. To improve the compliance rate, staff is recommending the implementation of a one-time, short-term Business License Tax Amnesty Program that would run from September 14, 2011 through December 31, 2011. The concept is supported by the Moreno Valley Chamber of Commerce. The City of Riverside implemented a similar program last year where they experienced a favorable response and increased compliance rates with their business license program.

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

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

RESOLUTION NO. 2011-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A ONE-TIME BUSINESS LICENSE TAX AMNESTY PROGRAM

WHEREAS, Municipal Code Section 5.02 Establishes a Business Tax for all businesses within the City of Moreno Valley; and

WHEREAS, the Business License Tax is due by January 31 following the conclusion of the previous calendar year; and

WHEREAS, the Municipal Code calls for the inclusion of interest and penalties for the delinquent payment of Business Taxes and Fees; and

WHEREAS, it is to the City's advantage to increase compliance with the Business Tax Ordinance to provide an "even Playing field" for all businesses and to improve the General Fund Tax Base for the City.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA:

That a Business License Amnesty Program is approved that will run from September 14, 2011 until January 31, 2012. During this period, businesses that are not in compliance with the Business Tax Ordinance may achieve compliance by paying the appropriate Business Tax and Fees for the three most recent delinquent years as stated in Section 5.02.24. Any associated penalties and interest related to the delinquent taxes and fees required by the ordinance will be forgiven and waived during this amnesty period. This program is intended to be a one-time offering and is not envisioned to be repeated in the near future.

APPROVED AND ADOPTED this 13th day of September, 2011.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2011-94 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of September, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)



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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 13, 2011

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR THE MORRISON PARK FIRE STATION (FIRE STATION 107) -- PROJECT NO. 11-43472527

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for \$3,628,688 to Silver Creek Industries, 195 E. Morgan Street, Perris, CA 92571, the lowest responsible bidder, for construction of the Morrison Park Fire Station.
2. Authorize the City Manager to execute the Agreement with Silver Creek Industries in the form attached hereto.
3. Authorize the issuance of a Purchase Order to Silver Creek Industries for \$4,354,426 (\$3,628,688 bid plus 20% contingency) for construction of the Morrison Park Fire Station from Account No. 897.91729.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Silver Creek Industries up to, but not exceeding, the contingency amount of \$725,738, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Morrison Park Fire Station design concept was presented to and approved by the Public Safety Subcommittee at its meeting on February 8, 2010.

BACKGROUND

On February 8, 2010, the Fire Chief presented a request to and received concurrence from the Public Safety Subcommittee for design and construction of the Morrison Park Fire Station located at the northeast corner of Cottonwood Avenue and Morrison Street..

On March 23, 2010, the City Council awarded the agreement for design of the Morrison Park Fire Station to STK Architecture.

The Planning Division has determined that this project meets the requirements to be classified as an In-Fill Development Project, "Class 32 categorical exemption" under California Environmental Quality Act (CEQA) Guidelines, Section 15332.

DISCUSSION

The Morrison Park Fire Station includes a 9,772 square foot two-bay fire station and a 576 square foot storage building. The project construction includes on-site and off-site utilities, storm drain connection, low maintenance landscaping, street improvement, a pre-emptive traffic signal at the main driveway, and striping.

To maximize available funding, one Base Bid and three Additive Bid Alternates were included in the bid documents. The Base Bid consists of the Fire Station and associating off-site and on-site improvements. The Additive Bid Alternates include construction of Photovoltaic systems (Additive Bid A), construction of a compressor-air purification system (Additive Bid B), and construction of a pre-emptive Emergency-Vehicle Traffic Signal system (Additive Bid C).

Formal bidding procedures were followed in conformance with the Public Contract Code. Eleven (11) bids were received and opened by the City Clerk at 2:00 p.m. on August 18, 2011, as follows:

<u>Bidder:</u>	<u>Bid Amount</u>
1. Silver Creek Industries – Perris	\$3,628,688.00
2. Eberhardt Construction, Inc. – Apple Valley	\$3,679,757.00
3. Horizons Construction Co. – Anaheim	\$3,865,142.50
4. R C Construction – Rialto.....	\$3,933,900.00
5. Hamel Contracting Inc. – Murrieta.....	\$3,972,562.00
6. Nile Advanced Construction - Walnut.....	\$3,999,650.00
7. Cavecche Engineering & Construction Co. – Los Alamitos.....	\$4,045,500.00
8. AMG & Associates – Santa Clarita.....	\$4,051,000.00
9. Sun Construction Group – Costa Mesa.....	\$4,113,440.00
10. RIC Construction Co., Inc. – Hesperia	\$4,210,236.00
11. Ace Engineering, Inc. – La Verne.....	\$4,789,531.07
Engineer’s Estimate	\$3,604,000.00

Silver Creek Industries submitted the lowest bid. The contractor possesses a valid California contractor's license and provided a bid bond as its security. No outstanding issues were identified through a review of the references submitted by Silver Creek Industries.

The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid items and Additive Bid Alternate items, as stipulated in the bid documents.

Based on available budget, City staff is recommending contract award of all Base Bid items and Additive Bid Alternates A, B, and C. The identified base and additive items will complete the Morrison Park Fire Station construction with Photovoltaic Systems, a compressor-air purification System, and a pre-emptive Emergency-Vehicle Traffic Signal.

ALTERNATIVES

1. Award the construction contract for \$3,628,688 to Silver Creek Industries, 195 E. Morgan Street, Perris, CA 92571, the lowest responsible bidder, for construction of the Morrison Park Fire Station, authorize the City Manager to execute the Agreement with Silver Creek Industries in the form attached hereto, authorize the issuance of a Purchase Order to Silver Creek Industries for \$4,354,426 (\$3,628,688 bid plus 20% contingency) for construction of the Morrison Park Fire Station from Account No. 897.91729, and authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Silver Creek Industries up to, but not exceeding, the contingency amount of \$725,738, subject to the approval of the City Attorney. *This alternative will facilitate the construction of needed facilities.*
2. Do not award the construction contract for \$3,628,688 to Silver Creek Industries, 195 E. Morgan Street, Perris, CA 92571, the lowest responsible bidder, for construction of the Morrison Park Fire Station, do not authorize the City Manager to execute the Agreement with Silver Creek Industries in the form attached hereto, do not authorize the issuance of a Purchase Order to Silver Creek Industries for \$4,354,426 (\$3,628,688 bid plus 20% contingency) for construction of the Morrison Park Fire Station from Account No. 897.91729, and do not authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Silver Creek Industries up to, but not exceeding, the contingency amount of \$725,738, subject to the approval of the City Attorney. *This alternative will delay the construction of essential facilities.*

FISCAL IMPACT

There are adequate funds to complete construction of the Morrison Park Fire Station. Project funding is provided by 2007 Redevelopment Agency Tax Increment Bond proceeds (Fund 897). Following is the budget plan and estimated project cost:

BUDGETED FUNDS

Fiscal Year 2011/2012 (Account No. 897.91729).....	<u>\$5,925,000</u>
Total Funding	\$5,925,000

ESTIMATED PROJECT COSTS

Architectural/Design and Construction Services	\$ 590,000
Construction (plus 20% contingency)	\$4,355,000
Construction Support - Surveying Services.....	\$ 33,000
Construction Support - Geotechnical Services.....	\$ 85,000
Construction Support – Specialty Inspection Services	\$ 90,000
Building Furnishings/Inventory	\$ 300,000
Communication/Telephone	\$ 60,000
Construction Management and Inspection*.....	\$ 200,000
Project Administration	\$ 50,000
Miscellaneous Costs (utility connections, RC IT)	<u>\$ 160,000</u>
Total Estimated Project Cost	\$5,923,000

**Includes Project Management and City staff support*

PRELIMINARY PROJECT SCHEDULE

Notice of Award	September 2011
Begin Construction.....	October 2011
Building Occupancy.....	October 2012

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

The City Council is asked to award a contract for \$3,628,688 to Silver Creek Industries and issue a Purchase Order in the amount of \$4,354,426 from Account No. 897.91729 for construction of the Morrison Park Fire Station.

ATTACHMENTS/EXHIBITS

- Attachment "A" - Location Map
- Attachment "B" - Agreement with Silver Creek Industries

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

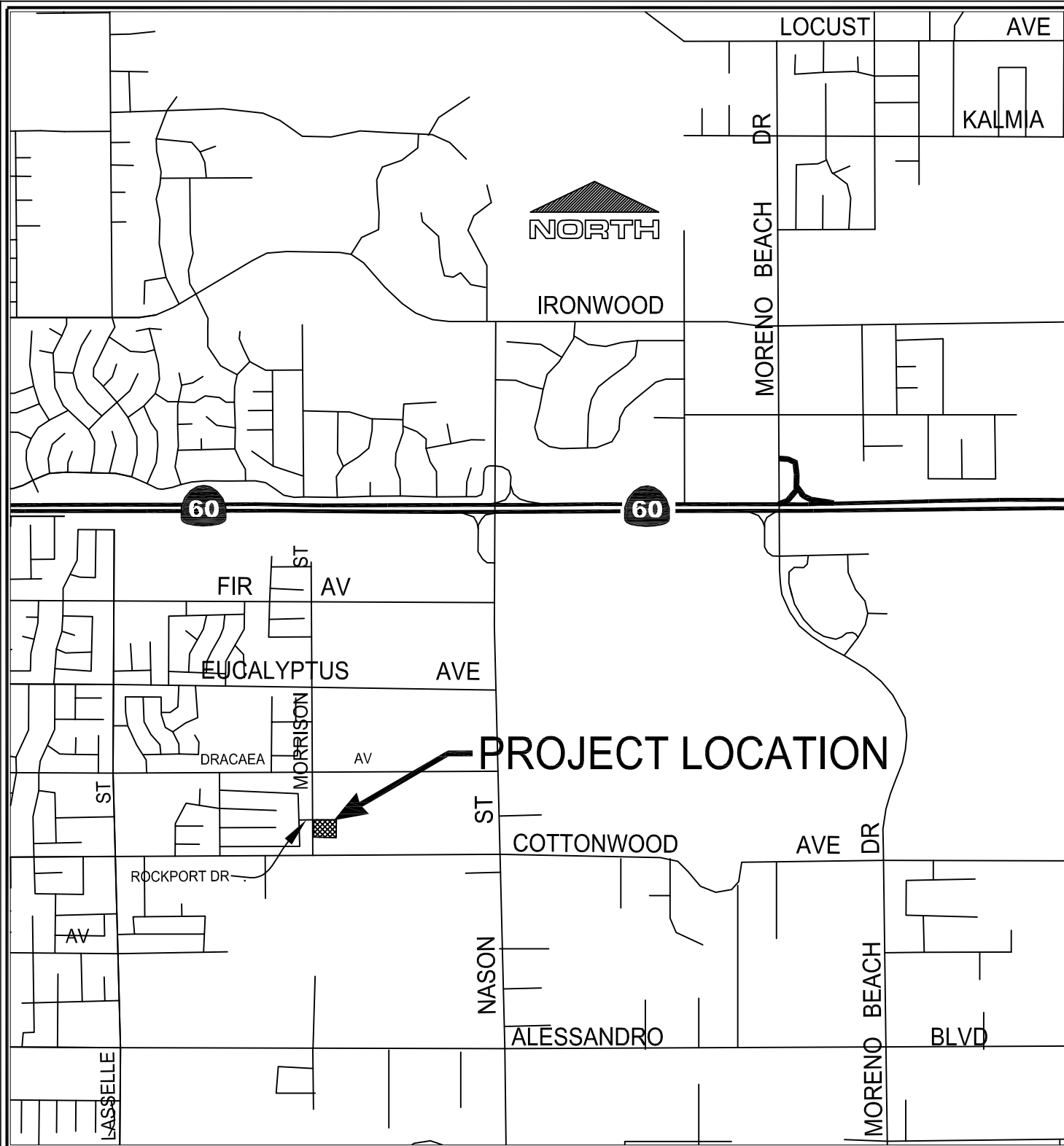
Concurred By:
Steve Curley
Fire Chief

Concurred By:
Barry Foster
Community & Economic Development Director

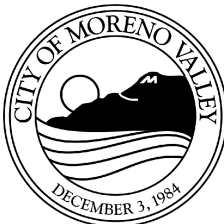
Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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LOCATION MAP



Public Works Department
Capital Projects Division

Scale: None

Attachment "A"

Morrison Park Fire Station

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AGREEMENT**PROJECT NO. 11-43472527**

**MORRISON PARK FIRE STATION
13400 Morrison St.
Moreno Valley, CA 92555**

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 **SILVER CREEK INDUSTRIES**, 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) **Addendum No. 1**, 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, e) the project Plans, f) the Standard Plans, g) the Standard Specifications, h) California Building Code, i) California Electrical Code, j) California Energy Code, k) California Fire Code, l) California Mechanical Code, m) California Plumbing Code, n) State of California Code of Regulations Title 24 Building Standards, o) American with Disabilities Act (ADA), p) other codes as applicable, q) Reference Specifications, all of which are essential parts of this Agreement, and r) 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 Contract 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 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 Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **\$3,628,688.00**, 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 Contract documents therefore and the requirements of the Engineer under them.
4. The Contractor hereby agrees to commence work pursuant to this Contract within fourteen (14) 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 **two hundred ten (210) 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.

Attachment "B"

**AGREEMENT
PROJECT NO. 11-43472527**

It is, therefore, agreed that such liquidated damages shall be presumed to be in the amount of \$850.00 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; **builder's risk insurance (that includes fire, flood, and earthquake coverage)**; 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. 11-43472527**

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
Bodily Injury	\$500,000.00	\$1,000,000.00	\$2,000,000.00
Property Damage	---	\$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.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, **builder's risk insurance (including fire, flood, and earthquake)** which will reimburse the Contractor or the City for its interests for repairing damaged property owned, leased, held or in the course of construction with coverage limits for replacement of the building; and shall bear an endorsement in addition to the previous endorsements containing the following Provisions:

The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD) are named as "loss payee" to ensure the settlement proceeds are used to repair damaged buildings or other property. Additionally, the insurer shall waive all rights of subrogation against the City of Moreno Valley, RDA and CSD its officers, agents or employees.

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.

AGREEMENT
PROJECT NO. 11-43472527

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.

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), 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.

**AGREEMENT
PROJECT NO. 11-43472527**

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. 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.

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

16. 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. 11-43472527**

CITY OF MORENO VALLEY, Municipal Corporation

SILVER CREEK INDUSTRIES

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:
_____ Public Works Director/City Engineer
_____ Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

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.

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 11-43472527

**MORRISON PARK FIRE STATION
13400 Morrison St.
Moreno Valley, CA 92555**

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 **SILVER CREEK INDUSTRIES**, as Principal hereinafter designated as "Contractor," and has 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. 11-43472527**, 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, 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. 11-43472527**

BOND NO. _____

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

BIDDER

SURETY

Contractor Name: **SILVER CREEK INDUSTRIES**

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 may be affixed hereto.

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 11-43472527

**MORRISON PARK FIRE STATION
13400 Morrison St.
Moreno Valley, CA 92555**

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 **SILVER CREEK INDUSTRIES**, as Principal hereinafter designated as "Contractor," and has 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. 11-43472527**, 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, material, men, 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, 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. 11-43472527**

BOND NO. _____

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

BIDDER

SURETY

Contractor Name: **SILVER CREEK INDUSTRIES**

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____, 20____

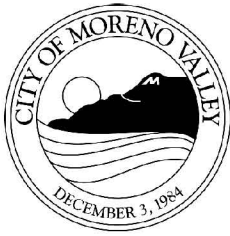
City Attorney
City of Moreno Valley

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 may be affixed hereto.

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

Report to City Council

TO: Mayor and City Council and Community Redevelopment Agency
Chairperson and Board of Directors

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

AGENDA DATE: September 13, 2011

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT
FOR DAY STREET DRAINAGE IMPROVEMENTS FROM 690
FEET SOUTH OF COTTONWOOD AVENUE TO COTTONWOOD
AVENUE (PHASE II)
PROJECT NO. 02-89266920

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Award the construction contract for Day Street Drainage Improvements from 690 feet south of Cottonwood Avenue to Cottonwood Avenue to STI Inc. Trucking and Materials, 18791 Van Buren Boulevard, Suite E, Riverside, CA 92508, the lowest responsible bidder.
2. Authorize the City Manager/Executive Director to execute the contract with STI Inc. Trucking and Materials in the form attached hereto.
3. Authorize the issuance of Purchase Orders to STI Inc. Trucking and Materials in the amount of \$402,579.96 (\$335,483.30 for the bid amount plus 20% contingency) for Day Street Drainage Improvements from 690 Feet South of Cottonwood Avenue to Cottonwood Avenue.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with STI Inc. Trucking and Materials up to, but not exceeding, the contingency amount of \$67,096.66, subject to the approval of the City Attorney.
5. Authorize a full road closure of Day Street from Bay Avenue to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway

improvements for a maximum period of 25 consecutive working days, per the specifications.

6. Authorize the Public Works Director/City Engineer to allow for an additional 15 consecutive working days extension to the proposed full road closure window if the project is delayed due to unforeseen construction issues.

BACKGROUND

On May 25, 2010, City Council and the Community Redevelopment Agency awarded a construction contract and authorized the issuance of a Purchase Order in the amount of \$1,912,608.76 to Hillcrest Contracting, Inc. The work consisted of the construction of street, signing, striping, waterline, utility relocation, and other related road improvements on Day Street between Alessandro Boulevard and Cottonwood Avenue (Phase I). The City issued a Notice to Proceed to Hillcrest Contracting, Inc. to start work on July 13, 2010.

On February 22, 2011, City Council and the Community Redevelopment Agency were informed that a design error was discovered pertaining to the design and construction of a portion of the street curb and gutter tied to a cross gutter to facilitate surface drainage, located on a short segment of the northerly end of Day Street, just south of Cottonwood Avenue. The Community Redevelopment Agency also authorized an increase of the Purchase Order to a total amount of \$2,104,608.76.

Staff has diligently worked to resolve the drainage issue independently of the Phase I construction contract and the design has been completed as a second phase of improvements for Day Street. This second phase, Day Street Drainage Improvements from 690 Feet South of Cottonwood Avenue to Cottonwood Avenue (Phase II), is included in the Fiscal Year 2011–12 Capital Improvement Plan (CIP), which City Council adopted on June 14, 2011. An agreement with DMC Design Group, Inc. was signed by the City Manager on May 2, 2011 to complete the design plans and specifications.

On July 12, 2011, City Council and the Community Redevelopment Agency authorized the Public Works Director/City Engineer to accept the Phase I construction work as complete once all contract requirements are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorized the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorized the release of retention thirty five (35) calendar days after the date of recordation of the Notice of Completion.

