

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**MORENO VALLEY COMMUNITY SERVICES DISTRICT**  
**CITY AS SUCCESSOR AGENCY FOR THE**  
**COMMUNITY REDEVELOPMENT AGENCY OF**  
**THE CITY OF MORENO VALLEY**  
**MORENO VALLEY HOUSING AUTHORITY**  
**BOARD OF LIBRARY TRUSTEES**

**August 28, 2012**

**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 951.413.3705 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.*

William H. Batey II, Mayor Pro Tem  
Jesse L. Molina, Council Member

Richard A. Stewart, Mayor

Robin N. Hastings, Council Member  
Marcelo Co, Council Member

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**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**August 28, 2012**

**CALL TO ORDER**

SPECIAL PRESENTATIONS

1. RECOGNITION OF 2012 SUMMER READING PROGRAM SUPER READERS, BY MORENO VALLEY FRIENDS OF THE LIBRARY
  
2. EMPLOYEE OF THE QUARTER RECOGNITION, 2ND QUARTER 2012
  - a) MaryLou Antero, Accounts Payable Supervisor
  
  - b) Jim White, Accounting Technician
  
3. RECOGNITION OF MVTV-3 SCAN NATOA STAR AWARDS



**AGENDA  
JOINT MEETING OF THE  
CITY COUNCIL OF THE CITY OF MORENO VALLEY  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY AS SUCCESSOR AGENCY FOR THE  
COMMUNITY REDEVELOPMENT AGENCY OF THE  
CITY OF MORENO VALLEY  
MORENO VALLEY HOUSING AUTHORITY  
AND THE BOARD OF LIBRARY TRUSTEES**

**\*THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD  
MEETINGS\***

**REGULAR MEETING - 6:30 PM  
AUGUST 28, 2012**

**CALL TO ORDER**

(Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority 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**

Pastor Terry A. Harts - Unity Christian Center Church of Moreno Valley

**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

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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, City as Successor Agency for the Redevelopment Agency, Housing Authority 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 JULY 10, 2012 (Report of: City Clerk Department)**

**Recommendation:**

Approve as submitted.

#### **A.3 APPROVAL OF THE CHECK REGISTER FOR MAY, 2012 (Report of: Financial & Administrative Services Department)**

**Recommendation:**

Adopt Resolution No. 2012-67, approving the Check Register for the month of May, 2012 in the amount of \$13,875,994.96.

Resolution No. 2012-67

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of May, 2012.

#### **A.4 APPROVAL OF THE CHECK REGISTER FOR JUNE, 2012 (Report of: Financial & Administrative Services Department)**

**Recommendation:**

Adopt Resolution No. 2012-68, approving the Check Register for the month of June, 2012 in the amount of \$22,489,803.50.

Resolution No. 2012-68

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A Resolution of the City Council of the City of Moreno Valley, California Approving the Check Register for the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of June, 2012

A.5 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO C P CONSTRUCTION CO. INC. FOR THE CORPORATE YARD SEWER IMPROVEMENTS – PROJECT NO. 803 0002 70 77 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Award the construction contract to C P Construction Co., Inc. (C P Construction), PO Box 1206, Ontario, CA 91762, the lowest responsible bidder, for the Corporate Yard Sewer Improvements;
2. Authorize the City Manager to execute a contract with C P Construction;
3. Authorize the issuance of a Purchase Order to C P Construction in the amount of \$272,710.32 (\$227,258.60 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 C P Construction, up to but not to exceed the \$45,451.72 contingency; and
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to C P Construction if no claims have been filed against the project.

A.6 APPROVAL OF THE AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TOTAL MAXIMUM DAILY LOAD (TMDL) TASK FORCE (Report of: Community & Economic Development Department)

**Recommendation:**

1. Approve the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force approved as to form by the City Attorney;
2. Appoint the Community and Economic Development Director as the primary representative and appoint the Storm Water Program Manager as the alternate representative to the TMDL Task Force;
3. Authorize the Community and Economic Development Director to execute future amendments to the Agreement as approved by the

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City Attorney;

4. Authorize the Mayor to execute the Agreement; and
5. Direct the City Clerk to attest to the Mayor's signature and transmit the executed Agreement to the Santa Ana Watershed Project Authority.

A.7 REJECTION OF ALL BIDS FOR CONSTRUCTION OF THE TRANSPORTATION MANAGEMENT CENTER - PROJECT NO. 808 0005 70 76 (Report of: Public Works Department/TED)

**Recommendation:**

1. Reject all bids opened on July 2, 2012 for the Transportation Management Center project; and
2. Direct staff to re-advertise for construction bids for the Transportation Management Center project.

A.8 PA08-0072 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF RESOURCE WAY FROM CORPORATE STREET TO FREDERICK STREET FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM SEPTEMBER 3, 2012 – OCTOBER 1, 2012 - DEVELOPER: US REAL ESTATE LIMITED PARTNERSHIP, SAN ANTONIO, TX 78230 (Report of: Community & Economic Development Department)

**Recommendation:**

Authorize a full road closure of Resource Way from Corporate Street to Frederick Street for the construction of street improvements from September 3, 2012 – October 1, 2012.

A.9 P11-048, PA08-0072 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D12-002 FOR P11-048, PA08-0072 IMPROVEMENTS ASSOCIATED WITH THE CONCOURSE AT CENTERPOINT INDUSTRIAL BUILDING; NORTHWEST CORNER OF FREDERICK STREET AND CACTUS AVENUE; DEVELOPER: US REAL ESTATE LIMITED PARTNERSHIP, SAN ANTONIO, TX 78230 (Report of: Community & Economic Development Department)

**Recommendation:**

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-002 (DIF Agreement) for P11-048, PA08-0072 improvements and right-of-way dedications; and
2. Authorize the Mayor to execute the DIF Agreement.

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- A.10 P11-048, PA08-0072 - ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) IMPROVEMENT CREDIT / REIMBURSEMENT AGREEMENT #T12-001 -NORTHWEST CORNER OF FREDERICK STREET AND CACTUS AVENUE DEVELOPER: US REAL ESTATE LIMITED PARTNERSHIP 9830 COLONNADE BOULEVARD, SUITE 600, SAN ANTONIO, TX 78230 (Report of: Community & Economic Development Department)

**Recommendation:**

1. Accept the Transportation Uniform Mitigation Fee (TUMF) Improvement Credit/Reimbursement Agreement for P11-048, PA08-0072 public improvements;
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.

- A.11 PM 35150 – INDUSTRIAL – ACCEPT THE SUBSTITUTION AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS - NORTHWEST CORNER OF INDIAN STREET AND NANDINA AVENUE, DEVELOPER: FR/CAL MORENO VALLEY, LLC 114 PACIFICA, SUITE 220, IRVINE, CA 92618 (Report of: Community & Economic Development Department)

**Recommendation:**

1. Accept the substitution of Agreement for Public Improvements and Security for PM 35150;
2. Authorize the Mayor to execute the Agreement contingent upon the cash security being placed into the escrow account;
3. Direct the City Clerk to forward the signed agreement to the County Recorder's Office for recordation;
4. Authorize the City Engineer to exonerate the Faithful Performance Bond and Material and Labor Bond previously submitted by FR/CAL Moreno Valley, LLC, upon acceptance of the substitution agreement and bonds; and
5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said time frame.

- A.12 ADOPTION OF A RESOLUTION OPPOSING SAN DIEGO COUNTY WATER AUTHORITY'S COST-SHIFT (Report of: City Manager's Office)

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**Recommendation:**

Adopt Resolution No. 2012-69 opposing San Diego County Water Authority's Cost-Shift.

Resolution No. 2012-69

A Resolution of the City Council of the City of Moreno Valley, California, Opposing San Diego County Water Authority's Cost-Shift

- A.13 APPROVE RESOLUTION NO. 2012-70 ADOPTING A LOW INCOME PROGRAM AND AMENDING THE ELECTRIC RATES FOR MORENO VALLEY ELECTRIC UTILITY (Report of: Public Works Department)

**Recommendation:**

1. Approve Resolution No. 2012-70 adopting a Low-Income Assistance Program for the residential customers of Moreno Valley Electric Utility; and

Resolution No. 2012-70

A Resolution of the City Council of the City of Moreno Valley Adopting a Low-Income Assistance Program and Amending the Electric Rates for Moreno Valley Electric Utility

2. Adopts the amended Moreno Valley Utility Electric Rates as on file in the Public Works Department.
- A.14 APPROVAL OF COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE CITY OF MORENO VALLEY FOR GILMAN SPRINGS ROAD IMPROVEMENTS - PROJECT NO. 801 0042 70 77 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Approve the Cooperative Agreement for the Gilman Springs Road Improvements project between the County of Riverside and the City of Moreno Valley;
2. Authorize the City Manager to execute the Cooperative Agreement;
3. Authorize the Public Works Director/City Engineer to approve any minor changes that may be requested by the County of Riverside subject to the approval of the City Attorney; and
4. Authorize the Public Works Director/City Engineer to execute any future amendments to the Cooperative Agreement subject to the

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approval of the City Attorney.

A.15 APPROVAL OF THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH WILLDAN ENGINEERING TO PROVIDE UPDATES TO THE PAVEMENT MANAGEMENT PROGRAM - PROJECT NO. 801 0043 70 77 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Approve the Agreement for Professional Consultant Services with Willdan Engineering to provide updates to the Pavement Management Program;
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Willdan Engineering;
3. Authorize the issuance of a Purchase Order to Willdan Engineering in the amount of \$117,000.00 when the Agreement has been signed by all parties; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with Willdan Engineering, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

A.16 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO POWELL CONSTRUCTORS INC. FOR SR-60/MORENO BEACH DRIVE INTERCHANGE PHASE 1 IMPROVEMENTS – PROJECT NO. 801 0038 70 77 [FORMERLY PROJECT NO. 07-41570024] (Report of: Public Works Department/CPD)

**Recommendation:**

1. Award the construction contract for SR-60/Moreno Beach Drive Interchange Phase 1 Improvements to Powell Constructors Inc. (Powell), 8555 Banana Avenue, Fontana, CA 92335, the lowest responsible bidder;
2. Acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board approval;
3. Authorize the issuance of a Purchase Order for \$6,693,170.50 (\$5,354,536.40 bid plus 25% contingency of \$1,338,634.10) to Powell 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 Powell, up to but not to exceed the Purchase Order's total contingency amount of

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\$1,338,634.10, subject to the approval of the City Attorney; and

5. Authorize intermittent full road closures of (1) Moreno Beach Drive between Ironwood Avenue and Trail Ridge Way and (2) Eucalyptus Avenue between Fir Avenue and Motor Way for the duration of construction anticipated to start on October 1, 2012 and be completed by October 1, 2013.

A.17 TRACT MAP 32711 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS, FRONTING THE SOUTH SIDE OF JANET K DRIVE AT THE “T” INTERSECTION OF BOGUE STREET DEVELOPER - ISAAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993, 1430 TANGELO LANE, LA HABRA HEIGHTS, CA 90631, HANSON A. H. HO, TRUSTEE OF THE HO 2001 FAMILY TRUST, 2245 KINGSBRIDGE COURT, SAN DIMAS, CA 91773 (Report of: Community & Economic Development Department)

**Recommendation:**

1. Direct the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32711 to the County Recorder’s Office for recordation; and
2. Contingent upon recordation of the Notification of Requirement for Public Improvement by the Riverside County Recorder’s Office, authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32711 for public improvements.

A.18 TRACT MAP 32710 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS, OCALA COURT, NORTH OF IRONWOOD AVENUE AND EAST OF HEACOCK STREET, DEVELOPER - ISAAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993, 1430 TANGELO LANE, LA HABRA HEIGHTS, CA 90631, HANSON A. H. HO, TRUSTEE OF THE HO 2001 FAMILY TRUST, 2245 KINGSBRIDGE COURT, SAN DIMAS, CA 91773 (Report of: Community & Economic Development Department)

**Recommendation:**

1. Direct the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32710 to the County Recorder’s Office for recordation; and
2. Contingent upon recordation of the Notification of Requirement for Public Improvement by the Riverside County Recorder’s Office,

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authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32710 for public improvements.

A.19 AWARD OF CITYWIDE CAMERA SURVEILLANCE PROJECT CONTRACT AND AUTHORIZATION FOR CITY MANAGER TO EXECUTE CONTRACT AND SUPPORT AGREEMENT WITH AVRIO GROUP SURVEILLANCE SOLUTIONS, LLC PROJECT NO. TS-CCSS 2012-02 (Report of: Financial & Administrative Services Department)

**Recommendation:**

1. Authorize the award of the Citywide Camera Surveillance Project contract to Avrio Group Surveillance Solutions, LLC (Avrio), 3 N. Harrison Street, Suite 100, Easton, Maryland 21601 in an amount not-to-exceed \$1,800,000 for installation;
2. Authorize the City Manager to sign the contract with Avrio; and
3. Authorize the City Manager to execute the support agreement with one-year of maintenance with additional one-year options for maintenance as follows:

Year 1 maintenance Included - No Charge

Year 2 maintenance \$98,000

Year 3 maintenance \$112,000

Year 4 maintenance \$125,000

Year 5 maintenance \$145,000

A.20 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED JUNE 30, 2012 (Report of: Financial & Administrative Services Department)

**Recommendation:**

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

A.21 ACCEPTANCE OF GRANT AWARD FROM THE NATIONAL ANIMAL CONTROL ASSOCIATION & THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (Report of: Financial & Administrative Services Department)

**Recommendation:**

1. Accept a grant award in the amount of \$6,000 from the National Animal Control Association (NACA) and the American Society for the

Prevention of Cruelty to Animals (ASPCA) for the purpose of implementing ASPCA's ID-Me Animal Tagging Project; and

2. Approve revenue and expense appropriations in the grant amount of \$6,000 increasing the Animal Services budget for FY 2012-13 to reflect the grant acceptance.

A.22 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT TO R.I.C. CONSTRUCTION COMPANY, INC., FOR THE CITY ANNEX BUILDING OFFICE RENOVATION PROJECT NO. 803 0004 30 40 (Report of: Human Resources/Facilities)

**Recommendation:**

1. Award the construction contract to R.I.C. Construction Company, Inc., 10675 "E" Avenue Hesperia, CA 92345 as the lowest responsible bidder, for the Moreno Valley Annex Renovation Project in an amount not to exceed \$1,252,000;
2. Authorize the City Manager to execute a contract with R.I.C.;
3. Approve an additional appropriation in the amount of \$400,000 increasing the project budget from \$1,000,000 currently approved to \$1,400,000 based on the actual bids received;
4. Approve a transfer of \$400,000 from the City Hall Development Impact Fee (DIF) Fund to the Annex 1 Renovation Project and approve the revenue and expense appropriations respectively to facilitate said transfer;
5. Authorize the issuance of a Purchase Order to R.I.C. in the amount of \$1,252,000 (\$1,138,000 base bid amount plus 10% contingency) when the contract has been signed by all parties;
6. Authorize the Human Resources Director to execute any subsequent change orders to the contract with R.I.C. up to but not to exceed the Purchase Order contingency of \$114,000; and
7. Authorize the Human Resources Director to record the Notice of Completion upon determination that the work is complete, and release the retention to R.I.C. if no claims are filed against the project.

A.23 RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2013 TO JUNE 30, 2013 (Report of: Community &

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Economic Development Department)

**Recommendation:**

1. Acting in their capacity as Board Members as City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley: Adopt Resolution No. 2012-71 approving a Third Recognized Obligation Payment Schedule ("Third ROPS"), for the period of January 1, 2013 to June 30, 2013

Resolution No. 2012-71

A Resolution of the City Council of the City of Moreno Valley Serving as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley Approving the Third Recognized Obligation Payment Schedule for the Period of January 1, 2013 through June 30, 2013, and Authorizing the Executive Director or his Designee to make modifications thereto

2. Authorize the Executive Director or his designee to make modifications to the Schedule; and
3. Authorize the transmittal of the Third ROPS to the Oversight Board for review and approval.

A.24 OVERVIEW OF REDEVELOPMENT TRAILER BILL AB 1484 (Report of: Community & Economic Development Department)

**Recommendation:**

Receive and file overview report of the Redevelopment Trailer Bill Assembly Bill 1484.

A.25 RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING PROPOSED ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2013 TO JUNE 30, 2013 (Report of: Community & Economic Development Department)

**Recommendation:**

1. Adopt Resolution No. 2012-72 approving the proposed Administrative Budget for the period of January 1, 2013 to June 30, 2013;

Resolution No. 2012-72

A Resolution of the City Council of the City of Moreno Valley serving as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley Approving the Proposed Administrative

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Budget and Authorizing the Executive Director or his Designee to Make Modifications Thereto

2. Authorize the Executive Director or his designee to make modifications to the Schedule; and
3. Authorize the transmittal of the proposed Administrative Budget to the Oversight Board for review and approval.

A.26 TERMINATION OF AUTHORITY TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 7, IMPROVEMENT AREA NO. 2 OF THE CITY OF MORENO VALLEY (Report of: Public Works Department)

**Recommendation:**

That the City Council Acting as the legislative body of Community Facilities District No. 7 of the City of Moreno Valley approve Resolution No. 2012-73 terminating the authority to annex territory to CFD No. 7, Improvement Area No. 2.

Resolution No. 2012-73

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 7 of the City of Moreno Valley, Terminating the Authority to Annex Territory in the Future to Improvement Area No. 2 of Such Community Facilities District

A.27 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

**Recommendation:**

Receive and file the Reports on Reimbursable Activities for the period of July 4 – August 21, 2012.

**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 10, 2012 (Report of: City Clerk Department)

**Recommendation:**

Approve as submitted.

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## **C. CONSENT CALENDAR - HOUSING AUTHORITY**

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

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

### **C.2 MINUTES - REGULAR MEETING OF JULY 10, 2012 (Report of: City Clerk Department)**

**Recommendation:**

Approve as submitted.

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

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

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

### **D.2 MINUTES - REGULAR MEETING OF JULY 10, 2012 (Report of: City Clerk Department)**

**Recommendation:**

Approve as submitted.

## **E. PUBLIC HEARINGS**

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

### **E.1 A PUBLIC HEARING FOR A CITYWIDE AMENDMENT (PA10-0022) TO TITLE 9, CHAPTER 9.08, SECTION 9.08.100, "LIGHTING", SECTION 9.08.190, "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV, "APPLICATIONS FOR HILLSIDE DEVELOPMENT", SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES" ARTICLE VI, "APPLICATIONS FOR LIGHTING", SECTION 9.16.280 "GENERAL REQUIREMENTS, AND CHAPTER 9.15 SECTION 9.15.030, "DEFINITIONS" RELATING TO DARK SKY PROVISIONS FOR LIGHTING. THE APPLICANT IS THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)**

**Recommendation: That the City Council:**

1. Staff recommends that the City Council conduct a public hearing on the proposed lighting standards. Should the City Council choose not to adopt the new standards, no further action is required. Should the City Council choose to adopt the new standards, the following actions

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are required:  
RECOGNIZE that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. INTRODUCE Ordinance No. 851, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

#### Ordinance No. 851

An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA10-0022 to Amend Title 9 of the Moreno Valley Municipal Code, Chapter 9.08, Section 9.08.100 "Lighting" and Section 9.08.190 "Street Lighting", Chapter 9.16, Article IV Applications for Hillside Development Section 9.16.235 "Hillside Design Guidelines", Article VI "Applications for Lighting", Section 9.16.280, "General Requirements" and Chapter 9.15, Section 9.15.030, "Definitions" Relating to Modifications of General Site, Street and Athletic Field/Park Lighting with an Emphasis on Dark Sky Standards Citywide

- E.2 A PUBLIC HEARING (PA11-0013) FOR A CITYWIDE AMENDMENT TO TITLE 9, CHAPTER 9.11, SECTION 9.11.040, "OFF STREET PARKING REQUIREMENTS" TO PROVIDE CONSISTENCY WITH THE CURRENT 2011 CALIFORNIA GREEN BUILDING CODE STANDARDS REQUIRING LOW-EMITTING, FUEL-EFFICIENT AND CARPOOL AND VANPOOL VEHICLE PARKING FOR ALL NEW NON-RESIDENTIAL USES (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

1. After conducting a public hearing, RECOGNIZE that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and
2. INTRODUCE Ordinance No. 852, approving revisions to Title 9 and Section 9.11.040 "Off Street Parking Requirements" to provide consistency with the current 2011 California Green Building Code standards for low-emitting, fuel-efficient and carpool and vanpool

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vehicle parking for all new non-residential uses citywide.

Ordinance No. 852

An Ordinance of the City Council of the City of Moreno Valley, California, (PA11-0013) Amending Title 9 Chapter 9.11, Section 9.11.040, "Off Street Parking Requirements" To Provide Consistency with the Current 2011 California Green Building Code Standards Requiring Low-Emitting, Fuel-Efficient and Carpool and Vanpool Vehicle Parking for New Non-Residential Uses Citywide

- E.3 HEARING ON PROPOSED RESOLUTIONS OF NECESSITY TO MAKE FINDINGS AND DETERMINATIONS AND TO AUTHORIZE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT-OF-WAY FOR THE SR-60/MORENO BEACH INTERCHANGE PROJECT PHASE 2 - PROJECT NO. 801 0021 70 77 (Report of: Public Works Department/CPD)

**Recommendation: That the City Council:**

1. Conduct a hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing;
2. Approve and adopt the Planning Division's finding that the Project is consistent with the General Plan;
3. Find the adoption of the proposed Resolutions of Necessity and acquisition of the fee and easement interests necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment and is excluded from NEPA in that this activity cannot individually or cumulatively have a significant effect on the human environment and no environmental assessment is required. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Initial Study/Negative Declaration (IS/ND) and its NEPA/CEQA Re-validation prepared for the Project;
4. Consider and find that the "Factual Summary to Support Findings Required in Resolutions Nos. 2012-63, 2012-64, 2012-65, and 2012-66" is true and correct as to each of the proposed Resolutions of Necessity;
5. Consider, find and determine that each of the statements, findings

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and facts in each of the proposed Resolutions of Necessity is true and correct;

6. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interests to be taken, by a vote of two-thirds of all members of the City Council.

Resolution No. 2012-63

A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee And The Easements In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APN: 488-080-013];

7. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interests to be taken, by a vote of two-thirds of all members of the City Council.

Resolution No. 2012-64

A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee And The Easements In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To

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Obtain An Order For Prejudgment Possession Of The Subject Property [APNs: 488-080-014 And 488-080-017];

8. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interests to be taken, by a vote of two-thirds of all members of the City Council.

Resolution No. 2012-65

A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee And The Easement In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APN: 488-080-016];

9. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interest to be taken, by a vote of two-thirds of all members of the City Council.

Resolution No. 2012-66

A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee Interest In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To

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Obtain An Order For Prejudgment Possession Of The Subject Property [APN: 488-270-021]; and

10. Direct the City Attorney and Special Eminent Domain Counsel for the City to file appropriate actions in Eminent Domain, including making Deposits of Probable Compensation and to seek Orders for Prejudgment Possession and for all other appropriate orders.

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

### **G. REPORTS**

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

- a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

- G.2 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR NPDES (Report of: Public Works Department)

**Recommendation: That the City Council:**

Accept public comments regarding the mail ballot proceeding for Assessor Parcel Number (APN) 485-081-034 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

- G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR CSD ZONE M (Report of: Public Works Department)

**Recommendation: That the CSD:**

Accept public comments regarding the mail ballot proceeding for APN 485-081-034 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

- G.4 DRAFT ENERGY EFFICIENCY AND CLIMATE ACTION STRATEGY (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

Review the policies in the Draft Energy Efficiency and Climate Action Strategy Document and provide direction to staff in formulating a final document for consideration and approval.

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

G.5.1 Department Update: City Manager's Office. Verbal report by Assistant City Manager Michelle Dawson.

G.6 CITY ATTORNEY'S REPORT (Informational Oral Presentation - Not for Council Action) (Report of: City Attorney)

## **H. LEGISLATIVE ACTIONS**

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

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

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

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

## **CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY**

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency, Housing Authority 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, City as Successor Agency for the Community Redevelopment Agency and Housing Authority 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  
JOINT MEETING OF THE  
CITY COUNCIL OF THE CITY OF MORENO VALLEY  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY AS SUCCESSOR AGENCY FOR THE  
COMMUNITY REDEVELOPMENT AGENCY OF  
THE CITY OF MORENO VALLEY  
MORENO VALLEY HOUSING AUTHORITY  
BOARD OF LIBRARY TRUSTEES**

**REGULAR MEETING – 6:30 PM  
July 10, 2012**

**CALL TO ORDER**

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:41 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street

Mayor Richard A. Stewart announced that the City Council receives a separate stipend for CSD meetings.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Pro Tem William H. Batey II.

**INVOCATION**

Council Member Jesse L. Molina

**ROLL CALL**

Council:

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

Staff:

Jane Halstead	City Clerk
Juliene Clay	Administrative Assistant
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director

Robert Hansen  
Michelle Dawson  
Joel Ontiveros  
Abdul Ahmad  
Ahmad Ansari  
Barry Foster  
Tom DeSantis  
Mike McCarty

City Attorney  
Assistant City Manager  
Police Chief  
Fire Chief  
Public Works Director  
Community and Economic Development Director  
Human Resources Director  
Parks & Community Services Director

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

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert A.21 and A.22 (oppose).

**A. CONSENT CALENDAR-CITY COUNCIL**

A.1 ORDINANCES - READING BY TITLE ONLY

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

A.2 MINUTES - REGULAR MEETING OF JUNE 26, 2012 (Report of: City Clerk Department)

**Recommendation:**

Approve as submitted.

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

**Recommendation:**

Receive and file the Reports on Reimbursable Activities for the period of June 20 - July 3, 2012.

A.4 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD PROJECT NO. 06-50182625, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (Report of: Public Works Department/CPD)

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**Recommendation:**

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue Improvements from Heacock Street to Perris Boulevard, constructed by STI Inc. Trucking and Materials, 18791 Van Buren Boulevard, Suite E, Riverside, CA 92508;
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete 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 STI Inc. Trucking and Materials, 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. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.5 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS, PUNCH-LIST ITEMS, AND CALTRANS ACCEPTANCE ARE COMPLETED FOR THE SR-60/NASON INTERCHANGE, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT IMPROVEMENTS INTO THE CITY-MAINTAINED SYSTEM – PROJECT NO. 98-25897 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance are completed for construction of the SR-60/Nason Interchange Improvements, constructed by All American Asphalt, PO Box 2229, Corona, CA 92878;
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

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3. Authorize the Financial and Administrative Services Director to release the retention to All American Asphalt, 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. Authorize the Public Works Director/City Engineer to accept improvements into the City's maintained system upon acceptance of the improvements as complete.

**A.6 AUTHORIZE AWARD OF CONSTRUCTION CONTRACT TO HARDY & HARPER, INC. FOR IRIS AVENUE PAVEMENT RESURFACING - PROJECT NO. 13-22422410 (Report of: Public Works Department/CPD)**

**Recommendation:**

1. Award the construction contract to include Base Bid Schedule and Additive Bid Schedules A to D to Hardy & Harper, Inc., 1312 Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;
3. Authorize the issuance a Purchase Order to Hardy & Harper, Inc. for the amount of \$1,225,900.00 (\$1,066,000.00 Base Bid Schedule and Additive Bid Schedules amount plus 15% contingency of \$159,900.00) 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 Hardy & Harper, Inc., up to but not to exceed the Purchase Order's total contingency amount of \$159,900.00, subject to the approval of the City Attorney; and
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained roadway system, and release the retention to Hardy & Harper, Inc., if no claims are filed against the project.

**A.7 APPROVE RESOLUTION NO. 2012-56, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR STATE-LOCAL PARTNERSHIP PROGRAM (SLPP) GRANT FUNDING AND APPROPRIATING REQUIRED MATCHING FUNDS FOR THE CACTUS AVENUE WIDENING PROJECT FROM INTERSTATE 215 EASTBOUND OFF-RAMP TO VETERANS WAY PROJECT NO. 07-41678527 (Report of: Public Works Department/CPD)**

**Recommendation:**

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1. Approve Resolution No. 2012-56, authorizing the submittal of an application for the California Transportation Commission (CTC) State-Local Partnership Program (SLPP) grant for the requested amount of \$560,000 for Cactus Avenue Widening from Interstate 215 Eastbound Off-Ramp to Veterans Way;

Resolution No. 2012-56

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing Submittal of an Application for Funds to the California Transportation Commission for the State-Local Partnership Program Grant Under the Proposition 1B Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 for the Cactus Avenue Widening Project from Interstate 215 East Bound Off-Ramp to Veterans Way Project No. 07-41678527

2. Authorize the City Engineer/Public Works Director, on behalf of the City, to accept any SLPP grant funds the CTC may allocate for the Cactus Avenue Widening project; and
3. Authorize the appropriation of funds up to \$560,000 SLPP grant funding monies when and if the grant is awarded by the CTC and accepted by the City Engineer/Public Works Director on behalf of the City, and appropriate up to \$560,000 in matching funds from Development Impact Fees (DIF, Fund 201) if and when the grant application is accepted by the CTC.

A.8 FIRST AMENDMENT TO AGREEMENT WITH FALCON ENGINEERING SERVICES INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE SR-60/MORENO BEACH PHASE 1 PROJECT – PROJECT NO. 07-41570024 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Authorize the "First Amendment to Agreement for Professional Consultant Services, Transportation Uniform Mitigation Fee (TUMF) – Zonal" (First Amendment) with Falcon Engineering Services, Inc. (Falcon), 1020 Aquino Circle, Corona, CA 92879 to provide construction management and inspection services for the SR-60/Moreno Beach Interchange Project (Phase 1) for \$767,821.56;
2. Authorize the City Manager to execute said First Amendment with Falcon;
3. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency

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of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for Approval, and authorize the City Manager to access agency funds only after Oversight Board and State Department of Finance approval;

4. Authorize a Change Order to increase Purchase Order No. 42372 with Falcon by \$767,821.56 from Account No. 797.79731.7200 once the First Amendment has been signed by all parties; and
5. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the contract with Falcon within the authorized purchase order amount subject to the approval of the City Attorney.

A.9 LICENSE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND AMERICAN MEDICAL RESPONSE – INLAND EMPIRE FOR THE USE OF FIRE STATION 91 (Report of: Fire Department)

**Recommendation:**

1. Approve a License Agreement between the City of Moreno Valley and American Medical Response - Inland Empire for the use of Fire Station 91; and
2. Authorize the Mayor to execute the Agreement.

A.10 APPROPRIATION OF EQUIPMENT REPLACEMENT RESERVE FUNDS FOR THE PURCHASE OF A CONFINED SPACE COMMUNICATIONS KIT (Report of: Fire Department)

**Recommendation:**

Approve an appropriation of \$10,500 from Equipment Replacement Reserve Funds to 1010-40-45-30110-660399 for the replacement of a confined space communication kit.

A.11 COMMUNITY ORIENTED POLICING SERVICES (COPS) FUNDING OPPORTUNITY (Report of: Police Department)

**Recommendation:**

1. Approve the grant application and authorize acceptance (if awarded) of the Office of Community Oriented Policing Services (COPS) grant in the amount of \$155,384, entitled "Community Policing Development Program;" and
2. Authorize the revenue and expense budgets in the Community Oriented Policing Services (COPS) Fund 2720 for the Community

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Policing Development Program in the amounts of \$155,384, respectively, upon approval and acceptance of the COPS grant.

- A.12 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE WIDENING OF PERRIS BOULEVARD SOUTHBOUND AT STATE ROUTE 60 WESTBOUND ON-RAMP, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM - PROJECT NO. 08-12566627 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Widening of Perris Boulevard Southbound at State Route 60 Westbound On-Ramp constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92878;
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;
3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, 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. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

- A.13 ACCEPTANCE AND APPROPRIATION OF AN ADDITIONAL \$2,000,000 IN SURFACE TRANSPORTATION PROGRAM - LOCAL (STPL) FUNDS FOR THE SR-60/NASON OVERCROSSING IMPROVEMENT PROJECT - PROJECT NO. 07-41570024 (Report of: Public Works Department/CPD)

**Recommendation:**

Accept and appropriate an additional \$2,000,000 of Surface Transportation Program – Local (STPL) funds for the SR-60/Nason Overcrossing Improvement Project.

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A.14 AUTHORIZATION OF GRANT APPLICATION SUBMITTALS FOR THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) (Report of: Public Works Department/TED)

**Recommendation:**

Authorize the submittal of grant applications for the Highway Safety Improvement Program (HSIP).

A.15 AUTHORIZATION TO AWARD CONTRACT TO ALL CITY MANAGEMENT SERVICES FOR THE ADMINISTRATION OF THE CROSSING GUARD PROGRAM (Report of: Public Works/TED)

**Recommendation:**

1. Authorize the Award of a Crossing Guard Service Contract to All City Management Services to provide adult crossing guard services within the City, commencing with the start of the 2012/2013 school year in mid-August;
2. Authorize the City Manager to execute an agreement with All City Management Services;
3. Authorize the issuance of a Purchase Order to All City Management Services in the amount of \$517,258.50 for the first year of the agreement, and subsequent purchase orders as necessary to fund subsequent years of service in accordance with the terms of the agreement; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with All City Management Services, subject to the approval of the City Attorney.

A.16 AUTHORIZE THE NINTH AMENDMENT TO AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR PROFESSIONAL CONSULTANT SERVICES FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE - PROJECT NO. 09-89791726 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Approve the "Ninth Amendment to Agreement for Professional Consultant Services" with AECOM Technical Services, Inc., for the amount of \$65,785, to provide additional professional services during close-out from the construction of the Indian Detention Basin Drainage Improvements, and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive;

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2. Authorize the City Manager to execute said "Ninth Amendment to Agreement for Professional Consultant Services" with AECOM Technical Services, Inc.;
3. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley, add it to the Recognized Obligation Payment Schedule, submit same to the Oversight Board for approval, and authorize the City Manager to access agency funds only after Oversight Board and State Department of Finance approval;
4. Authorize a Change Order to increase the Purchase Order with AECOM Technical Services, Inc. by \$65,785 when the Ninth Amendment has been signed by all parties; and
5. Authorize the Public Works Director/City Engineer to execute any subsequent minor related amendment(s) to the agreement with AECOM Technical Services, Inc. subject to the approval of the City Attorney.

A.17 AUTHORIZE A PURCHASE ORDER TO JOHNSON POWER SYSTEMS FOR THE EMERGENCY OPERATIONS CENTER FAMILY CARE CENTER GENERATOR PROJECT  
PROJECT NO. 11-24024011 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Authorize the issuance of a Purchase Order in the amount of \$245,670 (\$228,000 plus applicable taxes) to Johnson Power Systems, 656 E. La Cadena Drive, Riverside, CA 92502, for the purchase of the generator set and tank for the Emergency Operations Center Family Care Center;
2. Authorize the issuance of a Purchase Order in the amount of \$73,810 (\$68,500 plus applicable taxes) to Johnson Power Systems, 656 E. La Cadena Drive, Riverside, CA 92502, for the purchase of the additional tank for the existing generator at City Hall, if funding is available at the time of construction award; and
3. Authorize the appropriation of the savings in the amount of \$458,000 from the 2005 Lease Revenue Bond Fund 501 for the Public Safety Building Conversion project to the Emergency Operations Center Family Care Generator project.

A.18 BALLISTIC GLASS UPGRADES (Report of: Police Department)

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**Recommendation:**

1. Approve the Ballistic Glass Upgrades of the Moreno Valley Public Safety Building's (Police Department) lobby and clerical area with a revised estimated cost of \$170,000; and
2. Authorize the use of \$100,000 from the Moreno Valley Police Department's operational savings to be used in conjunction with the previously approved \$70,000 asset forfeiture fund to complete the Ballistic Glass Upgrades.

A.19 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL STREET IMPROVEMENTS PROJECT NO. 08-89791725, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (Report of: Public Works Department/CPD)

**Recommendation:**

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Auto Mall Street Improvements Project to Sean Malek Engineering and Construction, 43905 Margarita Road, Temecula, CA 92592;
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete 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 Sean Malek Engineering and Construction, thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project;
4. Acting as the Successor Agency, approve this action as a recognized payment obligation of the former Redevelopment Agency of the City of Moreno Valley as included on the Oversight Board approved list of projects;
5. Authorize the Public Works Director/City Engineer to accept the portion of improvements that are within the City's jurisdiction into the

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City's maintained system upon acceptance of the improvements as complete; and

6. Authorize the Community and Economic Development Director to release the applicable improvements to the Moreno Valley Auto Mall Landscaping Association for maintenance.

A.20 AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT AND PURCHASE ORDER WITH JD EDGE SOFTWARE (Report of: Financial & Administrative Services Department)

**Recommendation:**

1. Authorize the City Manager to execute an agreement and purchase order with JD Edge Software for costs not-to-exceed \$250,000 (\$199,995 quoted costs plus \$50,005 (25%) contingency) to assist the City in converting Human Resource and Payroll data for incorporation into the City's new ERP system; and
2. Appropriate \$250,000 in FY 2012-13 to the Technology Services Division, Professional Services account from fund balance available from FY 2011-12 savings in the Financial & Administrative Services and Human Resources Departments to fund the contract expenditures for the ERP replacement project.

A.21 ADOPT A RESOLUTION APPROVING THE WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS RECEIVABLE RELATED TO INVESTMENTS WITH LEHMAN BROTHERS HOLDINGS INC. IN THE AMOUNT OF \$2,819,046.30 (Report of: Financial & Administrative Services Department)

**Recommendation:**

Adopt Resolution No. 2012-57, approving the write-off of \$2,819,046.30 in uncollectible Accounts Receivable related to investments in Lehman Brothers Holdings Inc.

Resolution No. 2012-57

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Write-Off of Uncollectible Accounts Receivable related to investments with Lehman Brothers Holdings Inc. in the amount of \$2,819,046.30

A.22 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND ELECTRIC RATE SCHEDULE ED – ECONOMIC DEVELOPMENT RATE FOR MORENO VALLEY UTILITY (Report of: Public Works Department/EU)

MINUTES  
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**Recommendation:**

1. Approve Resolution No. 2012-58 amending Electric Rate Schedule ED – Economic Development Rate for Moreno Valley Utility; and

Resolution No. 2012-58

A Resolution of the City Council of the City of Moreno Valley, California, to amend Electric Rate Schedule ED – Economic Development Rate and Associated Agreement for Moreno Valley Utility

2. Authorize the City Manager to execute, on behalf of the City Council, the amended Economic Development Rate Agreement for New or Expanded Load Electric Service Customer pursuant to Schedule ED - Economic Development Rate.

A.23 CERTIFICATION OF RIVERSIDE HOUSING DEVELOPMENT CORPORATION AS A DESIGNATED COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR FISCAL YEAR 2012-2013 (Report of: Community & Economic Development Department)

**Recommendation:**

Adopt Resolution 2012-59 certifying Riverside Housing Development Corporation (RHDC) as a city-designated Community Housing Development Organization (CHDO).

Resolution No. 2012-59

A Resolution of the City Council of the City of Moreno Valley, California, Designating a Community Housing Development Organization Under the United States Department of Housing and Urban Development Home Investment Partnership Act

A.24 AFFORDABLE HOUSING AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND RIVERSIDE HOUSING DEVELOPMENT CORPORATION FOR 22877 ALLIES PLACE (Report of: Community & Economic Development Department)

**Recommendation:**

1. Adopt Resolution No. 2012-60 and approve the Affordable Housing Agreement by and between the City of Moreno Valley and Riverside Housing Development Corporation (RHDC);

Resolution No. 2012-60

A Resolution of the City Council of the City of Moreno Valley

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Approving an Affordable Housing Agreement by and Between the City and Riverside Housing Development Corporation, A California Nonprofit Public Benefit Corporation

2. Authorize funding the project from the Program Income generated by the Neighborhood Stabilization Program Grant (197.1970.4595), and approve a budget appropriation of \$209,000 for NSP Multi-Family/Rental Rehabilitation (197.19710.6848.001);
3. Authorize funding the project from HOME CHDO Reserve (Fund 176 Fund Balance), and approve a budget appropriation of \$285,075 for RHDC Allies Place Project (New Business Unit);
4. Authorize the City Manager to amend the Affordable Housing Agreement (AHA) or undertake any other actions necessary, proper or convenient to the implementation of the AHA, as long as any revisions do not materially or substantially increase the City's stated obligations or materially change the uses or development permitted on the Site; and
5. Authorize the City Manager, or his appointee, to execute the necessary documents.

A.25 ADOPT RESOLUTION NO. 2012-62, APPOINTING MAYOR RICHARD A. STEWART AS THE CITY'S VOTING DELEGATE AND COUNCIL MEMBERS COUNCIL MEMBER JESSE L. MOLINA AND COUNCIL MEMBER MARCELO CO AS FIRST AND SECOND ALTERNATE DELEGATES RESPECTIVELY, TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING – SEPTEMBER 7, 2012 (Report of: City Clerk Department)

**Recommendation:**

Adopt Resolution No. 2012-62 appointing Mayor Richard A. Stewart as the City's Voting Delegate and Council Members Council Member Jesse L. Molina and Council Member Marcelo Co as first and second alternate delegates respectively to the League of California Cities 2012 Annual Business Meeting.

**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 JUNE 26, 2012 (Report of: City Clerk Department)

MINUTES  
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**Recommendation:**  
Approve as submitted.

**C. CONSENT CALENDAR - HOUSING AUTHORITY**

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

C.2 MINUTES - REGULAR MEETING OF JUNE 26, 2012 (Report of: City Clerk Department)

**Recommendation:**  
Approve as submitted.

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

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

D.2 MINUTES - REGULAR MEETING OF JUNE 26, 2012 (Report of: City Clerk Department)

**Recommendation:**  
Approve as submitted.

**Motion to Approve with the exception of A15, which was pulled for separate action by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings**

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

**E. PUBLIC HEARINGS – NONE**

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

Mayor Richard A. Stewart opened the agenda item for public comments, which were received from Kenneth Wade (oppose) and Brian Stewart (oppose).

A.15 AUTHORIZATION TO AWARD CONTRACT TO ALL CITY MANAGEMENT SERVICES FOR THE ADMINISTRATION OF THE CROSSING GUARD PROGRAM (Report of: Public Works/TED)

**Recommendation:**

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1. Authorize the Award of a Crossing Guard Service Contract to All City Management Services to provide adult crossing guard services within the City, commencing with the start of the 2012/2013 school year in mid-August;
2. Authorize the City Manager to execute an agreement with All City Management Services;
3. Authorize the issuance of a Purchase Order to All City Management Services in the amount of \$517,258.50 for the first year of the agreement, and subsequent purchase orders as necessary to fund subsequent years of service in accordance with the terms of the agreement; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with All City Management Services, subject to the approval of the City Attorney.

**Motion to Continue Item A.15 to August 28, 2012 by m/Council Member Jesse L. Molina, s/Council Member Robin N. Hastings**

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

**G. REPORTS**

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

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

Mayor Richard A. Stewart

The Director of March Joint Powers emailed a link to a story about the grand jury investigating Victorville's mismanagement of their money of the Southern California Logistics Airport Authority. March JPA has numerous and frequent audits, and they are very good.

G.2 REGIONAL GOODS MOVEMENT - ENVIRONMENTAL STRATEGY (POWERPOINT PRESENTATION BY ANNIE NAM, MANAGER GOODS MOVEMENT AND TRANSPORTATION FINANCE)

Not for Council action.

G.3 APPROVE THE LONG RANGE BUSINESS PLAN FOR THE PERIOD FY 2010 THROUGH FY 2020 (Report of: Financial & Administrative Services

MINUTES  
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Department)

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

**Recommendation: That the City Council:**

The Finance Subcommittee recommends that the City Council approve the Long Range Business Plan (LRBP) for the period FY 2010 through FY 2020.

**Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Marcelo Co**

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

- G.4 ADOPT A RESOLUTION OF THE CITY OF MORENO VALLEY DECLARING ITS OFFICIAL INTENT TO PROCEED WITH THE CALIFORNIA COMMUNITIES TOTAL ROAD IMPROVEMENT PROGRAM (TRIP) AND TO REIMBURSE CERTAIN EXPENDITURES FROM PROCEEDS OF INDEBTEDNESS AND RATIFY THE RETENTION OF ORRICK HERRINGTON TO REPRESENT THE CITY IN LEGAL MATTERS RELATED TO THE TRIP FINANCING (Report of: Financial & Administrative Services Department)

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

**Recommendation: That the City Council:**

Adopt Resolution No. 2012-61 approving a resolution declaring the official intent to proceed with the California Communities Total Road Improvement Program (TRIP) and to reimburse certain expenditures from proceeds of indebtedness and ratify the retention of Orrick Herrington (cost expected to be between \$50,000 - \$100,000) to represent the City in legal matters related to the TRIP financing and authorize the legal fees and costs to be paid from COP proceeds.

Resolution No. 2012-61

Resolution of the City of Moreno Valley, California, declaring its Official Intent to Proceed with the California Communities Total Road Improvement Program (Trip) and to Reimburse Certain Expenditures from Proceeds of Indebtedness

**Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Jesse L. Molina**

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

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

City Manager Henry T. Garcia

1. A three minute video has been developed to showcase the efforts of the Economic Development Department. Three buildings are under construction with the potential of up to five. Very optimistic about one of the big potential users. There has been activity on the other buildings. Moreno Valley wants to get the jobs going and get the sales tax. (The video is shown.) Moreno Valley is being aggressively marketed. Efforts that are currently underway are in the south industrial part.

**H. LEGISLATIVE ACTIONS**

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

H.2 ORDINANCES - 2ND READING AND ADOPTION

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

- H.2.1 ORDINANCE NO. 849 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING THE MORENO VALLEY MUNICIPAL CODE REGULATIONS REGARDING: (1) ADOPTING WRCOG GOOD NEIGHBOR GUIDELINES; (2) REVISED PARKING STANDARDS FOR RESTAURANTS; (3) REDUCTION OF (CC) COMMUNITY COMMERCIAL FRONT AND STREET SIDE BUILDING SETBACKS, AND REVISIONS TO PARKING AND LANDSCAPE SETBACKS; (4) PROVIDE FOR PARKING LOT MAINTENANCE STANDARDS, BANNING "TOPPING" OF TREES; AND (5) AMEND THE GENERAL PARKING DESIGN STANDARD WITH REVISED SAFETY FEATURES AND 24 FOOT WIDE DRIVE AISLES (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 26, 2012, BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

Adopt Ordinance No. 849, thereby approving PA10-0030, amending various sections of Title 9 of the City of Moreno Valley Municipal Code.

Ordinance No. 849

An Ordinance of the City Council of the City of Moreno Valley, California, Amending the Moreno Valley Municipal Code Regulations Regarding: (1)

MINUTES  
July 10, 2012

Adopting WRCOG Good Neighbor Guidelines; (2) Revised Parking Standards for Restaurants; (3) Reduction of (CC) Community Commercial Front and Street side Building Setbacks, and Revisions to Parking and Landscape Setbacks; (4) Provide for Parking Lot Maintenance Standards, Banning “Topping” of Trees; and (5) Amend the General Parking Design Standard with Revised Safety Features and 24 Foot Wide Drive Aisles

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

**Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings**

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

- H.2.2 ORDINANCE NO. 850 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SUBSECTION 9.12.050(F) OF TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADDING SUBSECTION 9.12.060(O) TO TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO SIGNS IN THE PUBLIC RIGHT-OF-WAY (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 26, 2012 BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

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

**Recommendation: That the City Council:**

Adopt the proposed Ordinance No. 850, an Ordinance of the City Council of the City of Moreno Valley, California amending sub-section 9.12.050(F) of Title 9 of the City of Moreno Valley Municipal Code and adding sub-section 9.12.060(O) to Title 9 of the City of Moreno Valley Municipal Code relating to signs in the public right-of-way.

Ordinance No. 850

An Ordinance of the City Council of the City of Moreno Valley, California, amending sub-section 9.12.050(F) of Title 9 of the City of Moreno Valley Municipal Code and adding Sub-Section 9.12.060(O) to Title 9 of the City of Moreno Valley Municipal Code Relating to Signs in the Public Right-Of-Way

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**Motion to Approve by m/Council Member Jesse L. Molina,  
s/Mayor Pro Tem William H. Batey II**

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

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

Fonzo Dickerson

1. Maintenance of City

Jose Chavez

1. Safety

JulieAnn Cleveland-Stewart

1. 4th of July Youth Stage success

Tom Jerele, Sr.

1. 4th of July success

Daryl Terrell

1. Vision for Moreno Valley

Pete Bleckert

1. Lehman Brothers

2. Completed job

Dino McGloric

1. Proud to live in Moreno Valley

2. Specials at Chicago Pasta House

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Chris Prudhome

1. Support for passing H.2.2

Stephanie Jackowski

1. 4th of July Youth Stage

**CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL,  
COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE  
COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY**

Council Member Jesse L. Molina

1. Commended the volunteers and staff for a job well done at the 4th of July event.
2. Thanked Rick Teichert for the long range business plan.

Council Member Robin N. Hastings

1. Staff did a phenomenal job at the community meeting on the Nason Street improvements.
2. The State Route 60 and Nason Street ribbon cutting was last week. It reaffirmed huge strides forward are being taken, and it is a dramatic improvement for the people that live on the east end of town.
3. People were excited to hear Eucalyptus is going through.
4. Everyone did a terrific job with the 4th of July. The fireworks were spectacular. Thank you for giving this back to the community.

Mayor Pro Tem William H. Batey II

1. The 4th of July parade was well attended. Those who put on the event did a great job. It was the best 4th of July in a long time. Thanked Ms. Cleveland for the work she does with the kids.
2. The Mayor was criticized for not being equal. When the utility rates were reduced to assist the businesses, the Mayor sent a letter to Edison asking for the same consideration for those they serve. Edison sent a letter stating they were unable to provide a reduction to the businesses they serve. That's part of the reason Moreno Valley went into the utility business was to be able to offer that and create the jobs that were necessary. It is

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something that will need to continue to be worked on with Edison.

3. Received a letter seeking extra funding for Box Springs Mutual Water. There is no funding available for companies looking to improve their water pipes. Moreno Valley is always looking for money to make those improvements.

4. Regarding logistics, it is the first prong to Moreno Valley's economic health. Would like to see Moreno Valley develop the health care corridors and make it a priority. A lot of time and energy has been put into logistics, and now it's time to set in place the foundation for a good solid health care corridor. If Moreno Valley isn't prepared, it will slip through our hands.

5. Moreno Valley is experiencing a heat wave so hydrate and drink lots of water. The heat catches up with you quickly. Check on the elderly daily. They are prone to heat injury. Soccer and sports players please drink lots of water.

6. Wish everyone a great, safe summer.

#### Council Member Marcelo Co

1. This morning was spent negotiating with a company that is teaching nursing to come to Moreno Valley. They were shown areas in Moreno Valley and told Moreno Valley is the best place to do business. The company wanted to expand eight months ago.

2. Met with a consortium of business people this afternoon that want to manufacture solar paneling. The company would start with 100,000 square feet and in two years go to 500,000 square feet. The consortium would like to put in solar panels for Moreno Valley's use.

3. Moreno Valley is trying to bring in an air freight company. It will be discussed with March Joint Powers.

4. Moreno Valley should bring in as many diverse companies as possible. With the new program of giving incentives and fast track approval, Moreno Valley will beat Perris, San Bernardino and Temecula which are also offering incentives.

5. Thank you for the wonderful 4th of July presentation. Signs should be put in banks and businesses saying Moreno Valley is having a big 4th of July celebration.

#### Mayor Richard A. Stewart

1. Rode in the 4th of July parade in an old fire engine. Pete

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Bleckert helped with the maintenance and getting it ready for the parade, and Larry Baird cleaned it up and drove it.

2. The 4th of July was a great event. Staff worked 17 hours on the holiday. There were a lot of volunteers that didn't get paid. Something will need to be done about illegal fireworks.

3. City Council approved a Waste Management recycling fee, and the bills have gone up hundreds of dollars. Staff will look into it.

4. The T J Maxx/Home Goods ribbon cutting is scheduled for August 5 at 7:45 a.m.

5. If there is a power outage, there should be a contingency plan in place for the elderly and sick.

There being no further business to conduct, the meeting was adjourned at 9:11 p.m. by unanimous informal consent.

### **CLOSED SESSION**

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

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

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

The Closed Session will be held pursuant to Government Code:

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

- a) Case: *Los Angeles Engineering v. City of Moreno Valley*  
Court: Riverside Superior Court  
Case No: RIC 524877

#### **2 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL -**

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July 10, 2012

SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

3 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**

None

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 9:16 p.m.  
by unanimous informal consent.

Submitted by:

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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

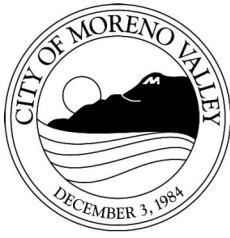
Approved by:

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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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July 10, 2012

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

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** August 28, 2012

**TITLE:** APPROVAL OF CHECK REGISTER FOR MAY, 2012

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### **RECOMMENDED ACTION**

Staff recommends that the City Council adopt Resolution No. 2012-67, approving the Check Register for the month of May, 2012 in the amount of \$13,875,994.96.

### **DISCUSSION**

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of \$25,000 or greater, followed by a listing in alphabetical order of all checks less than \$25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

### **FISCAL IMPACT**

The disbursements itemized in the attached Check Register are reflected in the FY 2011-12 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

### **ATTACHMENTS/EXHIBITS**

Resolution No. 2012-67  
Check Register for Month of May, 2012

Prepared By:  
Cynthia A. Fortune  
Financial Operations Division Manager

Department Head Approval:  
Richard Teichert  
Financial & Administrative Services Director

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

RESOLUTION NO. 2012-67

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF MORENO VALLEY, CALIFORNIA,  
APPROVING THE CHECK REGISTER FOR THE  
MONTH OF MAY, 2012

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period May 1, 2012 through May 31, 2012, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Check Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period May 1, 2012 through May 31, 2012, in the total amount of \$13,875,994.96 is approved.

APPROVED AND ADOPTED this 28th day of August, 2012.

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

Resolution No. 2012-67  
Date Adopted: August 28, 2012

**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. 2012-67 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of August, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

CITY CLERK

Resolution No. 2012-67  
Date Adopted: August 28, 2012





# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHECKS IN THE AMOUNT OF \$25,000 OR GREATER</b>				
<b>ALL AMERICAN ASPHALT, INC.</b>				
			<u>Remit to:</u> <b>CORONA</b>	<b>CA</b>
5/21/2012	212747	574,297.78		
			LOCAL ST. PAVEMNT RESURF. PROJ	493,869.60
			LOCAL ST. PAVEMNT RESURF. PROJ	80,428.18
	<b>Vendor Total</b>	<b>574,297.78</b>		
<b>FYTD for ALL AMERICAN ASPHALT, INC.</b>		<b>6,421,563.53</b>		
<b>BANC OF AMERICA PUBLIC CAPITAL CORP</b>				
			<u>Remit to:</u> <b>ATLANTA</b>	<b>GA</b>
5/1/2012	1205031	59,918.86		
			SEMI-DBT SVC-2012 PRIV PL REF	59,918.86
5/1/2012	1205041	53,472.50		
			SEMI-DBT SVC-2012 PRIV PL-COPS	53,472.50
	<b>Vendor Total</b>	<b>113,391.36</b>		
<b>FYTD for BANC OF AMERICA PUBLIC CAPITAL CORP</b>		<b>1,173,350.08</b>		
<b>CALPERS</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b>	<b>CA</b>
5/14/2012	212666	1,165,000.00		
			ANNUAL REQUIRED CONTRIBUTION	1,165,000.00
	<b>Vendor Total</b>	<b>1,165,000.00</b>		
<b>FYTD for CALPERS</b>		<b>1,184,702.80</b>		
<b>COMPU COM</b>				
			<u>Remit to:</u> <b>RANCHO CORDOVA</b>	<b>CA</b>
5/29/2012	212860	114,816.24		
			MICROSOFT ENTERPRISE AGREEMENT	114,816.24
	<b>Vendor Total</b>	<b>114,816.24</b>		
<b>FYTD for COMPU COM</b>		<b>115,678.84</b>		
<b>DEUTSCH, INC</b>				
			<u>Remit to:</u> <b>ROCKVILLE</b>	<b>MD</b>
5/7/2012	212650	29,695.00		
			SALES/USE TAX ACCRUAL	-2,301.36
			30' X 17' AIRSCREEN AEROPRO	29,695.00
			CALIF SALES TAX @ 7.75%	2,301.36
	<b>Vendor Total</b>	<b>29,695.00</b>		
<b>FYTD for DEUTSCH, INC</b>		<b>29,695.00</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>EASTERN MUNICIPAL WATER DISTRICT</b>			<u>Remit to:</u> <b>PERRIS</b>	<b>CA</b>
5/21/2012	212767	51,155.67		
			WATER CHARGES	969.16
			WATER CHARGES	739.92
			WATER CHARGES	549.34
			WATER CHARGES	774.20
			WATER CHARGES	1,766.73
			WATER CHARGES	14,902.19
			WATER CHARGES	1,858.56
			WATER CHARGES	4,829.83
			WATER CHARGES	4,321.47
			WATER CHARGES	2,967.87
			WATER CHARGES	2,635.91
			WATER CHARGES	5,783.18
			WATER CHARGES	54.72
			WATER CHARGES	900.49
			WATER CHARGES	1,962.86
			WATER CHARGES	556.08
			WATER CHARGES	1,390.03
			WATER CHARGES	1,049.83
			WATER CHARGES	383.05
			WATER CHARGES	77.30
			WATER CHARGES	231.37
			WATER CHARGES	306.11
			WATER CHARGES	109.15
			WATER CHARGES	1,216.41
			WATER CHARGES	819.91
<b>Vendor Total</b>		<b>51,155.67</b>		
<b>FYTD for EASTERN MUNICIPAL WATER DISTRICT</b>		<b>1,306,883.00</b>		
<b>EMPLOYMENT DEVELOPMENT DEPARTMENT</b>			<u>Remit to:</u>	
5/4/2012	3075	31,604.03		
			STATE INCOME TAX W/H 5/4/12	31,604.03
5/29/2012	212871	73,661.77		
			UNEMPLOYMENT INS CLAIMS	73,661.77
5/18/2012	3083	30,232.95		
			STATE INCOME TAX W/H 5/18/12	30,232.95
<b>Vendor Total</b>		<b>135,498.75</b>		
<b>FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT</b>		<b>1,165,841.55</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ENCO UTILITY SERVICES MORENO VALLEY LLC</b>				
5/21/2012	885235	160,013.43	<u>Remit to:</u> <b>ANAHEIM</b> <b>CA</b>	
			NASON TO IRIS NEW SL SYSTEM	103.71
			ENG. REVIEW-SCE PROJ ON CACTUS	145.23
			DISTRIBUTION CHRGS	151,083.45
			SPECIAL CHRGS/TEMP PWR POLES	10,207.00
			BAD DEBT-DEDUCTION	-1,754.86
			ONLINE UTILITY SVCS	228.90
<b>Vendor Total</b>		<b>160,013.43</b>		
<b>FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC</b>		<b>2,449,118.42</b>		
<b>FAMILY SERVICE ASSOCIATION</b>				
5/21/2012	212768	67,073.76	<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
			AFTERSCHOOL SNACKS-CACFP	54,700.56
			AFTERSCHOOL SNACKS-CACFP	12,373.20
<b>Vendor Total</b>		<b>67,073.76</b>		
<b>FYTD for FAMILY SERVICE ASSOCIATION</b>		<b>368,796.66</b>		
<b>GRAFFITI TRACKER, INC.</b>				
5/29/2012	885282	30,000.00	<u>Remit to:</u> <b>OMAHA</b> <b>NE</b>	
			GRAFFITI TRACKING SVCS-POLICE	30,000.00
<b>Vendor Total</b>		<b>30,000.00</b>		
<b>FYTD for GRAFFITI TRACKER, INC.</b>		<b>60,000.00</b>		
<b>HILLCREST CONTRACTING, INC</b>				
5/14/2012	885190	71,037.00	<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
			WIDEN PERRIS BLVD SB LANE @ 60	71,037.00
<b>Vendor Total</b>		<b>71,037.00</b>		
<b>FYTD for HILLCREST CONTRACTING, INC</b>		<b>936,997.19</b>		
<b>INTERNAL REVENUE SERVICE</b>				
5/4/2012	3074	123,473.69	<u>Remit to:</u>	
			FED INCOME TAX W/H 5/4/12	123,473.69
5/18/2012	3082	150,377.61		
			FED INCOME TAX W/H 5/18/12	150,377.61
<b>Vendor Total</b>		<b>273,851.30</b>		
<b>FYTD for INTERNAL REVENUE SERVICE</b>		<b>3,081,135.96</b>		
<b>KIP INCORPORATED</b>				
5/29/2012	212890	94,287.50	<u>Remit to:</u> <b>MURRIETA</b> <b>CA</b>	
			HEACOCK ST BRIDGE IMPRV. PROJ	94,287.50
<b>Vendor Total</b>		<b>94,287.50</b>		
<b>FYTD for KIP INCORPORATED</b>		<b>94,287.50</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>LAWYERS TITLE COMPANY</b>				
			Remit to: <b>NEWPORT BEACH</b>	<b>CA</b>
5/1/2012	1205021	829,845.12		
			ESCROW CLOSING COSTS	4,845.12
			ESCROW DEPOSIT/LAND-INDUST. FS	825,000.00
<b>Vendor Total</b>		<b>829,845.12</b>		

<b>FYTD for LAWYERS TITLE COMPANY</b>	<b>1,361,419.24</b>
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<b>LIM &amp; NASCIMENTO ENGINEERING CORP.</b>				
			Remit to: <b>DIAMOND BAR</b>	<b>CA</b>
5/14/2012	212696	38,736.43		
			INDIAN BASIN STORM DRAIN PROJ	38,736.43
<b>Vendor Total</b>		<b>38,736.43</b>		

<b>FYTD for LIM &amp; NASCIMENTO ENGINEERING CORP.</b>	<b>83,840.37</b>
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<b>MORENO VALLEY UTILITY</b>				
			Remit to: <b>HEMET</b>	<b>CA</b>
5/21/2012	212786	54,711.97		
			ELECTRICITY	152.82
			ELECTRICITY	1,344.85
			ELECTRICITY	375.13
			ELECTRICITY	1,760.17
			ELECTRICITY	8,895.88
			ELECTRICITY	10,764.25
			ELECTRICITY	2,621.20
			ELECTRICITY	5,469.12
			ELECTRICITY	772.35
			ELECTRICITY	1,588.33
			ELECTRICITY	11,665.79
			ELECTRICITY	7,008.27
			ELECTRICITY	236.38
			ELECTRICITY	146.13
			ELECTRICITY	93.84
			ELECTRICITY	70.51
			ELECTRICITY	70.91
			ELECTRICITY	147.31
			ELECTRICITY	100.44
			ELECTRICITY	1,428.29
<b>Vendor Total</b>		<b>54,711.97</b>		

<b>FYTD for MORENO VALLEY UTILITY</b>	<b>691,616.65</b>
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<b>NATIONWIDE RETIREMENT SOLUTIONS</b>				
			Remit to: <b>COLUMBUS</b>	<b>OH</b>
5/4/2012	3071	25,711.85		
			DEF COMP 457 & 401(A) 5/4/12	25,711.85
5/18/2012	3079	25,630.85		
			DEF COMP 457 & 401(A) 5/18/12	25,630.85
<b>Vendor Total</b>		<b>51,342.70</b>		

<b>FYTD for NATIONWIDE RETIREMENT SOLUTIONS</b>	<b>685,461.46</b>
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>NOBLE AMERICAS ENERGY SOLUTIONS</b>				
			<u>Remit to:</u> <b>PASADENA</b> <b>CA</b>	
5/29/2012	885292	69,610.29		
			PURCHASE ELECTRIC ENERGY	152,576.98
			PRIOR PERIOD ADJUSTMENTS	-82,966.69
	<b>Vendor Total</b>	<b>69,610.29</b>		
<b>FYTD for NOBLE AMERICAS ENERGY SOLUTIONS</b>		<b>1,774,531.25</b>		
<b>OLOSKY, SUSAN M</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/14/2012	212708	35,791.00		
			RELOCATION ASSISTANCE PYMT	35,791.00
	<b>Vendor Total</b>	<b>35,791.00</b>		
<b>FYTD for OLOSKY, SUSAN M</b>		<b>40,050.00</b>		
<b>ONE MORENO VALLEY 240, L.P.</b>				
			<u>Remit to:</u> <b>GARDENA</b> <b>CA</b>	
5/29/2012	884	750,000.00		
			OAKWOOD AFFORDBLE HOUSING PROJ	750,000.00
	<b>Vendor Total</b>	<b>750,000.00</b>		
<b>FYTD for ONE MORENO VALLEY 240, L.P.</b>		<b>750,000.00</b>		
<b>PERS HEALTH INSURANCE</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b> <b>CA</b>	
5/9/2012	1205011	195,143.84		
			EMPLOYEE HEALTH INS 5/9/12	195,143.84
	<b>Vendor Total</b>	<b>195,143.84</b>		
<b>FYTD for PERS HEALTH INSURANCE</b>		<b>2,196,752.13</b>		
<b>PERS RETIREMENT</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b> <b>CA</b>	
5/11/2012	3076	215,826.98		
			PERS RETIREMENT 5/11/12	215,826.98
5/25/2012	3084	216,212.99		
			PERS RETIREMENT 5/25/12	216,212.99
	<b>Vendor Total</b>	<b>432,039.97</b>		
<b>FYTD for PERS RETIREMENT</b>		<b>5,164,879.67</b>		
<b>RIV CO FLOOD CONTROL &amp; WATER CONSERVATN</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/7/2012	212619	79,736.00		
			FY 11/12 NPDES COST SHARE	79,736.00
	<b>Vendor Total</b>	<b>79,736.00</b>		
<b>FYTD for RIV CO FLOOD CONTROL &amp; WATER CONSERVATN</b>		<b>212,310.41</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RIVERSIDE COUNTY SHERIFF</b>			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
5/7/2012	885146	2,608,719.35		
			CONTRACT LAW ENF BILL #8	44,881.77
			CONTRACT LAW ENF BILL #8	380.97
			CONTRACT LAW ENF BILL #8	1,425,960.31
			CONTRACT LAW ENF BILL #8	58,816.60
			CONTRACT LAW ENF BILL #8	353,139.52
			CONTRACT LAW ENF BILL #8	5,178.20
			CONTRACT LAW ENF BILL #8	74,996.13
			CONTRACT LAW ENF BILL #8	5,542.17
			CONTRACT LAW ENF BILL #8	69,604.19
			CONTRACT LAW ENF BILL #8	1,184.90
			CONTRACT LAW ENF BILL #8	166,288.46
			CONTRACT LAW ENF BILL #8	2,412.30
			CONTRACT LAW ENF BILL #8	310,741.62
			CONTRACT LAW ENF BILL #8	8,869.24
			CONTRACT LAW ENF BILL #8	35,394.55
			CONTRACT LAW ENF BILL #8	375.70
			CONTRACT LAW ENF BILL #8	44,952.72
5/21/2012	885255	2,716,935.27		
			CONTRACT LAW ENF BILL #9	44,913.12
			CONTRACT LAW ENF BILL #9	434.01
			CONTRACT LAW ENF BILL #9	1,509,346.68
			CONTRACT LAW ENF BILL #9	58,078.12
			CONTRACT LAW ENF BILL #9	375,975.45
			CONTRACT LAW ENF BILL #9	6,233.05
			CONTRACT LAW ENF BILL #9	72,800.24
			CONTRACT LAW ENF BILL #9	8,528.39
			CONTRACT LAW ENF BILL #9	76,334.54
			CONTRACT LAW ENF BILL #9	1,233.35
			CONTRACT LAW ENF BILL #9	193,910.80
			CONTRACT LAW ENF BILL #9	3,505.40
			CONTRACT LAW ENF BILL #9	278,462.13
			CONTRACT LAW ENF BILL #9	7,194.06
			CONTRACT LAW ENF BILL #9	35,365.46
			CONTRACT LAW ENF BILL #9	304.30
			CONTRACT LAW ENF BILL #9	44,316.17
<b>Vendor Total</b>		<b>5,325,654.62</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF</b>		<b>35,660,031.75</b>		
<b>RIVERSIDE COUNTY SHERIFF'S DEPT.</b>			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
5/21/2012	212809	109,505.52		
			FY11/12 FACILITIES EXPENSES	109,505.52
<b>Vendor Total</b>		<b>109,505.52</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF'S DEPT.</b>		<b>370,289.15</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RMA GROUP</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA CA</b>	
5/7/2012	212621	41,984.45		
			SR-60/NASON ST INTRCHNG PROJ	6,772.34
			SR-60/NASON ST INTRCHNG PROJ	877.43
			SR-60/NASON ST INTRCHNG PROJ	11,809.16
			SR-60/NASON ST INTRCHNG PROJ	1,530.00
			SR-60/NASON ST INTRCHNG PROJ	18,587.33
			SR-60/NASON ST INTRCHNG PROJ	2,408.19
<b>Vendor Total</b>		<b>41,984.45</b>		
<b>FYTD for RMA GROUP</b>		<b>147,425.33</b>		
<b>SHELL ENERGY NORTH AMERICA (US) L.P.</b>				
			<u>Remit to:</u> <b>PHILADELPHIA PA</b>	
5/14/2012	885207	453,544.00		
			ENERGY PURCHASE FOR MV UTIL.	453,544.00
<b>Vendor Total</b>		<b>453,544.00</b>		
<b>FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.</b>		<b>5,676,776.00</b>		
<b>SILVER CREEK INDUSTRIES, INC</b>				
			<u>Remit to:</u> <b>PERRIS CA</b>	
5/29/2012	212907	175,306.99		
			MORRISON PARK FIRE STN PROJ.	175,306.99
<b>Vendor Total</b>		<b>175,306.99</b>		
<b>FYTD for SILVER CREEK INDUSTRIES, INC</b>		<b>1,217,783.75</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SOUTHERN CALIFORNIA EDISON</b>			<u>Remit to:</u> <b>ROSEMEAD</b>	<b>CA</b>
5/7/2012	212629	30,750.24	WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-GRAHAM	5,443.81
			WDAT CHARGES-GLOBE	7,599.24
			WDAT CHARGES-NANDINA	2,668.43
			WDAT CHARGES-FREDERICK	1,966.23
			WDAT CHARGES-SUBSTATION 115KV	10,447.31
5/7/2012	212630	60,457.67	RELOCATION OF EXISTING FACIL.	60,457.67
5/14/2012	212722	100,070.48	ELECTRICITY	92.15
			ELECTRICITY	61.32
			ELECTRICITY	45.21
			ELECTRICITY	44.56
			ELECTRICITY	1,246.37
			ELECTRICITY	688.25
			ELECTRICITY	825.43
			ELECTRICITY	337.89
			ELECTRICITY	344.09
			ELECTRICITY	1,021.14
			ELECTRICITY	1,706.72
			ELECTRICITY	92,743.99
			ELECTRICITY	647.75
			ELECTRICITY	131.35
			ELECTRICITY	22.16
			ELECTRICITY	22.42
			ELECTRICITY	89.68
5/14/2012	212743	64,581.38	INTERCONNECT FACIL PROJ-GRAHAM	64,581.38
5/21/2012	212818	49,014.01	ELECTRICITY	695.09
			ELECTRICITY	1,573.16
			ELECTRICITY	22.54
			ELECTRICITY	622.83
			ELECTRICITY	640.66
			ELECTRICITY	114.49
			ELECTRICITY	2,131.16
			ELECTRICITY	532.50
			ELECTRICITY	923.54
			ELECTRICITY	1,095.35
			ELECTRICITY	1,111.88
			ELECTRICITY	21.91
			ELECTRICITY	35,195.92
			ELECTRICITY	4,152.82
			ELECTRICITY	20.52
			ELECTRICITY	22.28
			ELECTRICITY	44.06
			ELECTRICITY	23.98
			ELECTRICITY	69.32





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>Vendor Total</b>		<b>304,873.78</b>		
<b>FYTD for SOUTHERN CALIFORNIA EDISON</b>		<b>3,251,321.81</b>		
<b>STANDARD INSURANCE CO</b>				
			<u>Remit to:</u> <b>PORTLAND</b>	<b>OR</b>
5/21/2012	212820	27,680.27		
			LIFE & DISABILITY INSURANCE	10,797.16
			LIFE & DISABILITY INSURANCE	16,883.11
<b>Vendor Total</b>		<b>27,680.27</b>		
<b>FYTD for STANDARD INSURANCE CO</b>		<b>327,174.04</b>		
<b>STI, INC., TRUCKING &amp; MATERIALS</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
5/7/2012	212635	74,778.43		
			IRONWOOD AVE IMPRVMENTS PROJ	74,778.43
<b>Vendor Total</b>		<b>74,778.43</b>		
<b>FYTD for STI, INC., TRUCKING &amp; MATERIALS</b>		<b>602,984.15</b>		
<b>TCM GROUP</b>				
			<u>Remit to:</u> <b>FONTANA</b>	<b>CA</b>
5/14/2012	885213	96,150.09		
			SR-60/NASON ST INTRCHNG PROJ	96,150.09
<b>Vendor Total</b>		<b>96,150.09</b>		
<b>FYTD for TCM GROUP</b>		<b>1,374,484.89</b>		
<b>TIME WARNER CABLE</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b>	<b>CA</b>
5/29/2012	212916	30,000.00		
			COMMERCIAL ADS-USED OIL RECYC.	30,000.00
<b>Vendor Total</b>		<b>30,000.00</b>		
<b>FYTD for TIME WARNER CABLE</b>		<b>30,000.00</b>		
<b>U.S. BANK/CALCARDS</b>				
			<u>Remit to:</u> <b>ST. LOUIS</b>	<b>MO</b>
5/8/2012	1205051	166,457.25		
			CALCARD PMT CYCLE END 4/27/12	166,457.25
<b>Vendor Total</b>		<b>166,457.25</b>		
<b>FYTD for U.S. BANK/CALCARDS</b>		<b>1,565,284.37</b>		
<b>WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
5/21/2012	212833	39,557.79		
			TUMF REPORT FOR APRIL 2012	39,557.79
<b>Vendor Total</b>		<b>39,557.79</b>		
<b>FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.</b>		<b>301,667.14</b>		



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<b>WRCRCA</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/7/2012	212649	171,258.12	COMMERC/INDUSTR FEES-MARCH '12	171,258.12
5/21/2012	212834	91,838.00	INFRASTRUCTURE PROJ. FEES	91,838.00
<b>Vendor Total</b>		<b>263,096.12</b>		
<b>FYTD for WRCRCA</b>		<b>679,689.30</b>		
<b>Subtotal</b>		<b>12,525,664.42</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHECKS LESS THAN \$25,000</b>				
<b>DEPT OF HEALTH CARE SVCS</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
5/29/2012	212845	184.86		
			SETTLEMNT AGREEMNT-RIC10024058	184.86
<b>Vendor Total</b>		<b>184.86</b>		
<b>FYTD for DEPT OF HEALTH CARE SVCS</b>		<b>184.86</b>		
<b>FORREST CORMANY</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/21/2012	212744	0.00		
			BAGPIPER-5/30/12 MEMORIAL DAY	200.00
			VOIDED CHECK #212744 - 6/11/12	-200.00
<b>Vendor Total</b>		<b>0.00</b>		
<b>FYTD for FORREST CORMANY</b>		<b>0.00</b>		
<b>WEST, MARIA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/21/2012	212745	77.00		
			REFUND-CLASS REGIS FEE	77.00
<b>Vendor Total</b>		<b>77.00</b>		
<b>FYTD for WEST, MARIA</b>		<b>77.00</b>		
<b>A &amp; I REPROGRAPHICS 2406362</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
5/14/2012	212656	634.15		
			PERRIS BLVD IMPRV-PLANS & SPECS	634.15
<b>Vendor Total</b>		<b>634.15</b>		
<b>FYTD for A &amp; I REPROGRAPHICS 2406362</b>		<b>11,262.85</b>		
<b>ABILITY COUNTS, INC</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
5/14/2012	212657	1,440.00		
			LANDSCAPE MAINT-AQDCT	1,440.00
5/29/2012	212846	1,440.00		
			LANDSCAPE MAINT-AQDCT	1,440.00
<b>Vendor Total</b>		<b>2,880.00</b>		
<b>FYTD for ABILITY COUNTS, INC</b>		<b>15,770.00</b>		
<b>ADAMS, MARK L.</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
5/7/2012	885084	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ADAMS, MARK L.</b>		<b>3,506.03</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ADDICTION MEDICINE CONSULTANTS, INC.</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
5/7/2012	212548	275.00		
			DRUG/ALCOHOL TESTING PRGM	275.00
<b>Vendor Total</b>		<b>275.00</b>		
<b>FYTD for ADDICTION MEDICINE CONSULTANTS, INC.</b>		<b>1,595.00</b>		
<b>ADLERHORST INTERNATIONAL INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/21/2012	885225	129.30		
			MISC K-9 SUPPLIES-POLICE	129.30
5/29/2012	885264	1,700.04		
			K-9 TRAINING-POLICE PATROL	283.34
			K-9 TRAINING-PD SPCL ENF	141.67
			K-9 TRAINING-PD SPCL ENF	1,275.03
<b>Vendor Total</b>		<b>1,829.34</b>		
<b>FYTD for ADLERHORST INTERNATIONAL INC.</b>		<b>5,442.79</b>		
<b>ADMINSURE</b>				
			Remit to: <b>DIAMOND BAR</b>	<b>CA</b>
5/7/2012	212549	2,600.00		
			WORKERS' COMP CLAIMS	2,600.00
5/14/2012	212658	2,600.00		
			WORKERS' COMP CLAIMS	2,600.00
<b>Vendor Total</b>		<b>5,200.00</b>		
<b>FYTD for ADMINSURE</b>		<b>28,600.00</b>		
<b>ADVANCED ELECTRIC</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/21/2012	212746	1,088.74		
			ELECTRICAL REPAIRS-CRC	150.33
			ELECTRICAL REPAIRS-CRC	69.67
			ELECTRICAL REPAIRS-CITY HALL	868.74
5/29/2012	212847	858.64		
			ELECTRICAL REPAIRS-SKATE PARK	157.00
			MISSING SALES TAX	2.56
			SALES TAX ACCRUAL	-2.56
			ELECTRICAL REPAIRS-COMM PARK	313.64
			ELECTRICAL REPAIRS-BETHUN PARK	62.00
			ELECTRICAL REPAIRS-TS	326.00
			MISSING SALES TAX	2.95
			SALES TAX ACCRUAL	-2.95
<b>Vendor Total</b>		<b>1,947.38</b>		
<b>FYTD for ADVANCED ELECTRIC</b>		<b>56,738.21</b>		



# City of Moreno Valley

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<b>AEI-CASC ENGINEERING</b>				
			<u>Remit to:</u> <b>COLTON</b> <b>CA</b>	
5/29/2012	885265	770.00		
			IRONWD AVE/DAY ST-BARCLAY PROJ	282.00
			IRONWD AVE/DAY ST-BARCLAY PROJ	488.00
	<b>Vendor Total</b>	<b>770.00</b>		
<b>FYTD for AEI-CASC ENGINEERING</b>		<b>31,808.77</b>		
<b>AFFORDABLE HOLLOW METAL DOOR</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA</b> <b>CA</b>	
5/7/2012	212550	3,449.73		
			REPLACE RSTRM DOOR-JFK&RIDGCST	3,201.60
			SALES TAX	248.13
	<b>Vendor Total</b>	<b>3,449.73</b>		
<b>FYTD for AFFORDABLE HOLLOW METAL DOOR</b>		<b>3,449.73</b>		
<b>AHN MIKYUNG, SUSAN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/29/2012	212848	20.00		
			REFUND-RABIES DEPOSIT	20.00
	<b>Vendor Total</b>	<b>20.00</b>		
<b>FYTD for AHN MIKYUNG, SUSAN</b>		<b>20.00</b>		
<b>AIR CLEANING SYSTEMS INC.</b>				
			<u>Remit to:</u> <b>POMONA</b> <b>CA</b>	
5/14/2012	885175	288.27		
			PLYMOVENT MAINT/REPAIR-STN 91	135.77
			PLYMOVENT PARTS	152.50
	<b>Vendor Total</b>	<b>288.27</b>		
<b>FYTD for AIR CLEANING SYSTEMS INC.</b>		<b>4,342.58</b>		
<b>ALEX VARGAS &amp; MIRIAN TOLEDO</b>				
			<u>Remit to:</u> <b>BELL</b> <b>CA</b>	
5/7/2012	212551	19,806.00		
			FINAL RELOCATION ASSIST. PYMT	19,806.00
	<b>Vendor Total</b>	<b>19,806.00</b>		
<b>FYTD for ALEX VARGAS &amp; MIRIAN TOLEDO</b>		<b>23,515.00</b>		
<b>ALL AMERICAN ASPHALT, INC.</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
5/31/2012	1205081	8,936.47		
			RETENTN PMT PER ESCRW AGREEMNT	8,936.47
	<b>Vendor Total</b>	<b>8,936.47</b>		
<b>FYTD for ALL AMERICAN ASPHALT, INC.</b>		<b>6,421,563.53</b>		



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<b>ALLIANT INSURANCE SERVICES, INC.</b>				
			<u>Remit to:</u> <b>NEWPORT BEACH</b> <b>CA</b>	
5/7/2012	212552	2,286.42	SPECIAL EVENT INSURANCE PREM	2,286.42
<b>Vendor Total</b>		<b>2,286.42</b>		
<b>FYTD for ALLIANT INSURANCE SERVICES, INC.</b>		<b>12,033.68</b>		
<b>ALLIANZ LIFE INSURANCE CO</b>				
			<u>Remit to:</u> <b>PITTSBURGH</b> <b>PA</b>	
5/7/2012	212553	75.00	NON-EXEMPT ANNUITY	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for ALLIANZ LIFE INSURANCE CO</b>		<b>825.00</b>		
<b>ALTERNATIVES TO DOMESTIC VIOLENCE</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/21/2012	212748	3,660.16	DOMESTIC VIOLENCE SVCS	1,843.38
			DOMESTIC VIOLENCE SVCS	1,816.78
<b>Vendor Total</b>		<b>3,660.16</b>		
<b>FYTD for ALTERNATIVES TO DOMESTIC VIOLENCE</b>		<b>7,501.07</b>		
<b>AMERICAN FORENSIC NURSES</b>				
			<u>Remit to:</u> <b>PALM SPRINGS</b> <b>CA</b>	
5/14/2012	885176	3,501.00	BLOOD DRAWS-POLICE	41.08
			BLOOD DRAWS-POLICE	1,744.96
			BLOOD DRAWS-POLICE	41.08
			BLOOD DRAWS-POLICE	1,673.88
5/29/2012	885266	82.16	BLOOD DRAWS-POLICE	82.16
<b>Vendor Total</b>		<b>3,583.16</b>		
<b>FYTD for AMERICAN FORENSIC NURSES</b>		<b>44,734.72</b>		
<b>AMERICAN QUICK PRINTING</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/14/2012	885177	260.76	PRINTING-COMPLY FORMS-FIRE	242.00
			SALES TAX	18.76
<b>Vendor Total</b>		<b>260.76</b>		
<b>FYTD for AMERICAN QUICK PRINTING</b>		<b>591.55</b>		
<b>AMERICAN TOWERS</b>				
			<u>Remit to:</u> <b>CHARLOTTE</b> <b>NC</b>	
5/7/2012	212554	2,676.42	TOWER SPACE LEASE	2,676.42
<b>Vendor Total</b>		<b>2,676.42</b>		
<b>FYTD for AMERICAN TOWERS</b>		<b>29,131.80</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ANIMAL EMERGENCY CLINIC, INC.</b>				
			<u>Remit to:</u> <b>GRAND TERRACE</b> <b>CA</b>	
5/29/2012	885267	55.00	EMERGENCY/AFTER HR VET SVCS	55.00
<b>Vendor Total</b>		<b>55.00</b>		
<b>FYTD for ANIMAL EMERGENCY CLINIC, INC.</b>		<b>1,995.00</b>		
<b>ANIMAL HEALTH AND SANITARY SUPPLY</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/29/2012	212849	297.05	MISC SUPPLIES-ANIMAL SVCS	297.05
<b>Vendor Total</b>		<b>297.05</b>		
<b>FYTD for ANIMAL HEALTH AND SANITARY SUPPLY</b>		<b>879.61</b>		
<b>ANIMAL PEST MANAGEMENT SERVICES, INC.</b>				
			<u>Remit to:</u> <b>CHINO</b> <b>CA</b>	
5/29/2012	212850	1,525.50	PEST CONTROL-CITY PARKS	600.00
			PEST CONTROL-CONTRACT PARKS	229.50
			PEST CONTROL-MARCH BALLFIELD	300.00
			PEST CONTROL-MARCH FIELD CC	90.00
			PEST CONTROL-CFD #1	144.00
			PEST CONTROL-GOLF COURSE	162.00
<b>Vendor Total</b>		<b>1,525.50</b>		
<b>FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.</b>		<b>17,987.50</b>		
<b>APT US&amp;C - ASSOC PUB TREAS US &amp; CANADA</b>				
			<u>Remit to:</u> <b>SILVER SPRING</b> <b>MD</b>	
5/14/2012	212659	200.00	INVESTMNT POLICY CERTIFICATION	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for APT US&amp;C - ASSOC PUB TREAS US &amp; CANADA</b>		<b>200.00</b>		
<b>ARANDA, JUAN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	212555	669.68	SETTLEMENT AGREEMENT	669.68
<b>Vendor Total</b>		<b>669.68</b>		
<b>FYTD for ARANDA, JUAN</b>		<b>669.68</b>		
<b>ARC OF RIVERSIDE COUNTY, THE</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/21/2012	212749	1,941.72	MV RESOURCE CENTER	970.86
			MV RESOURCE CENTER	970.86
<b>Vendor Total</b>		<b>1,941.72</b>		
<b>FYTD for ARC OF RIVERSIDE COUNTY, THE</b>		<b>4,854.26</b>		



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<b>ARIAS, TERESA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	212556	128.00		
			REFUND-CANCELLED CONTRCT CLASS	84.80
			REFUND-CANCELLED CONTRCT CLASS	43.20
<b>Vendor Total</b>		<b>128.00</b>		
<b>FYTD for ARIAS, TERESA</b>		<b>128.00</b>		
<b>ASSOCIATED ENGINEERS, INC.</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b> <b>CA</b>	
5/7/2012	212557	3,821.50		
			HEACOCK ST WIDENING PROJ SVCS	3,821.50
<b>Vendor Total</b>		<b>3,821.50</b>		
<b>FYTD for ASSOCIATED ENGINEERS, INC.</b>		<b>14,300.93</b>		
<b>ASSOCIATED REPRODUCTION SERVICES</b>				
			<u>Remit to:</u> <b>WHITTIER</b> <b>CA</b>	
5/7/2012	212558	1,263.81		
			LEGAL REPRODUCTION SVCS	145.13
			LEGAL REPRODUCTION SVCS	426.34
			LEGAL REPRODUCTION SVCS	514.65
			LEGAL REPRODUCTION SVCS	177.69
<b>Vendor Total</b>		<b>1,263.81</b>		
<b>FYTD for ASSOCIATED REPRODUCTION SERVICES</b>		<b>1,692.34</b>		
<b>AT&amp;T NATIONAL COMPLIANCE CENTER</b>				
			<u>Remit to:</u> <b>NORTH PALM BEACH</b> <b>FL</b>	
5/21/2012	212750	125.00		
			CELLULAR TEXT RETRIEVAL-POLICE	125.00
<b>Vendor Total</b>		<b>125.00</b>		
<b>FYTD for AT&amp;T NATIONAL COMPLIANCE CENTER</b>		<b>425.00</b>		
<b>AT&amp;T/MCI</b>				
			<u>Remit to:</u> <b>WEST SACRAMENTO</b> <b>CA</b>	
5/14/2012	212660	183.34		
			COMMUNICATION SVCS-POLICE	183.34
<b>Vendor Total</b>		<b>183.34</b>		
<b>FYTD for AT&amp;T/MCI</b>		<b>2,015.54</b>		
<b>ATHALYE CONSULTING ENGINEERING SERVICES</b>				
			<u>Remit to:</u> <b>ONTARIO</b> <b>CA</b>	
5/29/2012	212851	4,604.93		
			HEACOCK ST BRIDGE IMPRVMENTS	4,604.93
<b>Vendor Total</b>		<b>4,604.93</b>		
<b>FYTD for ATHALYE CONSULTING ENGINEERING SERVICES</b>		<b>4,604.93</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>AUDREY PATRICK REPORTING SERVICES</b>				
5/14/2012	212661	288.97	Remit to: <b>SAN BERNARDINO</b> <b>CA</b> LEGAL SVCS-CERTIFIED TRANSCRIPT	288.97
<b>Vendor Total</b>		<b>288.97</b>		
<b>FYTD for AUDREY PATRICK REPORTING SERVICES</b>		<b>960.21</b>		
<b>AVERILL, CAMERON</b>				
5/21/2012	212751	75.00	Remit to: <b>NUEVO</b> <b>CA</b> REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for AVERILL, CAMERON</b>		<b>75.00</b>		
<b>AVILA, ELYSE</b>				
5/14/2012	212662	75.00	Remit to: <b>CORONA DEL MAR</b> <b>CA</b> REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for AVILA, ELYSE</b>		<b>75.00</b>		
<b>AXIS APPAREL</b>				
5/21/2012	885226	1,677.24	Remit to: <b>MORENO VALLEY</b> <b>CA</b> YOUTH SPORTS UNIFORMS	1,677.24
<b>Vendor Total</b>		<b>1,677.24</b>		
<b>FYTD for AXIS APPAREL</b>		<b>11,086.91</b>		
<b>AYALA, NANNERL A.</b>				
5/7/2012	212559	152.50	Remit to: <b>RIVERSIDE</b> <b>CA</b> PER DIEM-2012 USED OIL CONF.	152.50
<b>Vendor Total</b>		<b>152.50</b>		
<b>FYTD for AYALA, NANNERL A.</b>		<b>770.27</b>		
<b>BACHER, GRACE</b>				
5/7/2012	212560	318.73	Remit to: <b>HEMET</b> <b>CA</b> RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for BACHER, GRACE</b>		<b>3,506.03</b>		
<b>BAISDEN, DOLORES</b>				
5/29/2012	212852	50.00	Remit to: <b>MORENO VALLEY</b> <b>CA</b> REFUND-A/C LICENSE FEE	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for BAISDEN, DOLORES</b>		<b>50.00</b>		



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<b>BAKER, JENNA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	212561	200.00		
			REFUND-RENTAL DEPOSIT-TWNGATE	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for BAKER, JENNA</b>		<b>200.00</b>		
<b>BAPTISTE, KANDACE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/14/2012	212742	177.50		
			PER DIEM-ICSC RECON CONVENTION	177.50
<b>Vendor Total</b>		<b>177.50</b>		
<b>FYTD for BAPTISTE, KANDACE</b>		<b>177.50</b>		
<b>BARNES, DARLENE</b>				
			<u>Remit to:</u> <b>CHERRY VALLEY</b> <b>CA</b>	
5/7/2012	885085	378.24		
			RETIREE MED FEB-APR 12, PD MAY	378.24
<b>Vendor Total</b>		<b>378.24</b>		
<b>FYTD for BARNES, DARLENE</b>		<b>1,222.70</b>		
<b>BARTEL ASSOCIATES, LLC</b>				
			<u>Remit to:</u> <b>SAN MATEO</b> <b>CA</b>	
5/14/2012	212663	3,175.00		
			CONSULTING SVCS-GASB 45 OPEB	1,825.00
			CONSULTING SVCS-GASB 45 OPEB	1,350.00
5/29/2012	212853	175.00		
			CONSULTING SVCS-GASB 45 OPEB	175.00
<b>Vendor Total</b>		<b>3,350.00</b>		
<b>FYTD for BARTEL ASSOCIATES, LLC</b>		<b>15,500.00</b>		
<b>BAUTISTA, JOSEPH C.</b>				
			<u>Remit to:</u> <b>FONTANA</b> <b>CA</b>	
5/7/2012	885086	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for BAUTISTA, JOSEPH C.</b>		<b>3,476.87</b>		



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<b>BEMUS LANDSCAPE, INC.</b>				
			Remit to: <b>SAN CLEMENTE</b>	<b>CA</b>
5/14/2012	885178	12,764.33		
			LANDSCAPE MAINT-MVU SUBSTN	567.00
			LANDSCAPE MAINT-MVU	432.00
			LANDSCAPE MAINT-LIBRARY	468.00
			LANDSCAPE MAINT-ANIMAL SVCS	468.00
			LANDSCAPE MAINT-PSB	1,077.83
			LANDSCAPE MAINT-CRC	1,710.00
			LANDSCAPE MAINT-PATRIOT PARK	57.00
			LANDSCAPE MAINT-PATRIOT PARK	303.00
			LANDSCAPE MAINT-BAY/JFK AQDCT	1,710.00
			LANDSCAPE MAINT-BIKE AQDCT	360.00
			LANDSCAPE MAINT-TOWNGATE CNTR	180.00
			LANDSCAPE MAINT-BIKE AQDCT	635.00
			LANDSCAPE MAINT-PERHAM AQDCT	60.00
			LANDSCAPE MAINT-S AQDCT "B"	662.00
			LANDSCAPE MAINT-SENIOR CNTR	236.00
			LANDSCAPE MAINT-N AQDCT	473.00
			LANDSCAPE MAINT-S AQDCT "A"	765.50
			LANDSCAPE MAINT-SCE/OLD LAKE	1,575.00
			LANDSCAPE MAINT-PAN AM/AQDCT	540.00
			LANDSCAPE MAINT-FORMER STARS	260.00
			LANDSCAPE MAINT-CITY YARD	225.00
5/21/2012	885227	4,294.30		
			LANDSCAPE MAINT-VETERANS MMRL	225.00
			LANDSCAPE MAINT-ANNEX	221.00
			LANDSCAPE MAINT-CITY HALL	893.30
			LANDSCAPE MAINT-FIRE STNS	2,835.00
			LANDSCAPE WORK-CITY HALL TS	120.00
5/29/2012	885268	11,526.02		
			LANDSCAPE MAINT-ZONE E-3	10,625.00
			LANDSCAPE MAINT-ZONE E-3A	781.02
			LANDSCAPE MAINT-ZONE E-3A	120.00
<b>Vendor Total</b>		<b>28,584.65</b>		
<b>FYTD for BEMUS LANDSCAPE, INC.</b>		<b>344,517.59</b>		
<b>BENESYST</b>				
			Remit to: <b>MINNEAPOLIS</b>	<b>MN</b>
5/7/2012	885087	205.00		
			COBRA ACCOUNT	205.00
5/29/2012	885269	205.00		
			COBRA ADMIN FEE	205.00
<b>Vendor Total</b>		<b>410.00</b>		
<b>FYTD for BENESYST</b>		<b>2,140.20</b>		



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<b>BENESYST, INC.</b>				
			Remit to: <b>MINNEAPOLIS</b>	<b>MN</b>
5/7/2012	885088	201.90	FSA ADMIN COSTS	201.90
5/29/2012	885270	201.90	FLEX ADMIN SVCS	201.90
<b>Vendor Total</b>		<b>403.80</b>		
<b>FYTD for BENESYST, INC.</b>		<b>3,287.58</b>		
<b>BETTY, LARRY</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/14/2012	212664	50.00	REFUND-TRAP RENTAL DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for BETTY, LARRY</b>		<b>50.00</b>		
<b>BIO-TOX LABORATORIES</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/7/2012	212562	10,335.50	TOXICOLOGY TESTS-POLICE	102.69
			TOXICOLOGY TESTS-POLICE	1,310.53
			TOXICOLOGY TESTS-POLICE	58.28
			TOXICOLOGY TESTS-POLICE	8,864.00
<b>Vendor Total</b>		<b>10,335.50</b>		
<b>FYTD for BIO-TOX LABORATORIES</b>		<b>99,090.74</b>		
<b>BONAPARTE, CURTIS</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/21/2012	212752	35.00	REFUND-PARKS SHELTER ELEC FEE	35.00
<b>Vendor Total</b>		<b>35.00</b>		
<b>FYTD for BONAPARTE, CURTIS</b>		<b>35.00</b>		
<b>BOX, MICHAEL</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/29/2012	212854	319.50	PER DIEM-FIBER OPTICS TRNG	319.50
<b>Vendor Total</b>		<b>319.50</b>		
<b>FYTD for BOX, MICHAEL</b>		<b>319.50</b>		
<b>BRAUN BLAISING MCLAUGHLIN</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
5/21/2012	212753	24,414.83	LEGAL SVCS	11,552.74
			LEGAL SVCS	12,862.09
<b>Vendor Total</b>		<b>24,414.83</b>		
<b>FYTD for BRAUN BLAISING MCLAUGHLIN</b>		<b>122,030.85</b>		