Staff has notified the Phase I design consultant, AEI CASC Consulting, that the City intends to pursue full reimbursement of the additional construction and administrative costs that resulted from the consultant's design error.

DISCUSSION

Phase II involves the construction of approximately 220 linear feet of 30” diameter RCP storm drain, 65 linear feet of 24” diameter RCP storm drain, two (2) PCC catch basins, four (4) parkway culverts, a junction structure, a storm drain manhole, and other associated storm drain improvements. The project also includes roadway reconstruction improvements, including new AC pavement, Type 8 integral PCC curb and gutter, PCC sidewalks, driveways, striping, and other related road improvements. Street improvements are an authorized activity under Section 319 of the Moreno Valley Community Redevelopment Agency’s (RDA) Redevelopment plan.

The environmental document, a Negative Declaration, was adopted by City Council on September 11, 2007 for Phase I of the project. Staff has determined that the Phase II design is fully within the scope of the original project description. The project was advertised for construction bids on July 29, 2011.

Formal bidding procedures have been followed in conformance with the Public Contract Code and the City Clerk opened bids at 2:00 p.m., August 29, 2011, for the subject project. Six (6) bids were received as follows:

1. STI Inc. Trucking and Materials, Riverside	\$335,483.30
2. Hillcrest Contracting, Inc., Corona.....	\$343,952.00
3. Hemet Mfg. Co. DBA Genesis Construction, Hemet	\$398,777.00
4. Lonerock, Inc., Laguna Hills	\$411,235.00
5. G. Hurtado Construction, Inc., Riverside	\$426,383.50
6. Garcia Juarez Construction, Inc., Brea.....	\$440,735.00
Engineer’s Estimate	\$382,200

Staff has reviewed the lowest bid received by STI Inc. Trucking and Materials and finds it to be the lowest responsible bidder. STI Inc. Trucking and Materials 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 a review of the references submitted by STI Inc. Trucking and Materials

The contract duration is sixty (60) working days. The Public Works Department is requesting a full road closure of Day Street between Bay Avenue and Cottonwood Avenue, including adjacent side streets, for a maximum period of 25 consecutive working days, to facilitate the construction of roadway improvements. The request for the road closure is due to the full roadway width improvement work including, but not limited to, storm drain, street, signing, striping, and other related road improvements. It is anticipated that the road will be fully open to traffic by December 2011.

There are nine (9) parcels in the area of construction. The Contractor will notify, and provide safe ingress and egress to, all potentially affected property owners about the road closure, as well as law enforcement, the Fire Department, Waste Management of

the Inland Empire, the postal service, the school district, etc. The Contractor is required to provide driveway access to residents at all times.

ALTERNATIVES

1. Award the construction contract for Day Street Drainage Improvements from 690 feet south of Cottonwood Avenue to Cottonwood Avenue to STI Inc. Trucking and Materials, 18791 Van Buren Boulevard, Suite E, Riverside, CA 92508, the lowest responsible bidder, authorize the City Manager/Executive Director to execute the contract with STI Inc. Trucking and Materials in the form attached hereto, authorize the issuance of Purchase Orders to STI Inc. Trucking and Materials in the amount of \$402,579.96 (\$335,483.30 for the bid amount plus 20% contingency) for Day Street Drainage Improvements from 690 Feet South of Cottonwood Avenue to Cottonwood Avenue, authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with STI Inc. Trucking and Materials up to, but not exceeding, the contingency amount of \$67,096.66, subject to the approval of the City Attorney, authorize a full road closure of Day Street from Bay Avenue to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements for a maximum period of 25 consecutive working days, per the specifications, and authorize the Public Works Director/City Engineer to allow for an additional 15 consecutive working days extension to the proposed full road closure window if the project is delayed due to unforeseen construction issues. *This alternative will allow for much needed improvements.*
2. Do not award the construction contract for Day Street Drainage Improvements from 690 feet south of Cottonwood Avenue to Cottonwood Avenue to STI Inc. Trucking and Materials, 18791 Van Buren Boulevard, Suite E, Riverside, CA 92508, the lowest responsible bidder, do not authorize the City Manager/Executive Director to execute the contract with STI Inc. Trucking and Materials in the form attached hereto, do not authorize the issuance of Purchase Orders to STI Inc. Trucking and Materials in the amount of \$402,579.96 (\$335,483.30 for the bid amount plus 20% contingency) for Day Street Drainage Improvements from 690 Feet South of Cottonwood Avenue to Cottonwood Avenue, do not authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with STI Inc. Trucking and Materials up to, but not exceeding, the contingency amount of \$67,096.66, subject to the approval of the City Attorney, do not authorize a full road closure of Day Street from Bay Avenue to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements for a maximum period of 25 consecutive working days, per the specifications, and do not authorize the Public Works Director/City Engineer to allow for an additional 15 consecutive working days extension to the proposed full road closure window if the project is delayed due to unforeseen construction issues. *This alternative will delay the completion of needed improvements.*

FISCAL IMPACT

The estimated construction phase project cost is \$550,000. The project currently has a funding allocation of \$250,000 from RDA Capital Projects funds (Account No. 892.77922), which is included in the Fiscal Year 2011-2012 CIP Budget.

Staff proposes to transfer approximately \$350,000 of RDA 2007 Tax Allocation Bonds (TABS) funds (Fund 897) from the SR-60 / Nason Street Overcrossing Bridge (Account No. 897.91728) to the Day Street Drainage Improvements from 690 Feet South of Cottonwood Avenue to Cottonwood Avenue (Phase II) (Account No. 897.91724). This transfer can be done by a Budget Appropriation Adjustment (BAA) in accordance with the City’s procurement policy Section # 3.11.

These funds would be allocated for the Day Street Drainage Improvements from 690 Feet South of Cottonwood Avenue to Cottonwood Avenue project and cannot be utilized for operational activities. There is no impact on the General Fund.

AVAILABLE AND PROPOSED BUDGETED FUNDS:

Fiscal Year 2011-2012 Budget (Account No. 892.77922)	\$250,000
Proposed BAA Transfer from Account No. 897.91728 to Account No. 897.91724 ...	\$350,000
Available and Proposed Budgeted Funds	\$600,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Design Support Services during Construction	\$5,000
Contractor Construction Costs (includes 20% contingency).....	\$403,000
Construction Geotechnical Services.....	\$15,000
Construction Survey Services	\$15,000
Project Management and City Inspection.....	\$35,000
Administrative and Miscellaneous	\$40,000
Total Estimated Construction Related Costs	\$513,000

ANTICIPATED PROJECT SCHEDULE

Begin Construction	October 2011
Complete Construction.....	December 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

This project will construct storm drain, street, signing, striping, and other related road improvements on Day Street from 690 Feet South of Cottonwood Avenue to Cottonwood Avenue. The construction is funded with RDA Capital Projects and RDA TABS funds. The City Council is requested to approve the award of the construction contract to STI Inc. Trucking and Materials.

NOTIFICATION

Local residents, law enforcement, the Fire Department, and the school district will be notified of the proposed construction. Construction notification signs will also be installed to notify commuters, businesses, and residents of the construction work.

ATTACHMENTS

Attachment “A” – Location Map

Attachment “B” – Agreement with STI Inc. Trucking and Materials

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Concurred By:
Barry Foster
Community and Economic Development Director

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

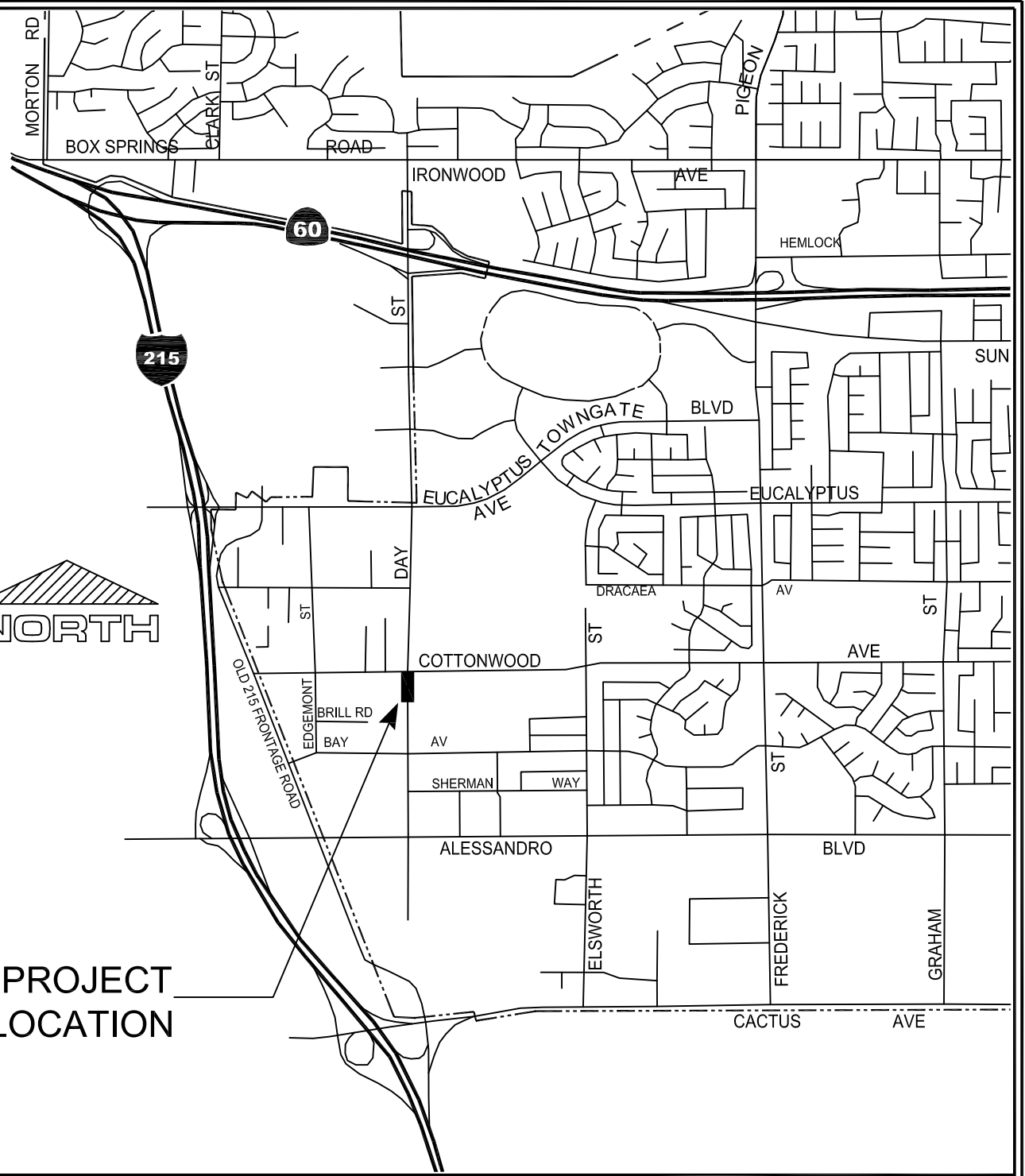
Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

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

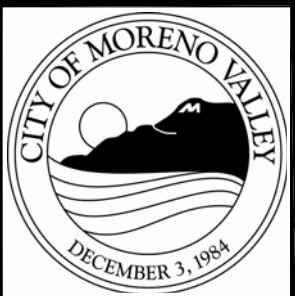
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PROJECT
LOCATION



Date: 24 Aug 11 - 3:51 PM
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<h1>LOCATION MAP</h1>	
Public Works Department Capital Projects Division	<h2>DAY STREET DRAINAGE IMPROVEMENTS</h2>
Scale: None	690 FEET SOUTH OF COTTONWOOD AVENUE TO COTTONWOOD AVENUE (PHASE II)
ATTACHMENT "A"	<h3>PROJECT NUMBER 02-89266920</h3>

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AGREEMENT

PROJECT NO. 02-89266820

**DAY STREET DRAINAGE IMPROVEMENTS
690 Feet South of Cottonwood Avenue to Cottonwood Avenue
(Phase II)**

THIS Agreement, made and entered into as of the date signed by the Mayor/City Manager and Chairperson/Executive Director, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, and the Community Redevelopment Agency of the City of Moreno Valley, a municipal corporation, County of Riverside, State of California hereinafter called the "City" and STI Inc. Trucking and Materials 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 No. 1 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, in the sum total amount of **\$335,483.30**, 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. After the Agreement has been fully executed by the Contractor and the City, the Contractor will commence work pursuant to this Contract within seven (7) calendar days after the date of authorization specified in the "Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the start of the contract Sixty (60) working days.

**AGREEMENT
PROJECT NO. 02-89266920**

Preconstruction Requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan
- Submitting and obtaining approval of required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

After all Preconstruction and Order of Materials requirements are met, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor agrees to diligently prosecute the work, including corrective items of work, day to day thereafter. The Sixty (60) working days includes the time necessary to Fulfill Preconstruction Requirements, place the Order of Materials, and to complete Construction of the project (except as adjusted by subsequent Change Orders).

5. The City and Contractor hereby agree that in case fulfilling preconstruction requirements, all ordering of materials, and construction called for under the Agreement 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 \$525.00 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.

**AGREEMENT
PROJECT NO. 02-89266920**

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.

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
Bodily Injury	\$500,000.00	\$1,000,000.00	\$2,000,000.00
Property Damage	---	\$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.

AGREEMENT
PROJECT NO. 02-89266920

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.

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.

**AGREEMENT
PROJECT NO. 02-89266920**

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. 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 Agreement.

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

16. 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. 02-89266920**

CITY OF MORENO VALLEY, Municipal Corporation

STI Inc. Trucking and Materials

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

COMMUNITY REDEVELOPMENT AGENCY,
Municipal Corporation

Federal I.D. No.: _____

BY: _____
Executive Director

PRINT NAME: _____

DATE: _____

SIGNATURE: _____

<u>INTERNAL USE ONLY</u>	
ATTEST:	_____
	City Clerk/Secretary <i>(only needed if Mayor/Chairperson signs)</i>
APPROVED AS TO LEGAL FORM:	_____
	City Attorney/General Counsel
	Date
RECOMMENDED FOR APPROVAL:	_____
	Public Works Director/City Engineer <i>(if contract exceeds \$15,000)</i>
	Date
RECOMMENDED FOR APPROVAL:	_____
	Community & Economic Development Director <i>(if contract exceeds \$15,000)</i>
	Date

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

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.

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

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property 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. (

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

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. 02-89266920

**DAY STREET DRAINAGE IMPROVEMENTS
690 Feet South of Cottonwood Avenue to Cottonwood Avenue
(Phase II)**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, and the Community Redevelopment Agency of the City of Moreno Valley, State of California, known as "City," has awarded to STI Inc. Trucking and Materials, 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 Executive Director, and identified as **Project No. 02-89266920**, 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. 02-89266920**

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/General Counsel

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 may be 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

INSTRUCTIONS FOR COMPLETING THIS FORM

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 - ❖ 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.

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 _____

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 02-89266920

**DAY STREET DRAINAGE IMPROVEMENTS
690 Feet South of Cottonwood Avenue to Cottonwood Avenue
(Phase II)**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, and the Community Redevelopment Agency of the City of Moreno Valley, State of California, known as "City", has awarded to STI Inc. Trucking and Materials, 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 Executive Director and identified as **Project No. 02-89266920**, 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. 02-89266920**

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 may be 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

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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).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND
SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

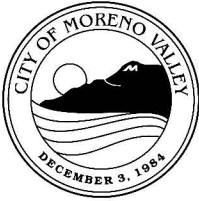
CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

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

Report to City Council

TO: Mayor and City Council

FROM: John Anderson, Chief of Police

AGENDA DATE: September 13, 2011

TITLE: California Office of Traffic Safety "Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies" Grant

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

Staff recommends that the City Council approve the grant application and authorize acceptance (if granted) of the California Office of Traffic Safety (OTS) "Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies" in the amount of \$72,340.27 for the period beginning November 1, 2011, and ending September 4, 2012.

ADVISORY COMMITTEE RECOMENDATION

The Public Safety Sub-Committee supports this proposal.

BACKGROUND

The City of Moreno Valley is committed to providing a safe environment for the citizens of Moreno Valley. The City Council has made it a priority to provide financial support to the Traffic Team and Patrol units to deal with quality of life issues in the community.

This statewide program is administered by the UC Berkeley, Safe TREC (Transportation Research and Education Center) and targets the following enforcement periods:

December 16, 2011 through January 1, 2012
August 17, 2012 through September 3, 2012

DISCUSSION

The California Office of Traffic Safety recently announced that they are accepting grant applications for the 2011-2012, "Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies." The MVPD currently operates DUI Traffic Safety Checkpoint Operations on a regular basis. These operations require a great number of resources. The specific resources required vary based on the time of day, day of week and location. On average however, a single operation will last 6 hours and consist of 3 sergeants, 22 officers, 4 community service officers, 5 office assistants, 1 dispatcher, 4 reserve officers, 10 volunteers and 10 explorers. A majority of these personnel are paid for with overtime funding.

This grant will provide specific funding for MVPD personnel to deploy in an overtime capacity during these DUI Traffic Safety Checkpoint Operations. The grant specifies that some of the deployment take place during specific time frames throughout the year. These designated enforcement periods are designed to coincide with major holiday enforcement periods. The grant also specifies personnel assigned be dedicated to DUI Traffic Safety Checkpoints.

This amount will cover all overtime costs associated with the DUI Traffic Safety Checkpoint Operations conducted during the year-long campaign. This includes overtime funding for sergeants, officers, community service officers, dispatchers and office assistants as well as checkpoint supplies (replacement bulbs for our luminate towers and flashlight wands). As a requirement of the grant, the MVPD will be required to conduct detailed statistical analysis regarding the enforcement campaign. Additionally, the conditions of the grant require that administrative reports outlining the results of the campaign and claim forms be completed and submitted to the UC Berkeley, Safe TREC.

ALTERNATIVES

The Council has the following alternatives:

- 1) Approve the application for the OTS Grant titled "Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies", in the amount of \$72,340.27 and subsequently accept the grant award from OTS. **Staff recommends this alternative.**
- 2) Decline the application for the OTS Grant titled "Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies" in the amount of \$72,340.27. **Staff does not recommend this alternative.**

FISCAL IMPACT

There is no required match funding from the City of Moreno Valley as a condition of this “Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies” Grant. Therefore, there is no fiscal impact to the city.

CITY COUNCIL GOALS

The approval of the OTS grant application entitled “Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies” and subsequent acceptance of the award, will meet the City Council Public Safety goal of providing a safe and secure environment for the people and property within the community, and provide a safer environment for the motoring public utilizing the roadways within the City of Moreno Valley.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the grant application and authorize acceptance (if granted) of the California Office of Traffic Safety (OTS) “Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies” in the amount of \$72,340.27 for the period beginning November 1, 2011, and ending September 4, 2012.