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<b>BREITKREUZ, THOMAS F.</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
5/7/2012	212563	956.19		
			RETIREE MED JAN-MAR 12, PD MAY	956.19
<b>Vendor Total</b>		<b>956.19</b>		
<b>FYTD for BREITKREUZ, THOMAS F.</b>		<b>3,378.00</b>		
<b>BRODART CO.</b>				
			Remit to: <b>WILLIAMSPORT</b>	<b>PA</b>
5/7/2012	885089	1,886.41		
			MISC BOOKS-LIBRARY	22.99
			MISC BOOKS-LIBRARY	19.42
			MISC BOOKS-LIBRARY	51.62
			MISC BOOKS-LIBRARY	41.58
			MISC BOOKS-LIBRARY	62.00
			MISC BOOKS-LIBRARY	20.60
			MISC BOOKS-LIBRARY	125.87
			MISC BOOKS-LIBRARY	295.62
			MISC BOOKS-LIBRARY	27.19
			MISC BOOKS-LIBRARY	41.60
			MISC BOOKS-LIBRARY	107.43
			MISC BOOKS-LIBRARY	21.78
			MISC BOOKS-LIBRARY	16.27
			MISC BOOKS-LIBRARY	40.99
			MISC BOOKS-LIBRARY	59.01
			MISC BOOKS-LIBRARY	54.94
			MISC BOOKS-LIBRARY	67.83
			MISC BOOKS-LIBRARY	38.36
			MISC BOOKS-LIBRARY	56.74
			MISC BOOKS-LIBRARY	318.96
			MISC BOOKS-LIBRARY	84.72
			MISC BOOKS-LIBRARY	21.18
			MISC BOOKS-LIBRARY	22.40
			MISC BOOKS-LIBRARY	40.40
			MISC BOOKS-LIBRARY	34.86
			MISC BOOKS-LIBRARY	103.40
			MISC BOOKS-LIBRARY	88.65
5/14/2012	885179	778.27		
			MISC BOOKS-LIBRARY	248.43
			MISC BOOKS-LIBRARY	26.81
			MISC BOOKS-LIBRARY	249.59
			MISC BOOKS-LIBRARY	22.99
			MISC BOOKS-LIBRARY	32.78
			MISC BOOKS-LIBRARY	111.90
			MISC BOOKS-LIBRARY	21.18
			MISC BOOKS-LIBRARY	22.99
			MISC BOOKS-LIBRARY	41.60
<b>Vendor Total</b>		<b>2,664.68</b>		
<b>FYTD for BRODART CO.</b>		<b>31,765.99</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BROWN, CHRISTOPHER</b>				
5/23/2012	212837	150.00	Remit to: <b>MORENO VALLEY CA</b> PER DIEM-SO CA GANG CONFERENCE	150.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for BROWN, CHRISTOPHER</b>		<b>150.00</b>		
<b>BUCKINGHAM, STAN</b>				
5/7/2012	212564	318.73	Remit to: <b>TEMECULA CA</b> RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for BUCKINGHAM, STAN</b>		<b>3,506.03</b>		
<b>BURKE, JOHN R.</b>				
5/7/2012	212565	1,544.00	Remit to: <b>REDLANDS CA</b> RETIREE MED JB MAR-APR 11, JB	1,544.00
<b>Vendor Total</b>		<b>1,544.00</b>		
<b>FYTD for BURKE, JOHN R.</b>		<b>3,281.00</b>		
<b>BURKE, WILLIAMS &amp; SORENSEN, LLP.</b>				
5/21/2012	885228	9,779.95	Remit to: <b>LOS ANGELES CA</b> LEGAL SVCS	9,779.95
5/29/2012	885271	625.00	LEGAL SVCS	625.00
<b>Vendor Total</b>		<b>10,404.95</b>		
<b>FYTD for BURKE, WILLIAMS &amp; SORENSEN, LLP.</b>		<b>258,013.94</b>		
<b>BUTSKO UTILITY DESIGN, INC</b>				
5/29/2012	212855	375.51	Remit to: <b>MURRIETA CA</b> CACTUS AVE/NASON ST IMPRVMNTS	375.51
<b>Vendor Total</b>		<b>375.51</b>		
<b>FYTD for BUTSKO UTILITY DESIGN, INC</b>		<b>375.51</b>		
<b>CAIN, GREGORY</b>				
5/7/2012	885090	318.73	Remit to: <b>TAMPA FL</b> RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CAIN, GREGORY</b>		<b>3,506.03</b>		
<b>CALBO-CALIFORNIA BUILDING OFFICIALS</b>				
5/14/2012	212665	75.00	Remit to: <b>SACRAMENTO CA</b> WEBSITE JOB ADVERTISEMENT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for CALBO-CALIFORNIA BUILDING OFFICIALS</b>		<b>1,815.00</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CALIFORNIA STATE CONTROLLER'S OFFICE</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
5/21/2012	212754	0.00		
			UNCLAIMED PROPERTY (WAGES)	146.22
			UNCLAIMED VENDOR CHECKS	1,280.12
			UNCLAIMED VENDOR CHECKS	3,368.06
			VOIDED CHECK #212754 - 5/22/12	-60.00
			VOIDED CHECK #212754 - 5/22/12	-146.22
			VOIDED CHECK #212754 - 5/22/12	-1,280.12
			VOIDED CHECK #212754 - 5/22/12	-3,368.06
			UNCLAIMED VENDOR CHECKS	60.00
5/23/2012	212838	146.22		
			UNCLAIMED PROPERTY (WAGES)	146.22
5/29/2012	212856	4,588.18		
			UNCLAIMED VENDOR CHECKS	1,280.12
			UNCLAIMED VENDOR CHECKS	3,368.06
			UNCLAIMED VENDOR CHECKS	-60.00
<b>Vendor Total</b>		<b>4,734.40</b>		
<b>FYTD for CALIFORNIA STATE CONTROLLER'S OFFICE</b>		<b>4,734.40</b>		
<b>CANNON, ANA M.</b>				
			Remit to: <b>HASLET</b>	<b>TX</b>
5/7/2012	885091	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CANNON, ANA M.</b>		<b>3,506.03</b>		
<b>CARTER, ROSALYN</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	885092	637.46		
			RETIREE MED MAR-APR 12, PD MAY	637.46
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for CARTER, ROSALYN</b>		<b>3,506.03</b>		
<b>CASA FOR RIVERSIDE COUNTY, INC.</b>				
			Remit to: <b>INDIO</b>	<b>CA</b>
5/21/2012	885229	2,354.98		
			COURT APPOINTED SPECIAL-CDBG	840.89
			COURT APPOINTED SPECIAL-CDBG	620.64
			COURT APPOINTED SPECIAL-CDBG	893.45
<b>Vendor Total</b>		<b>2,354.98</b>		
<b>FYTD for CASA FOR RIVERSIDE COUNTY, INC.</b>		<b>14,117.12</b>		
<b>CASCADE SUBSCRIPTION SERVICE, INC</b>				
			Remit to: <b>SEATTLE</b>	<b>WA</b>
5/14/2012	212667	76.00		
			FIRE ENG'G. PROF MAGAZINE	76.00
<b>Vendor Total</b>		<b>76.00</b>		
<b>FYTD for CASCADE SUBSCRIPTION SERVICE, INC</b>		<b>152.00</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CEMEX</b>				
			<u>Remit to:</u> <b>ONTARIO</b>	<b>CA</b>
5/7/2012	212566	320.26	PORTLAND CEMENT-MAIN/OP'S	320.26
5/14/2012	212668	1,089.63	PORTLAND CEMENT-MAIN/OP'S PORTLAND CEMENT-MAIN/OP'S PORTLAND CEMENT-MAIN/OP'S	342.92 382.98 363.73
5/29/2012	212857	795.49	PORTLAND CEMENT-MAIN/OP'S PORTLAND CEMENT-MAIN/OP'S	362.71 432.78
<b>Vendor Total</b>		<b>2,205.38</b>		

<b>FYTD for CEMEX</b>	<b>11,970.54</b>
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<b>CENTRAL OCCUPATIONAL MEDICINE PROVIDERS</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
5/7/2012	885093	135.00	PRE-EMPLOYMENT PHYSICALS PRE-EMPLOYMENT PHYSICALS PRE-EMPLOYMENT PHYSICALS	45.00 25.00 65.00
5/14/2012	885180	180.00	PRE-EMPLOYMENT PHYSICALS PRE-EMPLOYMENT PHYSICALS PRE-EMPLOYMENT PHYSICALS PRE-EMPLOYMENT PHYSICALS	45.00 25.00 45.00 65.00
5/29/2012	885272	235.00	PRE-EMPLOYMENT PHYSICALS PRE-EMPLOYMENT PHYSICALS PRE-EMPLOYMENT PHYSICALS PRE-EMPLOYMENT PHYSICALS PRE-EMPLOYMENT PHYSICALS PRE-EMPLOYMENT PHYSICALS PRE-EMPLOYMENT PHYSICALS	25.00 25.00 45.00 45.00 25.00 25.00 45.00
<b>Vendor Total</b>		<b>550.00</b>		

<b>FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS</b>	<b>4,149.00</b>
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# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHANCY, CHIZURU</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/21/2012	212755	305.40		
			INSTRUCTOR SVCS-HAWAIIAN DANCE	60.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	30.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	70.20
			INSTRUCTOR SVCS-HAWAIIAN DANCE	45.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	70.20
			INSTRUCTOR SVCS-HAWAIIAN DANCE	30.00
5/29/2012	212858	175.20		
			INSTRUCTOR SVCS-HAWAIIAN DANCE	70.20
			INSTRUCTOR SVCS-HAWAIIAN DANCE	45.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	60.00
<b>Vendor Total</b>		<b>480.60</b>		
<b>FYTD for CHANCY, CHIZURU</b>		<b>1,782.60</b>		
<b>CHANDLER ASSET MANAGEMENT, INC</b>				
			<u>Remit to:</u> <b>SAN DIEGO</b> <b>CA</b>	
5/21/2012	885230	8,622.00		
			FIXED INCOME INVESTMENT MGMT	8,622.00
<b>Vendor Total</b>		<b>8,622.00</b>		
<b>FYTD for CHANDLER ASSET MANAGEMENT, INC</b>		<b>97,010.00</b>		
<b>CHAPMAN, STEVE</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
5/7/2012	212567	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CHAPMAN, STEVE</b>		<b>3,506.03</b>		
<b>CHAPPELL, ISAAC</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	885094	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CHAPPELL, ISAAC</b>		<b>3,506.03</b>		
<b>CHAVEZ, ESHER</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/21/2012	212756	200.00		
			REFUND-RENTAL DEPOSIT-TWNGTE	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for CHAVEZ, ESHER</b>		<b>200.00</b>		
<b>CHERRY VALLEY FEED</b>				
			<u>Remit to:</u> <b>CHERRY VALLEY</b> <b>CA</b>	
5/14/2012	212669	148.66		
			K-9 MISC SUPPLIES-POLICE	148.66
<b>Vendor Total</b>		<b>148.66</b>		
<b>FYTD for CHERRY VALLEY FEED</b>		<b>657.08</b>		



# City of Moreno Valley

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For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHRISTIAN, OWEN</b>				
5/7/2012	885095	225.99	Remit to: <b>MORENO VALLEY CA</b> RETIREE MED MAY '12	225.99
<b>Vendor Total</b>		<b>225.99</b>		
<b>FYTD for CHRISTIAN, OWEN</b>		<b>2,509.23</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CINTAS CORPORATION</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
5/7/2012	885096	422.58		
			UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	0.71
			UNIFORM RNTL SVC-GRAFFITI RMVL	14.35
			UNIFORM RNTL SVC-CONCRTE MAINT	8.57
			UNIFORM RNTL SVC-CONCRTE MAINT	6.89
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-ST MAINT	96.16
			UNIFORM RNTL SVC-ST MAINT	91.14
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-ST SWEEPING	8.88
5/14/2012	885181	348.83		
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-ST MAINT	79.37
			UNIFORM RNTL SVC-ST MAINT	11.77
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-PURCHASING	3.92
5/21/2012	885231	178.99		
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
5/29/2012	885273	747.50		
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82



# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST MAINT	138.46
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST MAINT	95.24
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST MAINT	91.14
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46

Vendor Total **1,697.90**

<b>FYTD for CINTAS CORPORATION</b>	<b>14,727.35</b>
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<b>CITY OF FOSTER CITY</b>		<b>Remit to: FOSTER CITY</b>	<b>CA</b>
5/7/2012	212568	1,500.00	
		ANNL FEE-RECRUITNG WEBSITE USE	1,500.00

Vendor Total **1,500.00**

<b>FYTD for CITY OF FOSTER CITY</b>	<b>1,500.00</b>
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<b>CITY OF MORENO VALLEY VEBA TRUST</b>		<b>Remit to: MORENO VALLEY</b>	<b>CA</b>
5/7/2012	885097	6,105.00	
		EXEMPT VEBA	6,105.00
5/21/2012	885232	2,030.00	
		EXEMPT VEBA	2,030.00

Vendor Total **8,135.00**

<b>FYTD for CITY OF MORENO VALLEY VEBA TRUST</b>	<b>83,488.82</b>
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<b>CITY OF PERRIS</b>		<b>Remit to: PERRIS</b>	<b>CA</b>
5/7/2012	212569	100.00	
		REFUND-RENTAL DEPOSIT-MSU	100.00

Vendor Total **100.00**

<b>FYTD for CITY OF PERRIS</b>	<b>100.00</b>
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# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COLLINS, COLLINS, MUIR &amp; STEWART, LLP</b>				
5/7/2012	212570	0.00	<u>Remit to:</u> <b>SOUTH PASADENA</b> <b>CA</b>	
			LEGAL SVCS-FINAL BILL-MV1156	170.50
			VOIDED CHECK #212570 - 5/14/12	-170.50
5/14/2012	212670	180.54		
			LEGAL SVCS-FINAL BILL-MV1156	170.50
			LEGAL SVCS-FINAL BILL-MV1156	10.04
<b>Vendor Total</b>		<b>180.54</b>		
<b>FYTD for COLLINS, COLLINS, MUIR &amp; STEWART, LLP</b>		<b>1,205.88</b>		
<b>COMMUNICATION SUPPLY CORP.</b>				
5/14/2012	212671	18,963.80	<u>Remit to:</u> <b>BUENA PARK</b> <b>CA</b>	
			FIBER OPTIC CABLE-TECH SVCS	17,599.81
			SALES TAX	1,363.99
<b>Vendor Total</b>		<b>18,963.80</b>		
<b>FYTD for COMMUNICATION SUPPLY CORP.</b>		<b>37,389.05</b>		
<b>COMMUNITY ASSISTANCE PROGRAM - CAP</b>				
5/29/2012	885274	2,509.31	<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
			CAP FOOD DISTRIBUTION PRGRM	2,509.31
<b>Vendor Total</b>		<b>2,509.31</b>		
<b>FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP</b>		<b>34,012.21</b>		
<b>COMMUNITY CONNECT</b>				
5/21/2012	212757	362.09	<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
			"211" CALL CENTER INFO	362.09
<b>Vendor Total</b>		<b>362.09</b>		
<b>FYTD for COMMUNITY CONNECT</b>		<b>4,805.03</b>		
<b>COMMUNITY HEALTH CHARITIES</b>				
5/7/2012	212571	142.00	<u>Remit to:</u> <b>ANAHEIM</b> <b>CA</b>	
			CHC CONTRIBUTIONS	142.00
5/21/2012	212758	142.00		
			CHC CONTRIBUTIONS	142.00
<b>Vendor Total</b>		<b>284.00</b>		
<b>FYTD for COMMUNITY HEALTH CHARITIES</b>		<b>5,350.34</b>		
<b>COMPETITIVE STRIDE</b>				
5/29/2012	212859	404.60	<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
			YOUTH SPORTS AWARDS	404.60
<b>Vendor Total</b>		<b>404.60</b>		
<b>FYTD for COMPETITIVE STRIDE</b>		<b>3,632.06</b>		



# City of Moreno Valley

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For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COMPEX LEGAL SERVICES, INC.</b>				
			<u>Remit to:</u> <b>TORRANCE</b>	<b>CA</b>
5/14/2012	212672	1,372.73		
			LEGAL DEFENSE SVCS-CLAIMS	240.00
			TRANSCRIPTION SVCS	456.40
			LEGAL DEFENSE SVCS-CLAIMS	513.13
			LEGAL DEFENSE SVCS-CLAIMS	163.20
	<b>Vendor Total</b>	<b>1,372.73</b>		
<b>FYTD for COMPEX LEGAL SERVICES, INC.</b>		<b>2,516.08</b>		
<b>CONTINENTAL WESTERN TRANSPORTATION</b>				
			<u>Remit to:</u> <b>SAN DIEGO</b>	<b>CA</b>
5/29/2012	212861	6,041.43		
			ASPHALTIC MATERIALS	6,041.43
	<b>Vendor Total</b>	<b>6,041.43</b>		
<b>FYTD for CONTINENTAL WESTERN TRANSPORTATION</b>		<b>12,793.68</b>		
<b>CONTINUING EDUCATION OF THE BAR</b>				
			<u>Remit to:</u> <b>OAKLAND</b>	<b>CA</b>
5/29/2012	212862	154.95		
			LEGAL PUBLICATIONS	154.95
	<b>Vendor Total</b>	<b>154.95</b>		
<b>FYTD for CONTINUING EDUCATION OF THE BAR</b>		<b>1,492.80</b>		
<b>CORNELL, CRYSTAL</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
5/14/2012	212673	27.00		
			REFUND-CLASS REGIS FEE	27.00
	<b>Vendor Total</b>	<b>27.00</b>		
<b>FYTD for CORNELL, CRYSTAL</b>		<b>27.00</b>		
<b>COSTCO</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	212572	32.44		
			MISC SUPPLIES-SKATE PARK	32.44
5/29/2012	212863	956.32		
			MISC SUPPLIES-A CHILDS PLACE	907.64
			MISC SUPPLIES-SKATE PARK	48.68
	<b>Vendor Total</b>	<b>988.76</b>		
<b>FYTD for COSTCO</b>		<b>15,994.57</b>		
<b>COUNSELING TEAM, THE</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO</b>	<b>CA</b>
5/7/2012	212573	1,250.00		
			EMPLOYEE COUNSELING SVCS	1,250.00
	<b>Vendor Total</b>	<b>1,250.00</b>		
<b>FYTD for COUNSELING TEAM, THE</b>		<b>12,500.00</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COUNTRY SQUIRE ESTATES</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
5/14/2012	212674	147.63		
			REFUND-UUT FOR EXEMPT RESIDNTS	74.42
			REFUND-UUT FOR EXEMPT RESIDNTS	73.21
<b>Vendor Total</b>		<b>147.63</b>		
<b>FYTD for COUNTRY SQUIRE ESTATES</b>		<b>774.36</b>		
<b>COUNTS UNLIMITED, INC.</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
5/21/2012	212759	1,080.00		
			TRAFFIC COUNT-SUNNYMD BL/SR-60	1,080.00
<b>Vendor Total</b>		<b>1,080.00</b>		
<b>FYTD for COUNTS UNLIMITED, INC.</b>		<b>1,080.00</b>		
<b>COUNTY OF RIVERSIDE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/14/2012	212675	1,293.07		
			JANITORIAL SUPPLIES FOR PD	1,293.07
5/14/2012	212676	16.69		
			COUNTY BLDG RECORDS COPIES	16.69
5/29/2012	212864	1,675.00		
			JANITORIAL SUPPLIES FOR PD	1,675.00
<b>Vendor Total</b>		<b>2,984.76</b>		
<b>FYTD for COUNTY OF RIVERSIDE</b>		<b>22,352.81</b>		
<b>COUNTY OF RIVERSIDE - RMAP</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/14/2012	212677	98.75		
			RECORDATION SVCS-LAND DVLPMT	98.75
<b>Vendor Total</b>		<b>98.75</b>		
<b>FYTD for COUNTY OF RIVERSIDE - RMAP</b>		<b>581.97</b>		
<b>CRAWFORD, JENNIFER</b>				
			Remit to: <b>YORBA LINDA</b>	<b>CA</b>
5/14/2012	212678	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for CRAWFORD, JENNIFER</b>		<b>75.00</b>		
<b>CRUZ, MICHAEL</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/14/2012	212679	159.84		
			MILEAGE-CFEDWEST 2012 CONF.	159.84
<b>Vendor Total</b>		<b>159.84</b>		
<b>FYTD for CRUZ, MICHAEL</b>		<b>507.69</b>		



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<b>CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/7/2012	212574	336.00	HEALTH PERMIT RNWL-CELEB PRK	336.00
<b>Vendor Total</b>		<b>336.00</b>		
<b>FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH</b>		<b>24,420.83</b>		
<b>D &amp; D SERVICES DBA D &amp; D DISPOSAL, INC.</b>				
			<u>Remit to:</u> <b>VALENCIA</b> <b>CA</b>	
5/29/2012	212865	745.00	DECEASED ANIMAL RMVL	745.00
<b>Vendor Total</b>		<b>745.00</b>		
<b>FYTD for D &amp; D SERVICES DBA D &amp; D DISPOSAL, INC.</b>		<b>8,195.00</b>		
<b>DALE, KATHLEEN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	885098	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for DALE, KATHLEEN</b>		<b>3,506.03</b>		
<b>DATA TICKET, INC.</b>				
			<u>Remit to:</u> <b>NEWPORT BEACH</b> <b>CA</b>	
5/7/2012	885099	20,459.74	THIRD PARTY COLLECTION FEES	822.75
			CITATION PROCESSING-CODE	19,636.99
5/14/2012	885182	7,039.14	CITATION PROCESSING-POLICE	4,061.00
			CITATION PROCESSING-ANIMAL SVC	2,978.14
5/21/2012	885233	822.19	CITATION PROCESSING-BLDG	538.69
			PARKING CITATION APPLICATION	94.50
			PARKING CITATION APPLICATION	94.50
			PARKING CITATION APPLICATION	94.50
5/29/2012	885275	6,141.81	CITATION PROCESSING-ANIMAL SVC	6,141.81
<b>Vendor Total</b>		<b>34,462.88</b>		
<b>FYTD for DATA TICKET, INC.</b>		<b>271,706.63</b>		
<b>DATAQUICK CORPORATE HEADQUARTERS</b>				
			<u>Remit to:</u> <b>SAN DIEGO</b> <b>CA</b>	
5/21/2012	212760	130.50	SOFTWARE/ONLINE SUBSCRIPTION	130.50
<b>Vendor Total</b>		<b>130.50</b>		
<b>FYTD for DATAQUICK CORPORATE HEADQUARTERS</b>		<b>1,435.50</b>		





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<b>DAVY, SELINA</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/14/2012	212680	95.00		
			REFUND-RABIES & S/N DEPOSIT	20.00
			REFUND-RABIES & S/N DEPOSIT	75.00
	<b>Vendor Total</b>	<b>95.00</b>		
<b>FYTD for DAVY, SELINA</b>		<b>95.00</b>		
<b>DEBINAIRE COMPANY</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
5/14/2012	212681	274.76		
			BOILER MAINT/REPAIR-PSB	129.30
			BOILER MAINT/REPAIR-CRC	145.46
	<b>Vendor Total</b>	<b>274.76</b>		
<b>FYTD for DEBINAIRE COMPANY</b>		<b>3,232.04</b>		
<b>DEL REY APPRAISAL SRVCS</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/21/2012	212761	700.00		
			APPRAISAL SVC-22877 ALLIES PL	700.00
	<b>Vendor Total</b>	<b>700.00</b>		
<b>FYTD for DEL REY APPRAISAL SRVCS</b>		<b>1,200.00</b>		
<b>DELTA DENTAL</b>				
			Remit to: <b>SAN FRANCISCO</b>	<b>CA</b>
5/14/2012	885183	10,203.24		
			EMPLOYEE DENTAL INSURANCE	10,203.24
	<b>Vendor Total</b>	<b>10,203.24</b>		
<b>FYTD for DELTA DENTAL</b>		<b>115,126.78</b>		
<b>DELTACARE USA</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
5/14/2012	212682	5,768.86		
			EMPLOYEE DENTAL INSURANCE	5,768.86
	<b>Vendor Total</b>	<b>5,768.86</b>		
<b>FYTD for DELTACARE USA</b>		<b>68,310.91</b>		
<b>DENNING, DARLENE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/21/2012	212762	200.00		
			REFUND-RENTAL DEPOSIT-TWNGTE	200.00
	<b>Vendor Total</b>	<b>200.00</b>		
<b>FYTD for DENNING, DARLENE</b>		<b>200.00</b>		
<b>DENNIS GRUBB &amp; ASSOCIATES, LLC</b>				
			Remit to: <b>MIRA LOMA</b>	<b>CA</b>
5/7/2012	885100	13,490.00		
			PLAN REVIEW SVCS-FIRE PREVENTN	6,450.00
			FIRE INSPECTION SVCS	7,040.00
	<b>Vendor Total</b>	<b>13,490.00</b>		
<b>FYTD for DENNIS GRUBB &amp; ASSOCIATES, LLC</b>		<b>148,040.00</b>		



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<b>DGM PEARCE LLC</b>				
			<u>Remit to:</u> <b>BURBANK</b> <b>CA</b>	
5/14/2012	212683	381.00		
			REFUND-ADMIN CITATION FEE	400.00
			REFUND-ADMIN CITATION FEE	-19.00
<b>Vendor Total</b>		<b>381.00</b>		
<b>FYTD for DGM PEARCE LLC</b>		<b>381.00</b>		
<b>DIAZ, LYNN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/21/2012	212763	37.00		
			REFUND-CLASS REGIS FEE	37.00
<b>Vendor Total</b>		<b>37.00</b>		
<b>FYTD for DIAZ, LYNN</b>		<b>37.00</b>		
<b>DIXON, RICHARD</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/23/2012	212839	150.00		
			PER DIEM-SO CA GANG CONFERENCE	150.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for DIXON, RICHARD</b>		<b>150.00</b>		
<b>DLS LANDSCAPE, INC</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
5/29/2012	885276	11,475.00		
			LANDSCAPE MAINT-CFD #1	2,052.00
			LANDSCAPE MAINT-ZONE A	9,423.00
<b>Vendor Total</b>		<b>11,475.00</b>		
<b>FYTD for DLS LANDSCAPE, INC</b>		<b>129,771.00</b>		
<b>DMC DESIGN GROUP, INC</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
5/29/2012	212866	19,106.94		
			STORM DRAIN/ST. IMPRV-TOWNSITE	11,009.19
			CONSULTANT ADMIN SVCS-CAP PROJ	8,097.75
<b>Vendor Total</b>		<b>19,106.94</b>		
<b>FYTD for DMC DESIGN GROUP, INC</b>		<b>299,270.24</b>		
<b>DORSETT-NELSON, KARI</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/21/2012	212764	37.00		
			REFUND-CLASS REGIS FEE	37.00
<b>Vendor Total</b>		<b>37.00</b>		
<b>FYTD for DORSETT-NELSON, KARI</b>		<b>37.00</b>		
<b>DORY, ALLEEN F.</b>				
			<u>Remit to:</u> <b>HEMET</b> <b>CA</b>	
5/7/2012	212575	225.99		
			RETIREE MED MAY '12	225.99
<b>Vendor Total</b>		<b>225.99</b>		
<b>FYTD for DORY, ALLEEN F.</b>		<b>3,575.43</b>		



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<b>DREABON, DAUPHINE/TODD</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/21/2012	212765	65.00		
			REFUND-PARKING CITATION OVRPYT	65.00
<b>Vendor Total</b>		<b>65.00</b>		
<b>FYTD for DREABON, DAUPHINE/TODD</b>		<b>65.00</b>		
<b>DURAN, BLANCA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/21/2012	212766	189.00		
			INSTRUCTOR SVCS-FOLK DANCE	189.00
<b>Vendor Total</b>		<b>189.00</b>		
<b>FYTD for DURAN, BLANCA</b>		<b>2,331.00</b>		
<b>E.R. BLOCK PLUMBING &amp; HEATING, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/14/2012	885184	60.00		
			BACKFLOW DEVICE TEST-FS#6	40.00
			BACKFLOW DEVICE TEST-CFD#1	20.00
5/21/2012	885234	918.93		
			BACKFLOW DEVICE TEST-ZONE D	20.00
			NEW BACKFLOW DEVICE-T19518	636.43
			REPLACE STOLEN BACKFLOW DEVICE	262.50
5/29/2012	885277	2,360.96		
			BACKFLOW DEVICE TEST-ZONE D	340.00
			ANNUAL BACKFLOW PREVENTER TEST	20.00
			BACKFLOW REPAIR-MATERIAL-ZONEM	576.46
			BACKFLOW REPAIR-LABOR-ZONE M	187.50
			BACKFLOW REPAIR-MATERIAL-ZN D	431.00
			BACKFLOW REPAIR-LABOR-ZONE D	187.50
			BACKFLOW REPAIR-MATERIAL-ZN D	431.00
			BACKFLOW REPAIR-LABOR-ZONE D	187.50
<b>Vendor Total</b>		<b>3,339.89</b>		
<b>FYTD for E.R. BLOCK PLUMBING &amp; HEATING, INC.</b>		<b>40,700.76</b>		
<b>EARTH TEK ENGINEERING CORP.</b>				
			Remit to: <b>CHINO HILLS</b>	<b>CA</b>
5/29/2012	212867	91.00		
			REFUND-BUS LIC OVERPAYMENT	91.00
<b>Vendor Total</b>		<b>91.00</b>		
<b>FYTD for EARTH TEK ENGINEERING CORP.</b>		<b>91.00</b>		



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<b>EASTERN MUNICIPAL WATER DISTRICT</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
5/7/2012	212576	11,717.64		
			WATER CHARGES	2,669.87
			WATER CHARGES	205.14
			WATER CHARGES	1,668.42
			WATER CHARGES	3,318.66
			WATER CHARGES	2,743.10
			WATER CHARGES	29.10
			WATER CHARGES	229.86
			WATER CHARGES	172.60
			WATER CHARGES	197.62
			WATER CHARGES	187.65
			WATER CHARGES	295.62
5/14/2012	212684	8,917.17		
			WATER CHARGES	37.93
			WATER CHARGES	193.25
			WATER CHARGES	1,931.13
			WATER CHARGES	34.80
			WATER CHARGES	717.20
			WATER CHARGES	100.05
			WATER CHARGES	648.83
			WATER CHARGES	716.45
			WATER CHARGES	1,127.31
			WATER CHARGES	1,490.94
			WATER CHARGES	176.54
			WATER CHARGES	353.05
			WATER CHARGES	193.54
			WATER CHARGES	228.92
			WATER CHARGES	340.04
			WATER CHARGES	169.03
			WATER CHARGES	458.16
5/29/2012	212868	11,938.53		
			WATER CHARGES	1,177.96
			WATER CHARGES	998.03
			WATER CHARGES	4,256.84
			WATER CHARGES	1,516.46
			WATER CHARGES	3,313.08
			WATER CHARGES	553.45
			WATER CHARGES	122.71
<b>Vendor Total</b>		<b>32,573.34</b>		
<b>FYTD for EASTERN MUNICIPAL WATER DISTRICT</b>		<b>1,306,883.00</b>		
<b>ECONOMICS &amp; POLITICS, INC.</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
5/7/2012	212577	15,000.00		
			RESEARCH ECONOMIC IMPACT	12,500.00
			RESEARCH & POWERPNT PRESENTATN	2,500.00
<b>Vendor Total</b>		<b>15,000.00</b>		
<b>FYTD for ECONOMICS &amp; POLITICS, INC.</b>		<b>15,000.00</b>		



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<b>EDGELANE MOBILE PARK</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
5/14/2012	885185	44.89		
			REFUND-UUT FOR EXEMPT RESIDNTS	44.89
<b>Vendor Total</b>		<b>44.89</b>		
<b>FYTD for EDGELANE MOBILE PARK</b>		<b>440.03</b>		
<b>EES CONSULTING, INC.</b>				
			Remit to: <b>KIRKLAND</b>	<b>WA</b>
5/29/2012	212869	2,124.44		
			CONSULTING SVCS-MVU	1,494.44
			CONSULTING SVCS-MVU	630.00
<b>Vendor Total</b>		<b>2,124.44</b>		
<b>FYTD for EES CONSULTING, INC.</b>		<b>43,876.44</b>		
<b>EGGERSTEN, ANNE</b>				
			Remit to: <b>RANCHO MIRAGE</b>	<b>CA</b>
5/7/2012	212578	320.43		
			RETIREE MED MAY '12	320.43
<b>Vendor Total</b>		<b>320.43</b>		
<b>FYTD for EGGERSTEN, ANNE</b>		<b>3,556.11</b>		
<b>ELMORE, RICK/DONNA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/29/2012	212870	20.00		
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for ELMORE, RICK/DONNA</b>		<b>20.00</b>		



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<b>ENCO UTILITY SERVICES MORENO VALLEY LLC</b>				
			<u>Remit to:</u> <b>ANAHEIM</b>	<b>CA</b>
5/14/2012	885186	20,397.66		
			MVU WORK AUTHORIZATION 40-250A	93.35
			MVU WORK AUTHORIZATION 40-254A	192.60
			MVU WORK AUTHORIZATION 40-251B	408.11
			MVU WORK AUTHORIZATION 40-257A	50.61
			MVU WORK AUTHORIZATION 40-243A	149.59
			MVU WORK AUTHORIZATION 40-250B	875.91
			MVU WORK AUTHORIZATION 40-249B	10,879.14
			MVU WORK AUTHORIZATION 40-268A	2,043.98
			MVU WORK AUTHORIZATION 40-242A	2,450.53
			MVU WORK AUTHORIZATION 40-247A	963.51
			MVU WORK AUTHORIZATION 40-247B	50.61
			MVU WORK AUTHORIZATION 40-268B	25.31
			MVU WORK AUTHORIZATION 40-271	711.66
			HEACOCK ST BRIDGE NEW CONDUITS	46.68
			REVIEW RULE 20A UG PROJ-NASON	798.75
			MVU WORK AUTHORIZATION 40-237B	657.32
5/29/2012	885278	1,269.40		
			ENG. REVIEW-SCE PROJ ON CACTUS	1,269.40
<b>Vendor Total</b>		<b>21,667.06</b>		
<b>FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC</b>		<b>2,449,118.42</b>		
<b>ENTERPRISE MEDIA</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
5/7/2012	212579	1,700.00		
			LEGAL ADS FOR CDBG	1,700.00
<b>Vendor Total</b>		<b>1,700.00</b>		
<b>FYTD for ENTERPRISE MEDIA</b>		<b>1,739.60</b>		
<b>ESKEL/PORTER CONSULTING, INC.</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b>	<b>CA</b>
5/21/2012	885236	742.50		
			CRM CONSULTING SVCS	742.50
<b>Vendor Total</b>		<b>742.50</b>		
<b>FYTD for ESKEL/PORTER CONSULTING, INC.</b>		<b>8,837.50</b>		



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<b>EVANS ENGRAVING &amp; AWARDS</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/14/2012	885187	68.96	EMPLOYEE OF THE QTR PLAQUE	30.17
			2 X 9 WALNUT NAMEPLATE	24.00
			2 X 9 WALNUT NAMEPLATE	12.00
			CALIF SALE TAX @ 7.75%	2.79
5/21/2012	885237	2,603.24	SERVICE AWARD PRGRM	1,500.00
			SERVICE AWARD PRGRM	1,064.45
			NAMEPLATES/BADGES-COMMISSIONS	25.86
			NAMEPLATES/BADGES-COMMISSIONS	0.44
			NAMEPLATES/BADGES-COMMISSIONS	12.49
<b>Vendor Total</b>		<b>2,672.20</b>		
<b>FYTD for EVANS ENGRAVING &amp; AWARDS</b>		<b>3,915.21</b>		
<b>EWING IRRIGATION PRODUCTS, INC.</b>				
			<u>Remit to:</u> <b>PHOENIX</b> <b>AZ</b>	
5/14/2012	212685	32.72	IRRIGATION PARTS/SUPPLY-PARKS	32.72
<b>Vendor Total</b>		<b>32.72</b>		
<b>FYTD for EWING IRRIGATION PRODUCTS, INC.</b>		<b>10,919.69</b>		
<b>EXCEL LANDSCAPE, INC</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
5/29/2012	212872	5,396.99	LANDSCAPE MAINT-WQCB	2,365.41
			LANDSCAPE MAINT-WQCB	907.33
			LANDSCAPE MAINT-WQCB	2,124.25
<b>Vendor Total</b>		<b>5,396.99</b>		
<b>FYTD for EXCEL LANDSCAPE, INC</b>		<b>90,703.60</b>		
<b>F.A.C.E.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/7/2012	212580	4,459.00	ADVERTISEMENT	1,911.00
			ADVERTISEMENT	2,548.00
<b>Vendor Total</b>		<b>4,459.00</b>		
<b>FYTD for F.A.C.E.</b>		<b>4,459.00</b>		
<b>FAIR HOUSING COUNCIL OF RIV CO, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/21/2012	885238	4,843.34	FORECLOSURE PREVENTN PRGRM	1,610.02
			LANDLORD/TENANT MEDIATN PRGRM	1,066.28
			FAIR HOUSING DISCRIMINATN PRGR	2,167.04
<b>Vendor Total</b>		<b>4,843.34</b>		
<b>FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.</b>		<b>62,605.22</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>FALLEN OFFICERS FUND</b>				
			Remit to: <b>CHULA VISTA</b>	<b>CA</b>
5/23/2012	212840	750.00		
			SO. CA GANG CONF/MAY 29-31	125.00
			SO. CA GANG CONF/MAY 29-31	125.00
			SO. CA GANG CONF/MAY 29-31	125.00
			SO. CA GANG CONF/MAY 29-31	125.00
			SO. CA GANG CONF/MAY 29-31	125.00
			SO. CA GANG CONF/MAY 29-31	125.00
			Vendor Total	<b>750.00</b>
<b>FYTD for FALLEN OFFICERS FUND</b>		<b>830.00</b>		
<b>FAMILY DOLLAR STORE</b>				
			Remit to: <b>CHARLOTTE</b>	<b>NC</b>
5/29/2012	212873	211.50		
			REFUND-BUS LIC OVERPAYMENT	211.50
			Vendor Total	<b>211.50</b>
<b>FYTD for FAMILY DOLLAR STORE</b>		<b>211.50</b>		
<b>FEENSTRA, JOHN</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
5/7/2012	885102	361.25		
			RETIREE MED MAY '12	361.25
			Vendor Total	<b>361.25</b>
<b>FYTD for FEENSTRA, JOHN</b>		<b>3,973.75</b>		
<b>FIRST CHOICE SERVICES</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
5/21/2012	885239	878.47		
			COFFEE SVCS-EMPLOYEE PAID	201.81
			COFFEE SVCS-EMPLOYEE PAID	56.69
			COFFEE SVCS-EMPLOYEE PAID	46.04
			COFFEE SVCS-EMPLOYEE PAID	165.22
			COFFEE SVCS-EMPLOYEE PAID	149.09
			COFFEE SVCS-EMPLOYEE PAID	66.09
			COFFEE SVCS-EMPLOYEE PAID	94.42
			COFFEE SVCS-EMPLOYEE PAID	67.73
			COFFEE SVCS-EMPLOYEE PAID	31.38
			Vendor Total	<b>878.47</b>
<b>FYTD for FIRST CHOICE SERVICES</b>		<b>8,317.55</b>		
<b>FIRST LEGAL NETWORK, LLC</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
5/29/2012	212874	186.12		
			PICK UP SVCS-GEN MATTERS	186.12
			Vendor Total	<b>186.12</b>
<b>FYTD for FIRST LEGAL NETWORK, LLC</b>		<b>186.12</b>		





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<b>FITNESS 19 CA 155 11C</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/14/2012	212686	0.00		
			GYM MEMBERSHIP DEDUCTIONS	12.00
			VOIDED CHECK #212686 - 5/14/12	-12.00
5/21/2012	212769	224.00		
			GYM MEMBERSHIP DEDUCTIONS	12.00
			GYM MEMBERSHIP DEDUCTIONS	212.00
<b>Vendor Total</b>		<b>224.00</b>		
<b>FYTD for FITNESS 19 CA 155 11C</b>		<b>2,480.00</b>		
<b>FLORES, DAISY</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/21/2012	212770	210.00		
			REFUND-RENTAL DEPOSIT-TWNGTE	210.00
<b>Vendor Total</b>		<b>210.00</b>		
<b>FYTD for FLORES, DAISY</b>		<b>210.00</b>		
<b>FOCUS ESTATES, INC</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	212581	4,288.64		
			RETENTION RELEASE	4,148.69
			RETENTION RELEASE	139.95
<b>Vendor Total</b>		<b>4,288.64</b>		
<b>FYTD for FOCUS ESTATES, INC</b>		<b>39,777.14</b>		
<b>FOSTER, JAMES BARRY</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/14/2012	212687	177.50		
			PER DIEM-ICSC RECON CONVENTION	177.50
<b>Vendor Total</b>		<b>177.50</b>		
<b>FYTD for FOSTER, JAMES BARRY</b>		<b>726.05</b>		
<b>FOSTER, NANCY A.</b>				
			<u>Remit to:</u> <b>GRASS VALLEY</b> <b>CA</b>	
5/7/2012	885103	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for FOSTER, NANCY A.</b>		<b>3,506.03</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>FRANCHISE TAX BOARD</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
5/7/2012	212652	995.66		
			GARNISHMENT	100.00
			GARNISHMENT	153.12
			GARNISHMENT	25.00
			GARNISHMENT	567.54
			GARNISHMENT	150.00
5/21/2012	212771	996.68		
			GARNISHMENT	996.68
<b>Vendor Total</b>		<b>1,992.34</b>		
<b>FYTD for FRANCHISE TAX BOARD</b>		<b>11,371.43</b>		
<b>FRANKLIN, L. C.</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
5/14/2012	212688	186.48		
			MILEAGE REIMBURSEMENT	186.48
<b>Vendor Total</b>		<b>186.48</b>		
<b>FYTD for FRANKLIN, L. C.</b>		<b>1,894.94</b>		
<b>FRAZEE INDUSTRIES, INC</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	212582	1,012.37		
			PAINT/SUPPLY-GRAFFITI RMVL	117.67
			PAINT/SUPPLY-GRAFFITI RMVL	894.70
<b>Vendor Total</b>		<b>1,012.37</b>		
<b>FYTD for FRAZEE INDUSTRIES, INC</b>		<b>44,105.89</b>		
<b>FRESQUEZ, JOHN</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	212583	80.00		
			SPORTS OFFICIATING SVCS	80.00
<b>Vendor Total</b>		<b>80.00</b>		
<b>FYTD for FRESQUEZ, JOHN</b>		<b>1,560.00</b>		
<b>FUSION SIGN AND DESIGN, INC</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/29/2012	212875	1,205.82		
			FREESTANDING COMMUNITY SIGN	1,012.36
			SALES TAX	78.46
			DELIVERY CHG	115.00
<b>Vendor Total</b>		<b>1,205.82</b>		
<b>FYTD for FUSION SIGN AND DESIGN, INC</b>		<b>29,255.82</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>GALLS INC., INLAND UNIFORM</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/7/2012	212584	141.00		
			UNIFORM FOR SECURITY GUARD	141.00
5/21/2012	212772	692.24		
			UNIFORMS-POLICE TRAFFIC	253.71
			UNIFORMS-POLICE TRAFFIC	438.53
5/29/2012	212876	97.62		
			UNIFORMS-POP TEAM	97.62
<b>Vendor Total</b>		<b>930.86</b>		
<b>FYTD for GALLS INC., INLAND UNIFORM</b>		<b>8,793.39</b>		
<b>GARMAR CARPET</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	212585	151.53		
			REFUND-BUS LIC OVERPAYMENT	151.53
<b>Vendor Total</b>		<b>151.53</b>		
<b>FYTD for GARMAR CARPET</b>		<b>151.53</b>		
<b>GENERAL SECURITY SERVICES, INC.</b>				
			<u>Remit to:</u> <b>WILMINGTON</b> <b>CA</b>	
5/7/2012	212586	1,043.12		
			SECURITY SVCS-CITY HALL	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CRC	306.80
5/14/2012	212689	122.72		
			SECURITY SVCS-LIBRARY	122.72
5/21/2012	212773	306.80		
			SECURITY SVCS-CRC	306.80
5/29/2012	212877	2,270.32		
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-LIBRARY	490.88
			SECURITY SVCS-LIBRARY	613.60
			SECURITY SVCS-LIBRARY	122.72
<b>Vendor Total</b>		<b>3,742.96</b>		
<b>FYTD for GENERAL SECURITY SERVICES, INC.</b>		<b>45,168.70</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>GENERATOR SERVICES CO., INC.</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA CA</b>	
5/14/2012	212690	8,353.42		
			REMOVE EXSTNG EXHST SYSTM-FS#2	4,176.71
			REMOVE EXSTNG EXHST SYSTM-FS#6	4,176.71
5/21/2012	212774	231.91		
			REMOVE EXSTNG EXHAUST SYS-FS#2	134.69
			REMOVE EXSTNG EXHAUST SYS-FS#6	97.22
<b>Vendor Total</b>		<b>8,585.33</b>		
<b>FYTD for GENERATOR SERVICES CO., INC.</b>		<b>8,585.33</b>		
<b>GHANTIWALA, PRAVIN</b>				
			<u>Remit to:</u> <b>WALNUT CA</b>	
5/21/2012	885240	3,420.00		
			ENGINEERING/DESIGN SVCS-MVU	3,420.00
<b>Vendor Total</b>		<b>3,420.00</b>		
<b>FYTD for GHANTIWALA, PRAVIN</b>		<b>39,330.00</b>		
<b>GIBBS, GIDEN, LOCHER, TURNER &amp; SENET LLP</b>				
			<u>Remit to:</u> <b>LOS ANGELES CA</b>	
5/21/2012	885241	7,936.86		
			LEGAL SVCS	3,964.03
			LEGAL SVCS	1,422.97
			LEGAL SVCS	1,111.50
			LEGAL SVCS	719.18
			LEGAL SVCS	719.18
5/29/2012	885279	4,535.55		
			LEGAL SVCS	2,440.34
			LEGAL SVCS	2,095.21
<b>Vendor Total</b>		<b>12,472.41</b>		
<b>FYTD for GIBBS, GIDEN, LOCHER, TURNER &amp; SENET LLP</b>		<b>266,798.82</b>		
<b>GLOBAL SOFTWARE, INC</b>				
			<u>Remit to:</u> <b>RALEIGH NC</b>	
5/21/2012	885242	4,880.00		
			SPREADSHEET SERVER-2 USER LIC	4,880.00
<b>Vendor Total</b>		<b>4,880.00</b>		
<b>FYTD for GLOBAL SOFTWARE, INC</b>		<b>14,640.00</b>		
<b>GOD'S HELPING HAND</b>				
			<u>Remit to:</u> <b>MENIFEE CA</b>	
5/21/2012	885243	712.50		
			RENT/UTILITIES-CDBG GRANT	712.50
5/29/2012	885280	712.50		
			FOOD BANK-CDBG	712.50
<b>Vendor Total</b>		<b>1,425.00</b>		
<b>FYTD for GOD'S HELPING HAND</b>		<b>10,162.50</b>		



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<b>GONG ENTERPRISES, INC.</b>				
			<u>Remit to:</u> <b>HUNTINGTON BEACH CA</b>	
5/7/2012	212587	7,661.00		
			CONSULTANT PLAN CHECK SVCS	560.00
			PLAN CHECK SVCS-LAND DVLPMNT	1,111.00
			PLAN CHECK SVCS-PM 35672	2,190.00
			PLAN CHECK SVCS-PM 36162 DRAIN	3,800.00
5/29/2012	212878	5,370.00		
			PLAN CHECK SVCS-PM35672	4,320.00
			PLAN CHECK SVCS-PM35672	1,050.00
<b>Vendor Total</b>		<b>13,031.00</b>		
<b>FYTD for GONG ENTERPRISES, INC.</b>		<b>46,531.00</b>		
<b>GONZALES, DOMILENA R.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
5/7/2012	885104	637.46		
			RETIREE MED MAR-APR 12, PD MAY	637.46
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for GONZALES, DOMILENA R.</b>		<b>3,506.03</b>		
<b>GONZALEZ, ESMERALDA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
5/21/2012	212775	200.00		
			REFUND-RENTAL DEPOSIT-TWNGTE	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for GONZALEZ, ESMERALDA</b>		<b>200.00</b>		
<b>GONZALEZ, JENNIFER</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
5/14/2012	212691	95.00		
			REFUND-RABIES & S/N DEPOSIT	20.00
			REFUND-RABIES & S/N DEPOSIT	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for GONZALEZ, JENNIFER</b>		<b>95.00</b>		
<b>GOZDECKI, DAN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
5/7/2012	885105	864.00		
			INSTRUCTOR SVCS-KUNG FU/YOUTH	594.00
			INSTRUCTOR SVCS-KUNG FU/ADULT	270.00
5/29/2012	885281	702.00		
			INSTRUCTOR SVCS-KUNG FU	513.00
			INSTRUCTOR SVCS-KUNG FU	189.00
<b>Vendor Total</b>		<b>1,566.00</b>		
<b>FYTD for GOZDECKI, DAN</b>		<b>7,606.13</b>		



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<b>GRACE TEMPLE COGIC</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	212588	74.00		
			REFUND-PARK PERMIT FEE	74.00
<b>Vendor Total</b>		<b>74.00</b>		
<b>FYTD for GRACE TEMPLE COGIC</b>		<b>74.00</b>		
<b>GREENE, MATTHEW</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	212589	45.00		
			SPORTS OFFICIATING SVCS	36.00
			50% WITHHOLDING FOR CSS ORDER	-18.00
			SPORTS OFFICIATING SVCS	54.00
			50% WITHHOLDING FOR CSS ORDER	-27.00
5/29/2012	212879	27.00		
			SPORTS OFFICIATING SVCS	54.00
			50% WITHHOLDING FOR CSS ORDER	-27.00
<b>Vendor Total</b>		<b>72.00</b>		
<b>FYTD for GREENE, MATTHEW</b>		<b>1,125.00</b>		
<b>GRIFFIN, MARLENE C</b>				
			Remit to: <b>GREEN VALLEY</b>	<b>AZ</b>
5/7/2012	885106	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for GRIFFIN, MARLENE C</b>		<b>3,506.03</b>		
<b>GRONSKI, JODI</b>				
			Remit to: <b>CORONA DEL MAR</b>	<b>CA</b>
5/29/2012	212880	95.00		
			REFUND-RABIES & SN DEPOSIT	20.00
			REFUND-RABIES & SN DEPOSIT	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for GRONSKI, JODI</b>		<b>95.00</b>		
<b>GROUP DELTA CONSULTANTS, INC</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
5/7/2012	885107	2,577.50		
			DAY ST IMPRVMENTS PROJECT SVCS	2,577.50
<b>Vendor Total</b>		<b>2,577.50</b>		
<b>FYTD for GROUP DELTA CONSULTANTS, INC</b>		<b>7,663.98</b>		
<b>GRUBE, PATTY</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	212590	109.68		
			BOOST CONF. MILEAGE/PARKING	97.68
			BOOST CONF. MILEAGE/PARKING	12.00
<b>Vendor Total</b>		<b>109.68</b>		
<b>FYTD for GRUBE, PATTY</b>		<b>109.68</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>GUARDSMARK</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA CA</b>	
5/7/2012	212591	1,786.00		
			SECURITY SVCS-CITY HALL	357.20
			SECURITY SVCS-CITY HALL	357.20
			SECURITY SVCS-CITY HALL	357.20
			SECURITY SVCS-CITY HALL	357.20
			SECURITY SVCS-CITY HALL	357.20
5/14/2012	212692	357.20		
			SECURITY SVCS-CITY HALL	357.20
5/29/2012	212881	1,071.60		
			SECURITY SVCS-CITY HALL	357.20
			SECURITY SVCS-CITY HALL	357.20
			SECURITY SVCS-CITY HALL	357.20
<b>Vendor Total</b>		<b>3,214.80</b>		
<b>FYTD for GUARDSMARK</b>		<b>23,338.56</b>		
<b>GUIDA SURVEYING, INC.</b>				
			<u>Remit to:</u> <b>IRVINE CA</b>	
5/14/2012	885188	4,932.50		
			PERRIS BLVD WIDENING PROJ SVCS	4,932.50
<b>Vendor Total</b>		<b>4,932.50</b>		
<b>FYTD for GUIDA SURVEYING, INC.</b>		<b>44,565.50</b>		
<b>GUILLAN, REBECCA S.</b>				
			<u>Remit to:</u> <b>ADVANCE NC</b>	
5/7/2012	885108	275.31		
			RETIREE MED MAY 12, PD MAY 12	275.31
<b>Vendor Total</b>		<b>275.31</b>		
<b>FYTD for GUILLAN, REBECCA S.</b>		<b>3,283.79</b>		
<b>GUILLEN, RUTH</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
5/7/2012	885109	61.75		
			RETIREE MED APR 12, PD MAY 12	61.75
<b>Vendor Total</b>		<b>61.75</b>		
<b>FYTD for GUILLEN, RUTH</b>		<b>669.40</b>		
<b>GUTIERREZ, ROBERT</b>				
			<u>Remit to:</u> <b>LA VERNE CA</b>	
5/7/2012	885110	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for GUTIERREZ, ROBERT</b>		<b>3,506.03</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>GUZMAN'S CART SERVICE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/14/2012	885189	4,049.00	SHOPPING CART RETRIEVAL SVC	4,049.00
<b>Vendor Total</b>		<b>4,049.00</b>		
<b>FYTD for GUZMAN'S CART SERVICE</b>		<b>44,539.00</b>		
<b>HAAS, MINA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	212592	132.00	INSTRUCTOR SVCS-BODY SCULPTING	72.00
			INSTRUCTOR SVCS-BODY SCULPTING	60.00
5/29/2012	212882	120.00	INSTRUCTOR SVCS-BODY SCULPTING	120.00
<b>Vendor Total</b>		<b>252.00</b>		
<b>FYTD for HAAS, MINA</b>		<b>2,806.20</b>		
<b>HABITAT FOR HUMANITY RIVERSIDE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/21/2012	212776	1,143.66	MOBILEHOME REPAIR PRGRM	1,143.66
<b>Vendor Total</b>		<b>1,143.66</b>		
<b>FYTD for HABITAT FOR HUMANITY RIVERSIDE</b>		<b>12,911.67</b>		
<b>HAMLIN, WILLIAM R.</b>				
			Remit to: <b>BEAUMONT</b>	<b>CA</b>
5/7/2012	885111	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HAMLIN, WILLIAM R.</b>		<b>3,506.03</b>		
<b>HANES, MARTIN D.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	885112	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HANES, MARTIN D.</b>		<b>3,506.03</b>		
<b>HANIGAN BUSINESS FORMS</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/7/2012	885113	2,284.81	LABELS, CITY SEAL 12" DIA.	1,995.00
			CA SALES TAX	154.61
			FREIGHT	15.00
			OVERAGE CHRGS INCL TAX/FREIGHT	120.20
<b>Vendor Total</b>		<b>2,284.81</b>		
<b>FYTD for HANIGAN BUSINESS FORMS</b>		<b>3,405.93</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>HARDING, JOHN S.</b>				
			Remit to: <b>BANNING</b>	<b>CA</b>
5/7/2012	212593	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HARDING, JOHN S.</b>		<b>3,506.03</b>		
<b>HARRIS &amp; ASSOCIATES, INC.</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
5/29/2012	885283	641.00	PLAN CHECK SVCS-52 UNIT APTS	641.00
<b>Vendor Total</b>		<b>641.00</b>		
<b>FYTD for HARRIS &amp; ASSOCIATES, INC.</b>		<b>23,010.45</b>		
<b>HARTMANN, RICK</b>				
			Remit to: <b>SAN DIMAS</b>	<b>CA</b>
5/7/2012	212594	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HARTMANN, RICK</b>		<b>35,619.30</b>		
<b>HATFIELD, CHARLES</b>				
			Remit to: <b>LAS VEGAS</b>	<b>NV</b>
5/7/2012	885114	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HATFIELD, CHARLES</b>		<b>3,824.76</b>		
<b>HEASLEY, DANIEL</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
5/21/2012	212777	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for HEASLEY, DANIEL</b>		<b>75.00</b>		
<b>HEFFLEY, ROSS W.</b>				
			Remit to: <b>HEMET</b>	<b>CA</b>
5/7/2012	885115	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HEFFLEY, ROSS W.</b>		<b>3,506.03</b>		
<b>HENRICH, CHRIS</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
5/29/2012	212883	30.00	REFUND-A/C SERVICE FEES	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for HENRICH, CHRIS</b>		<b>30.00</b>		



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<b>HERRICK, ROBERT D.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	212595	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HERRICK, ROBERT D.</b>		<b>3,506.03</b>		
<b>HONDA YAMAHA OF REDLANDS</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
5/14/2012	885191	1,976.88	MOTORCYCLE MAINT/REPAIR-POLICE	133.75
			MOTORCYCLE PARTS	356.36
			MOTORCYCLE MAINT/REPAIR-POLICE	147.75
			MOTORCYCLE PARTS	348.09
			MOTORCYCLE MAINT/REPAIR-POLICE	105.75
			MOTORCYCLE PARTS	294.39
			MOTORCYCLE MAINT/REPAIR-POLICE	84.00
			MOTORCYCLE PARTS	39.88
			MOTORCYCLE MAINT/REPAIR-POLICE	259.75
			MOTORCYCLE PARTS	207.16
5/29/2012	885284	284.40	MOTORCYCLE PARTS-POLICE	20.48
			MOTORCYCLE MAINT/REPAIR-POLICE	62.00
			MOTORCYCLE PARTS	201.92
<b>Vendor Total</b>		<b>2,261.28</b>		
<b>FYTD for HONDA YAMAHA OF REDLANDS</b>		<b>38,851.63</b>		
<b>HOUSER, EDITH E.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	212596	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HOUSER, EDITH E.</b>		<b>3,506.03</b>		
<b>HUNTINGTON COURT REPORTERS</b>				
			Remit to: <b>PASADENA</b>	<b>CA</b>
5/29/2012	212884	1,153.95	TRANSCRIPTS-CERT COPIES	1,153.95
<b>Vendor Total</b>		<b>1,153.95</b>		
<b>FYTD for HUNTINGTON COURT REPORTERS</b>		<b>1,153.95</b>		
<b>ICMA RETIREMENT CORP 457</b>				
			Remit to: <b>BALTIMORE</b>	<b>MD</b>
5/4/2012	3073	8,575.01	DEF COMP 457 5/4/12	8,575.01
5/18/2012	3081	8,575.01	DEF COMP 457 5/18/12	8,575.01
<b>Vendor Total</b>		<b>17,150.02</b>		
<b>FYTD for ICMA RETIREMENT CORP 457</b>		<b>254,280.83</b>		



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<b>ICR DOORS</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO</b> <b>CA</b>	
5/7/2012	885116	195.00	AUTOMATIC GATE MAINT-FS#58	195.00
5/14/2012	885192	435.00	AUTOMATIC GATE MAINT-FS#2 AUTOMATIC GATE MAINT-FS#48 AUTOMATIC GATE MAINT-CITY YARD	150.00 90.00 195.00
<b>Vendor Total</b>		<b>630.00</b>		
<b>FYTD for ICR DOORS</b>		<b>4,016.60</b>		
<b>IES COMMERCIAL, INC</b>				
			<u>Remit to:</u> <b>TEMPE</b> <b>AZ</b>	
5/14/2012	212693	487.74	REPAIR SVCS-3 CITY HALL EXITS	487.74
<b>Vendor Total</b>		<b>487.74</b>		
<b>FYTD for IES COMMERCIAL, INC</b>		<b>1,242.73</b>		
<b>IGNITION ENGINEERING</b>				
			<u>Remit to:</u> <b>ANAHEIM</b> <b>CA</b>	
5/29/2012	212885	102.19	REPAIRS-1948 FIRE TRUCK REPAIRS-1948 FIRE TRUCK	75.00 27.19
<b>Vendor Total</b>		<b>102.19</b>		
<b>FYTD for IGNITION ENGINEERING</b>		<b>102.19</b>		
<b>IL SORRENTO MOBILE PARK</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	212597	130.70	REFUND-UUT FOR EXEMPT RESIDNTS	130.70
<b>Vendor Total</b>		<b>130.70</b>		
<b>FYTD for IL SORRENTO MOBILE PARK</b>		<b>962.51</b>		
<b>ING USA ANNUITY &amp; LIFE INSURANCE CO.</b>				
			<u>Remit to:</u> <b>DES MOINES</b> <b>IA</b>	
5/7/2012	212598	400.00	NON-EXEMPT ANNUITY	400.00
<b>Vendor Total</b>		<b>400.00</b>		
<b>FYTD for ING USA ANNUITY &amp; LIFE INSURANCE CO.</b>		<b>4,625.00</b>		
<b>INLAND CONTRACTORS, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/7/2012	885117	173.70	NUISANCE ABATEMENT SVCS-CODE	173.70
5/29/2012	885285	12,125.00	DEMOLITION SVCS-27913 COTTONWD	12,125.00
<b>Vendor Total</b>		<b>12,298.70</b>		
<b>FYTD for INLAND CONTRACTORS, INC.</b>		<b>44,505.10</b>		



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<b>INLAND EMPIRE MAGAZINE</b>				
5/29/2012	212886	3,290.00	Remit to: <b>RIVERSIDE</b> <b>CA</b> ADVERTISEMENT-APRIL ISSUE	3,290.00
<b>Vendor Total</b>		<b>3,290.00</b>		
<b>FYTD for INLAND EMPIRE MAGAZINE</b>		<b>5,280.00</b>		
<b>INLAND PETROLEUM EQUIPMENT &amp; REPAIR, INC</b>				
5/14/2012	885193	870.72	Remit to: <b>BLOOMINGTON</b> <b>CA</b> TESTING & MAINT.-FS#2 TESTING & MAINT.-FS#91	391.19 479.53
<b>Vendor Total</b>		<b>870.72</b>		
<b>FYTD for INLAND PETROLEUM EQUIPMENT &amp; REPAIR, INC</b>		<b>2,846.35</b>		
<b>INSIDE PLANTS, INC.</b>				
5/21/2012	885244	320.00	Remit to: <b>CORONA</b> <b>CA</b> INDOOR PLANT MAINT-CRC	320.00
<b>Vendor Total</b>		<b>320.00</b>		
<b>FYTD for INSIDE PLANTS, INC.</b>		<b>3,520.00</b>		
<b>ITERIS, INC.</b>				
5/29/2012	885286	9,713.50	Remit to: <b>SANTA ANA</b> <b>CA</b> ENGINEERING SVCS-EVP RETROFIT	9,713.50
<b>Vendor Total</b>		<b>9,713.50</b>		
<b>FYTD for ITERIS, INC.</b>		<b>9,713.50</b>		
<b>J D H CONTRACTING</b>				
5/7/2012	885118	1,985.00	Remit to: <b>RIVERSIDE</b> <b>CA</b> INSTALL NEW SHOWER WALLS	1,985.00
5/21/2012	885245	5,741.00	DUCT WORK, T-BAR CEILING DUCT WORK, T-BAR CEILING DUCT WORK, T-BAR CEILING	4,000.00 1,700.00 41.00
<b>Vendor Total</b>		<b>7,726.00</b>		
<b>FYTD for J D H CONTRACTING</b>		<b>54,850.50</b>		
<b>JACKSON, SHIRLEY A.</b>				
5/29/2012	212887	952.76	Remit to: <b>MORENO VALLEY</b> <b>CA</b> REFUND-VARIOUS PERMIT FEES REFUND-VARIOUS PERMIT FEES REFUND-VARIOUS PERMIT FEES REFUND-VARIOUS PERMIT FEES REFUND-VARIOUS PERMIT FEES	753.56 97.60 97.60 3.60 0.40
<b>Vendor Total</b>		<b>952.76</b>		
<b>FYTD for JACKSON, SHIRLEY A.</b>		<b>952.76</b>		



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<b>JANNEY &amp; JANNEY ATTORNEY SVCS, INC.</b>				
5/21/2012	212778	75.00	<u>Remit to:</u> RIVERSIDE CA COURIER SVCS	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for JANNEY &amp; JANNEY ATTORNEY SVCS, INC.</b>		<b>1,389.00</b>		
<b>JARRETT, STEPHEN M.</b>				
5/14/2012	212694	21.53	<u>Remit to:</u> YUCAIPA CA MILEAGE-ESRI ARGIS SERVER TRNG	21.53
<b>Vendor Total</b>		<b>21.53</b>		
<b>FYTD for JARRETT, STEPHEN M.</b>		<b>519.54</b>		
<b>JDEDGE SOFTWARE, LLC</b>				
5/8/2012	885174	19,190.00	<u>Remit to:</u> KRUGERVILLE TX ERP IMPLEMENTATION SVCS	19,190.00
5/29/2012	885287	20,996.16	FINANCIALS CONVERSION SUPPORT FINANCIALS CONVERSION SUPPORT	11,050.00 9,946.16
<b>Vendor Total</b>		<b>40,186.16</b>		
<b>FYTD for JDEDGE SOFTWARE, LLC</b>		<b>192,976.22</b>		
<b>JENSEN, LEILANI</b>				
5/29/2012	212888	20.00	<u>Remit to:</u> MORENO VALLEY CA REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for JENSEN, LEILANI</b>		<b>20.00</b>		
<b>JONES, SUSAN</b>				
5/7/2012	885119	318.73	<u>Remit to:</u> MORENO VALLEY CA RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for JONES, SUSAN</b>		<b>3,506.03</b>		
<b>JUGO, JOSEPH</b>				
5/14/2012	212695	95.09	<u>Remit to:</u> MORENO VALLEY CA REFUND-MV UTILITY	95.09
<b>Vendor Total</b>		<b>95.09</b>		
<b>FYTD for JUGO, JOSEPH</b>		<b>95.09</b>		



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<b>KARBORD</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
5/29/2012	212889	4,430.64		
			OIL CHANGE MAT	3,960.00
			EST SHIPPING	163.74
			EST SALES TAX	306.90
	<b>Vendor Total</b>	<b>4,430.64</b>		
<b>FYTD for KARBORD</b>		<b>4,430.64</b>		
<b>KEPLER, JANELLE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/21/2012	212779	280.00		
			INSTRUCTOR SVCS-CHEERLDNG	280.00
	<b>Vendor Total</b>	<b>280.00</b>		
<b>FYTD for KEPLER, JANELLE</b>		<b>280.00</b>		
<b>KING, PATRICIA A.</b>				
			Remit to: <b>LAS VEGAS</b>	<b>NV</b>
5/7/2012	212599	271.44		
			RETIREE MED MAY '12	271.44
	<b>Vendor Total</b>	<b>271.44</b>		
<b>FYTD for KING, PATRICIA A.</b>		<b>2,964.48</b>		
<b>KOLB, CHARLES E.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	885120	318.73		
			RETIREE MED MAY '12	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for KOLB, CHARLES E.</b>		<b>3,506.03</b>		
<b>KOLLAR, KYLE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	885121	318.73		
			RETIREE MED MAY '12	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for KOLLAR, KYLE</b>		<b>3,506.03</b>		
<b>KOSER, MATTHEW</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/23/2012	212841	150.00		
			PER DIEM-SO CA GANG CONFERENCE	150.00
	<b>Vendor Total</b>	<b>150.00</b>		
<b>FYTD for KOSER, MATTHEW</b>		<b>150.00</b>		
<b>KYLE, GARY M.</b>				
			Remit to: <b>PRESCOTT VALLEY</b>	<b>AZ</b>
5/7/2012	885122	318.73		
			RETIREE MED MAY '12	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for KYLE, GARY M.</b>		<b>3,506.03</b>		



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<b>LA FOLLETTE, JOHNSON, DE HAAS, ET AL</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b>	<b>CA</b>
5/7/2012	212600	15,644.09		
			LEGAL SVCS	3,346.09
			LEGAL SVCS	6,743.06
			LEGAL SVCS	771.50
			LEGAL SVCS	4,673.74
			LEGAL SVCS	109.70
5/21/2012	212780	18,321.84		
			LEGAL SVCS	4,890.30
			LEGAL SVCS	13,431.54
<b>Vendor Total</b>		<b>33,965.93</b>		
<b>FYTD for LA FOLLETTE, JOHNSON, DE HAAS, ET AL</b>		<b>89,224.93</b>		
<b>LADRIDO, MINCIE MICHELLE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	212602	3,937.50		
			FED RELOCATION ASSISTANCE	3,937.50
<b>Vendor Total</b>		<b>3,937.50</b>		
<b>FYTD for LADRIDO, MINCIE MICHELLE</b>		<b>6,425.00</b>		
<b>LAFATA, JOSEPHINE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	885123	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LAFATA, JOSEPHINE</b>		<b>3,506.03</b>		
<b>LANGAN ENGINEERING &amp; ENVIRONMENTAL SRVCS</b>				
			<u>Remit to:</u> <b>IRVINE</b>	<b>CA</b>
5/21/2012	212781	4,740.00		
			GEOTECHNICAL SVCS-HF PA07-0090	4,740.00
<b>Vendor Total</b>		<b>4,740.00</b>		
<b>FYTD for LANGAN ENGINEERING &amp; ENVIRONMENTAL SRVCS</b>		<b>4,740.00</b>		
<b>LANGENDORF, BENJAMIN</b>				
			<u>Remit to:</u> <b>PERRIS</b>	<b>CA</b>
5/7/2012	885124	254.59		
			RETIREE MED MAR 12, PD MAY 12	254.59
<b>Vendor Total</b>		<b>254.59</b>		
<b>FYTD for LANGENDORF, BENJAMIN</b>		<b>2,512.71</b>		
<b>LATHAM &amp; WATKINS, LLP</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b>	<b>CA</b>
5/29/2012	212891	377.50		
			LEGAL SVCS-MAYFLD HOA (TR32505)	377.50
<b>Vendor Total</b>		<b>377.50</b>		
<b>FYTD for LATHAM &amp; WATKINS, LLP</b>		<b>4,178.23</b>		



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<b>LAW OFFICES OF DARIUSH KIANI</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/29/2012	212892	1,833.03		
			SETTLEMENT AGREEMENT	516.66
			SETTLEMENT AGREEMENT	1,316.37
5/29/2012	212893	1,000.00		
			SETTLEMENT AGREEMENT	1,000.00
<b>Vendor Total</b>		<b>2,833.03</b>		
<b>FYTD for LAW OFFICES OF DARIUSH KIANI</b>		<b>2,833.03</b>		
<b>LA-Z-BOY FURNITURE GALLERIES</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/7/2012	212601	2,397.31		
			# 010553 "ROLAND" RECLINER	2,159.96
			DELIVERY CHARGE	69.99
			CALIF SALES TAX @ 7.75%	167.36
<b>Vendor Total</b>		<b>2,397.31</b>		
<b>FYTD for LA-Z-BOY FURNITURE GALLERIES</b>		<b>2,397.31</b>		
<b>LEVERAGE INFORMATION SYSTEMS</b>				
			<u>Remit to:</u> <b>ONTARIO</b> <b>CA</b>	
5/7/2012	212603	2,085.00		
			PROF. CONSULTANT SERVICES	2,085.00
<b>Vendor Total</b>		<b>2,085.00</b>		
<b>FYTD for LEVERAGE INFORMATION SYSTEMS</b>		<b>21,241.65</b>		
<b>LEWIS, CAROLYN S.</b>				
			<u>Remit to:</u> <b>BEAUMONT</b> <b>CA</b>	
5/7/2012	885125	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LEWIS, CAROLYN S.</b>		<b>3,506.03</b>		
<b>LEXISNEXIS</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b> <b>CA</b>	
5/29/2012	885288	1,480.00		
			ONLINE LEGAL RESEARCH	740.00
			ONLINE LEGAL RESEARCH	370.00
			ONLINE LEGAL RESEARCH	370.00
<b>Vendor Total</b>		<b>1,480.00</b>		
<b>FYTD for LEXISNEXIS</b>		<b>16,280.00</b>		
<b>LINDO, HERMINA G.</b>				
			<u>Remit to:</u> <b>TITUSVILLE</b> <b>FL</b>	
5/7/2012	885126	199.80		
			RETIREE MED MAR 12, PD MAY 12	199.80
<b>Vendor Total</b>		<b>199.80</b>		
<b>FYTD for LINDO, HERMINA G.</b>		<b>2,711.58</b>		





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## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>LOGAN, CHARLES</b>				
			<u>Remit to:</u> <b>LAS VEGAS</b> <b>NV</b>	
5/7/2012	885127	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LOGAN, CHARLES</b>		<b>3,506.03</b>		
<b>LONGDYKE, DENNIS</b>				
			<u>Remit to:</u> <b>BEAUMONT</b> <b>CA</b>	
5/7/2012	212604	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LONGDYKE, DENNIS</b>		<b>2,868.57</b>		
<b>LOPEZ, TERESA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/21/2012	212782	300.00	REFUND-RENTAL DEPOSIT-SNR CTR	300.00
<b>Vendor Total</b>		<b>300.00</b>		
<b>FYTD for LOPEZ, TERESA</b>		<b>300.00</b>		
<b>LOR GEOTECHNICAL GROUP, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/21/2012	885246	545.00	PERRIS BL WIDENING SB LN TO 60	275.00
			PERRIS BL WIDENING SB LN TO 60	270.00
<b>Vendor Total</b>		<b>545.00</b>		
<b>FYTD for LOR GEOTECHNICAL GROUP, INC.</b>		<b>60,480.80</b>		
<b>LOUCKS, CHRISTOPHER</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/14/2012	212697	747.34	CAR RENTL REIMB-IPTM DATA TRNG	747.34
<b>Vendor Total</b>		<b>747.34</b>		
<b>FYTD for LOUCKS, CHRISTOPHER</b>		<b>1,147.34</b>		
<b>LUMLEY, ROBERT C.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	885128	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LUMLEY, ROBERT C.</b>		<b>3,506.03</b>		
<b>LUTHERAN SOCIAL SERVICES OF SO. CALI F.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/21/2012	885247	1,187.50	CDBG SVCS-SHELTER PRGM	1,187.50
<b>Vendor Total</b>		<b>1,187.50</b>		
<b>FYTD for LUTHERAN SOCIAL SERVICES OF SO. CALI F.</b>		<b>16,937.50</b>		



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<b>MADRIGAL, ELENA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/14/2012	212698	20.00		
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for MADRIGAL, ELENA</b>		<b>20.00</b>		
<b>MAGANA, VICTOR</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/23/2012	212842	150.00		
			PER DIEM-SO CA GANG CONFERENCE	150.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for MAGANA, VICTOR</b>		<b>150.00</b>		
<b>MANJARREZ, JOSHUA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/23/2012	212843	150.00		
			PER DIEM-SO CA GANG CONFERENCE	150.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for MANJARREZ, JOSHUA</b>		<b>150.00</b>		
<b>MARCH FIELD AIR MUSEUM</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/7/2012	212605	45.00		
			5/6/12 MARCH ON BOB HOPE EVENT	45.00
5/14/2012	212699	45.00		
			5/6/12 MARCH ON BOB HOPE EVENT	45.00
<b>Vendor Total</b>		<b>90.00</b>		
<b>FYTD for MARCH FIELD AIR MUSEUM</b>		<b>90.00</b>		
<b>MARCH JOINT POWERS AUTHORITY</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/7/2012	212606	7.10		
			GAS METER CHARGES	5.80
			GAS METER CHARGES	1.30
<b>Vendor Total</b>		<b>7.10</b>		
<b>FYTD for MARCH JOINT POWERS AUTHORITY</b>		<b>72.55</b>		
<b>MARINA LANDSCAPE, INC</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
5/14/2012	885194	15,271.82		
			LANDSCAPE MAINT-DSG-2N	4,777.65
			LANDSCAPE MAINT-DSG-2S	4,480.83
			LANDSCAPE MAINT-DSG-2S	280.00
			LANDSCAPE MAINT-ZONE-E-1	4,943.58
			LANDSCAPE MAINT-ZONE E-1A	789.76
<b>Vendor Total</b>		<b>15,271.82</b>		
<b>FYTD for MARINA LANDSCAPE, INC</b>		<b>157,962.18</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MATHIS, NOLAN</b>				
			Remit to: <b>JACKSON</b>	<b>KY</b>
5/7/2012	885129	279.80	RETIREE MED MAR 12, PD MAY 12	279.80
<b>Vendor Total</b>		<b>279.80</b>		
<b>FYTD for MATHIS, NOLAN</b>		<b>3,159.40</b>		
<b>MATICH CORPORATION</b>				
			Remit to: <b>HIGHLAND</b>	<b>CA</b>
5/29/2012	885289	13,250.82	ASPHALTIC MATERIALS	13,250.82
<b>Vendor Total</b>		<b>13,250.82</b>		
<b>FYTD for MATICH CORPORATION</b>		<b>27,551.29</b>		
<b>MAXINOSKI, SUE A.</b>				
			Remit to: <b>AVINGER</b>	<b>TX</b>
5/7/2012	885130	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MAXINOSKI, SUE A.</b>		<b>3,506.03</b>		
<b>MCKINNEY, MICHAEL</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/21/2012	212783	20.00	REFUND-BASKTBL LG FORFT DEP.	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for MCKINNEY, MICHAEL</b>		<b>20.00</b>		
<b>MEEKS, DANIEL</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
5/21/2012	885248	120.00	SPORTS OFFICIATING SVCS	20.00
			SPORTS OFFICIATING SVCS	20.00
			SPORTS OFFICIATING SVCS	80.00
5/29/2012	885290	80.00	SPORTS OFFICIATING SVCS	40.00
			SPORTS OFFICIATING SVCS	40.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for MEEKS, DANIEL</b>		<b>3,440.00</b>		
<b>MENDENHALL, DALE W.</b>				
			Remit to: <b>HEMET</b>	<b>CA</b>
5/14/2012	212700	47.95	MILEAGE-ESRI ARGIS SERVER TRNG	47.95
<b>Vendor Total</b>		<b>47.95</b>		
<b>FYTD for MENDENHALL, DALE W.</b>		<b>90.13</b>		



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<b>MENDYK CHIROPRACTIC</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
5/29/2012	212894	1,000.00	SETTLEMENT AGREEMENT	1,000.00
<b>Vendor Total</b>		<b>1,000.00</b>		
<b>FYTD for MENDYK CHIROPRACTIC</b>		<b>1,000.00</b>		
<b>MENGISTU, YESHIALEM</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/14/2012	212701	128.21	MILEAGE REIMBURSEMENT	128.21
<b>Vendor Total</b>		<b>128.21</b>		
<b>FYTD for MENGISTU, YESHIALEM</b>		<b>1,422.73</b>		
<b>MERCHANTS LANDSCAPE SERVICES INC</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
5/29/2012	885291	4,140.00	LANDSCAPE MAINT-ZONE E-8	900.00
			LANDSCAPE MAINT-ZONE E-14	1,620.00
			LANDSCAPE REPLANTING-ZONE E-12	1,620.00
<b>Vendor Total</b>		<b>4,140.00</b>		
<b>FYTD for MERCHANTS LANDSCAPE SERVICES INC</b>		<b>47,083.76</b>		
<b>MESSIN, LOUIS</b>				
			Remit to: <b>BULLHEAD CITY</b>	<b>AZ</b>
5/7/2012	885131	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MESSIN, LOUIS</b>		<b>3,506.03</b>		
<b>METROPCS WIRELESS, INC.</b>				
			Remit to: <b>DALLAS</b>	<b>TX</b>
5/29/2012	212895	100.00	CELLPHONE TEXT RETRIEVAL	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for METROPCS WIRELESS, INC.</b>		<b>500.00</b>		
<b>MICHAEL BRANDMAND ASSOCIATES</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
5/14/2012	212702	4,234.53	MARCH BUSINESS CTR PEER REVIEW	724.53
			MARCH BUSINESS CTR PEER REVIEW	3,510.00
5/29/2012	212896	5,803.20	EIR 3RD PRY REVIEW-VOGEL WRHS	450.00
			EIR 3RD PRY REVIEW-VOGEL WRHS	5,128.20
			EIR PEER REVIEW-MARCH BUS CNTR	225.00
<b>Vendor Total</b>		<b>10,037.73</b>		
<b>FYTD for MICHAEL BRANDMAND ASSOCIATES</b>		<b>38,386.93</b>		



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<b>MILES, ROBERT</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	885132	225.99	RETIREE MED MAY '12	225.99
<b>Vendor Total</b>		<b>225.99</b>		
<b>FYTD for MILES, ROBERT</b>		<b>2,509.23</b>		
<b>MINARD, MARK E.</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
5/7/2012	885133	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MINARD, MARK E.</b>		<b>3,506.03</b>		
<b>MIRACLE RECREATION EQUIPMENT</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
5/14/2012	885195	6,928.61	PLAYGROUND EQUIPMT-PATRIOT PRK	570.06
			PLAYGROUND EQUIPMT-PATRIOT PRK	1,616.06
			PLAYGROUND EQUIPMT-PATRIOT PRK	2,770.54
			PLAYGROUND EQUIPMT-PATRIOT PRK	1,366.77
			PLAYGROUND EQUIPMT PARTS	605.18
<b>Vendor Total</b>		<b>6,928.61</b>		
<b>FYTD for MIRACLE RECREATION EQUIPMENT</b>		<b>257,794.98</b>		
<b>MIRAMONTES, FABIOLA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	212607	461.59	SETTLEMENT AGREEMENT	461.59
<b>Vendor Total</b>		<b>461.59</b>		
<b>FYTD for MIRAMONTES, FABIOLA</b>		<b>461.59</b>		
<b>MOLLICA, MIKE</b>				
			<u>Remit to:</u> <b>DUNNELLON</b> <b>FL</b>	
5/7/2012	885134	401.42	RETIREE MED MAY '12	401.42
<b>Vendor Total</b>		<b>401.42</b>		
<b>FYTD for MOLLICA, MIKE</b>		<b>4,415.62</b>		
<b>MONTGOMERY PLUMBING INC</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/14/2012	212703	275.00	PLUMBING REPAIRS-ANIMAL SVCS	150.00
			PLUMBING REPAIRS-ANIMAL SVCS	125.00
5/21/2012	212784	225.00	PLUMBING REPAIRS-PD	225.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for MONTGOMERY PLUMBING INC</b>		<b>19,914.90</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MORA, PATRICIA A.</b>				
5/7/2012	885135	318.73	Retiree Med May '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MORA, PATRICIA A.</b>		<b>3,506.03</b>		
<b>MORALES, KAREN R.</b>				
5/29/2012	212898	41.63	MILEAGE REIMBURSEMENT	41.63
<b>Vendor Total</b>		<b>41.63</b>		
<b>FYTD for MORALES, KAREN R.</b>		<b>41.63</b>		
<b>MORA'S EQUIPMENT &amp; CONSTRUCTION</b>				
5/29/2012	212897	19,506.69	RETENT RLS-CITYWD SIDEWLK/RAMP	14,191.80
			RETENT RLS-CITYWD SIDEWLK/RAMP	3,348.35
			RETENT RLS-CITYWD SIDEWLK/RAMP	1,966.54
<b>Vendor Total</b>		<b>19,506.69</b>		
<b>FYTD for MORA'S EQUIPMENT &amp; CONSTRUCTION</b>		<b>195,066.87</b>		
<b>MORENO VALLEY CHAMBER OF COMMERCE</b>				
5/7/2012	212608	165.00	WAKE-UP MEETING-4/25/12	15.00
			WAKE-UP MEETING-4/25/12	15.00
			WAKE-UP MEETING-4/25/12	15.00
			WAKE-UP MEETING-4/25/12	15.00
			WAKE-UP MEETING-4/25/12	15.00
			WAKE-UP MEETING-4/25/12	15.00
			WAKE-UP MEETING-4/25/12	15.00
			WAKE-UP MEETING-4/25/12	15.00
			WAKE-UP MEETING-4/25/12	15.00
			WAKE-UP MEETING-4/25/12	15.00
			WAKE-UP MEETING-4/25/12	15.00
<b>Vendor Total</b>		<b>165.00</b>		
<b>FYTD for MORENO VALLEY CHAMBER OF COMMERCE</b>		<b>23,170.00</b>		
<b>MORENO VALLEY CITY EMPLOYEES ASSOC.</b>				
5/4/2012	3072	1,398.50	MVCEA DUES 5/4/12	1,398.50
5/18/2012	3080	1,398.50	MVCEA DUES 5/18/12	1,398.50
<b>Vendor Total</b>		<b>2,797.00</b>		
<b>FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.</b>		<b>33,894.50</b>		



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<b>MORENO VALLEY GATEWAY, LLC</b>				
			<u>Remit to:</u> <b>SAN JUAN CAPISTRAN</b> <b>CA</b>	
5/21/2012	885249	17,142.59		
			LEASE-FACILITIES ANNEX	2,458.97
			LEASE-TECH SVCS ANNEX	5,475.90
			BUILDING RENTAL/MAINT-MVU/SDA	9,207.72
<b>Vendor Total</b>		<b>17,142.59</b>		
<b>FYTD for MORENO VALLEY GATEWAY, LLC</b>		<b>188,568.49</b>		
<b>MORENO VALLEY HISPANIC CHAMBER</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/21/2012	212785	550.00		
			REFUND-RENTAL DEPOSIT-MSU	100.00
			REFUND-PARTIAL PERMIT FEES	450.00
<b>Vendor Total</b>		<b>550.00</b>		
<b>FYTD for MORENO VALLEY HISPANIC CHAMBER</b>		<b>1,050.00</b>		
<b>MORENO VALLEY HISPANIC CHAMBER OF COMMER</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/14/2012	212704	70.00		
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
<b>Vendor Total</b>		<b>70.00</b>		
<b>FYTD for MORENO VALLEY HISPANIC CHAMBER OF COMMER</b>		<b>4,030.00</b>		
<b>MORENO VALLEY UNIFIED SCHOOL DISTRICT</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	212609	500.00		
			DONATN-MVUSD HONOR BND-JUL 4TH	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT</b>		<b>3,810.00</b>		
<b>MORENO VALLEY UTILITY</b>				
			<u>Remit to:</u> <b>HEMET</b> <b>CA</b>	
5/14/2012	212705	85.75		
			ELECTRICITY-UTILITY FLD OFFICE	85.75
5/29/2012	212899	94.18		
			ELECTRICITY-UTILITY FLD OFFICE	94.18
<b>Vendor Total</b>		<b>179.93</b>		
<b>FYTD for MORENO VALLEY UTILITY</b>		<b>691,616.65</b>		



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<b>MORENO, MARIO</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/14/2012	212706	150.00	PER DIEM-SO CA GANG CONFERENCE	150.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for MORENO, MARIO</b>		<b>515.00</b>		
<b>MORGAN, LISA A.</b>				
			<u>Remit to:</u> <b>MENTONE</b> <b>CA</b>	
5/7/2012	885136	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MORGAN, LISA A.</b>		<b>3,506.03</b>		
<b>MOSQUEDA, CARMEL/JOSEPH</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/21/2012	212787	128.00	REFUND-PARKING CITATION OVRPYT	128.00
<b>Vendor Total</b>		<b>128.00</b>		
<b>FYTD for MOSQUEDA, CARMEL/JOSEPH</b>		<b>128.00</b>		
<b>MR. CLEAN, INC.</b>				
			<u>Remit to:</u> <b>COLTON</b> <b>CA</b>	
5/21/2012	212788	428.00	PRESSURE WASH SVCS-CRC	428.00
<b>Vendor Total</b>		<b>428.00</b>		
<b>FYTD for MR. CLEAN, INC.</b>		<b>1,712.00</b>		
<b>MUNIZ CERVANTES, RUBEN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/21/2012	212789	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for MUNIZ CERVANTES, RUBEN</b>		<b>20.00</b>		
<b>MURPHY, ERIN</b>				
			<u>Remit to:</u> <b>SUN CITY</b> <b>CA</b>	
5/21/2012	212790	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for MURPHY, ERIN</b>		<b>75.00</b>		
<b>MUSICSTAR</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/21/2012	212791	629.40	INSTRUCTOR SVCS-GUITAR	216.00
			INSTRUCTOR SVCS-GUITAR	216.00
			INSTRUCTOR SVCS-PIANO	197.40
<b>Vendor Total</b>		<b>629.40</b>		
<b>FYTD for MUSICSTAR</b>		<b>4,957.80</b>		





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<b>MV BFSA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
5/21/2012	212792	500.00	REFUND-RENTAL DEPOSIT-CRC	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for MV BFSA</b>		<b>500.00</b>		
<b>NATIONWIDE RETIREMENT SOLUTIONS</b>				
			<u>Remit to:</u> <b>COLUMBUS OH</b>	
5/4/2012	3070	2,270.32	PST DEF COMP FOR FICA 5/4/12	2,270.32
5/18/2012	3078	2,366.00	PST DEF COMP FOR FICA 5/18/12	2,366.00
<b>Vendor Total</b>		<b>4,636.32</b>		
<b>FYTD for NATIONWIDE RETIREMENT SOLUTIONS</b>		<b>685,461.46</b>		
<b>NAVARRETTE, RALPH</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA CA</b>	
5/7/2012	885137	225.99	RETIREE MED MAY '12	225.99
<b>Vendor Total</b>		<b>225.99</b>		
<b>FYTD for NAVARRETTE, RALPH</b>		<b>2,686.93</b>		
<b>NAVCO NETWORKS &amp; SECURITY</b>				
			<u>Remit to:</u> <b>ANAHEIM CA</b>	
5/21/2012	885250	802.92	CAMERA SYSTEM REPAIRS-PD	315.00
			CAMERA SYSTEM REPAIRS-PD	487.92
<b>Vendor Total</b>		<b>802.92</b>		
<b>FYTD for NAVCO NETWORKS &amp; SECURITY</b>		<b>1,842.76</b>		
<b>NCBW-IEC</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
5/21/2012	212793	100.00	REFUND-RENTAL DEPOSIT-CRC	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for NCBW-IEC</b>		<b>100.00</b>		
<b>NEIFERT, MARY</b>				
			<u>Remit to:</u> <b>WEST LAKE VILLAGE CA</b>	
5/14/2012	212707	95.00	REFUND-RABIES & S/N DEPOSIT	20.00
			REFUND-RABIES & S/N DEPOSIT	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for NEIFERT, MARY</b>		<b>95.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>NELSON, ROBERT</b>				
5/7/2012	885138	320.43	Remit to: <b>ONTARIO</b> <b>CA</b> RETIREE MED MAY '12	320.43
<b>Vendor Total</b>		<b>320.43</b>		
<b>FYTD for NELSON, ROBERT</b>		<b>3,556.11</b>		
<b>NELSON, RUTH L.</b>				
5/7/2012	885139	318.73	Remit to: <b>PERRIS</b> <b>CA</b> RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for NELSON, RUTH L.</b>		<b>3,506.03</b>		
<b>NEUSTAEDTER, CRAIG S</b>				
5/7/2012	212610	318.73	Remit to: <b>IRVINE</b> <b>CA</b> RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for NEUSTAEDTER, CRAIG S</b>		<b>3,506.03</b>		
<b>NEVAREZ, CLAUDIA</b>				
5/21/2012	212794	79.00	Remit to: <b>MORENO VALLEY</b> <b>CA</b> REFUND-CLASS REGIS FEE	79.00
<b>Vendor Total</b>		<b>79.00</b>		
<b>FYTD for NEVAREZ, CLAUDIA</b>		<b>79.00</b>		
<b>NEW HORIZON MOBILE HOME PARK</b>				
5/14/2012	885196	17.72	Remit to: <b>LOS ANGELES</b> <b>CA</b> REFUND-UUT FOR EXEMPT RESIDNTS	17.72
<b>Vendor Total</b>		<b>17.72</b>		
<b>FYTD for NEW HORIZON MOBILE HOME PARK</b>		<b>126.26</b>		
<b>NEW WORLD SYSTEMS, CORP</b>				
5/14/2012	885197	2,563.31	Remit to: <b>TROY</b> <b>MI</b> FM, HR/PY EST. TRAVEL EXPENSES	600.00
			FM, HR/PY EST. TRAVEL EXPENSES	1,963.31
<b>Vendor Total</b>		<b>2,563.31</b>		
<b>FYTD for NEW WORLD SYSTEMS, CORP</b>		<b>478,646.23</b>		
<b>NIEBURGER, JUDITH A.</b>				
5/7/2012	212611	401.42	Remit to: <b>MORENO VALLEY</b> <b>CA</b> RETIREE MED MAY '12	401.42
<b>Vendor Total</b>		<b>401.42</b>		
<b>FYTD for NIEBURGER, JUDITH A.</b>		<b>4,415.62</b>		



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<b>NIELSEN SEGMENTATION &amp; LOCAL MARKET SOL</b>				
			<u>Remit to:</u> <b>CHARLOTTE</b> <b>NC</b>	
5/14/2012	212655	500.00	RIVERSIDE CTY CENSUS TRCT INFO	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for NIELSEN SEGMENTATION &amp; LOCAL MARKET SOL</b>		<b>500.00</b>		
<b>ODOM, YVONNE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/21/2012	212795	200.00	REFUND-RENTAL DEPOSIT-TWNGTE	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for ODOM, YVONNE</b>		<b>200.00</b>		
<b>OPERATION SAFEHOUSE, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/21/2012	212796	1,259.74	CDBG SVCS-SHELTER PRGM	512.66
			CDBG SVCS-SHELTER PRGM	747.08
<b>Vendor Total</b>		<b>1,259.74</b>		
<b>FYTD for OPERATION SAFEHOUSE, INC.</b>		<b>7,600.00</b>		
<b>ORROCK, POPKA, FORTINO &amp; BRISLIN</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/7/2012	885140	3,181.20	LEGAL SVCS	1,561.35
			LEGAL SVCS	1,619.85
5/29/2012	885293	722.00	LEGAL SVCS	165.86
			LEGAL SVCS	446.14
			LEGAL SVCS	110.00
<b>Vendor Total</b>		<b>3,903.20</b>		
<b>FYTD for ORROCK, POPKA, FORTINO &amp; BRISLIN</b>		<b>21,612.14</b>		
<b>ORTEGA, JUAN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/21/2012	212797	57.50	REFUND-PARKING CITATION OVRPYT	57.50
<b>Vendor Total</b>		<b>57.50</b>		
<b>FYTD for ORTEGA, JUAN</b>		<b>57.50</b>		
<b>ORTEGA, MARC</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/14/2012	212709	50.53	REISSUE UNCLAIMD CK-MVU RFND	52.53
			REISSUE UNCLAIMD CK-MVU RFND	-2.00
<b>Vendor Total</b>		<b>50.53</b>		
<b>FYTD for ORTEGA, MARC</b>		<b>50.53</b>		



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<b>OVERLAND PACIFIC &amp; CUTLER, INC.</b>				
			<u>Remit to:</u> <b>LONG BEACH</b> <b>CA</b>	
5/7/2012	885141	6,143.75		
			RELOCATION SVCS-MYERS AVE PROJ	593.75
			RELOCATION SVCS-MYERS AVE PROJ	5,550.00
	<b>Vendor Total</b>	<b>6,143.75</b>		
<b>FYTD for OVERLAND PACIFIC &amp; CUTLER, INC.</b>		<b>142,876.25</b>		
<b>PACIFIC GREEN HORTICULTURAL SVC</b>				
			<u>Remit to:</u> <b>UPLAND</b> <b>CA</b>	
5/14/2012	885198	226.91		
			BEE CONTROL SVCS	125.00
			TURF FERTILIZATION-ZONE E-7	84.46
			TURF FERTILIZATION-ZONE E-14	17.45
	<b>Vendor Total</b>	<b>226.91</b>		
<b>FYTD for PACIFIC GREEN HORTICULTURAL SVC</b>		<b>5,289.71</b>		
<b>PACIFIC PRODUCTS &amp; SERVICES, INC</b>				
			<u>Remit to:</u> <b>HIGHLAND</b> <b>CA</b>	
5/29/2012	212900	8,440.60		
			SIGN POST/ANCHOR/SLEEVES	3,232.50
			SIGN POST/ANCHOR/SLEEVES	5,000.00
			SIGN POST/ANCHOR/SLEEVES	208.10
	<b>Vendor Total</b>	<b>8,440.60</b>		
<b>FYTD for PACIFIC PRODUCTS &amp; SERVICES, INC</b>		<b>8,440.60</b>		
<b>PACIFIC SAFETY COUNCIL</b>				
			<u>Remit to:</u> <b>SAN DIEGO</b> <b>CA</b>	
5/14/2012	885199	380.00		
			SAFETY TRAINING/CONSULTING	380.00
	<b>Vendor Total</b>	<b>380.00</b>		
<b>FYTD for PACIFIC SAFETY COUNCIL</b>		<b>2,051.10</b>		
<b>PACIFIC TELEMAGEMENT SERVICES</b>				
			<u>Remit to:</u> <b>SAN RAMON</b> <b>CA</b>	
5/21/2012	885251	375.84		
			PAYPHONE SVCS-PSB	62.64
			PAYPHONE SVCS-TECH SVCS	313.20
	<b>Vendor Total</b>	<b>375.84</b>		
<b>FYTD for PACIFIC TELEMAGEMENT SERVICES</b>		<b>4,171.82</b>		
<b>PAINTING BY ZEB BODE</b>				
			<u>Remit to:</u> <b>NORCO</b> <b>CA</b>	
5/14/2012	885200	5,000.00		
			PAINT EXTERIOR-TOWNGATE CNTR	5,000.00
5/29/2012	885294	1,230.00		
			EXTERIOR PAINTING-CELEBRATION	620.00
			EXTERIOR PAINTING-VISTA LOMA	610.00
	<b>Vendor Total</b>	<b>6,230.00</b>		
<b>FYTD for PAINTING BY ZEB BODE</b>		<b>20,480.00</b>		



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<b>PALACIO, ASHLEY</b>				
5/21/2012	212798	200.00	Remit to: <b>MORENO VALLEY CA</b> REFUND-RENTAL DEPOSIT-TWNGTE	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for PALACIO, ASHLEY</b>		<b>200.00</b>		
<b>PATTERSON, ALFREY</b>				
5/7/2012	212612	225.99	Remit to: <b>MORENO VALLEY CA</b> RETIREE MED MAY '12	225.99
<b>Vendor Total</b>		<b>225.99</b>		
<b>FYTD for PATTERSON, ALFREY</b>		<b>2,509.23</b>		
<b>PAULEY, JOAN</b>				
5/21/2012	212799	77.00	Remit to: <b>MORENO VALLEY CA</b> REFUND-PARKS CANCELLED CLASS	77.00
<b>Vendor Total</b>		<b>77.00</b>		
<b>FYTD for PAULEY, JOAN</b>		<b>77.00</b>		
<b>PEREZ, ELIAS</b>				
5/21/2012	212800	750.00	Remit to: <b>MORENO VALLEY CA</b> REFUND-RENTAL DEPOSIT-CRC	750.00
<b>Vendor Total</b>		<b>750.00</b>		
<b>FYTD for PEREZ, ELIAS</b>		<b>750.00</b>		
<b>PERMA</b>				
5/7/2012	885142	232.65	Remit to: <b>PALM DESERT CA</b> FINAL AUDIT INVOICE	232.65
<b>Vendor Total</b>		<b>232.65</b>		
<b>FYTD for PERMA</b>		<b>403,937.79</b>		
<b>PERRY, NORMA</b>				
5/7/2012	212613	318.73	Remit to: <b>PIONEER CA</b> RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PERRY, NORMA</b>		<b>3,506.03</b>		
<b>PERS LONG TERM CARE PROGRAM</b>				
5/7/2012	212614	458.63	Remit to: <b>PASADENA CA</b> LONG TERM CARE INSURANCE	458.63
5/21/2012	212801	458.63	LONG TERM CARE INSURANCE	458.63
<b>Vendor Total</b>		<b>917.26</b>		
<b>FYTD for PERS LONG TERM CARE PROGRAM</b>		<b>11,007.12</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>POIEMA LANDSCAPE, INC.</b>				
			<u>Remit to:</u> <b>COLTON</b>	<b>CA</b>
5/14/2012	885201	3,296.01		
			LANDSCAPE MAINT-ZONE E-12	2,131.00
			LANDSCAPE MAINT-ZONE S	1,165.01
<b>Vendor Total</b>		<b>3,296.01</b>		
<b>FYTD for POIEMA LANDSCAPE, INC.</b>		<b>38,934.25</b>		
<b>PRICE, GEORGE E.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	885143	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PRICE, GEORGE E.</b>		<b>3,506.03</b>		
<b>PROFESSIONAL COMMUNICATIONS NETWORK PCN</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
5/21/2012	212802	484.35		
			LIVE ANSWERING SVC	484.35
<b>Vendor Total</b>		<b>484.35</b>		
<b>FYTD for PROFESSIONAL COMMUNICATIONS NETWORK PCN</b>		<b>4,850.85</b>		
<b>PSOMAS</b>				
			<u>Remit to:</u> <b>SANTA ANA</b>	<b>CA</b>
5/7/2012	212615	2,899.06		
			STREET IMPRVMENTS-NASON/CACTUS	2,899.06
5/21/2012	212803	3,185.00		
			IRONWOOD AVE IMPRVMENTS PROJ	3,185.00
<b>Vendor Total</b>		<b>6,084.06</b>		
<b>FYTD for PSOMAS</b>		<b>156,896.56</b>		
<b>PULLIAM, TRENT D.</b>				
			<u>Remit to:</u> <b>MISSION VIEJO</b>	<b>CA</b>
5/7/2012	885144	318.73		
			RETIREE MED MAY '12	318.73
5/29/2012	885295	1,900.00		
			RELEASE OF ALL CLAIMS	1,900.00
<b>Vendor Total</b>		<b>2,218.73</b>		
<b>FYTD for PULLIAM, TRENT D.</b>		<b>5,406.03</b>		
<b>PVP COMMUNICATIONS, INC.</b>				
			<u>Remit to:</u> <b>TORRANCE</b>	<b>CA</b>
5/14/2012	212710	85.66		
			TRUNK HINGES & CABLES REPLCMNT	85.66
5/21/2012	212804	95.00		
			REPAIR SVCS-MOTOR 2-PD	95.00
<b>Vendor Total</b>		<b>180.66</b>		
<b>FYTD for PVP COMMUNICATIONS, INC.</b>		<b>4,132.76</b>		