Prepared by: Launa Jimenez, Management Analyst

John Anderson, Chief of Police
Department Head Approval

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>Ren</i>
CITY MANAGER	<i>MS</i>

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: September 13, 2011

TITLE: APPROVE TEMPORARY LAND USE LICENSE AGREEMENT BETWEEN MORENO VALLEY COLLEGE AND THE CITY OF MORENO VALLEY FOR THE USE OF CITY PROPERTY FOR A CONSTRUCTION STAGING AREA LOCATED AT THE NORTHEAST CORNER OF LASSELLE STREET AND COLLEGE DRIVE

Applicant: Moreno Valley College
16130 Lasselle Street
Moreno Valley, CA 92551

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Temporary Land Use License Agreement between Moreno Valley College and the City of Moreno Valley for the use of existing City-owned property at the northeast corner of Lasselle Street and College Drive.
2. Authorize the Mayor to execute the Agreement, in the form attached hereto.
3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

BACKGROUND

On February 8, 2011, the President of the Moreno Valley College made a presentation to City Council describing the College's major construction projects planned for the next four years. During the presentation, it was mentioned that the school is struggling with the number of parking spaces currently available to students and staff alike. Two of the

projects are going to additionally impact the parking situation, as the proposed facilities are being constructed within the limits of the existing parking lots. To reduce further impacts to the number of available parking spaces, the College has requested to temporarily lease a 2.3-acre portion of the vacant City-owned land immediately north of the largest of the construction projects to serve as the construction staging and material storage area.

Moreno Valley Fire Station 91 is located on the westerly portion of the two parcels of City-owned land adjacent to the Moreno Valley College, just north of College Drive. The Fire Station occupies approximately 1.5 acres of the 5.0 total acres.

In addition to supporting the construction of the Learning Gateway Center, the construction staging area would also assist the College to facilitate the building of the Network Operations Center and Student Services Center. The City intends to collect compensation from Moreno Valley College for the use of the site in accordance with the terms of the Lease Agreement.

DISCUSSION

Moreno Valley College (College) has applied for a Temporary Use Permit through the Planning Division to construct and operate a construction staging and material storage area to supporting the construction of the Learning Gateway Center. At this time, the College is proposing to use the property for a term of four (4) years, extendable by mutual agreement for up to an additional five (5) years.

The proposed Lease site consists of approximately 2.3 acres and is located at the northeast corner of Lasselle Street and College Drive on City-owned property, east of the existing Fire Station. Access to the construction staging area will be from existing College Drive to the south and will not interfere with the vehicular traffic along Lasselle Street or the regular operations of the Fire Station.

The College will be required to provide and maintain insurance for the site for the duration of its use of the City-owned site.

ALTERNATIVES

1. Approve the Temporary Land Use License Agreement between Moreno Valley College and the City of Moreno Valley, authorize the Mayor to execute the Agreement, in the form attached hereto, and direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
2. Do not approve the Temporary Land Use License Agreement between Moreno Valley College and the City of Moreno Valley, nor authorize the Mayor to execute the Agreement, in the form attached hereto, nor direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation. *Not approving staff's recommendation would result in the disapproval of the*

Agreement and force the College to locate their construction staging area in another location on College property, possibly delaying their start of construction of the Learning Gateway Center.

FISCAL IMPACT

This agreement represents an opportunity to receive annual revenue for use of the City's property of \$12 per. Any Encroachment permits and inspection fees will be paid for at the time of request so that City staff can inspect the grading and any roadway improvements.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

NOTIFICATION

Publication of agenda.

ATTACHMENTS

Exhibit "A" – Agreement

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

Department Head Approval
Barry Foster
Community & Economic Development Director

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

This page intentionally left blank.

CITY OF MORENO VALLEY
TEMPORARY LAND USE LICENSE AGREEMENT

This Temporary Land Use License Agreement ("License") is effective as of the date signed by Licensor and is by and between The City of Moreno Valley hereinafter called "Licensor," and Riverside Community College District, on behalf of Moreno Valley College, hereinafter called "Licensee."

The parties agree as follows:

1. Premises.

Licensor represents that it owns the real property known as APN 308-030-018 and -019 legally described in Exhibit "A" hereinafter called "Property." Subject to the following terms and conditions, Licensor licenses to Licensee that portion of Licensor's Property depicted in Exhibit "B," including all necessary and reasonable access and utility rights for installation, operation, and maintenance of Licensee's equipment, structures, and utilities (collectively the "Premises"). Exhibit "C," Temporary Use Permit and Conditions of Approval, is attached hereto and incorporated by reference into this License. This License shall be revocable only as specified herein and the access and utility rights shall expire with this License.

2. Use.

- A. The Premises may be used by Licensee for any lawful activity in connection with the construction staging area and "Lay-Down yard", including without limitation, the placing and use of temporary construction trailers, storage of construction materials and equipment and the construction, maintenance and operation of related construction activities, subject to the terms and conditions of this License.
- B. Licensee shall use the Premises in compliance with all applicable laws, statutes, ordinances, rules, regulations and orders in effect.
- C. Licensor agrees, at no expense to Licensor, to cooperate with Licensee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee's intended use of the Premises.
- D. The terms and conditions in this License are offered solely to Licensee as an inducement to execute the License for the Premises. Licensor would not necessarily license the Premises to another licensee on such favorable terms and conditions, it being understood that Licensor is specifically relying on the identity of Licensee in agreeing to the terms and conditions in this License. Licensee acknowledges that the License terms and conditions are for Licensee's benefit only so long as Licensee operates the temporary construction staging area allowed by this License. But for the

previously stated reasons, Licensor would not enter into this License. Therefore, Licensee shall not voluntarily, involuntarily, or by operation of laws, sublicense all or any part of the Premises or allow it to be assigned or sublicensed to any person or entity other than Licensee except as otherwise permitted under Section 13.

- E. Licensee shall not voluntarily, involuntarily, or by operation of laws, sublicense all or any part of the Premises or allow it to be sublicensed, to any person or entity other than Licensee (except as otherwise permitted under Section 13) without the prior written approval of Licensor, which approval will not be unreasonably withheld, delayed or conditioned. In the event Licensee sublicenses or permits the collocation of equipment or space within the Premises or within Licensee's construction yard unaffiliated to Licensee, the License Fee (as defined below) due under this License shall increase by an amount equal to Fifty Percent (50%) of the current License Fee at the time of the sublicensing or collocation for each month the additional entity's equipment is located within the Premises. Notwithstanding anything in this License to the contrary, nothing in this License shall prohibit the shared use of Licensee's Facilities (as defined below) with another party pursuant to a strategic alliance or other agreement with Licensee; provided, however, such third party does not install any equipment in or upon the Premises.

3. Conditions Precedent.

This License is conditioned upon Licensee obtaining all necessary federal, state, or local governmental permits and approvals enabling Licensee to construct and operate a construction laydown yard on the Premises.

4. Term.

- A. This License is binding and in effect upon full execution and delivery by Licensor and Licensee. The term of this License ("Term") shall be four (4) years commencing on the first day of the second month [maximum of sixty (60) days] following the date the License is executed. This date shall be referred to as the "Commencement Date". Construction yard site plans must be approved, prior to execution of the License and are attached as Exhibit C of this license. Licensee shall have the right to extend the Term of this License for five (5) additional terms ("Renewal Term") of one (1) year each. The terms and conditions for the Renewal Term shall be the same terms and conditions of this License. This License shall automatically be extended for each successive one (1) year Renewal Term unless notice is provided in writing of Licensee's intention not to extend this License at least thirty (30) days but not more than 180 days prior to the expiration of the first five year Term or any Renewal Term.
- B. At the expiration of the final Renewal Term of the License, Licensor and Licensee, at their option, may renegotiate the License.

5. License Fee.

- A. In consideration of the rights granted by this License, upon the Commencement Date and throughout the initial Term of this License, Licensee shall pay Licensor the sum of one dollar per month as License Fee ("License Fee"). License Fee shall be payable on the Commencement Date, in advance, in yearly 12 Dollars (\$12.00)* to Licensor at the address specified in Section 18 below.
- B. * License Fee is assessed based on the use of the Premises as a construction staging and material storage area, located within City-owned property.
- C. Licensee may request to expand the Premises. Licensee must submit plans showing the proposed use beyond the existing square footage, and if determined to be in Licensor's best interests, Licensor will provide written consent, which consent will not be unreasonably withheld, conditioned, or delayed.

6. Improvements; Access.

- A. Licensee shall have the right (but not the obligation) at any time following the full execution and delivery of this License and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Licensee's Facilities (as defined herein) and for the purpose of preparing for the placement of Licensee's materials and any temporary construction trailers. During any Tests or work, Licensee will have in effect the insurance required in Section 12, Insurance. Licensee will notify Licensor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Licensor. Prior to the Commencement Date, if Licensee determines that the Premises are unsuitable for Licensee's contemplated use, then Licensee will notify Licensor and this License will terminate without penalty or further obligation accruing thereafter, providing the Licensee restores the site to its original state.
- B. Subject to all terms and conditions of this License, Temporary Use Permit, and Approved Plans and Specs, Licensee has the right to place on the Premises temporary construction trailers, construction material other construction related uses, including but not limited to, portable trailers, tractors and equipment, storage equipment sheds, temporary power/utility lines, concrete wash out bins, portable restrooms and site fencing ("Licensee's Facilities") and any lighting and security devices as identified on the attached Exhibit B. In connection therewith, Licensee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Licensee's construction operations and to install utility lines,

- C. Licensee shall submit an application to the City of Moreno Valley for a Temporary Use Permit and pay all applicable fees. Subject to the approval of a Temporary Use Permit, Licensee shall construct, maintain and operate said Facilities in accordance with the Conditions of Approval as set forth by the City's Planning Division, Building & Safety Division, Land Development Division and the Fire Prevention Bureau, et al, during the plan review process.
- D. Licensee shall obtain and pay for all grading and encroachment permits and fees as required. City approved temporary fencing shall be placed around the construction site for the duration of the license and use of the premises.
- E. As part of the installation of Licensee's Facilities, Licensee shall have the right to install and/or extend utility service, at Licensee's expense. Subject to Licensor's and the servicing utility provider's approval of the location, which approval shall not be unreasonably withheld, Licensee shall have the right to have utilities placed within the City-owned parcel in order to service the Premises and Licensee's Facilities. Utility services can be extended from the Licensee's property which is immediately adjacent to the premises.
- F. This Section Removed.
- G. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner as defined by the prevailing industry standard for public works projects.
- H. This Section Removed.
- I. Notwithstanding anything to the contrary contained herein. "In the event Licensee ceases to pay License Fee for a period of more than six (6) consecutive months and/or abandons its use and materials at the Premises during that six (6) month period, Licensor shall be entitled to remove Licensee's materials, and equipment from the Premises and dispose of it in any commercially reasonable manner it deems fit." Upon termination of this License, the Licensee shall remove all trailers, materials, structures (including any vaults) and/or towers (including entire footing), portable toilets and return the Premises to the condition it was originally provided to the Licensee.
- J. Licensee shall access the premises from its property as specified in Exhibit "D" Licensee's exercise of such rights shall not cause undue inconvenience to the Licensor.
- K. For additional access and utility rights beyond those provided to Licensee by Licensor in this License (which Licensor represents it shall provide as shown on Exhibit B), it shall be the responsibility of Licensee to obtain and

pay for all additional easements, rights of entry and all incidentals necessary to Licensee's operations upon the Premises.

L. This Section Removed.

M. Licensee shall fully and promptly pay for all utilities used by Licensee for the use, operation and maintenance of Licensee's Facilities in the Premises.

N. Licensors shall be entitled to enter the Premises at any time to inspect Licensee's facilities for compliance with the terms of this License, and with all applicable Federal, state and local governmental regulations.

O. Licensors retain the right to access the Premises during the term of this License for any purpose that does not interfere with Licensee's use of the Premises as provided herein.

7. Maintenance; Landscaping

A. Licensee shall be responsible for repairing and maintaining Licensee's Facilities and any other improvements installed by Licensee on the Premises in a proper operating and reasonably safe condition. This shall include the repair of all damage incurred whether natural or man made.

B. Upon the Commencement Date, Licensee shall be responsible for all graffiti abatement at the Premises.

8. This Section Removed.

9. Taxes.

1) Licensee shall pay for all fees and taxes levied or required by any authorized public entity. Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest. Lessee asserts and Lessor acknowledges that Lessee is a governmental agency and may be exempt from paying possessory interest taxes. Lessor acknowledges that Lessee will do all things reasonably necessary and appropriate to secure and maintain said tax exemption during the term of this License. Lessee shall reimburse Lessor for any property or possessory taxes on the premises (excluding special assessments or other ad valorem assessments) that may become due and payable during the Lease Term because of Lessee's failure to file a timely exemption. Lessor shall cooperate with Lessee in filing Lessee's exemption notices. Said cooperation shall not be unreasonably withheld.

10. Termination.

This License shall not be revoked or terminated during the Term or any Renewal Term except as expressly stated in this License. This License may be terminated on thirty (30) days prior written notice as follows:

- A. by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that if such default is curable, but not curable within such sixty (60) day period, then within such period of time as is reasonably necessary to accomplish such cure (in order to avail itself of this time period in excess of sixty (60) days, the defaulting party must send to the other party, within the sixty (60) day period, a written plan to cure the default, which is reasonably acceptable to the other party, and the defaulting party diligently commences and continues performance of such cure to completion according to the written plan).
- B. by Licensee if it does not obtain or maintain licenses, permits or other approvals necessary to the construction or operation of Licensee's Facilities; however, Licensee shall act with due diligence to obtain and maintain such agreements, licenses, permits, and other approvals;
- C. This Section Removed.
- D. by Licensee if Licensee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons; or
- E. by Licensee for any reason or for no reason provided Licensee delivers written notice of termination to Licensor prior to the Commencement Date.
- F. In the event of a termination of this License, by Licensee if Licensee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, the placement of temporary construction trailers and related material storage, Licensee shall pay to Licensor as consideration of such early termination of fee equal to three (3) months of the then curLicense Fee. Such fee shall be paid within thirty (30) days of the effective date of termination of this License.
- G. Unless otherwise specifically set forth herein, in the event of a termination of this License for any cause in any term after the initial four (4) year Term, except default and failure to cure by Licensor, Licensee shall not receive a refund of any License Fee amounts paid in advance to Licensor.

11. Condemnation.

If a condemning authority takes all of Licensor's Property, or a portion which in Licensee's opinion is sufficient to render the Premises unsuitable for Licensee's use, then this License shall terminate as of the date when

possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Licensee shall include the value of Licensee's Facilities, prepaid License Fee, and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

12. Insurance

A. Licensee shall during the term of this license:

1. Procure and maintain Workers' Compensation Insurance as prescribed by the laws of the State of California.
2. Procure and maintain comprehensive general liability, and coverage that shall protect Lessee from claims for damages for bodily injury, personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for automobile liability (owned, non-owned, and hired vehicles), property damage, which may arise from Lessee's use of the leased premises or the performance of its obligations hereunder, whether such use or performance be by Lessee, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall name Licensor as an Additional Insured with respect to this License and the obligations of Licensee hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00 per occurrence, four million (\$4,000,000) dollars aggregate.
3. Cause its insurance carriers to furnish Licensor by direct mail with Certificate(s) of Insurance showing that such insurance is in full force and effect, and that Licensor is named as an Additional Insured with respect to this License and the obligations of Licensee hereunder. Further, said Certificate(s) shall contain the covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to Licensor prior to modification, cancellation or reduction in coverage of such insurance. In the event of any such modifications, cancellation or reduction in coverage and on the effective date thereof, Lessor shall have the right to cancel this Lease with thirty (30) days' advanced notice in writing to Lessee, unless Lessor receives prior to such effective date another certificate from an insurance carrier of Lessee's choice that the insurance required herein is in full force and effect.
4. The insurance requirements of Paragraph (2) and (3) above may be provided through self-insurance, in conjunction with a Joint Powers Authority, or a combination of both.

B. This Section Removed

C. The insurance coverage required of the Licensee by section 12 shall also meet the following requirements:

1. The insurance shall be primary with respect to any insurance or coverage maintained by Licensor and shall not call upon Licensor insurance or coverage for any contribution but only to the extent caused by Licensee, its agents or contractors.
2. The insurance policies shall include contractual liability and personal injury;
3. The insurance policies shall be specifically endorsed to include 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, employees, and volunteers, as additional insureds under the policies. It is further agreed that the other insurance provision(s) of the policy are amended to conform to Form CG 201010 93 or approved equal.
4. Licensee shall provide to Licensor's Risk Manager, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) specific endorsements naming Licensor, its officers, agents, employees, and volunteers, as additional insureds under the policies;
5. The insurance policies shall provide that the insurance carrier shall not cancel, terminate or otherwise materially modify the terms and conditions of said insurance policies if doing so would result in a reduction of the types of insurance, the coverage amounts or other material insurance requirements to be met by Licensee as set forth herein except upon thirty (30) days written notice to Licensor's Risk Manager;
6. If the insurance is written on a Claims Made Form, then, following termination of this License, said insurance coverage shall survive for a period of not less than five (5) years;
7. The insurance policies shall provide for a retroactive date of the placement of Licensee's Facilities coinciding with the effective date of this License;
8. The insurance shall be approved as to form and sufficiency by the Licensor's Risk Manager and the Licensor Attorney.

13. Successors and assigns.

Licensee may assign this License at any time subject to amending the Temporary Use Permit if required, and upon written notice to and approval of Licensor, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, Licensee shall have the right to sublease or assign its rights under this License without consent of Licensor, (i) to any of its partners, members, subsidiaries, direct or indirect, affiliates or successor legal entities, (ii) to any entity acquiring substantially all of the assets of Licensee in the geographic region the Premises are located, or (iii) to any entity in connection with any financing, loan, security interest, pledge, or mortgage of Licensee's property. This License shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties. Upon assignment, Licensee shall be relieved of all liabilities and obligations hereunder and Licensor shall look solely to the assignee for performance under this License and all obligations hereunder, provided such assignee accepts such obligations in writing

14. Environmental Indemnification; Hazardous substances.

- A. Licensee hereby represents, warrants, covenants and agrees to and with Licensor that all of Licensee's operations or activities upon, or any use or occupancy of the Property by Licensee, or any portion thereof, by Licensee, shall be in all respects in compliance with all state, federal and local laws and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, or disposal (whether legal or illegal, accidental or intentional) of any Hazardous Substance (as defined below).
- B. If any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any applicable federal, state or local law or regulation, by any judicial order, or by any governmental entity due to any Hazardous Substances brought on to or generated, released or exacerbated on the Property by Licensee, Licensee shall perform or cause to be performed the Remedial Work in compliance with such law, regulation, or order. All costs and expenses of such Remedial Work shall be paid by Licensee including, without limitation, all charges of Licensee's contractors, consultants and engineers and Licensor's reasonable attorney, architect's and/or consultant's fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event Licensee shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Licensor may, but shall not be required to, cause such Remedial Work to be performed, and all reasonable costs and expenses thereof, or incurred in connection therewith, shall be reimbursed to Licensor.

- C. Licensor represents to the best of its knowledge without duty to investigate that it has no knowledge of any Hazardous Substance (as defined below) on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Licensor and Licensee shall not introduce or use any Hazardous substance on the Property in violation of any applicable law. Licensor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance to the extent not caused by Licensee, that have occurred or which may occur on the Property.
- D. "Hazardous Substances" shall include without limitation:
1. Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), and the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., and in the regulations promulgated pursuant to said laws, all as may be amended from time to time;
 2. Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 30, and as may be amended from time to time);
 3. Any material, waste or substance which is petroleum, asbestos, polychlorinated biphenyls, designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); or radioactive materials; and such other substances, materials, and wastes which are or become regulated as hazardous or toxic under applicable local, state, or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.
15. Indemnity and Mutual Release.

Licensor and Licensee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss to the extent arising from the ownership, use and/or occupancy of the Licensor's Property or Premises by the indemnifying party. This indemnity does not apply to any claims arising from the

negligence or intentional misconduct of the indemnified party, breach of this License by the indemnified party, or violation of law by the indemnified party. The indemnity obligations under this Section will survive the termination of this License.

16. Attorneys' fees; Litigation costs.

- A. If any action at law or in equity is brought to recover any License Fee or other sums under this License, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this License, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled to the extent awarded by a court of law.
- B. Whenever provision is made in this License for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.
- C. Any award of damages following judicial remedy or arbitration as a result of the breach of this License or any of its provisions shall include an award of prejudgment interest from the date of the breach at the lesser of (i) the maximum amount of interest allowed by law or (ii) Ten Percent (10%).

17. Waiver of Incidental and Consequential Damages.

Neither party will assert any claim whatsoever against the other party for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred as a result of the construction, installation, operation, maintenance, or replacement of personal property owned by either party, or Licensor's or Licensee's use of the Premises or Licensor's Property, including any and all losses incurred as a result of Licensor's or Licensee's actions or defaults.

18. Miscellaneous.

- A. Severability. If any provision of the License is invalid or unenforceable with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.
- B. Notices. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight mail to the address of the respective parties set forth below:

City:
City Manager
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552-0805

Riverside Community College District
1533 Spruce Street, Suite 201
Riverside, CA 92507
Attn: Chris Carlson, Chief of Staff

A copy to be sent to:
Public Works Department:
Director of Public Works/City Engineer
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552-0805

Licensee:
Moreno Valley College
16130 Lasselle Street
Moreno Valley, CA 92551
Attn: President

- C. Choice of Law. This License shall be governed under the laws of the State of California and applicable Federal law.
- D. Survival of Terms. Terms and conditions of this License which by their sense and context survive the termination, cancellation or expiration of this License will so survive.
- E. Entire Agreement. The terms of this License (including the Exhibits, all of which are hereby incorporated by reference) are intended by the parties as the final expression of their agreement with respect to such terms. The parties further intend that this License constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any proceeding, involving this License. The language in all parts of this License will in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against either party.
- F. Amendments and Modifications. No amendments, modification or supplement, including those by custom, usage of trade, or course of dealing, of any provisions of this License shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification. No oral order, objection, claim, or notice by either party to the other shall affect or modify any of the terms or obligations contained in the License.
- G. Venue. Any action by any party to this License shall be brought in the appropriate court of competent jurisdiction within the County of Riverside, notwithstanding any other provision of law which may provide that such action may be brought in some other location.
- H. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this License by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this License thereafter.

Moreno Valley College

IN WITNESS WHEREOF, Licensor and Licensee have executed this Telecommunications License Agreement as of the date and year signed by Licensor.

Licensor:

Licensee:

City of Moreno Valley

Riverside Community College District, on behalf of Moreno Valley College

BY: _____
Mayor

BY:  _____
Dr. Jim Buysse

DATE: _____

NAME PRINTED

TITLE: Vice Chancellor of Administration & Finance

ATTEST:

City Clerk

DATE: 6/10/14

APPROVED AS TO LEGAL FORM:

City Attorney

DATE: _____

- Enclosures: Exhibit "A" – Legal Description of City's Property
 Exhibit "B" – Limits of Lease Area
 Exhibit "C" – Temporary Use Permit and Conditions of Approval
 Exhibit "D" – Site Access Exhibit

EXHIBIT A

LEGAL DESCRIPTION OF CITY'S PROPERTY

Licensors Property of which Premises are a part is legally described as follows:

The land referred to herein is situated in the State of California, County of Riverside, described as follows:

Lot 1 of Parcel Map 16950, recorded in Book 133 of Parcel Maps, page 62, Records of Riverside County, California in Section 28, Township 3 South, Range 3 West, San Bernardino Meridian.

Assessors Parcel Number: 308-030-018 and -019

EXHIBIT B

1. Description of Premises

See attached Limits of Lease Area Exhibit, consisting of an overview of the lease site to be used for Construction Staging and Material Storage Area

2. Licensee's Facilities

The "Facility" to be constructed shall consist of a license area of approximately 100,000 square feet, which includes a construction staging area and "Lay-Down yard", including without limitation, the placing and use of temporary construction trailers, storage of construction materials and equipment and the construction, maintenance and operation of related construction activities.

3. Incorporation of Exhibit by Reference

Moreno Valley College

Approximate Limits of Lease Area



Legend

- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside



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

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

Powered By GeoSmart.net
 Printed: 5/5/2011 2:39:21 PM



EXHIBIT "B"

EXHIBIT "C"

Temporary Use Agreement and Conditions of Approval

DIVISION REVIEW AND APPROVAL SIGNATURES

PLANNING APPROVAL

Approved by: _____

Date: _____

7/28/2011

Comments: _____

no off-site signage.

BUILDING APPROVAL

Approved by: _____

Date: _____

7/26/11

Comments: _____

11 pounds
for storage only - permits required for construction.

FIRE APPROVAL

Approved by: _____

Date: _____

7/26/11

Comments: _____

Raille M

TRANSPORTATION APPROVAL

Approved by: _____

Date: _____

7/27/11

Comments: _____

on as needed basis, the contractor should provide "Flagman" to assist traffic as needed.

LAND DEVELOPMENT APPROVAL

Approved by: _____

Date: _____

7-26-11

Comments: _____

ingabe
no encroaching on public Right of Way

BUSINESS LICENSE APPROVAL

Approved by: _____

Date: _____

7-26-11

Comments: _____

RCC - license exempt
a list of vendors is required per Susan Berry. 7-25-11.

POLICE DEPARTMENT APPROVAL

Approved by: _____

Date: _____

3130

Comments: _____

NO ISSUES

NOTIFICATIONS

Riverside County Health Department – Environmental Health Division – (951) 358-5172 - It is the responsibility of the applicant to obtain the appropriate Health Department release, if food is being served.

Alcohol Beverage Control Board – (951) 782-4400 – It is the responsibility of the applicant to obtain appropriate ABC release, if alcohol is being provided.

Animal Services – (951) 413-3790 – It is the responsibility of the applicant to notify Animal Services of any animals associated with this TUP approval. Planning Division staff will fax a copy of the approved TUP to (951) 656-2662.

Moreno Valley Code & Neighborhood Services Division – (951) 413-3340

ORIGINAL FORM TO: Code & Neighborhood Services COPIES TO: 1) Business License 2) Fire Prevention 3) Customer

PERMIT SUBMITTAL REQUIREMENTS

Completed and signed forms:

- ✓ Temporary Use Permit Application
- ✓ Business License Application
- ✓ Fire Permit/Inspection Application
- ✓ Building Special Request Application (if applicable)
- ✓ Emergency Contact Form

Unimproved lots (with curb and no driveway access) will require an Encroachment Permit

Letter from property owner or leasing agent or signature on application authorizing the proposed temporary event

Letter of "intent," describing the proposed event, including the following details:

- ✓ Type of event
- ✓ Date(s) event will be held and hours of operations
- ✓ Anticipated attendance
- ✓ Tents or canopies, food services, alcoholic beverages, music and/or bands

Fully dimensioned site plan, identifying the following:

- ✓ Location and size of project site
 - Lot dimensions
 - Closest intersection(s)
- ✓ Vehicular and/or pedestrian access points
 - Driveway entrance(s), exit(s), and pedestrian aisles (show curb, if any)
 - Loading/unloading area(s)
- ✓ Location of on-street/off-street parking area(s)
- ✓ Location of lighting, fencing (6' high maximum), and gates
- ✓ Location(s) of tents/canopies, food services, alcoholic beverage areas, restrooms/portable toilet facilities, etc.
- ✓ Location of any flammable liquids
- ✓ Location of nearest fire hydrant (distance), fire lanes, water meter, electric boxes, telephone poles, and any utility boxes which adjoin the property and/or street
- ✓ Location of signs

Temporary signs or banners with an area of one (1) square foot for each linear foot of store front operated by the permittee up to a maximum of 80 square feet

No signs are permitted within 10 feet of any vehicular access or within any public right-of-way

Balloons shall not exceed a maximum height of 50 feet above grade/ground level

Balloons and blimps greater than 40 inches in diameter are permitted in commercial zones only

No sign shall be erected off of the premises, where the temporary use is authorized to take place.

Check made payable to the **City of Moreno Valley** for the total of all fees due

CONDITIONS OF APPROVAL

Events anticipated to accommodate 2,500 or more persons on a site require the property be posted at least 10 days prior to the event.

An identification sign including the owner/operator's name, business address, and 24-hour emergency telephone number shall be conspicuously posted at the site.

Christmas tree lots and pumpkin patches are allowed a maximum of 30 days per calendar year; seasonal produce stands 120 days.


Only the signs described in this permit are allowed.

Portable toilets shall be provided for employees/customers and meet ADA (Americans with Disabilities Act) standards.

APPLICANT'S SIGNATURE

I certify under penalty of perjury that all information in this application is true and correct, that any false or mis-leading information shall be grounds for denial, and I agree to comply with any and all Conditions of Approval.

Applicant



Date

6/2/14

Bart Doering, Director of Construction
Facilities Planning and Development
450 E. Alessandro Blvd
Riverside, CA 92508
951-222-8962
Bart.Doering@rccd.edu

Moreno Valley College

EXHIBIT "D"

Site Access Exhibit



Revised Proposed Traffic Routing During Learning Gateway Building Construction

Approximately July 2011 to September 2012

RED LINE = Campus Traffic (two lanes going one direction) **BLUE LINE**= Construction Traffic **BROWN AREA** = Construction Entrance
GREEN AREA = Construction Area **BLACK LINE** = Construction Fencing

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**MINUTES - REGULAR MEETING OF AUGUST 23, 2011
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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SEE AGENDA ITEM A.4

- B3. NOTICE OF COMPLETION AND ACCEPTANCE OF SHADOW MOUNTAIN PARK BALLFIELD LIGHTING AND RESTROOM PROJECT, PROJECT NOS. 10-46166527 AND 10-46166430 (AGENDA ITEM ALSO LISTED AS A.4) (Report of: Parks and Community Services Department)
-

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**MINUTES - REGULAR MEETING OF AUGUST 23, 2011
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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SEE AGENDA ITEM A.12

- C.3 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR DAY STREET DRAINAGE IMPROVEMENTS FROM 690 FEET SOUTH OF COTTONWOOD AVENUE TO COTTONWOOD AVENUE (PHASE II) - PROJECT NO. 02-89266920 (ALSO LISTED AS ITEM A.12) (Report of: Public Works Department)

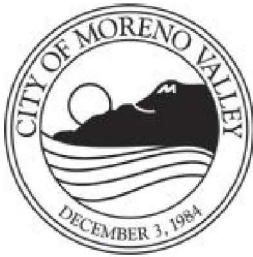
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**MINUTES - REGULAR MEETING OF AUGUST 23, 2011
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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

Report to City Council

TO: Mayor and City Council and the City Council Acting in its 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: September 13, 2011

TITLE: PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR OASIS COMMUNITY CHURCH—APNS 296-300-005 and 296-300-007 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES

PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR OASIS COMMUNITY CHURCH—APNS 296-300-005 and 296-300-007 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the City Council, after conducting the Public Hearing and accepting public testimony:
 - a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Oasis Community Church—Assessor Parcel Numbers (APNs) 296-300-005 and 296-300-007 and Buddhadhammo Temple—APN 488-210-014;
 - b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing;
 - c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
 - d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 296-300-005, 296-300-007, and 488-210-014.

2. Staff recommends that the Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the CSD (“CSD Board”), after conducting the Public Hearing and accepting public testimony:
 - a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballots for Oasis Community Church—APNs 296-300-005 and 296-300-007 and Buddhaddhammo Temple—APN 488-210-014;
 - b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing;
 - c. Receive and file with the City Clerk’s office the accepted Official Tally Sheet and APN listing; and
 - d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charges to APNs 296-300-005, 296-300-007, and 488-210-014.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Community and Economic Development Department, conditions new development projects to participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

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

Oasis Community Church (APNs 296-300-005, 296-300-007) and Buddhaddhammo Temple (APN 488-210-014), (collectively “Property Owners”), have Conditions of Approval that require them to provide a funding source to help support the NPDES and the CSD Zone M programs. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the Property Owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. Property Owners are given two

opportunities to address the legislative body. These two opportunities are the Public Meeting on August 23, 2011 and the Public Hearing on September 13, 2011, when the results of the ballot proceeding will be announced.

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

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

The CSD Zone M annual charges were estimated based on the parcel's front linear footage to the existing Alessandro Blvd. and the future Nason St. medians. Upon approval of the charges, APNs 296-300-005, 296-300-007, and 488-210-014 will be subject to the annual charges; however, the annual charge for APN 488-210-014 shall not be levied until such time as the planning of the median begins. Any future development of parcels adjacent to the medians in question shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charge for the affected parcels shall be proportionally adjusted.

ALTERNATIVES

1. **Conduct the Public Hearing**, tabulate the ballots, verify, and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing, receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing, and if approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate and the annual charge for CSD Zone M to APNs 296-300-005, 296-300-007, and 488-210-014 (and any division thereof). *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 result of the mail ballot proceedings for APNs 296-300-005, 296-300-007, and 488-210-014. *This alternative would be contrary to Proposition 218 mandates.*

FISCAL IMPACT

For fiscal year (FY) 2011/12, the NPDES annual regulatory rate and estimated CSD Zone M charge for Oasis Community Church and Buddhadhammo Temple are as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
Oasis Community Church APNs 296-300-005 (and any division thereof) 296-300-007 (and any division thereof)	\$212 212	\$2,322.35 608.10
Buddhadhammo Temple APN 488-210-014 (and any division thereof)	212	1,270.91

Beginning FY 2012/13, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.**

The CSD Zone M annual charge, paid by the property owners of adjacent new developments, provides funding for the maintenance of improved medians within the CSD. The property owner of APNs 296-300-005 and 296-300-007 is being balloted to provide a funding source to supplement the maintenance costs of an existing median funded by the General Fund. The property owner of APN 488-210-014 is being balloted for maintenance costs of a future median that is planned to be constructed on Nason St. **Collection of the CSD Zone M annual charges are restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy

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

Community Image, Neighborhood Pride, and Cleanliness

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

Revenue Diversification and Preservation

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

SUMMARY

The action before the City Council/CSD Board is to accept public testimony, tabulate the returned ballots, verify, and accept the result of the mail ballot proceedings for Oasis Community Church and Buddhaddhammo Temple.

NOTIFICATION

The Property Owners were given more than the required 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, NPDES and Zone M ballots, instructions for marking and returning the ballots, and two postage-paid envelopes for returning the ballots to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the August 23, 2011, Public Meeting and September 13, 2011, Public Hearing was published in The Press-Enterprise on August 4, 2011. Additionally, the Public Hearing notification was published on August 25 and again on September 1, 2011.

ATTACHMENTS

- Attachment 1: Oasis Community Church mail ballot packet
- Attachment 2: Buddhaddhammo Temple mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

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

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

Concurred by:
Mark Sambito,
Engineering Division Manager

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

W:\SpecialDist\jennifert\Ballots for FY 11.12\Zone M NPDES\Oasis Community Church P10-020\Stfrpt PH 09.13.11.doc

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Oasis Community Church
23750 Alessandro Blvd, No. C
Moreno Valley, CA 92553

June 15, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APNs 296-300-005 and 296-300-007

******* OFFICIAL BALLOTS ENCLOSED *******
Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor's Parcel Numbers (APNs) 296-300-005 and 296-300-007 the opportunity to express support or opposition for the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charges for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

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

CSD Zone M Charge

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

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate

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

CSD Zone M Charge

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

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate

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

CSD Zone M Charge

The annual CSD Zone M charges include maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APNs 296-300-005 and 296-300-007 are subdivided. If the APNs are merged then the annual charges for those APNs shall be combined. The charges levied shall not exceed the charges previously approved by the property owner.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate

For FY 2011/12, the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is \$392,575.

CSD Zone M Charge

The CSD Zone M annual charge for FY 2011/12 for the existing Alessandro Blvd. median is \$2,322.35 for APN 296-300-005 and \$608.10 for APN 296-300-007. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is \$141,530.98.

Annual Adjustment

Beginning in FY 2012/13, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APNs 296-300-005 and 296-300-007 (and any division thereof) and shall

be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Upon approval, the CSD Zone M charges shall be placed on the Riverside County property tax bill. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charges will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

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

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, August 23, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, September 13, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

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

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if a simple majority (50%+1) of the APNs are marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charges will be confirmed if a simple majority of the weighted value of APNs are marked in favor of the annual charges.