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<b>PW ENHANCEMENT CENTER</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/16/2012	885224	12,317.00	RNTL ASSISTANCE SVCS	12,317.00
5/21/2012	885252	1,063.00	RNTL ASSISTANCE SVCS	1,063.00
<b>Vendor Total</b>		<b>13,380.00</b>		
<b>FYTD for PW ENHANCEMENT CENTER</b>		<b>32,711.08</b>		
<b>PYRO SPECTACULARS, INC.</b>				
			<u>Remit to:</u> <b>RIALTO</b> <b>CA</b>	
5/7/2012	212616	15,000.00	FIREWORKS DISPLAY-50% DEPOSIT	15,000.00
<b>Vendor Total</b>		<b>15,000.00</b>		
<b>FYTD for PYRO SPECTACULARS, INC.</b>		<b>15,000.00</b>		
<b>QUALITY ASSURANCE INSPECTIONS</b>				
			<u>Remit to:</u> <b>IRVINE</b> <b>CA</b>	
5/14/2012	212711	99.57	REFUND-BUS LIC OVERPAYMENT	99.57
<b>Vendor Total</b>		<b>99.57</b>		
<b>FYTD for QUALITY ASSURANCE INSPECTIONS</b>		<b>99.57</b>		
<b>R &amp; S OVERHEAD DOORS, INC.</b>				
			<u>Remit to:</u> <b>FONTANA</b> <b>CA</b>	
5/21/2012	885253	390.00	ROLL-UP DOOR REPAIR-FIRE ST 91	390.00
<b>Vendor Total</b>		<b>390.00</b>		
<b>FYTD for R &amp; S OVERHEAD DOORS, INC.</b>		<b>11,442.82</b>		
<b>RALLY MANAGEMENT SERVICES, LLC</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA</b> <b>CA</b>	
5/14/2012	885202	2,157.84	TEMP STAFFING SVCS-R HENDERSON	719.28
			TEMP STAFFING SVCS-R HENDERSON	719.28
			TEMP STAFFING SVCS-R HENDERSON	719.28
5/29/2012	885296	719.28	TEMP STAFFING SVCS-R HENDERSON	719.28
<b>Vendor Total</b>		<b>2,877.12</b>		
<b>FYTD for RALLY MANAGEMENT SERVICES, LLC</b>		<b>14,830.83</b>		



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<b>RAMOS, ROBERTO</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	212617	567.00		
			INSTRUCTOR SVCS-KINDER KARATE	168.00
			INSTRUCTOR SVCS-KINDER KARATE	210.00
			INSTRUCTOR SVCS-BODY & MIND	27.00
			INSTRUCTOR SVCS-TAE KWON DO	162.00
5/29/2012	212901	783.10		
			INSTRUCTOR SVCS-KINDER KARATE	300.60
			INSTRUCTOR SVCS-KINDER KARATE	294.00
			INSTRUCTOR SVCS-BODY & MIND	31.50
			INSTRUCTOR SVCS-SING/THEATER	49.00
			INSTRUCTOR SVCS-TAE KWON DO	108.00
<b>Vendor Total</b>		<b>1,350.10</b>		
<b>FYTD for RAMOS, ROBERTO</b>		<b>4,847.50</b>		
<b>RAY-RAMIREZ, DARCY L.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/7/2012	212618	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for RAY-RAMIREZ, DARCY L.</b>		<b>3,506.03</b>		
<b>RBF CONSULTING, INC.</b>				
			<u>Remit to:</u> <b>IRVINE</b> <b>CA</b>	
5/29/2012	212929	6,665.13		
			CACTUS AVE/NASON ST. IMPRVMENTS	4,249.26
			CACTUS AVE/NASON ST. IMPRVMENTS	2,415.87
<b>Vendor Total</b>		<b>6,665.13</b>		
<b>FYTD for RBF CONSULTING, INC.</b>		<b>18,514.22</b>		
<b>RICK ENGINEERING COMPANY</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/7/2012	885145	450.00		
			STREET IMPRVMENT PRGM SVCS	450.00
5/21/2012	885254	937.50		
			INDIAN ST. BICYCLE LANES PROJ.	937.50
5/29/2012	885298	225.00		
			RIGHT OF WAY SVC-JFK@LA BRISIS	225.00
<b>Vendor Total</b>		<b>1,612.50</b>		
<b>FYTD for RICK ENGINEERING COMPANY</b>		<b>62,827.10</b>		
<b>RIGHTWAY SITE SERVICES, INC.</b>				
			<u>Remit to:</u> <b>LAKE ELSINORE</b> <b>CA</b>	
5/14/2012	212712	470.71		
			PORTABLE RESTROOM-GOLF COURSE	72.28
			PORTABLE RESTROOMS-EQUEST. CTR	308.88
			PORTABLE TOILET/SVC-CITY YARD	89.55
<b>Vendor Total</b>		<b>470.71</b>		
<b>FYTD for RIGHTWAY SITE SERVICES, INC.</b>		<b>6,738.71</b>		





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<b>RIVERA, STEVE</b>				
			Remit to: <b>SAN DIEGO</b>	<b>CA</b>
5/21/2012	212805	97.55		
			REFUND-DEPOSIT FOR DEV RECORDS	97.55
<b>Vendor Total</b>		<b>97.55</b>		
<b>FYTD for RIVERA, STEVE</b>		<b>97.55</b>		
<b>RIVERSIDE AREA RAPE CRISIS CENTER</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/21/2012	212806	612.61		
			CDBG SVCS-CHLD ABUSE PREV PRGM	612.61
<b>Vendor Total</b>		<b>612.61</b>		
<b>FYTD for RIVERSIDE AREA RAPE CRISIS CENTER</b>		<b>9,265.39</b>		
<b>RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/14/2012	212713	100.00		
			FRA-RABIES TESTS	50.00
			FRA-RABIES TESTS	50.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH</b>		<b>550.00</b>		
<b>RIVERSIDE COUNTY SHERIFF BEN CLARK</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/7/2012	212620	916.00		
			REG.-RECONSTR TRAF. COLL INV.	458.00
			REG.-RECONSTR TRAF. COLL INV.	458.00
5/21/2012	212807	1,376.00		
			REG.-INTRVW & INTERROG. ADVNCD	361.00
			REG.-INTRVW & INTERROG. ADVNCD	361.00
			REG.-INTRVW & INTERROG. ADVNCD	361.00
			REG.-BASIC CRIMINAL INVESTIG.	179.00
			REG.-CRISIS INTERVENTION TRNG	114.00
<b>Vendor Total</b>		<b>2,292.00</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK</b>		<b>12,511.00</b>		
<b>RIVERSIDE COUNTY SHERIFF COURT SERVICES</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/7/2012	212653	675.25		
			GARNISHMENT	141.32
			GARNISHMENT	16.32
			GARNISHMENT	517.61
5/21/2012	212808	966.68		
			GARNISHMENT	966.68
<b>Vendor Total</b>		<b>1,641.93</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES</b>		<b>17,613.45</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RIVERSIDE COUNTY SHERIFF MV</b>				
5/14/2012	212714	15,300.00	Remit to: <b>MORENO VALLEY CA</b> RCRMC SX ASSAULT EXAMS REIMB	15,300.00
<b>Vendor Total</b>		<b>15,300.00</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF MV</b>		<b>319,610.32</b>		
<b>RIVERSIDE RUBBER STAMP &amp; ENGRAVING</b>				
5/29/2012	885299	20.50	Remit to: <b>RIVERSIDE CA</b> SELF-INKING GREEN STAMP SHIPPING CHARGE CALIF SALES TAX	13.46 6.00 1.04
<b>Vendor Total</b>		<b>20.50</b>		
<b>FYTD for RIVERSIDE RUBBER STAMP &amp; ENGRAVING</b>		<b>233.81</b>		
<b>ROGERS, EUGENE</b>				
5/7/2012	885147	318.73	Remit to: <b>PEBBLE BEACH CA</b> RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ROGERS, EUGENE</b>		<b>3,506.03</b>		
<b>ROKASKY, GLADYS</b>				
5/21/2012	212810	407.50	Remit to: <b>MORENO VALLEY CA</b> REFUND-CITATION DISMISSED	407.50
<b>Vendor Total</b>		<b>407.50</b>		
<b>FYTD for ROKASKY, GLADYS</b>		<b>407.50</b>		
<b>ROMERO, TANYA</b>				
5/7/2012	212622	37.00	Remit to: <b>MORENO VALLEY CA</b> REFUND-PARK RESERV. RAINED OUT	37.00
<b>Vendor Total</b>		<b>37.00</b>		
<b>FYTD for ROMERO, TANYA</b>		<b>37.00</b>		
<b>ROSS, DAVID T.</b>				
5/7/2012	885148	318.73	Remit to: <b>MORENO VALLEY CA</b> RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ROSS, DAVID T.</b>		<b>3,506.03</b>		
<b>ROSSON, LOUIS A.</b>				
5/7/2012	885149	262.31	Remit to: <b>PERRIS CA</b> RETIREE MED MAY '12 RETIREE MED MAY '12	165.81 96.50
<b>Vendor Total</b>		<b>262.31</b>		
<b>FYTD for ROSSON, LOUIS A.</b>		<b>2,936.35</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ROTO-ROOTER PLUMBERS</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA CA</b>	
5/14/2012	885203	1,206.94		
			PLUMBING REPAIRS-EL POTRERO PK	205.00
			PLUMBING REPAIRS-EL POTRERO PK	850.00
			PLUMBING REPAIRS-EL POTRERO PK	151.94
<b>Vendor Total</b>		<b>1,206.94</b>		
<b>FYTD for ROTO-ROOTER PLUMBERS</b>		<b>2,243.44</b>		
<b>RUSSO, JOHN</b>				
			<u>Remit to:</u> <b>RANCHO MIRAGE CA</b>	
5/7/2012	885150	225.99		
			RETIREE MED MAY '12	225.99
<b>Vendor Total</b>		<b>225.99</b>		
<b>FYTD for RUSSO, JOHN</b>		<b>2,509.23</b>		
<b>RUTH HERNANDEZ AS TRUSTEE FOR BRENDA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
5/29/2012	212902	483.34		
			SETTLEMENT AGREEMENT	483.34
<b>Vendor Total</b>		<b>483.34</b>		
<b>FYTD for RUTH HERNANDEZ AS TRUSTEE FOR BRENDA</b>		<b>483.34</b>		
<b>RUTH HERNANDEZ AS TRUSTEE FOR EDGAR</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
5/29/2012	212903	1,498.77		
			SETTLEMENT AGREEMENT	1,498.77
<b>Vendor Total</b>		<b>1,498.77</b>		
<b>FYTD for RUTH HERNANDEZ AS TRUSTEE FOR EDGAR</b>		<b>1,498.77</b>		
<b>SA ASSOCIATES</b>				
			<u>Remit to:</u> <b>ARCADIA CA</b>	
5/7/2012	885151	8,175.00		
			PROF CONSULTANT STAFFING SVCS	8,175.00
<b>Vendor Total</b>		<b>8,175.00</b>		
<b>FYTD for SA ASSOCIATES</b>		<b>91,275.00</b>		
<b>SAFEWAY SIGN CO.</b>				
			<u>Remit to:</u> <b>ADELANTO CA</b>	
5/14/2012	885204	1,493.95		
			TRAFFIC SIGNS/HARDWARE	1,493.95
5/21/2012	885256	268.30		
			TRAFFIC SIGNS/HARDWARE	268.30
<b>Vendor Total</b>		<b>1,762.25</b>		
<b>FYTD for SAFEWAY SIGN CO.</b>		<b>50,521.64</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SALSBURY INDUSTRIES</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
5/21/2012	212811	6,606.60		
			LOCKERS	8,800.00
			CREDIT-30% DISCOUNT	-2,640.00
			CA SALES TAX	446.60
	<b>Vendor Total</b>	<b>6,606.60</b>		
<b>FYTD for SALSBURY INDUSTRIES</b>		<b>6,606.60</b>		
<b>SANDOVAL, RAFAEL M.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/21/2012	212812	109.00		
			REFUND-CITATION/TAX INTERCEPT	109.00
	<b>Vendor Total</b>	<b>109.00</b>		
<b>FYTD for SANDOVAL, RAFAEL M.</b>		<b>109.00</b>		
<b>SARNOFF, A VERITEXT COMPANY</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
5/14/2012	212715	1,301.40		
			LEGAL SVCS-M. ESCOBAR V. MV	720.50
			LEGAL SVCS-M. ESCOBAR V. MV	580.90
	<b>Vendor Total</b>	<b>1,301.40</b>		
<b>FYTD for SARNOFF, A VERITEXT COMPANY</b>		<b>1,806.52</b>		
<b>SAT/HUMAN RESOURCES</b>				
			Remit to: <b>CARSON</b>	<b>CA</b>
5/14/2012	885205	591.16		
			INTERACTIVE MTG SVCS & REPORT	591.16
	<b>Vendor Total</b>	<b>591.16</b>		
<b>FYTD for SAT/HUMAN RESOURCES</b>		<b>591.16</b>		
<b>SCHIEFELBEIN, LORI C.</b>				
			Remit to: <b>BULLHEAD CITY</b>	<b>AZ</b>
5/14/2012	212716	1,045.00		
			CONSULTANT SVCS-ROT. TOW PRGM	952.55
			CONSULTANT SVCS-ROT. TOW PRGM	92.45
	<b>Vendor Total</b>	<b>1,045.00</b>		
<b>FYTD for SCHIEFELBEIN, LORI C.</b>		<b>12,323.56</b>		
<b>SCHUMAN, MICHAEL</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/7/2012	885152	318.73		
			RETIREE MED MAY '12	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for SCHUMAN, MICHAEL</b>		<b>1,593.65</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SCHWITALLA, JOE/REMY</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/21/2012	212813	20.00		
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for SCHWITALLA, JOE/REMY</b>		<b>20.00</b>		
<b>SCMAF-INLAND VALLEYS</b>				
			Remit to: <b>CHINO HILLS</b>	<b>CA</b>
5/7/2012	212623	525.00		
			YTH BSKTBLL ENTRY FEES, DIV. A	175.00
			YTH BSKTBLL ENTRY FEES, DIV. B	175.00
			YTH BSKTBLL ENTRY FEES, DIV. C	175.00
<b>Vendor Total</b>		<b>525.00</b>		
<b>FYTD for SCMAF-INLAND VALLEYS</b>		<b>525.00</b>		
<b>SEARS #0009953</b>				
			Remit to: <b>DALLAS</b>	<b>TX</b>
5/14/2012	212717	57.74		
			REFUND-FALSE ALARM OVRPYMT	57.74
<b>Vendor Total</b>		<b>57.74</b>		
<b>FYTD for SEARS #0009953</b>		<b>57.74</b>		
<b>SECTRAN SECURITY, INC</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
5/21/2012	212814	477.00		
			ARMORED TRANSPORT SVCS-UTILITY	159.00
			ARMORED TRANSPORT SVCS-PARKS	159.00
			ARMORED TRANSPORT SVCS-CASHIER	159.00
<b>Vendor Total</b>		<b>477.00</b>		
<b>FYTD for SECTRAN SECURITY, INC</b>		<b>5,724.00</b>		
<b>SECURITY &amp; COMMUNICATIONS CONSULTING SVC</b>				
			Remit to: <b>CLOVIS</b>	<b>CA</b>
5/29/2012	885300	5,143.20		
			SVCS-CITYWIDE CAMERA SURV. SYS	3,808.80
			SVCS-CITYWIDE CAMERA SURV. SYS	1,334.40
<b>Vendor Total</b>		<b>5,143.20</b>		
<b>FYTD for SECURITY &amp; COMMUNICATIONS CONSULTING SVC</b>		<b>19,152.70</b>		
<b>SECURITY LOCK &amp; KEY</b>				
			Remit to: <b>YUCAIPA</b>	<b>CA</b>
5/14/2012	885206	127.50		
			LOCK REPAIR-LIBRARY	17.50
			LOCK REPAIR-LIBRARY	40.00
			CHANGE OF SAFE COMBINATION	70.00
5/21/2012	885257	158.88		
			LOCKS/SVC-25328 FILAREE ABTMNT	158.88
<b>Vendor Total</b>		<b>286.38</b>		
<b>FYTD for SECURITY LOCK &amp; KEY</b>		<b>6,509.12</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SHARRETT, SHARON K.</b>				
			<u>Remit to:</u> <b>ONTARIO</b> <b>CA</b>	
5/7/2012	212624	165.81	RETIREE MED MAY '12	165.81
<b>Vendor Total</b>		<b>165.81</b>		
<b>FYTD for SHARRETT, SHARON K.</b>		<b>1,874.85</b>		
<b>SHELDON, STUART H.</b>				
			<u>Remit to:</u> <b>MURRIETA</b> <b>CA</b>	
5/7/2012	212625	318.73	RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for SHELDON, STUART H.</b>		<b>3,506.03</b>		
<b>SHELL OIL CO.</b>				
			<u>Remit to:</u> <b>COLUMBUS</b> <b>OH</b>	
5/14/2012	212718	70.00	FUEL PURCHASE-TECH. SVCS	70.00
5/29/2012	212904	62.83	FUEL PURCHASES-PD SET	62.83
5/29/2012	212905	2,102.08	FUEL PURCHASES-PD MTRCYCLES	2,102.08
5/29/2012	212906	23.48	FUEL PURCHASE-MAINT & OPS	23.48
<b>Vendor Total</b>		<b>2,258.39</b>		
<b>FYTD for SHELL OIL CO.</b>		<b>23,180.01</b>		
<b>SINGER &amp; COFFIN, APC</b>				
			<u>Remit to:</u> <b>IRVINE</b> <b>CA</b>	
5/29/2012	885301	3,699.00	LEGAL SVCS	221.50
			LEGAL SVCS	3,477.50
<b>Vendor Total</b>		<b>3,699.00</b>		
<b>FYTD for SINGER &amp; COFFIN, APC</b>		<b>24,625.70</b>		
<b>SKY PUBLISHING</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	212626	857.00	AD FOR FORECLOSURE PRV SEMINAR	857.00
5/14/2012	212719	4,650.00	1/2 PG AD-BOTTLE/CAN RECYCLING	840.00
			1/2 PG AD-OIL RECYCLING	840.00
			FULL PG AD-EARTH DAY	1,485.00
			FULL PG AD-USED OIL EVENT	1,485.00
<b>Vendor Total</b>		<b>5,507.00</b>		
<b>FYTD for SKY PUBLISHING</b>		<b>57,923.50</b>		



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 For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SKY TRAILS MOBILE VILLAGE</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b> <b>CA</b>	
5/14/2012	885208	63.66		
			REFUND-EXEMPT UTIL. USER TAXES	63.66
	<b>Vendor Total</b>	<b>63.66</b>		
<b>FYTD for SKY TRAILS MOBILE VILLAGE</b>		<b>689.08</b>		
<b>SMITH, KOZUE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/21/2012	212815	112.00		
			REFUND-ENGLISH CLASS CANCELLED	112.00
	<b>Vendor Total</b>	<b>112.00</b>		
<b>FYTD for SMITH, KOZUE</b>		<b>112.00</b>		
<b>SMITH, MARIA A.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	885153	318.73		
			RETIREE MED MAY '12	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for SMITH, MARIA A.</b>		<b>3,506.03</b>		
<b>SOCO GROUP, INC</b>				
			<u>Remit to:</u> <b>PERRIS</b> <b>CA</b>	
5/7/2012	885154	23,836.34		
			FUEL PURCH-CITY VEHICLES/EQUIP	7,791.99
			FUEL PURCH-CITY VEHICLES/EQUIP	7,398.71
			FUEL PURCH-CITY VEHICLES/EQUIP	8,645.64
5/14/2012	885209	8,334.23		
			FUEL PURCH-CITY VEHICLES/EQUIP	8,334.23
5/29/2012	885302	16,995.11		
			FUEL PURCH-CITY VEHICLES/EQUIP	8,544.28
			FUEL PURCH-CITY VEHICLES/EQUIP	8,450.83
	<b>Vendor Total</b>	<b>49,165.68</b>		
<b>FYTD for SOCO GROUP, INC</b>		<b>357,119.95</b>		
<b>SOSA, HUGO</b>				
			<u>Remit to:</u> <b>ELK GROVE</b> <b>CA</b>	
5/21/2012	212816	210.00		
			INSTRUCTOR SVCS-KARATEDO CLASS	210.00
	<b>Vendor Total</b>	<b>210.00</b>		
<b>FYTD for SOSA, HUGO</b>		<b>3,300.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SOUTH COAST AIR QUALITY MGMT DISTRICT</b>			<u>Remit to:</u> <b>DIAMOND BAR</b>	<b>CA</b>
5/7/2012	212627	113.88	HOT SPOTS PRGM FEE/JUL11-JUN12	113.88
5/14/2012	212720	113.88	HOT SPOTS PRGM FEE/JUL11-JUN12	113.88
5/14/2012	212721	666.33	PERMIT APPLIC.-GENERATOR @ EOC	666.33
<b>Vendor Total</b>		<b>894.09</b>		

<b>FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT</b>	<b>12,084.63</b>
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# City of Moreno Valley

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<b>SOUTHERN CALIFORNIA EDISON</b>			<u>Remit to:</u> <b>ROSEMEAD</b>	<b>CA</b>
5/7/2012	212628	3,218.56		
			ELECTRICITY	88.18
			ELECTRICITY	65.78
			ELECTRICITY	1,172.91
			ELECTRICITY	472.87
			ELECTRICITY	213.35
			ELECTRICITY	22.42
			ELECTRICITY	868.24
			ELECTRICITY	144.07
			ELECTRICITY	108.92
			ELECTRICITY	61.82
5/21/2012	212817	15,639.06		
			RELIABILITY SVC-DLAP_SCE_SEES_	388.86
			ELECTRIC CHARGES	401.99
			FERC-115KV PROJ-13571 MOR. BCH	14,146.73
			FERC CHRGS-ADDED FACILITIES	701.48
5/29/2012	212908	16,869.32		
			ELECTRICITY	183.41
			ELECTRICITY	25.77
			ELECTRICITY	4,706.69
			ELECTRICITY	2,461.67
			ELECTRICITY	18.56
			ELECTRICITY	602.79
			ELECTRICITY	1,582.47
			ELECTRICITY	97.79
			ELECTRICITY	3,520.69
			ELECTRICITY	1.23
			ELECTRICITY	74.65
			ELECTRICITY	1,694.35
			ELECTRICITY	280.43
			ELECTRICITY	443.38
			ELECTRICITY	422.00
			ELECTRICITY	204.06
			ELECTRICITY	160.07
			ELECTRICITY	168.69
			ELECTRICITY	150.40
			ELECTRICITY	44.45
			ELECTRICITY	25.77

**Vendor Total 35,726.94**

**FYTD for SOUTHERN CALIFORNIA EDISON 3,251,321.81**



# City of Moreno Valley

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<b>SOUTHERN CALIFORNIA GAS CO.</b>				
			Remit to: <b>MONTEREY PARK</b>	<b>CA</b>
5/21/2012	212819	4,459.99		
			GAS CHARGES	645.56
			GAS CHARGES	1,996.70
			GAS CHARGES	56.94
			GAS CHARGES	45.47
			GAS CHARGES	40.28
			GAS CHARGES	363.94
			GAS CHARGES	121.33
			GAS CHARGES	38.94
			GAS CHARGES	258.45
			GAS CHARGES	101.22
			GAS CHARGES	130.17
			GAS CHARGES	68.32
			GAS CHARGES	90.10
			GAS CHARGES	125.45
			GAS CHARGES	170.42
			GAS CHARGES	26.73
			GAS CHARGES	179.97
<b>Vendor Total</b>		<b>4,459.99</b>		
<b>FYTD for SOUTHERN CALIFORNIA GAS CO.</b>		<b>74,408.54</b>		
<b>SPARKLETTS</b>				
			Remit to: <b>DALLAS</b>	<b>TX</b>
5/7/2012	212631	5.00		
			WATER SERVICE-GOLF COURSE	5.00
5/14/2012	212723	33.71		
			WATER SERVICE-ARMADA ELEM.	19.91
			WATER SERVICE-CREEKSIDE ELEM.	13.80
5/29/2012	212909	27.81		
			WATER SERVICE-SUNNYMD ELEM.	18.31
			WATER SERVICE-EMERG MGMT SVCS	4.50
			WATER SERVICE-GOLF COURSE	5.00
<b>Vendor Total</b>		<b>66.52</b>		
<b>FYTD for SPARKLETTS</b>		<b>645.65</b>		
<b>SPECK, GARY B.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	885155	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for SPECK, GARY B.</b>		<b>3,506.03</b>		
<b>SPENCER, MARTHA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	885156	225.99		
			RETIREE MED MAY '12	225.99
<b>Vendor Total</b>		<b>225.99</b>		
<b>FYTD for SPENCER, MARTHA</b>		<b>2,509.23</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SPRINT</b>				
			Remit to: <b>KANSAS CITY</b>	<b>MO</b>
5/7/2012	212632	30.00		
			SUBPOENA COMPLNCE-MV120740161	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for SPRINT</b>		<b>600.00</b>		
<b>SPRINT/NEXTEL</b>				
			Remit to: <b>CAROL STREAM</b>	<b>IL</b>
5/7/2012	885157	74.49		
			CELL PHONE SVCS-GANG TASK FRC	74.49
5/14/2012	885210	643.23		
			CELL PHONE SVCS-PD/SET	643.23
<b>Vendor Total</b>		<b>717.72</b>		
<b>FYTD for SPRINT/NEXTEL</b>		<b>7,046.47</b>		
<b>STA STUDENT TRANSPORTATION OF AMERICA</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/29/2012	212910	244.99		
			FIELD TRIP TRANSPORTATION SVCS	244.99
<b>Vendor Total</b>		<b>244.99</b>		
<b>FYTD for STA STUDENT TRANSPORTATION OF AMERICA</b>		<b>453.68</b>		
<b>STANLEY CONVERGENT SECURITY SOLUTNS, INC</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/7/2012	885158	110.00		
			MONITORING SVCS-EOC	45.00
			MONITORING SVCS-EOC	65.00
<b>Vendor Total</b>		<b>110.00</b>		
<b>FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC</b>		<b>25,203.58</b>		
<b>STATE BOARD OF EQUALIZATION</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
5/22/2012	43012	4,377.00		
			SALES & USE TAX 4/1-4/30/12	4,377.00
<b>Vendor Total</b>		<b>4,377.00</b>		
<b>FYTD for STATE BOARD OF EQUALIZATION</b>		<b>60,664.79</b>		
<b>STATE CONTROLLER'S OFFICE</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
5/14/2012	212724	2,414.53		
			ANNUAL STREET REPORT 10/11 FY	2,414.53
<b>Vendor Total</b>		<b>2,414.53</b>		
<b>FYTD for STATE CONTROLLER'S OFFICE</b>		<b>4,814.97</b>		



# City of Moreno Valley

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<b>STATE DISBURSEMENT UNIT</b>				
			<u>Remit to:</u> <b>WEST SACRAMENTO CA</b>	
5/7/2012	212633	132.00	CASE 200000000199597-J. COSEY	132.00
5/3/2012	3069	2,107.64	CHILD SUPPORT W/H 5/3/12	2,107.64
5/14/2012	212725	45.00	CS#0650464971-01/0650613537-01	45.00
5/17/2012	3077	2,131.38	CHILD SUPPORT W/H 5/17/12	2,131.38
5/31/2012	3085	2,004.64	CHILD SUPPORT W/H 5/31/12	2,004.64
<b>Vendor Total</b>		<b>6,420.66</b>		
<b>FYTD for STATE DISBURSEMENT UNIT</b>		<b>52,246.58</b>		
<b>STATE OF CALIFORNIA DEPT. OF CONSUMER AF</b>				
			<u>Remit to:</u> <b>SACRAMENTO CA</b>	
5/29/2012	212911	125.00	E. LEWIS-PROF LIC. RENEWAL	125.00
<b>Vendor Total</b>		<b>125.00</b>		
<b>FYTD for STATE OF CALIFORNIA DEPT. OF CONSUMER AF</b>		<b>750.00</b>		
<b>STATE OF CALIFORNIA DEPT. OF JUSTICE</b>				
			<u>Remit to:</u> <b>SACRAMENTO CA</b>	
5/14/2012	212726	1,190.00	BLOOD ALCOHOL ANALYSIS FOR PD	1,190.00
5/21/2012	212821	358.00	BLOOD ALCOHOL ANALYSIS FOR PD	70.00
			FINGERPRINTING SVCS-BUS. LIC.	128.00
			FINGERPRINTING SVCS-HUM. RES.	96.00
			FINGERPRINTING SVCS-TS VOLUNT.	32.00
			FINGERPRINTING SVCS-PD	32.00
<b>Vendor Total</b>		<b>1,548.00</b>		
<b>FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE</b>		<b>52,033.00</b>		
<b>STATE OF CALIFORNIA/DEPT OF COM SVCS&amp;DEV</b>				
			<u>Remit to:</u> <b>SACRAMENTO CA</b>	
5/7/2012	212634	239.52	REFUND-MVU/ANDRES GONZALEZ	223.06
			REFUND-MVU/KAREN L BROWN	16.46
5/14/2012	212727	205.21	REFUND-MVU/MARIE J LEISS	205.21
<b>Vendor Total</b>		<b>444.73</b>		
<b>FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&amp;DEV</b>		<b>1,769.70</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>STENO SOLUTIONS TRANSCRIPTION SVCS., IN</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
5/14/2012	212728	3,827.20		
			DICTATION & TRANSCRIPTION SVCS	3,827.20
<b>Vendor Total</b>		<b>3,827.20</b>		
<b>FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN</b>		<b>21,516.32</b>		
<b>STEWART TITLE OF CALIFORNIA</b>				
			<u>Remit to:</u> <b>HOUSTON</b> <b>TX</b>	
5/14/2012	885211	0.00		
			PRELIMINARY RPT-RNCHO DORADO S	550.00
			VOIDED CHECK #885211 - 5/29/12	-550.00
5/29/2012	212930	550.00		
			PRELIMINARY RPT-RNCHO DORADO S	550.00
<b>Vendor Total</b>		<b>550.00</b>		
<b>FYTD for STEWART TITLE OF CALIFORNIA</b>		<b>800.00</b>		
<b>STEWART, CLIFFORD</b>				
			<u>Remit to:</u> <b>GLENDALE</b> <b>AZ</b>	
5/7/2012	885159	271.44		
			RETIREE MED MAY '12	271.44
<b>Vendor Total</b>		<b>271.44</b>		
<b>FYTD for STEWART, CLIFFORD</b>		<b>2,964.48</b>		
<b>STK ARCHITECTURE, INC.</b>				
			<u>Remit to:</u> <b>TEMECULA</b> <b>CA</b>	
5/21/2012	885258	16,308.42		
			ANNEX #1 RE-DESIGN/RENOV. PROJ	16,055.27
			ANNEX #1 RE-DESIGN/RENOV. PROJ	253.15
5/29/2012	885304	24,279.82		
			MORRISON PARK FIRE STN PROJ	24,279.82
<b>Vendor Total</b>		<b>40,588.24</b>		
<b>FYTD for STK ARCHITECTURE, INC.</b>		<b>327,825.45</b>		
<b>STOPANI, PRISCILLA</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
5/14/2012	212729	442.89		
			MILEAGE-CA MUNI RATE GRP CONF.	442.89
<b>Vendor Total</b>		<b>442.89</b>		
<b>FYTD for STOPANI, PRISCILLA</b>		<b>442.89</b>		
<b>STRADLING, YOCCA, CARLSON &amp; RAUTH</b>				
			<u>Remit to:</u> <b>NEWPORT BEACH</b> <b>CA</b>	
5/7/2012	212636	13,648.50		
			LEGAL SVCS	13,648.50
<b>Vendor Total</b>		<b>13,648.50</b>		
<b>FYTD for STRADLING, YOCCA, CARLSON &amp; RAUTH</b>		<b>77,410.34</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>STRICKLER ASSOCIATION, THE</b>				
5/14/2012	885212	2,860.00	Remit to: <b>SAN BERNARDINO</b> <b>CA</b> CONSULTING SVCS-EDD	2,860.00
<b>Vendor Total</b>		<b>2,860.00</b>		
<b>FYTD for STRICKLER ASSOCIATION, THE</b>		<b>37,618.75</b>		
<b>STRICKLER II, JOHN W.</b>				
5/7/2012	885160	318.73	Remit to: <b>SAN BERNARDINO</b> <b>CA</b> RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for STRICKLER II, JOHN W.</b>		<b>3,506.03</b>		
<b>SUNNYMEAD ACE HARDWARE</b>				
5/14/2012	212730	21.44	Remit to: <b>MORENO VALLEY</b> <b>CA</b> MISC SUPPLIES-PD	21.44
5/21/2012	212822	17.15	MISC SUPPLIES-PD	17.15
5/29/2012	212912	82.78	MISC SUPPLIES-PD MISC SUPPLIES-PD MISC SUPPLIES-PD	31.34 48.43 3.01
<b>Vendor Total</b>		<b>121.37</b>		
<b>FYTD for SUNNYMEAD ACE HARDWARE</b>		<b>1,507.53</b>		
<b>T-34 HERITAGE FOUNDATION, INC</b>				
5/7/2012	212637	750.00	Remit to: <b>ALISO VIEJO</b> <b>CA</b> MEMORIAL DAY FLYOVER-FUEL COST VETERANS DAY FLYOVER-FUEL COST	250.00 500.00
<b>Vendor Total</b>		<b>750.00</b>		
<b>FYTD for T-34 HERITAGE FOUNDATION, INC</b>		<b>750.00</b>		
<b>TANITA, JOI</b>				
5/29/2012	212913	95.00	Remit to: <b>WEST COVINA</b> <b>CA</b> REFUND-RABIES & SN DEPOSIT REFUND-RABIES & SN DEPOSIT	20.00 75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for TANITA, JOI</b>		<b>95.00</b>		
<b>TAX COMPLIANCE SERVICES</b>				
5/29/2012	212914	5,000.00	Remit to: <b>THOUSAND OAKS</b> <b>CA</b> UUT COMPLIANCE & AUDIT SVCS	5,000.00
<b>Vendor Total</b>		<b>5,000.00</b>		
<b>FYTD for TAX COMPLIANCE SERVICES</b>		<b>62,500.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>THERMAL COMBUSTION INNOVATORS</b>				
			<u>Remit to:</u> <b>COLTON</b> <b>CA</b>	
5/29/2012	212915	70.96	MEDICAL/BIOHAZ. WASTE DISPOSAL	70.96
<b>Vendor Total</b>		<b>70.96</b>		
<b>FYTD for THERMAL COMBUSTION INNOVATORS</b>		<b>424.90</b>		
<b>THOMPSON, TIFFANY</b>				
			<u>Remit to:</u> <b>LONG BEACH</b> <b>CA</b>	
5/14/2012	212731	95.00	REFUND-RABIES & SN DEPOSITS	20.00
			REFUND-RABIES & SN DEPOSITS	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for THOMPSON, TIFFANY</b>		<b>95.00</b>		
<b>TIMOTHY KRANTZ ENVIRONMENTAL CONSULTING</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
5/7/2012	212651	6,682.50	PROFESSIONAL CONSULTANT SVCS	6,682.50
5/14/2012	885214	15,607.50	ENVIRONMENTAL CONSULTANT SVCS	15,607.50
<b>Vendor Total</b>		<b>22,290.00</b>		
<b>FYTD for TIMOTHY KRANTZ ENVIRONMENTAL CONSULTING</b>		<b>22,290.00</b>		
<b>TKE ENGINEERING INC</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/21/2012	212823	2,101.13	DRACAEA AVE SIDEWALK IMPRVMENTS	2,101.13
<b>Vendor Total</b>		<b>2,101.13</b>		
<b>FYTD for TKE ENGINEERING INC</b>		<b>27,200.74</b>		
<b>TORRES, ROBERT</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/7/2012	212638	10.55	MILEAGE REIMBURSEMENT	10.55
<b>Vendor Total</b>		<b>10.55</b>		
<b>FYTD for TORRES, ROBERT</b>		<b>10.55</b>		
<b>TR DESIGN GROUP, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/21/2012	212836	12,884.71	TRANSP MGMT CTR PROJ SVCS	10,000.00
			TRANSP MGMT CTR PROJ SVCS	719.38
			PSB CONVERSION PROJ-PHASE II	1,000.00
			PSB CONVERSION PROJ-PHASE II	1,165.33
<b>Vendor Total</b>		<b>12,884.71</b>		
<b>FYTD for TR DESIGN GROUP, INC.</b>		<b>56,242.00</b>		



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<b>TRANSTECH ENGINEERS, INC.</b>				
			<u>Remit to:</u> <b>WALNUT</b> <b>CA</b>	
5/7/2012	212639	7,505.00	NASON ST/CACTUS AVE IMPRVMENTS	7,505.00
<b>Vendor Total</b>		<b>7,505.00</b>		
<b>FYTD for TRANSTECH ENGINEERS, INC.</b>		<b>57,950.00</b>		
<b>TRICHE, TARA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/21/2012	212824	2,042.40		
			INSTRUCTOR SVCS-BALLET INTERMD	155.40
			INSTRUCTOR SVCS-BALLET	355.20
			INSTRUCTOR SVCS-BALLET/ACRO	266.40
			INSTRUCTOR SVCS-DANCE EXPLOR.	177.60
			INSTRUCTOR SVCS-DANCE EXPLOR.	199.80
			INSTRUCTOR SVCS-DANCE EXPLOR.	377.40
			INSTRUCTOR SVCS-DANCE EXPLOR.	44.40
			INSTRUCTOR SVCS-DANCE EXPLOR.	310.80
			INSTRUCTOR SVCS-HIP HOP DANCE	155.40
<b>Vendor Total</b>		<b>2,042.40</b>		
<b>FYTD for TRICHE, TARA</b>		<b>23,909.40</b>		
<b>TRI-CITY LINEN SUPPLY, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/7/2012	885162	25.00		
			LINEN RENTAL FOR CRC	25.00
5/14/2012	885215	25.00		
			LINEN RENTAL FOR CRC	25.00
5/21/2012	885260	85.00		
			LINEN RENTAL FOR CRC	25.00
			LINEN RNTL FOR EVENT-CTR#19311	60.00
<b>Vendor Total</b>		<b>135.00</b>		
<b>FYTD for TRI-CITY LINEN SUPPLY, INC.</b>		<b>1,824.73</b>		
<b>TROPICAL PLAZA NURSERY, INC.</b>				
			<u>Remit to:</u> <b>VILLA PARK</b> <b>CA</b>	
5/7/2012	212640	6,086.12		
			LANDSCAPE MAINT-ZONE E-2	6,086.12
<b>Vendor Total</b>		<b>6,086.12</b>		
<b>FYTD for TROPICAL PLAZA NURSERY, INC.</b>		<b>110,323.98</b>		





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<b>TRUGREEN LANDCARE</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
5/14/2012	885216	11,410.86		
			PLANTS INSTALLATION-ZONE E-16	2,250.00
			TREE TRIMMING-CITY HALL ENTRNC	715.00
			LANDSCAPE MAINT-ZONE E-4	7,980.86
			LANDSCAPE MAINT-ZONE E-4A	465.00
5/29/2012	885305	18,854.29		
			INSTALLATION OF PLANT MATERIAL	3,230.00
			LANDSCAPE MAINT-ZONE M	5,532.72
			LANDSCAPE MAINT-ZONE DSG-1	5,121.57
			LANDSCAPE MAINT-ZONE E-16	2,485.00
			LANDSCAPE MAINT-ZONE E-16	2,485.00
<b>Vendor Total</b>		<b>30,265.15</b>		
<b>FYTD for TRUGREEN LANDCARE</b>		<b>266,011.16</b>		
<b>TRUST COMPLETE AUTO REPAIR AND TOWING</b>				
			<u>Remit to:</u> <b>HEMET</b> <b>CA</b>	
5/14/2012	212732	59.68		
			REFUND-BUS. LIC OVRPYMT	59.68
<b>Vendor Total</b>		<b>59.68</b>		
<b>FYTD for TRUST COMPLETE AUTO REPAIR AND TOWING</b>		<b>59.68</b>		
<b>TUNTLAND, JAMES</b>				
			<u>Remit to:</u> <b>PRESCOTT</b> <b>AZ</b>	
5/7/2012	885163	271.44		
			RETIREE MED MAY '12	271.44
<b>Vendor Total</b>		<b>271.44</b>		
<b>FYTD for TUNTLAND, JAMES</b>		<b>2,964.48</b>		
<b>TW TELECOM</b>				
			<u>Remit to:</u> <b>DENVER</b> <b>CO</b>	
5/7/2012	212641	3,439.94		
			TELECOM SVCS-LOCAL/LONG DIST.	1,524.61
			TELECOM SVCS-LOCAL/LONG DIST.	1,915.33
5/29/2012	212917	3,118.46		
			TELECOM SVCS-LOCAL/LONG DIST.	3,118.46
<b>Vendor Total</b>		<b>6,558.40</b>		
<b>FYTD for TW TELECOM</b>		<b>12,350.84</b>		
<b>TYLER, WILLIAM</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/23/2012	212844	150.00		
			PER DIEM-SO CA GANG CONFERENCE	150.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for TYLER, WILLIAM</b>		<b>150.00</b>		



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<b>U.S. BANK/CALCARDS</b>				
			Remit to: <b>ST. LOUIS</b>	<b>MO</b>
5/8/2012	1205061	350.00		
			CALCARD PMT CYCLE END 4/27/12	350.00
<b>Vendor Total</b>		<b>350.00</b>		
<b>FYTD for U.S. BANK/CALCARDS</b>		<b>1,565,284.37</b>		
<b>U.S. HEALTHWORKS MEDICAL GROUP</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
5/7/2012	212642	910.00		
			PRE-EMPLOYMENT PHYSICALS	213.00
			PRE-EMPLOYMENT PHYSICALS	337.00
			PRE-EMPLOYMENT PHYSICALS	360.00
5/29/2012	212918	65.00		
			EMPLOYEE DOT EXAM	65.00
<b>Vendor Total</b>		<b>975.00</b>		
<b>FYTD for U.S. HEALTHWORKS MEDICAL GROUP</b>		<b>1,492.00</b>		
<b>UNDERGROUND SERVICE ALERT</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
5/21/2012	885261	541.50		
			DIGALERT TICKETS SUBSCRPTN SVC	135.37
			DIGALERT TICKETS SUBSCRPTN SVC	135.38
			DIGALERT TICKETS SUBSCRPTN SVC	135.38
			DIGALERT TICKETS SUBSCRPTN SVC	135.37
<b>Vendor Total</b>		<b>541.50</b>		
<b>FYTD for UNDERGROUND SERVICE ALERT</b>		<b>6,054.00</b>		
<b>UNION BANK OF CALIFORNIA</b>				
			Remit to: <b>SAN DIEGO</b>	<b>CA</b>
5/21/2012	212825	291.67		
			INVESTMENT SAFEKEEPING SVCS	291.67
<b>Vendor Total</b>		<b>291.67</b>		
<b>FYTD for UNION BANK OF CALIFORNIA</b>		<b>3,208.37</b>		
<b>UNITED ROTARY BRUSH CORP</b>				
			Remit to: <b>ESCONDIDO</b>	<b>CA</b>
5/7/2012	885164	566.28		
			BROOM KITS FOR ST. SWEEPERS	566.28
5/14/2012	885217	406.57		
			BROOM KITS FOR ST. SWEEPERS	406.57
5/29/2012	885306	1,199.36		
			BROOM KITS FOR ST. SWEEPERS	633.08
			BROOM KITS FOR ST. SWEEPERS	566.28
<b>Vendor Total</b>		<b>2,172.21</b>		
<b>FYTD for UNITED ROTARY BRUSH CORP</b>		<b>36,768.79</b>		



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<b>UNITED STATES TREASURY</b>				
			Remit to: <b>CINCINNATI</b>	<b>OH</b>
5/7/2012	212654	145.68		
			PAYROLL DEDUCTION AGREEMENT	145.68
5/21/2012	212826	153.57		
			PAYROLL DEDUCTION AGREEMENT	153.57
<b>Vendor Total</b>		<b>299.25</b>		
<b>FYTD for UNITED STATES TREASURY</b>		<b>2,276.17</b>		
<b>UNITED WAY OF INLAND VALLEYS</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/7/2012	212643	335.00		
			UNITED WAY CONTRIBUTIONS	335.00
5/21/2012	212827	335.00		
			UNITED WAY CONTRIBUTIONS	335.00
<b>Vendor Total</b>		<b>670.00</b>		
<b>FYTD for UNITED WAY OF INLAND VALLEYS</b>		<b>10,187.66</b>		
<b>US IMMIGRATION LAW OFFICE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
5/14/2012	212733	255.49		
			REFUND-BUS. LIC OVRPYMT	225.00
			REFUND-BUS. LIC OVRPYMT	30.49
<b>Vendor Total</b>		<b>255.49</b>		
<b>FYTD for US IMMIGRATION LAW OFFICE</b>		<b>255.49</b>		
<b>USA MOBILITY/ARCH WIRELESS</b>				
			Remit to: <b>ALEXANDRIA</b>	<b>VA</b>
5/14/2012	885218	35.69		
			PAGER SVC FOR PARK RANGERS	1.69
			PAGER SVC FOR TRANSP. DIV	4.59
			PAGER SVC FOR ANIMAL SVCS	29.41
<b>Vendor Total</b>		<b>35.69</b>		
<b>FYTD for USA MOBILITY/ARCH WIRELESS</b>		<b>395.18</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VACATE TERMITE &amp; PEST ELIMINATION CO.</b>			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
5/7/2012	885165	1,115.00		
			PEST CNTRL-FIRE ST #48	45.00
			PEST CNTRL-TOWNGATE COMM. CTR	45.00
			PEST CNTRL-FIRE ST #65	45.00
			PEST CNTRL-FIRE ST #6	45.00
			PEST CNTRL-UTILITY FIELD OFF.	45.00
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-FIRE ST #58	45.00
			PEST CNTRL-SENIOR CTR	55.00
			PEST CNTRL-FIRE ST #2	45.00
			PEST CNTRL-FIRE ST #91	45.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-PUB SAFETY BLDG	75.00
			PEST CNTRL-CONF & REC CTR	75.00
			PEST CNTRL-MARB ASES BLDG	45.00
			PEST CNTRL-MARCH FLD PRK C.C.	45.00
			PEST CNTRL-TRANSP. TRAILER	45.00
			PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-ANIMAL SHELTER	115.00
5/14/2012	885219	180.00		
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
5/21/2012	885262	55.00		
			PEST CNTRL-EOC	45.00
			PEST CNTRL-EOC	10.00
<b>Vendor Total</b>		<b>1,350.00</b>		
<b>FYTD for VACATE TERMITE &amp; PEST ELIMINATION CO.</b>		<b>18,350.00</b>		
<b>VANCE, MIKE/KARI</b>			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
5/14/2012	212734	20.00		
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for VANCE, MIKE/KARI</b>		<b>20.00</b>		
<b>VAS ASSOCIATES, INC.</b>			<u>Remit to:</u> <b>CORONA</b>	<b>CA</b>
5/29/2012	885307	20,160.00		
			PROF CONSULTANT STAFFING SVCS	20,160.00
<b>Vendor Total</b>		<b>20,160.00</b>		
<b>FYTD for VAS ASSOCIATES, INC.</b>		<b>204,960.00</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VAVRINEK, TRINE, DAY &amp; CO., LLP</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b> <b>CA</b>	
5/14/2012	212735	980.00	CONSULTANT ACCOUNTING SVCS	980.00
<b>Vendor Total</b>		<b>980.00</b>		
<b>FYTD for VAVRINEK, TRINE, DAY &amp; CO., LLP</b>		<b>57,630.00</b>		
<b>VERIZON</b>				
			<u>Remit to:</u> <b>TRENTON</b> <b>NJ</b>	
5/21/2012	212828	1,773.35	BACKBONE COMMUN. CHARGES	1,773.35
<b>Vendor Total</b>		<b>1,773.35</b>		
<b>FYTD for VERIZON</b>		<b>19,261.28</b>		
<b>VERIZON CALIFORNIA</b>				
			<u>Remit to:</u> <b>DALLAS</b> <b>TX</b>	
5/14/2012	212736	87.18	ANNUAL PHONE DIRECTORY AD	42.85
			PHONE DIRECTORY LISTING-MVU	44.33
5/21/2012	212829	618.34	PHONE CHARGES-ERC	618.34
<b>Vendor Total</b>		<b>705.52</b>		
<b>FYTD for VERIZON CALIFORNIA</b>		<b>7,463.20</b>		
<b>VERIZON WIRELESS</b>				
			<u>Remit to:</u> <b>DALLAS</b> <b>TX</b>	
5/14/2012	212737	329.96	CELLULAR SVC-PD TICKET WRITERS	329.96
<b>Vendor Total</b>		<b>329.96</b>		
<b>FYTD for VERIZON WIRELESS</b>		<b>329.96</b>		
<b>VERTEX, INC.</b>				
			<u>Remit to:</u> <b>BERWYN</b> <b>PA</b>	
5/14/2012	885220	789.28	PAYROLL TAX Q SERIES ANNL MNT.	732.50
			CALIF SALES TAX	56.78
<b>Vendor Total</b>		<b>789.28</b>		
<b>FYTD for VERTEX, INC.</b>		<b>2,367.84</b>		
<b>VICTOR MEDICAL CO</b>				
			<u>Remit to:</u> <b>LAKE FOREST</b> <b>CA</b>	
5/7/2012	212644	843.14	ANIMAL MEDICAL SUPPLIES	843.14
5/21/2012	212830	818.11	ANIMAL MEDICAL SUPPLIES	818.11
5/29/2012	212919	1,378.37	ANIMAL MEDICAL SUPPLIES	1,378.37
<b>Vendor Total</b>		<b>3,039.62</b>		
<b>FYTD for VICTOR MEDICAL CO</b>		<b>21,575.74</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VIGIL, ERNEST</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/7/2012	885166	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for VIGIL, ERNEST</b>		<b>3,506.03</b>		
<b>VISTA PAINT CORPORATION</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
5/21/2012	212831	1,823.84		
			TRAFFIC PAINT	1,823.84
<b>Vendor Total</b>		<b>1,823.84</b>		
<b>FYTD for VISTA PAINT CORPORATION</b>		<b>10,341.77</b>		
<b>VORTECH PHARMACEUTICALS, LTD</b>				
			<u>Remit to:</u> <b>DEARBORN</b> <b>MI</b>	
5/29/2012	212920	2,955.52		
			SUPPLIES FOR ANIMAL SVCS	2,955.52
			SUPPLIES FOR ANIMAL SVCS	229.05
			SUPPLIES FOR ANIMAL SVCS	-229.05
<b>Vendor Total</b>		<b>2,955.52</b>		
<b>FYTD for VORTECH PHARMACEUTICALS, LTD</b>		<b>5,908.44</b>		
<b>VOYAGER FLEET SYSTEM, INC.</b>				
			<u>Remit to:</u> <b>HOUSTON</b> <b>TX</b>	
5/29/2012	885308	2,326.82		
			CNG FUEL PURCHASES	19.36
			CNG FUEL PURCHASES	2,167.28
			CNG FUEL PURCHASES	140.18
<b>Vendor Total</b>		<b>2,326.82</b>		
<b>FYTD for VOYAGER FLEET SYSTEM, INC.</b>		<b>25,011.06</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VULCAN MATERIALS CO, INC.</b>				
5/14/2012	212738	1,089.68	Remit to: <b>SAN BERNARDINO</b> <b>CA</b>	
			ASPHALTIC MATERIALS	215.87
			ASPHALTIC MATERIALS	181.73
			ASPHALTIC MATERIALS	146.17
			ASPHALTIC MATERIALS	109.91
			ASPHALTIC MATERIALS	218.00
			ASPHALTIC MATERIALS	218.00
5/29/2012	212921	1,127.45		
			ASPHALTIC MATERIALS	145.47
			ASPHALTIC MATERIALS	216.58
			ASPHALTIC MATERIALS	73.64
			ASPHALTIC MATERIALS	109.19
			ASPHALTIC MATERIALS	181.02
			ASPHALTIC MATERIALS	146.17
			ASPHALTIC MATERIALS	109.91
			ASPHALTIC MATERIALS	145.47
<b>Vendor Total</b>		<b>2,217.13</b>		
<b>FYTD for VULCAN MATERIALS CO, INC.</b>		<b>26,261.50</b>		
<b>WAGGONER JR., GLENN C.</b>				
5/7/2012	885167	276.58	Remit to: <b>MORENO VALLEY</b> <b>CA</b>	
			RETIREE MED APR 12, PD MAY 12	276.58
<b>Vendor Total</b>		<b>276.58</b>		
<b>FYTD for WAGGONER JR., GLENN C.</b>		<b>2,892.94</b>		
<b>WAGNER, GARY D.</b>				
5/7/2012	885168	318.73	Remit to: <b>MORENO VALLEY</b> <b>CA</b>	
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WAGNER, GARY D.</b>		<b>3,506.03</b>		
<b>WAGONER, ROBERT</b>				
5/7/2012	885169	362.80	Remit to: <b>ZEPHYRHILLS</b> <b>FL</b>	
			RETIREE MED APR-JUN 12, PD MAY	362.80
<b>Vendor Total</b>		<b>362.80</b>		
<b>FYTD for WAGONER, ROBERT</b>		<b>2,164.80</b>		
<b>WAGY, CARYLON</b>				
5/7/2012	212645	318.73	Remit to: <b>MORENO VALLEY</b> <b>CA</b>	
			RETIREE MED APR 12, PD MAY 12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WAGY, CARYLON</b>		<b>3,824.76</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WALTER'S WHOLESALE ELECTRIC</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/14/2012	212739	20,631.52		
			PG1730B703 PG STYLE PULL BOXES	2,180.96
			PG1730B557 PG STYLE PULL BOXES	1,132.32
			PG2436B996 PG STYLE PULL BOXES	4,959.60
			PG2436B998 PG STYLE PULL BOXES	6,654.90
			PG2436HS00S PG STYLE PULL BOXE	4,219.80
			CALIF SALES TAX @ 7.75%	1,483.94
<b>Vendor Total</b>		<b>20,631.52</b>		
<b>FYTD for WALTER'S WHOLESALE ELECTRIC</b>		<b>20,631.52</b>		
<b>WASTE MANAGEMENT OF THE INLAND EMPIRE</b>				
			Remit to: <b>PHOENIX</b>	<b>AZ</b>
5/29/2012	212922	592.40		
			ROLL-OFF STORAGE BIN RENTALS	592.40
<b>Vendor Total</b>		<b>592.40</b>		
<b>FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE</b>		<b>10,641.32</b>		
<b>WELLS FARGO BANK</b>				
			Remit to: <b>MINNEAPOLIS</b>	<b>MN</b>
5/7/2012	212646	2,000.00		
			ANNUAL TRUSTEE FEE-2007 LRB	2,000.00
5/29/2012	212923	2,000.00		
			TRUSTEE ANNL ADMIN CHGS-CFD#5	2,000.00
<b>Vendor Total</b>		<b>4,000.00</b>		
<b>FYTD for WELLS FARGO BANK</b>		<b>14,030.00</b>		
<b>WEST</b>				
			Remit to: <b>SAINT PAUL</b>	<b>MN</b>
5/29/2012	212924	677.10		
			AUTO TRACK SVCS-PD	677.10
<b>Vendor Total</b>		<b>677.10</b>		
<b>FYTD for WEST</b>		<b>6,465.29</b>		
<b>WEST COAST ARBORISTS, INC.</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
5/7/2012	885170	23,015.00		
			TREE TRIMMING/REMOVALS-PARKS	18,395.00
			TREE TRIMMING SVCS-ZONE DSG-2N	1,820.00
			TREE REMOVAL SVCS-ZONE DSG-2N	2,800.00
5/14/2012	885221	6,950.00		
			TREE TRIMMING SVCS-PARKS	6,950.00
<b>Vendor Total</b>		<b>29,965.00</b>		
<b>FYTD for WEST COAST ARBORISTS, INC.</b>		<b>104,850.00</b>		





# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WESTERN MUNICIPAL WATER DISTRICT</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
5/29/2012	212925	2,815.82		
			WATER CHARGES	996.26
			WATER CHARGES	34.38
			WATER CHARGES	1,711.36
			WATER CHARGES	73.82
<b>Vendor Total</b>		<b>2,815.82</b>		
<b>FYTD for WESTERN MUNICIPAL WATER DISTRICT</b>		<b>26,142.24</b>		
<b>WESTOVER, MARK</b>				
			Remit to: <b>SAN DIEGO</b>	<b>CA</b>
5/7/2012	885171	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WESTOVER, MARK</b>		<b>3,276.85</b>		
<b>WIBERG, CHRISTOPHER</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
5/7/2012	212647	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WIBERG, CHRISTOPHER</b>		<b>3,716.47</b>		
<b>WIELIN, RONALD A.</b>				
			Remit to: <b>BANNING</b>	<b>CA</b>
5/7/2012	885172	318.73		
			RETIREE MED MAY '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WIELIN, RONALD A.</b>		<b>3,506.03</b>		
<b>WILLDAN AND ASSOCIATES</b>				
			Remit to: <b>SAN BERNARDINO</b>	<b>CA</b>
5/14/2012	212740	12,247.04		
			BLDG & SAFETY PLAN CHECK SVCS	12,247.04
5/29/2012	212926	6,417.54		
			PROLOGIS PARK EIR REVIEW SVCS	6,417.54
<b>Vendor Total</b>		<b>18,664.58</b>		
<b>FYTD for WILLDAN AND ASSOCIATES</b>		<b>302,393.80</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WILLIS, ROBERT H</b>				
			<u>Remit to:</u> <b>PERRIS</b>	<b>CA</b>
5/7/2012	212648	60.00	SPORTS OFFICIATING SVCS	60.00
5/21/2012	212832	60.00	SPORTS OFFICIATING SVCS	60.00
5/29/2012	212927	120.00	SPORTS OFFICIATING SVCS SPORTS OFFICIATING SVCS	80.00 40.00
<b>Vendor Total</b>		<b>240.00</b>		

<b>FYTD for WILLIS, ROBERT H</b>	<b>2,220.00</b>
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<b>WURM'S JANITORIAL SERVICES, INC.</b>				
			<u>Remit to:</u> <b>CORONA</b>	<b>CA</b>
5/14/2012	885222	2,545.63	JANITORIAL SVCS-CRC RENTALS	1,290.00
			JANITORIAL SVCS-TOWNGT RENTALS	480.00
			JANITORIAL SVCS-SR CTR RENTALS	130.00
			JANITORIAL SVCS-EMP RES CTR	532.81
			JANITORIAL SVCS-GANG TSK FORCE	112.82
5/21/2012	885263	21,547.57	JANITORIAL SVCS-CITY HALL	4,588.23
			JANITORIAL SVCS-CITY YARD	346.90
			JANITORIAL SVCS-TRANSP TRAILER	98.40
			JANITORIAL SVCS-EOC	688.36
			JANITORIAL SVCS-SP DIST ANNEX	735.73
			JANITORIAL SVCS-FACIL. ANNEX	124.29
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-MRCH FLD PK CC	955.70
			JANITORIAL SVCS-PUB SFTY BLDG	5,564.25
			JANITORIAL SVCS-SENIOR CTR	1,916.18
			JANITORIAL SVCS-TOWNGATE C.C.	691.38
			JANITORIAL SVCS-TS ANNEX	453.43
			JANITORIAL SVCS-CONF & REC CTR	3,447.93
			UPHOLSTERY CLEANING-FIRE ADMIN	165.00
5/29/2012	885309	494.29	JANITORIAL SVCS-SUNNYMD ELEM	184.10
			JANITORIAL SVCS-RAINBOW RIDGE	310.19
<b>Vendor Total</b>		<b>24,587.49</b>		

<b>FYTD for WURM'S JANITORIAL SERVICES, INC.</b>	<b>275,948.22</b>
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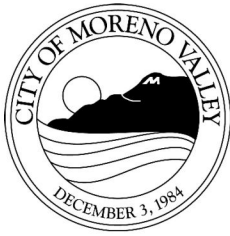
# City of Moreno Valley

## Check Register

For Period 5/1/2012 through 5/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>XEROX</b>				
			Remit to: <b>DALLAS</b>	<b>TX</b>
5/14/2012	212741	1,576.52		
			COPIER RNTL/MAINT/PRNTS-PD	888.97
			COPIER RNTL/MAINT/PRNTS-PD	99.45
			COPIER RNTL/MAINT/PRNTS-PD	588.10
5/21/2012	212835	817.55		
			LEASE OF XEROX XC550V-GRAPHICS	424.11
			LEASE OF XEROX EX560-GRAPHICS	393.44
5/29/2012	212928	2,765.26		
			COPIER RNTL/MAINT-PD	76.51
			COPIER RNTL/MAINT-PD	84.38
			COPIER RNTL/MAINT-PD	70.29
			LEASE OF XEROX EX560-PARKS	490.76
			LEASE OF XC550/PRINTS-PARKS	903.61
			COPIER BILLABLE PRINTS-PARKS	1,139.71
<b>Vendor Total</b>		<b>5,159.33</b>		
<b>FYTD for XEROX</b>		<b>45,814.81</b>		
<b>YAMASHITA, JULIA J.</b>				
			Remit to: <b>LAGUNA WOODS</b>	<b>CA</b>
5/7/2012	885173	139.90		
			RETIREE MED MAR 12, PD MAY 12	139.90
<b>Vendor Total</b>		<b>139.90</b>		
<b>FYTD for YAMASHITA, JULIA J.</b>		<b>1,711.70</b>		
<b>ZEE MEDICAL INC</b>				
			Remit to: <b>INDIANAPOLIS</b>	<b>IN</b>
5/14/2012	885223	295.65		
			SUPPLIES FOR 4 FIRST AID KITS	295.65
<b>Vendor Total</b>		<b>295.65</b>		
<b>FYTD for ZEE MEDICAL INC</b>		<b>592.01</b>		
<b>Subtotal</b>		<b>1,350,330.54</b>		
<b>GRAND TOTAL</b>		<b>13,875,994.96</b>		

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

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** August 28, 2012

**TITLE:** APPROVAL OF CHECK REGISTER FOR JUNE, 2012

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### **RECOMMENDED ACTION**

Staff recommends that the City Council adopt Resolution No. 2012-68, approving the Check Register for the month of June, 2012 in the amount of \$22,489,803.50.

### **DISCUSSION**

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of \$25,000 or greater, followed by a listing in alphabetical order of all checks less than \$25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

### **FISCAL IMPACT**

The disbursements itemized in the attached Check Register are reflected in the FY 2011-12 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

### **ATTACHMENTS/EXHIBITS**

Resolution No. 2012-68  
Check Register for Month of June, 2012

Prepared By:  
Cynthia A. Fortune  
Financial Operations Division Manager

Department Head Approval:  
Richard Teichert  
Financial & Administrative Services Director

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

RESOLUTION NO. 2012-68

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF MORENO VALLEY, CALIFORNIA,  
APPROVING THE CHECK REGISTER FOR THE  
MONTH OF JUNE, 2012

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period June 1, 2012 through June 30, 2012, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Check Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period June 1, 2012 through June 30, 2012, in the total amount of \$22,489,803.50 is approved.

APPROVED AND ADOPTED this 28th day of August, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. 2012-68  
Date Adopted: August 28, 2012

**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. 2012-68 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of August, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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CITY CLERK

Resolution No. 2012-68  
Date Adopted: August 28, 2012





# City of Moreno Valley

## Check Register

For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHECKS IN THE AMOUNT OF \$25,000 OR GREATER</b>				
<b>TACO BELL INLAND BELLS, INC</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/25/2012	213194	84,000.00		
			SOLAR INCENTIVE REBATE	84,000.00
<b>Vendor Total</b>		<b>84,000.00</b>		
<b>FYTD for TACO BELL INLAND BELLS, INC</b>		<b>84,000.00</b>		
<b>AFECO INC.</b>				
			<u>Remit to:</u> <b>SAN DIEGO</b>	<b>CA</b>
6/25/2012	213276	36,258.09		
			THERMAL IMAGING MSA 5200 HD2	33,650.20
			SALES TAX	2,607.89
<b>Vendor Total</b>		<b>36,258.09</b>		
<b>FYTD for AFECO INC.</b>		<b>45,322.61</b>		
<b>ALL AMERICAN ASPHALT, INC.</b>				
			<u>Remit to:</u> <b>CORONA</b>	<b>CA</b>
6/4/2012	212933	1,213,454.86		
			SR-60/NASON ST INTRCHNG PROJ	1,074,271.58
			SR-60/NASON ST INTRCHNG PROJ	139,183.28
6/11/2012	213031	52,469.99		
			LOCAL ST. PAVEMNT RESURF. PROJ	35,859.60
			LOCAL ST. PAVEMNT RESURF. PROJ	3,344.98
			LOCAL ST. PAVEMNT RESURF. PROJ	13,265.41
6/18/2012	120606	134,828.32		
			RETENTN PMT PER ESCRW AGREEMNT	134,828.32
6/19/2012	120607	54,874.40		
			RETENTN PMT PER ESCRW AGREEMNT	54,874.40
<b>Vendor Total</b>		<b>1,455,627.57</b>		
<b>FYTD for ALL AMERICAN ASPHALT, INC.</b>		<b>7,883,021.10</b>		



# City of Moreno Valley

## Check Register

For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BEMUS LANDSCAPE, INC.</b>				
			<u>Remit to:</u> <b>SAN CLEMENTE</b>	<b>CA</b>
6/28/2012	885540	25,625.35		
			LANDSCAPE MAINT-S AQDCT "B"	662.00
			LANDSCAPE MAINT-N AQDCT	473.00
			LANDSCAPE MAINT-PAN AM/AQDCT	540.00
			LANDSCAPE MAINT-SENIOR CNTR	236.00
			LANDSCAPE MAINT-SCE/OLD LAKE	1,575.00
			LANDSCAPE MAINT-CITY YARD	225.00
			LANDSCAPE MAINT-FORMER STARS	260.00
			LANDSCAPE MAINT-CRC	1,710.00
			LANDSCAPE MAINT-MVU	432.00
			LANDSCAPE MAINT-MVU SUBSTN	567.00
			LANDSCAPE MAINT-PSB	1,077.83
			LANDSCAPE MAINT-ANIMAL SVCS	468.00
			LANDSCAPE MAINT-PATRIOT PRK	360.00
			LANDSCAPE MAINT-BAY/JFK AQDCT	1,710.00
			LANDSCAPE MAINT-BIKE AQDCT	360.00
			LANDSCAPE MAINT-LIBRARY	468.00
			LANDSCAPE MAINT-ZONE E-3	10,625.00
			LANDSCAPE MAINT-ZONE E-3A	781.02
			LANDSCAPE MAINT-S AQDCT "A"	765.50
			EMERGENCY REPAIRS-TOWGATE CTR	2,330.00
<b>Vendor Total</b>		<b>25,625.35</b>		
<b>FYTD for BEMUS LANDSCAPE, INC.</b>		<b>389,345.57</b>		
<b>BRAUN BLAISING MCLAUGHLIN</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b>	<b>CA</b>
6/11/2012	213037	35,022.60		
			LEGAL SVCS-ST LIGHT LITIGATION	33,345.47
			LEGAL SVCS	1,677.13
<b>Vendor Total</b>		<b>35,022.60</b>		
<b>FYTD for BRAUN BLAISING MCLAUGHLIN</b>		<b>182,332.67</b>		
<b>COUNTY OF RIVERSIDE AUDITOR</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/11/2012	213044	58,441.52		
			PARKING CONTROL FEES-AB544	2,493.84
			PARKING CONTROL FEES-AB544	1,138.00
			PARKING CONTROL FEES-AB544	24,505.21
			PARKING CONTROL FEES-AB544	1,550.00
			PARKING CONTROL FEES-AB544	28,754.47
6/28/2012	213305	53,313.58		
			TRANSMITTAL OF AB544	892.00
			TRANSMITTAL OF AB544	26,573.95
			TRANSMITTAL OF AB544	846.00
			TRANSMITTAL OF AB544	25,001.63
<b>Vendor Total</b>		<b>111,755.10</b>		
<b>FYTD for COUNTY OF RIVERSIDE AUDITOR</b>		<b>343,681.17</b>		



# City of Moreno Valley

## Check Register

For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COUNTY OF RIVERSIDE FIRE DEPT</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
6/11/2012	885418	2,870,326.27		
			FPARC-MV, 231175,11-12,Q3	2,833,972.71
			FPARC-MV, 231175,11-12,Q3	36,353.56
<b>Vendor Total</b>		<b>2,870,326.27</b>		
<b>FYTD for COUNTY OF RIVERSIDE FIRE DEPT</b>		<b>11,772,319.86</b>		
<b>DATA TICKET, INC.</b>				
			Remit to: <b>NEWPORT BEACH</b>	<b>CA</b>
6/28/2012	885553	37,769.54		
			CITATION PROCESSING SVCS-CODE	17,440.96
			CITATION PROCESSING SVCS-CODE	12,438.04
			THIRD PARTY COLLECTION FEES	2,166.33
			THIRD PARTY COLLECTION FEES	979.70
			THIRD PARTY COLLECTION FEES	581.85
			THIRD PARTY COLLECTION FEES	660.15
			CITATION PROCESSING-CODE	2,752.37
			CITATION PROCESSING-CODE	750.14
<b>Vendor Total</b>		<b>37,769.54</b>		
<b>FYTD for DATA TICKET, INC.</b>		<b>311,710.82</b>		
<b>DENNIS GRUBB &amp; ASSOCIATES, LLC</b>				
			Remit to: <b>MIRA LOMA</b>	<b>CA</b>
6/28/2012	885554	26,450.00		
			PLAN REVIEW SVCS-FIRE PREVENTN	3,270.00
			PLAN REVIEW SVCS-FIRE PREVENTN	3,225.00
			PLAN REVIEW SVCS-FIRE PREVENTN	8,010.00
			PLAN REVIEW SVCS-FIRE PREVENTN	5,975.00
			PLAN REVIEW SVCS-FIRE PREVENTN	5,970.00
<b>Vendor Total</b>		<b>26,450.00</b>		
<b>FYTD for DENNIS GRUBB &amp; ASSOCIATES, LLC</b>		<b>180,650.00</b>		



# City of Moreno Valley

## Check Register

For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>EASTERN MUNICIPAL WATER DISTRICT</b>			<u>Remit to:</u> <b>PERRIS</b>	<b>CA</b>
6/4/2012	212951	30,714.96		
			WATER CHARGES	445.38
			WATER CHARGES	285.17
			WATER CHARGES	480.50
			WATER CHARGES	10,649.35
			WATER CHARGES	1,100.13
			WATER CHARGES	7,793.30
			WATER CHARGES	4,198.78
			WATER CHARGES	3,416.48
			WATER CHARGES	39.77
			WATER CHARGES	222.22
			WATER CHARGES	318.20
			WATER CHARGES	214.87
			WATER CHARGES	273.44
			WATER CHARGES	128.87
			WATER CHARGES	402.94
			WATER CHARGES	402.71
			WATER CHARGES	247.41
			WATER CHARGES	95.44
6/11/2012	213050	29,520.00		
			CO# 68357-CROSS/VALVE RELOCAT.	29,520.00
6/11/2012	213051	320,000.00		
			CO# 68357-CROSS/VALVE RELOCAT.	320,000.00
6/11/2012	213052	48,000.00		
			CO# 68357-CROSS/VALVE RELOCAT.	48,000.00
6/18/2012	213128	45,041.06		
			WATER CHARGES	57.77
			WATER CHARGES	254.35
			WATER CHARGES	3,132.98
			WATER CHARGES	40.80
			WATER CHARGES	3,818.17
			WATER CHARGES	122.07
			WATER CHARGES	13,561.01
			WATER CHARGES	264.82
			WATER CHARGES	10,079.03
			WATER CHARGES	2,076.36
			WATER CHARGES	7,695.34
			WATER CHARGES	692.00
			WATER CHARGES	1,020.41
			WATER CHARGES	284.05
			WATER CHARGES	257.58
			WATER CHARGES	348.35
			WATER CHARGES	720.91
			WATER CHARGES	615.06
6/25/2012	213216	66,660.76		
			WATER CHARGES	1,388.63
			WATER CHARGES	904.07
			WATER CHARGES	705.41
			WATER CHARGES	1,004.92
			WATER CHARGES	21,172.35
			WATER CHARGES	5,562.57



# City of Moreno Valley

## Check Register

For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			WATER CHARGES	3,833.58
			WATER CHARGES	6,581.81
			WATER CHARGES	3,826.82
			WATER CHARGES	8,715.52
			WATER CHARGES	79.10
			WATER CHARGES	1,279.93
			WATER CHARGES	3,506.67
			WATER CHARGES	2,535.27
			WATER CHARGES	1,199.86
			WATER CHARGES	587.00
			WATER CHARGES	128.24
			WATER CHARGES	308.00
			WATER CHARGES	613.74
			WATER CHARGES	144.95
			WATER CHARGES	1,567.82
			WATER CHARGES	1,014.50
6/28/2012	213313	36,454.90		
			WATER CHARGES	447.97
			WATER CHARGES	13,414.89
			WATER CHARGES	2,558.95
			WATER CHARGES	1,261.20
			WATER CHARGES	7,384.33
			WATER CHARGES	3,913.68
			WATER CHARGES	5,004.19
			WATER CHARGES	52.51
			WATER CHARGES	326.77
			WATER CHARGES	185.55
			WATER CHARGES	337.63
			WATER CHARGES	166.06
			WATER CHARGES	589.38
			WATER CHARGES	450.11
			WATER CHARGES	92.36
			WATER CHARGES	269.32
<b>Vendor Total</b>		<b>576,391.68</b>		
<b>FYTD for EASTERN MUNICIPAL WATER DISTRICT</b>		<b>1,893,005.22</b>		
<b>ELITE COMPANIES US, INC.</b>				
			<b>Remit to: HUNTINGTON BEACH CA</b>	
6/11/2012	213054	30,284.62		
			HEACOCK ST SIDEWLK IMPRV PROJ	30,284.62
6/25/2012	213218	25,998.65		
			HEACOCK ST SIDEWLK IMPRV PROJ	25,998.65
<b>Vendor Total</b>		<b>56,283.27</b>		
<b>FYTD for ELITE COMPANIES US, INC.</b>		<b>134,086.51</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>EMPLOYMENT DEVELOPMENT DEPARTMENT</b>				
			<u>Remit to:</u>	
6/1/2012	3090	26,325.94	STATE INCOME TAX W/H 6/1/12	26,325.94
6/15/2012	3098	31,429.93	STATE INCOME TAX W/H 6/15/12	31,429.93
<b>Vendor Total</b>		<b>57,755.87</b>		
<b>FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT</b>		<b>1,223,597.42</b>		
<b>ENCO UTILITY SERVICES MORENO VALLEY LLC</b>				
			<u>Remit to:</u> <b>ANAHEIM</b>	<b>CA</b>
6/25/2012	885495	166,428.72	ELECTRIC METER CHRGS	1,035.00
			DISTRIBUTION CHRGS	155,950.70
			SPECIAL CHRGS/ TEMP PWR POLES	10,625.00
			BAD DEBT-DEDUCTION	-2,755.10
			ONLINE UTILITY SERVICES	192.05
			NASON TO-IRIS NEW SL SYSTEM	1,381.07
<b>Vendor Total</b>		<b>166,428.72</b>		
<b>FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC</b>		<b>2,630,109.02</b>		
<b>ENVIRONMENTAL CONSTRUCTION, INC.</b>				
			<u>Remit to:</u> <b>WOODLAND HILLS</b>	<b>CA</b>
6/28/2012	213317	617,791.45	SUNNYMD BLVD REVIT PROJ SVCS	197,070.16
			SUNNYMD BLVD REVIT PROJ SVCS	164,221.29
			SUNNYMD BLVD REVIT PROJ SVCS	11,278.71
			SUNNYMD BLVD REVIT PROJ SVCS	245,221.29
<b>Vendor Total</b>		<b>617,791.45</b>		
<b>FYTD for ENVIRONMENTAL CONSTRUCTION, INC.</b>		<b>617,791.45</b>		
<b>FAMILY SERVICE ASSOCIATION</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/25/2012	213221	37,467.36	SNACKS-ASES PRGRM	37,467.36
6/28/2012	213321	42,762.84	SNACKS-ASES PRGRM	42,762.84
<b>Vendor Total</b>		<b>80,230.20</b>		
<b>FYTD for FAMILY SERVICE ASSOCIATION</b>		<b>449,026.86</b>		
<b>FIRST INDUSTRIAL LP</b>				
			<u>Remit to:</u> <b>TAMPA</b>	<b>FL</b>
6/18/2012	213131	44,500.00	REFUND-EROSION CONTROL DEPOSIT	44,500.00
<b>Vendor Total</b>		<b>44,500.00</b>		
<b>FYTD for FIRST INDUSTRIAL LP</b>		<b>49,184.20</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>HILLCREST CONTRACTING, INC</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
6/11/2012	885424	91,146.44		
			WIDEN PERRIS BLVD SB LANE @ 60	91,146.44
6/25/2012	885497	137,604.30		
			COTTONWOOD AVE IMPRVMENTS PROJ	137,604.30
	<b>Vendor Total</b>	<b>228,750.74</b>		
<b>FYTD for HILLCREST CONTRACTING, INC</b>		<b>1,165,747.93</b>		
<b>HUNTINGTON BEACH HONDA</b>				
			<u>Remit to:</u> <b>HUNTINGTON BEACH</b> <b>CA</b>	
6/4/2012	212966	110,136.14		
			MOTORCYCLE-4 UNITS	58,720.00
			DOC FEE	220.00
			INSTALLATION & CUSTOM PAINTING	43,261.52
			CA TIRE TAX	14.00
			SALES TAX	7,920.62
	<b>Vendor Total</b>	<b>110,136.14</b>		
<b>FYTD for HUNTINGTON BEACH HONDA</b>		<b>119,730.78</b>		
<b>INTERNAL REVENUE SERVICE</b>				
			<u>Remit to:</u>	
6/1/2012	3089	106,962.88		
			FED INCOME TAX W/H 6/1/12	106,962.88
6/15/2012	3097	92,628.08		
			FED INCOME TAX W/H 6/15/12	92,628.08
	<b>Vendor Total</b>	<b>199,590.96</b>		
<b>FYTD for INTERNAL REVENUE SERVICE</b>		<b>3,280,726.92</b>		
<b>JFL ELECTRIC, INC.</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b> <b>CA</b>	
6/25/2012	213228	26,690.76		
			LASSELLE/MARGARET AVE TRAF SIG	15,478.89
			LASSELLE/MARGARET AVE TRAF SIG	11,211.87
	<b>Vendor Total</b>	<b>26,690.76</b>		
<b>FYTD for JFL ELECTRIC, INC.</b>		<b>170,016.24</b>		
<b>KIMLEY-HORN AND ASSOCIATES, INC</b>				
			<u>Remit to:</u> <b>PHOENIX</b> <b>AZ</b>	
6/18/2012	213145	96,961.72		
			TRANSP. MGMT CENTER PROJ SVCS	96,961.72
	<b>Vendor Total</b>	<b>96,961.72</b>		
<b>FYTD for KIMLEY-HORN AND ASSOCIATES, INC</b>		<b>120,624.18</b>		
<b>KIP INCORPORATED</b>				
			<u>Remit to:</u> <b>MURRIETA</b> <b>CA</b>	
6/25/2012	213230	376,793.75		
			HEACOCK ST BRIDGE IMPRV. PROJ	376,793.75
	<b>Vendor Total</b>	<b>376,793.75</b>		
<b>FYTD for KIP INCORPORATED</b>		<b>471,081.25</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>LANCE, SOLL &amp; LUNGHARD, LLP</b>				
			Remit to: <b>BREA</b>	<b>CA</b>
6/18/2012	213146	26,000.00		
			2012 CITY AUDIT-INTERIM PROCED	7,000.00
			2012 RDA CLOSEOUT AUDIT	8,000.00
			CITY AUDIT/RELATED REPORTS	11,000.00
<b>Vendor Total</b>		<b>26,000.00</b>		
<b>FYTD for LANCE, SOLL &amp; LUNGHARD, LLP</b>		<b>83,690.00</b>		
<b>LAWYERS TITLE COMPANY</b>				
			Remit to: <b>NEWPORT BEACH</b>	<b>CA</b>
6/6/2012	1206031	100,880.06		
			ESCROW CLOSING COSTS	1,720.06
			ESCROW DEP-APN 488-270-022&023	99,160.00
6/18/2012	1206081	416,467.00		
			ESCROW CLOSING COSTS	3,817.00
			ESCROW DEPOSIT APN 297-170-077	412,650.00
<b>Vendor Total</b>		<b>517,347.06</b>		
<b>FYTD for LAWYERS TITLE COMPANY</b>		<b>1,881,516.30</b>		
<b>MATICH CORPORATION</b>				
			Remit to: <b>HIGHLAND</b>	<b>CA</b>
6/25/2012	885506	25,176.48		
			ASPHALTIC MATERIALS-MAINT/OPS	9,002.97
			ASPHALTIC MATERIALS-MAINT/OPS	16,173.51
<b>Vendor Total</b>		<b>25,176.48</b>		
<b>FYTD for MATICH CORPORATION</b>		<b>52,727.77</b>		





# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MORENO VALLEY UTILITY</b>				
			Remit to: <b>HEMET</b>	<b>CA</b>
6/18/2012	213159	52,846.61		
			ELECTRICITY	125.08
			ELECTRICITY	1,145.63
			ELECTRICITY	315.39
			ELECTRICITY	1,419.90
			ELECTRICITY	8,496.25
			ELECTRICITY	9,822.25
			ELECTRICITY	2,830.97
			ELECTRICITY	6,799.77
			ELECTRICITY	955.24
			ELECTRICITY	134.17
			ELECTRICITY	11,665.79
			ELECTRICITY	6,784.24
			ELECTRICITY	208.81
			ELECTRICITY	122.67
			ELECTRICITY	76.24
			ELECTRICITY	57.72
			ELECTRICITY	57.31
			ELECTRICITY	136.66
			ELECTRICITY	83.47
			ELECTRICITY	1,609.05
<b>Vendor Total</b>		<b>52,846.61</b>		
<b>FYTD for MORENO VALLEY UTILITY</b>		<b>744,585.43</b>		
<b>MUSCO SPORTS LIGHTING, LLC</b>				
			Remit to: <b>OSKALOOSA</b>	<b>IA</b>
6/25/2012	885507	69,275.29		
			FURNISH/INSTALL CONTROL LINK	69,275.29
<b>Vendor Total</b>		<b>69,275.29</b>		
<b>FYTD for MUSCO SPORTS LIGHTING, LLC</b>		<b>69,275.29</b>		
<b>MV RANCHO DORADO II LTD. PARTNERSHIP</b>				
			Remit to: <b>PALM DESERT</b>	<b>CA</b>
6/12/2012	120604	1,777,000.00		
			RANCHO DORADO SOUTH PROJ-PMT#1	1,777,000.00
<b>Vendor Total</b>		<b>1,777,000.00</b>		
<b>FYTD for MV RANCHO DORADO II LTD. PARTNERSHIP</b>		<b>1,777,000.00</b>		
<b>NATIONWIDE RETIREMENT SOLUTIONS</b>				
			Remit to: <b>COLUMBUS</b>	<b>OH</b>
6/15/2012	3094	25,681.85		
			DEF COMP 457 & 401(A) 6/15/12	25,681.85
<b>Vendor Total</b>		<b>25,681.85</b>		
<b>FYTD for NATIONWIDE RETIREMENT SOLUTIONS</b>		<b>716,822.12</b>		



# City of Moreno Valley

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For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>NEW WORLD SYSTEMS, CORP</b>				
			Remit to: <b>TROY</b>	<b>MI</b>
6/4/2012	885375	456,319.39		
			FM, HR/PY EST. TRAVEL EXPENSES	600.00
			HR MGMT BASE SUITE	94,925.00
			HR MGMT BASE SUITE	94,925.00
			FM BASE SUITE	158,520.00
			HR MGMT BASE SUITE	105,680.00
			FM, HR/PY EST. TRAVEL EXPENSES	1,669.39
<b>Vendor Total</b>		<b>456,319.39</b>		
<b>FYTD for NEW WORLD SYSTEMS, CORP</b>		<b>938,585.76</b>		
<b>NOBLE AMERICAS ENERGY SOLUTIONS</b>				
			Remit to: <b>PASADENA</b>	<b>CA</b>
6/28/2012	885607	343,382.46		
			PURCHASED POWER	343,382.46
<b>Vendor Total</b>		<b>343,382.46</b>		
<b>FYTD for NOBLE AMERICAS ENERGY SOLUTIONS</b>		<b>2,117,913.71</b>		
<b>PARSONS TRANSPORTATION GROUP, INC.</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
6/25/2012	885512	97,694.58		
			SR-60/MOR BCH DR INTRCHNG PROJ	37,794.93
			SR-60/MOR BCH DR INTRCHNG PROJ	59,899.65
6/28/2012	885610	641,669.41		
			SR-60/MOR. BCH INTRCHNG-PHS. 1	27,054.25
			SR-60/MOR. BCH INTRCHNG-PHS. 1	119,516.96
			SR-60/NASON ST OVRCRSSNG PROJ	84,037.35
			SR-60/NASON ST OVRCRSSNG PROJ	316,069.50
			SR-60/MOR. BCH INTRCHNG-PHS. 1	75,759.11
			SR-60/NASON ST OVRCRSSNG PROJ	19,232.24
<b>Vendor Total</b>		<b>739,363.99</b>		
<b>FYTD for PARSONS TRANSPORTATION GROUP, INC.</b>		<b>1,733,391.12</b>		
<b>PEDERSEN HECK MCQUEEN, APLC</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
6/28/2012	213376	198,000.00		
			CASE SETTLEMNT/STAT ATTY'S FEE	198,000.00
6/28/2012	213377	212,000.00		
			CASE SETTLEMNT/CLIENT TRST ACT	212,000.00
<b>Vendor Total</b>		<b>410,000.00</b>		
<b>FYTD for PEDERSEN HECK MCQUEEN, APLC</b>		<b>410,000.00</b>		
<b>PERS HEALTH INSURANCE</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
6/11/2012	120601	201,122.81		
			EMPLOYEE HEALTH INS 6/11/12	201,122.81
<b>Vendor Total</b>		<b>201,122.81</b>		
<b>FYTD for PERS HEALTH INSURANCE</b>		<b>2,397,874.94</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PERS RETIREMENT</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
6/8/2012	3091	216,222.95	PERS RETIREMENT 6/8/12	216,222.95
6/22/2012	3099	214,123.77	PERS RETIREMENT 6/22/12	214,123.77
<b>Vendor Total</b>		<b>430,346.72</b>		
<b>FYTD for PERS RETIREMENT</b>		<b>5,595,226.39</b>		
<b>PSOMAS</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/4/2012	212990	30,204.50	SR-60/NASON ST INTRCHNG PROJ	26,432.84
			SR-60/NASON ST INTRCHNG PROJ	307.20
			SR-60/NASON ST INTRCHNG PROJ	3,464.46
<b>Vendor Total</b>		<b>30,204.50</b>		
<b>FYTD for PSOMAS</b>		<b>195,816.06</b>		
<b>RASMUSSEN BROTHERS CONSTRUCTION</b>				
			Remit to: <b>FALLBROOK</b>	<b>CA</b>
6/25/2012	213249	55,487.60	PD TRAF DIV RENOV-PSB PHASE II	55,487.60
<b>Vendor Total</b>		<b>55,487.60</b>		
<b>FYTD for RASMUSSEN BROTHERS CONSTRUCTION</b>		<b>55,487.60</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RIVERSIDE COUNTY SHERIFF</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/4/2012	885382	304,605.45		
			CNTRCT LAW ENF RATE ADJ FY1112	27,768.07
			CNTRCT LAW ENF RATE ADJ FY1112	-89.30
			CNTRCT LAW ENF RATE ADJ FY1112	165,099.14
			CNTRCT LAW ENF RATE ADJ FY1112	20,252.28
			CNTRCT LAW ENF RATE ADJ FY1112	47,967.78
			CNTRCT LAW ENF RATE ADJ FY1112	1,806.03
			CNTRCT LAW ENF RATE ADJ FY1112	367.81
			CNTRCT LAW ENF RATE ADJ FY1112	-298.70
			CNTRCT LAW ENF RATE ADJ FY1112	-8,374.80
			CNTRCT LAW ENF RATE ADJ FY1112	425.43
			CNTRCT LAW ENF RATE ADJ FY1112	17,011.08
			CNTRCT LAW ENF RATE ADJ FY1112	1,054.17
			CNTRCT LAW ENF RATE ADJ FY1112	22,488.51
			CNTRCT LAW ENF RATE ADJ FY1112	1,885.51
			CNTRCT LAW ENF RATE ADJ FY1112	3,780.50
			CNTRCT LAW ENF RATE ADJ FY1112	104.40
			CNTRCT LAW ENF RATE ADJ FY1112	3,357.54
6/25/2012	885514	2,887,134.74		
			CONTRACT LAW ENF BILL #10	44,963.39
			CONTRACT LAW ENF BILL #10	521.73
			CONTRACT LAW ENF BILL #10	1,495,233.09
			CONTRACT LAW ENF BILL #10	60,787.41
			CONTRACT LAW ENF BILL #10	357,823.67
			CONTRACT LAW ENF BILL #10	5,671.20
			CONTRACT LAW ENF BILL #10	83,007.96
			CONTRACT LAW ENF BILL #10	6,175.08
			CONTRACT LAW ENF BILL #10	79,270.63
			CONTRACT LAW ENF BILL #10	1,636.25
			CONTRACT LAW ENF BILL #10	238,296.82
			CONTRACT LAW ENF BILL #10	3,802.90
			CONTRACT LAW ENF BILL #10	465,403.55
			CONTRACT LAW ENF BILL #10	9,065.42
			CONTRACT LAW ENF BILL #10	35,190.89
			CONTRACT LAW ENF BILL #10	284.75
<b>Vendor Total</b>		<b>3,191,740.19</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF</b>		<b>38,851,771.94</b>		
<b>RIVERSIDE COUNTY SHERIFF MV</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	213085	35,169.16		
			CONTRACT SVCS-OTS GRANT #20163	10,224.03
			CONTRACT SVCS-OTS GRANT #20163	1,645.20
			CONTRACT SVCS-OTS GRANT #20163	5,784.41
			CONTRACT SVCS-OTS GRANT #20163	1,421.32
			CONTRACT SVCS-JAG 2010 GRANT	9,141.48
			CONTRACT SVCS-JAG 2010 GRANT	348.48
			CONTRACT SVCS-JAG 2009 GRANT	6,000.56
			CONTRACT SVCS-JAG 2009 GRANT	603.68
<b>Vendor Total</b>		<b>35,169.16</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF MV</b>		<b>365,871.15</b>		



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## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RIVERSIDE COUNTY SHERIFF'S DEPT.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
6/11/2012	885434	268,939.00		
			ANNUAL RMS BILLNG FY11/12	268,939.00
<b>Vendor Total</b>		<b>268,939.00</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF'S DEPT.</b>		<b>639,228.15</b>		
<b>SEAN MALEK ENGINEERING AND CONSTRUCTION</b>				
			<u>Remit to:</u> <b>TEMECULA</b> <b>CA</b>	
6/11/2012	213090	145,872.50		
			AUTO MALL ST. IMPRVMENTS PROJ	145,872.50
6/25/2012	213254	140,001.50		
			AUTO MALL ST. IMPRVMENTS PROJ	140,001.50
<b>Vendor Total</b>		<b>285,874.00</b>		
<b>FYTD for SEAN MALEK ENGINEERING AND CONSTRUCTION</b>		<b>285,874.00</b>		
<b>SHEFFIELD FORECLOSURE RENOVATION</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
6/18/2012	213169	42,420.67		
			PROPERTY REHAB-25472 ORCHID CT	42,420.67
<b>Vendor Total</b>		<b>42,420.67</b>		
<b>FYTD for SHEFFIELD FORECLOSURE RENOVATION</b>		<b>257,839.53</b>		
<b>SHELL ENERGY NORTH AMERICA (US) L.P.</b>				
			<u>Remit to:</u> <b>PHILADELPHIA</b> <b>PA</b>	
6/28/2012	885623	526,310.40		
			ENERGY PURCHASE FOR MV UTIL.	526,310.40
<b>Vendor Total</b>		<b>526,310.40</b>		
<b>FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.</b>		<b>6,203,086.40</b>		
<b>SILVER CREEK INDUSTRIES, INC</b>				
			<u>Remit to:</u> <b>PERRIS</b> <b>CA</b>	
6/28/2012	213403	257,291.28		
			MORRISON PARK FIRE STN PROJ.	257,291.28
<b>Vendor Total</b>		<b>257,291.28</b>		
<b>FYTD for SILVER CREEK INDUSTRIES, INC</b>		<b>1,475,075.03</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SOUTHERN CALIFORNIA EDISON</b>			<u>Remit to:</u> <b>ROSEMEAD</b>	<b>CA</b>
6/11/2012	213096	33,925.38	WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-GRAHAM	5,800.93
			WDAT CHARGES-GLOBE	8,804.52
			WDAT CHARGES-NANDINA	3,312.59
			WDAT CHARGES-FREDERICK	2,350.17
			WDAT CHARGES-SUBSTATION 115KV	11,031.95
6/18/2012	213172	144,975.06	ELECTRICITY	611.60
			ELECTRICITY	26.78
			ELECTRICITY	1,853.40
			ELECTRICITY	50.01
			ELECTRICITY	24.87
			ELECTRICITY	968.18
			ELECTRICITY	132.98
			ELECTRICITY	2,492.29
			ELECTRICITY	833.77
			ELECTRICITY	1,074.10
			ELECTRICITY	1,607.26
			ELECTRICITY	1,201.27
			ELECTRICITY	1,104.36
			ELECTRICITY	22.89
			ELECTRICITY	92,967.77
			ELECTRICITY	35,475.74
			ELECTRICITY	4,060.46
			ELECTRICITY	207.43
			ELECTRICITY	22.89
			ELECTRICITY	45.65
			ELECTRICITY	26.43
			ELECTRICITY	72.21
			ELECTRICITY	92.72
6/28/2012	213406	37,149.58	WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-GRAHAM	5,642.21
			WDAT CHARGES-GLOBE	9,167.22
			WDAT CHARGES-NANDINA	4,262.99
			WDAT CHARGES-FREDERICK	2,666.07
			WDAT CHARGES-SUBSTATION 115KV	12,785.87
<b>Vendor Total</b>		<b>216,050.02</b>		
<b>FYTD for SOUTHERN CALIFORNIA EDISON</b>		<b>3,533,737.68</b>		
<b>STANDARD INSURANCE CO</b>			<u>Remit to:</u> <b>PORTLAND</b>	<b>OR</b>
6/11/2012	213098	27,788.15	LIFE & DISABILITY INSURANCE	10,824.52
			LIFE & DISABILITY INSURANCE	16,923.37
			LIFE & DISABILITY INSURANCE	40.26
<b>Vendor Total</b>		<b>27,788.15</b>		
<b>FYTD for STANDARD INSURANCE CO</b>		<b>356,737.31</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>STI, INC., TRUCKING &amp; MATERIALS</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/11/2012	213110	104,057.38		
			IRONWOOD AVE IMPRVMENTS PROJ	104,057.38
6/18/2012	885481	151,136.84		
			IRONWOOD AVE IMPRVMENTS PROJ	124,222.34
			IRONWOOD AVE IMPRVMENTS PROJ	26,914.50
<b>Vendor Total</b>		<b>255,194.22</b>		
<b>FYTD for STI, INC., TRUCKING &amp; MATERIALS</b>		<b>858,178.37</b>		
<b>STK ARCHITECTURE, INC.</b>				
			<u>Remit to:</u> <b>TEMECULA</b>	<b>CA</b>
6/25/2012	885518	26,821.14		
			MORRISON PARK FIRE STN PROJ	26,821.14
<b>Vendor Total</b>		<b>26,821.14</b>		
<b>FYTD for STK ARCHITECTURE, INC.</b>		<b>356,946.16</b>		
<b>STRADLING, YOCCA, CARLSON &amp; RAUTH</b>				
			<u>Remit to:</u> <b>NEWPORT BEACH</b>	<b>CA</b>
6/28/2012	213412	34,757.70		
			LEGAL SVCS	3,128.59
			LEGAL SVCS	1,173.41
			LEGAL SVCS	1,086.10
			LEGAL SVCS	2,064.05
			LEGAL SVCS	585.00
			LEGAL SVCS	184.00
			LEGAL SVCS	500.00
			LEGAL SVCS	2,475.00
			LEGAL SVCS	23,148.75
			LEGAL SVCS	412.80
<b>Vendor Total</b>		<b>34,757.70</b>		
<b>FYTD for STRADLING, YOCCA, CARLSON &amp; RAUTH</b>		<b>112,168.04</b>		
<b>THINK TOGETHER, INC</b>				
			<u>Remit to:</u> <b>SANTA ANA</b>	<b>CA</b>
6/18/2012	213184	419,690.90		
			ASES GRANT PRGM SVCS	419,690.90
6/28/2012	213419	419,690.90		
			ASES GRANT PRGM SVCS	419,690.90
<b>Vendor Total</b>		<b>839,381.80</b>		
<b>FYTD for THINK TOGETHER, INC</b>		<b>4,204,293.95</b>		
<b>TMAD TAYLOR &amp; GAINES</b>				
			<u>Remit to:</u> <b>PASADENA</b>	<b>CA</b>
6/4/2012	213016	38,350.00		
			EOC FCC GENERATOR PROJ SVCS	29,414.00
			EOC FCC GENERATOR PROJ SVCS	8,936.00
<b>Vendor Total</b>		<b>38,350.00</b>		
<b>FYTD for TMAD TAYLOR &amp; GAINES</b>		<b>82,795.00</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>TRANSTECH ENGINEERS, INC.</b>				
			Remit to: <b>WALNUT</b>	<b>CA</b>
6/28/2012	213422	47,889.50		
			CACTUS AVE/NASON ST IMPRV PROJ	47,889.50
<b>Vendor Total</b>		<b>47,889.50</b>		
<b>FYTD for TRANSTECH ENGINEERS, INC.</b>		<b>105,839.50</b>		
<b>TRUGREEN LANDCARE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/28/2012	885637	36,491.55		
			LANDSCAPE MAINT-ZONE M	5,532.72
			LANDSCAPE MAINT-ZONE DSG-1	5,121.57
			CLEAN UP-FENCED FLOOD CHANNELS	860.00
			INSTALL PLANT MATERIAL-ZONE M	775.00
			LANDSCAPE MAINT-ZONE M	5,532.72
			LANDSCAPE MAINT-ZONE DSG-1	5,121.57
			LANDSCAPE MAINT-ZONE E-4	7,980.86
			LANDSCAPE MAINT-ZONE E-4A	375.98
			LANDSCAPE MAINT-ZONE E-4A	89.02
			CLEAN UP-PLANTER AREAS/CELEBR.	1,300.00
			CLEAN UP-PLANTER AREAS/V LOMAS	1,450.00
			CLEAN UP-PLANTER AREAS/SHD MTN	1,450.00
			IRRIGATION REPAIRS-ZONE E-4	902.11
<b>Vendor Total</b>		<b>36,491.55</b>		
<b>FYTD for TRUGREEN LANDCARE</b>		<b>310,948.57</b>		
<b>U.S. BANK/CALCARDS</b>				
			Remit to: <b>ST. LOUIS</b>	<b>MO</b>
6/5/2012	1206021	299,882.82		
			CALCARD PMT CYCLE END 5/28/12	299,882.82
<b>Vendor Total</b>		<b>299,882.82</b>		
<b>FYTD for U.S. BANK/CALCARDS</b>		<b>1,865,167.19</b>		
<b>WASTE MANAGEMENT</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
6/28/2012	213433	821,996.47		
			SOLID WASTE DELINQ. PASS THRU	935,468.84
			SOLID WASTE DELINQ. PASS THRU	-113,472.37
<b>Vendor Total</b>		<b>821,996.47</b>		
<b>FYTD for WASTE MANAGEMENT</b>		<b>1,743,378.78</b>		
<b>WELLS FARGO CORPORATE TRUST</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
6/19/2012	120605	979,149.80		
			DEBT SVC-SPECIAL TAXES	979,149.80
<b>Vendor Total</b>		<b>979,149.80</b>		
<b>FYTD for WELLS FARGO CORPORATE TRUST</b>		<b>8,630,874.86</b>		





# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WRCRCA</b>				
6/18/2012	213190	87,872.04	Remit to: <b>RIVERSIDE</b> MSHCP FEES REPORT-MAY 2012	<b>CA</b> 87,872.04
<b>Vendor Total</b>		<b>87,872.04</b>		
<b>FYTD for WRCRCA</b>		<b>767,561.34</b>		
<b>Subtotal</b>		<b>20,800,064.45</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHECKS LESS THAN \$25,000</b>				
<b>FORREST CORMANY</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/11/2012	213028	200.00	BAGPIPER-5/30/12 MEMORIAL DAY	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for FORREST CORMANY</b>		<b>200.00</b>		
<b>JACK HENRY &amp; ASSOCIATES, INC.</b>				
			Remit to: <b>MONETT</b>	<b>MO</b>
6/25/2012	213193	386.15	MVU ACH-INTERNET SVC	386.15
<b>Vendor Total</b>		<b>386.15</b>		
<b>FYTD for JACK HENRY &amp; ASSOCIATES, INC.</b>		<b>386.15</b>		
<b>A &amp; I REPROGRAPHICS 2406362</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
6/11/2012	213029	748.97	PLANS & SPECS-IRIS AVE PROJ	748.97
<b>Vendor Total</b>		<b>748.97</b>		
<b>FYTD for A &amp; I REPROGRAPHICS 2406362</b>		<b>12,011.82</b>		
<b>A CONE ZONE, INC.</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
6/28/2012	213437	12,087.19	ATTENUATOR	10,325.00
			QUICK RELEASE KIT	650.00
			IN-CAB CONTROLLER	150.00
			SHIPPING	100.00
			SALES TAX	862.19
<b>Vendor Total</b>		<b>12,087.19</b>		
<b>FYTD for A CONE ZONE, INC.</b>		<b>12,087.19</b>		
<b>ABILITY COUNTS, INC</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
6/28/2012	213279	1,440.00	LANDSCAPE MAINT-AQDCT	1,440.00
<b>Vendor Total</b>		<b>1,440.00</b>		
<b>FYTD for ABILITY COUNTS, INC</b>		<b>17,210.00</b>		
<b>ABRASIVE BLASTING SERVICE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/25/2012	213195	8,330.00	SANDBLAST ST STRIPING-IRIS	8,330.00
<b>Vendor Total</b>		<b>8,330.00</b>		
<b>FYTD for ABRASIVE BLASTING SERVICE</b>		<b>8,330.00</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ABSOLUTE SURVEILLANCE</b>				
6/28/2012	885529	2,511.39	Remit to: <b>CANYON LAKE</b> <b>CA</b>	
			GPS TRACKING DEVICES	454.51
			MONTHLY SERVICE PLAN	958.80
			EXTENDED BATTERY KIT	531.90
			CALIF SALES TAX @ 7.75%	111.67
			GPS TRACKING DEVICE	454.51
<b>Vendor Total</b>		<b>2,511.39</b>		
<b>FYTD for ABSOLUTE SURVEILLANCE</b>		<b>2,511.39</b>		
<b>ACCESS SECURITY CONTROLS INT., INC.</b>				
6/4/2012	212931	250.00	Remit to: <b>TEMECULA</b> <b>CA</b>	
			MONITOR BURGLAR ALARM-SUNNYMD	250.00
<b>Vendor Total</b>		<b>250.00</b>		
<b>FYTD for ACCESS SECURITY CONTROLS INT., INC.</b>		<b>970.00</b>		
<b>ACOSTA, ANTHONY</b>				
6/25/2012	213196	134.90	Remit to: <b>MORENO VALLEY</b> <b>CA</b>	
			4TH OF JULY TEEN STAGE MATERLS	134.90
<b>Vendor Total</b>		<b>134.90</b>		
<b>FYTD for ACOSTA, ANTHONY</b>		<b>134.90</b>		
<b>ACTIVE NETWORK, INC., THE</b>				
6/4/2012	885310	17,628.61	Remit to: <b>LOS ANGELES</b> <b>CA</b>	
			CLASS MAINT/SUPPORT 71269MR	3,750.00
			DEPARTMENT CONNECTOR 71269MR	2,500.00
			CRYSTAL REPORTS 70636MR	600.00
			PYMT SERVER EFT ONLY 70711MR	1,575.00
			DISCOUNT	-1,263.75
			CLASS MAINT/SUPPORT 70670MR	607.76
			FINANCE-LINK FINANCIAL 70680MR	531.78
			CRYSTAL REPORTS 70636MR	150.00
			MULTILINGUAL FRONT DESK 70708MR	75.00
			PAYMENT SERVER 70710MR	1,500.00
			POINT OF SALE 70712MR	1,050.00
			REGISTRATION INCLUDES 70719MR	4,200.00
			REGISTRATION INCLUDES 70721MR	2,625.00
			POINT OF SALE W/O POS 71577MR	1,575.00
			DISCOUNT	-1,847.18
<b>Vendor Total</b>		<b>17,628.61</b>		
<b>FYTD for ACTIVE NETWORK, INC., THE</b>		<b>17,628.61</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ADAMS, DARNEE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/25/2012	213197	70.00		
			REFUND-CLASS REGIS FEE	70.00
<b>Vendor Total</b>		<b>70.00</b>		
<b>FYTD for ADAMS, DARNEE</b>		<b>70.00</b>		
<b>ADAMS, MARK L.</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
6/4/2012	885311	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885530	318.73		
			RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for ADAMS, MARK L.</b>		<b>4,143.49</b>		
<b>ADLERHORST INTERNATIONAL INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/18/2012	885446	4,439.88		
			K-9 TRAINING/EQUIPMENT-POLICE	2,639.88
			K-9 TRAINING/EQUIPMENT-POLICE	750.00
			K-9 TRAINING/EQUIPMENT-POLICE	1,050.00
<b>Vendor Total</b>		<b>4,439.88</b>		
<b>FYTD for ADLERHORST INTERNATIONAL INC.</b>		<b>9,882.67</b>		
<b>ADVANCE REFRIGERATION &amp; ICE SYSTEMS, INC</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/25/2012	885488	2,045.00		
			ICE MACHINE MAINT-CRC	195.00
			ICE MACHINE MAINT-EOC	195.00
			ICE MACHINE MAINT-SENIOR CNTR	195.00
			ICE MACHINE MAINT-TOWNGTE CNTR	195.00
			ICE MACHINE MAINT-STN 6	195.00
			ICE MACHINE MAINT-STN 65	114.00
			ICE MACHINE MAINT-STN 65	81.00
			ICE MACHINE MAINT-STN 58	195.00
			ICE MACHINE MAINT-CITY YARD	290.00
			ICE MACHINE MAINT-STN 91	195.00
			ICE MACHINE MAINT-STN 2	195.00
6/28/2012	885531	200.00		
			ICE MACHINE MAINT-PSB	200.00
<b>Vendor Total</b>		<b>2,245.00</b>		
<b>FYTD for ADVANCE REFRIGERATION &amp; ICE SYSTEMS, INC</b>		<b>17,075.83</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ADVANCED ELECTRIC</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/4/2012	212932	3,076.60		
			REPAIRED DOME LIGHTS-CITY YARD	2,952.60
			ELECTRICAL REPAIRS-ANIMAL SVCS	124.00
6/11/2012	213030	62.00		
			SVC CALL TO DEMO 1 PLE WIRING	62.00
6/28/2012	213280	7,043.94		
			REPLACED LIGHTS/FIXTURES-PSB	3,472.00
			ELECTRICAL REPAIRS-PSB	217.74
			EMERGENCY REPAIRS-VETERANS MEM	1,135.94
			EMERGENCY REPAIRS-CRC	1,467.82
			EMERGENCY REPAIRS-CRC	380.44
			INSTALL ELECTRCL & MOUNT TV-CM	370.00
<b>Vendor Total</b>		<b>10,182.54</b>		
<b>FYTD for ADVANCED ELECTRIC</b>		<b>66,920.75</b>		
<b>ADVANTAGE GRAPHICS AND PROMOTIONS</b>				
			Remit to: <b>CAPISTRANO BEACH</b>	<b>CA</b>
6/25/2012	213198	2,487.08		
			PRINT-MV/MVP PARKING CITATIONS	2,487.08
<b>Vendor Total</b>		<b>2,487.08</b>		
<b>FYTD for ADVANTAGE GRAPHICS AND PROMOTIONS</b>		<b>4,810.21</b>		
<b>AEI-CASC ENGINEERING</b>				
			Remit to: <b>COLTON</b>	<b>CA</b>
6/28/2012	885532	2,084.16		
			PROFESSIONAL SVCS-F-WQMP	2,084.16
<b>Vendor Total</b>		<b>2,084.16</b>		
<b>FYTD for AEI-CASC ENGINEERING</b>		<b>33,892.93</b>		
<b>AFECO INC.</b>				
			Remit to: <b>SAN DIEGO</b>	<b>CA</b>
6/28/2012	885533	9,064.52		
			MSA 5200 HD2 THERMAL IMAGING	8,412.55
			CALIF SALE TAX @ 7.75%	651.97
<b>Vendor Total</b>		<b>9,064.52</b>		
<b>FYTD for AFECO INC.</b>		<b>45,322.61</b>		
<b>AIR CLEANING SYSTEMS INC.</b>				
			Remit to: <b>POMONA</b>	<b>CA</b>
6/4/2012	885312	438.36		
			PLYMOVENT MAINT/REPAIR	127.50
			PLYMOVENT PARTS	121.60
			PLYMOVENT PARTS	189.26
<b>Vendor Total</b>		<b>438.36</b>		
<b>FYTD for AIR CLEANING SYSTEMS INC.</b>		<b>4,780.94</b>		



# City of Moreno Valley

## Check Register

For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ALL AMERICAN ASPHALT, INC.</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
6/19/2012	1206071	4,356.06	RETENTN PMT PER ESCRW AGREEMNT	4,356.06
6/19/2012	1206072	1,473.94	RETENTN PMT PER ESCRW AGREEMNT	1,473.94
<b>Vendor Total</b>		<b>5,830.00</b>		
<b>FYTD for ALL AMERICAN ASPHALT, INC.</b>		<b>7,883,021.10</b>		
<b>ALL COURT COVERS</b>				
			Remit to: <b>LONG BEACH</b>	<b>CA</b>
6/11/2012	213107	10,709.50	GYM FLOOR COVER	7,381.00
			RACK SYSTEM	1,899.00
			RACK COVER	200.00
			INSIDE DELIVERY	250.00
			LIFT GATE SERVICE	150.00
			SALES TAX	829.50
<b>Vendor Total</b>		<b>10,709.50</b>		
<b>FYTD for ALL COURT COVERS</b>		<b>10,709.50</b>		
<b>ALL STATE POLICE EQUIPMENT CO.</b>				
			Remit to: <b>CLAREMONT</b>	<b>CA</b>
6/4/2012	212934	3,017.00	SUPERVISION STANDARD SV100	2,800.00
			SALES TAX	217.00
<b>Vendor Total</b>		<b>3,017.00</b>		
<b>FYTD for ALL STATE POLICE EQUIPMENT CO.</b>		<b>3,017.00</b>		
<b>ALLIANZ LIFE INSURANCE CO</b>				
			Remit to: <b>PITTSBURGH</b>	<b>PA</b>
6/18/2012	213112	75.00	NON-EXEMPT ANNUITY	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for ALLIANZ LIFE INSURANCE CO</b>		<b>900.00</b>		
<b>ALPHACORP/SIRE TECHNOLOGIES</b>				
			Remit to: <b>WEST VALLEY CITY</b>	<b>UT</b>
6/18/2012	885447	11,682.00	SIRE EDMS CLIENT LICENSES	2,250.00
			SIRE EDMS SOFTWARE MAINT	450.00
			SIRE CAPTURE STATION LICENSES	7,485.00
			SIRE CAPTURE SOFTWARE MAINT	1,497.00
<b>Vendor Total</b>		<b>11,682.00</b>		
<b>FYTD for ALPHACORP/SIRE TECHNOLOGIES</b>		<b>43,826.00</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ALTERNATIVES TO DOMESTIC VIOLENCE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/18/2012	213113	1,816.14	DOMESTIC VIOLENCE SVCS	1,816.14
<b>Vendor Total</b>		<b>1,816.14</b>		
<b>FYTD for ALTERNATIVES TO DOMESTIC VIOLENCE</b>		<b>9,317.21</b>		
<b>AMERICAN FORENSIC NURSES</b>				
			Remit to: <b>PALM SPRINGS</b>	<b>CA</b>
6/4/2012	885313	2,895.88	BLOOD DRAWS-POLICE	123.24
			BLOOD DRAWS-POLICE	2,772.64
6/18/2012	885448	1,519.96	BLOOD DRAWS-POLICE	1,519.96
6/25/2012	885490	41.08	BLOOD DRAWS-POLICE	41.08
6/28/2012	885534	1,519.96	BLOOD DRAWS-POLICE	1,519.96
<b>Vendor Total</b>		<b>5,976.88</b>		
<b>FYTD for AMERICAN FORENSIC NURSES</b>		<b>50,711.60</b>		
<b>AMERICAN TOWERS</b>				
			Remit to: <b>CHARLOTTE</b>	<b>NC</b>
6/4/2012	212935	2,676.42	TOWER SPACE LEASE	2,676.42
6/11/2012	213032	2,676.42	TOWER SPACE LEASE	2,676.42
<b>Vendor Total</b>		<b>5,352.84</b>		
<b>FYTD for AMERICAN TOWERS</b>		<b>34,484.64</b>		
<b>AMTECH ELEVATOR SERVICES</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
6/11/2012	213033	221.92	ELEVATOR MAINT/REPAIRS-C HALL	121.92
			ELEVATOR MAINT/REPAIRS-EOC	100.00
6/28/2012	213281	221.92	ELEVATOR MAINT/REPAIR-C HALL	121.92
			ELEVATOR MAINT/REPAIR-EOC	100.00
<b>Vendor Total</b>		<b>443.84</b>		
<b>FYTD for AMTECH ELEVATOR SERVICES</b>		<b>4,726.22</b>		
<b>ANDRADE, ALFREDO</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/18/2012	213114	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for ANDRADE, ALFREDO</b>		<b>20.00</b>		



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## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ANIMAL EMERGENCY CLINIC, INC.</b>				
			<u>Remit to:</u> <b>GRAND TERRACE</b> <b>CA</b>	
6/28/2012	885535	75.00	EMERGENCY/AFTER HR VET SVCS	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for ANIMAL EMERGENCY CLINIC, INC.</b>		<b>2,070.00</b>		
<b>ANIMAL PEST MANAGEMENT SERVICES, INC.</b>				
			<u>Remit to:</u> <b>CHINO</b> <b>CA</b>	
6/28/2012	213282	1,525.50	PEST CONTROL-GOLF CNTR	162.00
			PEST CONTROL-CITY PARKS	600.00
			PEST CONTROL-CONTRACT PARKS	229.50
			PEST CONTROL-MARCH BALLFIELD	300.00
			PEST CONTROL-MARCH FIELD CNTR	90.00
			PEST CONTROL-CFD #1	144.00
<b>Vendor Total</b>		<b>1,525.50</b>		
<b>FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.</b>		<b>19,513.00</b>		
<b>ANSARI, AHMAD</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
6/4/2012	212936	125.00	CERT RENEWAL-P.E. LICENSE	125.00
<b>Vendor Total</b>		<b>125.00</b>		
<b>FYTD for ANSARI, AHMAD</b>		<b>743.47</b>		
<b>APARTMENT HIGHLAND MEADOWS, LLLP</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/11/2012	213034	76.69	REFUND-DUP CITATION PYMNT	30.00
			REFUND-DUP CITATION PYMNT	8.06
			REFUND-DUP CITATION PYMNT	30.00
			REFUND-DUP CITATION PYMNT	8.63
<b>Vendor Total</b>		<b>76.69</b>		
<b>FYTD for APARTMENT HIGHLAND MEADOWS, LLLP</b>		<b>76.69</b>		
<b>APWA-AMERICAN PUBLIC WORKS ASSOCIATION</b>				
			<u>Remit to:</u> <b>KANSAS CITY</b> <b>MO</b>	
6/25/2012	213199	2,760.00	MEMBERSHIP RENEWAL	1,035.00
			MEMBERSHIP RENEWAL	517.50
			MEMBERSHIP RENEWAL	1,207.50
<b>Vendor Total</b>		<b>2,760.00</b>		
<b>FYTD for APWA-AMERICAN PUBLIC WORKS ASSOCIATION</b>		<b>5,690.00</b>		
<b>ARC OF RIVERSIDE COUNTY, THE</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
6/28/2012	213283	2,010.86	MORENO VALLEY RESOURCE CNTR	2,010.86
<b>Vendor Total</b>		<b>2,010.86</b>		
<b>FYTD for ARC OF RIVERSIDE COUNTY, THE</b>		<b>6,865.12</b>		





# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ARROWHEAD WATER</b>				
			Remit to: <b>COLTON</b>	<b>CA</b>
6/11/2012	885414	24.77		
			WATER PURIF RNTL-EOC	24.77
6/25/2012	885491	746.19		
			WATER PURIFY UNIT-ANIMAL SVCS	53.86
			WATER PURIFY UNIT-SENIOR CNTR	34.77
			WATER PURIFY UNIT-SDA	26.93
			WATER PURIFY UNIT-TECH SVCS	26.93
			WATER PURIFY UNIT-FACILITIES	26.93
			WATER PURIFY UNIT-CRC	26.93
			WATER PURIFY UNIT-STN 6	24.77
			WATER PURIFY UNIT-STN 48	24.77
			WATER PURIFY UNIT-STN 2	24.77
			WATER PURIFY UNIT-STN 58	15.62
			WATER PURIFY UNIT-STN 91	24.77
			WATER PURIFY UNIT-STN 65	24.77
			WATER PURIFY UNIT-CITY HALL	145.40
			WATER PURIFY UNIT-CITY YARD	26.92
			WATER PURIFY UNIT-CITY YARD	26.93
			WATER PURIFY UNIT-LIBRARY	24.77
			WATER PURIFY UNIT-ANIMAL SVCS	53.86
			WATER PURIFY UNIT-TECH SVCS	26.93
			WATER PURIFY UNIT-FACILITIES	26.93
			WATER PURIFY UNIT-CRC	26.93
			WATER PURIFY UNIT-SENIOR CNTR	24.77
			WATER PURIFY UNIT-SDA	26.93
<b>Vendor Total</b>		<b>770.96</b>		
<b>FYTD for ARROWHEAD WATER</b>		<b>6,501.91</b>		
<b>ASSOCIATED REPRODUCTION SERVICES</b>				
			Remit to: <b>WHITTIER</b>	<b>CA</b>
6/28/2012	213284	306.77		
			LEGAL REPRODUCTION SVCS	306.77
<b>Vendor Total</b>		<b>306.77</b>		
<b>FYTD for ASSOCIATED REPRODUCTION SERVICES</b>		<b>1,999.11</b>		
<b>AT&amp;T MOBILITY</b>				
			Remit to: <b>CAROL STREAM</b>	<b>IL</b>
6/4/2012	212937	91.50		
			CELL SVCS-POLICE CMND CNTR	91.50
6/25/2012	213200	92.34		
			CELL SVCS-POLICE CMND CNTR	92.34
<b>Vendor Total</b>		<b>183.84</b>		
<b>FYTD for AT&amp;T MOBILITY</b>		<b>1,188.07</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>AT&amp;T/MCI</b>				
			Remit to: <b>WEST SACRAMENTO CA</b>	
6/4/2012	212938	183.34	COMMUNICATION SVCS	183.34
<b>Vendor Total</b>		<b>183.34</b>		
<b>FYTD for AT&amp;T/MCI</b>		<b>2,198.88</b>		
<b>ATHALYE CONSULTING ENGINEERING SERVICES</b>				
			Remit to: <b>ONTARIO CA</b>	
6/25/2012	213201	16,847.30	HEACOCK ST BRIDGE IMPRVMENTS	16,847.30
<b>Vendor Total</b>		<b>16,847.30</b>		
<b>FYTD for ATHALYE CONSULTING ENGINEERING SERVICES</b>		<b>21,452.23</b>		
<b>AVERILL, CAMERON</b>				
			Remit to: <b>NUEVO CA</b>	
6/18/2012	213115	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for AVERILL, CAMERON</b>		<b>95.00</b>		
<b>AVI-CON INC.</b>				
			Remit to: <b>RIVERSIDE CA</b>	
6/28/2012	885536	2,541.84	RELEASE-BALANCE OF RETENTION	2,541.84
<b>Vendor Total</b>		<b>2,541.84</b>		
<b>FYTD for AVI-CON INC.</b>		<b>2,541.84</b>		
<b>AXIS APPAREL</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
6/18/2012	885449	866.15	YOUTH SPORTS APPAREL	866.15
<b>Vendor Total</b>		<b>866.15</b>		
<b>FYTD for AXIS APPAREL</b>		<b>11,953.06</b>		
<b>AYALA, NANNERL A.</b>				
			Remit to: <b>RIVERSIDE CA</b>	
6/4/2012	212939	39.27	MILEAGE REIMBURSEMENT	39.27
<b>Vendor Total</b>		<b>39.27</b>		
<b>FYTD for AYALA, NANNERL A.</b>		<b>809.54</b>		
<b>AYARS, MARGARET E.</b>				
			Remit to: <b>YUCAIPA CA</b>	
6/28/2012	885537	1,593.65	RETIREE MED MAR-JUL'12, PD JUL	1,593.65
<b>Vendor Total</b>		<b>1,593.65</b>		
<b>FYTD for AYARS, MARGARET E.</b>		<b>4,780.95</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BACHER, GRACE</b>				
			Remit to: <b>HEMET</b>	<b>CA</b>
6/4/2012	212940	318.73	RETIREE MED JUN '12	318.73
6/28/2012	213285	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for BACHER, GRACE</b>		<b>4,143.49</b>		
<b>BAGLEY, DENISE</b>				
			Remit to: <b>HEMET</b>	<b>CA</b>
6/25/2012	213202	13.00	ERC EXTERIOR WINDOW CLEANING	13.00
<b>Vendor Total</b>		<b>13.00</b>		
<b>FYTD for BAGLEY, DENISE</b>		<b>100.00</b>		
<b>BARNES, DARLENE</b>				
			Remit to: <b>CHERRY VALLEY</b>	<b>CA</b>
6/4/2012	885314	126.08	RETIREE MED MAY 12, PD JUN 12	126.08
<b>Vendor Total</b>		<b>126.08</b>		
<b>FYTD for BARNES, DARLENE</b>		<b>1,348.78</b>		
<b>BAUTISTA, JOSEPH C.</b>				
			Remit to: <b>FONTANA</b>	<b>CA</b>
6/4/2012	885315	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885538	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for BAUTISTA, JOSEPH C.</b>		<b>4,114.33</b>		
<b>BECKNER, PATRICK</b>				
			Remit to: <b>MURRIETA</b>	<b>CA</b>
6/28/2012	213438	1,475.60	RETIREE MED DENT DEC-FEB, M/C	1,475.60
<b>Vendor Total</b>		<b>1,475.60</b>		
<b>FYTD for BECKNER, PATRICK</b>		<b>3,009.92</b>		
<b>BEDOYA, SONIA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	213035	10.00	REFUND-TIME 4 TOTS GRAD GOWN	10.00
<b>Vendor Total</b>		<b>10.00</b>		
<b>FYTD for BEDOYA, SONIA</b>		<b>10.00</b>		



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<b>BELLAMY, DENISE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	213036	650.00		
			REFUND-TOWNGATE CTR	100.00
			REFUND-TOWNGATE CTR	150.00
			REFUND-TOWNGATE CTR	100.00
			REFUND-TOWNGATE CTR	300.00

Vendor Total **650.00**

<b>FYTD for BELLAMY, DENISE</b>	<b>650.00</b>
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<b>BEMUS LANDSCAPE, INC.</b>				
			Remit to: <b>SAN CLEMENTE</b>	<b>CA</b>
6/11/2012	885415	15,028.33		
			TURF & DIRT REMOVAL @ CRC	1,944.00
			LANDSCAPE MAINT-CRC	280.00
			LANDSCAPE MAINT-S AQDCT "A"	662.00
			LANDSCAPE MAINT-SENIOR CNTR	236.00
			LANDSCAPE MAINT-N AQDCT	473.00
			LANDSCAPE MAINT-S AQDCT "A"	765.50
			LANDSCAPE MAINT-SCE/OLD LAKE	1,575.00
			LANDSCAPE MAINT-PATRIOT PARK	360.00
			LANDSCAPE MAINT-BAY/JFK AQDCT	1,710.00
			LANDSCAPE MAINT-BIKE AQDCT	360.00
			LANDSCAPE MAINT-PAN AM/AQDCT	540.00
			LANDSCAPE MAINT-FORMER STARS	260.00
			LANDSCAPE MAINT-MVU SUBSTN	567.00
			LANDSCAPE MAINT-MVU	432.00
			LANDSCAPE MAINT-TOWNGATE CNTR	180.00
			LANDSCAPE MAINT-TOWNGATE AQDCT	735.00
			LANDSCAPE MAINT-LIBRARY	468.00
			LANDSCAPE MAINT-CRC	1,710.00
			LANDSCAPE MAINT-PSB	1,077.83
			LANDSCAPE MAINT-ANIMAL SVCS	468.00
			LANDSCAPE MAINT-CITY YARD	225.00

6/18/2012 885450 4,174.30

LANDSCAPE MAINT-VETERANS MMRL	225.00
LANDSCAPE MAINT-FIRE STNS	2,835.00
LANDSCAPE MAINT-CITY HALL	893.30
LANDSCAPE MAINT-ANNEX	221.00

Vendor Total **19,202.63**

<b>FYTD for BEMUS LANDSCAPE, INC.</b>	<b>389,345.57</b>
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<b>BEST, BEST &amp; KRIEGER, LLP</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/4/2012	885316	8,105.00		
			LEGAL SVCS	8,105.00
6/28/2012	885541	217.50		
			LEGAL SVCS	60.00
			LEGAL SVCS	157.50

Vendor Total **8,322.50**

<b>FYTD for BEST, BEST &amp; KRIEGER, LLP</b>	<b>9,443.00</b>
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# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BILL, MONICA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/28/2012	213286	232.50		
			REFUND-CLASS REGIS FEE	232.50
<b>Vendor Total</b>		<b>232.50</b>		
<b>FYTD for BILL, MONICA</b>		<b>232.50</b>		
<b>BIO-TOX LABORATORIES</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
6/4/2012	212941	6,423.78		
			TOXICOLOGY TESTS-POLICE	1,389.48
			TOXICOLOGY TESTS-POLICE	5,034.30
<b>Vendor Total</b>		<b>6,423.78</b>		
<b>FYTD for BIO-TOX LABORATORIES</b>		<b>105,514.52</b>		
<b>BLAIR, CHERYL</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
6/18/2012	213116	54.00		
			INSTRUCTOR SVCS-BELLY DANCE	54.00
<b>Vendor Total</b>		<b>54.00</b>		
<b>FYTD for BLAIR, CHERYL</b>		<b>870.00</b>		
<b>BRAUN BLAISING MCLAUGHLIN</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b> <b>CA</b>	
6/25/2012	213203	22,411.89		
			LEGAL SVCS-ST LIGHT SETTLEMNT	16,169.89
			LEGAL SVCS-ST LIGHT SETTLEMNT	6,242.00
6/28/2012	213287	2,867.33		
			LEGAL SVCS	2,867.33
<b>Vendor Total</b>		<b>25,279.22</b>		
<b>FYTD for BRAUN BLAISING MCLAUGHLIN</b>		<b>182,332.67</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BRODART CO.</b>				
6/4/2012	885317	4,350.44	Remit to: <b>WILLIAMSPORT PA</b>	
			MISC BOOKS-LIBRARY	112.56
			MISC BOOKS-LIBRARY	22.40
			MISC BOOKS-LIBRARY	22.97
			MISC BOOKS-LIBRARY	60.78
			MISC BOOKS-LIBRARY	57.08
			MISC BOOKS-LIBRARY	40.40
			MISC BOOKS-LIBRARY	19.96
			MISC BOOKS-LIBRARY	27.31
			MISC BOOKS-LIBRARY	65.87
			MISC BOOKS-LIBRARY	35.84
			MISC BOOKS-LIBRARY	21.20
			MISC BOOKS-LIBRARY	256.18
			MISC BOOKS-LIBRARY	43.98
			MISC BOOKS-LIBRARY	24.20
			MISC BOOKS-LIBRARY	21.20
			MISC BOOKS-LIBRARY	16.27
			MISC BOOKS-LIBRARY	43.08
			MISC BOOKS-LIBRARY	518.34
			MISC BOOKS-LIBRARY	76.10
			MISC BOOKS-LIBRARY	47.06
			MISC BOOKS-LIBRARY	32.78
			MISC BOOKS-LIBRARY	62.00
			MISC BOOKS-LIBRARY	27.31
			MISC BOOKS-LIBRARY	95.55
			MISC BOOKS-LIBRARY	16.27
			MISC BOOKS-LIBRARY	39.21
			MISC BOOKS-LIBRARY	315.85
			MISC BOOKS-LIBRARY	39.81
			MISC BOOKS-LIBRARY	28.40
			MISC BOOKS-LIBRARY	20.61
			MISC BOOKS-LIBRARY	61.96
			MISC BOOKS-LIBRARY	245.07
			MISC BOOKS-LIBRARY	573.91
			MISC BOOKS-LIBRARY	18.92
			MISC BOOKS-LIBRARY	42.17
			MISC BOOKS-LIBRARY	757.79
			MISC BOOKS-LIBRARY	21.20
			MISC BOOKS-LIBRARY	65.79
			MISC BOOKS-LIBRARY	22.99
			MISC BOOKS-LIBRARY	154.93
			MISC BOOKS-LIBRARY	52.61
			MISC BOOKS-LIBRARY	21.78
			MISC BOOKS-LIBRARY	71.44
			MISC BOOKS-LIBRARY	29.31
6/28/2012	885542	3,924.99		
			MISC BOOKS-LIBRARY	118.07
			MISC BOOKS-LIBRARY	106.66
			MISC BOOKS-LIBRARY	16.27
			MISC BOOKS-LIBRARY	21.81
			MISC BOOKS-LIBRARY	29.16
			MISC BOOKS-LIBRARY	111.90
			MISC BOOKS-LIBRARY	23.65



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			MISC BOOKS-LIBRARY	39.81
			MISC BOOKS-LIBRARY	171.21
			MISC BOOKS-LIBRARY	22.99
			MISC BOOKS-LIBRARY	48.90
			MISC BOOKS-LIBRARY	255.85
			MISC BOOKS-LIBRARY	22.97
			MISC BOOKS-LIBRARY	28.20
			MISC BOOKS-LIBRARY	22.38
			MISC BOOKS-LIBRARY	21.20
			MISC BOOKS-LIBRARY	16.92
			MISC BOOKS-LIBRARY	41.78
			MISC BOOKS-LIBRARY	107.77
			MISC BOOKS-LIBRARY	16.27
			MISC BOOKS-LIBRARY	50.79
			MISC BOOKS-LIBRARY	85.23
			MISC BOOKS-LIBRARY	265.51
			MISC BOOKS-LIBRARY	41.00
			MISC BOOKS-LIBRARY	24.53
			MISC BOOKS-LIBRARY	16.28
			MISC BOOKS-LIBRARY	63.16
			MISC BOOKS-LIBRARY	91.46
			MISC BOOKS-LIBRARY	24.53
			MISC BOOKS-LIBRARY	48.31
			MISC BOOKS-LIBRARY	144.61
			MISC BOOKS-LIBRARY	30.07
			MISC BOOKS-LIBRARY	29.15
			MISC BOOKS-LIBRARY	42.75
			MISC BOOKS-LIBRARY	21.81
			MISC BOOKS-LIBRARY	22.99
			MISC BOOKS-LIBRARY	21.20
			MISC BOOKS-LIBRARY	20.00
			MISC BOOKS-LIBRARY	21.81
			MISC BOOKS-LIBRARY	76.99
			MISC BOOKS-LIBRARY	12.93
			MISC BOOKS-LIBRARY	18.62
			MISC BOOKS-LIBRARY	32.78
			MISC BOOKS-LIBRARY	14.49
			MISC BOOKS-LIBRARY	6.20
			MISC BOOKS-LIBRARY	59.96
			MISC BOOKS-LIBRARY	26.27
			MISC BOOKS-LIBRARY	22.40
			MISC BOOKS-LIBRARY	397.12
			MISC BOOKS-LIBRARY	41.58
			MISC BOOKS-LIBRARY	40.98
			MISC BOOKS-LIBRARY	131.78
			MISC BOOKS-LIBRARY	29.16
			MISC BOOKS-LIBRARY	24.53
			MISC BOOKS-LIBRARY	23.00
			MISC BOOKS-LIBRARY	52.10
			MISC BOOKS-LIBRARY	32.78
			MISC BOOKS-LIBRARY	135.20
			MISC BOOKS-LIBRARY	16.28
			MISC BOOKS-LIBRARY	15.38
			MISC BOOKS-LIBRARY	332.38
			MISC BOOKS-LIBRARY	73.12



# City of Moreno Valley

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For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>Vendor Total</b>		<b>8,275.43</b>		
<b>FYTD for BRODART CO.</b>		<b>40,041.42</b>		
<b>BUCKINGHAM, STAN</b>				
			<u>Remit to:</u> <b>TEMECULA</b>	<b>CA</b>
6/4/2012	212942	318.73	RETIREE MED JUN '12	318.73
6/28/2012	213288	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for BUCKINGHAM, STAN</b>		<b>4,143.49</b>		
<b>C.A.P.E. ACCOUNTING</b>				
			<u>Remit to:</u> <b>SALINAS</b>	<b>CA</b>
6/18/2012	213117	90.00	MEMBERSHIP FEES-FY12/13	45.00
			MEMBERSHIP FEES-FY12/13	45.00
<b>Vendor Total</b>		<b>90.00</b>		
<b>FYTD for C.A.P.E. ACCOUNTING</b>		<b>90.00</b>		
<b>CA CONSTRUCTION &amp; EVOLUTION MECHANICAL</b>				
			<u>Remit to:</u> <b>BUENA PARK</b>	<b>CA</b>
6/28/2012	213289	1,990.00	RET/STOP NOTICE PYMT-PSB PROJ	1,990.00
<b>Vendor Total</b>		<b>1,990.00</b>		
<b>FYTD for CA CONSTRUCTION &amp; EVOLUTION MECHANICAL</b>		<b>1,990.00</b>		
<b>CAIN, GREGORY</b>				
			<u>Remit to:</u> <b>TAMPA</b>	<b>FL</b>
6/4/2012	885318	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885543	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for CAIN, GREGORY</b>		<b>4,143.49</b>		
<b>CALDERON, BRENDA/JOSH</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/28/2012	213290	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for CALDERON, BRENDA/JOSH</b>		<b>20.00</b>		
<b>CALDERON, ROSA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	213038	60.00	REFUND-CLASS REGIS FEE	60.00
<b>Vendor Total</b>		<b>60.00</b>		
<b>FYTD for CALDERON, ROSA</b>		<b>60.00</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CALIFORNIA MUNICIPAL STATISTICS, INC. V1</b>				
			<u>Remit to:</u> <b>OAKLAND</b> <b>CA</b>	
6/25/2012	213204	0.00		
			SOLID WASTE DELINQ. PASS THRU	935,468.84
			VOIDED CHECK #213204 - 6/26/12	-113,472.37
			VOIDED CHECK #213204 - 6/26/12	-935,468.84
			SOLID WASTE DELINQ. PASS THRU	113,472.37
<b>Vendor Total</b>		<b>0.00</b>		
<b>FYTD for CALIFORNIA MUNICIPAL STATISTICS, INC. V1</b>		<b>450.00</b>		
<b>CALIFORNIA MUNICIPAL UTILITIES ASSOC.</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b> <b>CA</b>	
6/28/2012	213291	7,000.00		
			ENERGY EFFICIENCY TRGT STUDY	7,000.00
<b>Vendor Total</b>		<b>7,000.00</b>		
<b>FYTD for CALIFORNIA MUNICIPAL UTILITIES ASSOC.</b>		<b>12,841.82</b>		
<b>CALIFORNIA WATERSHED ENGINEERING CORP.</b>				
			<u>Remit to:</u> <b>ANAHEIM</b> <b>CA</b>	
6/4/2012	885319	358.50		
			PLAN CHECK SVCS-WQMP	358.50
<b>Vendor Total</b>		<b>358.50</b>		
<b>FYTD for CALIFORNIA WATERSHED ENGINEERING CORP.</b>		<b>37,525.00</b>		
<b>CANNON, ANA M.</b>				
			<u>Remit to:</u> <b>HASLET</b> <b>TX</b>	
6/4/2012	885320	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885544	318.73		
			RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for CANNON, ANA M.</b>		<b>4,143.49</b>		
<b>CANON BUSINESS SOLUTIONS, INC.</b>				
			<u>Remit to:</u> <b>BURLINGTON</b> <b>NJ</b>	
6/4/2012	885321	23,509.97		
			COPIER SVC	21,819.00
			SALES TAX	1,690.97
<b>Vendor Total</b>		<b>23,509.97</b>		
<b>FYTD for CANON BUSINESS SOLUTIONS, INC.</b>		<b>84,261.38</b>		
<b>CARDNO TEC, INC.</b>				
			<u>Remit to:</u> <b>TUSCON</b> <b>AZ</b>	
6/25/2012	213205	377.50		
			REFUND-RENTAL DEPOSIT-CRC	377.50
<b>Vendor Total</b>		<b>377.50</b>		
<b>FYTD for CARDNO TEC, INC.</b>		<b>377.50</b>		



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<b>CARSON TRAILER, INC.</b>				
6/4/2012	213027	2,821.45	Remit to: <b>BEAUMONT</b> <b>CA</b>	
			TRAILER 6'X10' #160612	2,535.00
			DMV DOC FEE	45.00
			TIRE FEE	3.50
			PTI REGISTRATION 5-YR	38.00
			SALES TAX	199.95
<b>Vendor Total</b>		<b>2,821.45</b>		
<b>FYTD for CARSON TRAILER, INC.</b>		<b>2,821.45</b>		
<b>CARTER, ROSALYN</b>				
6/28/2012	885545	637.46	Remit to: <b>MORENO VALLEY</b> <b>CA</b>	
			RETIREE MED MAY-JUN 12, PD JUN	637.46
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for CARTER, ROSALYN</b>		<b>4,143.49</b>		
<b>CASA FOR RIVERSIDE COUNTY, INC.</b>				
6/18/2012	885451	1,003.76	Remit to: <b>INDIO</b> <b>CA</b>	
			COURT APPOINTED SPECIAL PRGRM	1,003.76
<b>Vendor Total</b>		<b>1,003.76</b>		
<b>FYTD for CASA FOR RIVERSIDE COUNTY, INC.</b>		<b>15,120.88</b>		
<b>CASON, CHARITY</b>				
6/25/2012	213206	175.00	Remit to: <b>MORENO VALLEY</b> <b>CA</b>	
			REFUND-RENTAL DEPOSIT-TOWNGATE	175.00
<b>Vendor Total</b>		<b>175.00</b>		
<b>FYTD for CASON, CHARITY</b>		<b>175.00</b>		
<b>CASTILLO, LUCERO</b>				
6/28/2012	213292	8,461.34	Remit to: <b>MORENO VALLEY</b> <b>CA</b>	
			FEDERAL RELOCATION ASSISTANCE	8,461.34
<b>Vendor Total</b>		<b>8,461.34</b>		
<b>FYTD for CASTILLO, LUCERO</b>		<b>20,790.02</b>		
<b>CASTILLO-PEREZ, ELIZABETH</b>				
6/28/2012	213293	75.00	Remit to: <b>MORENO VALLEY</b> <b>CA</b>	
			REFUND-CLASS REGIS FEE	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for CASTILLO-PEREZ, ELIZABETH</b>		<b>75.00</b>		



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<b>CAVENAUGH &amp; ASSOCIATES</b>				
			<u>Remit to:</u> <b>YREKA</b>	<b>CA</b>
6/28/2012	885546	549.00	D.U.I. SEMINAR JUL16-20, 2012	549.00
<b>Vendor Total</b>		<b>549.00</b>		
<b>FYTD for CAVENAUGH &amp; ASSOCIATES</b>		<b>3,044.00</b>		
<b>CEDILLO, VERONICA</b>				
			<u>Remit to:</u> <b>NUEVO</b>	<b>CA</b>
6/11/2012	213039	300.00	REFUND-DEPOSIT SENIOR CTR	100.00
			REFUND-DEPOSIT SENIOR CTR	200.00
<b>Vendor Total</b>		<b>300.00</b>		
<b>FYTD for CEDILLO, VERONICA</b>		<b>300.00</b>		
<b>CENTRAL FIRE EXTINGUISHER COMPANY</b>				
			<u>Remit to:</u> <b>FONTANA</b>	<b>CA</b>
6/4/2012	212943	51.00	REPAIR/RECHARGE EXTNGHR-STN 91	51.00
<b>Vendor Total</b>		<b>51.00</b>		
<b>FYTD for CENTRAL FIRE EXTINGUISHER COMPANY</b>		<b>2,188.78</b>		
<b>CHANCY, CHIZURU</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	213040	220.20	INSTRUCTOR SVCS-HAWAIIAN DANCE	45.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	105.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	70.20
6/28/2012	213294	241.80	INSTRUCTOR SVCS-HAWAIIAN DANCE	75.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	120.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
<b>Vendor Total</b>		<b>462.00</b>		
<b>FYTD for CHANCY, CHIZURU</b>		<b>2,244.60</b>		
<b>CHANDLER ASSET MANAGEMENT, INC</b>				
			<u>Remit to:</u> <b>SAN DIEGO</b>	<b>CA</b>
6/18/2012	885452	8,649.00	FIXED INCOME INVESTMENT MGMT	8,649.00
<b>Vendor Total</b>		<b>8,649.00</b>		
<b>FYTD for CHANDLER ASSET MANAGEMENT, INC</b>		<b>105,659.00</b>		
<b>CHAPMAN, STEVE</b>				
			<u>Remit to:</u> <b>REDLANDS</b>	<b>CA</b>
6/4/2012	212944	318.73	RETIREE MED JUN '12	318.73
6/28/2012	213295	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for CHAPMAN, STEVE</b>		<b>4,143.49</b>		



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<b>CHAPPELL, ISAAC</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	885323	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885547	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for CHAPPELL, ISAAC</b>		<b>4,143.49</b>		
<b>CHASE, DONALD</b>				
			Remit to: <b>MARCH ARB</b>	<b>CA</b>
6/28/2012	213296	41.50	REFUND-GEN PLAN COPY & DVD	41.50
<b>Vendor Total</b>		<b>41.50</b>		
<b>FYTD for CHASE, DONALD</b>		<b>41.50</b>		
<b>CHIPMAN, CARYN</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
6/18/2012	213118	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for CHIPMAN, CARYN</b>		<b>75.00</b>		
<b>CHRISTIAN, OWEN</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	885324	225.99	RETIREE MED JUN '12	225.99
6/28/2012	885548	225.99	RETIREE MED JUL '12	225.99
<b>Vendor Total</b>		<b>451.98</b>		
<b>FYTD for CHRISTIAN, OWEN</b>		<b>2,961.21</b>		



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<b>CINTAS CORPORATION</b>			<u>Remit to:</u> <b>ONTARIO</b>	<b>CA</b>
6/4/2012	885325	34.55		
			UNIFORM RNTL SVC-FACILITIES	27.10
			UNIFORM RNTL SVC-FACILITIES	7.45
6/11/2012	885416	279.34		
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST MAINT	91.14
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-FACILITIES	17.28
6/18/2012	885453	75.30		
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
6/25/2012	885492	445.66		
			UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-ST MAINT	95.64
			UNIFORM RNTL SVC-ST MAINT	91.54
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-ST SWEEPING	8.88
6/28/2012	885549	727.29		
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-PARK MAINT	2.79



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST MAINT	91.54
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST MAINT	91.54
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-FACILITIES	17.28

Vendor Total **1,562.14**

<b>FYTD for CINTAS CORPORATION</b>	<b>16,289.49</b>
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CITY OF MORENO VALLEY VEBA TRUST			Remit to:	CA
6/4/2012	885326	2,030.00	EXEMPT VEBA	2,030.00
6/18/2012	885454	6,117.50	EXEMPT VEBA	6,117.50
6/28/2012	885550	4,543.98		2,020.00
				2,523.98

Vendor Total **12,691.48**

<b>FYTD for CITY OF MORENO VALLEY VEBA TRUST</b>	<b>96,180.30</b>
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CMTA INVESTMENT POLICY CERTIFICATION PRG			Remit to:	CA
6/11/2012	213041	175.00	INVESTMENT POLICY CERT. PRGM	175.00

Vendor Total **175.00**

<b>FYTD for CMTA INVESTMENT POLICY CERTIFICATION PRG</b>	<b>175.00</b>
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# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COLD STAR, INC.</b>				
			Remit to: <b>CHINO</b>	<b>CA</b>
6/28/2012	213297	479.48	4TH OF JULY SUPPLIES-ICE	479.48
<b>Vendor Total</b>		<b>479.48</b>		
<b>FYTD for COLD STAR, INC.</b>		<b>479.48</b>		
<b>COLLINS, COLLINS, MUIR &amp; STEWART, LLP</b>				
			Remit to: <b>SOUTH PASADENA</b>	<b>CA</b>
6/28/2012	213298	5,675.73	LEGAL SVCS	743.90
			LEGAL SVCS	4,931.83
<b>Vendor Total</b>		<b>5,675.73</b>		
<b>FYTD for COLLINS, COLLINS, MUIR &amp; STEWART, LLP</b>		<b>6,881.61</b>		
<b>COLONIAL SUPPLEMENTAL INSURANCE</b>				
			Remit to: <b>COLUMBIA</b>	<b>SC</b>
6/4/2012	212945	7,241.55	SUPPLEMENTAL INSURANCE	7,241.55
6/25/2012	213207	7,197.05	SUPPLEMENTAL INSURANCE	7,197.05
<b>Vendor Total</b>		<b>14,438.60</b>		
<b>FYTD for COLONIAL SUPPLEMENTAL INSURANCE</b>		<b>88,415.90</b>		
<b>COMMERCIAL DOOR METAL SYSTEMS, INC.</b>				
			Remit to: <b>CHINO</b>	<b>CA</b>
6/4/2012	212946	1,523.00	REMOVE/INSTALL DOOR-ANIMAL SVC	1,523.00
<b>Vendor Total</b>		<b>1,523.00</b>		
<b>FYTD for COMMERCIAL DOOR METAL SYSTEMS, INC.</b>		<b>1,523.00</b>		
<b>COMMUNICATION SUPPLY CORP.</b>				
			Remit to: <b>BUENA PARK</b>	<b>CA</b>
6/18/2012	213119	17,370.24	MATERIALS-FIBER OPTIC PROJECT	15,651.70
			SALES TAX	1,213.01
			MATERIALS-FIBER OPTIC PROJECT	489.49
			MATERIALS-FIBER OPTIC PROJECT	16.04
<b>Vendor Total</b>		<b>17,370.24</b>		
<b>FYTD for COMMUNICATION SUPPLY CORP.</b>		<b>54,759.29</b>		
<b>COMMUNITY ASSISTANCE PROGRAM - CAP</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/18/2012	885455	2,438.26	CAP FOOD DISTRIBUTION PRGRM	2,438.26
<b>Vendor Total</b>		<b>2,438.26</b>		
<b>FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP</b>		<b>36,450.47</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COMMUNITY CONNECT</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/18/2012	213120	94.23	"211" CALL CENTER INFORMATION	94.23
<b>Vendor Total</b>		<b>94.23</b>		
<b>FYTD for COMMUNITY CONNECT</b>		<b>4,899.26</b>		
<b>COMMUNITY HEALTH CHARITIES</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
6/4/2012	212947	142.00	CHC CONTRIBUTIONS	142.00
6/18/2012	213121	142.00	CHC CONTRIBUTIONS	142.00
6/28/2012	213299	142.00	CHC CONTRIBUTIONS	142.00
<b>Vendor Total</b>		<b>426.00</b>		
<b>FYTD for COMMUNITY HEALTH CHARITIES</b>		<b>5,776.34</b>		
<b>COMPETITIVE ASPHALT COATINGS, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/11/2012	213042	21,268.00	SLURRY SEAL & RE-STRIPE-C HALL	19,318.00
			ASPHALT WORK-C HALL PRKNG LOT	1,950.00
<b>Vendor Total</b>		<b>21,268.00</b>		
<b>FYTD for COMPETITIVE ASPHALT COATINGS, INC.</b>		<b>21,268.00</b>		
<b>COMPETITIVE STRIDE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/18/2012	213122	404.60	YOUTH/ADULT AWARDS	404.60
6/28/2012	213300	470.06	YOUTH AWARDS	450.00
			YOUTH AWARDS	20.06
<b>Vendor Total</b>		<b>874.66</b>		
<b>FYTD for COMPETITIVE STRIDE</b>		<b>4,506.72</b>		
<b>CONTINENTAL WESTERN TRANSPORTATION</b>				
			Remit to: <b>SAN DIEGO</b>	<b>CA</b>
6/25/2012	213208	11,298.80	ASPHALTIC MATERIALS-MAINT/OPS	3,958.57
			ASPHALTIC MATERIALS-MAINT/OPS	378.11
			ASPHALTIC MATERIALS-MAINT/OPS	6,962.12
6/28/2012	213301	8,349.60	ASPHALTIC MATERIALS-MAIN/OP'S	8,349.60
<b>Vendor Total</b>		<b>19,648.40</b>		
<b>FYTD for CONTINENTAL WESTERN TRANSPORTATION</b>		<b>32,442.08</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CONTROL TECHNOLOGIES</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
6/11/2012	213043	662.00		
			REPAIR DDC SYSTEM AT EOC	400.00
			REPAIR DDC SYSTEM AT EOC	262.00
<b>Vendor Total</b>		<b>662.00</b>		
<b>FYTD for CONTROL TECHNOLOGIES</b>		<b>662.00</b>		
<b>CORNERSTONE RECORDS MANAGEMENT, LLC</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/11/2012	213108	1,281.37		
			OFF-SITE STORAGE	1,281.37
6/18/2012	885456	1,672.86		
			RECORDS OFFSITE STORAGE	1,672.86
<b>Vendor Total</b>		<b>2,954.23</b>		
<b>FYTD for CORNERSTONE RECORDS MANAGEMENT, LLC</b>		<b>15,906.13</b>		
<b>COSEY JR., JAMES</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/28/2012	213302	165.00		
			INSTRUCTOR SVCS/T-CAP-YOUTH	198.00
			50% WITHHOLDING FOR CSS ORDER	-99.00
			INSTRUCTOR SVCS/T-CAP-YOUTH	132.00
			50% WITHHOLDING FOR CSS ORDER	-66.00
<b>Vendor Total</b>		<b>165.00</b>		
<b>FYTD for COSEY JR., JAMES</b>		<b>1,648.50</b>		
<b>COSIO, VANESSA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	212948	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for COSIO, VANESSA</b>		<b>75.00</b>		
<b>COSTCO</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/18/2012	213123	453.25		
			MISC SUPPLIES-"A CHILDS PLACE"	243.74
			MISC SUPPLIES-SKATE PARK	209.51
6/25/2012	213209	988.54		
			MISC SUPPLIES-"A CHILDS PLACE"	988.54
6/28/2012	213303	1,610.94		
			MISC SUPPLIES-"A CHILDS PLACE"	295.45
			MISC SUPPLIES-"A CHILDS PLACE"	970.11
			MISC SUPPLIES-SKATE PARK	345.38
<b>Vendor Total</b>		<b>3,052.73</b>		
<b>FYTD for COSTCO</b>		<b>19,047.30</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COUNTY OF RIVERSIDE</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/28/2012	213304	921.16	JANITORIAL SUPPLIES FOR PD	921.16
<b>Vendor Total</b>		<b>921.16</b>		
<b>FYTD for COUNTY OF RIVERSIDE</b>		<b>23,273.97</b>		
<b>COUNTY OF RIVERSIDE - RMAP</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/18/2012	213124	49.37	RECORDATION SVCS	49.37
<b>Vendor Total</b>		<b>49.37</b>		
<b>FYTD for COUNTY OF RIVERSIDE - RMAP</b>		<b>631.34</b>		
<b>CREATIVE PROMOTIONAL IDEAS</b>				
			<u>Remit to:</u> <b>UPLAND</b>	<b>CA</b>
6/28/2012	213306	21,562.38	TOTE BAG & ART WORK PROOF	18,015.00
			FREIGHT	2,152.38
			SALES TAX	1,395.00
<b>Vendor Total</b>		<b>21,562.38</b>		
<b>FYTD for CREATIVE PROMOTIONAL IDEAS</b>		<b>21,562.38</b>		
<b>CRIME SCENE STERI-CLEAN, LLC</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA</b>	<b>CA</b>
6/4/2012	212949	750.00	BIO-HAZARD CLEAN-UP FOR PD	750.00
<b>Vendor Total</b>		<b>750.00</b>		
<b>FYTD for CRIME SCENE STERI-CLEAN, LLC</b>		<b>2,640.00</b>		
<b>CRUZ, MICHAEL</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/25/2012	213210	159.84	MILEAGE REIMB-CFED WEST CONF.	159.84
<b>Vendor Total</b>		<b>159.84</b>		
<b>FYTD for CRUZ, MICHAEL</b>		<b>667.53</b>		
<b>CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/11/2012	213045	871.00	ENVIRONMENTAL HEALTH PERMIT	871.00
<b>Vendor Total</b>		<b>871.00</b>		
<b>FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH</b>		<b>25,291.83</b>		
<b>D &amp; D SERVICES DBA D &amp; D DISPOSAL, INC.</b>				
			<u>Remit to:</u> <b>VALENCIA</b>	<b>CA</b>
6/28/2012	213307	745.00	DECEASED ANIMAL RMVL	745.00
<b>Vendor Total</b>		<b>745.00</b>		
<b>FYTD for D &amp; D SERVICES DBA D &amp; D DISPOSAL, INC.</b>		<b>8,940.00</b>		



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<b>DALE, KATHLEEN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/4/2012	885327	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885551	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for DALE, KATHLEEN</b>		<b>4,143.49</b>		
<b>DALLAS, MELY C.</b>				
			<u>Remit to:</u> <b>SUN CITY</b> <b>CA</b>	
6/25/2012	213277	264.00	RETIREE MEDICAL REIMBURSEMENT	264.00
6/28/2012	885552	288.00	RETIREE MED JUN 12, PD JUL 12	288.00
<b>Vendor Total</b>		<b>552.00</b>		
<b>FYTD for DALLAS, MELY C.</b>		<b>552.00</b>		
<b>DATA TICKET, INC.</b>				
			<u>Remit to:</u> <b>NEWPORT BEACH</b> <b>CA</b>	
6/4/2012	885328	2,234.65	CITATION PROCESSING-POLICE	2,234.65
<b>Vendor Total</b>		<b>2,234.65</b>		
<b>FYTD for DATA TICKET, INC.</b>		<b>311,710.82</b>		
<b>DATAQUICK CORPORATE HEADQUARTERS</b>				
			<u>Remit to:</u> <b>SAN DIEGO</b> <b>CA</b>	
6/25/2012	213211	130.50	SOFTWARE/ONLINE SUBSCRIPTION	130.50
<b>Vendor Total</b>		<b>130.50</b>		
<b>FYTD for DATAQUICK CORPORATE HEADQUARTERS</b>		<b>1,566.00</b>		
<b>DEBINAIRE COMPANY</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
6/28/2012	213308	140.00	BOILER MAINT-EOC	140.00
<b>Vendor Total</b>		<b>140.00</b>		
<b>FYTD for DEBINAIRE COMPANY</b>		<b>3,372.04</b>		
<b>DELEOS, EDGARDO</b>				
			<u>Remit to:</u> <b>LA MIRADA</b> <b>CA</b>	
6/25/2012	213212	422.48	REFUND-DISMSD ADMIN CITATION	422.48
<b>Vendor Total</b>		<b>422.48</b>		
<b>FYTD for DELEOS, EDGARDO</b>		<b>422.48</b>		



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<b>DELTA DENTAL</b>				
6/11/2012	885419	10,203.24	Remit to: <b>SAN FRANCISCO</b> <b>CA</b> EMPLOYEE DENTAL INSURANCE	10,203.24
<b>Vendor Total</b>		<b>10,203.24</b>		
<b>FYTD for DELTA DENTAL</b>		<b>125,330.02</b>		
<b>DELTACARE USA</b>				
6/18/2012	213125	5,804.75	Remit to: <b>LOS ANGELES</b> <b>CA</b> EMPLOYEE DENTAL INSURANCE	5,804.75
<b>Vendor Total</b>		<b>5,804.75</b>		
<b>FYTD for DELTACARE USA</b>		<b>74,115.66</b>		
<b>DENNEY, ANDREW</b>				
6/25/2012	213213	100.00	Remit to: <b>MORENO VALLEY</b> <b>CA</b> TEEN BAND-TEEN STAGE JULY 4TH	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for DENNEY, ANDREW</b>		<b>100.00</b>		
<b>DENNIS GRUBB &amp; ASSOCIATES, LLC</b>				
6/4/2012	885329	6,160.00	Remit to: <b>MIRA LOMA</b> <b>CA</b> FIRE INSPECTION SVCS	6,160.00
<b>Vendor Total</b>		<b>6,160.00</b>		
<b>FYTD for DENNIS GRUBB &amp; ASSOCIATES, LLC</b>		<b>180,650.00</b>		
<b>DEPARTMENT OF ENVIRONMENTAL HEALTH</b>				
6/13/2012	213111	274.00	Remit to: <b>HEMET</b> <b>CA</b> HEALTH PERMIT FEE-JUL 4 EVENT	274.00
<b>Vendor Total</b>		<b>274.00</b>		
<b>FYTD for DEPARTMENT OF ENVIRONMENTAL HEALTH</b>		<b>274.00</b>		
<b>DHA CONSULTING</b>				
6/11/2012	213046	1,680.00	Remit to: <b>LONG BEACH</b> <b>CA</b> CONSULTING SVC-AB26 COMPLIANCE	1,680.00
<b>Vendor Total</b>		<b>1,680.00</b>		
<b>FYTD for DHA CONSULTING</b>		<b>4,320.00</b>		
<b>DIGITAL TELECOMMUNICATIONS CORP.</b>				
6/4/2012	885330	10,850.00	Remit to: <b>VAN NUYS</b> <b>CA</b> VOICEMAIL MAINT RENEWAL	10,850.00
<b>Vendor Total</b>		<b>10,850.00</b>		
<b>FYTD for DIGITAL TELECOMMUNICATIONS CORP.</b>		<b>10,850.00</b>		



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<b>DIVISION OF LABOR STANDARDS ENFORCMENT</b>				
			<u>Remit to:</u> <b>LONG BEACH</b> <b>CA</b>	
6/11/2012	213047	9,018.52	SETTLEMENT OF ASSESSMENT	9,018.52
<b>Vendor Total</b>		<b>9,018.52</b>		
<b>FYTD for DIVISION OF LABOR STANDARDS ENFORCMENT</b>		<b>9,018.52</b>		
<b>DLS LANDSCAPE, INC</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
6/28/2012	885555	11,475.00	LANDSCAPE MAINT-CFD #1	2,052.00
			LANDSCAPE MAINT-ZONE A	9,423.00
<b>Vendor Total</b>		<b>11,475.00</b>		
<b>FYTD for DLS LANDSCAPE, INC</b>		<b>141,246.00</b>		
<b>DMC DESIGN GROUP, INC</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
6/28/2012	213309	8,280.75	CONSULTANT ADMIN SVCS-CAP PROJ	8,280.75
<b>Vendor Total</b>		<b>8,280.75</b>		
<b>FYTD for DMC DESIGN GROUP, INC</b>		<b>307,550.99</b>		
<b>DONNA, BELLA</b>				
			<u>Remit to:</u> <b>OAK PARK</b> <b>CA</b>	
6/28/2012	213310	2,000.00	ENTERTAINMENT FOR 4TH OF JULY	2,000.00
<b>Vendor Total</b>		<b>2,000.00</b>		
<b>FYTD for DONNA, BELLA</b>		<b>2,000.00</b>		
<b>DORY, ALLEEN F.</b>				
			<u>Remit to:</u> <b>HEMET</b> <b>CA</b>	
6/4/2012	212950	225.99	RETIREE MED JUN '12	225.99
6/28/2012	213311	225.99	RETIREE MED JUL '12	225.99
<b>Vendor Total</b>		<b>451.98</b>		
<b>FYTD for DORY, ALLEEN F.</b>		<b>4,027.41</b>		
<b>DTSC-DEPT OF TOXIC SUBSTANCES CONTROL</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b> <b>CA</b>	
6/25/2012	213214	7.50	2011 MANIFEST FEE	7.50
<b>Vendor Total</b>		<b>7.50</b>		
<b>FYTD for DTSC-DEPT OF TOXIC SUBSTANCES CONTROL</b>		<b>7.50</b>		



# City of Moreno Valley

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<b>DURAN, BLANCA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	213048	273.00		
			INSTRUCTOR SVCS-FOLK DANCE	273.00
6/28/2012	213312	252.00		
			INSTRUCTOR SVCS-FOLK DANCE	252.00
<b>Vendor Total</b>		<b>525.00</b>		
<b>FYTD for DURAN, BLANCA</b>		<b>2,856.00</b>		
<b>DUVAL, ROBERTA</b>				
			<u>Remit to:</u> <b>SUN CITY</b>	<b>CA</b>
6/18/2012	213126	396.00		
			INSTRUCTOR SVCS-CPR	396.00
6/25/2012	213215	360.00		
			INSTRUCTOR SVCS-CPR	360.00
<b>Vendor Total</b>		<b>756.00</b>		
<b>FYTD for DUVAL, ROBERTA</b>		<b>3,741.00</b>		
<b>E.R. BLOCK PLUMBING &amp; HEATING, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/4/2012	885331	180.00		
			BACKFLOW DEVICE TESTS-ZONE E-2	60.00
			BACKFLOW DEVICE TESTS-ZONE E-3	40.00
			BACKFLOW DEVICE TEST-ZONE E-8	20.00
			BACKFLOW DEVICE TESTS-ZONE M	60.00
6/11/2012	885420	140.00		
			BACKFLOW DEVICE TEST-CFD#1	40.00
			BACKFLOW DEVICE TEST-FS#6	20.00
			BACKFLOW DEVICE TESTS-ZONE M	80.00
<b>Vendor Total</b>		<b>320.00</b>		
<b>FYTD for E.R. BLOCK PLUMBING &amp; HEATING, INC.</b>		<b>41,020.76</b>		
<b>EASTERN MUNICIPAL WATER DISTRICT</b>				
			<u>Remit to:</u> <b>PERRIS</b>	<b>CA</b>
6/11/2012	213049	1,773.19		
			WATER CHARGES	27.03
			WATER CHARGES	10.03
			WATER CHARGES	1,736.13
6/11/2012	213053	2,982.75		
			CO# 68357-CROSS/VALVE RELOCAT.	2,982.75
6/18/2012	213127	4,974.60		
			SEWER FEE DEPOSIT-CORP YRD PRJ	4,974.60
<b>Vendor Total</b>		<b>9,730.54</b>		
<b>FYTD for EASTERN MUNICIPAL WATER DISTRICT</b>		<b>1,893,005.22</b>		



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<b>EDGELANE MOBILE PARK</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
6/25/2012	885494	40.54		
			REFUND-UUT FOR EXEMPT RESIDNTS	40.54
6/28/2012	885556	42.94		
			REFUND-UUT FOR EXEMPT RESIDNTS	42.94
<b>Vendor Total</b>		<b>83.48</b>		
<b>FYTD for EDGELANE MOBILE PARK</b>		<b>523.51</b>		
<b>EES CONSULTING, INC.</b>				
			Remit to: <b>KIRKLAND</b>	<b>WA</b>
6/25/2012	213217	6,749.89		
			CONSULTING SVCS-MVU	6,749.89
<b>Vendor Total</b>		<b>6,749.89</b>		
<b>FYTD for EES CONSULTING, INC.</b>		<b>50,626.33</b>		
<b>EGGERSTEN, ANNE</b>				
			Remit to: <b>RANCHO MIRAGE</b>	<b>CA</b>
6/4/2012	212952	320.43		
			RETIREE MED JUN '12	320.43
6/28/2012	213314	320.43		
			RETIREE MED JUL '12	320.43
<b>Vendor Total</b>		<b>640.86</b>		
<b>FYTD for EGGERSTEN, ANNE</b>		<b>4,196.97</b>		
<b>EMPIRE OFFICE MACHINES</b>				
			Remit to: <b>SAN BERNARDINO</b>	<b>CA</b>
6/25/2012	213219	112.27		
			REPAIR SVCS-2 IBM TYPEWRITERS	112.27
<b>Vendor Total</b>		<b>112.27</b>		
<b>FYTD for EMPIRE OFFICE MACHINES</b>		<b>264.27</b>		
<b>ENCO UTILITY SERVICES MORENO VALLEY LLC</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
6/4/2012	885332	14,136.88		
			MVU WORK AUTHORIZATION 40-251B	182.58
			MVU WORK AUTHORIZATION 40-250B	347.08
			MVU WORK AUTHORIZATION 40-249B	1,668.04
			MVU WORK AUTHORIZATION 40-243B	121.72
			MVU WORK AUTHORIZATION 40-265	1,120.06
			MVU WORK AUTHORIZATION 40-242A	504.07
			MVU WORK AUTHORIZATION 40-247A	6,159.02
			MVU WORK AUTHORIZATION 40-266	466.75
			MVU WORK AUTHORIZATION 40-270A	632.90
			MVU WORK AUTHORIZATION 40-270B	50.61
			MVU WORK AUTHORIZATION 40-272	2,884.05
6/18/2012	885457	425.00		
			ELECTRIC METER CHARGES	425.00
<b>Vendor Total</b>		<b>14,561.88</b>		
<b>FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC</b>		<b>2,630,109.02</b>		



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<b>ENTENMANN-ROVIN COMPANY, INC.</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
6/28/2012	213315	944.96		
			MVPD 153-1 TT DOME BADGES	154.53
			MVPD 153-1 TT POST/PEG BADGES	201.30
			MVPD 153-1 TT DOME BADGES	589.13
<b>Vendor Total</b>		<b>944.96</b>		
<b>FYTD for ENTENMANN-ROVIN COMPANY, INC.</b>		<b>944.96</b>		
<b>ENTERPRISE MEDIA</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/28/2012	213316	7,650.48		
			FORECLOSURE PREVNTN ADS-MAY'12	5,816.23
			FORECLOSURE PREVNTN ADS-APR'12	1,609.25
			FORECLOSURE PREVNTN ADS-APR'12	225.00
<b>Vendor Total</b>		<b>7,650.48</b>		
<b>FYTD for ENTERPRISE MEDIA</b>		<b>9,390.08</b>		
<b>ENVIRONMENTAL &amp; REGULATORY SPECIALST,INC</b>				
			Remit to: <b>NEWPORT BEACH</b>	<b>CA</b>
6/28/2012	885557	2,175.00		
			STREAMBED ALTERATION AGREEMENT	2,175.00
<b>Vendor Total</b>		<b>2,175.00</b>		
<b>FYTD for ENVIRONMENTAL &amp; REGULATORY SPECIALST,INC</b>		<b>4,495.00</b>		
<b>ERICSON, ROSE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/28/2012	213318	20.00		
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for ERICSON, ROSE</b>		<b>20.00</b>		
<b>EVANS ENGRAVING &amp; AWARDS</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	885333	30.17		
			PLAQUE-STAFF	28.00
			SALES TAX	2.17
6/11/2012	885421	497.81		
			NAMEPLATES & BADGES	32.33
			GOLDPLATED DOUBLE NAMEPLATES	432.00
			CALIF SALE TAX @ 7.75%	33.48
<b>Vendor Total</b>		<b>527.98</b>		
<b>FYTD for EVANS ENGRAVING &amp; AWARDS</b>		<b>4,443.19</b>		





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<b>EWING IRRIGATION PRODUCTS, INC.</b>				
			Remit to: <b>PHOENIX</b>	<b>AZ</b>
6/28/2012	213319	11,530.13		
			IRRIGATION PARTS/SUPPLY-PARKS	6.23
			IRRIGATION PARTS/SUPPLY-PARKS	632.01
			IRRIGATION PARTS/SUPPLY-CFD #1	1,638.25
			IRRIGATION PARTS/SUPPLY-CFD #1	9,000.00
			IRRIGATION PARTS/SUPPLY-PARKS	253.64
<b>Vendor Total</b>		<b>11,530.13</b>		
<b>FYTD for EWING IRRIGATION PRODUCTS, INC.</b>		<b>22,449.82</b>		
<b>EXCEL LANDSCAPE, INC</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
6/4/2012	212953	2,777.17		
			LANDSCAPE MAINT-ZONE E-7	2,777.17
6/25/2012	213220	2,777.17		
			LANDSCAPE MAINT-ZONE E-7	2,777.17
6/28/2012	213320	5,396.99		
			LANDSCAPE MAINT-WQCB	648.66
			LANDSCAPE MAINT-WQCB	2,667.39
			LANDSCAPE MAINT-WQCB	2,080.94
<b>Vendor Total</b>		<b>10,951.33</b>		
<b>FYTD for EXCEL LANDSCAPE, INC</b>		<b>101,654.93</b>		
<b>EXECUTIVE HOUSING</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	213055	30.00		
			REFUND-DUP CITATION PYMNT	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for EXECUTIVE HOUSING</b>		<b>30.00</b>		
<b>FAIR HOUSING COUNCIL OF RIV CO, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/18/2012	885458	3,635.90		
			FAIR HOUSING DISCRIMNTN SVCS	2,371.54
			LANDLORD/TENANT MEDIATN SVCS	1,264.36
6/28/2012	885558	3,870.62		
			FAIR HOUSING DISCRIMNTN SVCS	2,519.78
			LANDLORD/TENANT MEDIATN SVCS	1,350.84
<b>Vendor Total</b>		<b>7,506.52</b>		
<b>FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.</b>		<b>70,111.74</b>		
<b>FARRAR, CINDY</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/18/2012	213129	50.00		
			REFUND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for FARRAR, CINDY</b>		<b>50.00</b>		



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<b>FAST SIGNS</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/18/2012	213130	211.19	BANNER -VOTER REGIS CAMPAIGN	211.19
<b>Vendor Total</b>		<b>211.19</b>		
<b>FYTD for FAST SIGNS</b>		<b>372.82</b>		
<b>FEENSTRA, JOHN</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
6/4/2012	885334	361.25	RETIREE MED JUN '12	361.25
6/28/2012	885559	361.25	RETIREE MED JUL '12	361.25
<b>Vendor Total</b>		<b>722.50</b>		
<b>FYTD for FEENSTRA, JOHN</b>		<b>4,696.25</b>		
<b>FIRST AMERICAN CORE LOGIC, INC.</b>				
			Remit to: <b>SANTA ANA</b>	<b>CA</b>
6/28/2012	213322	664.00	REALQUEST ONLINE ACCESS-CODE	391.00
			REALQUEST ONLINE ACCESS-CEDD	103.00
			REALQUEST ONLINE ACCESS-N PRES	170.00
<b>Vendor Total</b>		<b>664.00</b>		
<b>FYTD for FIRST AMERICAN CORE LOGIC, INC.</b>		<b>7,272.00</b>		
<b>FIRST AMERICAN TITLE COMPANY</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/4/2012	212954	500.00	PRELIMINARY TITLE REPORT	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for FIRST AMERICAN TITLE COMPANY</b>		<b>830.00</b>		
<b>FIRST CHOICE SERVICES</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
6/18/2012	885459	662.14	COFFEE SVC-EMPLOYEE PAID	36.88
			COFFEE SVC-EMPLOYEE PAID	76.72
			COFFEE SVC-EMPLOYEE PAID	205.23
			COFFEE SVC-EMPLOYEE PAID	221.27
			COFFEE SVC-EMPLOYEE PAID	122.04
6/28/2012	885560	85.33	COFFEE SVC-EMPLOYEE PAID	85.33
<b>Vendor Total</b>		<b>747.47</b>		
<b>FYTD for FIRST CHOICE SERVICES</b>		<b>9,065.02</b>		



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<b>FITNESS 19 CA 155 11C</b>				
6/28/2012	213323	201.00	<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b> GYM MEMBERSHIP DEDUCTIONS	201.00
<b>Vendor Total</b>		<b>201.00</b>		
<b>FYTD for FITNESS 19 CA 155 11C</b>		<b>2,681.00</b>		
<b>FLOREZ, ROBERT</b>				
6/28/2012	213324	148.00	<u>Remit to:</u> <b>SUN CITY</b> <b>CA</b> TUITION FEE REIMBURSEMENT	148.00
<b>Vendor Total</b>		<b>148.00</b>		
<b>FYTD for FLOREZ, ROBERT</b>		<b>598.80</b>		
<b>FORM PRINT COMPANY FPC GRAPHICS</b>				
6/18/2012	213132	2,368.53	<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b> PRINT SVCS-CSD ANNUAL NOTICE	473.70
			PRINT SVCS-CSD ANNUAL NOTICE	473.70
			PRINT SVCS-CSD ANNUAL NOTICE	473.71
			PRINT SVCS-CSD ANNUAL NOTICE	473.71
			PRINT SVCS-CSD ANNUAL NOTICE	473.71
<b>Vendor Total</b>		<b>2,368.53</b>		
<b>FYTD for FORM PRINT COMPANY FPC GRAPHICS</b>		<b>6,690.50</b>		
<b>FOSTER, NANCY A.</b>				
6/4/2012	885335	318.73	<u>Remit to:</u> <b>GRASS VALLEY</b> <b>CA</b> RETIREE MED JUN '12	318.73
6/28/2012	885561	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for FOSTER, NANCY A.</b>		<b>4,143.49</b>		
<b>FRANCE PUBLICATIONS, INC</b>				
6/18/2012	213133	3,500.00	<u>Remit to:</u> <b>ATLANTA</b> <b>GA</b> ADVERTISING SVCS	3,500.00
<b>Vendor Total</b>		<b>3,500.00</b>		
<b>FYTD for FRANCE PUBLICATIONS, INC</b>		<b>3,500.00</b>		



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<b>FRANCHISE TAX BOARD</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
6/4/2012	212955	428.12		
			GARNISHMENT	100.00
			GARNISHMENT	153.12
			GARNISHMENT	25.00
			GARNISHMENT	150.00
6/18/2012	213134	175.00		
			GARNISHMENT	175.00
6/28/2012	213325	175.00		
			GARNISHMENT	25.00
			GARNISHMENT	150.00
<b>Vendor Total</b>		<b>778.12</b>		
<b>FYTD for FRANCHISE TAX BOARD</b>		<b>12,149.55</b>		
<b>FRANKLIN, L. C.</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
6/18/2012	213135	242.54		
			MILEAGE REIMBURSEMENT	242.54
<b>Vendor Total</b>		<b>242.54</b>		
<b>FYTD for FRANKLIN, L. C.</b>		<b>2,137.48</b>		
<b>FRAZEE INDUSTRIES, INC</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/25/2012	213222	1,167.06		
			PAINT/SUPPLIES-GRAFFITI RMVL	1,077.07
			PAINT/SUPPLIES-GRAFFITI RMVL	3,935.38
			CREDIT-PAINT-GRAFFITI RMVL	-3,845.39
6/28/2012	213326	3,017.34		
			PAINT/SUPPLIES-GRAFFITI RMVL	904.32
			TRAFFIC PAINT	597.37
			TRAFFIC PAINT	1,515.65
<b>Vendor Total</b>		<b>4,184.40</b>		
<b>FYTD for FRAZEE INDUSTRIES, INC</b>		<b>48,290.29</b>		
<b>FREDERICK, BARRY</b>				
			Remit to: <b>TEMECULA</b>	<b>CA</b>
6/28/2012	213327	250.00		
			JUDGING SVCS-2012 MV IDOL	50.00
			JUDGING SVCS-2012 MV IDOL	150.00
			JUDGING SVCS-2012 MV IDOL	50.00
<b>Vendor Total</b>		<b>250.00</b>		
<b>FYTD for FREDERICK, BARRY</b>		<b>250.00</b>		
<b>FRESH &amp; EASY NEIGHBORHOOD MARKET</b>				
			Remit to: <b>EL SEGUNDO</b>	<b>CA</b>
6/28/2012	213328	2,426.11		
			ENERGY EFFICIENCY INCENTIVE	2,426.11
<b>Vendor Total</b>		<b>2,426.11</b>		
<b>FYTD for FRESH &amp; EASY NEIGHBORHOOD MARKET</b>		<b>2,426.11</b>		



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<b>GAIL MATERIALS</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
6/11/2012	213056	2,034.10		
			DECOMPOSED GRANITE-CFD #1	2,034.10
<b>Vendor Total</b>		<b>2,034.10</b>		
<b>FYTD for GAIL MATERIALS</b>		<b>2,034.10</b>		
<b>GALLS INC., INLAND UNIFORM</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/4/2012	212956	926.65		
			DIGITAL CAMERAS-POLICE	860.00
			SALES TAX	66.65
6/18/2012	213136	411.90		
			UNIFORMS-POP TEAM	102.50
			UNIFORMS-TRAFFIC POLICE	309.40
6/25/2012	213223	299.52		
			UNIFORMS-TRAFFIC UNIT	299.52
<b>Vendor Total</b>		<b>1,638.07</b>		
<b>FYTD for GALLS INC., INLAND UNIFORM</b>		<b>10,431.46</b>		
<b>GASTELUM, DENISE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/18/2012	213137	200.00		
			REFUND-RENTAL DEPOSIT-TCC EVNT	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for GASTELUM, DENISE</b>		<b>200.00</b>		



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<b>GENERAL SECURITY SERVICES, INC.</b>			<u>Remit to:</u> <b>WILMINGTON</b>	<b>CA</b>
6/4/2012	212957	276.12		
			SECURITY SVCS-TOWNGATE CNTR	107.38
			SECURITY SVCS-TOWNGATE CNTR	76.70
			SECURITY SVCS-TOWNGATE CNTR	92.04
6/11/2012	213057	490.88		
			SECURITY SVCS-TWNGATE RENTALS	122.72
			SECURITY SVCS-TWNGATE RENTALS	61.36
			SECURITY SVCS-SNR CTR RENTLS	214.76
			SECURITY SVCS-SNR CTR RENTLS	92.04
6/18/2012	213138	1,687.40		
			SECURITY SVCS-CRC SPCL EVENTS	322.14
			SECURITY SVCS-CRC SPCL EVENTS	138.06
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
6/25/2012	213224	705.64		
			SECURITY SVCS-MVU ANNEX	260.78
			SECURITY SVCS-SNR CTR RENTLS	214.76
			SECURITY SVCS-TWNGATE RENTALS	61.36
			SECURITY SVCS-TWNGATE RENTALS	107.38
			SECURITY SVCS-CRC RENTALS	61.36
6/28/2012	213329	782.34		
			SECURITY SVCS-CRC RENTALS	475.54
			SECURITY SVCS-CRC	306.80
<b>Vendor Total</b>		<b>3,942.38</b>		
<b>FYTD for GENERAL SECURITY SERVICES, INC.</b>		<b>49,111.08</b>		
<b>GHANTIWALA, PRAVIN</b>			<u>Remit to:</u> <b>WALNUT</b>	<b>CA</b>
6/4/2012	885336	3,420.00		
			ENGINEERING/DESIGN SVCS-MVU	3,420.00
6/18/2012	885460	2,565.00		
			ELECTRICAL ENGINEER SVCS	2,565.00
6/25/2012	885496	2,565.00		
			ELECTRICAL ENGINEER SVCS-MVU	2,565.00
<b>Vendor Total</b>		<b>8,550.00</b>		
<b>FYTD for GHANTIWALA, PRAVIN</b>		<b>47,880.00</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>GIBBS, GIDEN, LOCHER, TURNER &amp; SENET LLP</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b>	<b>CA</b>
6/4/2012	885337	1,179.75		
			LEGAL SVCS	347.12
			LEGAL SVCS	242.76
			LEGAL SVCS	347.12
			LEGAL SVCS	242.75
6/18/2012	885461	1,549.75		
			LEGAL SVCS	1,260.30
			LEGAL SVCS	42.00
			LEGAL SVCS	247.45
<b>Vendor Total</b>		<b>2,729.50</b>		
<b>FYTD for GIBBS, GIDEN, LOCHER, TURNER &amp; SENET LLP</b>		<b>269,528.32</b>		
<b>GLADWELL GOVERNMENTAL SVCS, INC.</b>				
			<u>Remit to:</u> <b>LAKE ARROWHEAD</b>	<b>CA</b>
6/4/2012	212958	740.00		
			LEGAL REVIEW-RECORDS RETNTN	500.00
			ANALYSIS & RECOMMENDATION-SIRE	240.00
<b>Vendor Total</b>		<b>740.00</b>		
<b>FYTD for GLADWELL GOVERNMENTAL SVCS, INC.</b>		<b>740.00</b>		
<b>GLOBAL SOFTWARE, INC</b>				
			<u>Remit to:</u> <b>RALEIGH</b>	<b>NC</b>
6/11/2012	885422	13,020.00		
			SPREADSHEET SERVER	10,395.00
			EXECUTIVE DASH SOFTWARE MAINT	2,625.00
6/18/2012	885462	7,979.00		
			SERVER/SOFTWARE SUPPORT/MAINT	800.00
			SERVER/SOFTWARE SUPPORT/MAINT	1,600.00
			SERVER/SOFTWARE SUPPORT/MAINT	1,600.00
			SERVER/SOFTWARE SUPPORT/MAINT	800.00
			SERVER-USER LICENSE	2,440.00
			SERVER SUPPORT/MAINT	739.00
<b>Vendor Total</b>		<b>20,999.00</b>		
<b>FYTD for GLOBAL SOFTWARE, INC</b>		<b>35,639.00</b>		
<b>GONG ENTERPRISES, INC.</b>				
			<u>Remit to:</u> <b>HUNTINGTON BEACH</b>	<b>CA</b>
6/28/2012	213330	1,080.00		
			CONSULTANT PLAN CHECK SVCS	1,080.00
<b>Vendor Total</b>		<b>1,080.00</b>		
<b>FYTD for GONG ENTERPRISES, INC.</b>		<b>47,611.00</b>		



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<b>GONZALES, DOMILENA R.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
6/4/2012	885338	318.73	RETIREE MED MAY 12, PD JUN 12	318.73
6/28/2012	885562	318.73	RETIREE MED JUN 12, PD JUL 12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for GONZALES, DOMILENA R.</b>		<b>4,143.49</b>		
<b>GONZALEZ, SAMUEL</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
6/18/2012	213139	25.00	REFUND-ANIMAL LIC FEES	25.00
<b>Vendor Total</b>		<b>25.00</b>		
<b>FYTD for GONZALEZ, SAMUEL</b>		<b>25.00</b>		
<b>GORM INC.</b>				
			<u>Remit to:</u> <b>ONTARIO CA</b>	
6/28/2012	213331	540.03	JANITORIAL SUPPLIES-PARKS	540.03
<b>Vendor Total</b>		<b>540.03</b>		
<b>FYTD for GORM INC.</b>		<b>6,033.29</b>		
<b>GOZDECKI, DAN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
6/28/2012	885563	567.00	INSTRUCTOR SVCS-KUNG FU/ADULT	378.00
			INSTRUCTOR SVCS-KUNG FU/ADULT	189.00
<b>Vendor Total</b>		<b>567.00</b>		
<b>FYTD for GOZDECKI, DAN</b>		<b>8,173.13</b>		
<b>GRAVES, DARRYL</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
6/4/2012	212959	95.00	REFUND-RABIES & SN DEPOSIT	20.00
			REFUND-RABIES & SN DEPOSIT	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for GRAVES, DARRYL</b>		<b>95.00</b>		
<b>GREENE, MATTHEW</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
6/28/2012	213332	54.00	SPORTS OFFICIATING SVCS	54.00
			50% WITHHOLDING FOR CSS ORDER	-27.00
			SPORTS OFFICIATING SVCS	54.00
			50% WITHHOLDING FOR CSS ORDER	-27.00
<b>Vendor Total</b>		<b>54.00</b>		
<b>FYTD for GREENE, MATTHEW</b>		<b>1,179.00</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>GREENSTONE MATERIALS</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
6/28/2012	213333	52.00	DISPOSAL OF CONCRETE & ASPHALT	52.00
<b>Vendor Total</b>		<b>52.00</b>		
<b>FYTD for GREENSTONE MATERIALS</b>		<b>656.00</b>		
<b>GRIFFIN, MARLENE C</b>				
			Remit to: <b>GREEN VALLEY</b>	<b>AZ</b>
6/4/2012	885339	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885564	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for GRIFFIN, MARLENE C</b>		<b>4,143.49</b>		
<b>GRUBE, PATTY</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/25/2012	213225	17.76	MILEAGE REIMBURSEMENT	17.76
<b>Vendor Total</b>		<b>17.76</b>		
<b>FYTD for GRUBE, PATTY</b>		<b>127.44</b>		
<b>GUILLAN, REBECCA S.</b>				
			Remit to: <b>ADVANCE</b>	<b>NC</b>
6/4/2012	885340	275.31	RETIREE MED JUN '12	275.31
6/28/2012	885565	275.31	RETIREE MED JUL 12, PD JUL 12	275.31
<b>Vendor Total</b>		<b>550.62</b>		
<b>FYTD for GUILLAN, REBECCA S.</b>		<b>3,834.41</b>		
<b>GUILLEN, RUTH</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	885341	61.75	RETIREE MED MAY 12, PD JUN 12	61.75
<b>Vendor Total</b>		<b>61.75</b>		
<b>FYTD for GUILLEN, RUTH</b>		<b>731.15</b>		
<b>GUTIERREZ, ROBERT</b>				
			Remit to: <b>LA VERNE</b>	<b>CA</b>
6/4/2012	885342	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885566	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for GUTIERREZ, ROBERT</b>		<b>4,143.49</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>GUZMAN, DAVID</b>				
6/11/2012	213058	31.00	Remit to: <b>MORENO VALLEY</b> <b>CA</b> REFUND-RETURNED CHECK FEE	31.00
<b>Vendor Total</b>		<b>31.00</b>		
<b>FYTD for GUZMAN, DAVID</b>		<b>31.00</b>		
<b>GUZMAN'S CART SERVICE</b>				
6/18/2012	885463	4,049.00	Remit to: <b>RIVERSIDE</b> <b>CA</b> SHOPPING CART RETRIVAL SVC	4,049.00
<b>Vendor Total</b>		<b>4,049.00</b>		
<b>FYTD for GUZMAN'S CART SERVICE</b>		<b>48,588.00</b>		
<b>HAAS, MINA</b>				
6/28/2012	213334	108.00	Remit to: <b>MORENO VALLEY</b> <b>CA</b> INSTRUCTOR SVCS-BODY SCULPTING	108.00
<b>Vendor Total</b>		<b>108.00</b>		
<b>FYTD for HAAS, MINA</b>		<b>2,914.20</b>		
<b>HAMBURG, IRENE</b>				
6/4/2012	885343	637.46	Remit to: <b>OTIS</b> <b>OR</b> RETIREE MED MAR-APR 12, PD JUN	637.46
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for HAMBURG, IRENE</b>		<b>3,797.22</b>		
<b>HAMLIN, WILLIAM R.</b>				
6/4/2012	885344	318.73	Remit to: <b>BEAUMONT</b> <b>CA</b> RETIREE MED JUN '12	318.73
6/28/2012	885567	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for HAMLIN, WILLIAM R.</b>		<b>4,143.49</b>		
<b>HANES, MARTIN D.</b>				
6/4/2012	885345	318.73	Remit to: <b>MORENO VALLEY</b> <b>CA</b> RETIREE MED JUN '12	318.73
6/28/2012	885568	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for HANES, MARTIN D.</b>		<b>4,143.49</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>HARDING, JOHN S.</b>				
			Remit to: <b>BANNING</b>	<b>CA</b>
6/4/2012	212960	318.73	RETIREE MED JUN '12	318.73
6/28/2012	213335	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for HARDING, JOHN S.</b>		<b>4,143.49</b>		
<b>HARRIS &amp; ASSOCIATES, INC.</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
6/28/2012	885569	5,200.00	CONSULTANT PLAN CHECK SVCS	2,577.15
			6TH PLAN CK FOR GRADING PLANS	2,622.85
<b>Vendor Total</b>		<b>5,200.00</b>		
<b>FYTD for HARRIS &amp; ASSOCIATES, INC.</b>		<b>28,210.45</b>		
<b>HARTMANN, RICK</b>				
			Remit to: <b>SAN DIMAS</b>	<b>CA</b>
6/4/2012	212961	318.73	RETIREE MED JUN '12	318.73
6/11/2012	885423	232.38	DEVELOPMENT IMPACT FEE PRGRM	232.38
6/18/2012	885464	977.50	DEVELOPMENT IMPACT FEE PRGRM	977.50
6/28/2012	213336	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>1,847.34</b>		
<b>FYTD for HARTMANN, RICK</b>		<b>37,466.64</b>		
<b>HATFIELD, CHARLES</b>				
			Remit to: <b>LAS VEGAS</b>	<b>NV</b>
6/4/2012	885346	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885570	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for HATFIELD, CHARLES</b>		<b>4,462.22</b>		
<b>HDL COREN &amp; CONE</b>				
			Remit to: <b>DIAMOND BAR</b>	<b>CA</b>
6/18/2012	213140	4,387.50	CONTRACT SVCS-PROPERTY TAX	4,387.50
<b>Vendor Total</b>		<b>4,387.50</b>		
<b>FYTD for HDL COREN &amp; CONE</b>		<b>17,550.00</b>		



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<b>HDR ENGINEERING, INC.</b>				
			<u>Remit to:</u> <b>IRVINE</b> <b>CA</b>	
6/28/2012	213337	1,645.50	CACTUS AVE/NASON ST IMPRV PROJ	1,645.50
<b>Vendor Total</b>		<b>1,645.50</b>		
<b>FYTD for HDR ENGINEERING, INC.</b>		<b>1,645.50</b>		
<b>HEADLEY, LADONNA</b>				
			<u>Remit to:</u> <b>BEAUMONT</b> <b>CA</b>	
6/4/2012	212962	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for HEADLEY, LADONNA</b>		<b>75.00</b>		
<b>HEFFLEY, ROSS W.</b>				
			<u>Remit to:</u> <b>HEMET</b> <b>CA</b>	
6/4/2012	885347	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885571	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for HEFFLEY, ROSS W.</b>		<b>4,143.49</b>		
<b>HENRY, AMY</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
6/28/2012	213338	75.00	REFUND-SPAY DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for HENRY, AMY</b>		<b>75.00</b>		
<b>HERNANDEZ, CARLA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/28/2012	213339	76.00	REFUND-CLASS REGIS FEE	76.00
<b>Vendor Total</b>		<b>76.00</b>		
<b>FYTD for HERNANDEZ, CARLA</b>		<b>76.00</b>		
<b>HERNANDEZ, YOJAYRA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/11/2012	213059	99.20	REFUND-EXPLORER & KIDS CAMP	99.20
<b>Vendor Total</b>		<b>99.20</b>		
<b>FYTD for HERNANDEZ, YOJAYRA</b>		<b>99.20</b>		
<b>HERRERA, ALFREDO</b>				
			<u>Remit to:</u> <b>PERRIS</b> <b>CA</b>	
6/25/2012	213226	100.00	TEEN BAND-TEEN STAGE-JULY 4	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for HERRERA, ALFREDO</b>		<b>100.00</b>		



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<b>HERRERA, CHARLINE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/18/2012	213141	75.00		
			REFUND-VARIOUS A/C FEES	30.00
			REFUND-VARIOUS A/C FEES	5.00
			REFUND-VARIOUS A/C FEES	20.00
			REFUND-VARIOUS A/C FEES	15.00
			REFUND-VARIOUS A/C FEES	5.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for HERRERA, CHARLINE</b>		<b>75.00</b>		
<b>HERRICK, ROBERT D.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/4/2012	212963	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	213340	318.73		
			RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for HERRICK, ROBERT D.</b>		<b>4,143.49</b>		
<b>HIGHLAND MEDICAL EQUIPMENT</b>				
			<u>Remit to:</u> <b>FALLBROOK</b> <b>CA</b>	
6/28/2012	213341	306.00		
			SERVICE CALL-A/S VET CLINIC	306.00
<b>Vendor Total</b>		<b>306.00</b>		
<b>FYTD for HIGHLAND MEDICAL EQUIPMENT</b>		<b>306.00</b>		
<b>HLP, INC.</b>				
			<u>Remit to:</u> <b>LITTLETON</b> <b>CO</b>	
6/25/2012	885498	85.40		
			WEB-LICENSE SOFTWARE SUPRT	85.40
<b>Vendor Total</b>		<b>85.40</b>		
<b>FYTD for HLP, INC.</b>		<b>31,510.20</b>		



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<b>HONDA YAMAHA OF REDLANDS</b>				
			<u>Remit to:</u> <b>REDLANDS</b>	<b>CA</b>
6/4/2012	885348	147.37		
			MOTORCYCLE MAINT/REPAIR-POLICE	105.00
			MOTORCYCLE PARTS	42.37
6/11/2012	885425	160.30		
			MOTORCYCLE MAINT/REPAIR-POLICE	105.00
			MOTORCYCLE PARTS	55.30
6/18/2012	885465	1,700.28		
			MOTORCYCLE MAINT/REPAIR-POLICE	217.00
			MOTORCYCLE PARTS	71.70
			MOTORCYCLE MAINT/REPAIR-POLICE	105.00
			MOTORCYCLE PARTS	85.20
			MOTORCYCLE MAINT/REPAIR-POLICE	280.00
			MOTORCYCLE PARTS	317.62
			MOTORCYCLE MAINT/REPAIR-POLICE	132.00
			MOTORCYCLE PARTS	224.96
			MOTORCYCLE MAINT/REPAIR-POLICE	84.00
			MOTORCYCLE PARTS	182.80
6/25/2012	885499	327.17		
			MOTORCYCLE MAINT/REPAIR-POLICE	140.00
			MOTORCYCLE PARTS	33.82
			MOTORCYCLE MAINT/REPAIR-POLICE	105.00
			MOTORCYCLE PARTS	48.35
6/28/2012	885572	1,144.99		
			MOTORCYCLE MAINT/REPAIR-POLICE	511.75
			MOTORCYCLE PARTS	633.24
<b>Vendor Total</b>		<b>3,480.11</b>		
<b>FYTD for HONDA YAMAHA OF REDLANDS</b>		<b>42,331.74</b>		
<b>HOUSER, EDITH E.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	212964	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	213342	318.73		
			RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for HOUSER, EDITH E.</b>		<b>4,143.49</b>		
<b>HOUSER, TIESHIA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	212965	45.00		
			REFUND-VARIOUS A/C FEES	19.00
			REFUND-VARIOUS A/C FEES	16.00
			REFUND-VARIOUS A/C FEES	10.00
<b>Vendor Total</b>		<b>45.00</b>		
<b>FYTD for HOUSER, TIESHIA</b>		<b>45.00</b>		