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

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If there is a tie or if a majority of the returned valid ballots oppose the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If there is a tie or if a majority of the returned valid weighted APNs oppose the CSD Zone M annual charges, then the annual charges will not be levied on the property tax bills and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, September 13, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or



A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**








COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL I		LEVEL II	
NPDES Administration (Not covered by CSA 152)		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.	Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	Level I is levied on all parcels conditioned for the NPDES Rate Schedule.	Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			
PROPOSED PARCEL RATE	Per Month	Per Year	PROPOSED PARCEL RATE
	\$2.67	\$32.00	Per Month \$12.58 Per Year \$151.00

Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)

Oasis Community Church

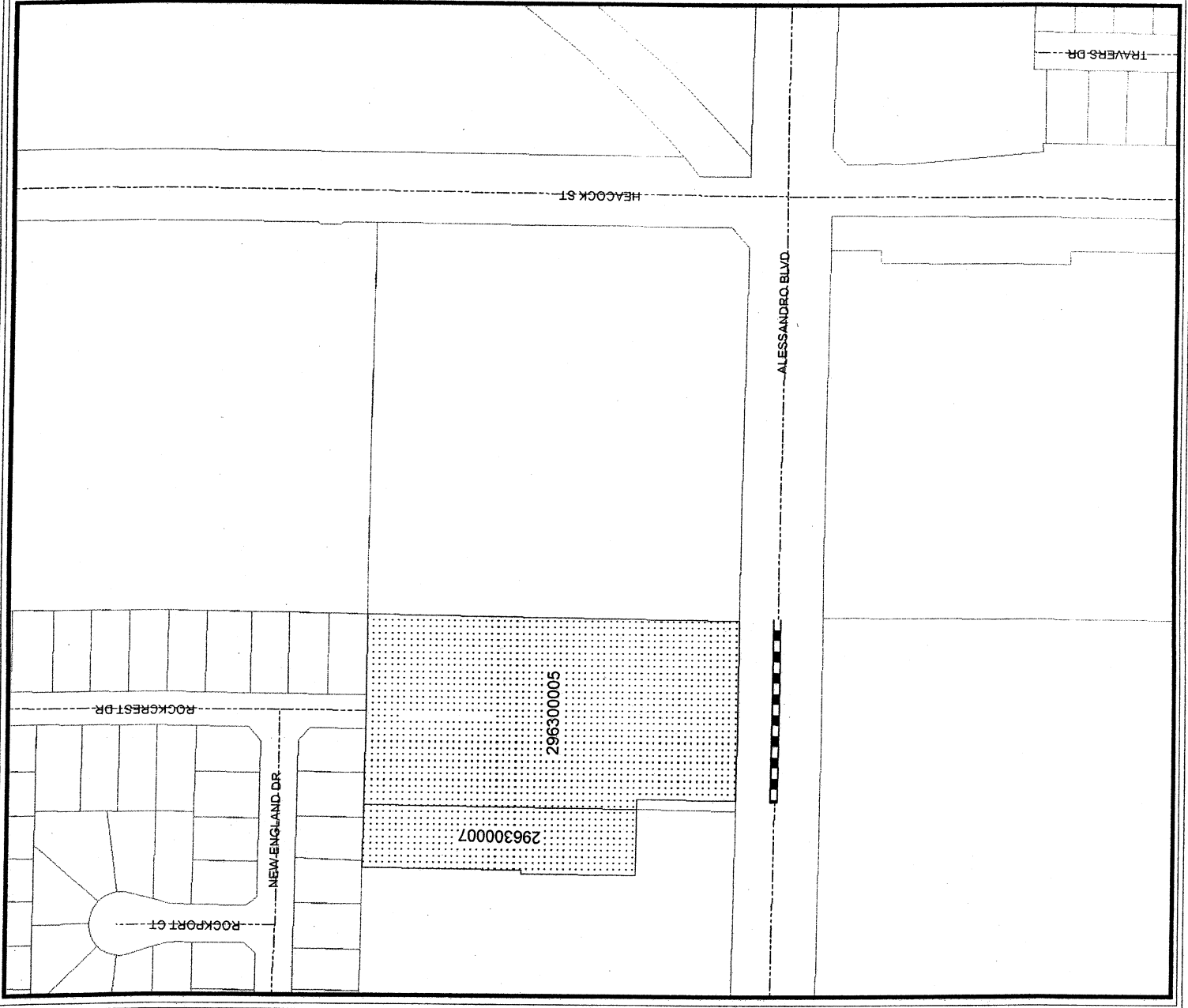
- APN
-  296300005
 -  296300007
 -  Roads
 -  Parcels
 -  City Boundary
 -  Median
 -  Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of June 14, 2011.



G:\WP\SDA\Oasis Community Church.mxd

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



**OFFICIAL MAIL BALLOT for
Assessor Parcel Numbers (APNs) 296-300-005 and 296-300-007**

**National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APNs 296-300-005 and 296-300-007, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For FY 2011/12, the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2012/13, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 296-300-005 and 296-300-007, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
296-300-005 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
296-300-007 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on September 13, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

**OFFICIAL MAIL BALLOT for
Assessor Parcel Numbers (APNs) 296-300-005 and 296-300-007**

**Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)**

YES* — as the property owner of APNs 296-300-005 and 296-300-007, **I approve** the annual CSD Zone M charge for FY 2011/12 for the existing Alessandro Blvd. median of \$2,322.35 for APN 296-300-005 and \$608.10 for APN 296-300-007. Beginning FY 2012/13, the annual CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Upon approval, the CSD Zone M charges shall be placed on the Riverside County property tax bill. The CSD Zone M charges shall be proportionally adjusted if said APNs are subdivided. If parcels are merged then the annual charges for those parcels shall be combined.

NO** — as the property owner of APNs 296-300-005 and 296-300-007, **I do not approve** the CSD Zone M annual parcel charges. I understand that not incorporating said APNs into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charges shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge*
296-300-005 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$2,322.35
296-300-007 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	608.10

*The weighted value for each APN is equal to its proposed annual charge. The total proposed charge for Oasis Community Church is \$2,930.45.

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on September 13, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE

DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

Albot Nikom
c/o Buddhadhammo Temple
13920 Nason St.
Moreno Valley, CA 92555

July 11, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 488-210-014

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

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 488-210-014 (and any division thereof) the opportunity to express support or opposition for approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

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

CSD Zone M Charge

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

ATTACHMENT 2

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate

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

CSD Zone M Charge

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

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate

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

CSD Zone M Charge

The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 488-210-014 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate

For FY 2011/12, the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is \$392,575.

CSD Zone M Charge

The CSD Zone M parcel charge for FY 2011/12 is \$1,270.91 for the proposed Nason St. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is \$141,530.98.

Annual Adjustment

Beginning in FY 2012/13, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 488-210-014 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M annual

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

Public Hearing

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

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, August 23, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, September 13, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

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

Effect if Inclusion into and Approval of the Charges is Approved

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

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

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

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below and on the following page to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, September 13, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or



A square or rectangle around the box and/or associated clause.

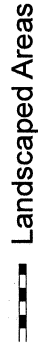
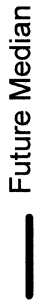
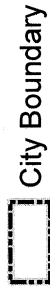
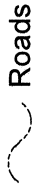
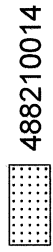
Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

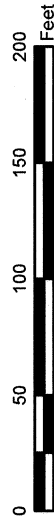
Buddhadhammo Temple

APN 488-210-014

APN 488210014



Map reflects all changes indicated on Riverside County Assessor Maps as of February 2, 2011.



G:\AVP\SDA\PA08-0091 Buddhadhammo Temple.mxd

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



COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL I		LEVEL II	
NPDES Administration <i>(Not covered by CSA 152)</i>		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>		<p>Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs, evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.</p>	
<p>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics</p>		<p>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics</p>	
PROPOSED PARCEL RATE	Per Month \$2.67	Per Year \$32.00	PROPOSED PARCEL RATE
		Per Month \$12.58	Per Year \$151.00

Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)

**OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 488-210-014**

**Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)**

YES* — as the property owner of APN 488-210-014 (and any division thereof), **I approve** the annual CSD Zone M charge of \$1,270.91 for fiscal year (FY) 2011/12. Beginning FY 2012/13, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 488-210-014, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
488-210-014 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$1,270.91

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on September 13, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

**OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 488-210-014**

**National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APN 488-210-014, I approve the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2011/12 the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2012/13, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 488-210-014, I do not approve the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

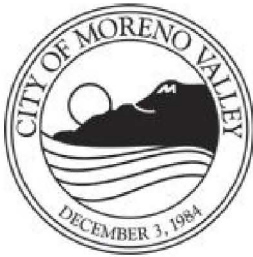
Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
488-210-014 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on September 13, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español



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

Report to City Council

TO: Mayor and City Council and the City Council Acting in its 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: September 13, 2011

TITLE: PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR OASIS COMMUNITY CHURCH—APNS 296-300-005 and 296-300-007 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES

PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR OASIS COMMUNITY CHURCH—APNS 296-300-005 and 296-300-007 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the City Council, after conducting the Public Hearing and accepting public testimony:
 - a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Oasis Community Church—Assessor Parcel Numbers (APNs) 296-300-005 and 296-300-007 and Buddhadhammo Temple—APN 488-210-014;
 - b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing;
 - c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
 - d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 296-300-005, 296-300-007, and 488-210-014.

2. Staff recommends that the Mayor and City Council, acting in its capacity as President and Members of the Board of Directors of the CSD (“CSD Board”), after conducting the Public Hearing and accepting public testimony:
 - a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballots for Oasis Community Church—APNs 296-300-005 and 296-300-007 and Buddhaddhammo Temple—APN 488-210-014;
 - b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing;
 - c. Receive and file with the City Clerk’s office the accepted Official Tally Sheet and APN listing; and
 - d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charges to APNs 296-300-005, 296-300-007, and 488-210-014.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Community and Economic Development Department, conditions new development projects to participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

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

Oasis Community Church (APNs 296-300-005, 296-300-007) and Buddhaddhammo Temple (APN 488-210-014), (collectively “Property Owners”), have Conditions of Approval that require them to provide a funding source to help support the NPDES and the CSD Zone M programs. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the Property Owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. Property Owners are given two

opportunities to address the legislative body. These two opportunities are the Public Meeting on August 23, 2011 and the Public Hearing on September 13, 2011, when the results of the ballot proceeding will be announced.

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

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

The CSD Zone M annual charges were estimated based on the parcel's front linear footage to the existing Alessandro Blvd. and the future Nason St. medians. Upon approval of the charges, APNs 296-300-005, 296-300-007, and 488-210-014 will be subject to the annual charges; however, the annual charge for APN 488-210-014 shall not be levied until such time as the planning of the median begins. Any future development of parcels adjacent to the medians in question shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charge for the affected parcels shall be proportionally adjusted.

ALTERNATIVES

1. **Conduct the Public Hearing**, tabulate the ballots, verify, and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing, receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing, and if approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate and the annual charge for CSD Zone M to APNs 296-300-005, 296-300-007, and 488-210-014 (and any division thereof). *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 result of the mail ballot proceedings for APNs 296-300-005, 296-300-007, and 488-210-014. *This alternative would be contrary to Proposition 218 mandates.*

FISCAL IMPACT

For fiscal year (FY) 2011/12, the NPDES annual regulatory rate and estimated CSD Zone M charge for Oasis Community Church and Buddhadhammo Temple are as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
Oasis Community Church APNs 296-300-005 (and any division thereof) 296-300-007 (and any division thereof)	\$212 212	\$2,322.35 608.10
Buddhadhammo Temple APN 488-210-014 (and any division thereof)	212	1,270.91

Beginning FY 2012/13, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.**

The CSD Zone M annual charge, paid by the property owners of adjacent new developments, provides funding for the maintenance of improved medians within the CSD. The property owner of APNs 296-300-005 and 296-300-007 is being balloted to provide a funding source to supplement the maintenance costs of an existing median funded by the General Fund. The property owner of APN 488-210-014 is being balloted for maintenance costs of a future median that is planned to be constructed on Nason St. **Collection of the CSD Zone M annual charges are restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy

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

Community Image, Neighborhood Pride, and Cleanliness

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

Revenue Diversification and Preservation

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

SUMMARY

The action before the City Council/CSD Board is to accept public testimony, tabulate the returned ballots, verify, and accept the result of the mail ballot proceedings for Oasis Community Church and Buddhaddhammo Temple.

NOTIFICATION

The Property Owners were given more than the required 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, NPDES and Zone M ballots, instructions for marking and returning the ballots, and two postage-paid envelopes for returning the ballots to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the August 23, 2011, Public Meeting and September 13, 2011, Public Hearing was published in The Press-Enterprise on August 4, 2011. Additionally, the Public Hearing notification was published on August 25 and again on September 1, 2011.

ATTACHMENTS

- Attachment 1: Oasis Community Church mail ballot packet
- Attachment 2: Buddhaddhammo Temple mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

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

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

Concurred by:
Mark Sambito,
Engineering Division Manager

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

W:\SpecialDist\jennifert\Ballots for FY 11.12\Zone M NPDES\Oasis Community Church P10-020\Stfrpt PH 09.13.11.doc

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Oasis Community Church
23750 Alessandro Blvd, No. C
Moreno Valley, CA 92553

June 15, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APNs 296-300-005 and 296-300-007

******* OFFICIAL BALLOTS ENCLOSED *******
Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor's Parcel Numbers (APNs) 296-300-005 and 296-300-007 the opportunity to express support or opposition for the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charges for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

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

CSD Zone M Charge

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

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate

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

CSD Zone M Charge

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

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate

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

CSD Zone M Charge

The annual CSD Zone M charges include maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APNs 296-300-005 and 296-300-007 are subdivided. If the APNs are merged then the annual charges for those APNs shall be combined. The charges levied shall not exceed the charges previously approved by the property owner.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate

For FY 2011/12, the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is \$392,575.

CSD Zone M Charge

The CSD Zone M annual charge for FY 2011/12 for the existing Alessandro Blvd. median is \$2,322.35 for APN 296-300-005 and \$608.10 for APN 296-300-007. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is \$141,530.98.

Annual Adjustment

Beginning in FY 2012/13, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APNs 296-300-005 and 296-300-007 (and any division thereof) and shall

be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Upon approval, the CSD Zone M charges shall be placed on the Riverside County property tax bill. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charges will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

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

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, August 23, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, September 13, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

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

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if a simple majority (50%+1) of the APNs are marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charges will be confirmed if a simple majority of the weighted value of APNs are marked in favor of the annual charges.

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

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If there is a tie or if a majority of the returned valid ballots oppose the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If there is a tie or if a majority of the returned valid weighted APNs oppose the CSD Zone M annual charges, then the annual charges will not be levied on the property tax bills and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, September 13, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or



A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE








Adopted by the City Council on January 10, 2006

LEVEL I		LEVEL II	
NPDES Administration (Not covered by CSA 152)		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.	Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	Level I is levied on all parcels conditioned for the NPDES Rate Schedule.	Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			
PROPOSED PARCEL RATE	Per Month \$2.67	Per Year \$32.00	PROPOSED PARCEL RATE
	Per Month \$12.58	Per Year \$151.00	

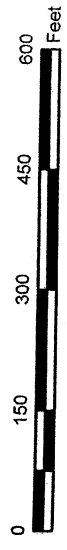
Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)

Oasis Community Church

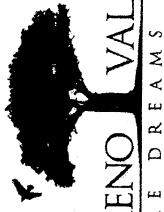
- APN
-  296300005
 -  296300007
 -  Roads
 -  Parcels
 -  City Boundary
 -  Median
 -  Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of June 14, 2011.

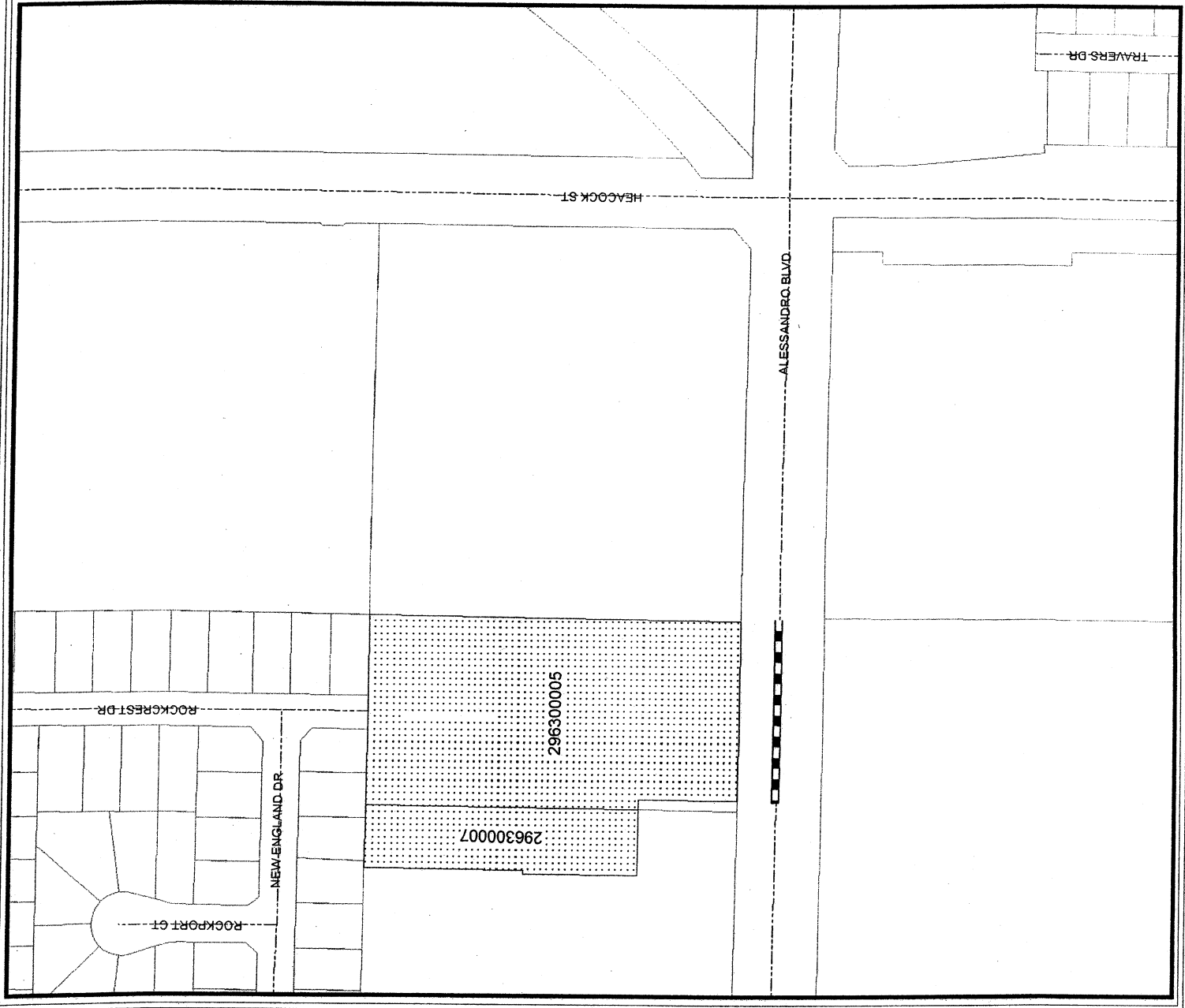


G:\WP\SDA\Oasis Community Church.mxd

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



MORENO VALLEY
WHERE DREAMS SOAR



**OFFICIAL MAIL BALLOT for
Assessor Parcel Numbers (APNs) 296-300-005 and 296-300-007**

**National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APNs 296-300-005 and 296-300-007, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For FY 2011/12, the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2012/13, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 296-300-005 and 296-300-007, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
296-300-005 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
296-300-007 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on September 13, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

**OFFICIAL MAIL BALLOT for
Assessor Parcel Numbers (APNs) 296-300-005 and 296-300-007**

**Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)**

YES* — as the property owner of APNs 296-300-005 and 296-300-007, **I approve** the annual CSD Zone M charge for FY 2011/12 for the existing Alessandro Blvd. median of \$2,322.35 for APN 296-300-005 and \$608.10 for APN 296-300-007. Beginning FY 2012/13, the annual CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Upon approval, the CSD Zone M charges shall be placed on the Riverside County property tax bill. The CSD Zone M charges shall be proportionally adjusted if said APNs are subdivided. If parcels are merged then the annual charges for those parcels shall be combined.

NO** — as the property owner of APNs 296-300-005 and 296-300-007, **I do not approve** the CSD Zone M annual parcel charges. I understand that not incorporating said APNs into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charges shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge*
296-300-005 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$2,322.35
296-300-007 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	608.10

*The weighted value for each APN is equal to its proposed annual charge. The total proposed charge for Oasis Community Church is \$2,930.45.

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on September 13, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE

DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

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

Albot Nikom
c/o Buddhahammo Temple
13920 Nason St.
Moreno Valley, CA 92555

July 11, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 488-210-014

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

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 488-210-014 (and any division thereof) the opportunity to express support or opposition for approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

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

CSD Zone M Charge

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

ATTACHMENT 2

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate

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

CSD Zone M Charge

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

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate

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

CSD Zone M Charge

The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 488-210-014 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate

For FY 2011/12, the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is \$392,575.

CSD Zone M Charge

The CSD Zone M parcel charge for FY 2011/12 is \$1,270.91 for the proposed Nason St. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is \$141,530.98.

Annual Adjustment

Beginning in FY 2012/13, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 488-210-014 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M annual

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

Public Hearing

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

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, August 23, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, September 13, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

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

Effect if Inclusion into and Approval of the Charges is Approved

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

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

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

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below and on the following page to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, September 13, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or









A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

Buddhadhammo Temple

APN 488-210-014

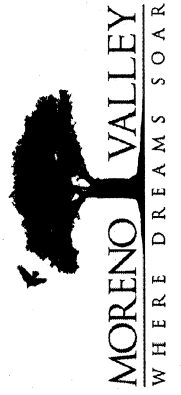
- APN**  488210014
-  Roads
-  Parcels
-  City Boundary
-  Future Median
-  Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 2, 2011.



G:\AVP\SDA\PA08-0091 Buddhadhammo Temple.mxd

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COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL I		LEVEL II	
NPDES Administration <i>(Not covered by CSA 152)</i>		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>		<p>Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs, evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.</p>	
<p>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics</p>			
PROPOSED PARCEL RATE	Per Month	Per Year	PROPOSED PARCEL RATE
	\$2.67	\$32.00	Per Month \$12.58 Per Year \$151.00

Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)

**OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 488-210-014**

**Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)**

YES* — as the property owner of APN 488-210-014 (and any division thereof), I approve the annual CSD Zone M charge of \$1,270.91 for fiscal year (FY) 2011/12. Beginning FY 2012/13, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 488-210-014, I do not approve the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
488-210-014 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$1,270.91

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on September 13, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

**OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 488-210-014**

**National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APN 488-210-014, I approve the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2011/12 the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2012/13, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 488-210-014, I do not approve the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

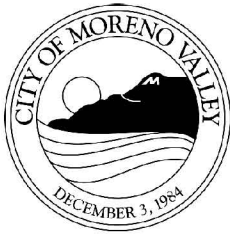
Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
488-210-014 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on September 13, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español



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

Report to City Council

TO: Mayor and City Council Acting in its 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: September 13, 2011

TITLE: PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING A MAIL BALLOT PROCEEDING FOR TRACT 31129 FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council acting in its capacity as the President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

1. Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone D annual charge for Tract 31129;
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 31129.

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 Moreno Valley CSD provides services through full-cost recovery programs. The annual Zone D parcel charge funds administration and service costs for the landscape maintenance, which include: mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, maintenance of the irrigation systems, weed control, litter removal, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas.

DISCUSSION

The CSD currently maintains the landscaping in the parkway for Tract 31129 on the north side Cactus Avenue, east of Landon Road, extending one lot beyond Dusty Coyote Avenue. The parkway area west of Landon Road has not been completed by the developer due to circumstances related to completion of the adjacent lots. The developer has resolved the issues and is now prepared to complete the parkway. Installation of the parkway landscaping will add approximately 1,200 square feet of landscape area to maintain. Staff from Special Districts has asked the developer to complete the installation of the hardscape and irrigation in the parkway but to hold off on installing the plant material until it is determined that there is adequate funding to maintain the additional landscape area.

The current parcel charge collected from the property owners in Tract 31129 will not support the acceptance of any additional area for landscape maintenance. Sufficient funding is not available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. Since 2005 when the original parcel charge was estimated, higher costs for electricity, water, and maintenance have impacted the overall program costs for the current landscaped area.

A mail ballot proceeding is being conducted so that the property owners can decide whether they want to accept the new area and to keep the current level of service by approving an increase or whether they want to reduce services and keep the parcel charge currently paid as part of their property tax bill as previously approved. The property owners in the tract are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on August 23, 2011 and the Public Hearing on September 13, 2011.

If a simple majority (50%+1) of the returned valid ballots approve the increase in the annual charge for Zone D, there shall be an increase in the area of landscaping maintained for Tract 31129 in addition to funding the maintenance of the existing parkway at the same level. 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 be reduced to a level consistent with available funding and the CSD will not accept any additional area to maintain. 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 Tract 31129 for the proposed increase in the CSD Zone D annual parcel charge. *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 result of the mail ballot proceeding for Tract 31129 for the proposed increase in the Zone D annual parcel charge. *This alternative would be contrary to Proposition 218 mandates.*

FISCAL IMPACT

There is no impact on the General Fund for the operation of the CSD Zone D program. The CSD provides services through various zones, such as Zone D (Parkway Landscape Maintenance), which are full-cost recovery programs. The collection of the CSD Zone D annual charge is restricted for landscape maintenance services and administration 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 31129 shall allow the CSD to maintain the appearance of the neighborhood.

Revenue Diversification and Preservation

The proposed increase in the CSD Zone D parcel charge for Tract 31129 is based upon actual costs, which include maintenance and administration.

SUMMARY

The action before the CSD Board is to conduct a public hearing, accept public comments, and tabulate the returned ballots regarding the mail ballot proceeding for Tract 31129.

NOTIFICATION

On July 28, 2011, a ballot packet was mailed to each property owner within Tract 31129. The packet included a notice to property owner, calculation of the 2011/12 standard service charge, map, CSD Zone D service guidelines, 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 August 23, 2011, Public Meeting and September 13, 2011, Public Hearing was published in The Press-Enterprise on August 4, 2011. Additionally, the Public Hearing notification was published on August 25 and again on September 1, 2011.

ATTACHMENTS

Attachment 1: Sample mail ballot packet for Tract 31129

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\Special Dist Administration\Community Services District CSD\Ballots\Ballots for FY 11.12\Zone D\31129\Stfrpt Zone D Tract 31129 PH 09.13.11.doc

Español al reverso

July 28, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 31129 REGARDING ACCEPTANCE OF ADDITIONAL LANDSCAPED AREA AND A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *****
YOUR BALLOT MUST BE RETURNED TO BE COUNTED**

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas on the north side of Cactus Ave. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. *Only returned ballots will determine whether the increase in the annual charge and the acceptance of the additional area to be maintained is approved.* The ballot provides property owners an opportunity to approve or oppose the proposed acceptance of additional parkway landscape along Cactus Ave., west of Landon Rd. and the increase to the annual charges to maintain the new and existing areas (see attached map). If approved, beginning in FY 2011/12 the landscaped service area will increase by approximately 1,200 square feet and each parcel's annual charge shall be **increased by approximately \$4.54 per month** to meet estimated costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to offset the costs to the property owners.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the acceptance of the additional landscaped area and the proposed increase to the annual charge to maintain the new and existing areas.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weed control, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 1

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 31129 REFERENTE A LA ACEPTACIÓN DE PAISAJE ADICIONAL Y A UN PROPUESTO INCREMENTO DEL CARGO ANUAL

******* BOLETA OFICIAL ADJUNTA*****
SU VOTACIÓN DEBE SER DEVUELTA PARA SER CONTADO**

Introducción

El programa de la zona D del distrito de los servicios de comunidad de Moreno Valley (CSD) financia el costo de administración y del servicio para el mantenimiento de áreas ajardinadas comunes en el lado norte de la avenida Cactus. Para mantener servicios del paisaje en el porcentaje de disponibilidad, CSD somete a usted la boleta incluida junto con esta notificación. Solamente las boletas devueltas se determinarán si el aumento en la carga anual y la aceptación del área adicional que se mantendrá es aprobado. La boleta le proporciona a propietarios una oportunidad de aprobar o de oponer la aceptación propuesta de paisaje adicional carretera ajardinada a lo largo de la avenida Cactus., al oeste de Landon Rd. y el aumento a la carga anual para mantener las nuevas y existentes áreas (véa el mapa adjunto). Si está aprobado, comenzará el año fiscal 2011/12 el área de servicio ajardinada aumentará aproximadamente 1.200 pies cuadrados y la carga anual de cada propiedad será aumentada aproximadamente \$4.54 por mes para resolver costos estimados. Los cargos de zona D se recogen por el condado de Riverside cuentas de impuesto sobre la propiedad. La carga anual de la zona D es un cargo con ventaja directa para su comunidad; no hay otras fuentes de ingresos para compensar los costos a los propietarios.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, “The Right to Vote on Taxes Act”, el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición a la aceptación del paisaje adicional y el aumento propuesto al precio anual para mantener las áreas nuevas y existentes.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

Reason for the Increase

Since 2005 when the original parcel charge was estimated, higher costs for electricity, water, and maintenance have impacted the overall program costs for the current landscaped area. Sufficient funding is no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. The CSD has been asked to accept approximately 1,200 square feet of additional landscaping located on the north side of Cactus Ave., west of Landon Rd. Pending property owner approval, the landscaping and irrigation is scheduled to be installed by the developer with the ongoing maintenance to be paid for by the property owners in the benefitting tract. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services for both the existing and new landscaped areas at the standard service level.

Current Charge

The 2010/11 Tract 31129 annual charge for standard landscape maintenance services was \$82.48 per parcel. For FY 2011/12 an annual inflation adjustment was applied, which increased the annual charge to \$83.58 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 was \$1,104,179.22; the total charges levied for Tract 31129 for FY 2010/11 was \$8,990.32.

Proposed Charge

To meet current costs and to allow for the acceptance and ongoing maintenance of the additional landscaped area, the Zone D annual charge is proposed to be adjusted to \$138.00 per parcel. This equates to an estimated annual increase of approximately 65% or \$54.42 per parcel (or approximately \$4.54 per month).

Annual Adjustment

The charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor’s Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 31129.

Fiscal Year	Annual Charge
2009-10	\$81.00
2010-11	\$82.48
2011-12	\$83.58

Duration of the Charge

If approved, the increase in the charge shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

¿La Razón por el Incremento?

Desde 2005 cuando el precio de propiedad originalmente fue estimado, gastos más altos de electricidad, agua, y el mantenimiento han afectado los gastos del programa totales para la propiedad corriente. Fondos suficientes ya no estan disponibles para compensar la diferencia entre los gastos actuales y los gastos anuales pagados por los dueños de la propiedad. No hay otros fondos de ingresos para pagar el mantenimiento de propiedad. Se ha pedido que el CSD acepte aproximadamente 1,200 pies cuadrados de la jardinería ornamental adicional localizada en el lado norte de la avenida Cactus, al Oeste de Landon Rd. La aprobación del dueño de propiedad esta pendiente, la propiedad ornamental y la irrigación esta programada para ser instalado por el revelador y los gastos del mantenimiento sera pagado por los dueños de la propiedad para beneficiar el fraccionamiento. Ya que los gastos de la propiedad corrientes no proporcionan la financiación adecuada para el gasto entero del mantenimiento de paisaje se requiere que el CSD someta una votación a los dueños de propiedad para buscar la aprobación para un aumento al precio anual para mantener servicios tanto para la existencia como para nuevas propiedades en el nivel del servicio estándar.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 31129 es de \$82.48 por parcela. Para el año fiscal 2011/12 un ajuste de inflación anual fue aplicado, que aumentó el precio anual a \$83.58 dólares por propiedad. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de \$1,104,179.22, los gastos totales de impuestos para el Fraccionamiento 31129 para año fiscal 2010/11 eran \$8,990.32 dólares.

Cargo Que Se Propone

Para mantener gastos corrientes y tener la aceptación y continuar el mantenimiento del paisaje adicional, la Zona D precio anual es propuesta para ser ajustado a \$138.00 dólares por propiedad. Se compara con un aumento anual estimado aproximadamente del 65 % o 54.42 dólares por propiedad (o aproximadamente \$4.54 dólares por mes).

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 31129.

Año Fiscal	Cargo Anual
2009-10	\$81.00
2010-11	\$82.48
2011-12	\$83.58

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, August 23, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, September 13, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the acceptance of the additional landscaped area and the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charge of \$138.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charge, the additional landscaped area will not be planted and the landscape maintenance service level for the existing area shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charge, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the landscape service area and the 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 of or opposition to the proposed increase to the 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.

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley.**

<u>Junta Publica</u> Martes, 23 de Agosto , 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	<u>Audiencia Publica</u> Martes, 13 de Septiembre , 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)
-------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban aceptación del paisaje adicional y el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de \$138.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el paisaje adicional no será plantada y el servicio de mantenimiento para el área existente será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al área de servicio de paisaje y al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

- Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on Tuesday, **September 13, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or



A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

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, 13 de Septiembre del 2011**, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.



Una marca que este mayormente dentro de la caja;



Una X que este mayormente dentro de la caja;



Un punto o marca ovalada que este mayormente dentro de la caja;



Llenar la caja completamente mayormente dentro de las líneas;



Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;



Un circulo alrededor de la caja y/o la cláusula asociada; o



Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

**CSD ZONE D, TRACT 31129
FY 2011/12 BUDGET**

	Current	Proposed
LANDSCAPE AREA		
Existing Square Feet	12,395	12,395
Additional Square Feet	-	1,185
Total Acres	0.28	0.31
REVENUES		
Approximate Charge Per Month	\$ 6.97	\$ 11.50
	x 12 months	x 12 months
Total Annual Zone D Charge	\$ 83.58	\$ 138.00
Number of parcels	109	109
Total Revenue	\$ 9,110.22	\$ 15,042.00
EXPENSES		
Direct Costs		
Base Maintenance Contract	\$ 3,480.48	\$ 3,829.56
Water (Eastern Municipal Water District)	2,286.27	2,504.83
Electricity (SCE)	116.83	116.83
Vandalism Repair	-	-
Repair and Replacement/Miscellaneous Direct Expenses	435.91	477.59
Landscape Inspectors/Technicians and Support Services	5,058.24	5,539.51
Parts and Equipment	331.51	363.05
Subtotal Direct Costs	\$ 11,709.24	\$ 12,831.37
Indirect Costs		
Miscellaneous Indirect Expenses	\$ 239.89	\$ 262.72
Special Districts Program Administration	588.28	644.25
City Administration	1,187.41	1,300.39
Subtotal Indirect Costs	\$ 2,015.58	\$ 2,207.36
Total Expenses	\$ 13,724.82	\$ 15,038.73
Shortfall	\$ (4,614.60) *	\$ 3.27

* Based on the current square feet of landscaped area, the annual parcel charge required to meet meet current expenses would be \$126.00.

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs due to vandalism.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax rolls.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes accounting, management, reporting and regulation compliance, Riverside County fees, and other municipal agency services.

City Administration: includes cost for Council and administrative services, liability insurance, technology, and facilities.

**CSD ZONA D, FRACCIONAMIENTO 31129
PRESUPUESTO DEL AÑO FISCAL 2011/12**

	Corriente	Propuesto
ÁREA AJARDINADA		
Pies Cuadrados Existentes	12,395	12,395
Pies Cuadrados Adicionales	-	1,185
Acrees Totales	0.28	0.31
INGRESOS		
Precio aproximado por mes	\$ 6.97	\$ 11.50
	x 12 meses	x 12 meses
Precio total anual de zona D	\$ 83.58	\$ 138.00
Cantidad de propiedades	109	109
Total de Ingresos	\$ 9,110.22	\$ 15,042.00
EGRESOS		
Costos Directos		
Contrato de Mantenimiento Base	\$ 3,480.48	\$ 3,829.56
Agua (Eastern Municipal Water District)	2,286.27	2,504.83
Electricidad (SCE)	116.83	116.83
Reparación de Vandalismo	-	-
Reparación o Reemplazo/Egresos Misceláneos Directos	435.91	477.59
Inspectores de Jardinería/Servicios de Apoyo Técnicos	5,058.24	5,539.51
Partes y Equipo	331.51	363.05
Subtotal de Costos Directos	\$ 11,709.24	\$ 12,831.37
Costos Indirectos		
Egresos Misceláneos Indirectos	\$ 239.89	\$ 262.72
Administración de Programa de Servicios Especiales	588.28	644.25
Administración de la Ciudad	1,187.41	1,300.39
Subtotal de Costos Indirectos	\$ 2,015.58	\$ 2,207.36
Total de Egresos	\$ 13,724.82	\$ 15,038.73
	\$ (4,614.60) * \$	3.27

* Basado a los pies cuadrados corrientes del área de paisaje, el precio de propiedad anual requerido para mantener los gastos corrientes sería \$126.00 dólares.

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores/Técnicos de Paisaje y Servicios de Apoyo: el costo del personal por descuido del contratista al paisaje, tiempo de trabajo manual para la ayuda con reparaciones principales y menores, renovación, y proyectos de reemplazo/retiro de paisaje. El personal administrativo maneja contratos de mantenimiento, asegura el pago oportuno de todas las facturas, crea y supervisa el presupuesto de programa anual, y aplica los gastos anuales de impuestos sobre la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envío, etc.

Administración de Distritos Especiales: incluye contabilidad, dirección, informe y conformidad de regulación, honorarios de Riverside County, y otros servicios de agencia municipales.

Administración de Ciudad: incluye el costo para el Consejo y servicios administrativos, seguro de responsabilidad civil, tecnología, e instalaciones.