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<b>HUNTER, CHRISTINE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/28/2012	213343	40.25		
			REFUND-CLASS REGIS FEE	40.25
<b>Vendor Total</b>		<b>40.25</b>		
<b>FYTD for HUNTER, CHRISTINE</b>		<b>40.25</b>		
<b>ICMA RETIREMENT CORP 457</b>				
			<u>Remit to:</u> <b>BALTIMORE</b> <b>MD</b>	
6/15/2012	3096	8,575.01		
			DEF COMP 457 6/15/12	8,575.01
<b>Vendor Total</b>		<b>8,575.01</b>		
<b>FYTD for ICMA RETIREMENT CORP 457</b>		<b>262,855.84</b>		
<b>ICR DOORS</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO</b> <b>CA</b>	
6/18/2012	885466	2,050.32		
			AUTOMATIC GATE MAINT-PSB	288.75
			AUTOMATIC GATE REPAIRS-PSB	351.25
			AUTOMATIC GATE MAINT-STN 6	154.00
			AUTOMATIC GATE MAINT-STN 6	128.82
			AUTOMATIC GATE REPAIRS-PSB	195.00
			AUTOMATIC GATE REPAIRS-PSB	382.50
			AUTOMATIC GATE REPAIRS-PSB	288.75
			AUTOMATIC GATE MAINT-FS# 6	261.25
6/25/2012	885500	570.00		
			AUTOMATIC GATE MAINT-PSB	30.50
			AUTOMATIC GATE MAINT-PSB	129.50
			AUTOMATIC GATE MAINT-STN 48	90.00
			AUTOMATIC GATE MAINT-ANIML SVC	80.00
			AUTOMATIC GATE MAINT-STN 2	150.00
			AUTOMATIC GATE MAINT-STN 65	90.00
6/28/2012	885573	770.00		
			AUTOMATIC GATE MAINT-FS# 6	150.00
			ROLL-UP DOOR MAINT-FACILITIES	33.00
			ROLL-UP DOOR MAINT-TECH SVCS	34.00
			ROLL-UP DOOR MAINT-SDA	33.00
			DOOR REPAIRS (6 UNITS)-FS#91	150.00
			EMERGENCY DOOR REPAIRS-FS#58	245.00
			EMERGENCY DOOR REPAIRS-FS#58	125.00
<b>Vendor Total</b>		<b>3,390.32</b>		
<b>FYTD for ICR DOORS</b>		<b>7,406.92</b>		
<b>IL SORRENTO MOBILE PARK</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/11/2012	213060	101.55		
			REFUND-UUT FOR EXEMPT RESIDNTS	101.55
<b>Vendor Total</b>		<b>101.55</b>		
<b>FYTD for IL SORRENTO MOBILE PARK</b>		<b>1,064.06</b>		



# City of Moreno Valley

## Check Register

For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>IMAGE DISTRIBUTION SERVICES</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
6/25/2012	213227	2,512.73		
			PRINT-CITATION BOOKS-POLICE	2,332.00
			SALES TAX	180.73
<b>Vendor Total</b>		<b>2,512.73</b>		
<b>FYTD for IMAGE DISTRIBUTION SERVICES</b>		<b>2,512.73</b>		
<b>ING USA ANNUITY &amp; LIFE INSURANCE CO.</b>				
			Remit to: <b>DES MOINES</b>	<b>IA</b>
6/18/2012	213142	400.00		
			NON-EXEMPT ANNUITY	400.00
<b>Vendor Total</b>		<b>400.00</b>		
<b>FYTD for ING USA ANNUITY &amp; LIFE INSURANCE CO.</b>		<b>5,025.00</b>		
<b>INLAND CONTRACTORS, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/11/2012	885426	10,654.69		
			NUISANCE ABATEMENT SVCS	10,654.69
<b>Vendor Total</b>		<b>10,654.69</b>		
<b>FYTD for INLAND CONTRACTORS, INC.</b>		<b>55,159.79</b>		
<b>INLAND EMPIRE ECONOMIC PARTNERSHIP INC.</b>				
			Remit to: <b>SAN BERNARDINO</b>	<b>CA</b>
6/18/2012	213143	7,500.00		
			ANNUAL MEMBERSHIP	7,500.00
<b>Vendor Total</b>		<b>7,500.00</b>		
<b>FYTD for INLAND EMPIRE ECONOMIC PARTNERSHIP INC.</b>		<b>7,500.00</b>		
<b>INLAND EMPIRE PROPERTY SERVICE, INC</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	885427	573.32		
			TIRE HAUL AWAY EVENT	573.32
6/18/2012	885467	960.00		
			NUISANCE ABATEMENT SVC-CODE	650.00
			NUISANCE ABATEMENT SVC-CODE	310.00
6/28/2012	885574	4,292.00		
			WEED ABATEMENT SVCS-CITY PARKS	1,088.00
			WEED ABATEMENT SVCS-CITY PARKS	2,678.00
			WEED ABATEMENT SVCS-CITY PARKS	526.00
<b>Vendor Total</b>		<b>5,825.32</b>		
<b>FYTD for INLAND EMPIRE PROPERTY SERVICE, INC</b>		<b>64,529.78</b>		





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<b>INLAND PETROLEUM EQUIPMENT &amp; REPAIR, INC</b>				
			<u>Remit to:</u> <b>BLOOMINGTON</b>	<b>CA</b>
6/4/2012	885349	1,626.22		
			FUEL CARB TESTS/REPAIRS	500.00
			FUEL CARB TESTS/REPAIRS	108.95
			FUEL CARB TESTS/REPAIRS	500.00
			FUEL CARB TESTS/REPAIRS	517.27
<b>Vendor Total</b>		<b>1,626.22</b>		
<b>FYTD for INLAND PETROLEUM EQUIPMENT &amp; REPAIR, INC</b>		<b>4,472.57</b>		
<b>INSIDE PLANTS, INC.</b>				
			<u>Remit to:</u> <b>CORONA</b>	<b>CA</b>
6/18/2012	885468	320.00		
			INDOOR PLANT MAINT-CRC	320.00
<b>Vendor Total</b>		<b>320.00</b>		
<b>FYTD for INSIDE PLANTS, INC.</b>		<b>3,840.00</b>		
<b>INTERIOR EXPERTS GENERAL BUILDERS, INC</b>				
			<u>Remit to:</u> <b>CHINO</b>	<b>CA</b>
6/11/2012	213061	51.11		
			REFUND-BUS LIC OVERPAYMENT	51.11
<b>Vendor Total</b>		<b>51.11</b>		
<b>FYTD for INTERIOR EXPERTS GENERAL BUILDERS, INC</b>		<b>51.11</b>		
<b>INTERPRETERS UNLIMITED</b>				
			<u>Remit to:</u> <b>SAN DIEGO</b>	<b>CA</b>
6/4/2012	212967	74.00		
			SPANISH INTERPRETER	74.00
<b>Vendor Total</b>		<b>74.00</b>		
<b>FYTD for INTERPRETERS UNLIMITED</b>		<b>74.00</b>		
<b>ISLAS, MARITZA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/28/2012	213344	825.00		
			REFUND-RENTAL DEPOSIT-CRC	75.00
			REFUND-RENTAL DEPOSIT-CRC	750.00
<b>Vendor Total</b>		<b>825.00</b>		
<b>FYTD for ISLAS, MARITZA</b>		<b>825.00</b>		
<b>ITERIS, INC.</b>				
			<u>Remit to:</u> <b>SANTA ANA</b>	<b>CA</b>
6/18/2012	885469	5,276.50		
			ENGINEERING SVCS-EVP RETROFIT	5,276.50
<b>Vendor Total</b>		<b>5,276.50</b>		
<b>FYTD for ITERIS, INC.</b>		<b>14,990.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>J D H CONTRACTING</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/4/2012	885350	3,855.00	FABRICATE HOLE IN WALL-LIBRARY AIR SYSTEM DUCT WORK-PC ROOM	2,272.00 1,583.00
6/25/2012	885501	279.00	REPAIR LOOSE/MISSING LAMINATE	279.00
6/28/2012	885575	16,073.00	CONSTRUCTN REPAIRS-GATEWY PRK CONSTRUCTN REPAIRS-GATEWY PRK CONSTRUCTN REPAIRS-JFK PRK	6,000.00 2,105.00 7,968.00
<b>Vendor Total</b>		<b>20,207.00</b>		
<b>FYTD for J D H CONTRACTING</b>		<b>75,057.50</b>		
<b>JANNEY &amp; JANNEY ATTORNEY SVCS, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/18/2012	213144	75.00	COURIER SVCS-CITY ATTORNEY	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for JANNEY &amp; JANNEY ATTORNEY SVCS, INC.</b>		<b>1,464.00</b>		
<b>JDEDGE SOFTWARE, LLC</b>				
			Remit to: <b>KRUGERVILLE</b>	<b>TX</b>
6/25/2012	885502	4,358.25	ERP IMPLEMENTATION SVCS ERP IMPLEMENTATION SVCS ERP IMPLEMENTATION SVCS	4,042.50 20.70 295.05
<b>Vendor Total</b>		<b>4,358.25</b>		
<b>FYTD for JDEDGE SOFTWARE, LLC</b>		<b>197,334.47</b>		
<b>JOHN DEERE/LANDSCAPE, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/28/2012	213345	74.29	CREDIT INVOICE IRRIGATN PARTS/SUPPLIES-PARKS IRRIGATN PARTS/SUPPLIES-PARKS IRRIGATN PARTS/SUPPLIES-PARKS	-6.01 44.04 12.60 23.66
<b>Vendor Total</b>		<b>74.29</b>		
<b>FYTD for JOHN DEERE/LANDSCAPE, INC.</b>		<b>74.29</b>		
<b>JOHN, MICHAEL</b>				
			Remit to: <b>LAS VEGAS</b>	<b>NV</b>
6/28/2012	213346	2,200.00	ENTERTAINMENT FOR 4TH OF JULY	2,200.00
<b>Vendor Total</b>		<b>2,200.00</b>		
<b>FYTD for JOHN, MICHAEL</b>		<b>2,200.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>JOHNSON, HORACE MARIO</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/25/2012	213229	257.00	REFUND-VALLEY KIDS CAMP	257.00
<b>Vendor Total</b>		<b>257.00</b>		
<b>FYTD for JOHNSON, HORACE MARIO</b>		<b>257.00</b>		
<b>JOHNSON, IVA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/28/2012	213347	20.00	REFUND-CLASS REGIS FEE	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for JOHNSON, IVA</b>		<b>20.00</b>		
<b>JONES III, JOSEPH</b>				
			<u>Remit to:</u> <b>FONTANA</b> <b>CA</b>	
6/28/2012	213348	228.67	MILEAGE REIMBURSEMENT	123.77
			MILEAGE REIMBURSEMENT	104.90
<b>Vendor Total</b>		<b>228.67</b>		
<b>FYTD for JONES III, JOSEPH</b>		<b>552.30</b>		
<b>JONES, SUSAN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/4/2012	885351	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885576	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for JONES, SUSAN</b>		<b>4,143.49</b>		
<b>JT ENTERPRISES</b>				
			<u>Remit to:</u> <b>ORANGE</b> <b>CA</b>	
6/28/2012	213349	1,500.00	ENTERTAINMENT FOR 4TH OF JULY	1,500.00
<b>Vendor Total</b>		<b>1,500.00</b>		
<b>FYTD for JT ENTERPRISES</b>		<b>1,500.00</b>		
<b>JTB SUPPLY CO., INC.</b>				
			<u>Remit to:</u> <b>ORANGE</b> <b>CA</b>	
6/28/2012	885577	17,940.38	ITE PED. COUNT DOWN MODULES	16,650.00
			CALIF SALE TAX @ 7.75%	1,290.38
<b>Vendor Total</b>		<b>17,940.38</b>		
<b>FYTD for JTB SUPPLY CO., INC.</b>		<b>150,826.55</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>K-12 SPECIALTIES, INC.</b>				
			Remit to: <b>SAN DIMAS</b>	<b>CA</b>
6/28/2012	885578	86.44	CARPET CLEANING SUPPLIES	86.44
<b>Vendor Total</b>		<b>86.44</b>		
<b>FYTD for K-12 SPECIALTIES, INC.</b>		<b>2,322.90</b>		
<b>KDM MERIDIAN, INC.</b>				
			Remit to: <b>LAKE FOREST</b>	<b>CA</b>
6/18/2012	885470	18,400.00	COTTONWOOD AVE IMPRVMENTS PROJ	4,585.00
			HEACOCK ST SIDEWLK IMPRV PROJ	4,700.00
			CITYWD SIDEWLK/ACC. RAMPS PROJ	9,115.00
6/28/2012	885579	15,560.00	ALESSANDRO BLVD IMPRVMENTS PROJ	15,560.00
<b>Vendor Total</b>		<b>33,960.00</b>		
<b>FYTD for KDM MERIDIAN, INC.</b>		<b>114,510.00</b>		
<b>KEPLER, JANELLE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/28/2012	213350	560.00	INSTRUCTOR SVCS-CHEERLEADING	476.00
			INSTRUCTOR SVCS-CHEERLEADING	84.00
<b>Vendor Total</b>		<b>560.00</b>		
<b>FYTD for KEPLER, JANELLE</b>		<b>840.00</b>		
<b>KIL, CAROLINE</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
6/28/2012	213351	150.00	JUDGING SVCS-2012 MV IDOL	50.00
			JUDGING SVCS-2012 MV IDOL	50.00
			JUDGING SVCS-2012 MV IDOL	50.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for KIL, CAROLINE</b>		<b>150.00</b>		
<b>KING, PATRICIA A.</b>				
			Remit to: <b>LAS VEGAS</b>	<b>NV</b>
6/4/2012	212968	271.44	RETIREE MED JUN '12	271.44
6/28/2012	213352	271.44	RETIREE MED JUL '12	271.44
<b>Vendor Total</b>		<b>542.88</b>		
<b>FYTD for KING, PATRICIA A.</b>		<b>3,507.36</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>KOLA-FM</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
6/28/2012	213353	4,000.00		
			REMOTE BROADCAST-TALENT FEES	400.00
			COMMERCIALS (32 TOTAL SPOTS)	3,600.00
	<b>Vendor Total</b>	<b>4,000.00</b>		
<b>FYTD for KOLA-FM</b>		<b>4,000.00</b>		
<b>KOLB, CHARLES E.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	885352	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885580	318.73		
			RETIREE MED JUL '12	318.73
	<b>Vendor Total</b>	<b>637.46</b>		
<b>FYTD for KOLB, CHARLES E.</b>		<b>4,143.49</b>		
<b>KOLLAR, KYLE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	885353	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885581	318.73		
			RETIREE MED JUL '12	318.73
	<b>Vendor Total</b>	<b>637.46</b>		
<b>FYTD for KOLLAR, KYLE</b>		<b>4,143.49</b>		
<b>KOSKI, CHARLES</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/28/2012	213354	50.00		
			REFUND-TRAP RNTL DEPOSIT	50.00
	<b>Vendor Total</b>	<b>50.00</b>		
<b>FYTD for KOSKI, CHARLES</b>		<b>50.00</b>		
<b>KUPSAK, STEVE</b>				
			Remit to: <b>CEDAR GLEN</b>	<b>CA</b>
6/4/2012	885354	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885582	318.73		
			RETIREE MED JUL '12	318.73
	<b>Vendor Total</b>	<b>637.46</b>		
<b>FYTD for KUPSAK, STEVE</b>		<b>1,912.38</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>KYLE, GARY M.</b>				
			<u>Remit to:</u> <b>PRESCOTT VALLEY</b> <b>AZ</b>	
6/4/2012	885355	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885583	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for KYLE, GARY M.</b>		<b>4,143.49</b>		
<b>LA FOLLETTE, JOHNSON, DE HAAS, ET AL</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b> <b>CA</b>	
6/28/2012	213355	12,152.44	LEGAL SVCS	630.00
			LEGAL SVCS	5,938.46
			LEGAL SVCS	5,583.98
<b>Vendor Total</b>		<b>12,152.44</b>		
<b>FYTD for LA FOLLETTE, JOHNSON, DE HAAS, ET AL</b>		<b>101,377.37</b>		
<b>LAFATA, JOSEPHINE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/4/2012	885356	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885584	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for LAFATA, JOSEPHINE</b>		<b>4,143.49</b>		
<b>LAKER, WENDEE</b>				
			<u>Remit to:</u> <b>CHATSWORTH</b> <b>CA</b>	
6/4/2012	212969	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for LAKER, WENDEE</b>		<b>75.00</b>		
<b>LAMBERT, DONNA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/28/2012	213356	170.00	REFUND-CLASS REGIS FEE	170.00
<b>Vendor Total</b>		<b>170.00</b>		
<b>FYTD for LAMBERT, DONNA</b>		<b>170.00</b>		
<b>LANCE, SOLL &amp; LUNGHARD, LLP</b>				
			<u>Remit to:</u> <b>BREA</b> <b>CA</b>	
6/4/2012	212970	20.00	GOVT ACCTNG & AUDIT UPDATE	20.00
6/25/2012	213231	20.00	ACCOUNTG/AUDITG UPDATE CLASS	20.00
<b>Vendor Total</b>		<b>40.00</b>		
<b>FYTD for LANCE, SOLL &amp; LUNGHARD, LLP</b>		<b>83,690.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>LANGAN ENGINEERING &amp; ENVIRONMENTAL SRVCS</b>				
			<u>Remit to:</u> <b>IRVINE</b>	<b>CA</b>
6/4/2012	212971	1,680.00	CONSULTANT SVCS-HF PA07-0090	1,680.00
<b>Vendor Total</b>		<b>1,680.00</b>		
<b>FYTD for LANGAN ENGINEERING &amp; ENVIRONMENTAL SRVCS</b>		<b>6,420.00</b>		
<b>LANGENDORF, BENJAMIN</b>				
			<u>Remit to:</u> <b>PERRIS</b>	<b>CA</b>
6/4/2012	885357	254.59	RETIREE MED APR 12, PD JUN 12	254.59
6/28/2012	885585	254.59	RETIREE MED MAY 12, PD JUL 12	254.59
<b>Vendor Total</b>		<b>509.18</b>		
<b>FYTD for LANGENDORF, BENJAMIN</b>		<b>3,021.89</b>		
<b>LANGSTON MOTORSPORTS</b>				
			<u>Remit to:</u> <b>PERRIS</b>	<b>CA</b>
6/4/2012	212972	356.96	MOTORCYCLE MAINT/REPAIR-POLICE	259.50
			MOTORCYCLE PARTS	97.46
6/11/2012	213062	85.00	MOTORCYCLE MAINT/REPAIR-POLICE	85.00
6/25/2012	213232	575.98	MOTORCYCLE MAINT/REPAIR-POLICE	387.00
			MOTORCYCLE PARTS	188.98
<b>Vendor Total</b>		<b>1,017.94</b>		
<b>FYTD for LANGSTON MOTORSPORTS</b>		<b>7,981.36</b>		
<b>LARA, CHRISTINA</b>				
			<u>Remit to:</u> <b>ENCINITAS</b>	<b>CA</b>
6/4/2012	212973	669.23	SPOUSAL SUPPORT & ARREARS	669.23
6/18/2012	213147	669.23	SPOUSAL SUPPORT & ARREARS	669.23
6/28/2012	213357	669.23	SPOUSAL SUPPORT & ARREARS	669.23
<b>Vendor Total</b>		<b>2,007.69</b>		
<b>FYTD for LARA, CHRISTINA</b>		<b>2,007.69</b>		
<b>LAW OFFICES OF KATHY M. GANDARA</b>				
			<u>Remit to:</u> <b>ONTARIO</b>	<b>CA</b>
6/11/2012	213109	10,000.00	LEGAL SVCS	10,000.00
<b>Vendor Total</b>		<b>10,000.00</b>		
<b>FYTD for LAW OFFICES OF KATHY M. GANDARA</b>		<b>10,000.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>LAWYERS TITLE COMPANY</b>				
			Remit to: <b>NEWPORT BEACH</b>	<b>CA</b>
6/11/2012	213063	550.00	PRELIM TITLE REPORT	550.00
6/25/2012	213233	2,200.00	09305408-PRELIM TITLE RPT/DOCS	550.00
			09305409-PRELIM TITLE RPT/DOCS	550.00
			09305406-PRELIM TITLE RPT/DOCS	550.00
			09305407-PRELIM TITLE RPT/DOCS	550.00
<b>Vendor Total</b>		<b>2,750.00</b>		
<b>FYTD for LAWYERS TITLE COMPANY</b>		<b>1,881,516.30</b>		
<b>LEADING EDGE LEARNING CENTER</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/28/2012	213358	264.00	INSTRUCTOR SVCS-GED TEST CLASS	264.00
<b>Vendor Total</b>		<b>264.00</b>		
<b>FYTD for LEADING EDGE LEARNING CENTER</b>		<b>2,337.00</b>		
<b>LEIGHTON AND ASSOCIATES, INC.</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
6/18/2012	213192	534.10	CACTUS AVE/NASON ST IMPRV PROJ	534.10
<b>Vendor Total</b>		<b>534.10</b>		
<b>FYTD for LEIGHTON AND ASSOCIATES, INC.</b>		<b>534.10</b>		
<b>LEIGHTON CONSULTING, INC.</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
6/25/2012	885503	2,079.93	CACTUS AVE/NASON ST IMPRVMNTS	2,079.93
<b>Vendor Total</b>		<b>2,079.93</b>		
<b>FYTD for LEIGHTON CONSULTING, INC.</b>		<b>2,079.93</b>		
<b>LEON, ERENDIRA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	213064	200.00	REFUND-DEPOSIT TOWNGATE CTR	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for LEON, ERENDIRA</b>		<b>200.00</b>		
<b>LEONGUERRERO, DOLEEN</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	213065	85.00	REFUND-SOFTBALL LEAGUE	85.00
<b>Vendor Total</b>		<b>85.00</b>		
<b>FYTD for LEONGUERRERO, DOLEEN</b>		<b>85.00</b>		





# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>LEVINSON, STEVAN</b>			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/25/2012	213234	100.00	TEEN STAGE-ST LIGHTS-JULY 4	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for LEVINSON, STEVAN</b>		<b>100.00</b>		
<b>LEWIS, CAROLYN S.</b>			<u>Remit to:</u> <b>BEAUMONT</b>	<b>CA</b>
6/4/2012	885358	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885586	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for LEWIS, CAROLYN S.</b>		<b>4,143.49</b>		
<b>LEXISNEXIS</b>			<u>Remit to:</u> <b>LOS ANGELES</b>	<b>CA</b>
6/25/2012	885504	1,480.00	LEGAL RESEARCH SVC	740.00
			ONLINE LEGAL RESEARCH	370.00
			LEGAL RESEARCH SVC	370.00
<b>Vendor Total</b>		<b>1,480.00</b>		
<b>FYTD for LEXISNEXIS</b>		<b>17,760.00</b>		
<b>LIGHTS OUT DISPOSAL COMPANY</b>			<u>Remit to:</u> <b>EL CAJON</b>	<b>CA</b>
6/28/2012	213359	501.51	E WASTE RMVL-LAMPS/LIGHTS	501.51
<b>Vendor Total</b>		<b>501.51</b>		
<b>FYTD for LIGHTS OUT DISPOSAL COMPANY</b>		<b>1,255.01</b>		
<b>LINDO, HERMINA G.</b>			<u>Remit to:</u> <b>TITUSVILLE</b>	<b>FL</b>
6/4/2012	885359	199.80	RETIREE MED APR 12, PD JUN 12	199.80
6/28/2012	885587	199.80	RETIREE MED MAY 12, PD JUL 12	199.80
<b>Vendor Total</b>		<b>399.60</b>		
<b>FYTD for LINDO, HERMINA G.</b>		<b>3,111.18</b>		
<b>LOGAN, CHARLES</b>			<u>Remit to:</u> <b>LAS VEGAS</b>	<b>NV</b>
6/4/2012	885360	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885588	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for LOGAN, CHARLES</b>		<b>4,143.49</b>		



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<b>LOGAN, RACHEL/STUART</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/18/2012	213148	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for LOGAN, RACHEL/STUART</b>		<b>75.00</b>		
<b>LONGDYKE, DENNIS</b>				
			<u>Remit to:</u> <b>BEAUMONT</b> <b>CA</b>	
6/4/2012	212974	318.73	RETIREE MED JUN '12	318.73
6/28/2012	213360	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for LONGDYKE, DENNIS</b>		<b>3,506.03</b>		
<b>LONGEVITY</b>				
			<u>Remit to:</u> <b>DANA POINT</b> <b>CA</b>	
6/18/2012	213149	1,525.00	GARNISHMENT	1,525.00
<b>Vendor Total</b>		<b>1,525.00</b>		
<b>FYTD for LONGEVITY</b>		<b>1,525.00</b>		
<b>LOPEZ, DORA</b>				
			<u>Remit to:</u> <b>FOUNTAIN VALLEY</b> <b>CA</b>	
6/25/2012	213235	99.99	REFUND-CITATION DISMISSED	99.99
<b>Vendor Total</b>		<b>99.99</b>		
<b>FYTD for LOPEZ, DORA</b>		<b>99.99</b>		
<b>LOPEZ, LIZ</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/18/2012	213150	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for LOPEZ, LIZ</b>		<b>75.00</b>		
<b>LOPEZ, LLOYD</b>				
			<u>Remit to:</u> <b>PERRIS</b> <b>CA</b>	
6/25/2012	213236	300.00	TEEN BAND-SOUND-JULY 4	300.00
<b>Vendor Total</b>		<b>300.00</b>		
<b>FYTD for LOPEZ, LLOYD</b>		<b>300.00</b>		
<b>LUIS RIOS AND EDUARDO GAMAS</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/28/2012	213361	1,547.60	RENTAL ASSISTANCE PYMT-FINAL	1,547.60
<b>Vendor Total</b>		<b>1,547.60</b>		
<b>FYTD for LUIS RIOS AND EDUARDO GAMAS</b>		<b>6,700.45</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>LUMLEY, ROBERT C.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/4/2012	885361	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885589	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for LUMLEY, ROBERT C.</b>		<b>4,143.49</b>		
<b>LUTHERAN SOCIAL SERVICES OF SO. CALI F.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
6/28/2012	885590	1,187.50	CDBG SVCS-SHELTER PRGM	1,187.50
<b>Vendor Total</b>		<b>1,187.50</b>		
<b>FYTD for LUTHERAN SOCIAL SERVICES OF SO. CALI F.</b>		<b>18,125.00</b>		
<b>M &amp; M CLEANER II</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/28/2012	213362	201.00	JULY 4TH DRYCLEANING SVCS	201.00
<b>Vendor Total</b>		<b>201.00</b>		
<b>FYTD for M &amp; M CLEANER II</b>		<b>201.00</b>		
<b>MACAULEY, MOLLEY</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/28/2012	213363	200.00	REFUND-RENTAL DEPOSIT-TCC	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for MACAULEY, MOLLEY</b>		<b>200.00</b>		
<b>MACIAS JR., ANTHONY</b>				
			<u>Remit to:</u> <b>RIALTO</b> <b>CA</b>	
6/18/2012	213151	157.00	TUITION FEE REIMBURSEMENT	157.00
<b>Vendor Total</b>		<b>157.00</b>		
<b>FYTD for MACIAS JR., ANTHONY</b>		<b>543.74</b>		
<b>MARCH JOINT POWERS AUTHORITY</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
6/11/2012	213066	5.68	GAS METER CHARGES	4.64
			GAS METER CHARGES	1.04
<b>Vendor Total</b>		<b>5.68</b>		
<b>FYTD for MARCH JOINT POWERS AUTHORITY</b>		<b>78.23</b>		



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<b>MARIGOLD FINANCIAL LLC</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/11/2012	213067	87.66		
			REFUND-DUP CITATION PYMNT	120.00
			REFUND-DUP CITATION PYMNT	-32.34
<b>Vendor Total</b>		<b>87.66</b>		
<b>FYTD for MARIGOLD FINANCIAL LLC</b>		<b>87.66</b>		
<b>MARINA LANDSCAPE, INC</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
6/4/2012	885362	9,258.48		
			LANDSCAPE MAINT-DSG-2N	4,777.65
			LANDSCAPE MAINT-DSG-2S	4,480.83
6/18/2012	885472	7,558.62		
			LANDSCAPE MAINT-ZONE DSG2-N	391.99
			LANDSCAPE MAINT-ZONE DSG2-S	1,074.66
			LANDSCAPE MAINT-ZONE DSG2-S	858.63
			LANDSCAPE MAINT-ZONE E-1	4,443.58
			LANDSCAPE MAINT-ZONE E-1A	789.76
6/25/2012	885505	473.15		
			LANDSCAPE MAINT-ZONE E-1	473.15
6/28/2012	885591	9,258.48		
			LANDSCAPE MAINT-DSG-2N	4,777.65
			LANDSCAPE MAINT-DSG-2S	4,480.83
<b>Vendor Total</b>		<b>26,548.73</b>		
<b>FYTD for MARINA LANDSCAPE, INC</b>		<b>184,510.91</b>		
<b>MARQUEZ, EUFRACIA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/28/2012	213364	86.86		
			REFUND-CLASS REGIS FEE	86.86
<b>Vendor Total</b>		<b>86.86</b>		
<b>FYTD for MARQUEZ, EUFRACIA</b>		<b>86.86</b>		
<b>MASCARELLA, LAUREN</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	213068	200.00		
			REFUND-DEPOSIT TOWNGATE CTR	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for MASCARELLA, LAUREN</b>		<b>200.00</b>		
<b>MATHIS, NOLAN</b>				
			Remit to: <b>JACKSON</b>	<b>KY</b>
6/4/2012	885363	279.80		
			RETIREE MED APR 12, PD JUN 12	279.80
6/28/2012	885592	279.80		
			RETIREE MED MAY 12, PD JUL 12	279.80
<b>Vendor Total</b>		<b>559.60</b>		
<b>FYTD for MATHIS, NOLAN</b>		<b>3,719.00</b>		



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<b>MATTHEWS, LYNETTE</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
6/11/2012	213069	200.00	REFUND-DEPOSIT TOWNGATE CTR	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for MATTHEWS, LYNETTE</b>		<b>200.00</b>		
<b>MAXINOSKI, SUE A.</b>				
			Remit to: <b>AVINGER TX</b>	
6/4/2012	885364	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885593	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for MAXINOSKI, SUE A.</b>		<b>4,143.49</b>		
<b>MAYBURY, ELODIA</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
6/28/2012	213365	85.00	REFUND-CLASS REGIS FEE	85.00
<b>Vendor Total</b>		<b>85.00</b>		
<b>FYTD for MAYBURY, ELODIA</b>		<b>85.00</b>		
<b>MAYHALL, DAVID</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
6/4/2012	212975	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for MAYHALL, DAVID</b>		<b>75.00</b>		
<b>MCCAIN TRAFFIC SUPPLY</b>				
			Remit to: <b>VISTA CA</b>	
6/11/2012	213070	5,279.75	LICENSE & ETHERNET CONVERTER	5,279.75
6/18/2012	213152	8,519.79	TRAFFIC SUPPLIES	1,227.10
			TRAFFIC SUPPLIES	7,292.69
<b>Vendor Total</b>		<b>13,799.54</b>		
<b>FYTD for MCCAIN TRAFFIC SUPPLY</b>		<b>99,483.45</b>		
<b>MCCLARY, DON</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
6/18/2012	213153	4,117.99	CLAIM SETTLEMENT-GEN MATTERS	4,117.99
<b>Vendor Total</b>		<b>4,117.99</b>		
<b>FYTD for MCCLARY, DON</b>		<b>4,117.99</b>		



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<b>McKINNEY, MYRLINTHA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/28/2012	213366	50.00	JUDGING-IDOL COMP 5/7/12	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for McKINNEY, MYRLINTHA</b>		<b>50.00</b>		
<b>MEEKS, DANIEL</b>				
			<u>Remit to:</u> <b>PERRIS</b>	<b>CA</b>
6/28/2012	885594	220.00	SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	60.00
<b>Vendor Total</b>		<b>220.00</b>		
<b>FYTD for MEEKS, DANIEL</b>		<b>3,660.00</b>		
<b>MENGISTU, YESHIALEM</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/18/2012	213154	220.34	MILEAGE REIMBURSEMENT	220.34
<b>Vendor Total</b>		<b>220.34</b>		
<b>FYTD for MENGISTU, YESHIALEM</b>		<b>1,643.07</b>		
<b>MERCHANTS LANDSCAPE SERVICES INC</b>				
			<u>Remit to:</u> <b>CORONA</b>	<b>CA</b>
6/4/2012	885365	5,367.97	LANDSCAPE MAINT-ZONE E-8	1,225.87
			LANDSCAPE MAINT-ZONE E-14	3,045.56
			LANDSCAPE MAINT-ZONE E-15	1,096.54
<b>Vendor Total</b>		<b>5,367.97</b>		
<b>FYTD for MERCHANTS LANDSCAPE SERVICES INC</b>		<b>52,451.73</b>		
<b>MESSIN, LOUIS</b>				
			<u>Remit to:</u> <b>BULLHEAD CITY</b>	<b>AZ</b>
6/4/2012	885366	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885595	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for MESSIN, LOUIS</b>		<b>4,143.49</b>		
<b>METROPCS WIRELESS, INC.</b>				
			<u>Remit to:</u> <b>DALLAS</b>	<b>TX</b>
6/4/2012	212976	150.00	CELLPHONE TEXT RETRIEVAL	100.00
			CELLPHONE TEXT RETRIEVAL	50.00
6/11/2012	213071	50.00	CELLPHONE TEXT RETRIEVAL	50.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for METROPCS WIRELESS, INC.</b>		<b>700.00</b>		



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<b>MEYERS, ROBERT</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
6/11/2012	213072	700.00		
			INSTRUCTOR SVCS-DRAWING 4 KIDS	476.00
			INSTRUCTOR SVCS-PHOTOGRAPHY	224.00
6/28/2012	213367	420.00		
			INSTRUCTOR SVCS-DRAWING 4 KIDS	420.00
<b>Vendor Total</b>		<b>1,120.00</b>		
<b>FYTD for MEYERS, ROBERT</b>		<b>2,044.00</b>		
<b>MILES, ROBERT</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
6/4/2012	885367	225.99		
			RETIREE MED JUN '12	225.99
6/28/2012	885596	225.99		
			RETIREE MED JUL '12	225.99
<b>Vendor Total</b>		<b>451.98</b>		
<b>FYTD for MILES, ROBERT</b>		<b>2,961.21</b>		
<b>MILLER, CINDY A.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
6/28/2012	213368	742.14		
			CANDY FOR JULY 4TH PARADE	742.14
<b>Vendor Total</b>		<b>742.14</b>		
<b>FYTD for MILLER, CINDY A.</b>		<b>742.14</b>		
<b>MINARD, MARK E.</b>				
			<u>Remit to:</u> <b>REDLANDS CA</b>	
6/4/2012	885368	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885597	318.73		
			RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for MINARD, MARK E.</b>		<b>4,143.49</b>		
<b>MIRACLE RECREATION EQUIPMENT</b>				
			<u>Remit to:</u> <b>CORONA CA</b>	
6/28/2012	885598	235.96		
			PLAYGROUND EQUIPMT-PATRIOT PRK	235.96
<b>Vendor Total</b>		<b>235.96</b>		
<b>FYTD for MIRACLE RECREATION EQUIPMENT</b>		<b>258,030.94</b>		
<b>MOELLER, DONNA M.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
6/4/2012	212977	476.08		
			GARNISHMENT REFUND	476.08
<b>Vendor Total</b>		<b>476.08</b>		
<b>FYTD for MOELLER, DONNA M.</b>		<b>621.83</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MOLLICA, MIKE</b>				
			<u>Remit to:</u> <b>DUNNELLON</b>	<b>FL</b>
6/4/2012	885369	401.42	RETIREE MED JUN '12	401.42
6/28/2012	885599	401.42	RETIREE MED JUL '12	401.42
<b>Vendor Total</b>		<b>802.84</b>		

<b>FYTD for MOLLICA, MIKE</b>	<b>5,218.46</b>
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<b>MONTGOMERY PLUMBING INC</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	213073	558.00	EMERGENCY REPAIRS-FS#58	160.50
			EMERGENCY REPAIRS-FS#91	397.50
6/18/2012	213155	2,685.00	FURNISH/INSTALL 30-GAL WTR HTR	895.00
			FURNISH/INSTALL 30-GAL WTR HTR	895.00
			FURNISH/INSTALL 30-GAL WTR HTR	895.00
6/25/2012	213237	260.00	EMERGENCY PLUMBING SVCS-CH	100.00
			EMERGENCY PLUMBING SVCS-CH	160.00
6/28/2012	213369	5,505.00	REPLACE WATR HEATR-CITY HALL	360.00
			REPLACE WATR HEATR-GOLF CNTR	325.00
			REPLACE WATR HEATR-CRC	310.00
			REPLACE WATR HEATR-STN 2	325.00
			REPLACE WATR HEATR-STN 6	325.00
			REPLACE WATR HEATR-STN 48	325.00
			REPLACE WATR HEATR-STN 58	185.00
			REPLACE WATR HEATR-STN 65	325.00
			REPLACE WATR HEATR-STN 91	670.00
			REPLACE WATR HEATR-MVU FLD OFC	185.00
			REPLACE WATR HEATR-LIBRARY	510.00
			REPLACE WATR HEATR-MARCH CNTR	310.00
			PLUMBING SVCS-FS#65	1,350.00
<b>Vendor Total</b>		<b>9,008.00</b>		

<b>FYTD for MONTGOMERY PLUMBING INC</b>	<b>28,922.90</b>
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<b>MONTO, DANIEL</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/18/2012	213156	67.71	MILEAGE REIMBURSEMENT	67.71
<b>Vendor Total</b>		<b>67.71</b>		

<b>FYTD for MONTO, DANIEL</b>	<b>170.11</b>
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<b>MORA, PATRICIA A.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
6/4/2012	885370	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885600	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for MORA, PATRICIA A.</b>		<b>4,143.49</b>		
<b>MORENO VALLEY CHAMBER OF COMMERCE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
6/4/2012	212978	105.00	WAKE-UP MEETING-5/23/12	15.00
			WAKE-UP MEETING-5/23/12	15.00
			WAKE-UP MEETING-5/23/12	15.00
			WAKE-UP MEETING-5/23/12	15.00
			WAKE-UP MEETING-5/23/12	15.00
			WAKE-UP MEETING-5/23/12	15.00
			WAKE-UP MEETING-5/23/12	15.00
6/11/2012	213074	200.00	REFUND-RENTAL DEPOSIT-TWNGATE	200.00
<b>Vendor Total</b>		<b>305.00</b>		
<b>FYTD for MORENO VALLEY CHAMBER OF COMMERCE</b>		<b>23,475.00</b>		
<b>MORENO VALLEY CITY EMPLOYEES ASSOC.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
6/1/2012	3088	1,389.00	MVCEA DUES 6/1/12	1,389.00
6/15/2012	3095	1,389.00	MVCEA DUES 6/15/12	1,389.00
<b>Vendor Total</b>		<b>2,778.00</b>		
<b>FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.</b>		<b>36,672.50</b>		
<b>MORENO VALLEY GATEWAY, LLC</b>				
			<u>Remit to:</u> <b>SAN JUAN CAPISTRAN( CA</b>	
6/18/2012	885473	17,142.59	LEASE-FACILITIES ANNEX-JULY12	2,458.97
			LEASE-TECH SVCS ANNEX-JULY12	5,475.90
			LEASE-SPEC DIST ANNEX-JULY12	9,207.72
<b>Vendor Total</b>		<b>17,142.59</b>		
<b>FYTD for MORENO VALLEY GATEWAY, LLC</b>		<b>205,711.08</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MORENO VALLEY HISPANIC CHAMBER OF COMMER</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	213075	3,015.00		
			SVCS PER CONTRACT AGREEMENT	3,015.00
6/18/2012	213157	50.00		
			MVHCC ADELANTE MEETING	10.00
			MVHCC ADELANTE MEETING	10.00
			MVHCC ADELANTE MEETING	10.00
			MVHCC ADELANTE MEETING	10.00
			MVHCC ADELANTE MEETING	10.00
<b>Vendor Total</b>		<b>3,065.00</b>		
<b>FYTD for MORENO VALLEY HISPANIC CHAMBER OF COMMER</b>		<b>7,095.00</b>		
<b>MORENO VALLEY MILITARY AFFAIRS COMMITTEE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	212979	105.00		
			11TH ANNL RALLY ROUND THE FLAG	35.00
			11TH ANNL RALLY ROUND THE FLAG	35.00
			11TH ANNL RALLY ROUND THE FLAG	35.00
6/18/2012	213158	70.00		
			11TH ANNL RALLY ROUND THE FLAG	35.00
			11TH ANNL RALLY ROUND THE FLAG	35.00
<b>Vendor Total</b>		<b>175.00</b>		
<b>FYTD for MORENO VALLEY MILITARY AFFAIRS COMMITTEE</b>		<b>175.00</b>		
<b>MORENO VALLEY UNIFIED SCHOOL DISTRICT</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/25/2012	213238	100.00		
			REFUND-MSU RENTAL DEPOSIT	100.00
6/25/2012	213239	152.00		
			USE OF SCHOOL FACIL-COMM. MTG	152.00
<b>Vendor Total</b>		<b>252.00</b>		
<b>FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT</b>		<b>4,062.00</b>		
<b>MORENO VALLEY UTILITY</b>				
			Remit to: <b>HEMET</b>	<b>CA</b>
6/25/2012	213240	122.17		
			ELECTRICITY-UTILITY FLD OFFICE	122.17
<b>Vendor Total</b>		<b>122.17</b>		
<b>FYTD for MORENO VALLEY UTILITY</b>		<b>744,585.43</b>		
<b>MORENO, BREE'AHNA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/18/2012	213160	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for MORENO, BREE'AHNA</b>		<b>75.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MORGAN, LISA A.</b>				
			Remit to: <b>MENTONE</b>	<b>CA</b>
6/4/2012	885371	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885601	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for MORGAN, LISA A.</b>		<b>4,143.49</b>		
<b>MORROW, JAMES</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/28/2012	213370	18.00	REFUND-A/C LIC FEES	18.00
<b>Vendor Total</b>		<b>18.00</b>		
<b>FYTD for MORROW, JAMES</b>		<b>18.00</b>		
<b>MOSS BROS CHRYSLER, JEEP, DODGE MV</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/18/2012	213161	189.65	VEHICLE REPAIRS-POLICE	158.91
			VEHICLE PARTS	30.74
<b>Vendor Total</b>		<b>189.65</b>		
<b>FYTD for MOSS BROS CHRYSLER, JEEP, DODGE MV</b>		<b>9,809.48</b>		
<b>MUNOZ, ARIEL</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/25/2012	213241	142.64	MILEAGE REIMBURSEMENT	97.68
			MILEAGE REIMBURSEMENT	44.96
<b>Vendor Total</b>		<b>142.64</b>		
<b>FYTD for MUNOZ, ARIEL</b>		<b>619.23</b>		
<b>MUSICSTAR</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/28/2012	213371	1,674.00	INSTRUCTOR SVCS-GUITAR	81.00
			INSTRUCTOR SVCS-PIANO	108.00
			INSTRUCTOR SVCS-PIANO	108.00
			INSTRUCTOR SVCS-PIANO	54.00
			INSTRUCTOR SVCS-PIANO	81.00
			INSTRUCTOR SVCS-GUITAR	108.00
			INSTRUCTOR SVCS-PIANO	162.00
			INSTRUCTOR SVCS-PIANO	108.00
			INSTRUCTOR SVCS-PIANO	162.00
			INSTRUCTOR SVCS-GUITAR	162.00
			INSTRUCTOR SVCS-PIANO FOR KIDS	216.00
			INSTRUCTOR SVCS-PIANO FOR KIDS	108.00
			INSTRUCTOR SVCS-PIANO FOR KIDS	135.00
			INSTRUCTOR SVCS-PIANO TEENS/AD	81.00
<b>Vendor Total</b>		<b>1,674.00</b>		
<b>FYTD for MUSICSTAR</b>		<b>6,631.80</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>NATIONAL ASSOCIATION OF CHIEFS OF POLICE</b>				
			<u>Remit to:</u> <b>TITUSVILLE</b> <b>FL</b>	
6/18/2012	213162	60.00	MEMBERSHIP FEES-J. ONTIVEROS	60.00
<b>Vendor Total</b>		<b>60.00</b>		
<b>FYTD for NATIONAL ASSOCIATION OF CHIEFS OF POLICE</b>		<b>60.00</b>		
<b>NATIONWIDE RETIREMENT SOLUTIONS</b>				
			<u>Remit to:</u> <b>COLUMBUS</b> <b>OH</b>	
6/1/2012	3086	2,214.75	PST DEF COMP FOR FICA 6/1/12	2,214.75
6/1/2012	3087	1,269.51	DEF COMP 457 & 401(A) 6/1/12	1,269.51
6/15/2012	3093	2,194.55	PST DEF COMP FOR FICA 6/15/12	2,194.55
<b>Vendor Total</b>		<b>5,678.81</b>		
<b>FYTD for NATIONWIDE RETIREMENT SOLUTIONS</b>		<b>716,822.12</b>		
<b>NAVARRETTE, RALPH</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA</b> <b>CA</b>	
6/4/2012	885372	225.99	RETIREE MED JUN '12	225.99
6/28/2012	885602	225.99	RETIREE MED JUL '12	225.99
<b>Vendor Total</b>		<b>451.98</b>		
<b>FYTD for NAVARRETTE, RALPH</b>		<b>3,138.91</b>		
<b>NAVCO NETWORKS &amp; SECURITY</b>				
			<u>Remit to:</u> <b>ANAHEIM</b> <b>CA</b>	
6/18/2012	885474	210.00	REPAIR SVCS-PD MONITORS	210.00
<b>Vendor Total</b>		<b>210.00</b>		
<b>FYTD for NAVCO NETWORKS &amp; SECURITY</b>		<b>2,052.76</b>		
<b>NELSON, ROBERT</b>				
			<u>Remit to:</u> <b>ONTARIO</b> <b>CA</b>	
6/4/2012	885373	320.43	RETIREE MED JUN '12	320.43
6/28/2012	885603	320.43	RETIREE MED JUL '12	320.43
<b>Vendor Total</b>		<b>640.86</b>		
<b>FYTD for NELSON, ROBERT</b>		<b>4,196.97</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>NELSON, RUTH L.</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
6/4/2012	885374	165.81	RETIREE MED JUN '12	165.81
6/28/2012	885604	165.81	RETIREE MED JUL '12	165.81
<b>Vendor Total</b>		<b>331.62</b>		
<b>FYTD for NELSON, RUTH L.</b>		<b>3,837.65</b>		
<b>NEUSTAEDTER, CRAIG S</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
6/4/2012	212980	318.73	RETIREE MED JUN '12	318.73
6/28/2012	213372	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for NEUSTAEDTER, CRAIG S</b>		<b>4,143.49</b>		
<b>NEW HORIZON MOBILE HOME PARK</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
6/25/2012	885508	14.63	REFUND-UTILITY USERS TAX	14.63
6/28/2012	885605	11.79	REFUND-UUT FOR EXEMPT RESIDNTS	11.79
<b>Vendor Total</b>		<b>26.42</b>		
<b>FYTD for NEW HORIZON MOBILE HOME PARK</b>		<b>152.68</b>		
<b>NEW WORLD SYSTEMS, CORP</b>				
			Remit to: <b>TROY</b>	<b>MI</b>
6/18/2012	885475	1,050.00	SOFTWARE ESCROW ANNUAL FEE	1,050.00
6/25/2012	885509	600.00	FM, HR/PY EST TRAVEL EXPENSES	600.00
6/28/2012	885606	1,970.14	FM, HR/PY EST. TRAVEL EXPENSES	1,970.14
<b>Vendor Total</b>		<b>3,620.14</b>		
<b>FYTD for NEW WORLD SYSTEMS, CORP</b>		<b>938,585.76</b>		
<b>NGUYEN, QUANG</b>				
			Remit to: <b>AZUSA</b>	<b>CA</b>
6/25/2012	885510	134.87	MILEAGE REIMBURSEMENT	134.87
<b>Vendor Total</b>		<b>134.87</b>		
<b>FYTD for NGUYEN, QUANG</b>		<b>719.66</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>NIEBURGER, JUDITH A.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/4/2012	212981	401.42	RETIREE MED JUN '12	401.42
6/28/2012	213373	401.42	RETIREE MED JUL '12	401.42
<b>Vendor Total</b>		<b>802.84</b>		
<b>FYTD for NIEBURGER, JUDITH A.</b>		<b>5,218.46</b>		
<b>NIELSEN SEGMENTATION &amp; LOCAL MARKET SOL</b>				
			<u>Remit to:</u> <b>CHARLOTTE</b> <b>NC</b>	
6/25/2012	213242	3,090.00	ANNUAL MEMBERSHIP	3,090.00
<b>Vendor Total</b>		<b>3,090.00</b>		
<b>FYTD for NIELSEN SEGMENTATION &amp; LOCAL MARKET SOL</b>		<b>3,590.00</b>		
<b>OHLINDER, JOANNA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/28/2012	213374	95.00	REFUND-RABIES DEPOSIT	20.00
			REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for OHLINDER, JOANNA</b>		<b>95.00</b>		
<b>ORROCK, POPKA, FORTINO &amp; BRISLIN</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
6/28/2012	885608	310.50	LEGAL SVCS	210.45
			LEGAL SVCS	100.05
<b>Vendor Total</b>		<b>310.50</b>		
<b>FYTD for ORROCK, POPKA, FORTINO &amp; BRISLIN</b>		<b>21,922.64</b>		
<b>OUTBACK STEAKHOUSE</b>				
			<u>Remit to:</u> <b>LA JOLLA</b> <b>CA</b>	
6/11/2012	213076	39.61	REFUND-DUP CITATION PYMNT	30.00
			REFUND-DUP CITATION PYMNT	9.61
<b>Vendor Total</b>		<b>39.61</b>		
<b>FYTD for OUTBACK STEAKHOUSE</b>		<b>39.61</b>		



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<b>OVERLAND PACIFIC &amp; CUTLER, INC.</b>				
			<u>Remit to:</u> <b>LONG BEACH</b>	<b>CA</b>
6/4/2012	885376	3,150.00	RIGHT OF WAY SVCS-VARIOUS PROJ	3,150.00
6/11/2012	885429	3,722.50	RELOCATION SVCS-MYERS AVE PROJ	3,722.50
6/18/2012	885476	3,360.00	RIGHT OF WAY SVCS-VARIOUS PROJ	3,360.00
6/28/2012	885609	3,465.00	RELOCATION SVCS-MYERS AVE PROJ	3,465.00
<b>Vendor Total</b>		<b>13,697.50</b>		
<b>FYTD for OVERLAND PACIFIC &amp; CUTLER, INC.</b>		<b>156,573.75</b>		
<b>OWENS, TIM</b>				
			<u>Remit to:</u> <b>HERMOSA BEACH</b>	<b>CA</b>
6/4/2012	212982	9,960.00	EMPLOYEE COMPUTER TRAINING	7,500.00
			EMPLOYEE COMPUTER TRAINING	2,460.00
<b>Vendor Total</b>		<b>9,960.00</b>		
<b>FYTD for OWENS, TIM</b>		<b>9,960.00</b>		
<b>PACIFIC GREEN HORTICULTURAL SVC</b>				
			<u>Remit to:</u> <b>UPLAND</b>	<b>CA</b>
6/4/2012	885377	101.91	TURF FERTILIZATION-ZONE E-7	84.46
			TURF FERTILIZATION-ZONE E-14	17.45
<b>Vendor Total</b>		<b>101.91</b>		
<b>FYTD for PACIFIC GREEN HORTICULTURAL SVC</b>		<b>5,391.62</b>		
<b>PACIFIC TELEMAGEMENT SERVICES</b>				
			<u>Remit to:</u> <b>SAN RAMON</b>	<b>CA</b>
6/25/2012	885511	375.84	PAYPHONE SVCS	62.64
			PAYPHONE SVCS	313.20
<b>Vendor Total</b>		<b>375.84</b>		
<b>FYTD for PACIFIC TELEMAGEMENT SERVICES</b>		<b>4,547.66</b>		
<b>PAINTING BY ZEB BODE</b>				
			<u>Remit to:</u> <b>NORCO</b>	<b>CA</b>
6/18/2012	885477	3,440.00	PAINT INTERIOR DRS-TOWNGTE CTR	3,440.00
<b>Vendor Total</b>		<b>3,440.00</b>		
<b>FYTD for PAINTING BY ZEB BODE</b>		<b>23,920.00</b>		



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<b>PATTERSON, ALFREY</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/4/2012	212983	225.99	RETIREE MED JUN '12	225.99
6/28/2012	213375	225.99	RETIREE MED JUL '12	225.99
<b>Vendor Total</b>		<b>451.98</b>		
<b>FYTD for PATTERSON, ALFREY</b>		<b>2,961.21</b>		
<b>PB AMERICAS, INC.</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO</b> <b>CA</b>	
6/25/2012	213243	6,168.06	SR-60/NASON ST INTRCHNG PROJ	6,168.06
<b>Vendor Total</b>		<b>6,168.06</b>		
<b>FYTD for PB AMERICAS, INC.</b>		<b>138,462.11</b>		
<b>PBC COMMERCIAL</b>				
			<u>Remit to:</u> <b>BREA</b> <b>CA</b>	
6/4/2012	212984	68.71	REFUND-BUS. LIC OVRPMT	68.71
<b>Vendor Total</b>		<b>68.71</b>		
<b>FYTD for PBC COMMERCIAL</b>		<b>68.71</b>		
<b>PEDLEY SQUARE VETERINARY CLINIC</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
6/11/2012	885430	5,984.00	VETERINARY SVCS-ANIMAL SVCS	5,984.00
6/28/2012	885611	5,315.00	VETERINARY SVCS-ANIMAL SVCS	5,315.00
<b>Vendor Total</b>		<b>11,299.00</b>		
<b>FYTD for PEDLEY SQUARE VETERINARY CLINIC</b>		<b>68,310.25</b>		
<b>PEGAN, GUY</b>				
			<u>Remit to:</u> <b>MURRIETA</b> <b>CA</b>	
6/4/2012	212985	127.10	REIMBURSEMENT-HEACOCK BRDG PRJ	85.47
			REIMBURSEMENT-AUTO MALL PROJ.	41.63
<b>Vendor Total</b>		<b>127.10</b>		
<b>FYTD for PEGAN, GUY</b>		<b>127.10</b>		
<b>PEI PEOPLE SHAR PEI RESCUE</b>				
			<u>Remit to:</u> <b>LAKE FOREST</b> <b>CA</b>	
6/28/2012	213378	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for PEI PEOPLE SHAR PEI RESCUE</b>		<b>75.00</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PEPE'S TOWING SERVICE INC.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/4/2012	212986	648.80		
			REFUND-W/DRAWAL OF APPLICATION	324.40
			REFUND-W/DRAWAL OF APPLICATION	324.40
<b>Vendor Total</b>		<b>648.80</b>		
<b>FYTD for PEPE'S TOWING SERVICE INC.</b>		<b>648.80</b>		
<b>PERRIS VALLEY PRINTING CO.</b>				
			<u>Remit to:</u> <b>MENIFEE</b> <b>CA</b>	
6/25/2012	213244	652.16		
			PRINTING SUPPLIES	652.16
<b>Vendor Total</b>		<b>652.16</b>		
<b>FYTD for PERRIS VALLEY PRINTING CO.</b>		<b>830.16</b>		
<b>PERRY, NORMA</b>				
			<u>Remit to:</u> <b>PIONEER</b> <b>CA</b>	
6/4/2012	212987	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	213379	318.73		
			RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for PERRY, NORMA</b>		<b>4,143.49</b>		
<b>PERS LONG TERM CARE PROGRAM</b>				
			<u>Remit to:</u> <b>PASADENA</b> <b>CA</b>	
6/4/2012	212988	458.63		
			LONG TERM CARE INSURANCE	458.63
6/18/2012	213163	458.63		
			LONG TERM CARE INSURANCE	458.63
6/28/2012	213380	458.63		
				458.63
<b>Vendor Total</b>		<b>1,375.89</b>		
<b>FYTD for PERS LONG TERM CARE PROGRAM</b>		<b>12,383.01</b>		
<b>PETERSON, DARLENE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/28/2012	213381	9.50		
			REFUND-CLASS REGIS FEE	9.50
<b>Vendor Total</b>		<b>9.50</b>		
<b>FYTD for PETERSON, DARLENE</b>		<b>9.50</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PETTY CASH - FINANCE</b>			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	212989	1,338.54		
			PETTY CASH FUND REPLENISHMENT	68.75
			PETTY CASH FUND REPLENISHMENT	28.10
			PETTY CASH FUND REPLENISHMENT	31.97
			PETTY CASH FUND REPLENISHMENT	50.99
			PETTY CASH FUND REPLENISHMENT	42.00
			PETTY CASH FUND REPLENISHMENT	38.85
			PETTY CASH FUND REPLENISHMENT	63.83
			PETTY CASH FUND REPLENISHMENT	26.00
			PETTY CASH FUND REPLENISHMENT	79.75
			PETTY CASH FUND REPLENISHMENT	30.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	26.00
			PETTY CASH FUND REPLENISHMENT	17.85
			PETTY CASH FUND REPLENISHMENT	16.55
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	25.84
			PETTY CASH FUND REPLENISHMENT	8.71
			PETTY CASH FUND REPLENISHMENT	34.55
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	62.00
			PETTY CASH FUND REPLENISHMENT	44.00
			PETTY CASH FUND REPLENISHMENT	51.62
			PETTY CASH FUND REPLENISHMENT	60.00
			PETTY CASH FUND REPLENISHMENT	22.76
			PETTY CASH FUND REPLENISHMENT	29.98
			PETTY CASH FUND REPLENISHMENT	35.00
			PETTY CASH FUND REPLENISHMENT	2.69
			PETTY CASH FUND REPLENISHMENT	11.40
			PETTY CASH FUND REPLENISHMENT	25.83
			PETTY CASH FUND REPLENISHMENT	15.54
			PETTY CASH FUND REPLENISHMENT	10.00
			PETTY CASH FUND REPLENISHMENT	10.00
			PETTY CASH FUND REPLENISHMENT	10.00
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	10.40
			PETTY CASH FUND REPLENISHMENT	19.43
			PETTY CASH FUND REPLENISHMENT	26.09
			PETTY CASH FUND REPLENISHMENT	31.30
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	26.00
			PETTY CASH FUND REPLENISHMENT	35.52
			PETTY CASH FUND REPLENISHMENT	98.24

Vendor Total **1,338.54**

<b>FYTD for PETTY CASH - FINANCE</b>	<b>7,062.13</b>
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# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PETTY CASH -PARKS &amp; RECREATION</b>				
6/25/2012	213245	5,000.00	Remit to: START UP/CHANGE FUND FOR JULY4	5,000.00
<b>Vendor Total</b>		<b>5,000.00</b>		
<b>FYTD for PETTY CASH -PARKS &amp; RECREATION</b>		<b>5,000.00</b>		
<b>PHILLIPS, LAURETTA</b>				
6/28/2012	213382	50.00	Remit to: <b>MORENO VALLEY CA</b> JUDGING SVCS-2012 MV IDOL	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for PHILLIPS, LAURETTA</b>		<b>50.00</b>		
<b>PLUMMER, THEODORE W</b>				
6/28/2012	213383	650.00	Remit to: <b>MORENO VALLEY CA</b> SOUND SYSTEMS FOR 4TH OF JULY	650.00
<b>Vendor Total</b>		<b>650.00</b>		
<b>FYTD for PLUMMER, THEODORE W</b>		<b>650.00</b>		
<b>POIEMA LANDSCAPE, INC.</b>				
6/18/2012	885478	3,296.01	Remit to: <b>COLTON CA</b> LANDSCAPE MAINT-ZONE E-12 LANDSCAPE MAINT-ZONE S	2,131.00 1,165.01
<b>Vendor Total</b>		<b>3,296.01</b>		
<b>FYTD for POIEMA LANDSCAPE, INC.</b>		<b>42,230.26</b>		
<b>PREMIER PARTY &amp; TENT RENTALS</b>				
6/25/2012	213246	60.00	Remit to: <b>MORENO VALLEY CA</b> AUDIO VISUAL EQUIP-EVENT @ CRC	60.00
6/28/2012	213384	3,498.63	FORECLOSURE PREV WRKSHR RNTAL	3,498.63
<b>Vendor Total</b>		<b>3,558.63</b>		
<b>FYTD for PREMIER PARTY &amp; TENT RENTALS</b>		<b>3,558.63</b>		
<b>PRICE, GEORGE E.</b>				
6/4/2012	885378	318.73	Remit to: <b>MORENO VALLEY CA</b> RETIREE MED JUN '12	318.73
6/28/2012	885612	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for PRICE, GEORGE E.</b>		<b>4,143.49</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PRICHARD, ROBERT</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/28/2012	213385	350.00		
			JUDGING SVCS-2012 MV IDOL	150.00
			JUDGING SVCS-2012 MV IDOL	150.00
			JUDGING SVCS-2012 MV IDOL	50.00
<b>Vendor Total</b>		<b>350.00</b>		
<b>FYTD for PRICHARD, ROBERT</b>		<b>350.00</b>		
<b>PROFESSIONAL COMMUNICATIONS NETWORK PCN</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/18/2012	213164	453.00		
			"LIVE" ANSWERING SERVICE	453.00
<b>Vendor Total</b>		<b>453.00</b>		
<b>FYTD for PROFESSIONAL COMMUNICATIONS NETWORK PCN</b>		<b>5,303.85</b>		
<b>PSOMAS</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/11/2012	213077	7,555.00		
			IRONWOOD AVE IMPRVMENTS PROJ	1,960.00
			HEACOCK ST BRIDGE RPLCMNT PROJ	5,595.00
6/25/2012	213247	1,160.00		
			SR-60/NASON ST INTRCHNG PROJ	1,026.94
			SR-60/NASON ST INTRCHNG PROJ	133.06
<b>Vendor Total</b>		<b>8,715.00</b>		
<b>FYTD for PSOMAS</b>		<b>195,816.06</b>		
<b>PULLIAM, TRENT D.</b>				
			<u>Remit to:</u> <b>MISSION VIEJO</b>	<b>CA</b>
6/4/2012	885379	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885613	318.73		
			RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for PULLIAM, TRENT D.</b>		<b>6,043.49</b>		
<b>PW ENHANCEMENT CENTER</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	885431	16,664.00		
			RENTAL ASSISTANCE SVCS-HPRP	16,664.00
<b>Vendor Total</b>		<b>16,664.00</b>		
<b>FYTD for PW ENHANCEMENT CENTER</b>		<b>49,375.08</b>		
<b>QUALITY CODE PUBLISHING, LLC</b>				
			<u>Remit to:</u> <b>SEATTLE</b>	<b>WA</b>
6/11/2012	885432	1,433.84		
			SUPPLEMENT MV MUNICIPAL CODE	1,433.84
<b>Vendor Total</b>		<b>1,433.84</b>		
<b>FYTD for QUALITY CODE PUBLISHING, LLC</b>		<b>6,630.13</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RALLY MANAGEMENT SERVICES, LLC</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA CA</b>	
6/4/2012	885380	719.28		
			TEMP STAFFING SVCS-R HENDERSON	719.28
6/28/2012	885614	1,918.08		
			TEMP STAFFING SVCS-R HENDERSON	839.16
			TEMP STAFFING SVCS-R HENDERSON	359.64
			TEMP STAFFING SVCS-R HENDERSON	719.28
<b>Vendor Total</b>		<b>2,637.36</b>		
<b>FYTD for RALLY MANAGEMENT SERVICES, LLC</b>		<b>17,468.19</b>		
<b>RAMIREZ, MARISELA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
6/28/2012	213386	134.00		
			REFUND-DRUMS CLASS CANCELLED	134.00
<b>Vendor Total</b>		<b>134.00</b>		
<b>FYTD for RAMIREZ, MARISELA</b>		<b>134.00</b>		
<b>RAMOS, ROBERTO</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
6/25/2012	213248	754.00		
			INSTRUCTOR SVCS-SPANISH	21.00
			INSTRUCTOR SVCS-KINDER KARATE	131.50
			INSTRUCTOR SVCS-KINDER KARATE	162.50
			INSTRUCTOR SVCS-KINDER KARATE	196.00
			INSTRUCTOR SVCS-TAE KWON DO	243.00
<b>Vendor Total</b>		<b>754.00</b>		
<b>FYTD for RAMOS, ROBERTO</b>		<b>5,601.50</b>		
<b>RAY-RAMIREZ, DARCY L.</b>				
			<u>Remit to:</u> <b>RIVERSIDE CA</b>	
6/4/2012	212991	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	213387	318.73		
			RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for RAY-RAMIREZ, DARCY L.</b>		<b>4,143.49</b>		
<b>REDBOX AUTOMATED RETAIL, LLC</b>				
			<u>Remit to:</u> <b>OAKBROOK TERRACE IL</b>	
6/11/2012	213078	64.00		
			REFUND-BUS LIC OVERPAYMENT	64.00
<b>Vendor Total</b>		<b>64.00</b>		
<b>FYTD for REDBOX AUTOMATED RETAIL, LLC</b>		<b>351.12</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RELIFORD, AUNDRAYA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	213079	109.00	REFUND-BASKETBALL LEAGUE	109.00
<b>Vendor Total</b>		<b>109.00</b>		
<b>FYTD for RELIFORD, AUNDRAYA</b>		<b>109.00</b>		
<b>REZA, MELANIE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	213080	124.80	REFUND-PARK RESERVATION	124.80
<b>Vendor Total</b>		<b>124.80</b>		
<b>FYTD for REZA, MELANIE</b>		<b>124.80</b>		
<b>RG ENVIRONMENTAL, INC.</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
6/11/2012	213081	3,450.00	ASSESS INDOOR AIR QUAL-LIBRARY	3,450.00
<b>Vendor Total</b>		<b>3,450.00</b>		
<b>FYTD for RG ENVIRONMENTAL, INC.</b>		<b>3,450.00</b>		
<b>RICK ENGINEERING COMPANY</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/4/2012	885381	7,797.50	CACTUS AVE/NASON ST. IMPRV PRJ	7,797.50
6/11/2012	885433	20,921.70	LOCAL ST. PAVEMNT RESURF. PROJ	11,155.00
			LOCAL ST. PAVEMNT RESURF. PROJ	7,675.00
			INDIAN ST. BICYCLE LANES PROJ.	2,091.70
6/18/2012	885479	15,960.00	LOCAL ST. PAVEMNT RESURF. PROJ	8,715.00
			LOCAL ST. PAVEMNT RESURF. PROJ	6,750.00
			RIGHT OF WAY SVC-JFK@LA BRISIS	495.00
6/25/2012	885513	13,790.96	CACTUS AVE/NASON ST. IMPRV PRJ	11,560.00
			STREET IMPRVMNT PRGM SVCS	850.00
			INDIAN ST. BICYCLE LANES PROJ.	533.30
			INDIAN ST. BICYCLE LANES PROJ.	847.66
<b>Vendor Total</b>		<b>58,470.16</b>		
<b>FYTD for RICK ENGINEERING COMPANY</b>		<b>121,297.26</b>		
<b>RIGHTWAY SITE SERVICES, INC.</b>				
			Remit to: <b>LAKE ELSINORE</b>	<b>CA</b>
6/11/2012	213082	470.71	PORTABLE RESTROOM-GOLF COURSE	32.54
			PORTABLE RESTROOM-GOLF COURSE	39.74
			PORTABLE RESTROOMS-EQUEST. CTR	308.88
			PORTABLE TOILET/SVC-CITY YARD	89.55
<b>Vendor Total</b>		<b>470.71</b>		
<b>FYTD for RIGHTWAY SITE SERVICES, INC.</b>		<b>7,209.42</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RIVERSIDE AREA RAPE CRISIS CENTER</b>				
6/18/2012	213165	463.83	Remit to: <b>RIVERSIDE</b> <b>CA</b> CDBG SVCS-CHLD ABUSE PREV PRGM	463.83
<b>Vendor Total</b>		<b>463.83</b>		
<b>FYTD for RIVERSIDE AREA RAPE CRISIS CENTER</b>		<b>9,729.22</b>		
<b>RIVERSIDE COMMUNITY COLLEGE</b>				
6/28/2012	213388	100.00	Remit to: <b>RIVERSIDE</b> <b>CA</b> REFUND-MOBILE STAGE RNTL6/8/12	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for RIVERSIDE COMMUNITY COLLEGE</b>		<b>100.00</b>		
<b>RIVERSIDE COUNTY ASSESSOR</b>				
6/4/2012	212992	149.42	Remit to: <b>RIVERSIDE</b> <b>CA</b> PARCEL MAP REPRODUCTION	149.42
6/28/2012	213389	9.00	PARCEL MAP COPY SVCS	2.25
			PARCEL MAP COPY SVCS	2.25
			PARCEL MAP COPY SVCS	2.25
			PARCEL MAP COPY SVCS	2.25
<b>Vendor Total</b>		<b>158.42</b>		
<b>FYTD for RIVERSIDE COUNTY ASSESSOR</b>		<b>263.42</b>		
<b>RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH</b>				
6/25/2012	213250	100.00	Remit to: <b>RIVERSIDE</b> <b>CA</b> FRA-RABIES TESTS-ANIMAL SVCS	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH</b>		<b>650.00</b>		
<b>RIVERSIDE COUNTY EDA</b>				
6/11/2012	213083	1,200.00	Remit to: <b>RIVERSIDE</b> <b>CA</b> ICSC CONF BOOTH COST-MAY 20-22	1,200.00
<b>Vendor Total</b>		<b>1,200.00</b>		
<b>FYTD for RIVERSIDE COUNTY EDA</b>		<b>1,200.00</b>		
<b>RIVERSIDE COUNTY HABITAT CONSERVATION</b>				
6/18/2012	213166	7,685.00	Remit to: <b>RIVERSIDE</b> <b>CA</b> K-RAT MITIGATION FEES	5,000.00
			K-RAT MITIGATION FEES	870.00
			K-RAT MITIGATION FEES	1,815.00
<b>Vendor Total</b>		<b>7,685.00</b>		
<b>FYTD for RIVERSIDE COUNTY HABITAT CONSERVATION</b>		<b>41,840.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RIVERSIDE COUNTY INFORMATION TECHNOLOGY</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/4/2012	212993	1,300.65	RADIO SVCS FOR PD MOTORCYCLES	1,300.65
6/18/2012	213167	248.55	RADIO LEASE/MAINT-TECH SVCS	174.78
			RADIO LEASE/MAINT-TECH SVCS	9.71
			RADIO LEASE/MAINT-TECH SVCS	34.05
			VPN CONNECTION SVCS-TECH SVCS	30.01
6/25/2012	213251	218.54	RADIO LEASE/MAINT-TECH SVCS	174.78
			RADIO LEASE/MAINT-TECH SVCS	9.71
			RADIO LEASE/MAINT-TECH SVCS	34.05
6/28/2012	213390	1,579.21	RADIO SVCS FOR PD MOTORCYCLES	1,300.65
			RADIO LEASE/MAINT-TECH SVCS	174.78
			RADIO LEASE/MAINT-TECH SVCS	9.71
			RADIO LEASE/MAINT-TECH SVCS	34.05
			VPN CONNECTION SVCS-TECH SVCS	30.01
			VPN CONNECTION SVCS-TECH SVCS	30.01
<b>Vendor Total</b>		<b>3,346.95</b>		
<b>FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY</b>		<b>21,071.58</b>		
<b>RIVERSIDE COUNTY SHERIFF BEN CLARK</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/11/2012	213084	274.00	REG.-SEARCH WARR PREP COURSE	119.00
			REG.-ADV SEARCH WARR PREP	155.00
<b>Vendor Total</b>		<b>274.00</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK</b>		<b>12,785.00</b>		
<b>RIVERSIDE COUNTY SHERIFF COURT SERVICES</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/4/2012	212994	860.47	GARNISHMENT	107.89
			GARNISHMENT	440.40
			GARNISHMENT	312.18
6/18/2012	213168	813.54	GARNISHMENT	813.54
6/28/2012	213391	815.11	GARNISHMENT	518.13
			GARNISHMENT	296.98
<b>Vendor Total</b>		<b>2,489.12</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES</b>		<b>20,102.57</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RIVERSIDE COUNTY SHERIFF MV</b>				
6/4/2012	212995	11,091.67	Remit to: <b>MORENO VALLEY CA</b>	
			SPEC BILLING-LAW ENF. OVERTIME	1,378.55
			SPEC BILLING-LAW ENF. OVERTIME	164.90
			SPEC BILLING-LAW ENF. OVERTIME	9,182.72
			SPEC BILLING-LAW ENF. OVERTIME	365.50
<b>Vendor Total</b>		<b>11,091.67</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF MV</b>		<b>365,871.15</b>		
<b>RMA GROUP</b>				
6/4/2012	212996	10,216.94	Remit to: <b>RANCHO CUCAMONGA CA</b>	
			SR-60/NASON ST INTRCHNG PROJ	9,045.06
			SR-60/NASON ST INTRCHNG PROJ	1,171.88
6/25/2012	213252	597.27	SR-60/NASON ST INTRCHNG PROJ	528.76
			SR-60/NASON ST INTRCHNG PROJ	68.51
<b>Vendor Total</b>		<b>10,814.21</b>		
<b>FYTD for RMA GROUP</b>		<b>158,239.54</b>		
<b>ROBINSON, LAURA</b>				
6/28/2012	213392	95.00	Remit to: <b>OCEANSIDE CA</b>	
			REFUND-RABIES & SN DEPOSITS	20.00
			REFUND-RABIES & SN DEPOSITS	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for ROBINSON, LAURA</b>		<b>95.00</b>		
<b>ROCHA, SARA L.</b>				
6/28/2012	885615	779.70	Remit to: <b>QUEEN CREEK AZ</b>	
			RETIREE MED APR-JUN '12	779.70
<b>Vendor Total</b>		<b>779.70</b>		
<b>FYTD for ROCHA, SARA L.</b>		<b>4,007.01</b>		
<b>RODRIGUEZ, ADALBERTO</b>				
6/4/2012	212997	20.00	Remit to: <b>MORENO VALLEY CA</b>	
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for RODRIGUEZ, ADALBERTO</b>		<b>20.00</b>		
<b>RODRIGUEZ, AUTUMN EARLE</b>				
6/28/2012	213393	150.00	Remit to: <b>BEAUMONT CA</b>	
			JUDGING SVCS-2012 MV IDOL	50.00
			JUDGING SVCS-2012 MV IDOL	50.00
			JUDGING SVCS-2012 MV IDOL	50.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for RODRIGUEZ, AUTUMN EARLE</b>		<b>150.00</b>		



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<b>RODRIGUEZ, RICARDO</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
6/28/2012	213394	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for RODRIGUEZ, RICARDO</b>		<b>75.00</b>		
<b>ROGERS, EUGENE</b>				
			Remit to: <b>PEBBLE BEACH</b>	<b>CA</b>
6/4/2012	885383	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885616	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for ROGERS, EUGENE</b>		<b>4,143.49</b>		
<b>ROSENOW SPEVACEK GROUP (RSG, INC.)</b>				
			Remit to: <b>SANTA ANA</b>	<b>CA</b>
6/11/2012	213086	325.00	NSP ELIGIBILITY REVIEW SVCS	325.00
<b>Vendor Total</b>		<b>325.00</b>		
<b>FYTD for ROSENOW SPEVACEK GROUP (RSG, INC.)</b>		<b>5,410.00</b>		
<b>ROSS, DAVID T.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	885384	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885617	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for ROSS, DAVID T.</b>		<b>4,143.49</b>		
<b>ROSSON, LOUIS A.</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
6/4/2012	885385	165.81	RETIREE MED JUN '12	165.81
6/28/2012	885618	262.31	RETIREE MED JUL '12	165.81
			RETIREE MED JUL '12	96.50
<b>Vendor Total</b>		<b>428.12</b>		
<b>FYTD for ROSSON, LOUIS A.</b>		<b>3,364.47</b>		
<b>ROUNSLEY, CAROL</b>				
			Remit to: <b>TEMECULA</b>	<b>CA</b>
6/4/2012	212998	500.00	REFUND-5/14/12 RENTAL DEPOSIT	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for ROUNSLEY, CAROL</b>		<b>500.00</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ROUTE 66 FIRE PROTECTION, INC.</b>				
			<u>Remit to:</u> <b>LA VERNE</b> <b>CA</b>	
6/28/2012	213395	54.00	REFUND-PLAN CHECK OVRPYMNT	54.00
<b>Vendor Total</b>		<b>54.00</b>		
<b>FYTD for ROUTE 66 FIRE PROTECTION, INC.</b>		<b>54.00</b>		
<b>RUIZ, BEATRIZ</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/11/2012	213087	300.00	REFUND-DEPOSIT SENIOR CTR	300.00
<b>Vendor Total</b>		<b>300.00</b>		
<b>FYTD for RUIZ, BEATRIZ</b>		<b>300.00</b>		
<b>RUSSO, JOHN</b>				
			<u>Remit to:</u> <b>RANCHO MIRAGE</b> <b>CA</b>	
6/4/2012	885386	225.99	RETIREE MED JUN '12	225.99
6/28/2012	885619	225.99	RETIREE MED JUL '12	225.99
<b>Vendor Total</b>		<b>451.98</b>		
<b>FYTD for RUSSO, JOHN</b>		<b>2,961.21</b>		
<b>RYMAX ELECTRIC, INC.</b>				
			<u>Remit to:</u> <b>UPLAND</b> <b>CA</b>	
6/25/2012	213253	3,845.00	REPLACE LIGHT FIXTURES-ZONE M	3,220.00
			LIGHTING MAINT-ZONE E-1	125.00
			LIGHTING MAINT-ZONE E-2	125.00
			LIGHTING MAINT-ZONE E-3	125.00
			LIGHTING MAINT-ZONE E-7	125.00
			LIGHTING MAINT-ZONE M	125.00
6/28/2012	213396	2,320.83	LIGHTING REPAIRS-ZONE E-1	345.70
			LIGHTING REPAIRS-ZONE E-2	301.36
			LIGHTING REPAIRS-ZONE E-3	1,169.17
			LIGHTING REPAIRS-ZONE E-7	189.60
			TROUBLESHOOT IRRIG CNTRL PWR	315.00
<b>Vendor Total</b>		<b>6,165.83</b>		
<b>FYTD for RYMAX ELECTRIC, INC.</b>		<b>12,768.56</b>		
<b>S &amp; S CONSTRUCTION</b>				
			<u>Remit to:</u> <b>GRAND TERRACE</b> <b>CA</b>	
6/25/2012	213278	9,900.00	INSTALL CONCRETE-CRC PROJECT	8,700.00
			INSTALL CONCRETE-CRC PROJECT	1,200.00
<b>Vendor Total</b>		<b>9,900.00</b>		
<b>FYTD for S &amp; S CONSTRUCTION</b>		<b>19,970.00</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SA ASSOCIATES</b>				
			Remit to: <b>ARCADIA</b>	<b>CA</b>
6/11/2012	885435	12,150.00		
			PROF CONSULTANT STAFFING SVCS	12,150.00
	<b>Vendor Total</b>	<b>12,150.00</b>		
<b>FYTD for SA ASSOCIATES</b>		<b>103,425.00</b>		
<b>SABRE LIGHTING AND SIGNS</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	212999	351.97		
			STICKERS FOR FUEL DISP. TANKS	206.00
			INSTALLATION LABOR	130.00
			CA SALES TAX	15.97
	<b>Vendor Total</b>	<b>351.97</b>		
<b>FYTD for SABRE LIGHTING AND SIGNS</b>		<b>3,845.16</b>		
<b>SAFEWAY SIGN CO.</b>				
			Remit to: <b>ADELANTO</b>	<b>CA</b>
6/28/2012	885620	3,175.72		
			TRAFFIC SIGNS/HARDWARE	2,391.60
			TRAFFIC SIGNS/HARDWARE	784.12
	<b>Vendor Total</b>	<b>3,175.72</b>		
<b>FYTD for SAFEWAY SIGN CO.</b>		<b>53,697.36</b>		
<b>SAGE COLLEGE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	213088	38.63		
			REFUND-DUP CITATION PYMNT	30.00
			REFUND-DUP CITATION PYMNT	8.63
	<b>Vendor Total</b>	<b>38.63</b>		
<b>FYTD for SAGE COLLEGE</b>		<b>38.63</b>		
<b>SALMAN, CLAUDIA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	213000	156.00		
			INSTRUCTOR SVCS-LATIN ZUMBA	36.00
			INSTRUCTOR SVCS-LATIN ZUMBA	120.00
	<b>Vendor Total</b>	<b>156.00</b>		
<b>FYTD for SALMAN, CLAUDIA</b>		<b>744.00</b>		
<b>SCEC</b>				
			Remit to: <b>ORANGE</b>	<b>CA</b>
6/4/2012	213001	2,113.26		
			PERMIT SVCS-MORRISON PARK FS	2,113.26
	<b>Vendor Total</b>	<b>2,113.26</b>		
<b>FYTD for SCEC</b>		<b>2,113.26</b>		



**City of Moreno Valley**  
**Check Register**  
 For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SCHIEFELBEIN, LORI C.</b>				
			<u>Remit to:</u> <b>BULLHEAD CITY</b> <b>AZ</b>	
6/4/2012	213002	637.46	RETIREE MED APR-MAY 12, PD JUN	637.46
6/11/2012	213089	1,141.25	CONSULTANT SVCS-ROT. TOW PRGM	1,141.25
6/28/2012	213397	318.73	RETIREE MED JUN 12, PD JUL 12	318.73
<b>Vendor Total</b>		<b>2,097.44</b>		
<b>FYTD for SCHIEFELBEIN, LORI C.</b>		<b>14,421.00</b>		
<b>SCHLOSS, JOSEPH</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/28/2012	213398	200.00	REFUND-6/15/12 EVENT DEPOSIT	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for SCHLOSS, JOSEPH</b>		<b>200.00</b>		
<b>SCHUMAN, MICHAEL</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
6/4/2012	885387	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885621	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for SCHUMAN, MICHAEL</b>		<b>2,231.11</b>		
<b>SEARS, MAURICE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/25/2012	213255	300.00	TEEN BAND-SOUND-JULY 4	300.00
<b>Vendor Total</b>		<b>300.00</b>		
<b>FYTD for SEARS, MAURICE</b>		<b>300.00</b>		
<b>SECTRAN SECURITY, INC</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b> <b>CA</b>	
6/28/2012	213399	477.00	ARMORED TRANSPORT SVCS-UTILITY	159.00
			ARMORED TRANSPORT SVCS-PARKS	159.00
			ARMORED TRANSPORT SVCS-CASHIER	159.00
<b>Vendor Total</b>		<b>477.00</b>		
<b>FYTD for SECTRAN SECURITY, INC</b>		<b>6,201.00</b>		
<b>SECURITY &amp; COMMUNICATIONS CONSULTING SVC</b>				
			<u>Remit to:</u> <b>CLOVIS</b> <b>CA</b>	
6/28/2012	885622	6,876.30	SVCS-CITYWIDE CAMERA SURV. SYS	6,876.30
<b>Vendor Total</b>		<b>6,876.30</b>		
<b>FYTD for SECURITY &amp; COMMUNICATIONS CONSULTING SVC</b>		<b>26,029.00</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SECURITY LOCK &amp; KEY</b>				
			Remit to: <b>YUCAIPA</b>	<b>CA</b>
6/4/2012	885388	62.50	LOCK REPAIR-FAIRWAY PARK	62.50
<b>Vendor Total</b>		<b>62.50</b>		
<b>FYTD for SECURITY LOCK &amp; KEY</b>		<b>6,571.62</b>		
<b>SHARRETT, SHARON K.</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
6/4/2012	213003	165.81	RETIREE MED JUN '12	165.81
6/28/2012	213400	165.81	RETIREE MED JUL '12	165.81
<b>Vendor Total</b>		<b>331.62</b>		
<b>FYTD for SHARRETT, SHARON K.</b>		<b>2,206.47</b>		
<b>SHEFFIELD FORECLOSURE RENOVATION</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/4/2012	213004	4,139.94	FINAL REHAB COSTS-12209 NITA	4,139.94
6/25/2012	213256	5,098.84	FINAL REHAB COSTS-25241 TODD	5,098.84
6/28/2012	213401	11,176.56	PROPERTY REHAB-11757 MENTZELIA	11,176.56
<b>Vendor Total</b>		<b>20,415.34</b>		
<b>FYTD for SHEFFIELD FORECLOSURE RENOVATION</b>		<b>257,839.53</b>		
<b>SHELDON, STUART H.</b>				
			Remit to: <b>MURRIETA</b>	<b>CA</b>
6/4/2012	213005	318.73	RETIREE MED JUN '12	318.73
6/28/2012	213402	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for SHELDON, STUART H.</b>		<b>4,143.49</b>		
<b>SHELL OIL CO.</b>				
			Remit to: <b>COLUMBUS</b>	<b>OH</b>
6/11/2012	213091	62.00	FUEL PURCHASE-PARKS	62.00
6/25/2012	213257	64.51	FUEL PURCHASES-PD SET	64.51
6/25/2012	213258	2,570.59	FUEL PURCHASES-PD MTRCYCLES	2,570.59
<b>Vendor Total</b>		<b>2,697.10</b>		
<b>FYTD for SHELL OIL CO.</b>		<b>25,877.11</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SHOE 4 LESS</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
6/11/2012	213092	122.96		
			REFUND-BUS. LIC OVERPMT	122.96
<b>Vendor Total</b>		<b>122.96</b>		
<b>FYTD for SHOE 4 LESS</b>		<b>122.96</b>		
<b>SIMPLOT PARTNERS</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
6/11/2012	213093	4,280.69		
			FERTILIZER FOR CFD#1 PARKS	4,280.69
<b>Vendor Total</b>		<b>4,280.69</b>		
<b>FYTD for SIMPLOT PARTNERS</b>		<b>9,636.73</b>		
<b>SINGER &amp; COFFIN, APC</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
6/28/2012	885624	3,481.00		
			LEGAL SVCS	3,481.00
<b>Vendor Total</b>		<b>3,481.00</b>		
<b>FYTD for SINGER &amp; COFFIN, APC</b>		<b>28,106.70</b>		
<b>SKY PUBLISHING</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/18/2012	213170	840.00		
			SHOP MOVAL ADVERTISING/MAY 3-5	840.00
<b>Vendor Total</b>		<b>840.00</b>		
<b>FYTD for SKY PUBLISHING</b>		<b>58,763.50</b>		
<b>SKY TRAILS MOBILE VILLAGE</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
6/25/2012	885516	57.26		
			REFUND-EXEMPT UTIL. USER TAXES	57.26
6/28/2012	885625	50.56		
			REFUND-EXEMPT UTIL. USER TAXES	50.56
<b>Vendor Total</b>		<b>107.82</b>		
<b>FYTD for SKY TRAILS MOBILE VILLAGE</b>		<b>796.90</b>		
<b>SLAGERMAN, SUSAN A.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	885389	318.73		
			RETIREE MED APR 12, PD JUN 12	318.73
6/28/2012	885626	637.46		
			RETIREE MED MAY-JUN 12, PD JUL	637.46
<b>Vendor Total</b>		<b>956.19</b>		
<b>FYTD for SLAGERMAN, SUSAN A.</b>		<b>3,506.03</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SMITH FLOORS &amp; INSTALLATIONS</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/28/2012	885627	3,145.00	FURNISH/INSTALL CARPET-F.S.#91	3,145.00
<b>Vendor Total</b>		<b>3,145.00</b>		
<b>FYTD for SMITH FLOORS &amp; INSTALLATIONS</b>		<b>8,705.00</b>		
<b>SMITH, ERNEST FRANK</b>				
			Remit to: <b>FONTANA</b>	<b>CA</b>
6/28/2012	213404	1,912.38	RETIREE MED JAN-JUN 12, PD JUL	1,912.38
<b>Vendor Total</b>		<b>1,912.38</b>		
<b>FYTD for SMITH, ERNEST FRANK</b>		<b>5,737.14</b>		
<b>SMITH, MARIA A.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	885390	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885628	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for SMITH, MARIA A.</b>		<b>4,143.49</b>		
<b>SOCO GROUP, INC</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
6/11/2012	885436	15,621.76	FUEL PURCH-CITY VEHICLES/EQUIP	8,354.33
			FUEL PURCH-CITY VEHICLES/EQUIP	7,267.43
6/25/2012	885517	6,143.87	FUEL PURCH-CITY VEHICLES/EQUIP	6,143.87
6/28/2012	885629	13,489.92	FUEL PURCH-CITY VEHICLES/EQUIP	6,474.97
			FUEL PURCH-CITY VEHICLES/EQUIP	7,014.95
<b>Vendor Total</b>		<b>35,255.55</b>		
<b>FYTD for SOCO GROUP, INC</b>		<b>392,375.50</b>		
<b>SOSA, HUGO</b>				
			Remit to: <b>ELK GROVE</b>	<b>CA</b>
6/25/2012	213259	330.00	INSTRUCTOR SVCS-KARATEDO CLASS	210.00
			INSTRUCTOR SVCS-KARATEDO CLASS	120.00
6/28/2012	213405	90.00	INSTRUCTOR SVCS-KARATEDO CLASS	90.00
<b>Vendor Total</b>		<b>420.00</b>		
<b>FYTD for SOSA, HUGO</b>		<b>3,720.00</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SOUTH COAST AIR QUALITY MGMT DISTRICT</b>			<u>Remit to:</u> <b>DIAMOND BAR</b>	<b>CA</b>
6/18/2012	213171	633.87		
			ANNUAL OPERATING FEES-CITY YRD	91.90
			EMISSIONS FLAT FEE-CITY YARD	115.56
			ANNUAL OPERATING FEES-CITY HLL	310.85
			EMISSIONS FEE-CITY HLL GENERTR	115.56
<b>Vendor Total</b>		<b>633.87</b>		
<b>FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT</b>		<b>12,718.50</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SOUTHERN CALIFORNIA EDISON</b>			<u>Remit to:</u> <b>ROSEMEAD</b>	<b>CA</b>
6/4/2012	213006	5,313.70		
			ELECTRICITY	112.69
			ELECTRICITY	22.28
			ELECTRICITY	143.28
			ELECTRICITY	876.06
			ELECTRICITY	1,302.29
			ELECTRICITY	125.94
			ELECTRICITY	209.71
			ELECTRICITY	538.47
			ELECTRICITY	655.61
			ELECTRICITY	156.33
			ELECTRICITY	154.84
			ELECTRICITY	793.54
			ELECTRICITY	172.62
			ELECTRICITY	50.04
6/11/2012	213094	4,848.03		
			ELECTRICITY	69.94
			ELECTRICITY	127.93
			ELECTRICITY	23.01
			ELECTRICITY	1,072.88
			ELECTRICITY	791.60
			ELECTRICITY	1,007.64
			ELECTRICITY	336.46
			ELECTRICITY	397.51
			ELECTRICITY	62.53
			ELECTRICITY	25.00
			ELECTRICITY	664.95
			ELECTRICITY	93.91
			ELECTRICITY	98.90
			ELECTRICITY	75.77
6/11/2012	213095	15,380.43		
			RELOCATE ST LIGHTS-CACT./NASON	15,380.43
6/18/2012	213173	185.13		
			REABILITY SVC-DLAP_SCE_SEES_HV	185.13
6/25/2012	213260	243.21		
			UNMET CONTRACT OBLIGATION FEE	243.21
6/25/2012	213261	20,014.09		
			ELECTRICITY	200.50
			ELECTRICITY	28.23
			ELECTRICITY	24.62
			ELECTRICITY	4,923.66
			ELECTRICITY	784.05
			ELECTRICITY	2,742.02
			ELECTRICITY	18.56
			ELECTRICITY	774.40
			ELECTRICITY	2,098.56
			ELECTRICITY	1,181.90
			ELECTRICITY	41.14
			ELECTRICITY	3,164.56
			ELECTRICITY	30.96
			ELECTRICITY	198.29



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	1,758.45
			ELECTRICITY	352.90
			ELECTRICITY	448.76
			ELECTRICITY	475.05
			ELECTRICITY	194.24
			ELECTRICITY	160.72
			ELECTRICITY	185.15
			ELECTRICITY	150.55
			ELECTRICITY	49.66
			ELECTRICITY	27.16
6/25/2012	213262	15,369.83		
			RELIABILITY SVC-DLAP_SCE_SEES_	174.95
			FERC CHRGS-ADDED FACILITIES	701.48
			ELECTRIC CHARGES	346.67
			FERC-115KV PROJ-13571 MOR. BCH	14,146.73
6/28/2012	213407	5,011.43		
			ELECTRICITY	96.70
			ELECTRICITY	35.13
			ELECTRICITY	24.87
			ELECTRICITY	69.99
			ELECTRICITY	23.52
			ELECTRICITY	135.43
			ELECTRICITY	1,127.47
			ELECTRICITY	980.33
			ELECTRICITY	173.66
			ELECTRICITY	256.49
			ELECTRICITY	1,071.42
			ELECTRICITY	144.53
			ELECTRICITY	643.92
			ELECTRICITY	167.66
			ELECTRICITY	60.31
<b>Vendor Total</b>		<b>66,365.85</b>		