**COMMUNITY SERVICES DISTRICTS
ZONE D (Parkway Landscape Maintenance)
GENERAL SERVICE LEVEL GUIDELINES ***

DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	STANDARD MAINTENANCE SERVICE	REDUCED MAINTENANCE SERVICE	STREET TREE MAINTENANCE SERVICE
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	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	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	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

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

**DISTRITO DE SERVICIOS COMUNITARIOS
ZONA D (Mantenimiento de Área Ajardinada)
PAUTAS DE NIVEL DE SERVICIO GENERAL***

DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	SERVICIO DE MANTENIMIENTO ESTANDAR	SERVICIO DE MANTENIMIENTO REDUCIDO	SERVICIO DE MANTENIMIENTO STREET TREE
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	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 (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/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 (mínimo)	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	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Tract/Fraccionamiento 31129

- New Landscaped Areas/
Nuevo Areas de jardin
- - - - Landscaped Areas/Areas de jardin
- · - · - Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- ▤ Tract/Fraccionamiento 31129

Map reflects all changes indicated
on Riverside County Assessor Maps
as of July 26, 2011.



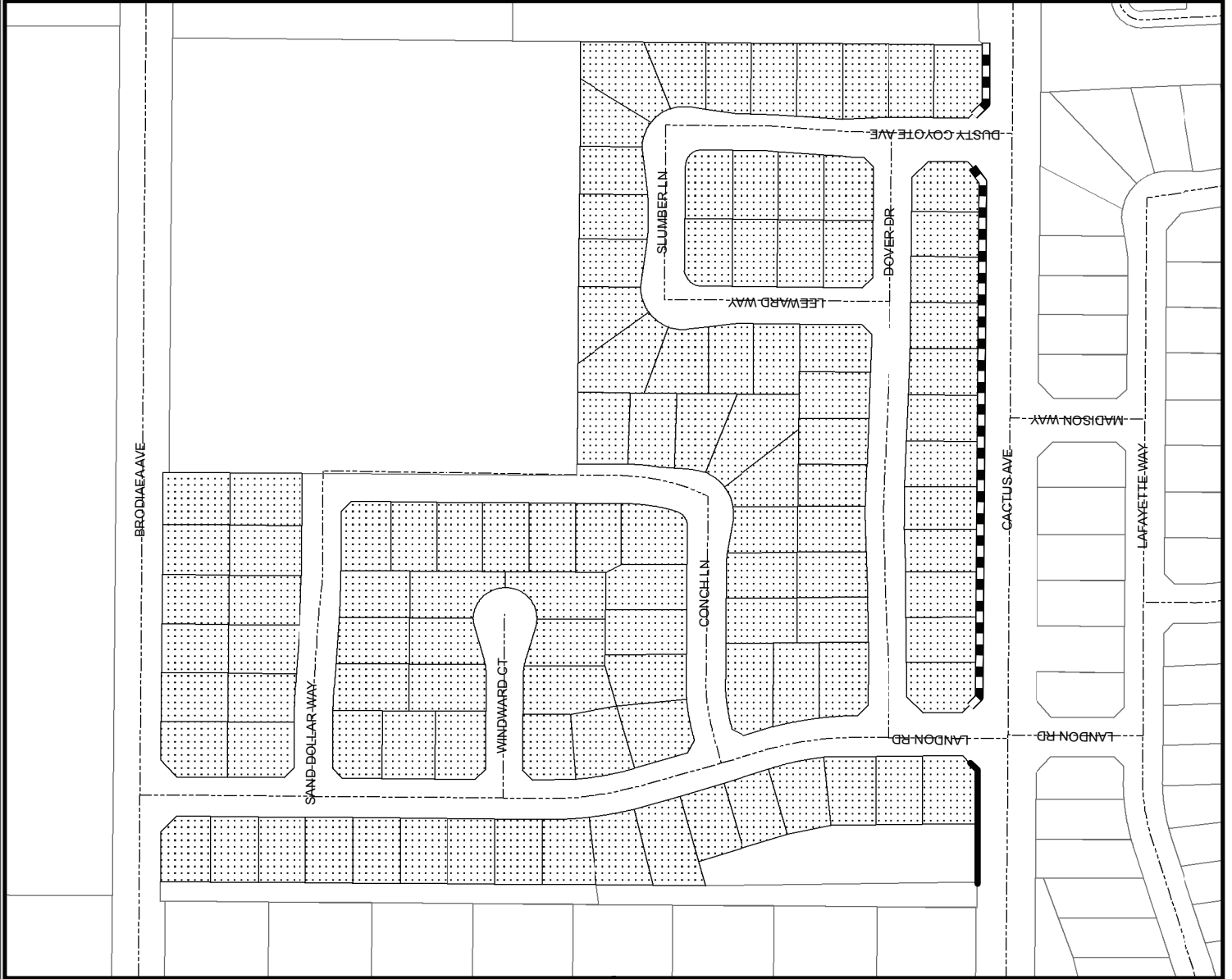
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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification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



MORENO VALLEY
WHERE DREAMS SOAR



Community Briefing

Get Information about the Mail Ballot for Common Area Landscaping

Residential Housing Tract 31129



- Date** August 2, 2011
- Time** 5:00 pm–6:00 pm
- Location** Corner of Cactus Avenue and Landon Road
- For** Property Owners in Residential Housing Tract 31129
- What** City Staff will be available to answer questions about the upcoming Mail Ballot proceeding. In addition to a request to increase the landscaped area around your housing tract, costs to maintain the landscaping have increased. Property owners need to decide whether they want to accept the new area and to keep the current level of service by approving an increase or whether they want to reduce services and keep the parcel charge currently paid as part of their property tax bill the same.

City of Moreno Valley
Public Works Department
Special Districts Division
14325 Frederick Street, Suite 9
Moreno Valley, Ca 92553

Phone: 951-413-3480
E-mail: specialdistricts@moval.org



OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 486551004
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 31129



Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on September 13, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 13 de Septiembre del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

Yes/Si



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, I approve the increase in the maintained landscaped area and an increase in annual charge for Zone D services of \$54.42 per parcel (**approximately \$4.54 per month**). The increase will adjust the approved annual charge from \$83.58 to \$138.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, yo apruebo el incremento en el paisaje mantenido y en el incremento anual a los servicios de la Zona D de \$54.42 por parcela (**aproximadamente \$4.54 mensual**). Dicho incremento resultara en un ajuste al cargo anual aprobado de \$83.58 a \$138.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los años venideros del Departamento de Trabajo.

No/No



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, I do not approve the increase in the maintained landscaped area or the increase in the annual charge for Zone D services of \$54.42 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, yo no apruebo el incremento en el paisaje mantenido o el incremento anual a los servicios de la Zona D de \$54.42 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

ADELIA A BELUSO

27729 DOVER DR
MORENO VALLEY, CA 92555

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CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

- a. Mayor Pro Tem Jesse L. Molina Report
on Riverside Transit Agency (RTA)**

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

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: September 13, 2011

TITLE: APPOINTMENT TO THE PLANNING COMMISSION

RECOMMENDED ACTION

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

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

BACKGROUND

On June 9, 2011, the City Clerk's Office posted a Notice of Opening for the Planning Commission one term expiring March 31, 2013 due to the Planning Commissioner resignation. Appropriate time frames with respect to noticing vacancies were followed.

Twelve applications were submitted and reviewed by the City Council. Six applicants were interviewed by the City Council on August 22, 2011. In alphabetical order, the selected applicants to be placed on the ballot for consideration of appointment are as follows:

Ray Carbajal, Andrew Frost, and Jeff Giba.

ALTERNATIVES

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

NOTIFICATION

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

ATTACHMENTS/EXHIBITS

1. List of Planning Commission Applicants Selected for the Interviews

Prepared By: Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval: Jane Halstead
City Clerk, CMC

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

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List of Planning Commission Applicants
Interviewed on August 22, 2011

Roy Blackmon

Ray Carbajal Jr.

Andrew David Frost

Jeffrey Giba

Erfan Gonzalez

Brian Lowell

Attachment 1

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APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RH
CITY MANAGER	ms

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Assistant City Manager

AGENDA DATE: September 13, 2011

TITLE: APPROVAL OF A RESOLUTION SUPPORTING THE DISPLAY OF THE NATIONAL MOTTO "IN GOD WE TRUST" IN THE COUNCIL CHAMBER

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Resolution No. 2011-95 supporting the display of the national motto "In God We Trust" in the Council Chamber, and
2. Direct staff to display the motto "In God We Trust" in the Council Chamber.

BACKGROUND

At the June 21, 2011 Study Session, the City Council discussed a request by Mayor Pro Tem Molina to display the nation's motto "In God We Trust" in the City Council Chamber. The City Council directed staff to bring this item back at a regular Council meeting for consideration.

DISCUSSION

"In God We Trust" has appeared on U.S. coins since 1864 and first appeared on paper currency in 1954. In 1956 the United States Congress passed and President Eisenhower signed a joint resolution declaring "In God We Trust" the national motto of the United States. The motto is engraved above the entrance to the U.S. Senate Chamber and above the Speaker's dais in the House of Representatives.

In 2002, the City of Bakersfield voted in favor of displaying the motto in the City Council Chambers. Two years later Bakersfield Council Member Jacquie Sullivan organized *In*

God We Trust - America, a non-profit organization with the goal of encouraging other cities to follow Bakersfield's lead. According to *In God We Trust – America*, there are at least 76 cities in California that now display “In God We Trust” in their Council Chambers or elsewhere. The City of Perris adopted a resolution in April of this year authorizing the display of “in God We Trust” in the Perris City Hall.

The City Attorney's Office has researched the legal aspects of the City Council authorizing the posting or adoption of “In God We Trust.” In 1970 the 9th Circuit court ruled that the use of the motto on coins has nothing to do with the establishment of religion and that its use is of a patriotic or ceremonial character and bears no true resemblance to governmental sponsorship of religious exercise. In 1984 the U.S. Supreme Court upheld the motto, indicating that the motto has lost any significant religious content through repetition. The City Attorney found no case that has ever upheld that the motto constituted an entanglement of government and religion. As such, it is the opinion of the City Attorney that the City's posting or adopting “In God We Trust” would align the City with the cases in which the use of the motto was upheld.

If the proposed resolution is approved by the City Council, staff recommends that the words “In God We Trust” be displayed on the wall behind the Council dais in the Council Chamber, above the City seal. An example of what the display might look like is attached and funding for this is available in the City Manager's discretionary account.

ALTERNATIVES

Approve Resolution No. 2011-95 supporting the display of “In God We Trust” in the Council Chamber, and direct staff to display the motto “In God We Trust” in the Council Chamber. *Staff recommends this alternative.*

Not approve Resolution No. 2011-95 supporting the display of “In God We Trust” in the Council Chamber, and direct staff to display the motto “In God We Trust” in the Council Chamber. *Staff does not recommend this alternative.*

FISCAL IMPACT

Staff estimates that the cost to display “In God We Trust” in the Council Chamber will be approximately \$600. Funds for this use are available in the City Manager's discretionary account.

COUNCIL GOALS

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

SUMMARY

At the June 21, 2011 Study Session, the City Council discussed a request by Mayor Pro Tem Molina to display the nation's motto “In God We Trust” in the City Council Chamber. This was established as the nation's motto in 1956 and hundreds of cities

across the nation have agreed to adopt the motto and/or display “In God We Trust” in their Council Chambers.

ATTACHMENTS

Attachments: Resolution No. 2011-95
 Sample Rendering of Motto Displayed in Council Chamber

Prepared By:
 Michelle Dawson
 Assistant City Manager

Concurred By:
 Robert Hansen
 City Attorney

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

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RESOLUTION NO. 2011-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, SUPPORTING THE DISPLAY OF THE NATIONAL MOTTO "IN GOD WE TRUST" IN THE COUNCIL CHAMBER

WHEREAS, "In God We Trust" became the United States national motto on July 30, 1956 shortly after our nation led the world through the trauma of World War II; and

WHEREAS, these words have been used on U.S. currency since 1864; and

WHEREAS, the same inspiring slogan is engraved above the entrance to the Senate Chamber as well as above the Speaker's dais in the U.S. House of Representatives; and

WHEREAS, in both war and peace, these words have been a profound source of strength and guidance to many generations of Americans; and

WHEREAS, the City of Moreno Valley desires to display this patriotic motto in the Council Chamber as a way to solemnize public occasions and express confidence in our society.

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

That the historic and patriotic words of our nation's motto, "In God We Trust," are hereby authorized to be displayed in the Council Chamber at City Hall.

APPROVED AND ADOPTED this 13th day of September, 2011.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2011-95 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of September, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

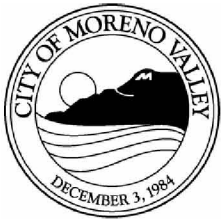
CITY CLERK

(SEAL)

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

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Assistant City Manager

AGENDA DATE: September 13, 2011

TITLE: ADOPT RESOLUTION 2011-96 AUTHORIZING THE STREET NAME CHANGE OF CACTUS AVENUE TO MARCH MEMORIAL DRIVE FROM THE CITY'S WESTERN CITY LIMIT TO HEACOCK STREET

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-96, thereby changing the street name of Cactus Avenue to March Memorial Drive from the City's western city limit to Heacock Street
2. Direct the City Clerk to certify Resolution No. 2011-96 and transmit a copy of the resolution to the Riverside County Assessor's office, 911 Management at the Riverside County Sheriff's Department, as well as the Police Chief, Fire Chief, City Building Official, and the United States Postmaster at Moreno Valley, California
3. Establish trust fund account number 00359.359.2239.15 for all expenditures and deposits related to the renaming of Cactus Avenue
4. Accept a donation from Donald E. Ecker in the amount of \$43,569.90 to cover the expenditures associated with renaming Cactus Avenue to March Memorial Drive from the City's western city limit to Heacock Street

ADVISORY BOARD/COMMISSION RECOMMENDATION

At their March 14 meeting, the Environmental and Historical Preservation Board voted to support the renaming of Cactus Avenue from the City's western city limit to Heacock Street.

BACKGROUND

On November 11, 1988 the City's Cultural Preservation Advisory Board adopted Resolution CPAB 88-2 which designated Alessandro Boulevard as a historical name and landmark. On December 7, 1989, the same board adopted Resolution CPAB 89-3 which gave landmark status to the other historic avenues and streets listed on the 1891 Bear Valley Historic Map, including Cactus Avenue which ran east from Frederick Street to Theodore Street in 1891.

On August 24, 2010 the Moreno Valley City Council established a Military Appreciation Banner Program to recognize Moreno Valley residents, or their immediate family members, who are currently serving in the United States Military. During the development of this program, the Military Appreciation Banner Committee discussed renaming a portion of Cactus Avenue to March Memorial Drive to honor both March Air Reserve Base and the military service personnel who have served our nation from the Base. The section of Cactus Avenue that is being considered for renaming extends from the City's western city limit to Heacock Street.

On November 8, 2010 the Environmental and Historical Preservation Board received a report from the City Manager's Office regarding the proposed renaming of Cactus Avenue to March Memorial Drive due to the associated costs. After a lengthy discussion the Board decided to not support the renaming of Cactus Avenue. However, the Board did recommend that dedication signs be placed on both eastbound and westbound Cactus Avenue designating the section from Elsworth Street to Heacock Street as March Memorial Drive.

At the January 18 City Council Study Session, Council indicated that due to the prohibitive cost of renaming Cactus Avenue to March Memorial Drive they would not support renaming Cactus Avenue. Council did indicate that they may support the idea of placing dedication signs on Cactus Avenue, however they requested the signage be funded by donations from the community.

At the March 14 Environmental and Historical Preservation Board meeting City staff reapproached the Board for their support of renaming Cactus Avenue and presented information on the history of March Air Reserve Base. Staff also indicated that a member from the community was willing to donate money to the City to cover the costs associated with the renaming project. The Board voted to support the renaming of Cactus Avenue to March Memorial Drive from the proposed limits.

DISCUSSION

In March 2011 a private donor, Donald E. Ecker, Chairman, March LifeCare indicated a willingness to donate funds to the City to cover 100% of the costs associated with

renaming Cactus Avenue to March Memorial Drive. City staff worked with the City's Transportation Engineering Division to obtain a preliminary cost estimate for the replacement of 10 City street signs. The cost estimate for this project is \$43,569.90.

The City Manager's Office attended the Environmental and Historical Preservation Board on March 14 and requested the Board Members to reconsider their decision regarding the renaming of Cactus Avenue. While Cactus Avenue from Frederick Street to Theodore Street is part of the historical designation of the 1891 Bear Valley Map, the proposed renaming of Cactus Avenue impacts just one mile of the seven mile segment of Cactus Avenue affected by this historical designation.

Furthermore, the proposed name of March Memorial Drive still honors a very important historical component of Moreno Valley which is March Air Reserve Base. March is one of the oldest airfields operated by the United States military. Through the efforts of Frank Miller (owner of the Mission Inn), Hiram Johnson, and several others, the War Department approved the construction of an airfield near Riverside in 1917. The Alessandro Flying Training Field was established in February 1918 due to Congress demanding that the War Department rapidly increase the size of the military in anticipation of entering World War I. The airfield was renamed to March Field the following month for Second Lieutenant Peyton C. March, Jr., the recently deceased son of then Army Chief of Staff Peyton C. March, who was killed in an air crash in Texas just fifteen days after being commissioned.

The renaming of Cactus Avenue will affect approximately 30 businesses. Property owners of the affected locations as well as businesses that had business licenses with the City were notified of a stakeholders meeting that was conducted on October 11, 2010. Only two stakeholders attended the meeting and both stakeholders were in support of the idea of renaming Cactus Avenue to March Memorial Drive. There are no residences impacted by the renaming of Cactus Avenue. All business owners and property owners will be given at least 12 months notice that the name of Cactus Avenue will be changed to March Memorial Drive once Council adopts the formal resolution.

From August 2011 through September 2011 City staff contacted businesses that would be affected by the street name change to advise them that a resolution renaming Cactus Avenue to March Memorial Drive would be presented to City Council on September 13.

The request for a street name change was circulated through the following offices for comment: 911 Management at the Riverside County Sheriff's Department, Moreno Valley Police Department, Riverside County Fire Department, Moreno Valley Building and Safety, and the United States Post Office. All offices approved the name change, however, the Postmaster from the United States Post Office did notify that City that there could be some confusion between March Memorial Drive and the apartment complex located on Memorial Way. While the numbering for the two streets is very different as one street is an east/west running street with the other is a north/south running street, there could still be some small issues with the delivery of mail.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the street name change of Cactus Avenue to March Memorial Drive from the City's western city limit to Heacock Street; direct the City Clerk to certify said resolution and transmit a copy of the resolution to the Riverside County Assessor's office, 911 Management at the Riverside County Sheriff's Department, as well as the Police Chief, Fire Chief, City Building Official, and the United States Postmaster at Moreno Valley, California; establish trust fund account number 00359.359.2239.15 for all expenditures and deposits related to the renaming of Cactus Avenue; accept donation from Donald E. Ecker in the amount of \$43,569.90 to cover the associated expenditures with renaming Cactus Avenue to March Memorial Drive from the City's western city limit to Heacock Street. *Staff recommends this alternative.*
2. Do not adopt the proposed Resolution authorizing the street name change of Cactus Avenue to March Memorial Drive from the City's western city limit to Heacock Street; do not direct the City Clerk to certify said resolution and transmit a copy of the resolution to the Riverside County Assessor's office, 911 Management at the Riverside County Sheriff's Department, as well as the Police Chief, Fire Chief, City Building Official, and the United States Postmaster at Moreno Valley, California; do not establish trust fund account number 00359.359.2239.15 for all expenditures and deposits related to the renaming of Cactus Avenue; do not accept donation from Donald E. Ecker in the amount of \$43,569.90 to cover the associated expenditures with renaming Cactus Avenue to March Memorial Drive from the City's western city limit to Heacock Street. *Denial will maintain the current street name of Cactus Avenue. Staff does not recommend this alternative.*

FISCAL IMPACT

There is no fiscal impact to the City as the costs associated with the renaming of Cactus Avenue are being funded through a donation by Donald E. Ecker, Chairman, March LifeCare.

CITY COUNCIL GOALS

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

In order to honor the history of March Air Reserve Base as well as honor the men and women serving in the United States Military, the Military Appreciation Banner Committee recommended that the City consider renaming Cactus Avenue to March Memorial Drive from the City's western city limit to Heacock Street. The request for a street name change was circulated through the following offices for comment: 911 Management at the Riverside County Sheriff's Department, Moreno Valley Police Department, Riverside County Fire Department, Moreno Valley Building and Safety, and the United States Post Office. All offices approved the name change.

In March 2011 Donald E. Ecker, Chairman, March LifeCare contacted the City and indicated he was willing to donate the funds to the City to cover 100% of the costs associated with renaming Cactus Avenue to March Memorial Drive. The preliminary cost estimate from the City's Transportation and Engineering Division for this project is \$43,569.90.

Staff is recommending that City Council adopt Resolution 2011-96 which would rename Cactus Avenue to March Memorial Drive from the City's western city limit to Heacock Street and to accept the donation from Mr. Ecker to cover the costs associated with renaming this segment of Cactus Avenue.

NOTIFICATION

September 23, 2010 – Letters mailed to all property owners and to business owners with City business licenses informing them of a stake holder meeting

October 11, 2010 – Stake holder meeting conducted in the City Council Chambers at City Hall

January 13, 2011 – Published on the agenda for the January 18, 2011 Study Session

January 18, 2011 – Report given to City Council on renaming Cactus Avenue

August 2011-September 2011 – Businesses were personally noticed by the City regarding the name change and the date of the City Council meeting

September 8, 2011 - Publication of City Council agenda for September 13, 2011

ATTACHMENTS

Attachment "A" – Vicinity Map of the affected portion of Cactus Avenue

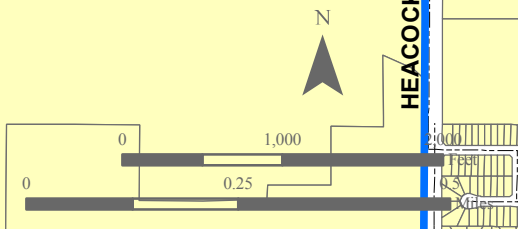
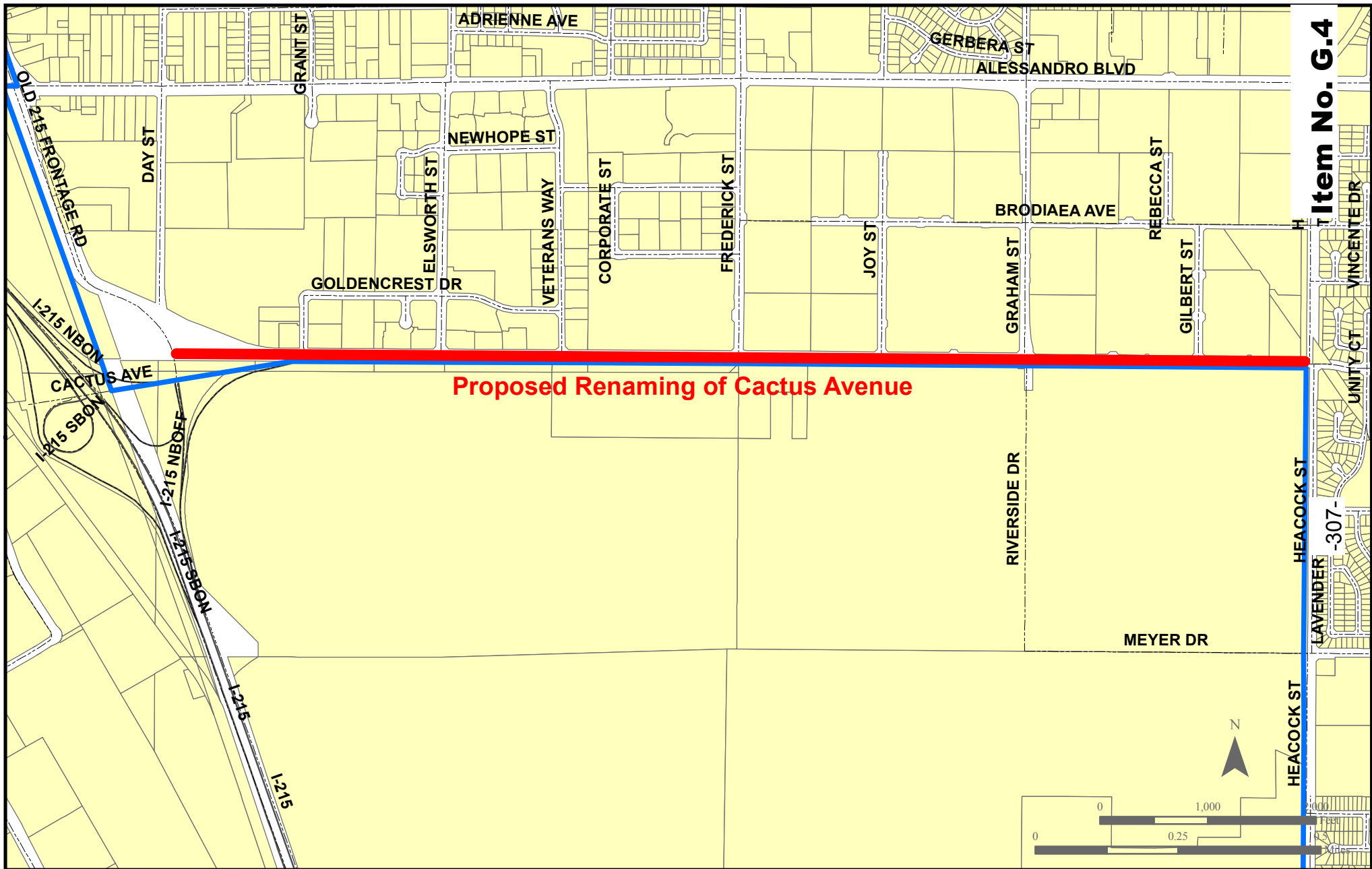
Attachment "B" - Proposed Resolution

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

Department Head Approval:
Michelle Dawson
Assistant City Manager

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

V:\Staff Reports\2011-2012\City Manager's Office\Renaming of Cactus Avenue.doc



Attachment

A




G:\ArcMap\CMOffice\
MarchMemorial_cactus.mxd
Print Date: November 23, 2010

**PROPOSED RENAMING
OF CACTUS AVENUE**

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

Map Produced by Moreno Valley Geographic Information System

Map Legend

-  City Boundaries
-  Streets
-  Highways



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RESOLUTION NO. 2011-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CHANGING THE NAME OF CACTUS AVENUE TO MARCH MEMORIAL DRIVE FROM THE CITY'S WESTERN CITY LIMIT TO HEACOCK STREET

WHEREAS, on August 24, 2010 the Moreno Valley City Council established a Military Appreciation Banner Program to recognize Moreno Valley residents, or their immediate family members, who are currently serving in the United States Military; and

WHEREAS, during the development of the Military Appreciation Banner Program, the Military Appreciation Banner Committee recommended renaming a portion of Cactus Avenue to March Memorial Drive; and

WHEREAS, the renaming of Cactus Avenue to March Memorial Drive from the City's western city limit to Heacock Street would honor both the history of March Air Reserve Base and the military service personnel who have served our nation from this base; and

WHEREAS, the Environmental and Historical Preservation Board voted to support the renaming of Cactus Avenue from the City's western city limit to Heacock Street at their March 14 meeting; and

WHEREAS, none of the concerned agencies affected by such a street name change have expressed any objections to the proposed street name change;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The name of Cactus Avenue from the City's western city limit to Heacock Street is now changed to March Memorial Drive, and
2. Businesses shall be given twelve (12) months to change their stationary and other business related items to reflect the new street name, and
3. The City Clerk of the City of Moreno Valley, California, is hereby authorized and directed to transmit a certified copy of this Resolution to the Riverside County Assessor's office, the Chief of Police, the Fire Chief, the City Building Official, and the United States Postmaster at Moreno Valley, California.

APPROVED AND ADOPTED this 13th day of September, 2011.

Richard A. Stewart, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "B"
RESOLUTION JURAT

[Clerk's office will prepare]

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

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CITY MANAGER'S REPORT

**(Informational Oral Presentation only –
not for Council action)**

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ORDINANCE NO. 829

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION PA08-0098 TO CHANGE THE ZONE FROM BUSINESS PARK TO LIGHT INDUSTRIAL FOR A 55 ACRE SITE (ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026).

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

SECTION 1 GENERAL:

1.1 The applicant, Ridge Rancho Belago, LLC, has filed application PA08-0098, requesting an amendment of the City' Official Zoning Atlas as described in this ordinance.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on July 12, 2011.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 An Environmental Impact Report is proposed for the project under California Environmental Quality Act (CEQA) guidelines.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The project proposes a change to the Zoning Atlas for properties located within Assessor's Parcel Numbers 488-330-003 through -006 and -026 from Business Park (BP) to Light Industrial (LI). Potential impacts to traffic and air quality have been examined through the preparation of a Final Environmental Impact Report. Subject to approval of the Final Environmental Impact Report, the proposed Zone Change is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

ATTACHMENT 4

Ordinance No. 829
Date Adopted:

FACT: The proposed Zone Change will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the Zone Change in accordance with the provisions of the California Environmental Quality Act (CEQA). Subject to approval of the Final EIR, the proposed Zone Change will not have a significant affect on public health or be materially injurious to surrounding properties or the environment as a whole.

3. Conformance with the Zoning Regulations – The proposed pre-zoning is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

FACT: The applicant has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from BP to LI for the 55 acre project site is consistent with the purposes and intent of Title 9.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification as shown on the attached map (marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk).

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5 NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

Ordinance No. 829
Date Adopted: _____

SECTION 6 EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE JURAT

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Ordinance No. 829
Date Adopted: _____

ORDINANCE NO. 830

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION PA10-0017 AMENDING THE MUNICIPAL CODE TO MAKE CHANGES TO CHAPTER 9.05 INDUSTRIAL DISTRICTS.

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

SECTION 1 GENERAL:

1.1 The applicant, Ridge Rancho Belago, LLC, has filed Municipal Code Amendment application PA10-0017, requesting an amendment to the City's Municipal Code, which proposes revisions to Chapter 9.05 of Title 9 to provide a minimum separation/buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on July 12, 2011.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 Although the proposed amendment will be effective citywide, it addresses minor land use matters and does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

SECTION 2: FINDINGS

2.1 With respect to the proposed Municipal Code Amendment, and based upon substantial evidence presented to the City Council during the public hearing on November 30, 2010, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed Municipal Code Amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The project proposes changes to Permitted Uses Table 9.02.020-1 of the Municipal Code. The proposed Municipal Code Amendment is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

ATTACHMENT 5

Ordinance No. 830
Date Adopted:

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

FACT: The proposed Municipal Code Amendment will not adversely affect the public health, safety or general welfare. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption. No land use changes on specific parcels of land are included in the proposed Municipal Code Amendment.

3. Conformance with Title 9 – The proposed Municipal Code Amendment is consistent with the purposes and intent of Title 9.

FACT: The proposed amendment meets all applicable Municipal Code requirements. As proposed, the amendment is consistent with the purposes and intent of Title 9.

SECTION 3 MUNICIPAL CODE AMENDMENT:

3.1 Chapter 9.02 of Title 9 of the City of Moreno Valley Municipal Code is hereby revised as follows:

Chapter 9.05 INDUSTRIAL DISTRICTS

9.05.010 Purpose and intent.

A. The primary purpose of the industrial districts is to provide a sound and diversified economic base and ample employment opportunities for the citizens of Moreno Valley. It is the further intent of this chapter to accomplish this through the establishment of a specific, well-defined pattern of industrial activities which is compatible with residential, commercial, institutional and open space uses located elsewhere in the community; has good access to the regional transportation system; accommodates the personal needs of workers and business visitors; and which meets the service needs of local businesses.

B. In addition to the above, it is the further intent of the industrial districts:

1. To reserve appropriately located areas for industrial use and protect these areas from inharmonious uses;

2. To protect residential, commercial and nuisance-free nonhazardous industrial uses from noise, odor, dust, smoke, truck traffic and other objectional influences and from fire, explosion, radiation and other hazards potentially related to certain industrial uses;

3. To provide sufficient open space around industrial structures to protect them and surrounding areas from hazard and to minimize the impact of industrial plants on nearby residential or commercial districts; and

Ordinance No. 830
Date Adopted: _____

4. To minimize traffic congestion and to avoid the overloading of utilities by restricting the construction of buildings and structures of excessive size in relation to the size of the buildable parcel. (Ord. 359 (part), 1992)

9.05.020 Industrial districts.

A. Business Park District (BP). The primary purpose of the business park (BP) district is to provide for light industrial, research and development, office-based firms and limited supportive commercial in an attractive and pleasant working environment and a prestigious location. This district is intended to provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses.

B. Light Industrial District (LI). The primary purpose of the light industrial (LI) district is to provide for light manufacturing, light industrial, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for light industrial uses that can meet high performance standards. This district requires buffering between residential districts and industrial and warehouse structures greater than 50,000 square feet in building area within the LI district. Please refer to the Special Site Development Standards in Section 9.05.040.B.9.

C. Industrial (I). The primary purpose of the industrial (I) district is to provide for manufacturing, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for industrial uses that can meet high performance standards but that frequently do not meet site development standards appropriate to planned research and development parks.

D. Business Park-Mixed Use (BPX). The purpose of the business park-mixed use (BPX) district is to provide locations for limited convenience commercial and business support services within close proximity to industrial and business park uses. (Ord. 693 § 2 (part) (Exh. B), 2005; Ord. 590 § 2 (part), 2001; Ord. 359 (part), 1992)

9.05.030 Permitted uses for industrial districts.

For the industrial district, unless otherwise expressly provided in this title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 of this title. (Ord. 359 (part), 1992)

9.05.040 Industrial site development standards.

A. General Requirements.

1. The following table sets forth minimum property development standards for all land, buildings and structures constructed within the specified industrial districts. All sites shall conform to the dimensions set forth in this section. A development or

center may, however, be a combination of many parcels totaling at least the required site size, but its design must be integrated and unified.

2. In addition, projects must comply with the special requirements enumerated in Section 9.05.040(B), the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and programs.

Table 9.05.040-8
Industrial Site Development
Minimum Standards

Requirement	BP / LI ¹	BPX	I
1. Minimum site area (in acres)	1	1	5
2. Minimum site width (in feet)	200	200	300
3. Minimum site depth (in feet)	200	200	300
4. Minimum front building setback area (in feet)	20	20	20
5. Minimum interior side building setback area (in feet)*	*(see note below)	*(see note below)	—
6. Minimum street side building setback area (in feet)	20	20	20
7. Minimum rear building setback area (in feet)*	*(see note below)	*(see note below)	—

¹See Special Site Development Standards 9.05.040.B.9 for unique separation requirements for structures greater than 50,000 square feet in building area.

*Structures shall be constructed on the property line or a minimum of three feet from the property line.

B. Special Site Development Standards.

1. When any industrial district abuts a property in any residential district, a minimum building setback equal to the building height, but not less than of twenty (20) feet shall be required from such residential district. Further, the ten (10) feet of such setback nearest the district boundary line shall be landscaped.

2. Where off-street parking areas industrial districts are visible from any street, screening in the form of a landscaped earthen berm, shrubs, or decorative wall three feet in height shall be erected between the required landscape area and the parking area.

3. In all industrial districts, required front building setback areas shall be landscaped. The landscaping shall consist predominantly of plant materials except for necessary walks and drives.

4. Except as otherwise permitted, a street side building setback area in any industrial district shall be used only for landscaping, pedestrian walkways, driveways or off-street parking. Where off-street parking in any industrial district is located within building setback areas, a minimum landscaped area ten (10) feet in depth shall be provided between the property line and parking area, with an additional minimum landscaped area ten (10) feet in depth required between the parking area and the building.

5. Except as otherwise permitted, required rear and interior side building setback areas in any industrial district shall be used only for landscaping, pedestrian walkways, driveways, off-street parking or loading, recreational activities or facilities, and similar accessory activities.

6. Parking for each use shall comply with the requirements of Chapter 9.11 and this section.

7. The land uses planned for each development shall be specified on the approved site plans. No use shall be established unless the development where it is located has adequate parking facilities to accommodate such use and any planned uses that share parking facilities with such use.

8. In the BP, LI and I districts, the retail sales of goods produced or warehoused in connection with a manufacturing, assembly or warehouse use may be conducted, provided that no more than fifteen (15) percent of the gross floor area of the space occupied by such use is devoted to retail sales. Any merchandise storage or display areas to which the public has access shall be considered as committed to the percentage of building area used for retail purposes.

9. In the LI district, industrial and warehouse structures greater than 50,000 square feet in building area shall be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

10. The parcelization of a business complex for marketing, financing or other purpose shall not establish separate privileges with respect to the maximum percentage of floor area specified in this section with respect to the BPX district. (Ord. 643 § 2.2, 2003; Ord. 616 § 2.2.5, 2005; Ord. 590 § 2 (part), 2001; Ord. 497 §§ 1.1, 1.2, 1.3, 1996; Ord. 464 §§ 1.2, 1.3, 1995; Ord. 405 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)

SECTION 4: EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

4.2 All prior enactments of the City, which are in conflict with this Ordinance, are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 5: NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Ordinance No. 830
Date Adopted: _____

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

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

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Ordinance No. 830
Date Adopted:

Item No. H.2 .2

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