<b>FYTD for SOUTHERN CALIFORNIA EDISON</b>	<b>3,533,737.68</b>
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SOUTHERN CALIFORNIA GAS CO.</b>				
			Remit to: <b>MONTEREY PARK</b>	<b>CA</b>
6/18/2012	213174	3,194.56		
			GAS CHARGES	426.56
			GAS CHARGES	1,648.93
			GAS CHARGES	16.41
			GAS CHARGES	28.05
			GAS CHARGES	15.12
			GAS CHARGES	273.71
			GAS CHARGES	41.46
			GAS CHARGES	20.78
			GAS CHARGES	135.68
			GAS CHARGES	102.85
			GAS CHARGES	64.49
			GAS CHARGES	37.28
			GAS CHARGES	54.39
			GAS CHARGES	40.20
			GAS CHARGES	75.36
			GAS CHARGES	22.57
			GAS CHARGES	190.72
<b>Vendor Total</b>		<b>3,194.56</b>		
<b>FYTD for SOUTHERN CALIFORNIA GAS CO.</b>		<b>77,603.10</b>		
<b>SPARKLETTS</b>				
			Remit to: <b>DALLAS</b>	<b>TX</b>
6/4/2012	213007	39.76		
			WATER SERVICE-CREEKSIDE ELEM.	11.01
			WATER SERVICE-ARMADA ELEM.	28.75
6/25/2012	213263	4.50		
			WATER SERVICE-EMERG MGMT SVCS	4.50
6/28/2012	213408	5.00		
			WATER SERVICE-GOLF COURSE	5.00
<b>Vendor Total</b>		<b>49.26</b>		
<b>FYTD for SPARKLETTS</b>		<b>694.91</b>		
<b>SPECIALIZED BUSINESS SYSTEMS, INC</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
6/25/2012	213264	1,531.00		
			LEKTRIEVER SVC AGREEMNT	1,531.00
<b>Vendor Total</b>		<b>1,531.00</b>		
<b>FYTD for SPECIALIZED BUSINESS SYSTEMS, INC</b>		<b>1,531.00</b>		
<b>SPECK, GARY B.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	885391	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885630	318.73		
			RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for SPECK, GARY B.</b>		<b>4,143.49</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SPENCER, MARTHA</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
6/4/2012	885392	225.99	RETIREE MED JUN '12	225.99
6/28/2012	885631	225.99	RETIREE MED JUL '12	225.99
<b>Vendor Total</b>		<b>451.98</b>		
<b>FYTD for SPENCER, MARTHA</b>		<b>2,961.21</b>		
<b>SPRINT</b>				
			Remit to: <b>KANSAS CITY MO</b>	
6/4/2012	213008	30.00	SUBPOENA COMPLNCE SVCS FOR PD	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for SPRINT</b>		<b>630.00</b>		
<b>SPRINT/NEXTEL</b>				
			Remit to: <b>CAROL STREAM IL</b>	
6/4/2012	885393	73.81	CELL PHONE SVCS-GANG TASK FRC	73.81
6/18/2012	885480	643.23	CELL PHONE SVCS-GANG TASK FRC	643.23
<b>Vendor Total</b>		<b>717.04</b>		
<b>FYTD for SPRINT/NEXTEL</b>		<b>7,763.51</b>		
<b>STANDARD INSURANCE CO</b>				
			Remit to: <b>PORTLAND OR</b>	
6/11/2012	213097	1,775.12	SUPPLEMENTAL INSURANCE	1,775.12
<b>Vendor Total</b>		<b>1,775.12</b>		
<b>FYTD for STANDARD INSURANCE CO</b>		<b>356,737.31</b>		
<b>STANLEY CONVERGENT SECURITY SOLUTNS, INC</b>				
			Remit to: <b>RIVERSIDE CA</b>	
6/4/2012	885394	179.35	MONITORING SVCS-PARK SNCK BARS	179.35
<b>Vendor Total</b>		<b>179.35</b>		
<b>FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC</b>		<b>25,382.93</b>		
<b>STATE BOARD OF EQUALIZATION</b>				
			Remit to: <b>SACRAMENTO CA</b>	
6/22/2012	53112	1,977.00	SALES & USE TAX 5/1-6/15/12	1,977.00
<b>Vendor Total</b>		<b>1,977.00</b>		
<b>FYTD for STATE BOARD OF EQUALIZATION</b>		<b>62,641.79</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>STATE DISBURSEMENT UNIT</b>				
			<u>Remit to:</u> <b>WEST SACRAMENTO CA</b>	
6/4/2012	213009	27.00		
			CS#0650464971-01/0650613537-01	27.00
6/14/2012	3092	2,137.96		
			CHILD SUPPORT W/H 6/14/12	2,137.96
6/28/2012	3100	2,194.99		
			CHILD SUPPORT W/H 6/28/12	2,194.99
6/28/2012	213409	54.00		
			CS#0650464971-01/0650613537-01	54.00
6/28/2012	213410	165.00		
			CASE 200000000199597-J. COSEY	165.00
<b>Vendor Total</b>		<b>4,578.95</b>		
<b>FYTD for STATE DISBURSEMENT UNIT</b>		<b>56,825.53</b>		
<b>STATE OF CALIFORNIA DEPT OF FISH &amp; GAME</b>				
			<u>Remit to:</u> <b>ONTARIO CA</b>	
6/4/2012	213010	168.00		
			SAA MINOR AMENDMENT FEE	168.00
<b>Vendor Total</b>		<b>168.00</b>		
<b>FYTD for STATE OF CALIFORNIA DEPT OF FISH &amp; GAME</b>		<b>168.00</b>		
<b>STATE OF CALIFORNIA DEPT. OF CONSUMER AF</b>				
			<u>Remit to:</u> <b>SACRAMENTO CA</b>	
6/4/2012	213011	125.00		
			M. LAZARUS-PROF LIC. RENEWAL	125.00
<b>Vendor Total</b>		<b>125.00</b>		
<b>FYTD for STATE OF CALIFORNIA DEPT. OF CONSUMER AF</b>		<b>875.00</b>		
<b>STATE OF CALIFORNIA DEPT. OF JUSTICE</b>				
			<u>Remit to:</u> <b>SACRAMENTO CA</b>	
6/4/2012	213012	4,062.00		
			BLOOD ALCOHOL ANALYSIS FOR PD	980.00
			FINGERPRINTING SVCS-PD	2,666.00
			FINGERPRINTING SVCS-PARKS	96.00
			FINGERPRINTING SVCS-PD	32.00
			FINGERPRINTING SVCS-HUM. RES.	288.00
6/18/2012	213175	35.00		
			BLOOD ALCOHOL ANALYSIS FOR PD	35.00
6/28/2012	213411	3,266.00		
			FINGERPRINTING SVCS-PD	3,266.00
<b>Vendor Total</b>		<b>7,363.00</b>		
<b>FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE</b>		<b>59,396.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>STATE OF CALIFORNIA/DEPT OF COM SVCS&amp;DEV</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b> <b>CA</b>	
6/11/2012	213099	473.83		
			REFUND-MVU/EDUARDO TORRES	138.05
			REFUND-MVU/KESHANNA PERKINS	131.18
			REFUND-MVU/VANESSA ARROYO	204.60
6/25/2012	213265	394.70		
			REFUND-MVU/APRIL A. ARROYO	371.45
			REFUND-MVU/PATRICK E. O'BRIEN	23.25
<b>Vendor Total</b>		<b>868.53</b>		
<b>FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&amp;DEV</b>		<b>2,638.23</b>		
<b>STENO SOLUTIONS TRANSCRIPTION SVCS., IN</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
6/18/2012	213176	2,920.64		
			DICTATION & TRANSCRIPTION SVCS	2,920.64
<b>Vendor Total</b>		<b>2,920.64</b>		
<b>FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN</b>		<b>24,436.96</b>		
<b>STEWART, CLIFFORD</b>				
			<u>Remit to:</u> <b>GLENDALE</b> <b>AZ</b>	
6/4/2012	885395	271.44		
			RETIREE MED JUN '12	271.44
6/28/2012	885632	271.44		
			RETIREE MED JUL '12	271.44
<b>Vendor Total</b>		<b>542.88</b>		
<b>FYTD for STEWART, CLIFFORD</b>		<b>3,507.36</b>		
<b>STK ARCHITECTURE, INC.</b>				
			<u>Remit to:</u> <b>TEMECULA</b> <b>CA</b>	
6/18/2012	885482	2,299.57		
			ANNEX #1 RE-DESIGN/RENOV. PROJ	2,293.41
			ANNEX #1 RE-DESIGN/RENOV. PROJ	0.20
			ANNEX #1 RE-DESIGN/RENOV. PROJ	5.96
<b>Vendor Total</b>		<b>2,299.57</b>		
<b>FYTD for STK ARCHITECTURE, INC.</b>		<b>356,946.16</b>		
<b>STRICKLER ASSOCIATION, THE</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO</b> <b>CA</b>	
6/25/2012	885519	4,810.00		
			CONSULTING SVCS-NGHBRHOOD PRGM	4,810.00
<b>Vendor Total</b>		<b>4,810.00</b>		
<b>FYTD for STRICKLER ASSOCIATION, THE</b>		<b>42,428.75</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>STRICKLER II, JOHN W.</b>				
<u>Remit to:</u> <b>SAN BERNARDINO CA</b>				
6/4/2012	885396	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885633	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for STRICKLER II, JOHN W.</b>		<b>4,143.49</b>		
<b>STROM, BONNIE</b>				
<u>Remit to:</u> <b>COLTON CA</b>				
6/4/2012	885397	1,582.00	RETIREE MED JAN '11 - April '1	1,582.00
<b>Vendor Total</b>		<b>1,582.00</b>		
<b>FYTD for STROM, BONNIE</b>		<b>1,582.00</b>		
<b>STUDIO 33 PRODUCTIONS</b>				
<u>Remit to:</u> <b>COLTON CA</b>				
6/28/2012	213413	7,017.50	DEPOSIT-JULY 4TH EVENT EQUIPMT	7,017.50
6/28/2012	213414	350.00	JUDGING PLATFORM FOR JULY 4TH	350.00
6/28/2012	213415	7,017.50	BAL DUE-JULY 4TH EVENT EQUIPMT	7,017.50
<b>Vendor Total</b>		<b>14,385.00</b>		
<b>FYTD for STUDIO 33 PRODUCTIONS</b>		<b>14,385.00</b>		
<b>SUNNYMEAD ACE HARDWARE</b>				
<u>Remit to:</u> <b>MORENO VALLEY CA</b>				
6/18/2012	213177	16.67	MISC SUPPLIES-FIRE DEPT	16.67
6/25/2012	213266	37.68	MISC SUPPLIES-FIRE DEPT	37.68
<b>Vendor Total</b>		<b>54.35</b>		
<b>FYTD for SUNNYMEAD ACE HARDWARE</b>		<b>1,561.88</b>		
<b>SUNNYMEAD ANIMAL HOSPITAL</b>				
<u>Remit to:</u> <b>MORENO VALLEY CA</b>				
6/18/2012	213178	686.80	PHYSICAL EXAMS/VACC-K9-OZZIE	102.00
			PHYSICAL EXAMS/MEDS-K9-IVAN	285.36
			VACCINATION FEE-K9-IVAN	10.00
			HEATWORM TREATMENT-K-9-IVAN	25.00
			FLEA CONTROL FEE-K-9-IVAN	193.95
			HEARTGARD FEE-K-9-IVAN	70.49
<b>Vendor Total</b>		<b>686.80</b>		
<b>FYTD for SUNNYMEAD ANIMAL HOSPITAL</b>		<b>735.50</b>		





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<b>SUPERIOR TOWING INC</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
6/4/2012	213013	450.00	TOWING SVCS FOR PD-MV101960162	450.00
<b>Vendor Total</b>		<b>450.00</b>		
<b>FYTD for SUPERIOR TOWING INC</b>		<b>450.00</b>		
<b>SUTTON, RODRICK</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
6/28/2012	213416	49.60	REFUND FOR T-BALL	49.60
<b>Vendor Total</b>		<b>49.60</b>		
<b>FYTD for SUTTON, RODRICK</b>		<b>49.60</b>		
<b>SWAUNCY, SHERMAN</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
6/18/2012	213179	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for SWAUNCY, SHERMAN</b>		<b>75.00</b>		
<b>T-34 HERITAGE FOUNDATION, INC</b>				
			Remit to: <b>ALISO VIEJO CA</b>	
6/18/2012	213180	500.00	MEMORIAL DAY FLYOVER	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for T-34 HERITAGE FOUNDATION, INC</b>		<b>1,250.00</b>		
<b>TAPCO, INC.</b>				
			Remit to: <b>BROWN DEER WI</b>	
6/18/2012	213181	11,399.52	3670-00010 RETRO REFLECTOMETER	9,229.60
			3670-00002 REMOTE CONTROL	1,350.00
			SALES TAX @ 7.75%	819.92
<b>Vendor Total</b>		<b>11,399.52</b>		
<b>FYTD for TAPCO, INC.</b>		<b>11,399.52</b>		
<b>TARGET SPECIALTY PRODUCTS</b>				
			Remit to: <b>SANTA FE SPRINGS CA</b>	
6/11/2012	885438	5,006.50	ROUNDUP PROMAX HERBICIDE	4,993.50
			ROUNDUP PROMAX HERBICIDE	13.00
<b>Vendor Total</b>		<b>5,006.50</b>		
<b>FYTD for TARGET SPECIALTY PRODUCTS</b>		<b>10,013.00</b>		
<b>TAX COMPLIANCE SERVICES</b>				
			Remit to: <b>THOUSAND OAKS CA</b>	
6/25/2012	213267	5,000.00	UUT COMPLIANCE & AUDIT SVCS	5,000.00
<b>Vendor Total</b>		<b>5,000.00</b>		
<b>FYTD for TAX COMPLIANCE SERVICES</b>		<b>67,500.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>TAYLOR, STEVE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/28/2012	213418	150.00	REFUND-EVENT DEPOSIT LESS 2 HR	150.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for TAYLOR, STEVE</b>		<b>150.00</b>		
<b>TAYLOR'S APPLIANCE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/18/2012	213182	329.78	GAS RANGE REPAIR-FIRE STN #58	84.00
			GAS RANGE REPAIR-FIRE STN #58	89.04
			GAS RANGE REPAIR-FIRE STN #58	156.74
<b>Vendor Total</b>		<b>329.78</b>		
<b>FYTD for TAYLOR'S APPLIANCE</b>		<b>932.69</b>		
<b>TERRELL, ZARA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/18/2012	213183	1,500.00	TUITION FEE REIMBURSEMENT	1,500.00
<b>Vendor Total</b>		<b>1,500.00</b>		
<b>FYTD for TERRELL, ZARA</b>		<b>1,500.00</b>		
<b>THOMPSON COBURN LLP</b>				
			Remit to: <b>WASHINGTON</b>	<b>DC</b>
6/28/2012	885634	67.00	LEGAL SVCS FOR MVU	67.00
<b>Vendor Total</b>		<b>67.00</b>		
<b>FYTD for THOMPSON COBURN LLP</b>		<b>19,998.77</b>		
<b>THOMPSON, MICHAEL</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/28/2012	213420	750.00	REFUND-6/9/12 EVENT DEPOSIT	750.00
<b>Vendor Total</b>		<b>750.00</b>		
<b>FYTD for THOMPSON, MICHAEL</b>		<b>750.00</b>		
<b>THOMSON REUTERS INC</b>				
			Remit to: <b>ENCINO</b>	<b>CA</b>
6/4/2012	213015	176.72	LEGAL PUBLICATIONS SUBSCRPTNS	176.72
6/28/2012	213421	741.35	LEGAL PUBLICATIONS SUBSCRPTNS	741.35
<b>Vendor Total</b>		<b>918.07</b>		
<b>FYTD for THOMSON REUTERS INC</b>		<b>6,732.40</b>		



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<b>TIMOTHY KRANTZ ENVIRONMENTAL CONSULTING</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
6/18/2012	885483	13,950.00		
			PEER REVIEW-WORLD LOGISTIC CTR	13,950.00
<b>Vendor Total</b>		<b>13,950.00</b>		
<b>FYTD for TIMOTHY KRANTZ ENVIRONMENTAL CONSULTING</b>		<b>36,240.00</b>		
<b>T-MOBILE USA</b>				
			<u>Remit to:</u> <b>SEATTLE</b> <b>WA</b>	
6/4/2012	213014	400.00		
			E911 LOCATOR TOOL SVCS FOR PD	400.00
6/28/2012	213417	700.00		
			E911 LOCATOR TOOL SVCS FOR PD	400.00
			E911 LOCATOR TOOL SVCS FOR PD	300.00
<b>Vendor Total</b>		<b>1,100.00</b>		
<b>FYTD for T-MOBILE USA</b>		<b>2,100.00</b>		
<b>TORRES, ERICKA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/4/2012	213017	300.00		
			REFUND-5/12/12 RENTAL DEPOSIT	300.00
<b>Vendor Total</b>		<b>300.00</b>		
<b>FYTD for TORRES, ERICKA</b>		<b>300.00</b>		
<b>TORRES, MARIA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
6/25/2012	213268	675.00		
			REFUND-6/2/12 EVENT DEPOSIT	675.00
<b>Vendor Total</b>		<b>675.00</b>		
<b>FYTD for TORRES, MARIA</b>		<b>675.00</b>		
<b>TR DESIGN GROUP, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
6/25/2012	885520	9,865.00		
			TRANSP MGMT CTR PROJ SVCS	9,865.00
6/28/2012	885635	4,000.00		
			PSB CONVERSION PROJ-PHASE II	1,500.00
			PSB CONVERSION PROJ-PHASE II	2,500.00
<b>Vendor Total</b>		<b>13,865.00</b>		
<b>FYTD for TR DESIGN GROUP, INC.</b>		<b>70,107.00</b>		



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<b>TREMCO INCORPORATED</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/11/2012	213100	22,803.00		
			TREMCARE GOLD ROOF MAINT-MFPCC	2,344.00
			TREMCARE GOLD ROOF MAINT-CH	1,628.00
			TREMCARE GOLD ROOF MAINT-PSB	3,358.00
			TREMCARE GOLD ROOF MAINT-SC	3,306.00
			TREMCARE GOLD ROOF MAINT-AS	2,656.00
			TREMCARE GOLD ROOF MAINT-LIBR	2,914.00
			TREMCARE GOLD ROOF MAINT-FS#6	1,241.00
			TREMCARE GOLD ROOF MAINT-FS#65	1,346.00
			TREMCARE GOLD ROOF MAINT-CRC	4,010.00
<b>Vendor Total</b>		<b>22,803.00</b>		

<b>FYTD for TREMCO INCORPORATED</b>	<b>22,803.00</b>
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<b>TRICHE, TARA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
6/25/2012	213269	2,419.80		
			INSTRUCTOR SVCS-BALLET INTERMD	88.80
			INSTRUCTOR SVCS-BALLET	222.00
			INSTRUCTOR SVCS-BALLET/ACRO	288.60
			INSTRUCTOR SVCS-DANCE EXPLOR.	222.00
			INSTRUCTOR SVCS-DANCE EXPLOR.	269.20
			INSTRUCTOR SVCS-DANCE EXPLOR.	108.20
			INSTRUCTOR SVCS-DANCE EXPLOR.	333.00
			INSTRUCTOR SVCS-DANCE EXPLOR.	155.40
			INSTRUCTOR SVCS-DANCE EXPLOR.	333.00
			INSTRUCTOR SVCS-HIP HOP DANCE	399.60
<b>Vendor Total</b>		<b>2,419.80</b>		

<b>FYTD for TRICHE, TARA</b>	<b>26,329.20</b>
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<b>TRI-CITY LINEN SUPPLY, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/4/2012	885398	73.83		
			LINEN RENTAL FOR CRC	25.00
			LINEN RNTL FOR EVENT-CTR#20596	48.83
6/11/2012	885439	50.00		
			LINEN RENTAL FOR CRC	25.00
			LINEN RENTAL FOR CRC	25.00
6/18/2012	885484	104.50		
			LINEN RENTAL-CRC 6/1-5/12 EVNT	79.50
			LINEN RENTAL FOR CRC	25.00
6/25/2012	885521	25.00		
			LINEN RENTAL FOR CRC	25.00
6/28/2012	885636	134.15		
			LINEN RENTAL FOR CRC	25.00
			LINEN RENTAL FOR CRC	25.00
			LINEN RNTL FOR EVENT-CTR#21627	45.00
			LINEN RNTL FOR EVENT-CTR#21884	39.15
<b>Vendor Total</b>		<b>387.48</b>		

<b>FYTD for TRI-CITY LINEN SUPPLY, INC.</b>	<b>2,212.21</b>
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>TRINITY DIVERSIFIED, INC.</b>				
			Remit to: <b>LONG BEACH</b>	<b>CA</b>
6/28/2012	213423	501.14	STRIPING/STENCIL TRCK SUPPLIES	501.14
<b>Vendor Total</b>		<b>501.14</b>		
<b>FYTD for TRINITY DIVERSIFIED, INC.</b>		<b>950.42</b>		
<b>TROPICAL PLAZA NURSERY, INC.</b>				
			Remit to: <b>VILLA PARK</b>	<b>CA</b>
6/11/2012	213101	6,248.50	LANDSCAPE MAINT-ZONE E-2	6,086.12
			IRRIGATION REPAIRS-ZONE E-2	162.38
6/18/2012	213185	227.24	IRRIGATION REPAIRS-ZONE E-2	227.24
<b>Vendor Total</b>		<b>6,475.74</b>		
<b>FYTD for TROPICAL PLAZA NURSERY, INC.</b>		<b>116,799.72</b>		
<b>TRUGREEN LANDCARE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/4/2012	885399	8,445.86	LANDSCAPE MAINT-ZONE E-4	7,980.86
			LANDSCAPE MAINT-ZONE E-4A	465.00
<b>Vendor Total</b>		<b>8,445.86</b>		
<b>FYTD for TRUGREEN LANDCARE</b>		<b>310,948.57</b>		
<b>TUNTLAND, JAMES</b>				
			Remit to: <b>PRESCOTT</b>	<b>AZ</b>
6/4/2012	885400	271.44	RETIREE MED JUN '12	271.44
6/28/2012	885638	271.44	RETIREE MED JUL '12	271.44
<b>Vendor Total</b>		<b>542.88</b>		
<b>FYTD for TUNTLAND, JAMES</b>		<b>3,507.36</b>		
<b>TWRITE, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/11/2012	213102	14,275.50	CITY WEBSITE MAINT.	5,860.50
			CITY WEBSITE MAINT.	8,415.00
<b>Vendor Total</b>		<b>14,275.50</b>		
<b>FYTD for TWRITE, INC.</b>		<b>24,679.50</b>		
<b>U.S. POSTAL SERVICE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/28/2012	213424	8,000.00	PERMIT #153-REC GUIDE POSTAGE	8,000.00
<b>Vendor Total</b>		<b>8,000.00</b>		
<b>FYTD for U.S. POSTAL SERVICE</b>		<b>35,795.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>UNDERGROUND SERVICE ALERT</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
6/25/2012	885522	496.50		
			DIGALERT TICKETS SUBSCRPTN SVC	107.38
			DIGALERT TICKETS SUBSCRPTN SVC	16.74
			DIGALERT TICKETS SUBSCRPTN SVC	107.37
			DIGALERT TICKETS SUBSCRPTN SVC	16.76
			DIGALERT TICKETS SUBSCRPTN SVC	124.12
			DIGALERT TICKETS SUBSCRPTN SVC	124.13
Vendor Total		<b>496.50</b>		
FYTD for UNDERGROUND SERVICE ALERT		<b>6,550.50</b>		
<b>UNION BANK OF CALIFORNIA</b>				
			Remit to: <b>SAN DIEGO</b>	<b>CA</b>
6/4/2012	213018	298.00		
			INVESTMENT SAFEKEEPING SVCS	298.00
6/28/2012	213425	291.67		
			INVESTMENT SAFEKEEPING SVCS	291.67
Vendor Total		<b>589.67</b>		
FYTD for UNION BANK OF CALIFORNIA		<b>3,798.04</b>		
<b>UNITED INSPECTION &amp; TESTING INC</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/11/2012	885440	5,489.50		
			IRONWOOD AVE IMPRVMENTS PROJ	5,489.50
6/25/2012	885523	17,995.00		
			IRONWOOD AVE IMPRVMENTS PROJ	6,718.50
			IRONWOOD AVE IMPRVMENTS PROJ	11,276.50
6/28/2012	885639	2,081.00		
			AUTO MALL STREET IMPRVMENT PROJ	2,081.00
Vendor Total		<b>25,565.50</b>		
FYTD for UNITED INSPECTION & TESTING INC		<b>32,856.50</b>		
<b>UNITED POWER GENERATION, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/25/2012	213270	3,220.26		
			EMERG GENERATOR REPAIRS-C HALL	878.30
			EMERG GENERATOR REPAIRS-C HALL	878.29
			EMERG GENERATOR REPAIRS-C HALL	878.29
			EMERG GENERATOR REPAIRS-FS #91	585.38
Vendor Total		<b>3,220.26</b>		
FYTD for UNITED POWER GENERATION, INC.		<b>14,950.84</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>UNITED ROTARY BRUSH CORP</b>				
			Remit to: <b>ESCONDIDO</b>	<b>CA</b>
6/11/2012	885441	3,292.07		
			BROOM KITS FOR ST. SWEEPERS	633.08
			PARTS FOR ST. SWEEPERS	2,658.99
6/25/2012	885524	438.26		
			BROOM KITS FOR ST. SWEEPERS	406.57
			PART FOR ST. SWEEPER	31.69
6/28/2012	885640	339.77		
			BROOM KITS FOR ST. SWEEPERS	339.77
<b>Vendor Total</b>		<b>4,070.10</b>		
<b>FYTD for UNITED ROTARY BRUSH CORP</b>		<b>40,838.89</b>		
<b>UNITED SITE SERVICES OF CA, INC.</b>				
			Remit to: <b>EL MONTE</b>	<b>CA</b>
6/4/2012	885401	106.40		
			FENCE RENTAL-ANIMAL SHELTER	86.00
			FENCE RENTAL-ANIMAL SHELTER	20.40
6/11/2012	885442	106.40		
			FENCE RENTAL-ANIMAL SHELTER	106.40
<b>Vendor Total</b>		<b>212.80</b>		
<b>FYTD for UNITED SITE SERVICES OF CA, INC.</b>		<b>1,534.19</b>		
<b>UNITED STATES TREASURY</b>				
			Remit to: <b>CINCINNATI</b>	<b>OH</b>
6/4/2012	213019	95.64		
			PAYROLL DEDUCTION AGREEMENT	95.64
<b>Vendor Total</b>		<b>95.64</b>		
<b>FYTD for UNITED STATES TREASURY</b>		<b>2,371.81</b>		
<b>UNITED WAY OF INLAND VALLEYS</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/4/2012	213020	335.00		
			UNITED WAY CONTRIBUTIONS	335.00
6/18/2012	213186	335.00		
			UNITED WAY CONTRIBUTIONS	335.00
6/28/2012	213426	335.00		
				335.00
<b>Vendor Total</b>		<b>1,005.00</b>		
<b>FYTD for UNITED WAY OF INLAND VALLEYS</b>		<b>11,192.66</b>		
<b>USA MOBILITY/ARCH WIRELESS</b>				
			Remit to: <b>ALEXANDRIA</b>	<b>VA</b>
6/25/2012	885525	35.69		
			PAGER SVC FOR PARK RANGERS	1.69
			PAGER SVC FOR TRANSP. DIV	4.59
			PAGER SVC FOR ANIMAL SVCS	29.41
<b>Vendor Total</b>		<b>35.69</b>		
<b>FYTD for USA MOBILITY/ARCH WIRELESS</b>		<b>430.87</b>		



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<b>VA CONSULTING, INC.</b>			<u>Remit to:</u> <b>IRVINE</b>	<b>CA</b>
6/11/2012	885443	2,214.16	HEACOCK ST BRIDGE RPLCMNT PROJ	2,214.16
6/25/2012	885526	6,522.53	AUTO MALL ST. IMPRVMENTS PROJ	2,491.50
			AUTO MALL ST. IMPRVMENTS PROJ	2,266.75
			HEACOCK ST BRIDGE RPLCMNT PROJ	1,764.28
6/28/2012	885641	3,069.75	AUTO MALL ST. IMPRVMENTS PROJ	1,168.50
			AUTO MALL ST. IMPRVMENTS PROJ	1,901.25
<b>Vendor Total</b>		<b>11,806.44</b>		
<b>FYTD for VA CONSULTING, INC.</b>		<b>46,017.98</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VACATE TERMITE &amp; PEST ELIMINATION CO.</b>			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
6/11/2012	885444	1,350.00	RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			PEST CNTRL-FIRE ST #48	45.00
			PEST CNTRL-TOWNGATE COMM. CTR	45.00
			PEST CNTRL-FIRE ST #65	45.00
			PEST CNTRL-FIRE ST #6	45.00
			PEST CNTRL-UTILITY FIELD OFF.	45.00
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-FIRE ST #58	45.00
			PEST CNTRL-SENIOR CTR	55.00
			PEST CNTRL-FIRE ST #2	45.00
			PEST CNTRL-FIRE ST #91	45.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-PUB SAFETY BLDG	75.00
			PEST CNTRL-EOC	55.00
			PEST CNTRL-CONF & REC CTR	75.00
			PEST CNTRL-MARCH FLD PRK C.C.	45.00
			PEST CNTRL-TRANSP. TRAILER	45.00
			PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-ANIMAL SHELTER	115.00
			PEST CNTRL-MARB ASES BLDG	45.00
6/28/2012	885642	1,125.00	PEST CNTRL-FIRE ST #48	45.00
			PEST CNTRL-TOWNGATE COMM. CTR	45.00
			PEST CNTRL-FIRE ST #65	45.00
			PEST CNTRL-FIRE ST #6	45.00
			PEST CNTRL-UTILITY FIELD OFF.	45.00
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-FIRE ST #58	45.00
			PEST CNTRL-SENIOR CTR	55.00
			PEST CNTRL-FIRE ST #2	45.00
			PEST CNTRL-FIRE ST #91	45.00
			PEST CNTRL-EOC	55.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-CONF & REC CTR	75.00
			PEST CNTRL-PUB SAFETY BLDG	75.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-ANIMAL SHELTER	115.00
			PEST CNTRL-MARCH FLD PRK C.C.	45.00
			PEST CNTRL-TRANSP. TRAILER	45.00
<b>Vendor Total</b>		<b>2,475.00</b>		
<b>FYTD for VACATE TERMITE &amp; PEST ELIMINATION CO.</b>		<b>20,825.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VAL VERDE UNIFIED SCHOOL DISTRICT</b>				
			<u>Remit to:</u> <b>PERRIS</b> <b>CA</b>	
6/28/2012	213427	1,387.00		
			T-SHIRTS FOR JULY 4TH EVENT	1,375.00
			FILM CHARGE	12.00
<b>Vendor Total</b>		<b>1,387.00</b>		
<b>FYTD for VAL VERDE UNIFIED SCHOOL DISTRICT</b>		<b>1,417.00</b>		
<b>VALI COOPER &amp; ASSOCIATES, INC.</b>				
			<u>Remit to:</u> <b>POINT RICHMOND</b> <b>CA</b>	
6/4/2012	885402	9,380.00		
			PROF CONSULTANT STAFFING SVCS	9,380.00
<b>Vendor Total</b>		<b>9,380.00</b>		
<b>FYTD for VALI COOPER &amp; ASSOCIATES, INC.</b>		<b>96,372.50</b>		
<b>VARIABLE SPEEDS SOLUTIONS INC</b>				
			<u>Remit to:</u> <b>HUNTINGTON BEACH</b> <b>CA</b>	
6/4/2012	213021	2,214.86		
			PUMP REPAIR-ZONE E-1	2,214.86
<b>Vendor Total</b>		<b>2,214.86</b>		
<b>FYTD for VARIABLE SPEEDS SOLUTIONS INC</b>		<b>8,567.76</b>		
<b>VAS ASSOCIATES, INC.</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
6/28/2012	885643	21,960.00		
			PROF CONSULTANT STAFFING SVCS	21,960.00
<b>Vendor Total</b>		<b>21,960.00</b>		
<b>FYTD for VAS ASSOCIATES, INC.</b>		<b>226,920.00</b>		
<b>VAVRINEK, TRINE, DAY &amp; CO., LLP</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b> <b>CA</b>	
6/11/2012	213103	2,030.00		
			CONSULTANT ACCOUNTING SVCS	2,030.00
6/28/2012	213428	1,450.00		
			CONSULTANT ACCOUNTING SVCS	1,450.00
<b>Vendor Total</b>		<b>3,480.00</b>		
<b>FYTD for VAVRINEK, TRINE, DAY &amp; CO., LLP</b>		<b>61,110.00</b>		
<b>VERIZON</b>				
			<u>Remit to:</u> <b>TRENTON</b> <b>NJ</b>	
6/25/2012	213271	1,773.35		
			BACKBONE COMMUN. CHARGES	1,773.35
<b>Vendor Total</b>		<b>1,773.35</b>		
<b>FYTD for VERIZON</b>		<b>21,034.63</b>		



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<b>VERIZON WIRELESS</b>				
			Remit to: <b>DALLAS TX</b>	
6/11/2012	213104	163.37	CELLULAR SVC-PD TICKET WRITERS	163.37
6/28/2012	213429	168.60	CELLULAR SVC-PD TICKET WRITERS	168.60
<b>Vendor Total</b>		<b>331.97</b>		
<b>FYTD for VERIZON WIRELESS</b>		<b>661.93</b>		
<b>VICTOR MEDICAL CO</b>				
			Remit to: <b>LAKE FOREST CA</b>	
6/18/2012	213187	149.93	ANIMAL MEDICAL SUPPLIES	149.93
<b>Vendor Total</b>		<b>149.93</b>		
<b>FYTD for VICTOR MEDICAL CO</b>		<b>21,725.67</b>		
<b>VIGIL, ERNEST</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
6/4/2012	885403	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885644	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for VIGIL, ERNEST</b>		<b>4,143.49</b>		
<b>VILLEGAS, MARISELA</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
6/28/2012	213430	34.50	REFUND-CHILDS PLACE GRANT PGRM	34.50
<b>Vendor Total</b>		<b>34.50</b>		
<b>FYTD for VILLEGAS, MARISELA</b>		<b>34.50</b>		
<b>VISION SERVICE PLAN</b>				
			Remit to: <b>SAN FRANCISCO CA</b>	
6/4/2012	885404	3,913.69	EMPLOYEE VISION INSURANCE	3,913.69
<b>Vendor Total</b>		<b>3,913.69</b>		
<b>FYTD for VISION SERVICE PLAN</b>		<b>47,183.58</b>		
<b>VISTA PAINT CORPORATION</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
6/4/2012	213022	9,789.99	TRAFFIC PAINT	9,789.99
<b>Vendor Total</b>		<b>9,789.99</b>		
<b>FYTD for VISTA PAINT CORPORATION</b>		<b>20,131.76</b>		



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<b>VOYAGER FLEET SYSTEM, INC.</b>				
			Remit to: <b>HOUSTON TX</b>	
6/18/2012	885485	1,828.48		
			CNG FUEL PURCHASES	30.36
			CNG FUEL PURCHASES	1,385.19
			CNG FUEL PURCHASES	412.93
<b>Vendor Total</b>		<b>1,828.48</b>		
<b>FYTD for VOYAGER FLEET SYSTEM, INC.</b>		<b>26,839.54</b>		
<b>VULCAN MATERIALS CO, INC.</b>				
			Remit to: <b>SAN BERNARDINO CA</b>	
6/18/2012	213188	5,072.75		
			ASPHALTIC MATERIALS	3,064.41
			ASPHALTIC MATERIALS	111.33
			ASPHALTIC MATERIALS	109.19
			ASPHALTIC MATERIALS	1,296.91
			ASPHALTIC MATERIALS	380.29
			ASPHALTIC MATERIALS	110.62
6/28/2012	213431	656.22		
			ASPHALTIC MATERIALS	110.62
			ASPHALTIC MATERIALS	144.05
			ASPHALTIC MATERIALS	146.17
			ASPHALTIC MATERIALS	110.62
			ASPHALTIC MATERIALS	144.76
<b>Vendor Total</b>		<b>5,728.97</b>		
<b>FYTD for VULCAN MATERIALS CO, INC.</b>		<b>31,990.47</b>		
<b>WAGGONER JR., GLENN C.</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
6/4/2012	885405	276.58		
			RETIREE MED MAY 12, PD JUN 12	276.58
6/28/2012	885645	276.58		
			RETIREE MED JUN 12, PD JUL 12	276.58
<b>Vendor Total</b>		<b>553.16</b>		
<b>FYTD for WAGGONER JR., GLENN C.</b>		<b>3,446.10</b>		
<b>WAGNER, GARY D.</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
6/4/2012	885406	318.73		
			RETIREE MED JUN '12	318.73
6/28/2012	885646	318.73		
			RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for WAGNER, GARY D.</b>		<b>4,143.49</b>		



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<b>WAGONER, ROBERT</b>				
			Remit to: <b>ZEPHYRHILLS</b>	<b>FL</b>
6/28/2012	885647	362.80	RETIREE MED JUN-AUG 12, PD JUL	362.80
<b>Vendor Total</b>		<b>362.80</b>		
<b>FYTD for WAGONER, ROBERT</b>		<b>2,527.60</b>		
<b>WAGY, CARYLON</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	213023	318.73	RETIREE MED MAY 12, PD JUN 12	318.73
6/28/2012	213432	318.73	RETIREE MED JUN 12, PD JUL 12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for WAGY, CARYLON</b>		<b>4,462.22</b>		
<b>WALTERS, SUZANNE</b>				
			Remit to: <b>CHINO HILLS</b>	<b>CA</b>
6/4/2012	213024	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for WALTERS, SUZANNE</b>		<b>75.00</b>		
<b>WASTE MANAGEMENT OF THE INLAND EMPIRE</b>				
			Remit to: <b>PHOENIX</b>	<b>AZ</b>
6/18/2012	213189	496.74	ROLL-OFF STORAGE BIN RENTALS	496.74
<b>Vendor Total</b>		<b>496.74</b>		
<b>FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE</b>		<b>11,138.06</b>		
<b>WEST</b>				
			Remit to: <b>SAINT PAUL</b>	<b>MN</b>
6/28/2012	213434	677.10	AUTO TRACK SVCS-PD	534.71
			AUTO TRACK SVCS-PD	142.39
<b>Vendor Total</b>		<b>677.10</b>		
<b>FYTD for WEST</b>		<b>7,142.39</b>		



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<b>WEST COAST ARBORISTS, INC.</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
6/4/2012	885407	18,410.00	TREE TRIMMING SVCS-PARKS	16,970.00
			EMERG. TREE TRIM/REMOVAL	1,440.00
6/11/2012	885445	6,545.00	TREE TRIMMING SVCS-ZONE DSG-1	1,155.00
			TREE REMOVAL SVCS-ZONE DSG-1	525.00
			TREE TRIMMING SVCS-ZONE DSG-1	2,240.00
			TREE REMOVAL SVCS-ZONE DSG-1	2,625.00
6/18/2012	885486	12,680.00	TREE INSTALLATION SVCS-ZONE E3	3,650.00
			TREE TRIMMING/RMVL-ZONE DSG-2N	4,620.00
			TREE TRIMMING/RMVL-ZONE DSG-2N	4,095.00
			TREE TRIMMING SVCS-ZONE DSG-2S	315.00
<b>Vendor Total</b>		<b>37,635.00</b>		
<b>FYTD for WEST COAST ARBORISTS, INC.</b>		<b>142,485.00</b>		
<b>WESTECH COLLEGE</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
6/28/2012	213435	500.00	REFUND-6/7/12 EVENT DEPOSIT	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for WESTECH COLLEGE</b>		<b>1,106.14</b>		
<b>WESTERN MUNICIPAL WATER DISTRICT</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
6/25/2012	213272	2,812.76	WATER CHARGES	1,581.48
			WATER CHARGES	26.74
			WATER CHARGES	1,130.72
			WATER CHARGES	73.82
<b>Vendor Total</b>		<b>2,812.76</b>		
<b>FYTD for WESTERN MUNICIPAL WATER DISTRICT</b>		<b>28,955.00</b>		
<b>WESTOVER, MARK</b>				
			Remit to: <b>SAN DIEGO</b>	<b>CA</b>
6/4/2012	885408	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885648	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for WESTOVER, MARK</b>		<b>3,914.31</b>		



# City of Moreno Valley

## Check Register

For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WIBERG, CHRISTOPHER</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
6/4/2012	213025	318.73	RETIREE MED JUN '12	318.73
6/28/2012	213436	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for WIBERG, CHRISTOPHER</b>		<b>4,353.93</b>		
<b>WIELIN, RONALD A.</b>				
			Remit to: <b>BANNING</b>	<b>CA</b>
6/4/2012	885409	318.73	RETIREE MED JUN '12	318.73
6/28/2012	885649	318.73	RETIREE MED JUL '12	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for WIELIN, RONALD A.</b>		<b>4,143.49</b>		
<b>WILLIAMS, JANE L.</b>				
			Remit to: <b>GRAND FORKS</b>	<b>ND</b>
6/4/2012	885410	192.40	RETIREE MED APR 12, PD JUN 12	192.40
6/28/2012	885650	390.74	RETIREE MED MAY-JUN 12, PD JUL	390.74
<b>Vendor Total</b>		<b>583.14</b>		
<b>FYTD for WILLIAMS, JANE L.</b>		<b>2,507.14</b>		
<b>WILLIS, ROBERT H</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
6/11/2012	213105	154.00	SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	20.00
			SPORTS OFFICIATING SVCS	80.00
6/25/2012	213273	106.00	SPORTS OFFICIATING SVCS	6.00
			SPORTS OFFICIATING SVCS	40.00
			SPORTS OFFICIATING SVCS	60.00
6/25/2012	213274	94.00	SPORTS OFFICIATING SVCS	94.00
<b>Vendor Total</b>		<b>354.00</b>		
<b>FYTD for WILLIS, ROBERT H</b>		<b>2,574.00</b>		
<b>WOODWORTH, DARRYL</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
6/4/2012	213026	50.00	REFUND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for WOODWORTH, DARRYL</b>		<b>50.00</b>		



# City of Moreno Valley

## Check Register

For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
6/11/2012	213106	2,000.00		
			AGENCY SPONSORSHIP-GEN ASSMBLY	2,000.00
<b>Vendor Total</b>		<b>2,000.00</b>		

<b>FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.</b>	<b>303,667.14</b>
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<b>WURM'S JANITORIAL SERVICES, INC.</b>				
			<u>Remit to:</u> <b>CORONA</b>	<b>CA</b>
6/4/2012	885411	318.83		
			JANITORIAL SVCS-THINK TG BLDG	60.73
			JANITORIAL SVCS-THINK TG BLDG	72.10
			JANITORIAL SVCS-RED MAPLE ELEM	186.00
6/18/2012	885487	22,776.14		
			CEILING TILES CLEANING-TOWNGT	200.00
			JANITORIAL SVCS-CITY HALL	4,588.23
			JANITORIAL SVCS-CITY YARD	346.90
			JANITORIAL SVCS-TRANSP TRAILER	98.40
			JANITORIAL SVCS-CONF & REC CTR	3,447.93
			JANITORIAL SVCS-EOC	688.36
			JANITORIAL SVCS-EMP RES CTR	532.81
			JANITORIAL SVCS-SP DIST ANNEX	735.73
			JANITORIAL SVCS-FACIL. ANNEX	124.29
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-MRCH FLD PK CC	955.70
			JANITORIAL SVCS-PUB SFTY BLDG	5,564.25
			JANITORIAL SVCS-RAINBOW RIDGE	310.10
			JANITORIAL SVCS-SENIOR CTR	1,916.18
			JANITORIAL SVCS-SUNNYMD MIDDLE	350.66
			JANITORIAL SVCS-TOWNGATE C.C.	664.65
			JANITORIAL SVCS-TOWNGATE C.C.	26.73
			JANITORIAL SVCS-TS ANNEX	453.43
6/25/2012	885527	832.82		
			JANITORIAL SVCS-GANG TASK FRC	112.82
			JANITORIAL SVCS-TOWNGT RENTALS	720.00
6/28/2012	885651	2,612.10		
			JANITORIAL SVCS-SUNNYMD MIDDLE	152.10
			JANITORIAL SVCS-SR CTR RENTALS	390.00
			JANITORIAL SVCS-CRC RENTALS	1,970.00
			SPECIAL CARPET CLEANING AT PD	100.00
<b>Vendor Total</b>		<b>26,539.89</b>		

<b>FYTD for WURM'S JANITORIAL SERVICES, INC.</b>	<b>302,488.11</b>
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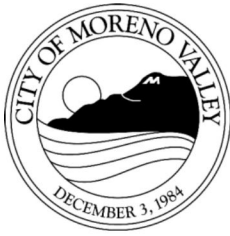
# City of Moreno Valley

## Check Register

For Period 6/1/2012 through 6/30/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>XEROX</b>				
			Remit to: <b>DALLAS TX</b>	
6/18/2012	213191	1,919.40		
			LEASE OF XC550/PRINTS-PARKS	1,428.64
			LEASE OF XEROX EX560-PARKS	490.76
6/25/2012	213275	1,048.73		
			COPIER RNTL/MAINT-PD	76.51
			COPIER RNTL/MAINT-PD	84.38
			COPIER RNTL/MAINT-PD	70.29
			LEASE OF XEROX XC550V-GRAPHICS	424.11
			LEASE OF XEROX EX560-GRAPHICS	393.44
<b>Vendor Total</b>		<b>2,968.13</b>		
<b>FYTD for XEROX</b>		<b>48,782.94</b>		
<b>YAMASHITA, JULIA J.</b>				
			Remit to: <b>LAGUNA WOODS CA</b>	
6/4/2012	885412	139.90		
			RETIREE MED APR 12, PD JUN 12	139.90
6/28/2012	885652	139.90		
			RETIREE MED MAY 12, PD JUL 12	139.90
<b>Vendor Total</b>		<b>279.80</b>		
<b>FYTD for YAMASHITA, JULIA J.</b>		<b>1,991.50</b>		
<b>Subtotal</b>		<b>1,689,739.05</b>		
<b>GRAND TOTAL</b>		<b>22,489,803.50</b>		

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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director / City Engineer

**AGENDA DATE:** August 28, 2012

**TITLE:** AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO C P CONSTRUCTION CO. INC. FOR THE CORPORATE YARD SEWER IMPROVEMENTS – PROJECT NO. 12-41266522

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract to C P Construction Co., Inc. (C P Construction), PO Box 1206, Ontario, CA 91762, the lowest responsible bidder, for the Corporate Yard Sewer Improvements.
2. Authorize the City Manager to execute a contract with C P Construction.
3. Authorize the issuance of a Purchase Order to C P Construction in the amount of \$272,710.32 (\$227,258.60 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 C P Construction, up to but not to exceed the \$45,451.72 contingency.
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to C P Construction if no claims have been filed against the project.

## **BACKGROUND**

The City retained Gillis + Panichapan Architects, Inc. (GPA) to complete a Space Needs Analysis and Conceptual Design Study for the Corporate Yard Facility. This work was completed in the Fall of 2008.

At its Study Session on April 21, 2009, the findings of the *Corporate Yard Facility Space Needs Analysis, Conceptual Design Study* and proposed project phasing was presented to the City Council for review and discussion. At the presentation, staff noted that the existing facility is served by an under-sized septic system that frequently needs repair.

On January 10, 2010, a design contract was awarded to Pitassi Architects, Inc. (Pitassi) of Rancho Cucamonga to provide architectural and engineering services (A&E) for the design of the Corporate Yard Phase I office building and sewer line.

The design phase was completed by Pitassi, however, due to project re-sequencing as part of the City's Economic Development Plan approved by the City Council on April 26, 2011, the project was placed on hold.

The Planning Division of the Community and Economic Development Department has determined that this project qualifies for a Class 2 Categorical Exemption as defined in Section 15302 of the California Environmental Quality Act (CEQA) Guidelines.

## **DISCUSSION**

The north septic tank serves the Corporate Yard's Big Bay Warehouse and adjoining office facilities. Maintenance and Operations' staff recently reported that the north septic tank system failed. This has resulted in frequent pumping out of the sewage and special handling through contract services. The septic tank has historically needed repair and service.

In response to this critical need, Capital Projects' staff contacted Eastern Municipal Water District (EMWD) to obtain a sewer connection permit allowing the City to replace the existing on-site septic tank systems with new sewer pipes connecting directly to public sewer system. The scope of work also required some minor EMWD sewer pipe upsizing near the intersection of Iris Avenue and Kitching Avenue. An EMWD permit will be granted for this purpose.

Modified design and construction documents have been prepared by in-house staff as a cost saving solution for the City. In July 2012, the Plans and Specifications were approved by the City Engineer, and the project was advertised for construction bids.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 10:00 a.m. on August 7, 2012, for the subject project. Five (5) bids (four responsive bids and one non-responsive bid) were received as follows:

<u>CONTRACTORS</u>		<u>Bid Amount</u>
1.	C P Construction Co., Inc. – Ontario .....	\$227,258.60
2.	Hemet Mfg. Co. dba Genesis Construction – Hemet.....	\$232,777.00
3.	Noriega Pipeline, Inc.– Rancho Cucamonga.....	\$233,789.00
4.	Atlas Underground Inc. – Pomona* .....	\$248,470.00
5.	4-CON Engineering Inc. – Riverside.....	\$253,804.00

\* Non-responsive bid

Staff has reviewed the bid by C P Construction 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 C P Construction.

**ALTERNATIVES**

1. By motion, approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate the timely construction of an adequately functioning sewer disposal system at the Corporate Yard. The existing septic system has failed.*
  
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative could result in unsanitary conditions at the Corporate Yard if the existing septic system overflows adjacent to the existing buildings as well as the inability to use the existing restroom facilities.*

**FISCAL IMPACT**

Design and construction of the Sewer Line was included in the adopted Fiscal Year 2012/2013 Capital Improvement Project. Due to the urgent nature of the improvements needed at the Corporate Yard, the sewer improvements cannot be delayed. The project is funded by the General City Capital Projects Fund (from developer impact fees specifically collected for the Corporate Yard) and the Facilities Fund (internal service funds set aside for replacement of original Corporate Yard facilities).

**AVAILABLE BUDGET:**

FY 2012/2013 Facility Construction Fund	
(Account No. 3000-70-77-80003 803 0002 70 77) .....	\$ 190,000
FY 2012/2013 Facilities Fund	
(Account No. 7310-70-77-80003 803 0002 70 77) .....	\$ 172,000
<b>Total Available Funds .....</b>	<b>\$ 362,000</b>

**ESTIMATED PROJECT COSTS:**

Design-related Costs .....	\$ 10,000
Construction .....	\$273,000
Construction Surveying, Geotechnical, and Inspection Services Costs .....	\$ 47,000
Project Administration* .....	\$ 30,000
<b>Total Estimated Cost.....</b>	<b>\$360,000</b>

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

**ANTICIPATED PROJECT SCHEDULE:**

Notice of Award ..... August 2012  
 Start Construction..... September 2012  
 Complete Construction..... December 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 replace the Corporate Yard’s failing septic tank system with new sewer pipes connecting directly to the public sewer system. Staff recommends awarding the contract to C P Construction and authorizing the issuance of a purchase order in the amount of \$272,710.32, inclusive of a 20% contingency, when the agreement has been signed by all parties.

**ATTACHMENTS**

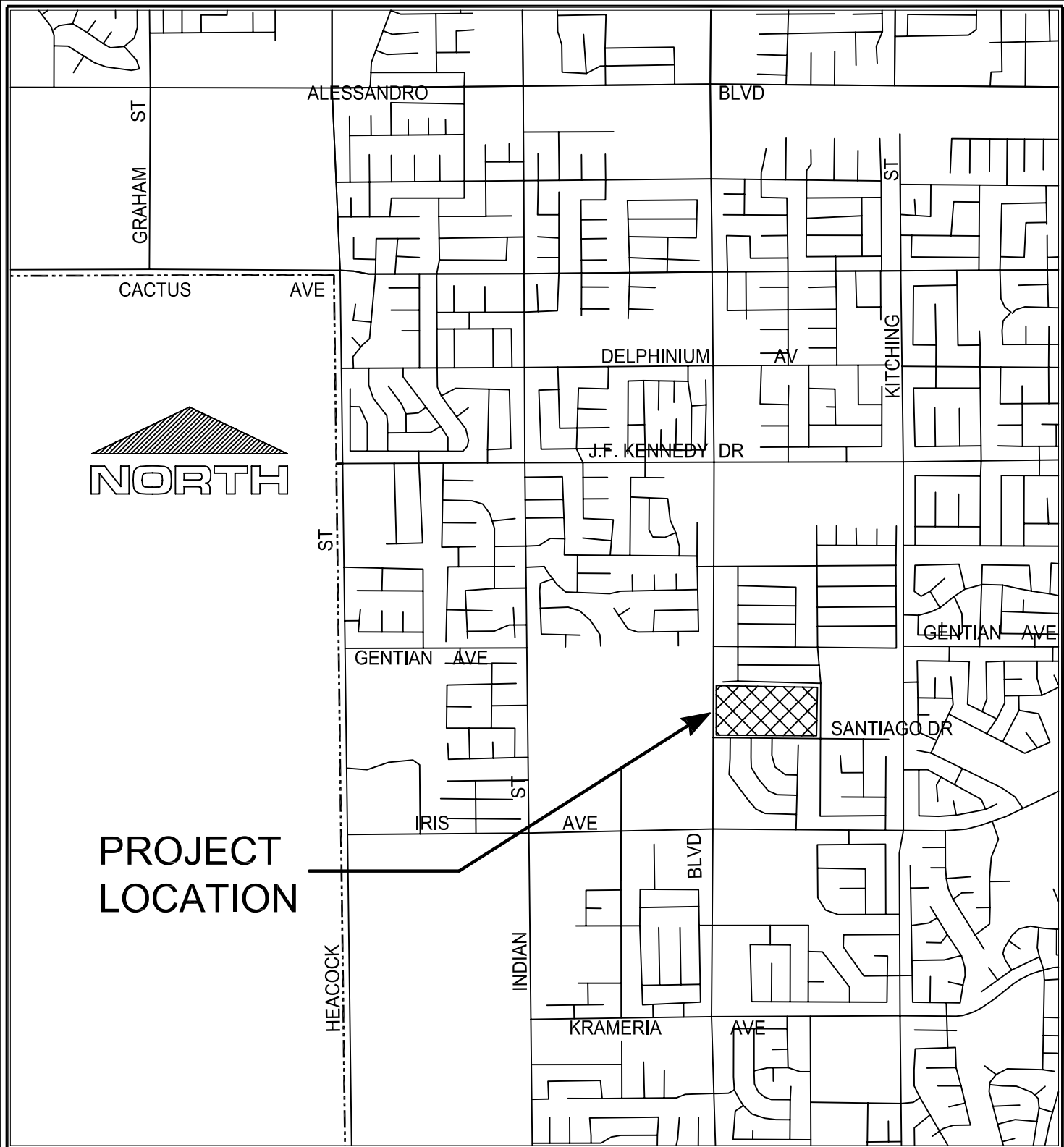
Attachment “A” – Location Map  
 Attachment "B" – Contract Agreement

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

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

Department Head Approval:  
 Ahmad R. Ansari, 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:



# LOCATION MAP



Public Works Department  
Capital Projects Division

Scale: None

ATTACHMENT "A"

**CORPORATE YARD FACILITY**  
**PROJECT NUMBER 05-41266522**

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Agreement No. \_\_\_\_\_

**AGREEMENT**

**PROJECT NO. 12-41261522**

**CORPORATE YARD SEWER IMPROVEMENTS**

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and \_\_\_\_\_, hereinafter called the "Contractor."

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

**1. CONTRACT DOCUMENTS.** The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. Any and all Contract Change Orders issued after execution of this Agreement
- B. Addenda Nos. \_\_\_\_\_; inclusive, issued prior to the opening of the Bids
- C. Bound Bid Documents.
- D. Special Provisions, including the General Provisions and Technical Provisions, all of which are part of this Agreement
- E. Project Plans
- F. Standard Plans
- G. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- H. Reference Specifications/Reference Documents, all of which are part of this Agreement
- I. Bidder's Proposal, which includes the Bidder's Bond, Noncollusion Affidavit, and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

**2. REFERENCE DOCUMENTS.** The following Reference Documents are not considered Contract Documents and are provided to the Contractor for informational purposes:

- A. SWPPP/WPCP
- B. Geotechnical Reports
- C. None

**3. SCOPE OF WORK.** The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

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STANDARD FORM OF AGREEMENT

Attachment "B"

#### 4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("Contract Price"). The Alternate Bid Items selected by the City and included in the Contract are: \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures.** Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

#### 5. CONTRACT TIME.

A. **Initial Notice to Proceed.** After the Agreement has been fully executed by the Contractor and the City, the City shall issue 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 date of commencement of the Contract Time of **Sixty (60) Working Days**. The Contract Time 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).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within **Fifteen (15) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Critical 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 (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical 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 Bidding Documents
- Completion of all pre-construction activities under Environmental Mitigations

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after

STANDARD FORM OF AGREEMENT

Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security If Contractor persistently delays in providing the required documentation.

**B. Notice to Proceed with Construction.** After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

## 6. LIQUIDATED DAMAGES.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to order all materials in accordance with the Notice to Proceed with Order of Materials and/or failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$370.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. **Owner is Exempt from Liability for Early Completion Delay Damages.** While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to

complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

## 7. INSURANCE.

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to

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STANDARD FORM OF AGREEMENT

the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
  - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
  - (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
  - (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
  - (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
  - (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
  - (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating.** Insurance companies providing insurance hereunder shall be rated A-:VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes.** Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled

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STANDARD FORM OF AGREEMENT

without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

**7.9. Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

**7.10. Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**7.11. Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

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STANDARD FORM OF AGREEMENT

7.12. **Subcontractors' Insurance.** 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.

8. **BONDS.** The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the

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STANDARD FORM OF AGREEMENT

Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

**9. RECORDS.** The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside 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 at least three (3) years after Final Acceptance.

**10. INDEMNIFICATION.**

**10.1. General.** To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;

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STANDARD FORM OF AGREEMENT



- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of

any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

**10.4. Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

**10.5. Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

**10.6. Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

**10.7. No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

**10.8. Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

**10.9. Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

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STANDARD FORM OF AGREEMENT

**11. SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

**(SIGNATURE PAGE FOLLOWS)**

CITY OF MORENO VALLEY, Municipal Corporation

(Name of Contractor)

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

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

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

Expiration 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:	
_____ Public Works Director/City Engineer <i>(if contract exceeds \$15,000)</i>	
_____ Date	

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

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

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

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

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

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

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

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

**SIGNING INSTRUCTIONS TO THE CONTRACTOR:**

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

STANDARD FORM OF AGREEMENT

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)

**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 \_\_\_\_\_

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

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

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

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

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

**PROJECT NO. 12-41266522**

**CORPORATE YARD SEWER IMPROVEMENTS**

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 \_\_\_\_\_, 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. 12-41266522**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents 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 Contract Documents 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.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

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

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FAITHFUL PERFORMANCE BOND

**(SIGNATURE PAGE FOLLOWS)**

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FAITHFUL PERFORMANCE BOND

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 a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

FAITHFUL PERFORMANCE BOND



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

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

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

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. 12-41266522**

**CORPORATE YARD SEWER IMPROVEMENTS**

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 \_\_\_\_\_, 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. 12-41266522**, and Contract Documents are hereby referred to and made a part hereof; and

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

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

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

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

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)**

PAYMENT BOND

**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 a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

PAYMENT BOND

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

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

#### 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 \_\_\_\_\_

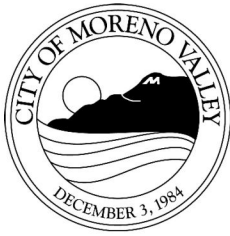
\_\_\_\_\_  
Additional Information

#### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)  
 Corporate Officer

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

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



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RSW</i>
CITY MANAGER	<i>MSJ</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** August 28, 2012

**TITLE:** Approval of the Agreement to Form the Lake Elsinore and Canyon Lake Total Maximum Daily Load (TMDL) Task Force

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force approved as to form by the City Attorney;
2. Appoint the Community and Economic Development Director as the primary representative and appoint the Storm Water Program Manager as the alternate representative to the TMDL Task Force;
3. Authorize the Community and Economic Development Director to execute future amendments to the Agreement as approved by the City Attorney;
4. Authorize the Mayor to execute the Agreement; and
5. Direct the City Clerk to attest to the Mayor's signature and transmit the executed Agreement to the Santa Ana Watershed Project Authority.

### **BACKGROUND**

A TMDL is the amount of a specific pollutant that can be assimilated by a particular water body without causing impairment to its designated uses, i.e., swimming, fishing, municipal water, etc. If a water body cannot assimilate the specific pollutant the water body is determined "impaired" under the federal Clean Water Act. States are required to identify their impaired water bodies, determine the specific pollutant(s) causing impairment and prepare a TMDL. In the 1990's, the Santa Ana Regional Water Quality

Control Board (Board) complied with the Clean Water Act and identified Lake Elsinore and Canyon Lake as water bodies impaired by two nutrients, nitrogen and phosphorous as well as other pollutants.

In 2000, the Board identified the federal, State and local agencies as well as the special districts and private parties, collectively “Stakeholders” that directly or indirectly discharge nutrients to Canyon Lake and Lake Elsinore. The city was named a stakeholder. At that time the Board organized a TMDL Stakeholder Workgroup in which the city was an active participant. Subsequently, the Board prepared a nutrient TMDL Report and Implementation Plan.

On December 20, 2004, the Board adopted Resolution No. R8-2004-0037 incorporating the nutrient TMDL into the Santa Ana River Basin. On May 19, 2005, the TMDL and its accompanying Implementation Plan was approved by the State Water Resources Control Board per Resolution No. 2005-0038 and by the California Office of Administrative Law on July 26, 2005. On September 30, 2005, the United States Environmental Protection Agency (USEPA) Region IX approved the nutrient TMDL. The nutrient TMDL became law based upon the California Water Code and is now enforceable by the State and USEPA.

On January 30, 2006, the Board sent letters to the Stakeholders setting forth a requirement under the California Water Code Section 13267 for each to submit technical reports, plans and schedules for the implementation of the TMDL. On February 16, 2006, the Riverside County Flood Control and Water Conservation District (FCD) staff briefed the City Managers of the affected cities regarding the proposed task force and to review each city’s cost share if they joined the task force. On February 21, 2006, staff updated City Council on the TMDL progress. Staff presented the concept of participating in TMDL Task Force as a way for Moreno Valley to comply with the State and federal TMDL mandate.

On June 26, 2006, the City Council authorized the Mayor to execute the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force. The agreement was extended twice before expiring June 30, 2012.

On May 17, 2012, FCD staff briefed the City Managers of the affected cities regarding the progress of the task force. Additionally, FCD staff reviewed each city’s TMDL cost share should they continue to remain members of the task force for Fiscal Year (FY) 2012/13.

Through the past agreement, the TMDL Task Force funded and procured professional services to address and complete tasks shared by the Stakeholders. As an active member of the TMDL Task Force, Moreno Valley benefited from the pool of resources assembled to address common TMDL tasks and in-kind services provided on behalf of Moreno Valley that if addressed separately by the city would substantially increase Moreno Valley’s costs to comply with the TMDL mandates.

## **DISCUSSION**

### **Issues**

The TMDL Implementation Plan mandates the Stakeholders either individually or collectively perform various tasks and projects to achieve compliance with the TMDL by the end of 2020. Currently, Moreno Valley is in compliance with the TMDL Implementation Plan and its established deadlines by being an active member of the Task Force. Should City Council decide not to approve and execute the agreement the city must individually submit and implement the mandated technical reports, plans, schedules and projects. Because the TMDL is law, ignoring the TMDL mandates and timelines for compliance will subject the city, staff and officials to civil and criminal actions under the State Water Code and the federal Clean Water Act.

### **Analysis**

Continuing to remain an active Task Force member provides the city access to additional professional and fiscal resources for the specific purpose to address common TMDL tasks identified in Recital "B" of the attached agreement. The TMDL Task Force may include one federal agency, two State agencies, one Joint Powers Authority, the County of Riverside, eleven cities, three special districts, and one agricultural coalition representing farming interests and dairy interests. The Lake Elsinore and San Jacinto Watershed Authority (LESJWA) is identified as the TMDL Administrator.

The Administrator will work with the Task Force members to adopt annual budgets for each fiscal year commencing July 1. Annual budgets will include anticipated costs for the compliance of work and projects developed by the task force for the year. The Task Force members identified the estimated costs of each task to determine the FY 2012/13 annual budget for the task force. Through this agreement a cost share formula has been determined. Pooling funds will reduce the each member's costs for tasks of which all members named to complete.

### **Conclusion**

The benefits of joining the TMDL Task Force include;

- Having oversight of the TMDL Administrator and other water quality professionals hired to manage the various contracts necessary for common TMDL tasks that benefit Moreno Valley;
- Performance goals to ensure the Task Force members remain in compliance by producing various reports, schedules, plans and projects by the mandated deadlines that are common to all;
- A greater voice to advocate the city's position to water quality issues affecting the watershed, and;
- Sharing costs for common tasks is sound fiscal management.

## **ALTERNATIVES**

Alternative One--Approve the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force. **Staff recommends this alternative.** Alternative One provides Moreno Valley the opportunity to benefit from a pool of resources to address common TMDL tasks thus reduce overall costs and take credit for in-kind services provided by the FCD.

Alternative Two--Do not approve the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force. **Staff does not recommend this alternative.** The city must perform the tasks outlined in the TMDL and as addressed in the 13267 letter. Undertaking the tasks as an individual stakeholder will substantially increase the city's cost of compliance.

## **FISCAL IMPACT**

As identified on Page 1 of Exhibit "A" to the Agreement, the FY 2012/2013 TMDL Budget is \$481,000. Neither the State nor the federal governments have provided funding for the TMDL mandated tasks.

Moreno Valley does not have a designated funding source for TMDLs. County Service Area (CSA) 152 could be expanded to address TMDLs. A city-wide mail ballot proceeding would be necessary to increase the CSA 152 levy to address TMDLs. The NPDES Regulatory Rates for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development do not address TMDLs. The Regulatory Rate Schedules could be reviewed and amended to address TMDL costs associated with new development. Since FY 2006/07 the General Fund has provided the necessary funds for the TMDL mandates.

### **Alternative One**

Moreno Valley's share of the FY 2012/13 budget as a member of the TMDL Task Force is approximately \$101,974.00 as indicated on Page 2 of Exhibit "A" to the Agreement. Utilizing accrued credits and in-kind services, Moreno Valley's estimated expense for FY 2012/13 is \$30,500.00. Sufficient funds for FY 2012/13 have been appropriated.

### **Alternative Two**

As an individual stakeholder performing the required tasks separately from the TMDL Task Force, Moreno Valley's FY 2012/13 costs are estimated to be \$365,000.00. Moreno Valley would be required to fund and perform the same required tasks as the TMDL Task Force, as shown in Exhibit "A" to the Agreement except for line item nos. 1, 2, and 4 (\$116,000.00) of, *Part "A": Task Force Regulatory/Administrative Budget*. The



\$365,000.00 does not include the costs for additional city Storm Water Management Program staff or consultants needed to prepare requests for proposals and manage professional services contracts to perform the mandated tasks. Utilizing accrued credits and in-kind services from past task force participation and the approved FY2012/13 budget appropriations, at minimum, additional fund transfers of \$219,450.00 are necessary for FY 2012/2013 for this alternative.

#### Following Fiscal Years

At this time, it is not known what Moreno Valley's costs will be in subsequent years. It is unknown because one or more Stakeholders may begin to implement Best Management Practices to achieve compliance with the TMDL or decide not to join the TMDL Task Force. If that is the case, those compliance costs may proportionately shift to the other Stakeholders. Additionally, the City Managers acting as the NPDES Management Steering Committee for the affected cities may determine other cost sharing models to split the shared costs of the cities and the county other than the current method for FY 2012/13.

#### **CITY COUNCIL GOALS**

Advocacy. Approval of the attached agreement will assist Moreno Valley to develop cooperative intergovernmental relationships with other Task Force Agencies. Being a Task Force Agency will assist staff to advocate City policies, objectives, and goals related to water quality to appropriate governments and agencies.

Revenue Diversification and Preservation. Approval of the attached agreement will assist in leveraging scarce city funds to provide mandated TMDL reports, plans and schedules.

#### **SUMMARY**

The Nutrient TMDL for Lake Elsinore and Canyon Lake is now in effect. The city received a 13267 letter from the Board stating that it must address the TMDL tasks as approved by the State Water Resources Control Board and USEPA. The TMDL Task Force for Lake Elsinore and Canyon Lake is being formed by interested Stakeholders as a vehicle to address the State and federal mandate. By joining the task force Moreno Valley can leverage scarce funds necessary to remain in compliance with the TMDL. Appointing the Community and Economic Development Director and the Storm Water Program Manager to the TMDL Task Force will ensure continuity in the TMDL process.

There is neither State nor federal funds earmarked for the Stakeholders for the mandates. Performing the TMDL mandated tasks as an individual stakeholder will substantially increase the city's costs and ignoring the mandates will result in city non-compliance subjecting the city, staff and/or officials to civil and possible criminal actions by the State and/or federal governments.

**NOTIFICATION**

Publication of Agenda

**ATTACHMENTS/EXHIBITS**

Attachment No. 1—Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force

Prepared By:  
Kent Wegelin  
Storm Water Program Manager

Department Head Approval:  
Barry Foster  
Community & Economic Development Director

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

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

FINAL 6/18/12

**AGREEMENT TO FORM  
THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE**

This Agreement to form the Lake Elsinore and Canyon Lake TMDL Task Force (hereinafter "AGREEMENT") is made and effective this **18th day of June, 2012** by and among the following entities, which are hereinafter sometimes collectively referred to as "TASK FORCE AGENCIES" or individually as "TASK FORCE AGENCY":

- California Department of Fish and Game
- California Department of Transportation
- City of Beaumont
- City of Canyon Lake
- City of Hemet
- City of Lake Elsinore
- City of Menifee
- City of Moreno Valley
- City of Murrieta
- City of Perris
- City of Riverside
- City of San Jacinto
- City of Wildomar
- County of Riverside
- Eastern Municipal Water District
- Elsinore Valley Municipal Water District
- March Joint Powers Authority
- Riverside County Flood Control and Water Conservation District
- U.S. Air Force (March Air Reserve Base)
- Western Riverside County Agriculture Coalition (on behalf of the participating Dairy Operators and participating Agricultural Operators in the San Jacinto River Basin)

**I. RECITALS**

A. Whereas, in 1998, the Santa Ana Regional Water Quality Control Board (hereinafter "Regional Board") designated Lake Elsinore and Canyon Lake in the Lake Elsinore and San Jacinto Watersheds (Collectively the "Watersheds") as "impaired water bodies" pursuant to Section 303(d) of the federal Clean Water Act because of high levels of algae in both lakes and low dissolved oxygen in Lake Elsinore, attributed to excess phosphorus and nitrogen (Nutrients). As a result of said Section 303 designation, the Clean Water Act and California's Non-point Source Pollution Control Plan requires that total maximum daily loads (hereinafter "TMDLs") be established by the Regional Board for these waterbodies;

B. Whereas, in response to the Section 303(d) designation, the Regional Board adopted a Resolution R8-2004-0037 on December 20, 2004 amending the Water Quality Control Plan for the Santa Ana River Basin (BASIN PLAN AMENDMENT) to incorporate nutrient TMDLs for Canyon Lake and Lake Elsinore. The Basin Plan Amendment specifies, among other things, an Implementation Plan, which holds specified stake holders (TASK FORCE AGENCIES) individually and/or jointly liable for complying with the TMDLs by means of specific tasks to be completed by specified dates under penalty of law. These tasks include development and implementation of a watershed-wide nutrient water quality monitoring program, development of an in-lake nutrient monitoring program for Canyon Lake and Lake Elsinore, development of a plan and schedule for in-lake sediment nutrient reduction for Lake Elsinore, development of a plan and schedule for evaluating in-lake sediment nutrient strategies for Canyon Lake, updating watershed and in-lake nutrient TMDL water quality models, developing a pollutant trading plan, and reviewing and revising the TMDL to reflect updated data and science;

C. Whereas, the purpose of this AGREEMENT is to form a task force (hereinafter "TASK FORCE") to implement certain tasks identified in the TMDL Implementation Plan and to pursue TMDL related tasks agreed upon by TASK FORCE AGENCIES;

Attachment No. 1

D. Whereas, the TASK FORCE AGENCIES agree that the purpose of this TASK FORCE is to (1) review and develop recommendations to update the TMDL BASIN PLAN AMENDMENT based on the best available scientific information, and (2) implement TMDL Implementation Plan Tasks identified below and jointly assigned to TASK FORCE AGENCIES, and (3) propose appropriate revisions to the TMDL BASIN PLAN AMENDMENT to the Santa Ana RWQCB, and (4) allow watershed stakeholders to participate in efforts to meet appropriate water quality standards so that Canyon Lake and/or Lake Elsinore can be de-listed from the Clean Water Act 303(d) list of impaired water bodies;

E. Whereas, hundreds of individual agricultural and dairy operators are subject to the Canyon Lake and Lake Elsinore TMDLs and its component TMDL Implementation Plan;

F. Whereas, the Western Riverside County Agricultural Coalition(WRCAC) is a non-profit organization representing the interests of participating agricultural and dairy operators within the San Jacinto Watershed;

G. Whereas, WRCAC's membership is open to any and all agricultural and dairy operators within the San Jacinto watershed;

H. Whereas, March Air Reserve Base (MARB) is an installation of the United States Air Force on federal lands and, as an agency of the federal government, is therefore subject to limitations in its ability to comply with every provision stated herein to the same extent that other non-federal TASK FORCE AGENCIES are able to comply. These limitations are based upon, but not limited to, those identified in the federal Clean Water Act, the federal Antideficiency Act, the principle of sovereign immunity and the holdings of the Supreme Court of the United States, and other binding federal court decisions, as they interpret those sources of federal law. The limitations so mentioned include, but are not limited to, the availability of federal funding to pay for participation in this program, and the ability of MARB to participate directly in sampling, research or data gathering activities which are not located on or near MARB lands or a point source of water discharge arising on MARB lands, or other activities not specifically authorized by the Federal Clean Water Act section 313. To the extent that the limitations described herein prevent MARB from fully participating in any aspect of this program, they reserve the right, in their sole discretion, to participate in the program as a matter of comity. By entering into this agreement, MARB does not authorize any of the TASK FORCE AGENCIES to exercise regulatory authority over them. MARB agrees that State and federal regulatory agencies that are or may become members of this TASK FORCE have regulatory authority over MARB only to the extent permitted by State or Federal Law;

I. Whereas, the TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the TASK FORCE may be improved by the inclusion of other agencies as additional TASK FORCE AGENCIES to the TASK FORCE;

J. Whereas, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) serves as the MS4 PRINCIPAL PERMITTEE for the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4) for the Santa Ana Region of Riverside County;

K. Whereas, the County of Riverside and Cities of Beaumont, Canyon Lake, Hemet, Lake Elsinore, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto, Menifee, Wildomar are MS4 CO-PERMITTEES for the NPDES MS4 Permit for the Santa Ana Region of Riverside County;

L. Whereas, the MS4 PRINCIPAL PERMITTEE and MS4 CO-PERMITTEES collectively represent the MS4 PERMITTEES within the San Jacinto Watershed;

M. Whereas, the NPDES MS4 Permit for the Santa Ana Region of Riverside County is regulated by the Regional Board and subject to the requirements of the nutrient TMDLs for Canyon Lake and Lake Elsinore;

N. Whereas RCFC&WCD has agreed to provide services on behalf of itself as MS4 PRINCIPAL PERMITTEE and on behalf of the MS4 CO-PERMITTEES for the purposes of this AGREEMENT;

O. Whereas, the TMDL assigned nutrient waste load allocations for Supplemental Water addition to Lake Elsinore to stabilize the Lake's elevation;

P. Whereas, the nutrient waste load allocation for Supplemental Water, which includes Island Well water, EVMWD treatment plant effluent, and other sources of non-stormwater, may reduce the TMDL waste load allocation and TMDL load allocation of other point and non-point sources because in-lake nutrient capacity was not adjusted to account for increased lake levels associated with the addition of Supplemental Water;

Q. Whereas, the assumptions regarding load allocations for Supplemental Water may not be consistent with the actual operation of Supplemental Water sources;

R. Whereas, the City of Lake Elsinore and EVMWD previously entered into an agreement to equally share the cost of Supplemental Water addition to the Lake under the "Lake Elsinore Comprehensive Water Management Agreement",

S. Whereas, for the purposes of this Agreement, the City of Lake Elsinore shall be acknowledged and recognized as a separate and equal contributor with EVMWD for the cost and voting rights accorded under this Agreement attributed to EVMWD for Supplemental Water addition;

T. Whereas, the TASK FORCE AGENCIES agree that certain nutrient dischargers have been either inappropriately named or not named as responsible parties for various tasks in the BASIN PLAN AMENDMENT;

U. Whereas, the TASK FORCE AGENCIES agree that agricultural and dairy lands are converting to urban and open space lands;

V. Whereas, the TASK FORCE AGENCIES agree that an amendment to the TMDL to address, at minimum, the proper naming of responsible parties for various tasks in the TMDL Implementation Plan, to correct the load allocation and waste load allocations to properly address the impacts of Supplemental Water on Lake Elsinore, and to revise the load allocation and waste load allocations to address the ongoing conversion of agriculture and dairy lands to urban and/or open space should be addressed as part of a revision to the TMDL Implementation Plan; and

W. Whereas, MARB agrees to budget for and to participate in the TASK FORCE, provided that sufficient funds are appropriated by the Congress, and on the condition that funding requirements under this AGREEMENT do not violate the Anti-deficiency Act, and provided that the TASK FORCE AGENCIES agree to relocate the proposed monitoring station from Kitching Channel to the Heacock drainage channel, and use any fees provided by MARB, for participation in this program, to establish and monitor this station.

## **II. COVENANTS**

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the TASK FORCE AGENCIES agree as follows:

1. Creation of a Task Force. There is hereby created a "Lake Elsinore and Canyon Lake TMDL Task Force" ("TASK FORCE") consisting of the TASK FORCE AGENCIES and certain Non-Voting, Non-Funding Members as more specifically provided for in paragraph 2 below.
2. Representation on the Task Force.
  - a. Appointment. Concurrently with the execution of this Agreement, each TASK FORCE AGENCY shall, in accordance with such TASK FORCE AGENCY's own governing provisions, appoint one primary representative to the TASK FORCE and one alternate representative to act in the absence of the primary representative (hereinafter collectively referred to as "REPRESENTATIVES" or individually as "REPRESENTATIVE"). The REPRESENTATIVES

shall have the authority to act on behalf of its appointing TASK FORCE AGENCY. The REPRESENTATIVES shall serve at the pleasure of the appointing TASK FORCE AGENCY and may be removed at any time, with or without cause by such TASK FORCE AGENCY; provided, however, that the TASK FORCE AGENCIES acknowledge and agree the continuity of representation on the TASK FORCE is important to the overall effectiveness of the TASK FORCE, and the TASK FORCE AGENCIES further agree to ensure such continuity whenever possible.

- b. Additional Agencies. The TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the TASK FORCE may be improved by the inclusion of other agencies as additional TASK FORCE AGENCIES to the TASK FORCE. Such agencies may join the TASK FORCE on such written terms and conditions as are acceptable to all then existing TASK FORCE AGENCIES of the TASK FORCE, including, but not limited to, agreed-upon cash contributions for past, present, and/or future work, of the TASK FORCE. The inclusion of such agencies as additional TASK FORCE AGENCIES to the TASK FORCE shall be effected by a written amendment to this AGREEMENT signed by all then existing TASK FORCE AGENCIES. Such additional TASK FORCE AGENCIES shall each appoint their TASK FORCE primary REPRESENTATIVE and alternate REPRESENTATIVE as provided in Section II.2.a above or in said written amendment. The following agencies will be considered for inclusion as additional TASK FORCE AGENCIES in future amendments to this Agreement within the meaning of this section:

Any other named stakeholder in any future amendments of the BASIN PLAN AMENDMENT.

- 
- c. Non-Voting, Non-Funding Members. The Regional Board, Lake Elsinore and San Jacinto Watersheds Authority and the San Jacinto River Watershed council are hereby appointed as Non-Voting, Non-Funding Members of the TASK FORCE. Additional Non-Voting, Non-Funding Members may be appointed by a majority vote of the TASK FORCE representatives. Non-Voting, Non-Funding Members appointed herein, and any appointed in the future are authorized only to make recommendations upon the functioning of this TASK FORCE and the development of this program. Federal, State and local regulatory agencies acting as Non-Voting, Non-Funding Members, now or in the future, retain authority to regulate TASK FORCE MEMBERS only to the extent that they are so authorized under State and Federal law.
- d. Dairy and Agricultural Operators. The TASK FORCE AGENCIES acknowledge that the Western Riverside County Agriculture Coalition (WRCAC) shall represent the collective interest of both participating agricultural and dairy operators in the San Jacinto River Watershed in the TASK FORCE at this time. WRCAC shall appoint two primary TASK FORCE REPRESENTATIVES and two alternate REPRESENTATIVES as provided in Section II.2.a. One set of REPRESENTATIVES shall be designated for agricultural operator interests; the other set of REPRESENTATIVES shall be designated for dairy interests for the purposes of this TASK FORCE.
- e. Committees. The TASK FORCE may establish subcommittees, consisting of REPRESENTATIVES and Non-Voting, Non-Funding Members who shall be selected by, and serve at the pleasure of, the TASK FORCE.
- f. Task Force Administrator. A TASK FORCE administrator (hereinafter "TASK FORCE ADMINISTRATOR") shall be appointed by the TASK FORCE. The TASK FORCE ADMINISTRATOR shall have the following administrative responsibilities:

- (1) Organizing and facilitating TASK FORCE meetings;
- (2) Secretarial, clerical, and administrative services;
- (3) Managing TASK FORCE funds and preparing annual reports of TASK FORCE assets and expenditures;
- (4) Retaining TASK FORCE-authorized consultants; and
- (5) Seeking funding grants to assist with achieving the work of the TASK FORCE and other goals and objectives approved by TASK FORCE AGENCIES.
- (6) Possible administrator of future pollutant trading (water quality trading) agreements.

The TASK FORCE AGENCIES hereby appoint the Lake Elsinore and San Jacinto Watersheds Authority as the initial TASK FORCE ADMINISTRATOR.

g. Meetings of the Task Force.

- (i) Frequency and Location. The TASK FORCE shall, by resolution or motion, agree upon the time and place for holding its regular meetings. Special meetings may be called at the request of the TASK FORCE ADMINISTRATOR or by a majority of the TASK FORCE REPRESENTATIVES.
- (ii) Task Force Chair. The TASK FORCE REPRESENTATIVES shall select a chair and a vice-chair. The term of the chair and vice-chair shall be one year and shall be rotated among the TASK FORCE REPRESENTATIVES interested in serving as chair.
- (iii) Quorum. One half or more of the REPRESENTATIVES of the TASK FORCE shall constitute a Quorum.
- (iv) Voting. Actions of the TASK FORCE shall be validly taken only when a Quorum is present and upon the affirmative vote of a MAJORITY of the TASK FORCE REPRESENTATIVES. A MAJORITY of the REPRESENTATIVES shall be determined as follows:  
  
Each TASK FORCE AGENCY shall have one vote assigned for each \$1,000 increment of PRO RATA COST SHARE, as described in Paragraph II.5 below, contributed to the TASK FORCE Budget developed for a given fiscal year. A MAJORITY of the REPRESENTATIVES shall consist of greater than 50% of the total votes based on the Budget for the fiscal year during which the action is taken.
- (v) All meetings of the TASK FORCE or any of its committees shall be conducted as may be required by any applicable provisions of the Ralph M. Brown Act (California Government Code §§54950 et seq.). The provisions contained in the Ralph M. Brown Act shall prevail in the event of any conflict with provisions contained in this Agreement.

The TASK FORCE may adopt such additional rules and regulations as may be required for the conduct of its affairs so long as such rules and regulations do not conflict with this Agreement.

3. Work of the Task Force. The TASK FORCE shall perform the following tasks in accordance with guidelines established by the Regional Board:
  - a. To retain consulting services to review scientific and other assumptions contained within the TMDL. Consultant(s) shall provide a report identifying preliminary TMDL opportunities such as site specific objectives, pollutant trading strategies, and integration strategies. The final scope of work shall be approved by the Task Force. The report shall specifically consider assumptions supporting the TMDL. The report should also provide preliminary analysis of the ability to achieve in-lake nutrient reductions and verify that load assignments are appropriate. Upon completion of the report, Consultant(s) shall also review work described herein, and make

recommendations to ensure that work is specifically designed to resolve any deficiencies, where appropriate. Consultant(s) shall also coordinate development of BASIN PLAN AMENDMENT language, in coordination with the Regional Board, which can be used to revise the TMDLs as part of the Regional Board's Triennial Reviews.

- b. TMDL IMPLEMENTATION PLAN Task 4 - Implement a Watershed-wide Nutrient Monitoring Program. This program shall obtain data necessary to update the Lake Elsinore and Canyon Lake Nutrient TMDL, and to determine compliance with interim and final nitrogen and phosphorus allocations, and compliance with the nitrogen and phosphorus TMDLs. Monitoring and management of monitoring data to update the Lake Elsinore and Canyon Lake Nutrient TMDL shall commence immediately upon approval of this Agreement. An annual report summarizing the data collected for the year shall be submitted to the Regional Board by August 15 of each year.
- c. TMDL IMPLEMENTATION PLAN Task 4 - Implement a Lake Elsinore and Canyon Lake Nutrient Monitoring Program. This program shall obtain data necessary to update the Lake Elsinore and Canyon Lake Nutrient TMDLs, and to determine compliance with interim and final nitrogen, phosphorus, chlorophyll A and dissolved oxygen numeric targets. In addition, the monitoring program shall determine the relationship between ammonia toxicity and the total nitrogen allocation to ensure that the total nitrogen allocation will prevent ammonia toxicity in Lake Elsinore and Canyon Lake. Lake monitoring and management of lake monitoring data shall be deferred based on agreement with the Regional Board. Thereafter, an annual report summarizing the data collected for the year shall be submitted to the Regional Board by August 15 of each year.
- d. TMDL IMPLEMENTATION PLAN Tasks 9 and 10 - Implement a Plan to Reduce Nutrients from sediments in Lake Elsinore and Canyon Lake. The projects will be based on prepared plans shall evaluate the efficacy of various in-lake treatment technologies to prevent the release of Nutrients from lake sediments as a long-term strategy for control of Nutrients in the sediment. The program may also include a sediment nutrient monitoring program to evaluate the effectiveness of any technologies that may be implemented. Target Date for Completion Date: July 1, 2015 (Interim TMDL targets) July 1, 2020 (Final TMDL targets).
- e. TMDL IMPLEMENTATION PLAN Task 11 - Implement a Plan and Schedule for Updating the Existing Lake Elsinore/San Jacinto River Watershed Nutrient Model and the Canyon Lake and Lake Elsinore In-Lake Models. Develop and implement a plan and schedule to update and execute Watersheds and in-lake models to track the progress of TMDL efforts. In-lake models should be analyzed as soon as sufficient data becomes available. Target Date for Completion: December 31, 2018.
- f. TMDL IMPLEMENTATION PLAN Task 12 - Investigate, Develop and Implement a Pollutant (Water Quality) Trading Plan. Investigate the feasibility of pollutant trading in the Watersheds, and develop a feasibility plan for Regional Board review and approval. Target Date for Completion: December 31, 2012.
- g. Investigate Long Term TMDL Implementation Structure, Cost Sharing Formula and Funding Sources. Investigate possible long term administrative structures, cost sharing formulas and funding sources that can be used to obtain compliance with the TMDL requirements. Target Date for Completion: December 31, 2012.
- h. Other Tasks. The TASK FORCE may undertake such other plans, programs and studies as authorized by the TASK FORCE pursuant to II.2.g. of this Agreement.



- i. Limitations on MARB. As described above in Section I.h., MARB is an agency of the federal government and is therefore unable to participate in each and every aspect of Section 3 to the same extent as other TASK FORCE MEMBERS. To the extent that it is unable to participate in any tasks under section 3, it reserves the right, in its sole discretion, to participate to the fullest extent that it is able, as a matter of comity.
4. Budgets. The total Annual Budget, adjusted to remove in-kind services, grant funding and funding credits associated with this Agreement shall not exceed \$800,000, except as authorized by the TASK FORCE via two-thirds approval via votes based on the Budget for the then current fiscal year pursuant to II.2.g. of this Agreement. The TASK FORCE ADMINISTRATOR shall prepare and submit a proposed Budget for each fiscal year of this Agreement to the TASK FORCE AGENCIES by November 30th. The proposed Budget shall include all anticipated costs for the scope(s) of work developed by the TASK FORCE for the next fiscal year. The TASK FORCE Representatives shall approve the Budget by December 31<sup>st</sup>. Each TASK FORCE AGENCY shall pay its PRO-RATA SHARE of the approved fiscal year's TASK FORCE Budget and arrears by August 31<sup>st</sup> of the following year. The Budget for the fiscal year 2012-2013 is included as Exhibit "A" to the Agreement. Approval of this Agreement shall constitute approval of the Budget for fiscal year 2012-2013. Payment of the fiscal year 2012- 2013 Budget shall be by August 31, 2012, or within 30 days of the approval of this Agreement by each TASK FORCE AGENCY, whichever is sooner.

The TASK FORCE ADMINISTRATOR shall endeavor to minimize carry-over fund balances to those necessary to complete work of the TASK FORCE and to maintain contingencies limited to those necessary to ensure work of the TASK FORCE is not impeded. Excess not necessary to complete budgeted work of the TASK FORCE or maintain adequate reserves shall be credited back to the TASK FORCE AGENCIES in the Budget consistent with the PRO-RATA SHARE methodology described in Paragraph II.5 below. THE TASK FORCE AGENCIES shall agree to a reasonable reserve balance as part of each year's Budget.

After September 30th of each year, the TASK FORCE ADMINISTRATOR shall provide an accounting of all PRO RATA SHARES collected via cash or in-kind contributions. If PRO RATA SHARES collected are less than Budget, the TASK FORCE shall meet with Regional Board staff to determine appropriate priorities for scheduled TASK FORCE work and revise Budget based on available funds.

5. Pro-Rata Share Calculation. The annual PRO-RATA SHARE shall be calculated in the following manner:
  - A. TMDL TASK FORCE costs are identified within the Task Force Budget under Part A: Task Force Regulatory/Administrative Budget (see Exhibit "A") and starting in FY 13-14 shall be shared equally by the TASK FORCE AGENCIES .
  - B. TMDL TASK FORCE costs identified within the Task Force Budget under Part B: TMDL Implementation Project Budget (see Exhibit "A") shall be shared by the TASK FORCE AGENCIES, based upon participation in the individual program or project. The PRO-RATA SHARE for each TASK FORCE AGENCIES under Part B shall be per an amount agreed upon and/or in kind services among the participating parties.
  - C. The PRO-RATA SHARE for additional TASK FORCE AGENCIES shall be per in-kind services and/or an amount agreed upon via written amendment of this AGREEMENT per Section II.2.b.

If the estimated funds collected under the PRO-RATA SHARE calculations exceed the BUDGET, the contributions of MS4 CO-PERMITTEES, EVMWD, City of Lake Elsinore, Agricultural Operators, Dairy and other TASK FORCE AGENCIES contributing in excess of the base amount shall be raised or reduced proportionately based on the percentage of their PRO-RATA SHARE, until the estimated total PRO-RATA SHARES equals the BUDGET.

RCFC&WCD shall provide the TASK FORCE ADMINSTRATOR with annual individual MS4 CO-PERMITTEE cost share distribution of the MS4 CO-PERMITTEES PRO-RATA SHARE for each Fiscal Year. The methodology used by RCFC&WCD to calculate the MS4 CO-PERMITTEE cost share distribution may be amended at the NPDES MS4 Management Steering Committee.

Pro rata cost shares assigned to TASK FORCE AGENCIES who do not pay shall be considered unfunded portions of the BUDGET, and shall be addressed in Section II.4, paragraph 3 of this Agreement.

6. In-Kind Credits. The TASK FORCE shall accept in-kind contributions or credits for TASK FORCE work defined under this AGREEMENT per Section II.3 as agreed to annually by the TASK FORCE. The PRO-RATA SHARE of a TASK FORCE AGENCY shall be reduced by the value of IN-KIND CREDITS provided toward agreed-upon budgeted tasks by, or on behalf, of the TASK FORCE AGENCY(S). Credits shall be applied to each budget period and adjusted at the end of each budget year based on actual verified costs unless deferred to a future budget year among the TASK FORCE AGENCIES with credits.
7. Modifications to the TASK FORCE PRO-RATA SHARE methodology. The methodology deriving the TASK FORCE PRO-RATA SHARE as provided in Section II.5 of this Agreement may be modified upon written approval of all then existing TASK FORCE AGENCIES who's PRO-RATA SHARE would be affected.
8. The TASK FORCE AGENCIES shall cooperate fully with one another to attain the purposes of this Agreement.
9. Nothing in this Agreement, nor the work set forth in this Agreement, nor any activity approved or carried out by the TASK FORCE AGENCIES hereunder, is intended to be nor shall be interpreted as a waiver by TASK FORCE AGENCIES of the "Maximum Extent Practicable" standard set forth in the Clean Water Act (33 U.S.C. Section 1251 *et seq.*).
10. Each TASK FORCE AGENCY shall indemnify, defend, and hold each of the other TASK FORCE AGENCIES, including their special districts, officials, agents, officers, and employees, harmless from and against any and all liability and expense arising from any act or omission of such TASK FORCE AGENCY, its officials, agents, officers, and employees, in connection with this Agreement, including but not limited to defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage; provided, however, that no TASK FORCE AGENCY shall indemnify another TASK FORCE AGENCY for that TASK FORCE AGENCY's own negligence or willful misconduct.

MARB, as an agency of the federal government, is unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB expressly does not indemnify or hold harmless any other TASK FORCE AGENCY for any injuries or liabilities, to itself, to any third party or to MARB, or its employees under this agreement or any activities carried out under authority of this agreement.

11. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the TASK FORCE

AGENCIES hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each of the TASK FORCE AGENCIES indemnifies, defends, and holds harmless each other TASK FORCE AGENCY for any liability, cost, or expense that may be imposed upon such other TASK FORCE AGENCY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

MARB, as an agency of the federal government, is unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB expressly does not indemnify or hold harmless any TASK FORCE AGENCY for any injuries or liabilities, to itself, to any third party or to MARB or their employees under this agreement or any activities carried out under authority of this agreement. Tort liability for federal employees, including employees of MARB, is expressly authorized and limited by the Federal Tort Claims Act, which will control liability of MARB and their employees under the terms of this agreement.

12. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This Agreement has been written before ascertaining the availability of Federal or State legislative appropriation of funds, for the mutual benefit of the TASK FORCE AGENCIES in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable as to each of the CALTRANS as if sufficient funds have been made available to CALTRANS by the United States Government or California State Legislature for the purposes set forth in this Agreement. If the United States Government or the California State Legislature does not appropriate sufficient funds for CALTRANS to participate in this Agreement, this Agreement may be amended in writing by the TASK FORCE AGENCIES to reflect any agreed-upon reduction in the percentage of funds contributed by CALTRANS to continue its participation in this Agreement. CALTRANS, however, has the option to withdraw from this Agreement in the event sufficient funds are not appropriated for CALTRANS. Should CALTRANS exercise its option to withdraw from this Agreement, CALTRANS shall remain responsible for its share of liability, if any, incurred while participating in this Agreement.
13. No TASK FORCE AGENCY shall have a financial obligation to any other TASK FORCE AGENCY under this Agreement, except as expressly provided herein.
14. Any notices, invoices, reports, correspondence, or other communication concerning this Agreement shall be directed to the TASK FORCE AGENCY REPRESENTATIVE on file with the TASK FORCE ADMINISTRATOR, except that any TASK FORCE AGENCY may change its name or address by giving the other TASK FORCE AGENCIES at least ten days written notice of the new name or address.
15. The TASK FORCE AGENCIES are, and shall at all times remain as to each other, wholly independent entities. No TASK FORCE AGENCY to this Agreement shall have power to incur any debt, obligation, or liability on behalf of any other TASK FORCE AGENCY unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a TASK FORCE AGENCY shall be deemed for any purpose whatsoever to be an agent, employee or officer of another TASK FORCE AGENCY.

16. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of each TASK FORCE AGENCY.
17. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, except as to the March Air Reserve Base to whom federal law is applicable.
18. If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.
19. Each individual TASK FORCE AGENCY has been represented by its own separate counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting TASK FORCE AGENCY.
20. Each of the persons signing below on behalf of a TASK FORCE AGENCY represents and warrants that he or she is authorized to sign this Agreement on behalf of such TASK FORCE AGENCY.
21. Duration of Agreement. This Agreement shall terminate **June 30, 2017** (unless extended by mutual agreement of all TASK FORCE AGENCIES), provided that all debts and liabilities of the TASK FORCE are satisfied. Notwithstanding the foregoing, each TASK FORCE AGENCY reserves the right to withdraw from the TASK FORCE at any time, upon sixty (60) days prior written notice to the TASK FORCE. TASK FORCE contingency, projects, and studies underway at the time of withdrawal shall continue to be fully funded by the withdrawing TASK FORCE AGENCY until the end of the fiscal year in which the TASK FORCE AGENCY gave notice to withdraw.
22. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.
23. Amendment. This Agreement may not be amended except in a writing signed by all the TASK FORCE AGENCIES.

IN WITNESS WHEREOF, the TASK FORCE AGENCIES have executed this AGREEMENT on the date set forth below:

**CALIFORNIA DEPARTMENT OF FISH AND GAME**

BY \_\_\_\_\_

DATE \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF TRANSPORTATION**

BY \_\_\_\_\_

DATE \_\_\_\_\_

**CITY OF BEAUMONT**

BY \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

**CITY OF CANYON LAKE**

BY \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

**CITY OF HEMET**

BY \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

**CITY OF LAKE ELSINORE**

BY \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

**CITY OF MENIFEE**

BY \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

**CITY OF MORENO VALLEY**

BY \_\_\_\_\_  
Mayor

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

**CITY OF MURRIETA**

BY \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

**CITY OF PERRIS**

BY \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

**CITY OF RIVERSIDE**

BY \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

**CITY OF SAN JACINTO**

BY \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

**CITY OF WILDOMAR**

BY \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

**COUNTY OF RIVERSIDE**

BY \_\_\_\_\_

DATE \_\_\_\_\_

**U.S. AIR FORCE  
(MARCH AIR RESERVE BASE)**

BY \_\_\_\_\_

DATE \_\_\_\_\_

**EASTERN MUNICIPAL WATER DISTRICT**

BY \_\_\_\_\_

DATE \_\_\_\_\_

**WESTERN RIVERSIDE COUNTY  
AGRICULTURE COALITION**

BY \_\_\_\_\_

DATE \_\_\_\_\_

**ELSINORE VALLEY MUNICIPAL  
WATER DISTRICT**

BY \_\_\_\_\_

DATE \_\_\_\_\_

**SANTA ANA REGIONAL WATER QUALITY  
CONTROL BOARD**

BY \_\_\_\_\_

DATE \_\_\_\_\_

**MARCH JOINT POWERS AUTHORITY**

BY \_\_\_\_\_

DATE \_\_\_\_\_

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

BY \_\_\_\_\_

DATE \_\_\_\_\_

**Approved FY 2012-13 Budget: Lake Elsinore & Canyon Lake TMDL Task Force**

**Summary Task Force Expenditures**

Budget  
2012-13

**Part A: Task Force Regulatory/Administrative Budget**

<b>1. Task Force Administration</b>	<b>\$ 50,000</b>
Task Force Administrator (LESJWA)	
Annual Water Quality Reporting and Database Management	
Amend Task Force Agreement	
Grant Preparation	
<b>2. TMDL Compliance Expert</b>	<b>\$ 50,000</b>
Risk Sciences	
<b>3. Pollutant Trading Program Development</b>	<b>\$ 60,000</b>
TBD	
<b>4. Contingency (approximately 10% of direct stakeholder expenses)</b>	<b>\$ 16,000</b>
<b>TMDL Task Force Regulatory/Administrative Budget</b>	<b>\$ 176,000</b>

**Part B: TMDL Implementation Project Budget**

<b>1. TMDL Compliance Monitoring</b>	
<b>Watershed-wide Nutrient Monitoring Program</b>	<b>\$ 85,000</b>
Watershed-wide Nutrient Monitoring & Report Preparation (Weston Solutions)	\$ 70,000
Wet Year Watershed-wide Monitoring (weather dependant) (RCFC&WCD)	\$ -
Lab Analysis, Watershed-wide Monitoring (RCFC&WCD)	\$ 15,000
Stream gauge O&M (RCFC&WCD)	\$ -
<b>Lake Elsinore Nutrient Monitoring Program</b>	<b>\$ -</b>
Lake Elsinore Nutrient Monitoring & Lab Analysis (EVMWD)	\$ -
<b>Canyon Lake Nutrient Monitoring Program</b>	<b>\$ -</b>
Canyon Lake Nutrient Monitoring & Lab Analysis (EVMWD)	\$ -
<b>2. Lake Elsinore Project Alternatives</b>	
<b>Aeration &amp; Destratification System O&amp;M (to be handled by separate agreement)</b>	
O&M	\$ -
Pollutant Trading Administration (3% of O&M Costs)	\$ -
<b>Fishery Management O&amp;M</b>	<b>\$ -</b>
Carp Removal Program	\$ -
Pollutant Trading Administration (3% of O&M Costs)	\$ -
<b>3. Canyon Lake Project Alternatives</b>	<b>\$ 220,000</b>
Permitting	\$ 30,000
O&M Agreement	\$ 20,000
Detailed Design	\$ 150,000
Construction	\$ -
O&M	\$ -
Project Administration (10% of budgeted expenses)	\$ 20,000
Pollutant Trading Administration (3% of O&M Costs)	\$ -
	<b>\$ -</b>
	<b>\$ -</b>
	<b>\$ -</b>
<b>TMDL Task Force Implementation Budget</b>	<b>\$ 305,000</b>

**TMDL Task Force Budget : \$ 481,000**

## Task Force Agency Contributions Summary

Budget  
2012-13

### 1. Task Force Agency Allocation

	Administrative (Part A)	Project Implementation (Part B)	Total
<b>MS4 Co-Permittees (Total)</b>	<b>\$ 105,600</b>	<b>\$ 249,988</b>	<b>\$ 355,588</b>
Riverside County	\$ 18,981	\$ 44,935	\$ 63,916
City of Beaumont	\$ 2,249	\$ 5,324	\$ 7,574
City of Canyon Lake	\$ 1,958	\$ 4,636	\$ 6,595
City of Hemet	\$ 13,087	\$ 30,980	\$ 44,067
City of Lake Elsinore	\$ 6,955	\$ 16,466	\$ 23,421
City of Moreno Valley	\$ 30,284	\$ 71,691	\$ 101,974
City of Murrieta	\$ 375	\$ 888	\$ 1,263
City of Perris	\$ 9,560	\$ 22,632	\$ 32,192
City of Riverside	\$ 1,710	\$ 4,047	\$ 5,757
City of San Jacinto	\$ 6,420	\$ 15,197	\$ 21,617
City of Menifee	\$ 11,796	\$ 27,925	\$ 39,721
City of Wildomar	\$ 2,225	\$ 5,267	\$ 7,492
<b>Elsinore Valley Municipal Water District (EVMWD)</b>	<b>\$ 8,800</b>	<b>\$ 4,250</b>	<b>\$ 13,050</b>
<b>San Jacinto Agricultural Operators</b>	<b>\$ 8,800</b>	<b>\$ 19,478</b>	<b>\$ 28,278</b>
<b>San Jacinto Dairy &amp; CAFO Operators</b>	<b>\$ 8,800</b>	<b>\$ 10,034</b>	<b>\$ 18,834</b>
<b>CALTRANS - freeway</b>	<b>\$ 8,800</b>	<b>\$ 4,250</b>	<b>\$ 13,050</b>
<b>CA DF&amp;G - San Jacinto Wetlands</b>	<b>\$ 8,800</b>	<b>\$ 4,250</b>	<b>\$ 13,050</b>
<b>Eastern Municipal Water District</b>	<b>\$ 8,800</b>	<b>\$ 4,250</b>	<b>\$ 13,050</b>
<b>March Air Reserve Base Joint Powers Authority</b>	<b>\$ 8,800</b>	<b>\$ 4,250</b>	<b>\$ 13,050</b>
<b>US Air Force (March Air Reserve Base)</b>	<b>\$ 8,800</b>	<b>\$ 4,250</b>	<b>\$ 13,050</b>
<b>Total Funding Required</b>	<b>\$ 176,000</b>	<b>\$ 305,000</b>	<b>\$ 481,000</b>

#### Notes:

#### Task Force Administration

- Organize and facilitate TMDL TASK FORCE and TAC meetings,
- Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL TASK FORCE members,
- Manage TMDL TASK FORCE funds and prepare annual reports of TMDL TASK FORCE assets and expenditures,
- Serve as the contracting party, for the benefit of the TMDL TASK FORCE, for contracts with all consultants, contractors, vendors and other entities,
- Seek funding grants to assist with achieving goals and objectives of the TMDL TASK FORCE.
- Coordinate with other agencies and organizations as necessary to facilitate TMDL TASK FORCE work.
- Administer the preparation of quarterly and annual reports, as required by the TMDL Implementation Plan, and submit them as required by the TMDL Implementation Plan on behalf of the TMDL TASK FORCE.
- Possible administrator of future pollutant trading (water quality trading) agreements.

#### TMDL Compliance Expert

- Support Task Force Agency as a Regulatory Strategist and Compliance Expert .
- Develop implementation strategy to address TMDL compliance with nutrient targets
- Plan and prepare Basin Plan Amendment for TMDL
- Sub-contract out pollutant trading agreement preparation by consultant



**Task Force Agency Contributions Detailed Tables****Part A: Task Force Regulatory/Administrative Budget****Task Force Regulatory/Administrative Expenses**

	Allocation
<b>MS4 Co-Permittees</b>	<b>\$ 105,600</b>
Riverside County	\$ 18,981
City of Beaumont	\$ 2,249
City of Canyon Lake	\$ 1,958
City of Hemet	\$ 13,087
City of Lake Elsinore	\$ 6,955
City of Moreno Valley	\$ 30,284
City of Murrieta	\$ 375
City of Perris	\$ 9,560
City of Riverside	\$ 1,710
City of San Jacinto	\$ 6,420
City of Menifee	\$ 11,796
City of Wildomar	\$ 2,225
<b>Elsinore Valley Municipal Water District (EVMWD)</b>	<b>\$ 8,800</b>
<b>San Jacinto Agricultural Operators</b>	<b>\$ 8,800</b>
<b>San Jacinto Dairy &amp; CAFO Operators</b>	<b>\$ 8,800</b>
<b>CALTRANS - freeway</b>	<b>\$ 8,800</b>
<b>CA DF&amp;G - San Jacinto Wetlands</b>	<b>\$ 8,800</b>
<b>Eastern Municipal Water District</b>	<b>\$ 8,800</b>
<b>March Air Reserve Base Joint Powers Authority</b>	<b>\$ 8,800</b>
<b>US Air Force (March Air Reserve Base)</b>	<b>\$ 8,800</b>
<b>Funding Required</b>	<b>\$ 176,000</b>

**Part B: TMDL Implementation Project Budget****TMDL Compliance Monitoring Expenses****Watershed-wide Nutrient Monitoring Program**

	Allocation
<b>MS4 Co-Permittees</b>	<b>\$ 51,000</b>
Riverside County	\$ 9,167
City of Beaumont	\$ 1,086
City of Canyon Lake	\$ 946
City of Hemet	\$ 6,320
City of Lake Elsinore	\$ 3,359
City of Moreno Valley	\$ 14,626
City of Murrieta	\$ 181
City of Perris	\$ 4,617
City of Riverside	\$ 826
City of San Jacinto	\$ 3,100
City of Menifee	\$ 5,697
City of Wildomar	\$ 1,075
<b>Elsinore Valley Municipal Water District (EVMWD)</b>	<b>\$ 4,250</b>
<b>San Jacinto Agricultural Operators</b>	<b>\$ 4,250</b>
<b>San Jacinto Dairy &amp; CAFO Operators</b>	<b>\$ 4,250</b>
<b>CALTRANS - freeway</b>	<b>\$ 4,250</b>
<b>CA DF&amp;G - San Jacinto Wetlands</b>	<b>\$ 4,250</b>
<b>Eastern Municipal Water District</b>	<b>\$ 4,250</b>
<b>March Air Reserve Base Joint Powers Authority</b>	<b>\$ 4,250</b>
<b>US Air Force (March Air Reserve Base)</b>	<b>\$ 4,250</b>
<b>Funding Required</b>	<b>\$ 85,000</b>

**Lake Elsinore Nutrient Monitoring Program**

	Allocation
<b>MS4 Co-Permittees</b>	\$ -
Riverside County	\$ -
City of Beaumont	\$ -
City of Canyon Lake	\$ -
City of Hemet	\$ -
City of Lake Elsinore	\$ -
City of Moreno Valley	\$ -
City of Murrieta	\$ -
City of Perris	\$ -
City of Riverside	\$ -
City of San Jacinto	\$ -
City of Menifee	\$ -
City of Wildomar	\$ -
<b>Elsinore Valley Municipal Water District (EVMWD)</b>	\$ -
<b>San Jacinto Agricultural Operators</b>	\$ -
<b>San Jacinto Dairy &amp; CAFO Operators</b>	\$ -
<b>CALTRANS - freeway</b>	\$ -
<b>CA DF&amp;G - San Jacinto Wetlands</b>	\$ -
<b>Eastern Municipal Water District</b>	\$ -
<b>March Air Reserve Base Joint Powers Authority</b>	\$ -
<b>US Air Force (March Air Reserve Base)</b>	\$ -
<b>Funding Required</b>	<b>\$ -</b>

**Canyon Lake Nutrient Monitoring Program**

	Allocation
<b>MS4 Co-Permittees</b>	\$ -
Riverside County	\$ -
City of Beaumont	\$ -
City of Canyon Lake	\$ -
City of Hemet	\$ -
City of Lake Elsinore	\$ -
City of Moreno Valley	\$ -
City of Murrieta	\$ -
City of Perris	\$ -
City of Riverside	\$ -
City of San Jacinto	\$ -
City of Menifee	\$ -
City of Wildomar	\$ -
<b>Elsinore Valley Municipal Water District (EVMWD)</b>	\$ -
<b>San Jacinto Agricultural Operators</b>	\$ -
<b>San Jacinto Dairy &amp; CAFO Operators</b>	\$ -
<b>CALTRANS - freeway</b>	\$ -
<b>CA DF&amp;G - San Jacinto Wetlands</b>	\$ -
<b>Eastern Municipal Water District</b>	\$ -
<b>March Air Reserve Base Joint Powers Authority</b>	\$ -
<b>US Air Force (March Air Reserve Base)</b>	\$ -
<b>Funding Required</b>	<b>\$ -</b>

**Lake Elsinore Project Alternatives**

***Aeration & Destratification System O&M***

	Allocation
<b>MS4 Co-Permittees</b>	\$ -
Riverside County	\$ -
City of Beaumont	\$ -
City of Canyon Lake	\$ -
City of Hemet	\$ -
City of Lake Elsinore	\$ -
City of Moreno Valley	\$ -
City of Murrieta	\$ -
City of Perris	\$ -
City of Riverside	\$ -
City of San Jacinto	\$ -
City of Menifee	\$ -
City of Wildomar	\$ -
<b>Elsinore Valley Municipal Water District (EVMWD)</b>	\$ -
<b>San Jacinto Agricultural Operators</b>	\$ -
<b>San Jacinto Dairy &amp; CAFO Operators</b>	\$ -
<b>CALTRANS - freeway</b>	\$ -
<b>CA DF&amp;G - San Jacinto Wetlands</b>	\$ -
<b>Eastern Municipal Water District</b>	\$ -
<b>March Air Reserve Base Joint Powers Authority</b>	\$ -
<b>US Air Force (March Air Reserve Base)</b>	\$ -
<b>Funding Required</b>	<b>\$ -</b>

**Lake Elsinore Project Alternatives**

***Fishery Management O&M***

	Allocation
<b>MS4 Co-Permittees</b>	\$ -
Riverside County	\$ -
City of Beaumont	\$ -
City of Canyon Lake	\$ -
City of Hemet	\$ -
City of Lake Elsinore	\$ -
City of Moreno Valley	\$ -
City of Murrieta	\$ -
City of Perris	\$ -
City of Riverside	\$ -
City of San Jacinto	\$ -
City of Menifee	\$ -
City of Wildomar	\$ -
<b>Elsinore Valley Municipal Water District (EVMWD)</b>	\$ -
<b>San Jacinto Agricultural Operators</b>	\$ -
<b>San Jacinto Dairy &amp; CAFO Operators</b>	\$ -
<b>CALTRANS - freeway</b>	\$ -
<b>CA DF&amp;G - San Jacinto Wetlands</b>	\$ -
<b>Eastern Municipal Water District</b>	\$ -
<b>March Air Reserve Base Joint Powers Authority</b>	\$ -
<b>US Air Force (March Air Reserve Base)</b>	\$ -
<b>Funding Required</b>	<b>\$ -</b>

## Canyon Lake Project Alternatives

	Allocation
<b>MS4 Co-Permittees</b>	<b>\$ 198,988</b>
Riverside County	\$ 35,767
City of Beaumont	\$ 4,238
City of Canyon Lake	\$ 3,690
City of Hemet	\$ 24,660
City of Lake Elsinore	\$ 13,106
City of Moreno Valley	\$ 57,065
City of Murrieta	\$ 707
City of Perris	\$ 18,015
City of Riverside	\$ 3,221
City of San Jacinto	\$ 12,097
City of Menifee	\$ 22,228
City of Wildomar	\$ 4,193
<b>Elsinore Valley Municipal Water District (EVMWD)</b>	<b>\$ -</b>
<b>San Jacinto Agricultural Operators</b>	<b>\$ 15,228</b>
<b>San Jacinto Dairy &amp; CAFO Operators</b>	<b>\$ 5,784</b>
<b>CALTRANS - freeway</b>	
<b>CA DF&amp;G - San Jacinto Wetlands</b>	
<b>Eastern Municipal Water District</b>	<b>\$ -</b>
<b>March Air Reserve Base Joint Powers Authority</b>	
<b>US Air Force (March Air Reserve Base)</b>	
	<b>\$ 220,000</b>

*Cost formula* : based upon the 1:1 ratio of TP to TN contributions from urban and agricultural runoff as projected in the respective Riverside County Comprehensive Nutrient Reduction Plan and San Jacinto Agricultural Nutrient Reduction Plan

## Task Force Agency Contributions Detailed Tables

	Allocation
<b>MS4 Co-Permittees (Total)</b>	<b>\$ 355,588</b>
Task Force Regulatory/Administrative Expenses	\$ 105,600
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 51,000
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	<b>\$ 198,988</b>
<b>Riverside County</b>	<b>\$ 63,916</b>
Task Force Regulatory/Administrative Expenses	\$ 18,981
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 9,167
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	<b>\$ 35,767</b>
<b>City of Beaumont</b>	<b>\$ 7,574</b>
Task Force Regulatory/Administrative Expenses	\$ 2,249
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 1,086
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	<b>\$ 4,238</b>
<b>City of Canyon Lake</b>	<b>\$ 6,595</b>
Task Force Regulatory/Administrative Expenses	\$ 1,958
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 946
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	<b>\$ 3,690</b>

<b>City of Hemet</b>	<b>\$ 44,067</b>
Task Force Regulatory/Administrative Expenses	\$ 13,087
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 6,320
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	\$ 24,660
<b>City of Lake Elsinore</b>	<b>\$ 23,421</b>
Task Force Regulatory/Administrative Expenses	\$ 6,955
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 3,359
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	\$ 13,106
<b>City of Moreno Valley</b>	<b>\$ 101,974</b>
Task Force Regulatory/Administrative Expenses	\$ 30,284
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 14,626
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	\$ 57,065
<b>City of Murrieta</b>	<b>\$ 1,263</b>
Task Force Regulatory/Administrative Expenses	\$ 375
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 181
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	\$ 707

<b>City of Perris</b>	<b>\$ 32,192</b>
Task Force Regulatory/Administrative Expenses	\$ 9,560
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 4,617
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	\$ 18,015
<b>City of Riverside</b>	<b>\$ 5,757</b>
Task Force Regulatory/Administrative Expenses	\$ 1,710
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 826
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	\$ 3,221
<b>City of San Jacinto</b>	<b>\$ 21,617</b>
Task Force Regulatory/Administrative Expenses	\$ 6,420
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 3,100
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	\$ 12,097
<b>City of Menifee</b>	<b>\$ 39,721</b>
Task Force Regulatory/Administrative Expenses	\$ 11,796
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 5,697
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	\$ 22,228

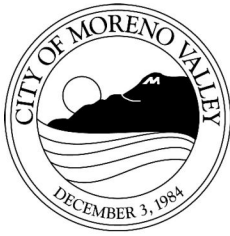
<b>City of Wildomar</b>	<b>\$ 7,492</b>
Task Force Regulatory/Administrative Expenses	\$ 2,225
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 1,075
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	<b>\$ 4,193</b>
<b>Elsinore Valley Municipal Water District (EVMWD)</b>	
<b>Task Force Regulatory/Administrative Expenses</b>	<b>\$ 8,800</b>
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 4,250
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	<b>\$ -</b>
<b>San Jacinto Agricultural Operators</b>	
<b>Task Force Regulatory/Administrative Expenses</b>	<b>\$ 8,800</b>
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 4,250
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	<b>\$ 15,228</b>
<b>San Jacinto Dairy &amp; CAFO Operators</b>	
<b>Task Force Regulatory/Administrative Expenses</b>	<b>\$ 8,800</b>
<b>TMDL Compliance Monitoring Expenses</b>	
Watershed-wide Nutrient Monitoring Program	\$ 4,250
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
<b>Lake Elsinore Project Alternatives</b>	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
<b>Canyon Lake Project Alternatives</b>	<b>\$ 5,784</b>





**PROJECTED - Task Force Agency Contributions through FY 2010-11**

	<b>Cummulative Credit / (Debit)</b>
<b>MS4 Co-Permittees (Total)</b>	<b>\$ 359,205</b>
Riverside County	\$ 72,513
City of Beaumont	\$ 5,009
City of Canyon Lake	\$ 5,384
City of Hemet	\$ 33,909
City of Lake Elsinore	\$ 106,017
City of Moreno Valley	\$ 77,550
City of Murrieta	\$ 2,247
City of Perris	\$ 23,561
City of Riverside	\$ 3,642
City of San Jacinto	\$ 15,348
City of Menifee	\$ 11,798
City of Wildomar	\$ 2,225
<b>Elsinore Valley Municipal Water District (EVMWD)</b>	<b>\$ 91,830</b>
<b>San Jacinto Agricultural Operators</b>	<b>\$ 28,985</b>
<b>San Jacinto Dairy &amp; CAFO Operators</b>	<b>\$ 16,452</b>
<b>CALTRANS - freeway</b>	<b>\$ -</b>
<b>CA DF&amp;G - San Jacinto Wetlands</b>	<b>\$ -</b>
<b>US Forest Service (USFS)</b>	<b>\$ -</b>
<b>Eastern Municipal Water District</b>	<b>\$ -</b>
<b>March Air Reserve Base Joint Powers Authority</b>	<b>\$ -</b>
<b>US Air Force (March Air Reserve Base)</b>	<b>\$ -</b>
<b>Total Credits</b>	<b>\$ 855,677</b>



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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** August 28, 2012

**TITLE:** REJECTION OF ALL BIDS FOR CONSTRUCTION OF THE TRANSPORTATION MANAGEMENT CENTER – PROJECT NO. 808 0005 70 76

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### **RECOMMENDED ACTIONS**

Staff recommends that the City Council:

1. Reject all bids opened on July 2, 2012 for the Transportation Management Center project.
2. Direct staff to re-advertise for construction bids for the Transportation Management Center project.

### **BACKGROUND**

In 2009, the Transportation Engineering Division completed an ITS Master Plan which provided recommendations for a systems-based approach to updating the City's traffic control infrastructure. The Transportation Management Center (TMC) is an integral component of the ITS Master Plan.

The Transportation Management Center (TMC) project was first approved in the 2008/2009 Capital Improvement Program. The City Council authorized a contract for software procurement for the TMC on July 10, 2011.

On May 8, 2012, the City Council appropriated the necessary funds to complete construction of the Transportation Management Center.

The project consists of reconfiguring existing underutilized space adjacent to the City Council foyer for use as a TMC, including partitioning the space for use of the northernmost portion by Media and Communications. The work also includes an update to

the City Council foyer to provide a media briefing area and new floor and wall treatments.

**DISCUSSION**

Design and bid documents were completed in June 2012 by TR Design Group. The estimate for the work was \$129,000. City staff advertised the Transportation Management Center project on June 13, 2012 and opened bids on July 2, 2012. Five bids were received as follows:

<u>CONTRACTORS</u>	<u>Total Bid Amounts</u>
1. Robert D. Gosney Construction, Hesperia .....	\$211,215
2. Joud Construction Company, Corona.....	\$264,500
3. Rasmussen Bros. Construction, Inc., Fallbrook.....	\$275,075
4. Dalke & Sons Construction, Inc., Riverside .....	\$330,230
5. Avi-Con, Inc. dba CA Construction, Riverside .....	non-responsive

The lowest responsible bidder was determined by the Base Bid and all additive alternates, as stipulated in the bidding documents. The unofficial apparent low bidder was disqualified due to having an expired contractor’s license at the bid deadline. Staff has reviewed the bid from Robert D. Gosney Construction and finds that firm 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 Robert D. Gosney Construction in their bid. Thus, the City Council may choose to award to Robert D. Gosney Construction; however, staff does not recommend this option.

Staff recommends that the City Council reject all bids and direct staff to re-advertise the project. The following justification is provided:

1. All bids were substantially above the estimated cost to perform the work (\$129,000). Staff believes allocating more time for bidders to review the work would result in improved pricing.
2. The project team has identified several improvements to the plans and specifications that are expected to result in better pricing if the project were re-advertised.

Public Contract Code Section 20166 allows the City Council the discretion to reject any (or all) bids presented and re-advertise. Re-advertising the project with modified plans and specifications is expected to result in bids in line with budgeted funding.

**ALTERNATIVES**

1. By motion approve and authorize the recommended actions as presented in this staff report. *This alternative is expected to result in completion of the project within available budget.*

2. Award the contract to the lowest responsible bidder, and allocate additional funding. *This alternative would allow the project to be constructed sooner, but at significantly more cost than budgeted. If the City Council authorizes this alternative, staff will prepare a followup report to present a funding plan.*

**FISCAL IMPACT**

This project is included in the Fiscal Year 2012/2013 Capital Improvements Project Budget and is funded using the Traffic Signals Development Impact Fee Fund (Fund 3302) and the Air Quality Management Fund (Fund 2005). These funds can only be used for traffic signal and air quality improvement purposes. There is no impact to the General Fund.

**AVAILABLE FUNDS\***

FY 2012/2013 Development Impact Fees—	
G/L Account No. 3302-70-76-80008	
Project No. 808-0005-70-76-3302 .....	\$217,578.00
FY 2012/2013 Air Quality Management—	
G/L Account No. 2005-70-76-80008	
Project No. 808-0005-70-76-2005 .....	\$14,646.00
<b>Available Funds .....</b>	<b>\$232,224.00</b>

\*—FY2012/2013 budget estimates do not account for final carryover amounts.

**ESTIMATED COSTS (FY12/13 only)**

Construction (including 15% contingency) .....	\$149,000.00
City-Furnished Equipment.....	\$58,000.00
Administration/Project Management.....	\$25,000.00
<b>Total Estimated Cost.....</b>	<b>\$232,000.00</b>

**ANTICIPATED PROJECT SCHEDULE**

Re-advertise .....	September 2012
Award construction contract .....	October 2012
Construction contract duration .....	November 2012-March 2013
Installation of furniture and computer equipment .....	April 2013

**CITY COUNCIL GOALS**

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

**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.

**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.

**ATTACHMENT**

Attachment "A" – Location Map

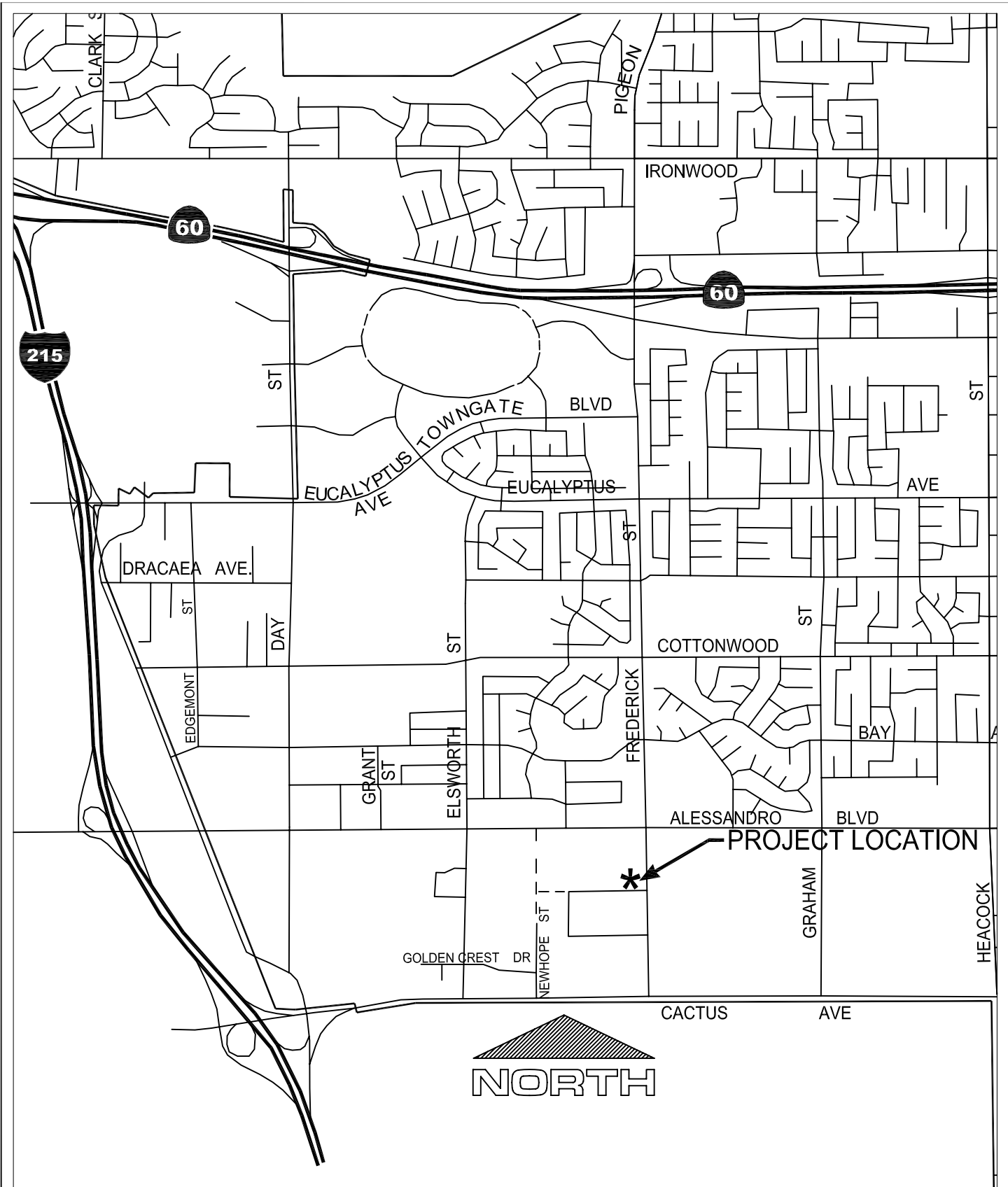
Attachment "B" – Floor Plan

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

Department Head Approval  
Ahmad R. Ansari, P.E  
Public Works Director/City Engineer

Concurred By:  
Eric Lewis, P.E.  
City Traffic Engineer/Transportation Division Manager

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



**ATTACHMENT "A" — LOCATION MAP**

LOCATION MAP  
Public Works Department  
Transportation Division

**TRANSPORTATION MANAGEMENT  
CENTER**

ATTACHMENT A

-345-

Project No. 10-1376 **Item No. A.7**

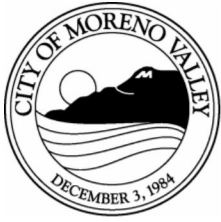


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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rest</i>
CITY MANAGER	<i>msj</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer and Barry Foster Community & Economic Development Director

**AGENDA DATE:** August 28, 2012

**TITLE:** PA08-0072 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF RESOURCE WAY FROM CORPORATE STREET TO FREDERICK STREET FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM SEPTEMBER 3, 2012 – OCTOBER 1, 2012

**DEVELOPER:** US REAL ESTATE LIMITED PARTNERSHIP,  
SAN ANTONIO, TX 78230

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Authorize a full road closure of Resource Way from Corporate Street to Frederick Street for the construction of street improvements from September 3, 2012 – October 1, 2012.

### **BACKGROUND**

The Planning Commission approved this project on April 9, 2009. The project consists of a 522,774 square-foot industrial warehouse building to be located on the west side of Frederick Street between Cactus Avenue and Resource Way.

The Conditions of Approval required public improvements along Resource Way, Frederick Street and Cactus Avenue. On March 13, 2012, the City Council of the City of Moreno Valley approved the Public Improvement Agreement along with the corresponding securities. The Agreement and securities include the construction of the public street improvements.

## **DISCUSSION**

As part of the public improvements, the Developer is requesting a full road closure of Resource Way from Corporate Street to Frederick Street. The road closure will be conducted in such a manner that will provide local and emergency vehicle access to affected properties.

The entire duration of road closure will be four (4) weeks or approximately 28 calendar days. The request for the road closure is due to major improvement work including, but not limited to, removal of existing asphalt pavement, installation of asphalt paving, sidewalk, street lights, landscaping, storm drain culverts, and associated signing and striping. All of the work will be reviewed by inspectors from the City of Moreno Valley. It is anticipated that the road will be open to traffic on October 1, 2012.

There are several commercial parcels in the area of construction. The road closure will affect the ingress or egress of these parcels, and it will require a detour to the traveling public. City staff was advised by the developer that all potentially affected property owners have been contacted/notified. This included Social Security Administration, City of Moreno Valley Special Districts Division and Moreno Valley Utility. The road closure/detour/traffic control plan for this closure has been reviewed and approved by the City Traffic Engineer.

## **ALTERNATIVES**

1. Authorize a full road closure of Resource Way from Corporate Street to Frederick Street for the construction of street improvements from September 3, 2012 – October 1, 2012. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.
2. Do not authorize a full road closure of Resource Way from Corporate Street to Frederick Street for the construction of street improvements from September 3, 2012 – October 1, 2012. Do not authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment and would significantly delay the completion of this project.*

## **FISCAL IMPACT**

The developer will be responsible for all costs associated with this proposal.

**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.

**NOTIFICATION**

The approved traffic control/detour plan requires the contractor to give notification to the Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste Management, and affected businesses. The public will be notified by special roadside signage showing the dates of closure and detour signs.

**EXHIBITS**

Exhibit “A” – Road Closure Detour Map

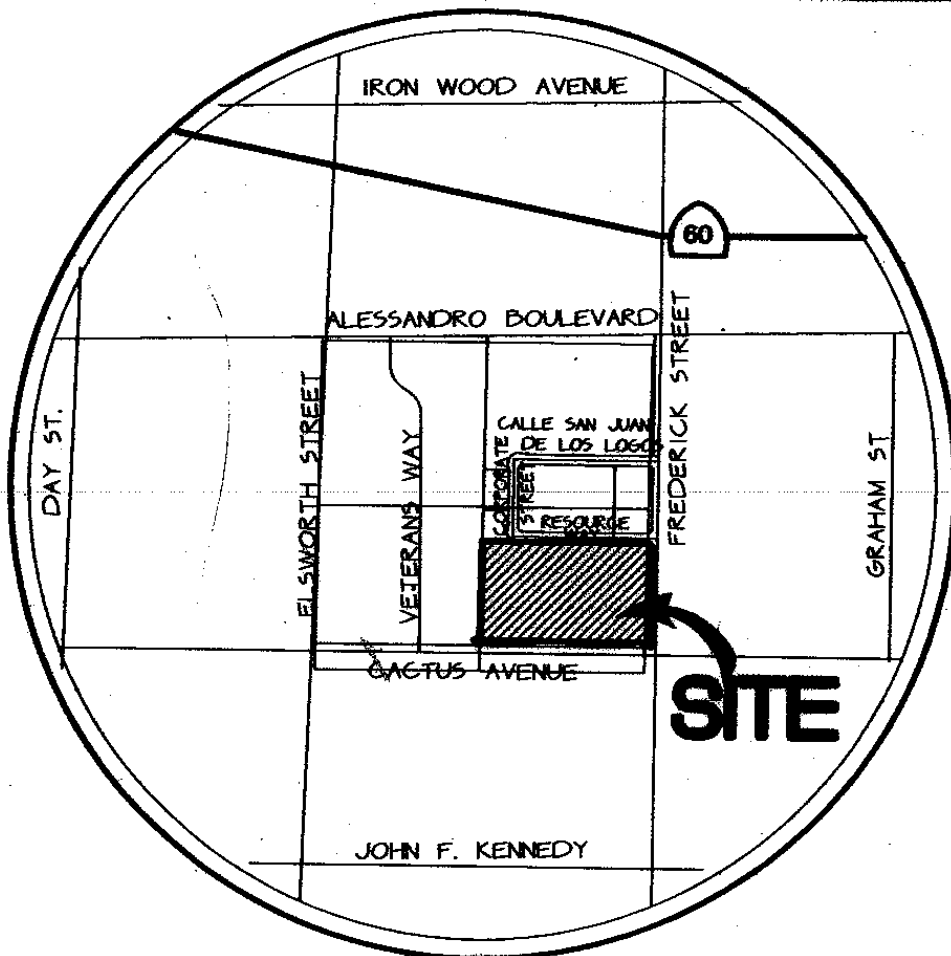
Prepared By  
Mark W. Sambito, P.E.  
Engineering Division Manager

Department Head Approval  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer

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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***VICINITY MAP***

N.T.S.

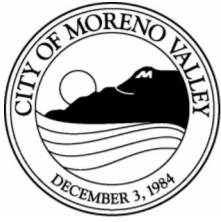
CITY OF MORENO VALLEY  
 COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT -  
 LAND DEVELOPMENT

**EXHIBIT "A"**

**Resource Way  
 Road Closure  
 PA08-0072**

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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** August 28, 2012

**TITLE:** P11-048, PA08-0072 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D12-002 FOR P11-048, PA08-0072 IMPROVEMENTS ASSOCIATED WITH THE CONCOURSE AT CENTERPOINT INDUSTRIAL BUILDING

NORTHWEST CORNER OF FREDERICK STREET AND CACTUS AVENUE

**DEVELOPER:** US REAL ESTATE LIMITED PARTNERSHIP  
9830 COLONNADE BOULEVARD, SUITE 600  
SAN ANTONIO, TX 78230

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-002 (DIF Agreement) for P11-048, PA08-0072 improvements and right-of-way dedications.
2. Authorize the Mayor to execute the DIF Agreement in the form attached hereto.

### BACKGROUND

On April 9, 2009, the Planning Commission of the City of Moreno Valley approved PA08-0072, a Plot Plan for a 522,772 square-foot industrial warehouse building on 26 acres.

On June 30, 2011, the Community Development Department of the City of Moreno Valley approved P11-048 an Amended Plot Plan for the above-mentioned industrial warehouse building. Amendments to the original Plot Plan approval included revision to the parking lot at the four corners of the building, removal of trash enclosures from inside truck courts, relocation of transformer and electrical room from truck court to the building's east elevation, elimination of landscaping from within the truck court, and the shifting of dock doors and stairs within truck courts.

City Council of the City of Moreno Valley executed the Agreement for Public Improvements and bonds as securities for public improvements in the amount of \$3,101,000 for Faithful Performance and \$1,550,500 for Material and Labor. The bonds were secured by Travelers Casualty & Surety Company of America.

The City's Municipal Code, Chapter 3.42, "Commercial and Industrial Development Impact Fees" requires the developer to pay Development Impact Fees (DIF). The DIF covers the developer's fair share of the costs to construct improvements and right-of-way dedications that help mitigate the traffic impacts and burdens on the City's network of arterial streets and traffic signals generated by the project.

As part of the project conditions of approval, the developer will be constructing some of the required DIF-related public improvements and dedicating right-of-way. In accordance with the City's Municipal Code, Section 3.42.110, the "Credit for Improvements provided by Developer" will allow the developer to receive a credit for qualifying public improvements made to the designated arterial street(s). The developer's initial credit amount is based on the lower of the DIF Study Costs, the Engineer's Cost Estimate provided by the developer, and the DIF Fee Obligation.

If it is determined that the developer constructed improvements above and beyond the project obligation, they may be eligible for a reimbursement in accordance with the current policy in place at that time. Reimbursements may either be paid per the City policy or used as credits towards any other future project's DIF fee obligations.

## **DISCUSSION**

The developer of P11-048, PA08-0072 was required to construct certain improvements on Cactus Avenue, Frederick Street, and Resource Way.

The developer is eligible to receive DIF Credits for specific improvements identified in the DIF Study for Cactus Avenue which have not already been completed by others or that are part of the Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) Program. Qualifying DIF improvements that are not covered by the TUMF Program include median curb, sawcut, removal and disposal of existing pavement in the location of the proposed raised median, traffic striping for left turn pocket, and traffic control.

The developer agrees to perform and complete all of the required public improvements in accordance with the Agreement for Public Improvements. Per the DIF Improvement Credit Agreement, the initial credit is the least of the DIF Study Costs, Engineer's Cost Estimate provided by the developer, and DIF Fee Obligation. Refer to Exhibit "C" – DIF Credit Calculation Table of the DIF Improvement Credit Agreement. The DIF Improvement Credit Agreement is attached to this Staff Report as Attachment 1. Based on the information provided by the developer, the initial DIF Credit for this project is \$203,203 for Arterial Streets.

If it is determined at the completion of the project that the developer constructed improvements above and beyond the project obligation, a DIF Improvement Reimbursement Agreement will be presented to City Council at that time. Any reimbursements may either be paid per the City policy or used as credits towards any other future project's DIF fee obligations.

### **ALTERNATIVES**

1. Accept the Development Impact Fee Improvement Credit Agreement #D12-002 (DIF Agreement) for P11-048, PA08-0072 and authorize the Mayor to execute the DIF Agreement in the form attached hereto.
2. Do not accept the Development Impact Fee Improvement Credit Agreement #D12-002 (DIF Agreement) for P11-048, PA08-0072 and do not authorize the Mayor to execute the DIF Agreement in the form attached hereto. *Not approving staff's recommendation would result in no DIF credit being provided to the developer.*

### **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**

Attachment 1 – DIF Improvement Credit Agreement

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

Department Head Approval  
 Barry Foster  
 Community and Economic Development Director

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

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

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2012\8-28-12 - P11-048, PA08-0072 - Concourse at Centerpoint DIF Improvement Credit Agreement.doc

**DEVELOPMENT IMPACT FEES  
IMPROVEMENT CREDIT AGREEMENT  
NUMBER D12-002**

**P11-048 (PA08-0072) AMENDED PLOT PLAN FOR ONE BUILDING, 522,772 SQ FT)**

This Development Impact Fees Improvement Credit Agreement is made and entered into as of the date the City signs this Agreement, by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City" and the undersigned Developer, hereinafter referred to as "Developer."

**RECITALS**

WHEREAS, Developer and City have entered into an Agreement for Public Improvements (attached hereto as Exhibit "A"), dated March 21, 2012, which Agreement for Public Improvements sets forth all obligations of the Developer for Public Improvements that are a condition of approval for the above-titled development (hereinafter referred to as the "Project"), some of which may be eligible for Development Impact Fees (hereinafter referred to as "DIF") Credit under this Agreement; and

WHEREAS, the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees" and Chapter 3.42 "Commercial and Industrial Development Impact Fees" requires Developer to pay the DIF for projects identified in the most recently adopted DIF study (hereinafter referred to as "DIF Obligation") which covers the Project's fair share of the costs to construct improvements that help mitigate the impacts

and burdens on the City's local systems generated by the Project and that are necessary to provide City services and protect the safety, health, and welfare of residential and non-residential users; and

WHEREAS, certain improvements set forth in the Agreement for Public Improvements are also identified in the City's DIF Program as improvements that are to be funded from DIF, which identified improvements are set forth in Exhibit B attached hereto and hereby incorporated by reference and are hereinafter referred to as the DIF Improvements; and

WHEREAS, if the City or some other third party constructs the DIF improvements set forth in the Agreement for Public Improvements prior to Developer, then this Improvement Credit Agreement shall become null and void and the Developer shall be required to pay the full DIF Obligation of the Project; and

WHEREAS, the City and Developer now desire to enter into this Improvement Credit Agreement to provide a means by which the Developer may receive a Credit for required DIF improvements actually constructed by the Developer for the subject Project subject to the terms and limitations set forth in this Agreement.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

## **1.0 General Provisions.**

**1.1 Incorporation of Recitals.** The Parties hereby affirm the facts and provisions set forth in the above Recitals and agree to their incorporation herein as though set forth in full.

**1.2 Incorporation of the Agreement for Public Improvements.** The Parties hereby affirm the terms, conditions and requirements set forth in the Agreement for Public Improvements (Exhibit "A") and agree to their incorporation herein as though set forth in full.

## **2.0 DIF Obligation.**

**2.1 Developer's DIF Obligation.** Developer hereby agrees and accepts that, as of April 3, 2012, the Developer is obligated to pay DIF for the Project to City in the amount of nine hundred seventy three thousand four hundred one and forty six one hundredths dollars (\$973,401.46) (hereinbefore and hereinafter referred to as the "DIF Obligation"), and of that amount \$203,203 is the "Street" component of the DIF Obligation for which the developer may be eligible to receive credits.

**2.2 Effect of Agreement.** Notwithstanding anything in this Agreement, Developer acknowledges that the DIF Obligation is established by the provisions of the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees," or Chapter 3.42 "Commercial and Industrial Development Impact Fees," and that this Agreement does not alter, limit, increase or reduce the obligations under those code

sections nor prevent City from adjusting or correcting the DIF Obligation amount to conform to the requirements of the Municipal Code.

**3.0 DIF Credit Limitations.**

**3.1 Calculation of DIF Credit.** Pursuant to City of Moreno Valley Municipal Code Sections 3.38.150 "Credit for Improvements Provided by Developers" (residential), or 3.42.110 "Credit for Improvements Provided by Developers" (commercial and industrial), and in accordance with the City's Development Impact Fee Credit and Reimbursement Policy, as adopted by the City Council on August 26, 2008, (the "Credit and Reimbursement Policy") and in consideration of Developer's obligations under the Conditions of Approval for the Project and the Agreement for Public Improvements to construct the DIF improvements, the maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be as defined in Sections 4.0 of this Agreement and the Credit and Reimbursement Policy.

**3.2 Effect of Agreement.** Notwithstanding the foregoing, Developer acknowledges that the amounts of DIF Credits are established by the provisions of the City of Moreno Valley Municipal Code and the DIF Credit and Reimbursement Policy and this Agreement shall not prevent City from adjusting or correcting the DIF Credit amounts set forth in this Agreement to conform to the requirements of the Municipal Code and the Credit and Reimbursement policy.



#### **4.0 DIF Credit**

**4.1 Maximum DIF Credit.** City shall apply DIF Credit to offset, in whole or in part, the Project's DIF Obligation. The maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be equal to the least of: (A) the City Engineer's Estimate of the actual cost of the DIF Improvements (hereinafter collectively referred to as "Engineer's Estimate"), or (B) project costs as identified in the DIF study in effect at the time of the issuance of a building permit, or (C) the actual DIF Obligation. In no event shall a DIF Credit exceed the actual DIF Obligation.

**4.2 DIF Credit Offset to DIF Obligation.** The DIF Credit shall be applied at the time DIF obligation is due and payable. If the project is to be developed by phases, by specific units, or by specific buildings, DIF Credit shall be applied according to a Public Improvements Phasing Schedule approved by the City and attached and incorporated to this agreement.

**4.3 Submittal Timeframe.** The Developer shall submit to the City Engineer any and all documentation the Developer deems relevant in substantiating the claim for DIF Credit for the DIF Qualifying Improvements to be constructed by the Developer. Such documentation may include contracts, bids, estimates, or any other relevant documents pertaining to the actual cost of the Qualifying Improvements. The City Engineer shall take into consideration, but shall not be bound by, any such documentation submitted by the Developer in formulating the Engineer's Estimate. All such documentation shall be submitted by the Developer to the City Engineer no later than ninety (90) calendar days prior to the date for payment of DIF for the project. The City Engineer will use his or her best efforts and professional judgment in formulating an

Engineer's Estimate and shall endeavor to provide said estimate to the Developer in writing within sixty (60) calendar days after submittal of the last document submitted by the Developer.

**4.4 DIF Credit Calculation (completed by City).**

As of the date hereof, the amount of DIF Credit for which Developer is potentially eligible is set forth in Exhibit C "DIF Credit Calculation Table" attached hereto and hereby incorporated by reference.

**4.5 Reconciliation - Final DIF Credit.** If the dollar amount of the actual DIF Credit is less than the amount of the actual unpaid DIF Obligation (hereinafter referred to as "DIF Balance"), the City shall notify the Developer in writing of the amount of the DIF Balance and Developer shall pay the DIF Balance to fully satisfy the DIF Obligation at the time DIF payments are due. If the dollar amount of the actual DIF Credit exceeds the amount of the actual DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation. If the Developer has actually paid DIF and completed DIF Improvements, but has not received full DIF Credit for which the Developer would have been otherwise eligible under the DIF Credit and Reimbursement Policy, the Developer *may* be eligible for a Reimbursement Agreement, to the extent applicable, as provided in a separate Development Impact Fees Improvement Reimbursement Agreement.

**4.6 Credit Transfer for Unfunded DIF Reimbursement Eligibility.**

To the extent that Developer has Reimbursement Eligibility Amounts which are both unpaid and unfunded by the City and which have not expired under the ten (10) year limitation set forth in the Development Impact Fee Credit and Reimbursement Policy

No. 3.24, Section F – Time Limitation, Developer may apply to receive partial or full DIF Credits for the same component of DIF on another development project within the City owned or controlled by that Developer and which has received all necessary approvals, on a dollar for dollar basis. Written application shall be made to the City and Developer shall provide any and all documentation and other information the City may reasonably request. The City shall not unreasonably withhold approval of such a Credit Transfer.

**5.0 No Interest.** Developer shall not be entitled to any interest, or any other cost or time value adjustment, for DIF paid to the City whether or not subsequently credited under Section 4.6 or reimbursed.

**6.0 Term of Agreement.** For purposes of Reimbursement Eligibility and Credit Transfer, this Agreement shall remain in effect for a period not to exceed ten (10) years from the date of execution by the City.

**7.0 General.**

**7.1 Assignment.** Except as specifically set forth in this Agreement, this Agreement shall not be assigned by any Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. All assignees and successors in interest shall assume and become obligated to perform all obligations and be entitled to all benefits of the original Party.

**7.2 Amendment.** This Agreement may only be amended in writing signed by the Parties.

**7.3 Law, Venue and Jurisdiction.** This Agreement shall be governed by the laws of the State of California. Venue and Jurisdiction of all matters arising out, pertaining to, or in any way related to this Agreement shall be vested in the Superior Court of the State of California, in and for the County of Riverside, California.

**7.4 Notices.** Any notices to be given pursuant to this Agreement shall be in writing and delivered by First Class Mail addressed to the Parties as follows:

City: City Engineer  
City of Moreno Valley  
Post Office Box 88005  
Moreno Valley, California 92552-0805

Developer: David Buck, Managing Director Development  
USAA Real Estate Company  
9830 Colonade Boulevard, Suite 600  
San Antonio, TX 78230

**7.5 Entire Agreement.** This Agreement is the final, complete and exclusive statement of the Agreement of the Parties with respect to the subject matter hereof and supersedes and replaces any prior oral or written agreements between the Parties addressing the same subject matter.

**(SIGNATURE PAGE TO FOLLOW)**

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Agreement.

CITY OF MORENO VALLEY,  
a California municipal corporation

US Real Estate Limited Partnership,  
a Texas limited partnership


By: \_\_\_\_\_  
Mayor

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

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

By: USAA Real Estate Company,  
a Delaware corporation

Its: General Partner

By:   
David J. Buck, Managing Director

Date: 4-17-12

ATTEST: \_\_\_\_\_  
City Clerk

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

APPROVED AS TO FORM:

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

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

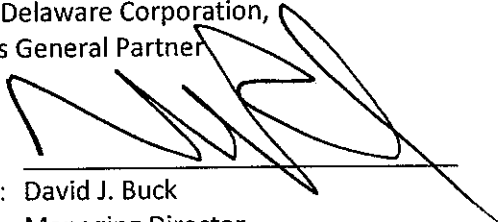
**SIGNING INSTRUCTION TO THE DEVELOPER:**

All signatures on the Contract Agreement on behalf of the Developer must be acknowledged before a notary public. In the event that the Developer is a corporation, the president or vice-president plus the secretary of/or an assistant secretary of the corporation must sign. Corporate seal may be affixed hereto.

Developer Signature & Acknowledgement  
Development Impact Fees  
Improvement Credit Agreement No. D12-002  
Centerpointe Logistics Center

US Real Estate Limited Partnership,  
a Texas Limited Partnership

By: USAA Real Estate Company,  
a Delaware Corporation,  
Its General Partner




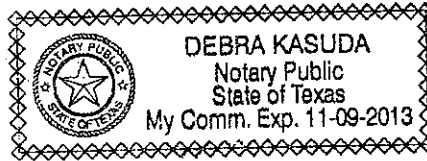
By: \_\_\_\_\_  
Name: David J. Buck  
Title: Managing Director

State of Texas  
County of Bexar

Before me, the undersigned notary public, personally appeared David J. Buck, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 17<sup>th</sup> day of April, 2012.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 11/9/2013



**EXHIBIT "A"**

**PUBLIC IMPROVEMENT AGREEMENT  
WITH BONDS**

(ATTACHED BEHIND THIS PAGE)

**EXHIBIT "A"**

RECORDING REQUESTED BY:  
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY  
City Clerk  
P. O. Box 88005  
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

**AGREEMENT FOR PUBLIC IMPROVEMENTS  
FOR  
PROJECT NO. PA08-0072**

APN NO. 297-150-055

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and US Real Estate Limited Partnership, a Texas Limited Partnership, herein after called Developer, on the date the City signs this agreement.

**WITNESSETH:**

**FIRST:** Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as PA08-0072 agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within TWENTY-FOUR (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of THREE MILLION ONE HUNDRED ONE THOUSAND AND NO/100 Dollars (\*\*\*\$3,101,000.00\*\*\*). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of ONE MILLION FIVE HUNDRED FIFTY THOUSAND FIVE HUNDRED AND NO/100 Dollars (\*\*\*\$1,550,500.00\*\*\*). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

**SECOND:** Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.



**THIRD:** City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

**FOURTH:** The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

**FIFTH:** Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

**SIXTH:** The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

**SEVENTH:** If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

**EIGHTH:** Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

**NINTH:** It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

**TENTH:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**ELEVENTH:** Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

**City:**  
City Engineer  
P.O. Box 88005  
14177 Frederick  
Moreno Valley, CA 92552-0805

**Developer:**  
US Real Estate Limited Partnership,  
a Texas Limited Partnership  
9830 Colonnade Blvd., Suite 600  
San Antonio, TX 78230

**IN WITNESS WHEREOF** Developer has affixed his name, address and seal.

Date approved by the City: 3/21/12

US Real Estate Limited Partnership, a Texas Limited Partnership:

Developed  
BY:   
Signature

BY:   
Signature

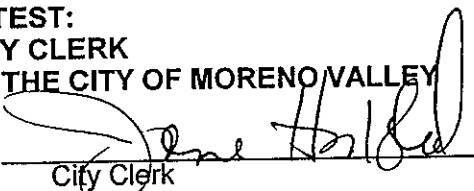
DAVID BUCK  
Print/Type Name Managing Director

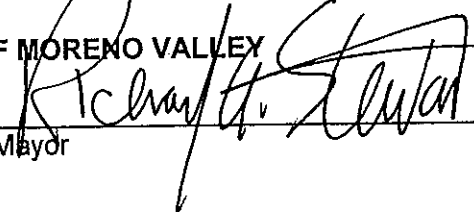
STANLEY R. ALTERMAN  
Executive Managing Director

Print/Type Name

Title

Title

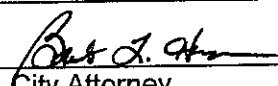
**ATTEST:**  
CITY CLERK  
OF THE CITY OF MORENO VALLEY  
By:   
City Clerk

CITY OF MORENO VALLEY  
By:   
Mayor

(SEAL)

**APPROVED AS TO FORM:**  
CITY ATTORNEY

Date: 20 MAR 2012

By:   
City Attorney

**NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.**

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY  
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 1 of 8

DATE: 02/15/12  
PREPARED BY: Vince Giron

*VBG*  
*2/15/12*

PROJECT: PA08-0072 0 PUBLIC PAVEMENT SECTIONS

Concourse at Centerpointe

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF				
Roadway Excavation	2993	C.Y.	29.00	86,797
A.B. Class II - Street 1	1	Thickness (ft.)		
Resource Wy	52476	S.F.	33.00	125,532
A.C. - Street 1	0.5	Thickness (ft.)		
Resource Wy	52476	S.F.	80.00	152,160
Roadway Excavation			29.00	725
A.B. Class II - Street 2	0.67	Thickness (ft.)		
Frederick St	2110	S.F.	33.00	3,366
A.C. - Street 2	0.45	Thickness (ft.)		
Frederick St	2110	S.F.	80.00	5,440
Roadway Excavation			29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation			29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	80.00	0
Street Work - DIF				
Roadway Excavation	0	Thickness (ft.)	29.00	0
A.B. Class II - Street 1	0	S.F.	33.00	0
A.C. - Street 1	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation			29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation			29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation			29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	80.00	0
Street Work - TUMF				
Roadway Excavation	4000	C.Y.	29.00	116,000
A.B. Class II - Street 1	1	Thickness (ft.)		
Cactus Ave	80360	S.F.	33.00	192,258
A.C. - Street 1	0.5	Thickness (ft.)		
Cactus Ave	80360	S.F.	80.00	233,040
Roadway Excavation			29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation			29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation			29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	80.00	0
			SUBTOTAL:	915,318

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 2 of 8

DATE: 02/15/12  
PREPARED BY: Vince Giron

PROJECT: PA08-0072 0 PUBLIC STREET WORK

VBG  
2/15/12

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Offsite Street Work</b>				
<b>Pavement</b>				
Grind & Pave 0.15' Frederick St & Resource Wy	33233	S.F.	3.25	108,007
A.C. Cap/Overlay Frederick St & Resource Wy	0	Ton	80.00	0
Grind & Pave 0.15' Cactus Ave	8310	S.F.	3.25	27,008
A.C. Cap/Overlay Cactus Ave	0	Ton	80.00	0
Slurry Seal (Based on \$150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	2600	L.F.	3.00	7,800
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
Curb Transition	140	L.F.	10.00	1,400
Curb Only - 8"	2576	L.F.	15.00	38,640
Adjust M.H. to Grade	21	EA.	800.00	16,800
Adjust Water Valve to Grade	0	EA.	400.00	0
Remove & Dispose Existing Pavement & Base	0	SF	3.00	0
Remove Existing Curb & Gutter Frederick St & Resource Wy	290	L.F.	12.00	3,480
Remove Existing Curb & Gutter Cactus Ave	84	L.F.	12.00	1,008
<b>Concrete</b>				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	0	L.F.	30.00	0
Curb and Gutter - 8" Frederick Ave and Resource Wy	25	L.F.	30.00	750
Curb and Gutter - 8" (TUMF Cactus Ave)	1147	L.F.	30.00	34,410
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Cactus Ave)	2576	L.F.	25.00	64,400
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk	0	S.F.	4.25	0
Sidewalk Frederick St & Resource Wy	6272	S.F.	7.00	43,904
Sidewalk (DIF Cactus Ave)	8466	S.F.	7.00	59,262
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 8" Cactus Ave	6164	S.F.	6.50	40,066
Driveway Approach - 8" Frederick St & Resource Wy	2352	S.F.	10.50	24,696
Wheelchair Ramp Cactus Ave	1	EA.	2,600.00	2,600
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay Cactus Ave	1	EA.	15,000.00	15,000
<b>Miscellaneous</b>				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Remove sign	4	EA.	200.00	800
Curb Pocket for Sewer Manhole	0	EA.	5,000.00	0
Remove Existing Driveway Frederick St & Resource Wy	3964	SF	3.00	11,892
Remove Existing Driveway Cactus Ave	1136	SF	3.00	3,408
			<b>SUBTOTAL</b>	<b>505,331</b>
<b>Traffic Improvements (Plan Checked by Trans. Eng'g staff/Inspected by LDD staff)</b>				
Traffic Striping/raised pavement markers	1	L.S.	--	7,890
Traffic Striping (DIF Street)	0	L.S.	--	0
Street Name Sign	0	EA.	500.00	0
Stop Sign	0	EA.	200.00	0
Signs and Posts	5	EA.	200.00	1,000
Signs and Posts (DIF Street)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	10000	0
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Traffic Signal PB-Adjust to Grade	9	EA.	800.00	7,200
Metal Guard Rail	0	L.F.	90.00	0
Adjust Existing Traffic Controller	2	EA.	1,500.00	3,000
			<b>SUBTOTAL:</b>	<b>19,090</b>
<b>Bondable Street Work Only (not plan checked)</b>				
Undergrounding of Utilities	0	L.F.	198.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments - Cactus Ave	1	EA.	300.00	300
Relocate Trees	0	EA.	2,500.00	0
			<b>SUBTOTAL:</b>	<b>300</b>

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 3 of 8

VBG  
2/15/12

PROJECT: PA08-0072  
0  
Concourse at Centerpointe

PUBLIC STREET WORK (CONTINUED)

DATE: 02/15/12  
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Special Districts</b>				
Landscaping - Medians	11384	S.F.	6.00	68,304
Landscaping - Parkways	5325	S.F.	6.00	31,950
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	7	EA.	6,000.00	42,000
	SPECIAL DISTRICTS SUBTOTAL:			142,254
<b>Moreno Valley Utilities</b>				
Electrical Utility Infrastructure	1	L.S.	136,000.00	136,000
	MVU SUBTOTAL:			136,000
<b>Water Quality Basin</b>				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA.	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA.	0	0
Outlets	0	EA.	0	0
Risers	0	EA.	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
	WQB SUBTOTAL:			0
<b>Transportation Engineering</b>				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination)	0	EA.	272,000.00	0
Traffic Signal Modification	1	L.S.	45,000	45,000
Traffic Signal Interconnect (Existing Signals Only) Frederick St	840	L.F.	30.00	25,200
Traffic Signal Interconnect (Existing Signals Only) Cactus Ave	1415	L.F.	30.00	42,450
	TRANSPORTATION SUBTOTAL:			112,650

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 4 of 8

VBG  
2/15/12

DATE: 02/15/12  
PREPARED BY: Vince Giron

PROJECT: PA08-0072  
0 PUBLIC STORM DRAIN SYSTEM  
Concourse at Centerpointe

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipe</b>				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	79	L.F.	160.00	12,640
24" Reinforced Concrete Pipe (DIF Cactus Ave)	209	L.F.	160.00	33,440
30" Reinforced Concrete Pipe	688	L.F.	180.00	123,840
36" Reinforced Concrete Pipe	370	L.F.	190.00	70,300
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	47	L.F.	210.00	9,870
48" Reinforced Concrete Pipe	635	L.F.	250.00	158,750
54" Reinforced Concrete Pipe	85	L.F.	300.00	25,500
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe Concrete Backfill	0	L.F.	461.00	0
	230	L.F.	20.00	4,600
<b>Manholes</b>				
Manhole No. 1	3	EA.	5000.00	15,000
Manhole No. 2	4	EA.	7200.00	28,800
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	2	EA.	10000.00	20,000
	0		0.00	0
<b>Catch Basins</b>				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	3	EA.	5500.00	16,500
Catch Basin (10')	0	EA.	6000.00	0
Catch Basin (14')	2	EA.	8000.00	16,000
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	3	EA.	535.00	1,605
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Cactus Ave)	3	EA.	5500.00	16,500
Catch Basin (10') (DIF Street Name)	0	EA.	6000.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (28') (DIF Resource)	1	EA.	16000.00	16,000
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Remove Catch Basin	1	EA.	500.00	500
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0



EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 6 of 8

PROJECT: PA08-0072  
0 PUBLIC WATER SYSTEMS  
Concourse at Centerpoints

DATE: 02/15/12  
PREPARED BY: Vince Giron

VBG  
2/15/12

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipes - Water System</b>				
4" PVC C-900	0	L.F.	25.00	0
6" PVC C-900	0	L.F.	30.00	0
8" PVC C-900	0	L.F.	35.00	0
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	35	L.F.	60.00	2,100
16" CML&C	45	L.F.	90.00	4,050
12" CML&C	10	L.F.	95.00	950
20" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0	0
<b>Valves - Water System</b>				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve	2	EA.	1,340.00	2,680
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	0	EA.	2,300.00	0
16" Gate Valve	0	EA.	5,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
Relocate 2" Air Vac Release	1	EA.	4,000.00	4,000
2" Backflow Preventor, Pad & Cover	2	EA.	4,300.00	8,600
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
<b>Fire Hydrants - Water System</b>				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	4	EA.	4,500.00	18,000
Relocate Fire Hydrants	2		0.00	0
<b>Services Connections</b>				
1" Service	1	EA.	800.00	800
1" Service w/ 5/8" Service	0	EA.	2,000.00	0
1 1/2" Service	1	EA.	1,100.00	1,100
2" Service	2	EA.	1,600.00	3,200
	0		0.00	0
<b>Fittings - Water System</b>				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		0.00	0
<b>Water Meters - Water System</b>				
5/8" Meter	0		230.00	0
1" Meter	1		320.00	320
1 1/2" Meter	0		420.00	0
2" Meter	3		525.00	1,575
Relocate Water Meter	2	EA.	1,000.00	2,000
<b>Hot Tap Connections - Water System</b>				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	2	EA.	2,200.00	4,400
12" Hot Tap	0	EA.	3,150.00	0
Hot Tap Service Clamp	2	EA.	1,000.00	2,000
Water Service	2	EA.	330.00	660
	0		0.00	0
<b>Miscellaneous - Water System</b>				
Thrust Block	1	CY	150.00	150
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Adjust Water Meter Box to Grade	3	EA.	235.00	705
Relocate 24" Water Line	55	L.F.	75.00	4,125
Remove 12" Water Line	20	L.F.	20.00	400
Relocate 12" Water Line	45	L.F.	50.00	2,250
Remove and Relocate Existing CTS	1	EA.	2,500.00	2,500
SUBTOTAL:				64,565





EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 8 of 8

VBG  
2/15/12

CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION  
BOND COMPUTATION SHEET

PROJECT: PA08-0072  
0  
Concourse at Centerpointe

DATE: 02/15/12  
PREPARED BY: Vince Giron

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$915,318
OFFSITE STREET WORK	:	\$505,331
SPECIAL DISTRICTS	:	\$142,254
MORENO VALLEY UTILITIES	:	\$136,000
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$112,650
STORM DRAIN SYSTEM	:	\$676,992
WATER SYSTEM	:	\$64,565
SEWER SYSTEM	:	\$11,610
TRAFFIC IMPROVEMENTS	:	\$19,090
BONDABLE WORK (not plan checked)	:	\$300
TOTAL COST (VALUE) OF IMPROVEMENTS:		\$2,584,110
+20% CONTINGENCY:		\$516,822
<u>GRAND TOTAL:</u>		\$3,100,932

BOND AMOUNT: \$3,101,000

FAITHFUL PERFORMANCE BOND

City of Moreno Valley  
County of Riverside  
State of California  
(Government Code Section 66499.1)

Public Improvements \$3,101,000.00

Project No. PA08-0072

Bond No. 105700873

Premium \_\_\_\_\_

Surety Travelers Casualty & Surety Co. of  
America

Principal US Real Estate Limited Partnership  
a Texas Limited Partnership

Address 1301 E. Collins Blvd., #340

Address 9830 Colonnade Blvd., Suite 600

City/Zip Richardson, TX 75081

City/Zip San Antonio, TX 78230

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and US Real Estate Limited Partnership, a Texas limited partnership, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to PA08-0072, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and Travelers Casualty & Surety Co. of America as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of THREE MILLION ONE HUNDRED ONE THOUSAND AND NO/100 Dollars (\*\*\*\$3,101,000.00\*\*\*), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

RISK MANAGEMENT  
Approved

M. Alonzo 3-6-12  
By Date

**FAITHFUL PERFORMANCE BOND (Page 2 of 2)**  
**PROJECT NO. PA08-0072**

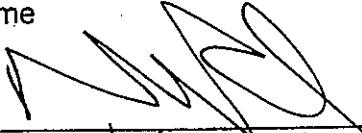
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on February 29, 2012.

NAME OF PRINCIPAL: US Real Estate Limited Partnership, a Texas limited partnership  
Company Name

AUTHORIZED SIGNATURE(S): By

  
Name Stanley R. Alterman *Managing Director*  
Name Stanley R. Alterman **STANLEY R. ALTERMAN**  
Title Executive Managing Director

NAME OF SURETY: A+(XV) CA  
Travelers Casualty & Surety Co. of America  
Company Name

AUTHORIZED SIGNATURE: Brenda J. Cant  
ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.  
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

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

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

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224596

Certificate No. 004704466

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brenda J. Ernst, Morresa Shepherd, Jennifer Lea Wingfield, Steven C. Barnett, and Shannon Carol

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of January, 2012

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 20th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



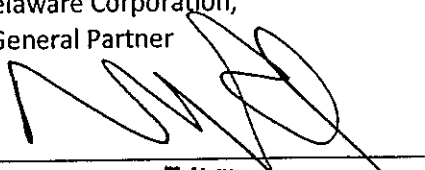
[Signature]
Marie C. Tetreault, Notary Public


US Real Estate Limited Partnership,  
a Texas Limited Partnership

US Real Estate Limited Partnership,  
a Texas Limited Partnership

By: USAA Real Estate Company,  
a Delaware Corporation,  
Its General Partner

By: USAA Real Estate Company,  
a Delaware Corporation  
Its General Partner

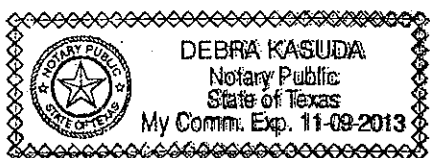
By:   
Name: DAVID BUCK  
Title: Managing Director

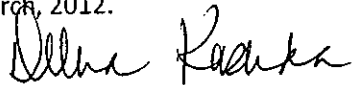
By:   
Name: STANLEY R. ALTERMAN  
Title: Executive Managing Director

State of Texas  
County of Bexar

Before me, the undersigned notary public, personally appeared David J. Buck, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1st day of March, 2012.

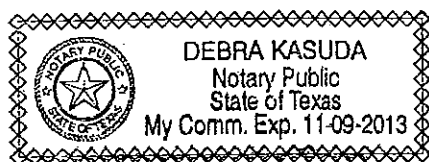



  
Notary Public  
My Commission Expires: 11/9/2013

State of Texas  
County of Bexar

Before me, the undersigned notary public, personally appeared Stanley R. Alterman, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Executive Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1st day of March, 2012.



  
Notary Public  
My Commission Expires: 11/9/2013

MATERIAL AND LABOR BOND

City of Moreno Valley  
County of Riverside  
State of California  
(Government Code Section 66499.2)

Public Improvements \$1,550,500.00

Project No. PA08-0072

Bond No. 105700874

Premium \_\_\_\_\_

Surety Travelers Casualty & Surety Co. of  
\*(XV) CA  
/america

Principal US Real Estate Limited Partnership  
a Texas Limited Partnership

Address 1301 E. Collins Blvd., #340

Address 9830 Colonnade Blvd., Suite 600

City/Zip Richardson, TX 75081

City/Zip San Antonio, TX 78230

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **US Real Estate Limited Partnership, a Texas limited partnership**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA08-0072**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **ONE MILLION FIVE HUNDRED FIFTY THOUSAND FIVE HUNDRED AND NO/100 Dollars (\*\*\$1,550,500.00\*\*)** lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

**RISK MANAGEMENT**  
Approved

M. [Signature] 3-6-12  
By Date

**MATERIAL AND LABOR BOND (Page 2 of 2)**  
**PROJECT NO. PA08-0072**

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on  
February 29, 2012.

NAME OF PRINCIPAL: US Real Estate Limited Partnership, a Texas limited partnership  
Company Name

AUTHORIZED SIGNATURE(S): By:

Name

Name

*Managing Director*

STANLEY R. ALTERMAN

Executive Managing Director

Title

NAME OF SURETY:

A+(xv) CA  
Travelers Casualty & Surety Co. of America  
Company Name

AUTHORIZED SIGNATURE: *Brenda J. Cant*

ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.  
BOND COMPANY - ATTACH POWER OF ATTORNEY

Approved as to form:

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

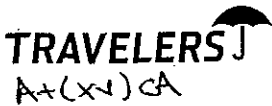
\_\_\_\_\_  
City Attorney

City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA08-0072 - Material Labor Bond.DOC



POWER OF ATTORNEY



Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-in Fact No. 224596

Certificate No. 004704465

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Brenda J. Ernst, Morresa Shepherd, Jennifer Lea Wingfield, Steven C. Barnett, and Shannon Carol

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of January, 2012

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Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



State of Connecticut  
City of Hartford ss.

By: George W. Thompson  
George W. Thompson, Senior Vice President

On this the 20th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault  
Marie C. Tetreault, Notary Public


US Real Estate Limited Partnership,  
a Texas Limited Partnership

US Real Estate Limited Partnership,  
a Texas Limited Partnership

By: USAA Real Estate Company,  
a Delaware Corporation,  
Its General Partner

By: USAA Real Estate Company,  
a Delaware Corporation  
Its General Partner

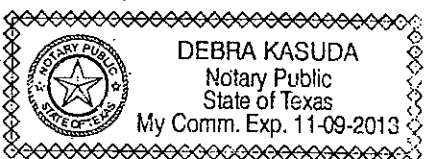
By:   
Name: DAVID BUCK  
Title: Managing Director

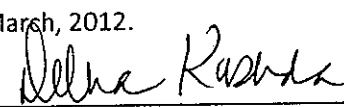
By:   
Name: STANLEY R. ALTERMAN  
Title: Executive Managing Director

State of Texas  
County of Bexar

Before me, the undersigned notary public, personally appeared David J. Buck, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1st day of March, 2012.

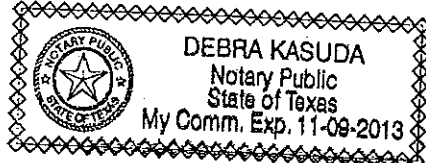
 DEBRA KASUDA  
Notary Public  
State of Texas  
My Comm. Exp. 11-09-2013

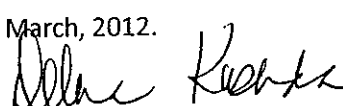
  
Notary Public  
My Commission Expires: 11/9/2013

State of Texas  
County of Bexar

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 DEBRA KASUDA  
Notary Public  
State of Texas  
My Comm. Exp. 11-09-2013

  
Notary Public  
My Commission Expires: 11/9/2013



March 13, 2012

Sent Via FedEx

Liz Plazola  
CEDD/Land Development  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552-0805

Re: PA08-0072 – Agreement for Public Improvements – M&L Bond

Dear Ms. Plazola:

Enclosed you will find one original of the Rider to the Material and Labor Bond previously submitted to you in connection with the above referenced project. The Bond was intended to be issued under the same Bond Number as the Performance Bond. The enclosed Rider simply amends the Bond to reflect the corrected Bond Number.

Should you have any questions or require any further information, please do not hesitate contacting me direct at (210) 641-8484.

Sincerely,

A handwritten signature in black ink, appearing to read "David J. Buck".

David J. Buck  
Managing Director

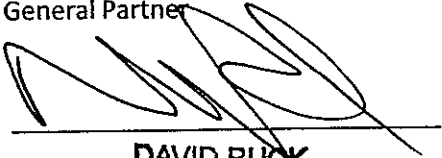
Cc: Steve Ames, USAA Real Estate Company  
Tony Byron, USAA Real Estate Company  
Timur Tecimer, Overton Moore Properties  
Denise Woodard, LSA Associates

US Real Estate Limited Partnership,  
a Texas Limited Partnership

US Real Estate Limited Partnership,  
a Texas Limited Partnership

By: USAA Real Estate Company,  
a Delaware Corporation,  
Its General Partner

By: USAA Real Estate Company,  
a Delaware Corporation  
Its General Partner

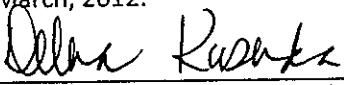
By:   
Name: DAVID BUCK  
Title: Managing Director

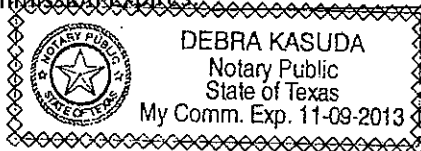
By:   
Name: STANLEY R. ALTERMAN  
Title: Executive Managing Director

State of Texas  
County of Bexar

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Witness my hand and seal, this 2<sup>nd</sup> day of March, 2012.


  
Notary Public  
My Commission Expires: 11/9/13

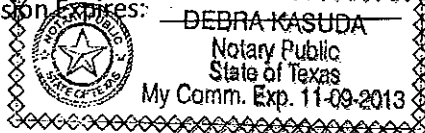


State of Texas  
County of Bexar

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Witness my hand and seal, this 2<sup>nd</sup> day of March, 2012.

  
Notary Public  
My Commission Expires: 11/9/13





License No. \_\_\_\_\_

**RIDER**

To be attached to and form part of Bond No. 105700874

Issued on behalf of US Real Estate Limited Partnership, a Texas Limited Partnership as Principal, and in favor of "City of Moreno Valley, CA" as Obligee.

It is agreed that:

- 1. The Surety hereby gives its consent to change the Name:  
from: \_\_\_\_\_  
to: \_\_\_\_\_
- 2. The Surety hereby gives its consent to change the Address:  
from: \_\_\_\_\_  
to: \_\_\_\_\_
- 3. The Surety hereby gives its consent to change the Bond Number \_\_\_\_\_:  
from: 105700874  
to: 105700873

4. This rider shall become effective as of February 29, 2012

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this Rider shall not be cumulative.

Signed, sealed and dated March 7, 2012

Travelers Casualty & Surety Co. of America

By: Jennifer Lea Wingfield  
Jennifer Lea Wingfield Attorney-in-Fact

Accepted: \_\_\_\_\_  
Obligee

or US Real Estate Limited Partnership, a Texas Limited Partnership  
Principal

By: \_\_\_\_\_

By: "SEE ATTACHED SIGNATURE PAGE"

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224596

Certificate No. 004704467

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Brenda J. Ernst, Morresa Shepherd, Jennifer Lea Wingfield, Steven C. Barnett, and Shannon Carol

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

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Travelers Casualty and Surety Company
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State of Connecticut
City of Hartford ss.

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In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

**EXHIBIT "B"**  
**DIF IMPROVEMENTS**

**EXHIBIT "B"**

DATE: 10/13/2011

PREPARED BY: Duke Aghaian

PROJECT: **ENGINEER'S ESTIMATE FOR DIF**  
 P11-048 (PA08-0072)  
 STREET WORK

TYPE	QUANTITY UNIT	UNIT PRICE	TOTAL
Curb Only - 8"	2755 L.F.	25.00	68,875
Sawcut existing pavement	2755 S.F.	3.00	8,265
Remove and dispose existing pavement under median	19000 S.F.	3.00	57,000
Traffic Striping for left turn pocket	1 L.S.	1000	1,000
Traffic control	1 L.S.	5000	5,000
SUBTOTAL:			140,140

**DIF ENGINEERS COST ESTIMATE**

DATE: 10/13/2011

PREPARED BY: Duke Aghaian

PROJECT: P11-048 (PA08-0072)

**IMPROVEMENT TYPE:**

CACTUS AVENUE	:	\$140,140
TOTAL COST OF IMPROVEMENTS:		\$140,140
25% ENGINEERING:		\$35,035
10% PLANNING:		\$14,014
10% CONTINGENCY:		\$14,014
SUBTOTAL:		\$203,203
<b><u>GRAND TOTAL:</u></b>		\$203,203



*Haidook Aghaian* 10/19/11



**EXHIBIT "C" – DIF Credit Calculation Table**

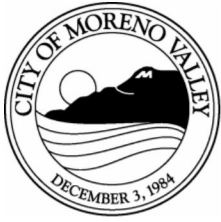
Item	Process for DIF Credit Calculation	Streets	Traffic Signals	Police	Fire	Libraries	Parks	Community / Rec Centers	Public Facilities*	Interchange Improvement	Electric Utility
1	Engineer's Estimate	\$203,203	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	Project costs as identified in DIF study	\$235,890	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	Actual DIF Obligation	\$669,671	\$101,418	\$21,956	\$30,321	\$0	\$0	\$0	\$48,095	\$101,941	\$0
3	Developer's Credit Amount** - Least of Lines 1 & 2 & 3	\$203,203	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

\*may include, but not be limited to, City Hall, Corporate Yard, Animal Shelter, and/or maintenance equipment.

\*\* credit amount shall not exceed obligation.

**EXHIBIT "C"**

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RFH</i>
CITY MANAGER	<i>msc</i>

## **Report to City Council**

---

**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** August 28, 2012

**TITLE:** P11-048, PA08-0072 - ACCEPT TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) IMPROVEMENT CREDIT / REIMBURSEMENT AGREEMENT #T12-001

NORTHWEST CORNER OF FREDERICK STREET AND CACTUS AVENUE

**DEVELOPER:** US REAL ESTATE LIMITED PARTNERSHIP  
9830 COLONNADE BOULEVARD, SUITE 600  
SAN ANTONIO, TX 78230

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Accept the Transportation Uniform Mitigation Fee (TUMF) Improvement Credit/Reimbursement Agreement for P11-048, PA08-0072 public improvements.
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.

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

Not applicable.

## **BACKGROUND**

The Transportation Uniform Mitigation Fee (TUMF) Program applies to those jurisdictions in Western Riverside County that have adopted and are implementing the TUMF Program Ordinance. The TUMF Program has been developed pursuant to and consistent with authority provided in the requirements of California Government Code, Chapter 5, Section 66000-66008, "Fees for Development Projects" (also known as California Assembly Bill 1600 [AB1600] or the Mitigation Fee Act) which governs the assessment of development impact fees in California. Pursuant to the City of Moreno Valley Municipal Code 3.44.070, the Western Riverside Council of Governments (WRCOG) has been appointed the Administrator of the Transportation Uniform Mitigation Fee Program.

Developers are required to pay TUMF to the City for projects that impact designated arterial streets. The TUMF Program funds may only be used for capital expenditures associated with the Regional System of Highways and Arterials (RSHA) and for capital expenditures for transit system improvements consistent with the TUMF Nexus Study. These purposes include expenditures for the planning, environmental review, engineering and design costs, right-of-way acquisition, and administrative costs. The TUMF Agreement will allow the developer to be credited and potentially reimbursed for the qualifying improvements.

The TUMF Agreement will allow the developer to be credited/refunded and potentially reimbursed for planning, environmental review, engineering and design costs, right-of-way acquisition, and administrative costs associated with RSHA roads that have been identified in the Nexus Study. In addition, the developer may seek reimbursement from WRCOG, when the developer is required to provide improvements beyond its immediate affect, such as building out the other side of a street. The developer's reimbursement is the lower of the TUMF Nexus Study amount or Verified Actual Construction Cost.

## **DISCUSSION**

On April 9, 2009, the Planning Commission of the City of Moreno Valley approved PA08-0072, a Plot Plan for a 522,774 square-foot industrial warehouse building on 26 acres.

On June 30, 2011, the Community Development Department of the City of Moreno Valley approved P11-048, an Amended Plot Plan for the above-mentioned industrial warehouse building. Amendments to the original Plot Plan approval included revision to the parking lot four corners of the building, removal of trash enclosures from inside truck courts, relocation of transformer and electrical room from truck court to the building's east elevation, elimination of landscaping from within the truck court, and the shifting of dock doors and stairs within truck courts.

City Council of the City of Moreno Valley executed the Agreement for Public Improvements and bonds as securities for public improvements in the amount of \$3,101,000 for Faithful Performance and \$1,550,500 for Material and Labor. The bonds were secured by Travelers Casualty & Surety Company of America.

The developer agrees to perform and complete all of the required public improvements in accordance with the TUMF Improvement Credit/Reimbursement Agreement and its exhibits. The public improvements covered under the TUMF Improvement Credit Agreement include expenditures for the planning, environmental review, engineering and design costs, right-of-way acquisition, and administrative costs for street segments identified in the Nexus Study. The developer's TUMF obligation to the City is \$480,014. The developer's credit is based on City of Moreno Valley Municipal Code 3.44.040. The initial credit is the lower of the Nexus Study amount (\$352,425) or the amount of the lowest responsible bid (\$820,585) up to the TUMF obligation. In this case, the initial credit is \$352,425. Reimbursement can be applied for after actual construction costs are verified. The reimbursement amount will be the difference between the lower of the TUMF Nexus Study amount or Verified Actual Construction Costs less the amount of the initial credit.

### **ALTERNATIVES**

1. Accept the Transportation Mitigation Fee Improvement Credit/Reimbursement Agreement (TUMF Agreement) for P11-048, PA08-0072. Authorize the Mayor to execute the Agreement in the form attached hereto. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation. **Staff recommends this alternative.**
2. Do not accept the Transportation Mitigation Fee Improvement Credit/Reimbursement Agreement (TUMF Agreement) for P11-048, PA08-0072. Do not authorize the Mayor to execute the Agreement in the form attached hereto. Do not direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation. **Staff does not recommend this alternative.**

### **FISCAL IMPACT**

No fiscal impact is anticipated.

### **CITY COUNCIL GOALS**

Not applicable.

### **NOTIFICATION**

Publication of the agenda.

**ATTACHMENTS**

**Attachment 1 – TUMF Improvement Credit/Reimbursement Agreement**

Prepared By  
 Clement Jimenez  
 Senior Engineer, P.E.

Department Head Approval  
 Barry Foster  
 Community & Economic Development Director

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

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

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**CITY OF MORENO VALLEY**

**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT NO. T12-001**

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Moreno Valley, California, a municipal corporation ("City"), and US Real Estate Limited Partnership a Texas limited partnership, by its general partner USAA Real Estate Company, a Delaware corporation, with its principal place of business at 9830 Colonnade Boulevard, Suite 600, San Antonio, Texas 78230 ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, Developer owns 26 acres of real property located within the City of Moreno Valley, California, identified as P11-048 (PA08-0072), which is more specifically described in the legal description set forth in Exhibit "A," attached hereto and incorporated herein by this reference ("Property");

**WHEREAS**, Developer has requested from City certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as a 522,772 square-foot industrial building and all related infrastructure associated with City project number P11-048 (PA08-0072) ("Project");

**WHEREAS**, the City of Moreno Valley is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency, comprised of the County of Riverside and 16 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee ("TUMF") Program;

**WHEREAS**, as part of the TUMF Program, the City of Moreno Valley has adopted "Transportation Uniform Mitigation Fee Nexus Study: 2009 Update" ("2009 Nexus Study");

**WHEREAS**, as a condition to City's approval of the Project, City has required Developer to construct certain street and transportation system improvement(s) of regional importance ("TUMF Improvements");

**WHEREAS**, pursuant to the TUMF Program, the City of Moreno Valley requires Developer to pay the TUMF which covers the Developer's fair share of the costs to deliver those TUMF Improvements that help mitigate the Project's traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the "TUMF Network"), generated by the Project and that are necessary to protect the safety, health, and welfare of persons that travel to and from the Project using the TUMF Network;

**WHEREAS**, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2009 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

**WHEREAS**, City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the City, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

**NOW, THEREFORE**, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

#### **TERMS**

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as which may include any of the following improvements, but not limited to, saw cutting and removal of existing pavement, roadway earthwork, pavement, base, asphalt concrete overlay, curb and gutter, removal of signs and asphalt concrete curb, traffic striping, traffic control, and drainage improvements and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by City, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of City and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by City. Approval by City shall not relieve Developer from ensuring that all TUMF



Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. In order to ensure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of City, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the Improvements, in conformance with the standard procedures and requirements of City with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with City's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which City may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Owner shall provide proof to City, at such intervals and in such form as City may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance with Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the TUMF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City approves and accepts them. City shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF

Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by City.

5.0 City/County Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 3115 and 3116 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to City such evidence or proof as City shall require that all persons, firms, and corporations supplying work, labor, materials, supplies, and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to City a title insurance policy or other security acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built, or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by City, and if they comply with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements, City shall be authorized to accept the TUMF Improvements. City may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code section 3093 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of City without any payment therefore. Notwithstanding the foregoing, City may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of City. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the TUMF Improvements and all other administrative costs expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or

violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and the TUMF Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

10.3 Other Remedies. No action by City pursuant to this Section 10.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by City after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by City. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than ten percent (10%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided

under this section may be released by written authorization of City after ninety (90) days from the date City accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the City, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless the City of Moreno Valley and the Moreno Valley Community Services District, and the Moreno Valley Housing Authority, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

### 13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractor(s) to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall

apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name the City of Moreno Valley, the Moreno Valley Community Services District, and the Moreno Valley Housing Authority, its elected officials, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives

all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to City.

13.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

#### 14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to City pursuant to City's Project PA08-0072 Conditions of Approval No. LD64a and City Municipal Code Section 3.44 as part of the TUMF Program is Four Hundred Eighty Thousand Fourteen and 45/100 Dollars (\$480,014.45) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the nexus study and fee schedule in effect for the City at the time the Developer submits a building permit application for TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until Certificate of Occupancy is obtained.

14.2 Limited Period of Adjustment. For those participating jurisdictions in WRCOG that have adopted the Addendum to the 2009 Nexus Study, the Developer may still qualify for a pro-rata adjustment of its Maximum TUMF Share if existing or future phases of the TUMF Improvement are completed under a different nexus study and the Developer pays the full TUMF Obligation required under the 2009 Nexus Study. A Developer may also request to pay the full TUMF Obligation under the 2009 Nexus Study if TUMF Improvements started under the Addendum will be completed under a different nexus study. To make either request, the Developer must submit its Amendment No. 1 to this Agreement ("Agreement") attached as Exhibit "G" before WRCOG adopts the following year's Construction Cost Index in February. If the Developer fails to submit an Amendment before February of the following year, the TUMF Obligation as would be otherwise calculated under the Addendum shall remain in effect.



14.3 Fee Adjustments. Notwithstanding the foregoing, the Developer agrees that this Agreement shall not estop City from adjusting the TUMF in accordance with the provisions of City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44. If Section 14.2 is not applicable, Developer agrees and acknowledges that Developer's final TUMF Obligation for the Project shall be calculated when the building permit application is submitted and in accordance with the provisions of City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44 in effect at such time.

14.4 Credit Offset against TUMF Obligation. Pursuant to City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44 and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by City to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.2 and 14.6 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvements in effect at the time of the contract award, as such assumptions are identified and determined in the 2009 Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions").

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as "Estimated Cost". At no time will the Credit exceed the Developer's TUMF Obligation. If the dollar amount of the Estimated Cost exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.5 of this Agreement. If the dollar amount of the Estimated Cost is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(1) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by City pursuant to this section.

(2) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by City pursuant to this section.

City shall provide Developer written notice of the determinations that City makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.5 Verified Cost of the Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by City, Developer shall submit to the City Public Works Director the information set forth in the attached Exhibit "C". The City Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement ("Verified Costs"). The City Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within ninety (90) calendar days of receipt of all the required information from Developer.

14.6 Reconciliation; Final Credit Offset against TUMF Obligation. The Developer is aware and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by City to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.4 of this Agreement ("Actual Credit"). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimate in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation ("TUMF Balance"), the City Public Works Director shall provide written notice to Developer of the amount of the TUMF Balance and Developer shall pay the TUMF Balance in accordance with City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44 to fully satisfy the TUMF Obligation (see Exhibit "F" - Example "A").

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.7 of this Agreement. City shall provide Developer written notice of the determinations that City makes pursuant to this section (see Exhibit "F" - Example "B").

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Cost, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by City from Developer for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The City Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and WRCOG shall refund the Developer in accordance with City Municipal Code Section 3.44 (see Exhibit "F" - Example C).

14.7 Reimbursement Agreement. If authorized under either Section 14.4 or Section 14.6, Developer may apply to City and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.4 of this Agreement, City Municipal Code Section 3.44, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement Agreement"). If City and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "D", and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with City in a form reasonably acceptable to City, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, City shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Moreno Valley  
Land Development  
Attn: City Engineer  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552-0805  
Fax No. 951.413.3158

To Developer: USAA Real Estate Company  
Attn: David Buck  
9830 Colonnade Boulevard, Suite 600  
San Antonio, TX 78230  
Fax No. (210) 641-8463

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

15.11 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.14 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.16 Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

**[SIGNATURES OF PARTIES ON NEXT PAGE]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:  
US Real Estate Limited Partnership,  
a Texas limited partnership

By: USAA Real Estate Company,  
a Delaware corporation  
Its: General Partner

By: Signature on following page  
David J. Buck  
Managing Director

ATTEST:  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

City of Moreno Valley  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

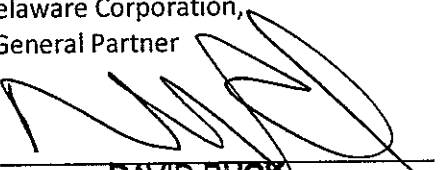
APPROVED AS TO FORM:  
CITY ATTORNEY  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
City Attorney

**NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.**

Developer Signature & Acknowledgement  
Improvement and Credit / Reimbursement Agreement No. T12-001  
Transportation Uniform Mitigation Fee Program  
Centerpointe Logistics Center

US Real Estate Limited Partnership,  
a Texas Limited Partnership


By: USAA Real Estate Company,  
a Delaware Corporation,  
Its General Partner

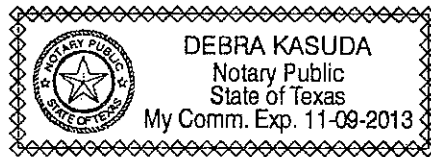
By:   
Name: DAVID BUCK  
Title: Managing Director

State of Texas  
County of Bexar

Before me, the undersigned notary public, personally appeared David J. Buck, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 24<sup>th</sup> day of April, 2012.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 11/9/2013



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

[ATTACHED BEHIND THIS PAGE]



## DESCRIPTION

THOSE PORTIONS OF LOT 1 IN BLOCK 15 AND OF LOT 4 IN BLOCK 14 OF ALESSANDRO TRACT, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 6, PAGES 13, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF THE UNNAMED 60.00 FEET WIDE STREET WITHIN SAID BLOCKS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4;  
THENCE EASTERLY ON THE NORTH LINE OF SAID LOT PROLONGED TO THE WEST LINE OF BLOCK 259 OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., MAP NO. 1, AS SHOWN BY MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE SOUTHERLY ON SAID WEST LINE TO THE NORTH LINE OF THE LAND DESCRIBED TO THE STATE OF CALIFORNIA BY FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED NOVEMBER 4, 1957 AS INSTRUMENT NO. 78851, IN BOOK 2172 PAGE 410 OFFICIAL RECORDS.  
THENCE WESTERLY ON LAST SAID NORTH LINE TO THE WEST LINE OF SAID LOT 4;  
THENCE NORTH ON SAID WEST LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN PARCEL MAP 17864 AS SHOWN BY MAP RECORDED IN BOOK 129, PAGES 79 THROUGH 82, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPT THAT PORTION LYING WITHIN PARCEL MAP 23586-1, AS SHOWN BY MAP RECORDED IN BOOK 177, PAGES 18 THROUGH 20, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN 297-150-055-2

NOTE: SAID LAND IS ALSO KNOWN AS ALL THAT PROPERTY LYING WITHIN THE BOUNDARIES OF TENTATIVE PARCEL MAP 34572.

**EXHIBIT "B"**

**FORMS FOR SECURITY**

[ATTACHED BEHIND THIS PAGE]

RECORDING REQUESTED BY:  
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY  
City Clerk  
P. O. Box 88005  
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

**AGREEMENT FOR PUBLIC IMPROVEMENTS  
FOR  
PROJECT NO. PA08-0072**

APN NO. 297-150-055

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and US Real Estate Limited Partnership, a Texas Limited Partnership, herein after called Developer, on the date the City signs this agreement.

**WITNESSETH:**

**FIRST:** Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as PA08-0072 agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within TWENTY-FOUR (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of THREE MILLION ONE HUNDRED ONE THOUSAND AND NO/100 Dollars (\*\*\*\$3,101,000.00\*\*\*). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of ONE MILLION FIVE HUNDRED FIFTY THOUSAND FIVE HUNDRED AND NO/100 Dollars (\*\*\*\$1,550,500.00\*\*\*). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

**SECOND:** Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

**THIRD:** City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

**FOURTH:** The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

**FIFTH:** Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

**SIXTH:** The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

**SEVENTH:** If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

**EIGHTH:** Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

**NINTH:** It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

**TENTH:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:


**City:**  
City Engineer  
P.O. Box 88005  
14177 Frederick  
Moreno Valley, CA 92552-0805


**Developer:**  
US Real Estate Limited Partnership,  
a Texas Limited Partnership  
9830 Colonnade Blvd., Suite 600  
San Antonio, TX 78230

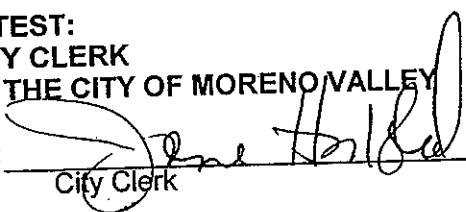
IN WITNESS WHEREOF Developer has affixed his name, address and seal.

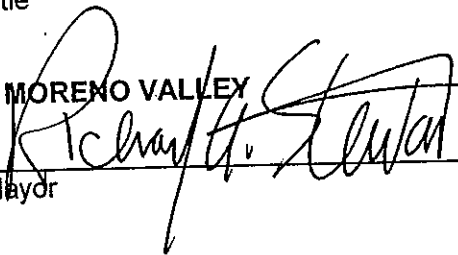
Date approved by the City: 3/21/12

US Real Estate Limited Partnership, a Texas Limited Partnership:

Developer  
BY:   
Signature  
DAVID BUCK  
Print/Type Name     Managing Director  
Title

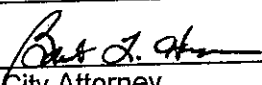
BY:   
Signature  
STANLEY R. ALTERMAN  
Print/Type Name     Executive Managing Director  
Title

ATTEST:  
CITY CLERK  
OF THE CITY OF MORENO VALLEY  
By:   
City Clerk

CITY OF MORENO VALLEY  
By:   
Mayor

(SEAL)

APPROVED AS TO FORM:  
CITY ATTORNEY

Date: 20 MAR 2012  
By:   
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY  
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 1 of 8

PROJECT: PA08-0072 0 PUBLIC PAVEMENT SECTIONS

DATE: 02/15/12  
PREPARED BY: Vince Giron

*VBG*  
*2/15/12*

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF	2993	C.Y.	29.00	86,797
Roadway Excavation				
A.B. Class II - Street 1	1	Thickness (ft.)		
Resource Wy	52476	S.F.	33.00	125,532
A.C. - Street 1	0.5	Thickness (ft.)		
Resource Wy	52476	S.F.	80.00	152,160
Roadway Excavation				
A.B. Class II - Street 2	0.67	Thickness (ft.)		
Frederick St	2110	S.F.	33.00	3,366
A.C. - Street 2	0.45	Thickness (ft.)		
Frederick St	2110	S.F.	80.00	5,440
Roadway Excavation				
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton	80.00
Roadway Excavation				
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton	80.00
Street Work - DIF	0	C.Y.	29.00	0
Roadway Excavation				
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 1	0	Thickness (ft.)		
	0	S.F.	0 Ton	80.00
Roadway Excavation				
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	0 Ton	80.00
Roadway Excavation				
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton	80.00
Roadway Excavation				
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton	80.00
Street Work - TUMF	4000	C.Y.	29.00	116,000
Roadway Excavation				
A.B. Class II - Street 1	1	Thickness (ft.)		
Cactus Ave	80360	S.F.	33.00	192,258
A.C. - Street 1	0.5	Thickness (ft.)		
Cactus Ave	80360	S.F.	80.00	233,040
Roadway Excavation				
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	0 Ton	80.00
Roadway Excavation				
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton	80.00
Roadway Excavation				
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton	80.00
			<b>SUBTOTAL:</b>	<b>915,318</b>

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 2 of 8

V/BG  
2/15/12

PROJECT: PA08-0072  
0 PUBLIC STREET WORK  
Concourse at Centerpointe

DATE: 02/15/12  
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Offsite Street Work</b>				
<b>Pavement</b>				
Grind & Pave 0.15' Frederick St & Resource Wy	33233	S.F.	3.25	108,007
A.C. Cap/Overlay Frederick St & Resource Wy	0	Ton	80.00	0
Grind & Pave 0.15' Cactus Ave	8310	S.F.	3.25	27,008
A.C. Cap/Overlay Cactus Ave	0	Ton	80.00	0
Slurry Seal (Based on \$150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	2600	L.F.	3.00	7,800
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
Curb Transition	140	L.F.	10.00	1,400
Curb Only - 8"	2576	L.F.	15.00	38,640
Adjust M.H. to Grade	21	EA	800.00	16,800
Adjust Water Valve to Grade	0	EA	400.00	0
Remove & Dispose Existing Pavement & Base	0	SF	3.00	0
Remove Existing Curb & Gutter Frederick St & Resource Wy	290	L.F.	12.00	3,480
Remove Existing Curb & Gutter Cactus Ave	84	L.F.	12.00	1,008
<b>Concrete</b>				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	0	L.F.	30.00	0
Curb and Gutter - 8" Frederick Ave and Resource Wy	25	L.F.	30.00	750
Curb and Gutter - 8" (TUMF Cactus Ave)	1147	L.F.	30.00	34,410
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8"	2576	L.F.	25.00	64,400
Curb Only - 6" (DIF Cactus Ave)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	12.00	0
A.C. Curb 6"	0	L.F.	15.00	0
A.C. Curb 8"	0	S.F.	10.25	0
Cross Gutter and Spandrel	0	S.F.	4.25	0
Sidewalk	6272	S.F.	7.00	43,904
Sidewalk Frederick St & Resource Wy	8466	S.F.	7.00	59,262
Sidewalk (DIF Cactus Ave)	0	S.F.	14.00	0
Median Stamped Concrete	6164	S.F.	6.50	40,066
Driveway Approach - 8" Cactus Ave	2352	S.F.	10.50	24,596
Driveway Approach - 8" Frederick St & Resource Wy	1	EA	2,600.00	2,600
Wheelchair Ramp Cactus Ave	0	S.F.	10.25	0
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	L.F.	100.00	0
Barricade	1	EA	15,000.00	15,000
Bus Bay Cactus Ave				
<b>Miscellaneous</b>				
Relocate Power Poles	0	EA	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA	30,000.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Remove sign	4	EA	200.00	800
Curb Pocket for Sewer Manhole	0	EA	5,000.00	0
Remove Existing Driveway Frederick St & Resource Wy	3964	SF	3.00	11,892
Remove Existing Driveway Cactus Ave	1136	SF	3.00	3,408
			<b>SUBTOTAL</b>	<b>505,331</b>
<b>Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/Inspected by LDD staff)</b>				
Traffic Striping/raised pavement markers	1	L.S.	-	7,890
Traffic Striping (DIF Street)	0	L.S.	-	0
Street Name Sign	0	EA	500.00	0
Stop Sign	0	EA	200.00	0
Signs and Posts	5	EA	200.00	1,000
Signs and Posts (DIF Street)	0	EA	200.00	0
Street Sweeping Sign	0	EA	200.00	0
Warning Markers - Type L, Type N	0	EA	100.00	0
Traffic Control	0	L.S.	10,000	0
Traffic Control (DIF Street Name)	0	L.S.	10,000	0
Traffic Signal PB-Adjust to Grade	9	EA	800.00	7,200
Metal Guard Rail	0	L.F.	90.00	0
Adjust Existing Traffic Controller	2	EA	1,500.00	3,000
			<b>SUBTOTAL:</b>	<b>19,090</b>
<b>Bondable Street Work Only (not plan checked)</b>				
Undergrounding of Utilities	0	L.F.	198.00	0
Cluster Mail Boxes	0	EA	4,500.00	0
Relocate Mailbox	0	EA	350.00	0
Relocate Cluster Mailbox	0	EA	1,200.00	0
Monuments - Cactus Ave	1	EA	300.00	300
Relocate Trees	0	EA	2,500.00	0
			<b>SUBTOTAL:</b>	<b>300</b>

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 3 of 8

VBG  
2/15/12

PROJECT: PA08-0072  
0  
Concourse at Centerpointe

PUBLIC STREET WORK (CONTINUED)

DATE: 02/15/12  
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Special Districts</b>				
Landscaping - Medians	11384	S.F.	6.00	68,304
Landscaping - Parkways	5325	S.F.	6.00	31,950
Street Lights (9500 lumen)	0	EA	5,000.00	0
Street Lights (22000 lumen)	7	EA	6,000.00	42,000
SPECIAL DISTRICTS SUBTOTAL:				142,254
<b>Moreno Valley Utilities</b>				
Electrical Utility Infrastructure	1	L.S.	136,000.00	136,000
MVU SUBTOTAL:				136,000
<b>Water Quality Basin</b>				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
WQB SUBTOTAL:				0
<b>Transportation Engineering</b>				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination)	0	EA	272,000.00	0
Traffic Signal Modification	1	L.S.	45,000	45,000
Traffic Signal Interconnect (Existing Signals Only) Frederick St	840	L.F.	30.00	25,200
Traffic Signal Interconnect (Existing Signals Only) Cactus Ave	1415	L.F.	30.00	42,450
TRANSPORTATION SUBTOTAL:				112,650



EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 4 of 8

PROJECT: PA08-0072  
0 PUBLIC STORM DRAIN SYSTEM  
Concourse at Centerpointe

DATE: 02/15/12  
PREPARED BY: Vince Giron

VBG  
2/15/12

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipe</b>				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	79	L.F.	160.00	12,640
24" Reinforced Concrete Pipe	209	L.F.	160.00	33,440
24" Reinforced Concrete Pipe (DIF Cactus Ave)	688	L.F.	180.00	123,840
30" Reinforced Concrete Pipe	370	L.F.	190.00	70,300
36" Reinforced Concrete Pipe	0	L.F.	200.00	0
39" Reinforced Concrete Pipe	47	L.F.	210.00	9,870
42" Reinforced Concrete Pipe	635	L.F.	250.00	158,750
48" Reinforced Concrete Pipe	85	L.F.	300.00	25,500
54" Reinforced Concrete Pipe	0	L.F.	350.00	0
60" Reinforced Concrete Pipe	0	L.F.	375.00	0
66" Reinforced Concrete Pipe	0	L.F.	414.00	0
72" Reinforced Concrete Pipe	0	L.F.	459.00	0
78" Reinforced Concrete Pipe	0	L.F.	505.00	0
84" Reinforced Concrete Pipe	0	L.F.	557.00	0
90" Reinforced Concrete Pipe	0	L.F.	613.00	0
96" Reinforced Concrete Pipe	0	L.F.	671.00	0
102" Reinforced Concrete Pipe	0	L.F.	724.00	0
108" Reinforced Concrete Pipe	0	L.F.	785.00	0
114" Reinforced Concrete Pipe	0	L.F.	45.00	0
12" HDPE	0	L.F.	50.00	0
18" HDPE	0	L.F.	55.00	0
24" HDPE	0	L.F.	60.00	0
30" HDPE	0	L.F.	70.00	0
36" HDPE	0	L.F.	80.00	0
42" HDPE	0	L.F.	90.00	0
48" HDPE	0	L.F.	125.00	0
54" HDPE	0	L.F.	140.00	0
60" HDPE	0	L.F.	25.00	0
4" PVC SCH. 40	0	L.F.	30.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	35.00	0
6" PVC SCH. 80	0	L.F.	40.00	0
8" PVC SCH. 40	0	L.F.	46.00	0
8" PVC SCH. 80	0	C.Y.	500.00	0
Reinforced Concrete Structure	0	C.Y.	1200.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1400.00	0
8' X 12' Reinforced Concrete Box	0	L.F.	840.00	0
3 - 72" Reinforced Concrete Pipe	0	L.F.	461.00	0
3 - 4' X 2' Reinforced Concrete Pipe	230	L.F.	20.00	4,600
Concrete Backfill				
<b>Manholes</b>				
Manhole No. 1	3	EA.	5000.00	15,000
Manhole No. 2	4	EA.	7200.00	28,800
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	2	EA.	10000.00	20,000
	0		0.00	0
<b>Catch Basins</b>				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (3.5')	3	EA.	5500.00	16,500
Catch Basin (7')	0	EA.	6000.00	0
Catch Basin (10')	2	EA.	8000.00	16,000
Catch Basin (14')	0	EA.	12500.00	0
Catch Basin (21')	3	EA.	535.00	1,605
Local Depressions	0	EA.	3100.00	0
Catch Basin (3.5') (DIF Street Name)	3	EA.	5500.00	16,500
Catch Basin (7') (DIF Cactus Ave)	0	EA.	6000.00	0
Catch Basin (10') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (14') (DIF Street Name)	1	EA.	16000.00	16,000
Catch Basin (28') (DIF Resource)	0	EA.	535.00	0
Local Depressions (DIF Street Name)	0	EA.	2500.00	0
24" X 24" Grate basin	0	EA.	2100.00	0
18" X 18" Grate Basin	0	EA.	3000.00	0
6" Wide Strip Basin	1	EA.	500.00	500
Remove Catch Basin	0	EA.	6000.00	0
Grated Catch Basin	0	EA.	5500.00	0
Headwall				

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 5 of 8

VBC  
2/15/12

PROJECT: PA08-0072

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

DATE: 02/15/12  
PREPARED BY: Vince Giron

0  
Concourse at Centerpointe

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Structures</b>				
Transition Structure	0	EA.	5500.00	0
Junction Structure	3	EA.	6500.00	19,500
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	1	EA.	3000.00	3,000
Headwall	2	EA.	5500.00	11,000
Removal of Headwall	2	EA.	3000.00	6,000
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	1	EA.	1000.00	1,000
<b>Drains</b>				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
<b>Miscellaneous</b>				
Rip Rap	50	TON	60.00	3,000
Remove Existing 42" Storm Drain	95	L.F.	10.00	950
Remove Existing 36" Storm Drain	85	L.F.	10.00	850
Special Pipe Connection	2	EA.	1000.00	2,000
Remove Existing AC Pavement	13054	L.F.	3.00	39,162
Sawcut	2354	L.F.	1.00	2,354
Remove Existing 30" RCP	9	L.F.	9.00	81
Relocate Existing Electrical Conduit	180	L.F.	50.00	9,000
Relocate Existing Gas Line	50	L.F.	150.00	7,500
Special Pipe Protection	2	EA.	0.00	1,250
Remove Existing Catch Basin	1	EA.	500	500
SUBTOTAL:				676,992

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 6 of 8

PROJECT: PA08-0072  
0 PUBLIC WATER SYSTEMS  
Concourse at Centerpointe

DATE: 02/15/12  
PREPARED BY: Vince Giron

VBG  
2/15/12

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipes - Water System</b>				
4" PVC C-900	0	L.F.	25.00	0
6" PVC C-900	0	L.F.	30.00	0
8" PVC C-900	0	L.F.	35.00	0
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	35	L.F.	60.00	2,100
16" CML&C	45	L.F.	90.00	4,050
20" CML&C	10	L.F.	95.00	950
24" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0	0
<b>Valves - Water System</b>				
4" Gate Valve	0	EA	715.00	0
6" Gate Valve	0	EA	830.00	0
8" Gate Valve	2	EA	1,340.00	2,680
10" Gate Valve	0	EA	1,500.00	0
12" Gate Valve	0	EA	2,300.00	0
16" Gate Valve	0	EA	6,270.00	0
18" Gate Valve	0	EA	14,300.00	0
4" Butterfly Valve	0	EA	330.00	0
6" Butterfly Valve	0	EA	520.00	0
8" Butterfly Valve	0	EA	990.00	0
10" Butterfly Valve	0	EA	1,200.00	0
12" Butterfly Valve	0	EA	1,800.00	0
16" Butterfly Valve	0	EA	2,700.00	0
18" Butterfly Valve	0	EA	2,800.00	0
20" Butterfly Valve	0	EA	4,200.00	0
24" Butterfly Valve	0	EA	5,200.00	0
1" Air Vac Release	0	EA	2,400.00	0
Relocate 2" Air Vac Release	1	EA	4,000.00	4,000
2" Backflow Preventor, Pad & Cover	2	EA	4,300.00	8,600
4" Blow Off	0	EA	3,500.00	0
6" Blow Off	0	EA	4,000.00	0
	0		0.00	0
<b>Fire Hydrants - Water System</b>				
6" Standard Fire Hydrants	0	EA	4,000.00	0
6" Super Fire Hydrants	4	EA	4,500.00	18,000
Relocate Fire Hydrants	2		0.00	0
<b>Services Connections</b>				
1" Service	1	EA	800.00	800
1" Service w/ 5/8" Service	0	EA	2,000.00	0
1 1/2" Service	1	EA	1,100.00	1,100
2" Service	2	EA	1,600.00	3,200
	0		0.00	0
<b>Fittings - Water System</b>				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		0.00	0
<b>Water Meters - Water System</b>				
5/8" Meter	0		230.00	0
1" Meter	1		320.00	320
1 1/2" Meter	0		420.00	0
2" Meter	3		525.00	1,575
Relocate Water Meter	2	EA	1,000.00	2,000
<b>Hot Tap Connections - Water System</b>				
6" Hot Tap	0	EA	1,750.00	0
8" Hot Tap	2	EA	2,200.00	4,400
12" Hot Tap	0	EA	3,150.00	0
Hot Tap Service Clamp	2	EA	1,000.00	2,000
Water Service	2	EA	330.00	660
	0		0.00	0
<b>Miscellaneous - Water System</b>				
Thrust Block	1	CY	150.00	150
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA	650.00	0
Adjust Water Meter Box to Grade	3	EA	235.00	705
Relocate 24" Water Line	55	L.F.	75.00	4,125
Remove 12" Water Line	20	L.F.	20.00	400
Relocate 12" Water Line	45	L.F.	50.00	2,250
Remove and Relocate Existing CTS	1	EA	2,500.00	2,500
<b>SUBTOTAL:</b>				<b>64,565</b>

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 7 of 8

VBG  
2/15/12

PROJECT: PA08-0072  
0 PUBLIC SEWER SYSTEMS  
Concourse at Centerpointe

DATE: 02/15/12  
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipes - Sewer System</b>				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	55	L.F.	40.00	2,200
8" V.C. Pipe	12	L.F.	55.00	660
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
			0.00	0
<b>Cleans Outs - Sewer System</b>				
Clean-outs	0	EA	730.00	0
Clean Out Lateral	0	EA	200.00	0
	0		0.00	0
<b>Manholes - Sewer System</b>				
Standard Manhole 48"	1	EA	3,140.00	3,140
Standard Manhole 48" Extra Depth	0	EA	3,500.00	0
Standard Manhole 60"	0	EA	4,500.00	0
Shallow Manhole	0	EA	3,300.00	0
Adjust Manhole to Grade	4	EA	630.00	2,520
Tie Into Existing Manhole	0	EA	2,100.00	0
Rechannel Existing Manhole	0	EA	1,500.00	0
Join Existing 8" Pipe	2	EA	1,500.00	3,000
Join Existing 12" Pipe	0	EA	2,000.00	0
Pavement around MH	0	S.F.	14.00	0
	0		0.00	0
<b>Miscellaneous - Sewer System</b>				
Wyes	1	EA	90.00	90
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			<b>SUBTOTAL:</b>	<b>11,610</b>

VBC  
2/15/12

EXHIBIT "A"  
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION  
BOND COMPUTATION SHEET

PROJECT: PA08-0072  
0  
Concourse at Centerpointe

DATE: 02/15/12  
PREPARED BY: Vince Giron

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$915,318
OFFSITE STREET WORK	:	\$505,331
SPECIAL DISTRICTS	:	\$142,254
MORENO VALLEY UTILITIES	:	\$136,000
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$112,650
STORM DRAIN SYSTEM	:	\$676,992
WATER SYSTEM	:	\$64,565
SEWER SYSTEM	:	\$11,610
TRAFFIC IMPROVEMENTS	:	\$19,090
BONDABLE WORK (not plan checked)	:	\$300
TOTAL COST (VALUE) OF IMPROVEMENTS:		\$2,584,110
+20% CONTINGENCY:		\$516,822
<u>GRAND TOTAL:</u>		\$3,100,932

BOND AMOUNT: \$3,101,000

FAITHFUL PERFORMANCE BOND

City of Moreno Valley  
County of Riverside  
State of California  
(Government Code Section 66499.1)

Public Improvements \$3,101,000.00

Project No. PA08-0072

Bond No. 105700873

Premium \_\_\_\_\_

Surety Travelers Casualty & Surety Co. of  
America

Principal US Real Estate Limited Partnership  
a Texas Limited Partnership

Address 1301 E. Collins Blvd., #340

Address 9830 Colonnade Blvd., Suite 600

City/Zip Richardson, TX 75081

City/Zip San Antonio, TX 78230

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and US Real Estate Limited Partnership, a Texas limited partnership, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to PA08-0072, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and Travelers Casualty & Surety Co. of America Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of THREE MILLION ONE HUNDRED ONE THOUSAND AND NO/100 Dollars (\*\*\*\$3,101,000.00\*\*\*), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

**RISK MANAGEMENT**  
Approved

M. Alonzo 3-6-12  
By Date

**FAITHFUL PERFORMANCE BOND (Page 2 of 2)**  
**PROJECT NO. PA08-0072**

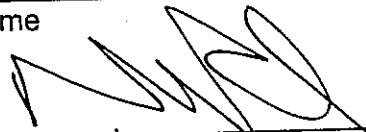
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on February 29, 2012.

NAME OF PRINCIPAL: US Real Estate Limited Partnership, a Texas limited partnership  
Company Name

AUTHORIZED SIGNATURE(S): By

  
Name Stanley R. Alterman *Managing Director*  
Name Stanley R. Alterman Title Executive Managing Director

NAME OF SURETY: A+(XV) CA Travelers Casualty & Surety Co. of America  
Company Name

AUTHORIZED SIGNATURE: Brenda J. Cant  
ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.  
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

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

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

**POWER OF ATTORNEY**

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224596

Certificate No. 004704466

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brenda J. Ernst, Morresa Shepherd, Jennifer Lea Wingfield, Steven C. Barnett, and Shannon Carol

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of January, 2012.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: George W. Thompson  
George W. Thompson, Senior Vice President

On this the 20th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2016.

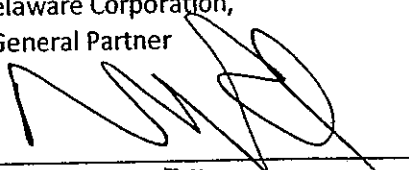


Marie C. Tetreault  
Marie C. Tetreault, Notary Public




US Real Estate Limited Partnership,  
a Texas Limited Partnership

By: USAA Real Estate Company,  
a Delaware Corporation,  
Its General Partner

By:   
Name: DAVID BUCK  
Title: Managing Director

US Real Estate Limited Partnership,  
a Texas Limited Partnership

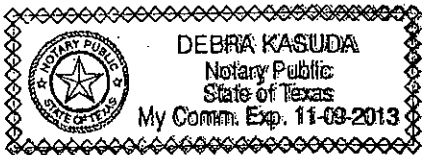
By: USAA Real Estate Company,  
a Delaware Corporation  
Its General Partner

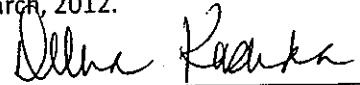
By:   
Name: STANLEY R. ALTERMAN  
Title: Executive Managing Director

State of Texas  
County of Bexar

Before me, the undersigned notary public, personally appeared David J. Buck, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1<sup>st</sup> day of March, 2012.

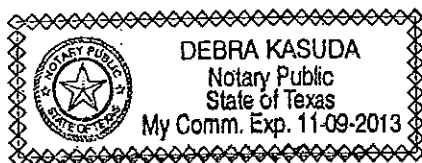



  
Notary Public  
My Commission Expires: 11/9/2013

State of Texas  
County of Bexar

Before me, the undersigned notary public, personally appeared Stanley R. Alterman, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Executive Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1<sup>st</sup> day of March, 2012.



  
Notary Public  
My Commission Expires: 11/9/2013

MATERIAL AND LABOR BOND

City of Moreno Valley  
County of Riverside  
State of California  
(Government Code Section 66499.2)

Public Improvements \$1,550,500.00  
Bond No. 105700874  
Surety Travelers Casualty & Surety Co. of  
AA(XS)CA  
/america  
Address 1301 E. Collins Blvd., #340  
City/Zip Richardson, TX 75081

Project No. PA08-0072  
Premium \_\_\_\_\_  
Principal US Real Estate Limited Partnership  
a Texas Limited Partnership  
Address 9830 Colonnade Blvd., Suite 600  
City/Zip San Antonio, TX 78230

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and US Real Estate Limited Partnership, a Texas limited partnership, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to PA08-0072, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of ONE MILLION FIVE HUNDRED FIFTY THOUSAND FIVE HUNDRED AND NO/100 Dollars (\*\*\*\$1,550,500.00\*\*\*) lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them, or their assigns, in any suit brought upon this bond.

RISK MANAGEMENT  
Approved

M. [Signature] 3-6-12  
By Date

**MATERIAL AND LABOR BOND (Page 2 of 2)**  
**PROJECT NO. PA08-0072**

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on February 29, 2012.

NAME OF PRINCIPAL: US Real Estate Limited Partnership, a Texas limited partnership  
Company Name

AUTHORIZED SIGNATURE(S): By: \_\_\_\_\_

Name

Name

*Managing Director*

STANLEY R. ALTERMAN

Executive Managing Director

Title

NAME OF SURETY:

A(xv) CA  
Travelers Casualty & Surety Co. of America  
Company Name

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

ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.  
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

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

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

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224596

Certificate No. 004704465

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brenda J. Ernst, Morresa Shepherd, Jennifer Lea Wingfield, Steven C. Barnett, and Shannon Carol

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of January, 2012

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
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State of Connecticut  
City of Hartford ss.

By: George W. Thompson  
George W. Thompson, Senior Vice President

On this the 20th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault  
Marie C. Tetreault, Notary Public


US Real Estate Limited Partnership,  
a Texas Limited Partnership

By: USAA Real Estate Company,  
a Delaware Corporation,  
Its General Partner

By:   
Name: DAVID BUCK  
Title: Managing Director

US Real Estate Limited Partnership,  
a Texas Limited Partnership

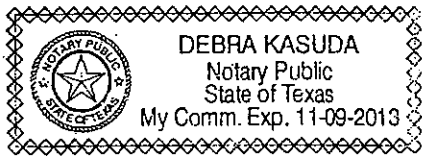
By: USAA Real Estate Company,  
a Delaware Corporation  
Its General Partner


By:   
Name: STANLEY R. ALTERMAN  
Title: Executive Managing Director

State of Texas  
County of Bexar

Before me, the undersigned notary public, personally appeared David J. Buck, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1st day of March, 2012.

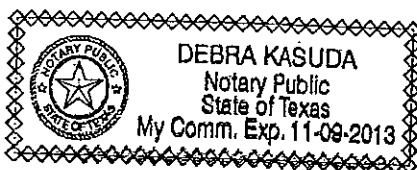


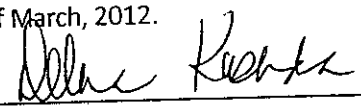
  
Notary Public  
My Commission Expires: 11/9/2013

State of Texas  
County of Bexar

Before me, the undersigned notary public, personally appeared Stanley R. Alterman, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Executive Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 1st day of March, 2012.



  
Notary Public  
My Commission Expires: 11/9/2013



March 13, 2012

Sent Via FedEx

Liz Plazola  
CEDD/Land Development  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552-0805

Re: PA08-0072 – Agreement for Public Improvements – M&L Bond

Dear Ms. Plazola:

Enclosed you will find one original of the Rider to the Material and Labor Bond previously submitted to you in connection with the above referenced project. The Bond was intended to be issued under the same Bond Number as the Performance Bond. The enclosed Rider simply amends the Bond to reflect the corrected Bond Number.

Should you have any questions or require any further information, please do not hesitate contacting me direct at (210) 641-8484.

Sincerely,

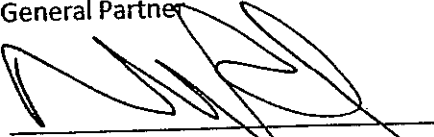
A handwritten signature in black ink, appearing to read "D. Buck".

David J. Buck  
Managing Director

Cc: Steve Ames, USAA Real Estate Company  
Tony Byron, USAA Real Estate Company  
Timur Tecimer, Overton Moore Properties  
Denise Woodard, LSA Associates


US Real Estate Limited Partnership,  
a Texas Limited Partnership

By: USAA Real Estate Company,  
a Delaware Corporation,  
Its General Partner

By:   
Name: DAVID BUCK  
Title: Managing Director

US Real Estate Limited Partnership,  
a Texas Limited Partnership

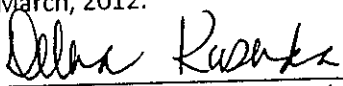
By: USAA Real Estate Company,  
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Its General Partner

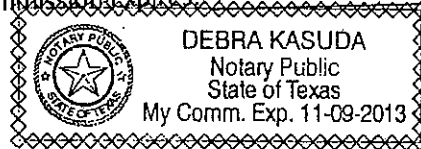
By:   
Name: STANLEY R. ALTERMAN  
Title: Executive Managing Director

State of Texas  
County of Bexar

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Witness my hand and seal, this 2<sup>nd</sup> day of March, 2012.


  
Notary Public  
My Commission Expires: 11/9/13

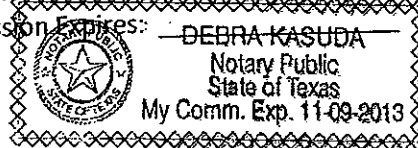


State of Texas  
County of Bexar

Before me, the undersigned notary public, personally appeared Stanley R. Alterman, the within named signatory, with whom I am personally acquainted, and who upon oath acknowledged such person to be the Executive Managing Director of USAA REAL ESTATE COMPANY, who is the general partner of US REAL ESTATE LIMITED PARTNERSHIP, and is authorized by the company to execute this agreement on behalf of the company.

Witness my hand and seal, this 12<sup>th</sup> day of March, 2012.

  
Notary Public  
My Commission Expires: 11/9/13



## RIDER

To be attached to and form part of Bond No. 105700874Issued on behalf of US Real Estate Limited Partnership, a Texas Limited Partnership as Principal, and in favor of  
"City of Moreno Valley, CA" as Obligee.

It is agreed that:

1. The Surety hereby gives its consent to change the Name:

from: \_\_\_\_\_

to: \_\_\_\_\_

2. The Surety hereby gives its consent to change the Address:

from: \_\_\_\_\_

to: \_\_\_\_\_

3. The Surety hereby gives its consent to change the Bond Number:

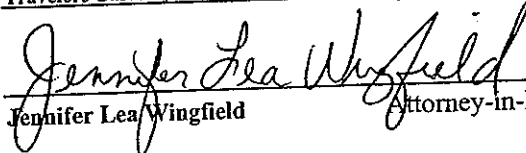
from: 105700874to: 105700873

4. This rider shall become effective as of February 29, 2012

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this Rider shall not be cumulative.

Signed, sealed and dated March 7, 2012Travelers Casualty & Surety Co. of America

By: \_\_\_\_\_

  
Jennifer Lea Wingfield Attorney-in-FactAccepted: \_\_\_\_\_  
ObligeeOR US Real Estate Limited Partnership, a Texas Limited Partnership  
Principal

By: \_\_\_\_\_

By: "SEE ATTACHED SIGNATURE PAGE"





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224596

Certificate No. 004704467

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of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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Fidelity and Guaranty Insurance Company
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State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

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In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

## EXHIBIT "C"

### DOCUMENTATION TO BE PROVIDED TO CITY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist City in determining the Construction Costs for a completed TUMF Improvement, Developer shall provide the following documents to City:

1. Plans, specifications and Developer's civil engineer's cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and
9. Such further documentation as may be reasonably required by City to evidence the completion of construction and the payment of each item of cost and invoice.

**EXHIBIT "D"**  
**REIMBURSEMENT AGREEMENT**  
**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

**NUMBER T12-001**

**THIS REIMBURSEMENT AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Moreno Valley, a California municipal corporation ("City"), and US Real Estate Limited Partnership a Texas limited partnership, by its general partner USAA Real Estate Company, a Delaware corporation, with its principal place of business at 9830 Colonnade Boulevard, Suite 600, San Antonio, Texas 78230 ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties."

**RECITALS**

WHEREAS, City and Developer are parties to an agreement dated \_\_\_\_\_, 20\_\_, entitled "Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.4 of the Credit Agreement provide that Developer is obligated to pay City the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and City accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to City and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, City and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44, and the TUMF Administrative Plan adopted by WRCOG.

**NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:**

### TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, City Resolution No. 2010-01 in accordance with City Ordinance No. 807 and City Ordinance No. 835 and City Municipal Code Section 3.44, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement"). The Reimbursement shall be subject to verification by WRCOG. City and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding \_\_\_\_\_ (\$ \_\_\_\_\_) ("Reimbursement Amount"). WRCOG shall pay the Reimbursement Amount to City and the City shall be responsible for transmitting the Reimbursement Agreement to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.4, 14.5, and 14.6 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Agreement shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by City in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through City.

6.0 Affirmation of Credit Agreement. City and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit

Agreement, except by this Agreement. City and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. City and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.7, and Sections 15.0 through 15.17.

**[SIGNATURES OF PARTIES ON NEXT PAGE]**

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.**

DEVELOPER:  
US Real Estate Limited Partnership,  
a Texas limited partnership

By: USAA Real Estate Company,  
a Delaware corporation  
Its: General Partner

By: \_\_\_\_\_  
David J. Buck  
Managing Director

ATTEST:  
By: \_\_\_\_\_

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

City of Moreno Valley

By: \_\_\_\_\_

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

ATTEST:  
By: \_\_\_\_\_

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

APPROVED AS TO FORM:  
CITY ATTORNEY

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

By: \_\_\_\_\_  
City Attorney

## EXHIBIT "E"

### TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:
  - a. Prepare a separate bid package for the TUMF Improvements.
  - b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
  - c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the City/County.
  - d. The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the City's/County's requirements and guidelines.
  - e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.
2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between City/County and Developer ("Agreement"), Developer shall provide the City/County and WRCOG with the following:
  - a. Copies of all information listed under Item 1 above.
  - b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the City/County and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.
3. Prior to the City's/County's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.3 and 14.4 of the Agreement, and the following conditions shall also be satisfied:
  - a. Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.
  - b. Developer shall have satisfied the City's/County's inspection punch list.
  - c. After final inspection and approval of the completed TUMF Improvements, the City/County shall have provided the Developer a final inspection release letter.
  - d. City/County shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.
  - e. Developer shall have provided City/County a copy of the As-Built plans for the TUMF Improvements.
  - f. Developer shall have provided City/County copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.
  - g. Developer shall have submitted a documentation package to the City/County to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:
    - i. Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.
    - ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.
    - iii. Invoices from all vendors and service providers.
    - iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.
    - v. Final lien releases from each contractor and vendor (unconditional waiver and release).

- vi. Certified contract workers payroll for City/County verification of compliance with prevailing wages.
- vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details.



## EXHIBIT "F"

### RECONCILIATION EXAMPLES

All examples are based on a single family residential development project of 200 dwelling units:  
200 SF dwelling units @ \$6,650 / dwelling unit = \$1,330,000 in fees (TUMF Obligation)

#### Example A: "TUMF BALANCE"

<b>CREDIT</b>	
TUMF Obligation:	\$1,330,000
Estimated Cost: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less	<u>\$1,500,000</u>
Potential Reimbursement:	(\$170,000)

<b>RECONCILIATION</b>	
TUMF Obligation:	\$1,330,000
Actual Credit:	<u>\$1,200,000</u>
TUMF Balance (Payment to TUMF):	<b>\$130,000</b>

#### Example B: "REIMBURSEMENT"

<b>CREDIT</b>	
TUMF Obligation:	\$1,330,000
Estimated Cost: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less	<u>\$1,500,000</u>
Potential Reimbursement:	(\$170,000)

<b>RECONCILIATION</b>	
TUMF Obligation:	\$1,330,000
Actual Credit:	<u>\$1,500,000</u>
Reimbursement Agreement with Developer (Based on Priority Ranking):	<b>(\$170,000)</b>

#### Example C: "TUMF OVERPAYMENT"

<b>CREDIT</b>	
TUMF Obligation:	\$1,330,000
Estimated Cost: Bid (\$1,200,000) or unit Cost Assumption (\$1,500,000) whichever is less	<u>\$1,200,000</u>
Remaining TUMF Obligation:	\$130,000
Prorated Fee: \$130,000 / 200 du =	\$650 / du

<b>RECONCILIATION</b>	
Actual Credit:	\$1,300,000
TUMF payments from Developer (\$650 per unit x 200 units)	<u>\$130,000</u>
Actual Credit plus TUMF Payment	\$1,430,000

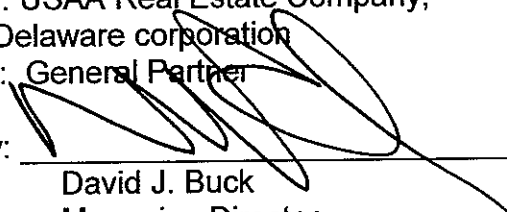
TUMF Obligation:	\$1,330,000
Actual Credit plus TUMF Payment	<u>\$1,430,000</u>
TUMF Overpayment (Refund to Developer):	<b>(\$100,000)</b>

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

US Real Estate Limited Partnership,  
a Texas limited partnership

By: USAA Real Estate Company,  
a Delaware corporation  
Its: General Partner

By:   
David J. Buck  
Managing Director

ATTEST:  
By: Steve A. Waters

Its: Secretary

City of Moreno Valley

By: \_\_\_\_\_

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

ATTEST:  
By: \_\_\_\_\_

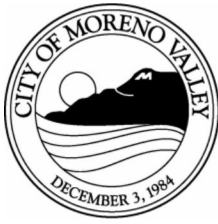
Its: \_\_\_\_\_

APPROVED AS TO FORM:  
CITY ATTORNEY

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

By: \_\_\_\_\_  
City Attorney

**NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.**



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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer and Barry Foster, Community & Economic Development Director

**AGENDA DATE:** August 28, 2012

**TITLE:** PM 35150 – INDUSTRIAL – ACCEPT THE SUBSTITUTION AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS  
NORTHWEST CORNER OF INDIAN STREET AND NANDINA AVENUE

**DEVELOPER:** FR/CAL MORENO VALLEY, LLC  
114 PACIFICA, SUITE 220  
IRVINE, CA 92618

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Accept the substitution of Agreement for Public Improvements and Security for PM 35150.
2. Authorize the Mayor to execute the Agreement contingent upon the cash security being placed into the escrow account.
3. Direct the City Clerk to forward the signed agreement to the County Recorder's Office for recordation.
4. Authorize the City Engineer to exonerate the Faithful Performance Bond and Material and Labor Bond previously submitted by FR/CAL Moreno Valley, LLC, upon acceptance of the substitution agreement and bonds.

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

### **BACKGROUND**

On July 12, 2007, the Planning Commission of the City of Moreno Valley approved the Conditions of Approval and Mitigation Monitoring Program for Tentative Parcel Map 35150. This industrial project is located on approximately 53.27 acres of land located at the southwest corner of Indian Street and San Michele Road.

On July 8, 2008, The City Council of the City of Moreno Valley approved Final Map 35150 and accepted the Public Improvement Agreement and security. The developer was required to construct all public street improvements that included, but are not limited to, asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain, sewer and water. The Agreement for Public Improvements required the developer to provide security for the appropriate improvements. Tract 35150 provided a Faithful Performance Bond in the amount of \$7,721,000 and a Material and Labor Bond in the amount of \$3,860,500 issued by Travelers Casualty and Surety Company of America.

### **DISCUSSION**

Staff is requesting the City Engineer be authorized to exonerate the Faithful Performance Bond and Material and Labor Bond previously submitted by the developer upon acceptance of the substitution agreement and cash security.

The Developer has submitted the substitute Agreement for Public Improvements and cash security for City Council approval. The developer has agreed to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. If the required street improvements are not completed within said timeframe, the City Engineer is authorized to execute any future amendments to the agreement, subject to City Attorney approval.

Accompanying the agreement is a Faithful Performance cash security in the amount of \$7,721,000 and a Material and Labor cash security in the amount of 3,860,500. The cash security shall be placed in an escrow account with First American Title Insurance Company and will allow for disbursement of funds in accordance with the details in the Agreement for Public Improvements. Given the present economy, the cash security and the use of an escrow account seem appropriate and are consistent with the conditions of approval for the project.

### **FISCAL IMPACT**

No fiscal impact is anticipated.

**NOTIFICATION**

Publication of agenda

**EXHIBITS**

- Exhibit "A" - Vicinity Map
- Exhibit "B" - Agreement for Public Improvements
- Exhibit "C" - Faithful Performance Security
- Exhibit "D" - Material and Labor Security

Prepared By  
Liz Plazola  
Sr. Administrative Assistant

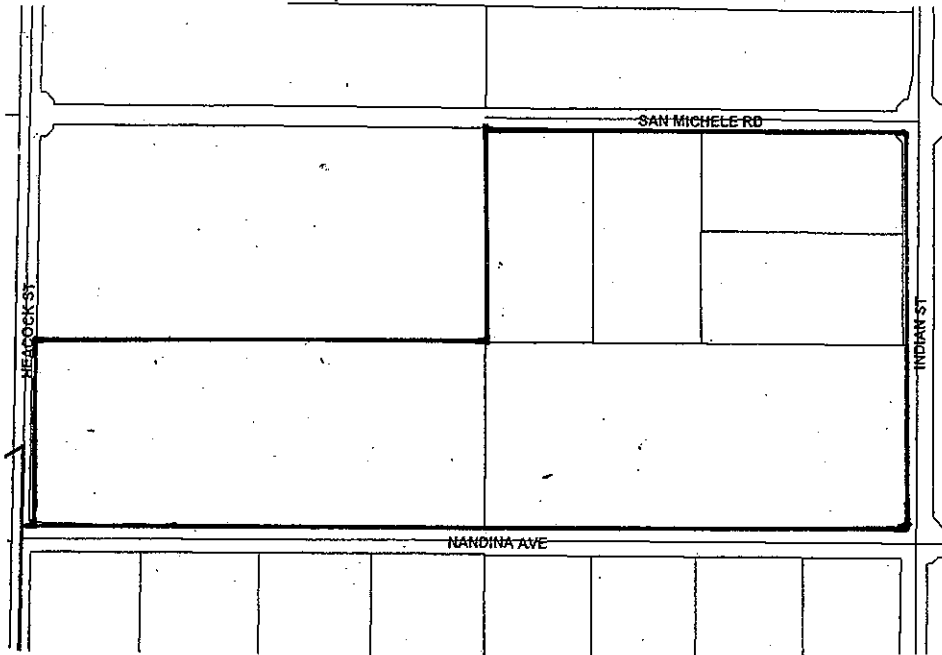
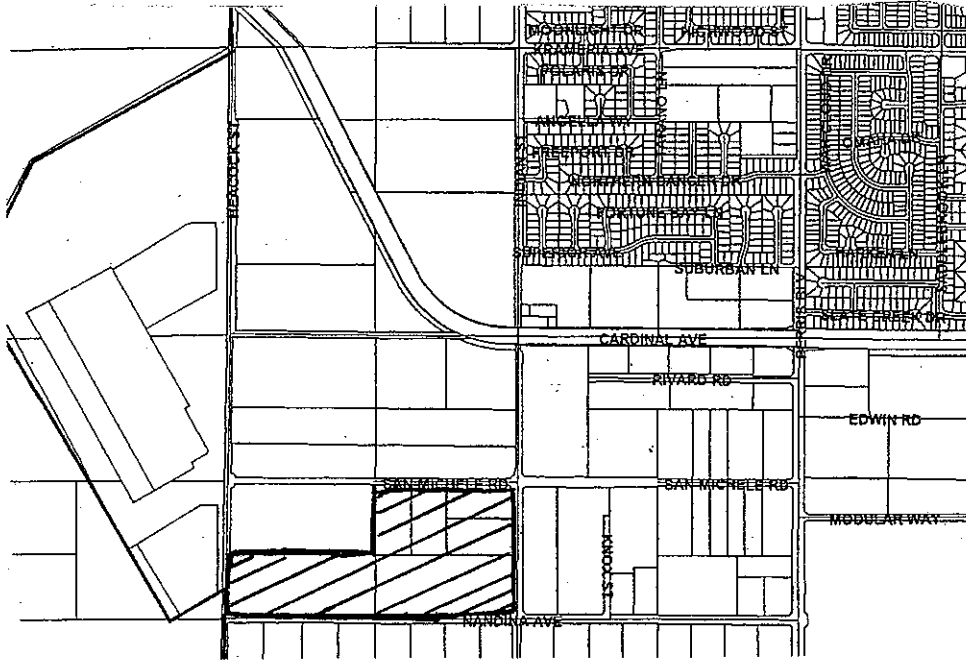
Department Head Approval  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer

Concurred By  
Mark W. Sambito  
Engineering Division Manager

Concurred By  
Barry Foster  
Community and Economic Development Director

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

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CITY OF MORENO VALLEY  
PUBLIC WORKS - LAND DEVELOPMENT

PARCEL MAP 35150  
VICINITY MAP

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RECORDING REQUESTED BY:  
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY  
City Clerk  
P. O. Box 88005  
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

**AGREEMENT FOR PUBLIC IMPROVEMENTS  
PROJECT NO. PM 35150**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **FR/CAL Moreno Valley, LLC**, herein after called Developer, on the date the City signs this agreement.

**WITNESSETH:**

**FIRST:** Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PM 35150** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **SEVEN MILLION SEVEN HUNDRED TWENTY ONE THOUSAND AND NO/100** Dollars (**\*\*\*\$7,721,000.00\*\*\***). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **THREE MILLION EIGHT HUNDRED SIXTY THOUSAND FIVE HUNDRED AND NO/100** Dollars (**\*\*\*\$3,860,500.00\*\*\***). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

**SECOND:** Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any security guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

**THIRD:** City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance

**FOURTH:** The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the Improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

**FIFTH:** Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the Improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the security in escrow securing performance of this Agreement.

**SIXTH:** The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

**SEVENTH:** Developer agrees prior to the date this Agreement is executed, to deposit into two separate escrow accounts United States currency for 1) the estimated cost of the work and improvements, totaling \$7,721,000, for the faithful performance of the terms and conditions of this Agreement (First American Title Insurance Company Escrow Number: *NCS-548497-LA2-MN*), and 2) the estimated cost of labor and materials, in the amount of \$3,860,500, for the payment of labor and materials (First American Title Insurance Company Escrow Number: *NCS-548498-LA2-MN*) as prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. The escrow accounts shall be established at First American Title Insurance Company, 777 S. Figueroa St., Suite 400, Los Angeles, CA 90017, Attn: Maurice Neri Senior Escrow Officer. Developer agrees to maintain said escrow account(s) with good and sufficient funds or increase the amounts of said escrow account(s), or both, within ten (10) days after being notified by the City Engineer that the amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required Improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said escrow account(s). Developer reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at any time during the term of this agreement, subject to approval of the City Engineer and City Attorney. As determined by the City Engineer, the project may receive incremental reductions to the security ensuring the construction of the associated public improvements as measured by the dollar value of said improvements as set forth in the Engineer's Preliminary Estimate of Cost and associated unit costs (Exhibit A) and upon written request by the Developer for a partial reduction of the security, the escrow officer shall be instructed by the City Engineer in writing to release an amount in the escrow account to Developer provided that all such work has been reviewed, verified, inspected and approved by the City Engineer, Land Development engineering staff and applicable City inspectors. The remaining percentage of the escrow account securing the estimated cost of labor and materials shall be released to the Developer no sooner than 90 days after acceptance of the improvements by the City. After one hundred percent (100%) completion of the public improvements and formal acceptance of the improvements by the City Council, ten percent of the original escrow deposit for the faithful performance shall be retained in the escrow account until expiration of the twelve (12) month warranty period pursuant to Government Code Section 66499 to secure required warranty work.

**EIGHTH:** If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute any of the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. Whereupon, the City Engineer shall unilaterally have the ability to withdraw from escrow all funds necessary to correct the violation(s). The escrow officer shall be instructed in writing by the City Engineer to release the necessary funds without any consent from the Developer. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

**NINTH:** It is further agreed by and between the parties hereto, including the escrow company securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the security or securities. Developer further agrees to maintain the aforesaid securities in full force and effect during the terms of this Agreement, including any extensions of time as may

**TENTH:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**ELEVENTH:** Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

**City:**  
City Engineer  
P.O. Box 88005  
14177 Frederick  
Moreno Valley, CA 92552-0805


**Developer:**  
FR/CAL Moreno Valley, LLC  
~~114 Pacifica, Suite 220~~  
~~Irvine, CA 92618~~  
40 LOS REAL ESTATE GROUP  
515 So. Figueroa St. Ste 1600  
Los Angeles, CA 90071


**Escrow:**  
First American Title Insurance  
Company  
777 S. Figueroa St. Suite 400  
Los Angeles, CA 90017

IN WITNESS WHEREOF Contractor has affixed his name, address and seal.

Date approved by the City: \_\_\_\_\_

**FR/CAL Moreno Valley, LLC:**

Developer  
BY:   
Signature  
William G. Williams III  
Print/Type Name  
Investment Director-Asset Management  
Title

BY:   
Signature  
Mark Billeci  
Print/Type Name  
Managing Director - Portfolio Management  
Title

**ATTEST:**  
**CITY CLERK**  
**OF THE CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
City Clerk

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
Mayor

(SEAL)

**APPROVED AS TO FORM:**  
**CITY ATTORNEY**

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

By: \_\_\_\_\_  
City Attorney

**NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT OTHERWISE.**

SIGNATURES OF CONTRACTOR MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY  
ORIGINAL - CITY CLERK; PINK - CONTRACTOR; GREEN - PUBLIC WORKS/LAND DEVELOPMENT; BLUE - PROJECT FILE

[2<sup>nd</sup> AMENDMENT]  
AGREEMENT FOR PUBLIC IMPROVEMENTS  
FOR PM35150


Continuation of "White" Signature Page:

**FR/CAL MORENO VALLEY, LLC**  
a Delaware limited liability company

By: **FirstCal Industrial, LLC**  
A Delaware limited liability company  
Its: Sole Member

By: **California State Teachers Retirement System**  
a public entity, its manager

By: **Principal Real Estate Investors, LLC**  
a Delaware limited liability company  
Its: Authorized Agent

By:   
\_\_\_\_\_  
William G. Williams III  
Investment Director – Asset Management

**FR/CAL MORENO VALLEY, LLC**  
a Delaware limited liability company

By: **FirstCal Industrial, LLC**  
A Delaware limited liability company  
Its: Sole Member

By: **California State Teachers Retirement System**  
a public entity, its manager

By: **Principal Real Estate Investors, LLC**  
a Delaware limited liability company  
Its: Authorized Agent

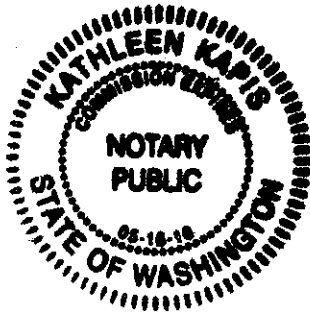
By:   
\_\_\_\_\_  
Mark Billeci  
Managing Director – Portfolio Management

STATE OF WASHINGTON )

COUNTY OF KING )

I certify that I know or have satisfactory evidence that on this 25<sup>th</sup> day of July 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William G. Williams III, known to me to be the Investment Director-Asset Management of Principal Real Estate Investors, LLC, a Delaware limited liability company, which limited liability company is the Advisor to the California State Teachers' Retirement System, a public entity formed pursuant to the laws of the State of California, which public entity is the manager of FirstCal Industrial, LLC, a Delaware limited liability company, which limited liability company is the sole member of FR/CAL MORENO VALLEY, LLC, a Delaware limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged that he was authorized to sign the same on behalf of such limited liability company as the free and voluntary act and deed of said limited liability company for the purpose therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



*Kathleen Kapis*

Signature  
Kathleen Kapis  
Print Name

NOTARY PUBLIC in and for the State of Washington, residing at Everett, WA 98208  
My commission expires 5/16/16

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Placer }

On July 24, 2012 before me, Sandra D. Walters, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Mark Billeci  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/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 Sandra D. Walters  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: 2<sup>nd</sup> Amendment - Agreement for Public Improvements for PM35150  
 Document Date: N/A Number of Pages: 12 (w/exhibits)

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**


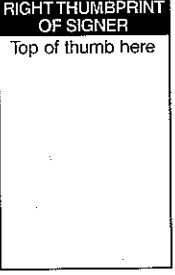
Signer's Name: <u>Mark Billeci</u> <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporate Officer — Title(s): <u>Managing Director</u> <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____	RIGHT THUMBPRINT OF SIGNER Top of thumb here 	Signer's Name: _____ <input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer — Title(s): _____ <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____	RIGHT THUMBPRINT OF SIGNER Top of thumb here 
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EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 2 of 8

PROJECT: PM35150

OFFSITE STREET WORK

DATE: 04/15/08  
PREPARED BY: Mike Schuman

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Offsite Street Work</b>				
<b>Pavement</b>				
Grind & Pave 0.15'	0	S.F.	3.25	0
A.C. Cap	0	Ton	90.00	0
A.C. Overlay	954	Ton	90.00	85,860
Slurry Seal (Based on \$150/Ton Type II)	51934	S.Y.	2.25	116,852
Sawcut & Join Exist. AC Pavement	11611	L.F.	1.50	17,417
Sawcut & Join Exist. Conc Pavement	1611	L.F.	1.50	2,417
Utility Trench	0	L.F.	17.00	0
Backfill Trench with Slurry Concrete	44	C.Y.	100.00	4,400
Trench Repaving	0	S.F.	12.00	0
Redwood Header	5376	L.F.	6.00	32,256
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
	0			0
<b>Concrete</b>				
P.C.C. Paving - 6"	27562	S.F.	14.00	385,868
P.C.C. Paving - 8"	0	S.F.	16.00	0
P.C.C. Removal	27562	S.F.	5.00	137,810
Curb and Gutter - 6"	0	L.F.		0
Curb and Gutter - 8"	4770	L.F.	25.00	119,250
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	25.00	0
Curb Only - 6"	0	L.F.	18.00	0
Curb Only - 8"	0	L.F.	20.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	20.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	20.00	0
Cross Gutter and Spandrel	0	S.F.	15.00	0
Sidewalk	26282	S.F.	7.00	183,834
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Driveway Approach - 6"	0	S.F.	14.00	0
Driveway Approach - 8"	15223	S.F.	16.00	243,568
Wheelchair Ramp	7	EA.	1,200.00	8,400
Alley Approach - 8"	0	S.F.	16.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Barricade	0	L.F.	100.00	0
Remove Curb & Gutter / Sidewalk	3846	S.F.	2.00	7,692
AC Removal	202050	S.F.	1.00	202,050
			<b>SUBTOTAL:</b>	<b>1,547,673</b>

M. J.



EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 3 of 8

PROJECT: PM35150

DATE: 04/15/08  
PREPARED BY: Mike Schuman

OFFSITE STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>Enterprise Services Administration</i>				
Landscaping	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	4,000.00	0
Street Lights (22000 lumen)	30	EA.	5,000.00	150,000
Electrical Utility Infrastructure	1	L.S.	563,229.00	563,229
Electrical Utility Line Extension	0	L.F.	135.00	0
Water Quality Basins	0	S.F.	6.00	0
	0			0
			ESA SUBTOTAL:	713,229
<i>Transportation Engineering</i>				
Traffic Signal (Interconnect, Controller, Software, Initial Coordination)	1	L.S.	307,400.00	307,400
Traffic Signal Interconnect (Existing Signals Only)	1	L.S.	140,000.00	140,000
Traffic Striping/raised pavement markers	0	L.S.	--	0
Traffic Striping (DIF Street Name)	0	L.S.	--	0
Street Name Sign	0	EA.	500.00	0
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street Name)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	4	EA.	100.00	400
Traffic Control	0	L.S.	--	0
Traffic Control (DIF Street Name)	0	L.S.	--	0
Relocate Guard Rail	69	L.F.	35	2,415
	0		--	0
			SUBTOTAL:	450,215
<i>Miscellaneous</i>				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	16	EA.	30,000.00	480,000
Cluster Mail Boxes	0	EA.	4,500.00	0
Erosion Control	0	AC	FILL IN	0
Bus Bay	0	EA.	20,000.00	0
Monuments	0	EA.	100.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Relocate Trees	0	EA.	2,500.00	0
			SUBTOTAL:	480,000

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 4 of 8

PROJECT: PM35150

DATE: 04/15/08  
PREPARED BY: Mike Schuman

OFFSITE STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>Pipe</i>				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	755	L.F.	160.00	120,800
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	668	L.F.	180.00	120,240
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
	0		---	0
<i>Manholes</i>				
Manhole No. 1	4	EA.	5000.00	20,000
Manhole No. 2	0	EA.	5500.00	0
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	1	EA.	7000.00	7,000
	0		---	0
<i>Catch Basins</i>				
Catch Basin (3.5')	2	EA.	3100.00	6,200
Catch Basin (7')	5	EA.	5500.00	27,500
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	7	EA.	535.00	3,745
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	S.F.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	1	EA.	5000.00	5,000
Grated Catch Basin	0	EA.	6000.00	0
	0		---	0

M.S.

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 5 of 8

PROJECT: PM35150

DATE: 04/15/08  
PREPARED BY: Mike Schuman

OFFSITE STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Structures</b>				
Transition Structure	0	EA.	5500.00	0
Junction Structure	7	EA.	6000.00	42,000
Type IX Inlet Structure	3	EA.	2500.00	7,500
Inlet Structure (drop)	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	2	EA.	3000.00	6,000
Headwall	0	EA.	5500.00	0
<b>Drains</b>				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		---	0
<b>Miscellaneous</b>				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
	0		---	0
SUBTOTAL:				365,985

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 6 of 8

PROJECT: PM35150

DATE: 04/15/08  
PREPARED BY: Mike Schuman

OFFSITE WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipes - Water System</b>				
4" PVC C-900	0		30.00	0
6" PVC C-900	0		40.00	0
8" PVC C-900	0		50.00	0
10" PVC C-900	0		55.00	0
12" PVC C-900	0		60.00	0
16" PVC C-900	0		90.00	0
18" PVC C-900	0		135.00	0
20" PVC C-900	0		180.00	0
	0	L.F.		0
<b>Valves - Water System</b>				
4" Gate Valve	0	EA.	600.00	0
6" Gate Valve	0	EA.	800.00	0
8" Gate Valve	0	EA.	1,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
12" Gate Valve	0	EA.	2,000.00	0
16" Gate Valve	0	EA.	5,000.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	800.00	0
10" Butterfly Valve	0	EA.	1,000.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,000.00	0
2" Air Vac Release	0	EA.	3,000.00	0
4" Blow Off	0	EA.	2,000.00	0
6" Blow Off	0	EA.	2,500.00	0
	0			0
<b>Fire Hydrants - Water System</b>				
6" Standard Fire Hydrants	14	EA.	2,800.00	39,200
6" Super Fire Hydrants	4	EA.	3,000.00	12,000
	0			0
<b>Services Connections</b>				
1" Service	0	EA.	500.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0			0
<b>Fittings - Water System</b>				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0			0
<b>Water Meters - Water System</b>				
5/8" Meter	0		200.00	0
1" Meter	0		270.00	0
1 1/2" Meter	0		360.00	0
2" Meter	0		455.00	0
	0			0
<b>Hot Tap Connections - Water System</b>				
8" Hot Tap	0	EA.	2,800.00	0
Water Service	0	EA.	330.00	0
	0			0
<b>Miscellaneous - Water System</b>				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
	0			0
SUBTOTAL:				51,200

*ms*



EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 8 of 8

CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION  
BOND COMPUTATION SHEET

PROJECT: PM35150

DATE: 04/15/08  
PREPARED BY: Mike Schuman

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK :	\$2,821,060
STREET WORK :	\$2,027,673
STORM DRAIN SYSTEM :	\$365,985
WATER SYSTEM :	\$51,200
SEWER SYSTEM :	\$4,000
ENTERPRISE SERVICES ADMIN :	\$713,229
TRANSPORTATION ENGNRNG :	\$450,215
	<hr/>
- TOTAL COST (VALUE) OF IMPROVEMENTS:	\$6,433,361
+20% CONTINGENCY:	\$1,286,672
	<hr/>
<u>GRAND TOTAL:</u>	\$7,720,033

BOND AMOUNT:

\$7,721,000

*M.S.*



**First American Title Insurance Company**  
National Commercial Services  
777 South Figueroa Street, Suite 400, Los Angeles, CA 90017  
Ph. 213-271-1700

Maurice Neri  
Senior Escrow Officer  
[Mneri@firstam.com](mailto:Mneri@firstam.com)

Date: June 25, 2012

ESCROW NO:NCS-548497-LA2-MN (Holding \$7,721,000.00)

First American Title Insurance Company is hereby handed by the undersigned parties, that certain copy of document entitled Agreement for Public Improvements Project No. PM 35150 dated July 8, 2008, as amended by a First and Second Amendment as it relates to "Faithful Performance" by Developer executed by and between City of Moreno Valley, ("City") and FR/CAL Moreno Valley, LLC, ("Developer").

First American Title Insurance Company is hereby requested to accept the "Agreement for Public Improvements Project No. PM 35150" as it relates to the "Faithful Performance" aspect as its escrow instructions and to act as escrow agent for the parties in accordance with the terms and conditions contained in said document.

Each of the parties to escrow specifically acknowledges that the consummation of this escrow is contingent upon compliance with some or all of the executory terms and provisions of this "Agreement", and that the parties to this "Agreement" are and shall be the sole persons entitled to and authorized to determine whether all of said executory terms and provisions due to be performed prior to the close of escrow have been met or complied with prior to such close. Accordingly, the parties hereby agree that prior to the scheduled close of escrow they shall each deposit with Escrow Holder a **written** instruction or acknowledgement specifying that all the executory terms and provisions of this "Agreement", insofar as the same pertain to each said party respectively and any obligation of escrow holder relative thereto, have been fully met or complied with, or are waived.

Further, each said party shall specifically release Escrow Holder from all liability, if any, which it may have in connection with this escrow because of any party's failure to meet or comply with any such executory term or provision of this "Agreement", prior to close of escrow. Deposit of written instruction or acknowledgement with Escrow Holder shall constitute each said party's specific authorization to close this escrow.

City of Moreno Valley

FR/CAL Moreno Valley, LLC

By: \_\_\_\_\_

By:



  


Exhibit "C"

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**First American Title Insurance Company**  
National Commercial Services  
777 South Figueroa Street, Suite 400, Los Angeles, CA 90017  
Ph. 213-271-1700

Maurice Neri  
Senior Escrow Officer  
[Mneri@firstam.com](mailto:Mneri@firstam.com)

Date: June 25, 2012

ESCROW NO: NCS-548498-LA2-MN (Holding \$3,860,500.00)

First American Title Insurance Company is hereby handed by the undersigned parties, that certain copy of document entitled Agreement for Public Improvements Project No. PM 35150 dated July 8, 2008, as amended by a First and Second Amendment as it relates to "Labor & Materials" to be furnished by Developer executed by and between City of Moreno Valley, ("City") and FR/CAL Moreno Valley, LLC, ("Developer").

First American Title Insurance Company is hereby requested to accept the "Agreement for Public Improvements Project No. PM 35150" as it relates to the "Security for Labor and Materials" aspect as its escrow instructions and to act as escrow agent for the parties in accordance with the terms and conditions contained in said document.

Each of the parties to escrow specifically acknowledges that the consummation of this escrow is contingent upon compliance with some or all of the executory terms and provisions of this "Agreement", and that the parties to this "Agreement" are and shall be the sole persons entitled to and authorized to determine whether all of said executory terms and provisions due to be performed prior to the close of escrow have been met or complied with prior to such close. Accordingly, the parties hereby agree that prior to the scheduled close of escrow they shall each deposit with Escrow Holder a **written** instruction or acknowledgement specifying that all the executory terms and provisions of this "Agreement", insofar as the same pertain to each said party respectively and any obligation of escrow holder relative thereto, have been fully met or complied with, or are waived.

Further, each said party shall specifically release Escrow Holder from all liability, if any, which it may have in connection with this escrow because of any party's failure to meet or comply with any such executory term or provision of this "Agreement", prior to close of escrow. Deposit of written instruction or acknowledgement with Escrow Holder shall constitute each said party's specific authorization to close this escrow.

City of Moreno Valley

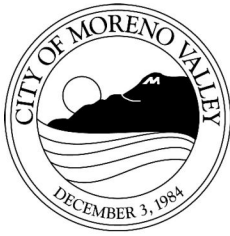
By: \_\_\_\_\_

FR/CAL Moreno Valley, LLC

By:   


Exhibit "D"

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

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## Report to City Council

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**TO:** Mayor and Members of the City Council

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

**AGENDA DATE:** August 28, 2012

**TITLE:** ADOPTION OF A RESOLUTION OPPOSING SAN DIEGO COUNTY WATER AUTHORITY'S COST-SHIFT

---

### **RECOMMENDED ACTION**

Staff recommends that the Mayor and City Council adopt Resolution No. 2012-69 opposing San Diego County Water Authority's Cost-Shift.

### **BACKGROUND**

In June 2010 San Diego County Water Authority (SDCWA) filed a lawsuit against Metropolitan Water District of Southern California (MWD) challenging the allocation of costs between the supply and transportation components of MWD's rate structure. According to MWD, SDCWA is seeking to pay less than their fair share of transportation costs for water that they purchase from the Imperial Irrigation District and which is then transferred through MWD's system. SDCWA purchases this water from the Imperial Irrigation District under a 75-year agreement. If successful, SDCWA's lawsuit would shift \$3 billion in costs over the life of the agreement from SDCWA ratepayers to the ratepayers of Eastern Municipal Water District (EMWD) and the other MWD member agencies.

### **DISCUSSION**

MWD and EMWD believe the lawsuit is motivated by SDCWA's attempts to mitigate the financial impact of their decisions by shifting costs to the other MWD member agencies. As evidence of this, EMWD points to a Los Angeles Economic Development Corporation report commissioned by MWD member agencies which indicated that SDCWA is paying significantly more for water purchased from Imperial Irrigation District than it would have paid to MWD for the same amount of water. Additionally, the report indicated that SDCWA's overall investment in water infrastructure, combined with

declining water sales, will accelerate water rate increases in San Diego County. An information handout prepared by EMWD and Western Municipal Water District is attached (Attachment C).

SDCWA asserts that MWD, their largest supplier, improperly overcharges for the transportation of water and uses that money to subsidize the cost of MWD water. They believe this to be in violation of state law and standard water utility practice. The Water Authority also believes that MWD's approved rate structure will cause significant financial harm to the San Diego region, estimating that San Diego County will lose up to \$40 million in 2012 through MWD's "overcharges." An information handout prepared by SDCWA is attached (Attachment D).

On June 6, 2012, the Board of Directors for EMWD adopted a resolution opposing SDCWA's proposed cost-shift to MWD. The Western Riverside Council of Governments also adopted a resolution opposing SDCWA's lawsuit on June 22. EMWD has requested (see Attachment C) that the City adopt a similar resolution and Mayor Stewart directed staff to place this item on the agenda for consideration.

### **ALTERNATIVES**

1. Adopt Resolution No. 2012-69 opposing San Diego County Water Authority's cost-shift. **Staff recommends this alternative.**
2. Not adopt Resolution No. 2012-69 opposing San Diego County Water Authority's cost-shift. **Staff does not recommend this alternative.**

### **FISCAL IMPACT**

If SDCWA's lawsuit against MWD is successful, EMWD's increased cost of imported water would be borne by the ratepayers within EMWD's service area. This includes all ratepayers in the City of Moreno Valley, with the exception of those served by Box Springs Mutual Water Company. As a customer of EMWD, the City's water costs would therefore increase.

### **CITY COUNCIL GOALS**

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

### **ATTACHMENTS/EXHIBITS**

Attachment A:	Resolution No. 2012-69
Attachment B:	Letter from EMWD Requesting the Proposed Resolution
Attachment C:	Information Handout Prepared by EMWD and WMWD
Attachment D:	Information Handout Prepared by SDCWA

Prepared By:  
Michelle Dawson  
Assistant 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:

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RESOLUTION NO. 2012-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, OPPOSING SAN DIEGO COUNTY WATER AUTHORITY'S COST-SHIFT

WHEREAS, the City of Moreno Valley and the majority of its residents and businesses are customers of Eastern Municipal Water District (EMWD); and

WHEREAS, the City joins EMWD in supporting a regional cooperative approach to water supply reliability coupled with an open and transparent rate setting process, as has been demonstrated by the Metropolitan Water District of Southern California (MWD), whereby the rates are adopted by a vote of the MWD Board of Directors, representing every region within MWD's service area; and

WHEREAS, San Diego County Water Authority (SDCWA) filed a lawsuit in June 2010 challenging MWD's water rates and charges and claiming that SDCWA is over-charged, despite their own declaration that they pay 25 percent of MWD's revenue and receive 25 percent of the water supply; and

WHEREAS, EMWD and Western Municipal Water District (WMWD), both of which are WRCOG member agencies along with the City of Moreno Valley, have joined a lawsuit to support MWD's rate structure and protect their rate payers; and

WHEREAS, an outside report from the Los Angeles Economic Development Corporation has found that SDCWA investments in water independence and declining water sales are significantly impacting water rates to SDCWA rate payers; and

WHEREAS, the City supports efforts by water agencies in Western Riverside County to establish local investments that increase regional water supply reliability such as those undertaken by SDCWA, to the extent those costs are not borne disproportionately by ratepayers outside of their local service area; and

WHEREAS, SDCWA has launched a negative public relations campaign associated with their lawsuit to divert attention from their water supply decisions and the increasing opposition to the \$3 billion cost-shift that would be forced on MWD Member Agencies and their ratepayers in Riverside, San Bernardino, Orange, Los Angeles and Ventura Counties if SDCWA is successful; and

WHEREAS, if there is legislation introduced that threatens MWD as a regional water supplier the City would oppose such legislative activity; and

WHEREAS, EMWD and WMWD have expressed a responsibility to protect their customer agencies, residents, businesses and communities in Western Riverside County from this unfair and unjust cost-shift that provides no new water supplies or benefits.

Resolution No. 2012-69  
Date Adopted: August 28, 2012

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

That the City of Moreno Valley strongly opposes the SDCWA lawsuit against MWD and resolves to support MWD's efforts to protect its customer agencies and their ratepayers from this unfair cost shift which would dramatically increase water rates with no additional benefits.

APPROVED AND ADOPTED this 28<sup>th</sup> day of August, 2012.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. 2012-69  
Date Adopted: August 28, 2012



**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. 2012-69 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28<sup>th</sup> day of August, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2012-69  
Date Adopted: August 28, 2012

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July 3, 2012

*Board of Directors*

*President and  
Treasurer*

Joseph J. Kuebler, CPA

*Vice President*

Philip E. Paule

Ronald W. Sullivan

Randy A. Record

David J. Slawson

*General Manager*

Paul D. Jones II, P.E.

*Director of the  
Metropolitan Water  
District of So. Calif.*

Randy A. Record

*Board Secretary and  
Assistant to the General  
Manager*

Rosemarie V. Howard

*Legal Counsel*

Redwine and Sherrill

City of Moreno Valley  
PO Box 88005  
Moreno Valley CA 92552

Attention: Mr. Henry Garcia

**SUBJECT: Request to Adopt a Resolution Opposing San Diego County Water Authority's Proposed Cost-Shift to Metropolitan Water District's Member Agencies, impacting local water ratepayers**

On June 6, 2012, Eastern Municipal Water District's (EMWD) Board of Directors adopted a resolution opposing San Diego County Water Authority's (SDCWA) proposed cost-shift to the Metropolitan Water District of Southern California (MWD), and by extension, most water ratepayers in Southern California. On behalf of the EMWD Board and local water ratepayers, I strongly urge your agency to weigh in on this issue by adopting a similar resolution.

On June 2010, SDCWA filed a lawsuit against The Metropolitan Water District of Southern California, challenging the allocation of costs between the supply and transportation components of MWD's rate structure. SDCWA seeks to pay less than their fair share of transportation costs for water transferred through MWD's system that SDCWA purchases under a 75 year agreement with the Imperial Irrigation District (IID). If successful, SDCWA's lawsuit would shift \$3 billion in costs over the life of the IID transfer from SDCWA ratepayers to the ratepayers of Eastern Municipal Water District (EMWD) and the other MWD Member Agencies.

A Los Angeles Economic Development Corporation report commissioned by seven MWD Member Agencies and released April 24, 2012, found that SDCWA is paying significantly more for water purchased from Imperial Irrigation District (IID), than it would have paid for the same amount of water from MWD. The report also found that SDCWA's overall investment in water infrastructure to reduce dependence on MWD, combined with declining water sales will accelerate water rate increases in San Diego County. In short, the report confirms what EMWD believes is SDCWA's motivation behind the lawsuit and associated negative public opinion campaign it is waging against MWD and MWD Member Agencies: that SDCWA is attempting to mitigate the financial impact of its water reliability decisions by shifting costs to the other MWD Member Agencies.

Mr. Henry Garcia  
Page 2  
July 3, 2012

If successful, the cumulative impact on EMWD's purchases of MWD supply from SDCWA's unjustified cost-shift would be over \$180 million over the term of the IID transfer. The SDCWA Board recently adopted a policy to distribute the "net refund proceeds" from the lawsuit (the collective cost-shift to other Member Agencies) – minus their legal expenses – to their member agencies should they win the lawsuit. The proceeds would be allocated to their member agencies in proportion to each agency's share of water purchases from SDCWA. EMWD staff believes that the EMWD Board would be forced to consider a similar scenario. EMWD's increased cost of imported water from MWD resulting from the lawsuit would have to be borne by the ratepayers within our service area in some proportional manner. EMWD has an obligation to protect our partnering agencies and ratepayers from this inappropriate expense. I respectfully request you consider taking action, similar to the EMWD resolution (attached), opposing the SDCWA lawsuit against MWD and the resultant cost-shift to local water ratepayers.

If you would like for us to present this topic to your elected officials or provide a staff report, electronic files, and/or other supporting materials, please contact Melanie Nieman, EMWD Director of Interagency Relations, at (951) 928-3777 x4383 or niemanm@emwd.org. She will follow-up with you next week to offer assistance.  
We appreciate your support.

Sincerely,



Paul D. Jones, II, P.E.  
General Manager

PDJ:mn

Attachment

Cc: Michelle Dawson



## San Diego County Water Authority/Metropolitan Water District Rate Challenge and its Impact on MWD Member Agencies

San Diego County Water Authority (San Diego) has filed a lawsuit (San Diego County Water Authority vs. Metropolitan Water District of Southern California, et al.) and is pursuing several strategies to shift costs to MWD’s other member agencies. If successful, SDCWA’s action would affect MWD’s remaining 25 member agencies financially, and by extension, most water ratepayers in Southern California.

### MWD’s current rate structure and the crux of the lawsuit

- MWD’s board adopted rate structure has been in place since 2003. MWD’s 37 board members, including those from San Diego, annually review and approve MWD’s cost allocation.
- To promote fairness, MWD charges member agencies uniformly for all water supplies transported throughout its system - including San Diego’s water transfers from Imperial Irrigation District.
- The crux of the lawsuit seeks to shift San Diego’s share of transportation costs to the remaining member agencies.
- MWD’s annual water purchases from 2000 through 2009 indicate that San Diego bought 25 percent of MWD’s water and provided 25 percent of MWD’s revenues.
- Despite this equitable and appropriate proportion, San Diego contests the “fairness” of MWD’s cost recovery methods.

### San Diego’s multipronged effort to shift costs: litigation, legislation, and media campaign

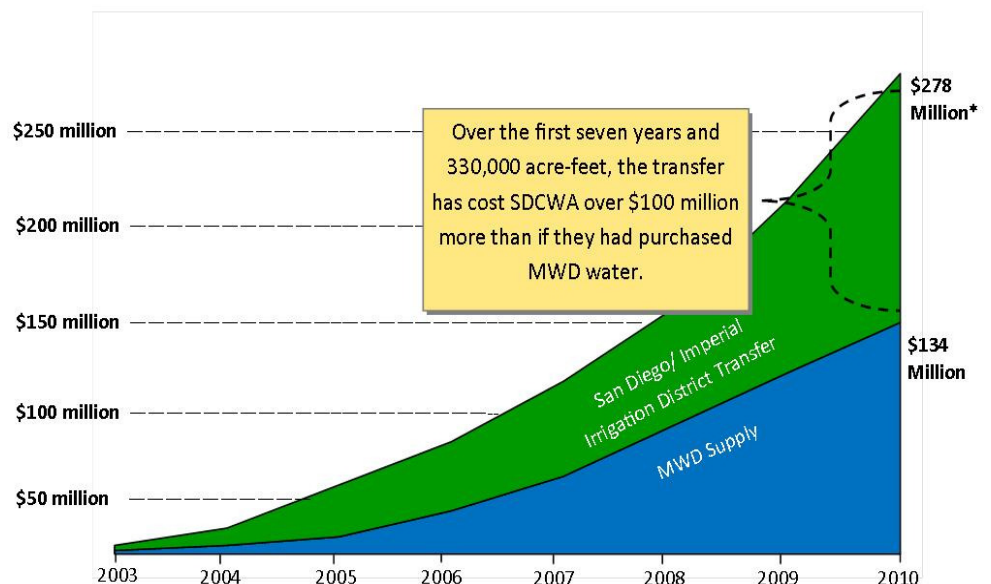
- The most recent litigation that challenges MWD’s rate structure was filed by San Diego in 2010; a 1998 San Diego lawsuit opposing MWD’s transportation rates failed.
- San Diego is pursuing a general strategy of harassing litigation against MWD and the current lawsuit is fourth against MWD in the past 12 years.
- The current lawsuit is complemented by a public outreach campaign to mislead and influence public opinion against MWD and incorrectly depict San Diego as “victim” that is being forced to pay higher rates.
- San Diego has also made unwarranted attacks on MWD’s financial viability, has publicly questioned MWD’s ability to support future critical water supply investments, and has begun groundwork for a legislative attack in Sacramento.

### Why would San Diego take such extra ordinary measures?

- San Diego has come to realize their water purchase agreement with Imperial Irrigation District is over-priced.
- For the first seven years of the arrangement, San Diego transferred 330,000 acre-feet and spent greater than \$200 million more than if they had purchased the water from MWD. This negative cost deficit will continue to rapidly accumulate and if unaddressed, will likely raise serious questions locally about San Diego’s water supply decisions.

### Why is SDCWA taking such extraordinary measures?

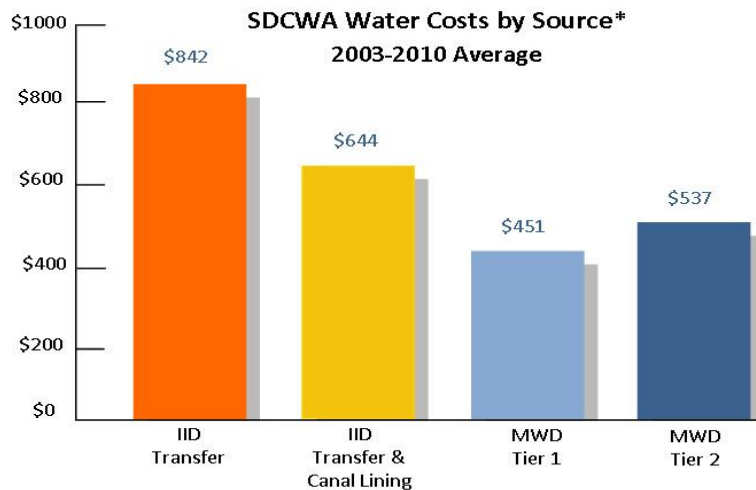
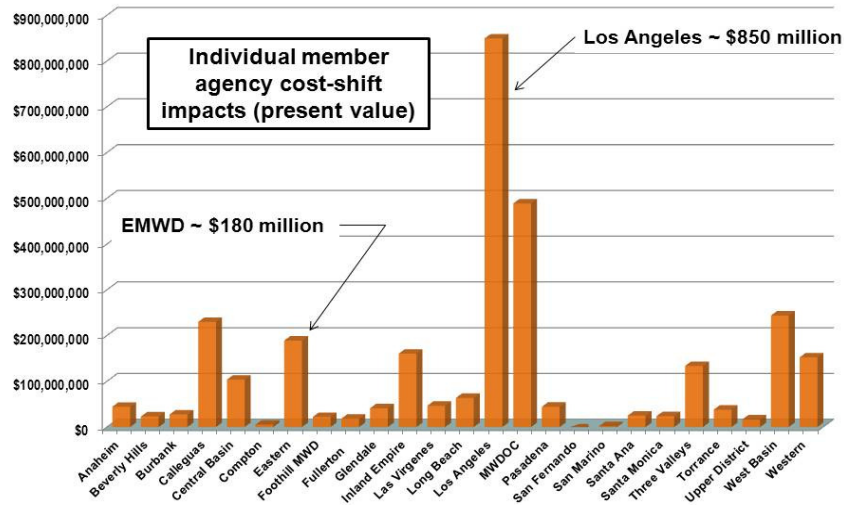
Their transfer water has turned out to be very expensive!



**Who pays if San Diego wins?**

- If San Diego wins, water ratepayers in Los Angeles, Orange, Ventura, Riverside and San Bernardino lose.
- The cumulative costs shifted to other agencies’ ratepayers over the 75-year life of the transfer would be a staggering \$3 billion.
- The impact to Eastern Municipal Water District’s customers can be over \$180 million.

**Cumulative Cost-shift is \$3 billion over the life of the transfer (75 years) if SDCWA is successful**



**San Diego continues to misrepresent facts as a means to its ends**

- San Diego’s claim that they are disadvantaged by being “at the end of the pipeline” is deliberate misrepresentation - MWD’s system and rate structure is set-up and operated to serve all member agencies equally.
- In fact, San Diego actually enjoys better emergency storage protection due to their proximity to MWD’s and southern California’s largest storage reservoir, Diamond Valley Lake.
- The claim by the San Diego County Water Authority that it is MWD’s largest customer and pays more is also intentionally misleading. A more accurate comparison is on a County-by-County basis which shows both Los Angeles and Orange Counties making greater contributions than San Diego both in terms of water sales and taxes paid.

**Contact Information**

Eastern Municipal Water District  
 2270 Trumble Road  
 Perris, CA 92572  
 Tel: 951-928-3777  
[www.emwd.org](http://www.emwd.org)  
 Paul D. Jones II, P.E. – General Manager

Western Municipal Water District  
 14205 Meridian Parkway  
 Riverside, CA 92518  
 Tel: 951-571-7100  
[www.wmwd.com](http://www.wmwd.com)  
 John Rossi – General Manager

# Water Authority Fighting for Lawful Water Rates at MWD

Illegal Water Rates Cost San Diego County Ratepayers Billions



## DIVERSIFICATION

Enhancing Water Supply Reliability

The Water Authority is dedicated to providing a safe and reliable water supply for our region at an affordable cost. More than 20 years ago, the Water Authority, along with its member agencies, began taking actions to improve the water supply reliability of the region by lessening reliance on one single source of supply.

One of the cornerstones of that diversification strategy is agreements that were signed in 2003 to secure independent Colorado River supplies. To deliver these supplies to the region, the Water Authority uses pipelines that are owned and operated by the Metropolitan Water District of Southern California.

The Water Authority, however, believes that MWD is improperly classifying hundreds of millions of dollars in

water supply costs as transportation costs. This was no accident: they did this to specifically disadvantage the Water Authority, which is the only agency that uses MWD's system to transport large volumes of independent water supplies each year.

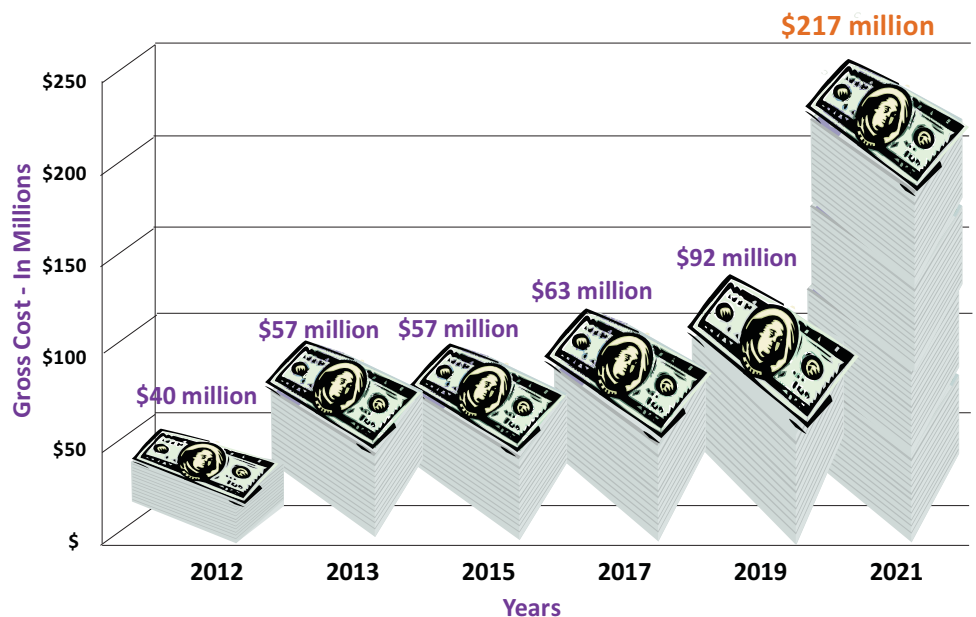
MWD's illegal actions siphon money from the local economy and, if left unchecked, will cost ratepayers more than \$2 billion over the next four decades.

To protect its ratepayers, the Water Authority filed suit in 2010, over rates MWD adopted for 2011 and 2012. The Water Authority is seeking to ensure that costs are lawfully allocated and assigned to the correct services.

Although the Water Authority hoped for a speedy resolution of the case, MWD has engaged in a series of unsuccessful legal

*MWD's illegal rate structure charges a disproportionately high rate to transport the Water Authority's independent Colorado River supplies. As the Water Authority's Colorado River water supplies reach the maximum annual amount in 2021, those overcharges will grow to as much as \$217 million annually.*

Impact of MWD Overcharges to Water Authority Ratepayers\*



\*Based on \$40 billion cost to fix the Bay-Delta.



maneuvers designed to impede the progress. Further, MWD refused to address these concerns when it adopted its 2013 and 2014 rates in April 2012, so the Water Authority had no alternative but to file a new suit.

The 2010 case is assigned to San Francisco Superior Court. A decision in the case is not expected until sometime in 2013. The 2012 case was filed in Los Angeles County Superior Court and has not yet been assigned.

**Why are MWD's Rates Illegal?**

MWD is required by law to charge rates that reflect the actual, reasonable and proportionate costs of serving each class of its customers. The Water Authority's lawsuit claims MWD is improperly charging hundreds of millions of dollars annually in water supply costs to its System Access Rate, System Power Rate and Water Stewardship Rate. These three rate components comprise MWD's transportation charge.

**System Access Rate** is paid by MWD member agencies that buy MWD water or use MWD's facilities to transport water not purchased from MWD. More than 80 percent of MWD's State Water Project water supply costs – amounting to hundreds of millions of dollars annually – is assigned to this water transportation rate category, in violation of California law. These costs belong in the Water Supply Rate category.

**System Power Rate** recovers the costs of energy needed to pump water to Southern California. It is a charge applied to every acre-foot of water transported by MWD. The rate currently includes Department of Water Resources' energy costs for the State Water Project, which MWD does not own or operate. The costs of power needed by the state to deliver water supply to MWD's connections in Southern California are a supplier cost and part of the cost of that water supply. However, MWD improperly assigns that cost to its own transportation rate category. These costs belong in the Water Supply Rate.

**Water Stewardship Rate** recovers the cost of providing financial subsidies to MWD's member agencies for developing new local water supply projects. These subsidies are used for conservation, recycled water, desalination, or other new water supplies. However, MWD charges these water supply costs as a water transportation service. Because this rate pays for water supply development, it should be applied to the Water Supply Rate.

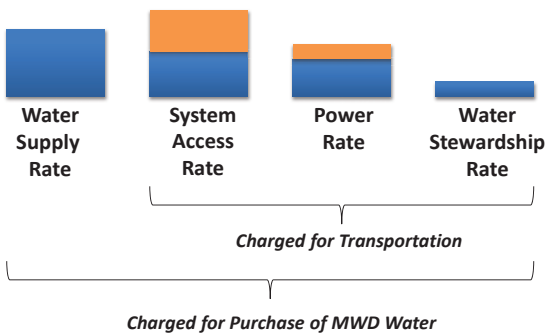
**Water Supply Rate** is supposed to recover the costs MWD incurs to acquire water supplies. This should include supplies it imports from the Colorado River, State Water Project and money it spends to support the development of new local water supplies and water conservation. All of these water supply costs belong in the Water Supply Rate category.



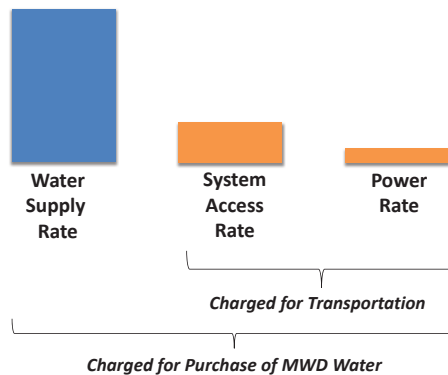
Water conserved by the All-American Canal Lining Project is an important part of the Water Authority's Colorado River water transfer supplies.

**MWD's Current Rate Structure**

MWD's Rate Structure Misallocates Water Supply Costs to the Transportation Charge



**How MWD Rate Structure Should Be**



■ Water Supply Costs    ■ MWD System Costs

For more information on this issue, visit [www.sdcwa.org/mwdrate-challenge](http://www.sdcwa.org/mwdrate-challenge)



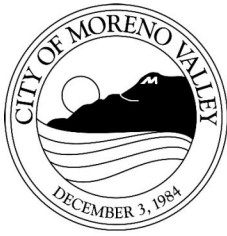
San Diego County Water Authority

4677 Overland Ave.  
San Diego, California  
92123-1233  
858.522.6700

[www.sdcwa.org](http://www.sdcwa.org)







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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** August 28, 2012

**TITLE:** APPROVE RESOLUTION NO. 2012-XX ADOPTING A LOW INCOME PROGRAM AND AMENDING THE ELECTRIC RATES FOR MORENO VALLEY ELECTRIC UTILITY

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve Resolution No. 2012-70 adopting a Low-Income Assistance Program for the residential customers of Moreno Valley Electric Utility.
2. Adopts the amended Moreno Valley Utility Electric Rates as on file in the Public Works Department.

### **BACKGROUND**

Section 386 of the Public Utilities Code refers to rate assistance programs for low-income customers, and requires the following: “(1) Each publicly owned utility shall ensure that low-income families have access to affordable electricity; (2) The current level of assistance reflects the level of need; (3) Low-income families are afforded no-cost and low-cost energy efficiency measures that reduce energy consumption; (4) The local publicly owned electric utility shall consider increasing the level of the discount or raising the eligibility level for any existing rate assistance program to be reflective of customer need; (5) A publicly owned electric utility shall streamline enrollment for low-income programs by collaborating with existing providers for the Low-Income Home Energy Assistance Program (LIHEAP) and other electric or gas providers within the same service territory; (6) A local publicly owned electric utility shall establish participation goals for its rate assistance program participation.”

Currently, low-income customers are provided assistance through LIHEAP and are also provided payment arrangements.

## **DISCUSSION**

Staff is proposing a discount program for qualified low-income residential customers, providing a 20% discount on their monthly electric bill. Eligibility for the program will be based on the number of full-time residents in the household and the total gross income of all household members, as described in the table below:

<b>Maximum Household Income</b> (Effective as of July 1, 2012)	
<b>Number of Persons in Household</b>	<b>Total Combined Gross Income</b>
<b>1</b>	<b>Up to \$22,340</b>
<b>2</b>	<b>Up to \$30,260</b>
<b>3</b>	<b>Up to \$38,180</b>
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<b>6</b>	<b>Up to \$61,940</b>
<b>7</b>	<b>Up to \$69,860</b>
<b>8</b>	<b>Up to \$77,780</b>
<b>Each additional person</b>	<b>\$7,920</b>

Customers must fill out an application, provide proof of income, and must re-apply annually. The 20% discount is applicable to energy charges only, and excludes the customer charge, public purpose charge, and all taxes. The cost of the program will be paid for from Public Purpose funds, which is allowed under Section 385 of the Public Utilities Code.

## **ALTERNATIVES**

1. Approve proposed resolution adopting a Low Income Assistance Program for Moreno Valley Utility's residential customers. *The Low Income Assistance Program will allow the City's utility to offer low-income families access to affordable electricity, and will allow the City's utility to comply with Section 386 of the California Public Utilities Code.*
2. Do not approve proposed resolution adopting a Low Income Assistance Program for Moreno Valley Utility's residential customers. *This would restrict the City's utility in its ability to offer low-income families access to affordable electricity, and will not allow the City's utility to comply with Section 386 of the California Public Utilities Code.*

**FISCAL IMPACT**

The average annual customer savings under the Low-Income Assistance Program is estimated to be approximately \$240.00. Staff is proposing an initial funding of \$50,000 for the balance of fiscal year 2012/2013. Program demand will be monitored and the funding level will be reviewed on a quarterly basis in fiscal year 2012/2013. Additional funding may be recommended if funds are depleted prior to June 30, 2013. After fiscal year 2012/2013, funding will be reviewed on an annual basis. Funds are available in account 6010-70-80-45511-710144.

**CITY COUNCIL GOALS**

**POSITIVE ENVIRONMENT:**

*The proposed Low-Income Assistance Program helps to create a positive environment within the community. The City of Moreno Valley will provide low-income families access to affordable electricity.*

**NOTIFICATION**

Posting of the Agenda.

**Attachments**

- Attachment 1 – Proposed Resolution
- Attachment 2 - Amended Electric Rate Schedule A
- Attachment 3 – Low Income Assistance Program Application

Prepared By  
 Jeannette Olko  
 Electric Utility Division Manager

Department Head Approval  
 Ahmad R. Ansari, P.E.  
 Public Works Director/City Engineer

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

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## RESOLUTION NO. 2012-70

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY ADOPTING A LOW-INCOME ASSISTANCE PROGRAM AND AMENDING THE ELECTRIC RATES FOR MORENO VALLEY ELECTRIC UTILITY

WHEREAS, the City of Moreno Valley (the "City") is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code Section 10004, and Government Code section 39732(a)) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

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

WHEREAS, as a municipal electric utility, the City is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities ("POUs"); and

WHEREAS, California Public Utilities Code Section 385(a) requires local publicly owned utilities to establish a nonbypassable, usage based charge to fund investments by the utility and other parties in the following: (1) cost-effective demand-side management services; (2) new investment in renewable energy resources and technologies consistent with existing statutes and regulations; (3) research, development and demonstration programs for the public interest to advance science and technology which is not adequately provided by competitive markets; and (4) services provided for low-income electricity customers, including, but not limited to energy efficiency services, education, weatherization, and rate discounts; and

WHEREAS, California Public Utilities Code Section 386 requires local publicly owned utilities to ensure that low-income families within the utility's service territory have access to affordable electricity, that the level of assistance reflects the level of need, that low-income families are afforded no-cost and low-cost energy efficiency measures that reduce energy consumption, that the utility streamline enrollment for low-income programs, and that the utility establish participation goals for its rate assistance program participation;

Attachment 1

Resolution No. 2012-70  
Date Adopted: August 28, 2012

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

1. The Moreno Valley City Council hereby adopts a Low-Income Assistance Program for the residential customers of Moreno Valley Electric Utility, and that this resolution takes effect immediately upon its adoption.
2. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates as on file in the Public Works Department.

PASSED, APPROVED AND ADOPTED this 28th day of August, 2012.

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

Resolution No. 2012-70  
Date Adopted: August 28, 2012

**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. 2012-70 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28<sup>th</sup> day of August, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2012-70  
Date Adopted: August 28, 2012

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## **SCHEDULE A – RESIDENTIAL SERVICE**

### **Applicability**

Applicable to electric service for residential uses.

### **Territory**

Within the designated areas served by the Moreno Valley Utility.

### **Rates**

#### **Basic Charge - \$/Day**

Single-Family Residence	\$ 0.029
Multi-Family Residence	\$ 0.022

#### **Energy Usage Charge - \$/kWh**

##### **Summer:**

Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.10759
Tier 2 – 101% to 130% of Baseline	\$ 0.13060
Tier 3 – 131% to 200% of Baseline	\$ 0.21227
Tier 4 – 201% to 300% of Baseline	\$ 0.24727
Tier 5 – All excess kWh, per kWh	\$ 0.28227

##### **Winter**

Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.10759
Tier 2 – 101% to 130% of Baseline	\$ 0.13060
Tier 3 – 131% to 200% of Baseline	\$ 0.21227
Tier 4 – 201% to 300% of Baseline	\$ 0.24727
Tier 5 – All excess kWh, per kWh	\$ 0.28227

#### **Public Purpose Programs**

All kWh per kWh	\$0.01444
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**Monthly Minimum Charge:** \$10.00

### **Energy Cost Adjustment**

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

**Special Conditions**

1. Baseline Rates: Baseline rates are applicable only to separately metered residential use.
2. Baseline Quantities: The residential allocation shall be 16.0 kWhs per day in the Summer season and 10.5 kWhs per day in the Winter season.
3. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. of the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.
4. Voltage: Service will be supplied at one standard voltage.
5. For the purposes of applying the Basic Charge, the following definitions shall be used:

Single-Family Residence - A building of single occupancy which does not share common walls, floors, or ceilings with other residential dwelling units.

Multi-Family Residence - Apartments, mobile homes, condominiums, townhouses, or a building of multiple occupancy which shares common walls and /or floors and ceilings with other residential dwelling units.

6. Medical Baseline Allocation: Upon application and acceptance of a certification from a medical doctor or osteopath licensed to practice medicine in California, eligible residential customers are provided a standard year-round medical baseline allocation of 16.5 kWh per day in addition to the applicable baseline allocation for the season.

	Regular Baseline Daily kWh Allocation	Additional Medical Baseline Daily kWh Allocation	Total Baseline Daily kWh Allocation
Summer	16.0	16.5	32.5
Winter	10.5	16.5	27.0

Medical Baseline Allocation Eligibility:

- a) Regular use in the customer's home of one or more medical life-support devices essential to maintain the life of a full-time resident of the household; and/or
- b) A full-time resident of the household is: a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scleroderma patient, being treated for life-threatening illness, and/or has a compromised immune system.

Life support devices are those devices or equipment that utilize mechanical or artificial means to sustain, restore or supplant a vital function, or mechanical equipment relied upon for mobility both within and outside of buildings.

Life-support devices include:

Aerosol Tent	Ultrasonic Nebulizer
Pressure Pad	Electrostatic Nebulizer
Apnea Monitor	Inhalation Pulmonary Pressure
Pressure Pump	Breather Machine (IPPB)
Compressor	Iron Lung
Concentrator	Dialysis Machine
Respirator (all types)	Hemodialysis Machine
Electronic Nerve Stimulator	Motorized Wheelchair
Suction Machine	Oxygen Generator

#### Applying for the Medical Baseline Allocation

1. Request application from Moreno Valley Utility by telephone, mail or in person
2. Complete application.
3. The patient's physician will need to fill out the required information on the application and sign it certifying the medical need.
4. The customer can mail or bring the application to Moreno Valley Utility's offices
5. Once the application is reviewed and approved, the Medical Baseline Allocation will be effective on the next regular electric billing.
6. Applications must be renewed every two years.
7. A low-income assistance discount program is offered under this standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount, the income of the customer, including all members of the household, must meet the income levels of the program and can be no more than 200% of Federal Poverty Guidelines. Under this program a discount for qualified low-income residents of 20% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

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## LOW INCOME ASSISTANCE PROGRAM

### About the Moreno Valley Utility (MVU) Low-Income Assistance Program

The MVU Low Income Assistance Program is a discount program for qualified low-income residents, providing a 20% discount on monthly energy charges.

This initial program will run through June 30, 2013 or until funds are depleted. Additional funding may be available but are not guaranteed.

Moreno Valley City Council has approved the use of Public Purpose funds to assist low-income residents with their energy bills.

Eligibility for the program is based on the number of fulltime residents in the household and the total gross income of all household members.

<b>Maximum Household Income</b> (Effective as of July 1, 2012)	
<b>Number of Persons in Household</b>	<b>Total Combined Gross Income</b>
<b>1</b>	<b>Up to \$22,340</b>
<b>2</b>	<b>Up to \$30,260</b>
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<b>7</b>	<b>Up to \$69,860</b>
<b>8</b>	<b>Up to \$77,780</b>
<b>Each additional person</b>	<b>\$7,920</b>

To apply for the program, electric service must be provided in the name of the applicant.

Application must be accompanied by an original Transcript of Tax Return from the US Internal Revenue Service listing each member of the household. Transcript is available free of charge by mailing a completed Form 4506-T to the IRS. Instructions and mailing addresses are listed on the back of the request form.

Applications received without the required Transcript of Tax Return will not be processed.

Initial program enrollment is through June 30, 2013, after which the applicant may re-apply as funds become available.

Allow 4-6 weeks for processing of application.

Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

If you have any questions regarding the program, please call Customer Service toll free at (877) 811-8700



**MORENO VALLEY UTILITY**  
 14325 Frederick Street, Suite 9  
 Moreno Valley, CA 92552

**LOW INCOME ASSISTANCE APPLICATION**

**PLEASE PRINT CLEARLY**

Name (First, Middle Initial, Last)		
Home Address		
Mailing Address (if different from home address)	City	Zip Code
Home Telephone	Work Telephone	Mobile Telephone

**PUBLIC ASSISTANCE PROGRAM PARTICIPATION**

Do you or someone in your household participate in any of the following assistance programs? If so, please indicate below.

**Please check ( ✓ ) all assistance programs utilized**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Medi-Cal/Medicaid<br><input type="checkbox"/> Food Stamps/SNAP<br><input type="checkbox"/> TANF/Tribal TANF<br><input type="checkbox"/> WIC | <input type="checkbox"/> Healthy Families A & B<br><input type="checkbox"/> LIHEAP<br><input type="checkbox"/> SSI | <input type="checkbox"/> National School Lunch (NSL)<br><input type="checkbox"/> Bureau of Indian Affairs General Assistance<br><input type="checkbox"/> Head Start Income Eligible (Tribal Only) |
|--|--|---|

**HOUSEHOLD MEMBERS AND INCOME ELIGIBILITY**

List all fulltime residences of the household and their total gross annual income. Gross income includes all money and non-cash benefits, available for living expenses, from all sources, both taxable and nontaxable, before deductions, for all people living in the home. This includes, but is not limited to, the following:

**Please check ( ✓ ) all sources of household income.**

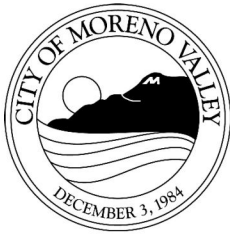
- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Pensions<br><input type="checkbox"/> Social Security<br><input type="checkbox"/> SSP or SSDI<br><input type="checkbox"/> Interest or Dividends from Savings, Stocks, Bonds, or Retirement Accounts | <input type="checkbox"/> Wages and/or Profits from Self-Employment<br><input type="checkbox"/> Rental or Royalty Income<br><input type="checkbox"/> Unemployment Benefits<br><input type="checkbox"/> Disability or Worker's Compensation Payments | <input type="checkbox"/> Scholarships, Grants or Other Aid Used for Living Expenses<br><input type="checkbox"/> Insurance or Legal Settlements<br><input type="checkbox"/> Spousal or Child Support<br><input type="checkbox"/> Cash and/or Other Income |
|---|--|--|

Full Legal Name	Age	Social Security Number	Gross Income
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3.			
4.			
5.			
6.			
7.			

8.			
9.			
<b>List additional household members on a separate sheet</b>		<b>Total Household Income</b>	
<p><b>Declaration: Please sign and date below</b></p> <p>I state that the information I have provided in this application is true and correct. I have enclosed an original copy of the Transcript of Income Tax for each person listed above. I agree to inform Moreno Valley Utility if I no longer qualify for the discount. I understand that if I receive a discounted rate without meeting the qualifications of the program, that I will be required to pay back the discount received. I certify:</p> <ul style="list-style-type: none"> <li>• The MVU bill is in my name</li> <li>• I am not claimed on another person's income tax return</li> <li>• I understand that I must re-apply for the program each year</li> <li>• I will notify MVU if I no longer qualify for this rate</li> <li>• I understand MVU may require additional verification of income</li> <li>• I have enclosed a Transcript of Return for each person listed above</li> </ul>			
Signature		Date	

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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** August 28, 2012

**TITLE:** APPROVAL OF COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE CITY OF MORENO VALLEY FOR GILMAN SPRINGS ROAD IMPROVEMENTS – PROJECT NO. 801 0042 70 77

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve the Cooperative Agreement for the Gilman Springs Road Improvements project between the County of Riverside and the City of Moreno Valley.
2. Authorize the City Manager to execute the Cooperative Agreement.
3. Authorize the Public Works Director/City Engineer to approve any minor changes that may be requested by the County of Riverside subject to the approval of the City Attorney.
4. Authorize the Public Works Director/City Engineer to execute any future amendments to the Cooperative Agreement subject to the approval of the City Attorney.

### **BACKGROUND**

In early 2012, the County of Riverside approached the City with its plan to improve the County-owned portion of Gilman Springs Road and offered assistance to the City for improving the City-owned portion of Gilman Springs Road at the same time. The County could help to complete the design, prepare environmental documents and obtain environmental clearance, coordinate utility relocation, and advertise/award and administer the construction contract at no cost to the City. The City would be

responsible only for construction, construction engineering and inspection costs for improving the City-owned portion of Gilman Springs Road.

**DISCUSSION**

The City-owned portion of Gilman Springs Road is a 4,000-foot long, two-lane roadway, from 150 feet north of Eucalyptus Avenue to 500 feet north of Kevin Road. Gilman Springs Road has been experiencing high volume of traffic, especially trucks, traveling along this roadway. The street pavement has deteriorated with sizable potholes, and City Maintenance and Operations crews have been continuously out repairing the street.

The project will resurface the street by processing the existing asphalt concrete pavement and reusing it as a base material while overlaying the street with new layer of asphalt concrete. The project also includes improvement of the intersection of Gilman Springs Road and Alessandro Boulevard to add a new north-bound left turn lane from Gilman Springs Road onto Alessandro Boulevard, as well as drainage improvements along Gilman Springs Road. The estimated construction, construction-related engineering and inspection cost for the project is approximately at \$840,000. The City will realize significant savings from the County's assistance with design, environmental clearance and project administration. Furthermore, because the City's improvements will be contracted out as part of the County's larger project along Gilman Springs Road, good construction bids are expected. Improvement of Gilman Springs Road is necessary to enhance safety for drivers using this road. A Cooperative Agreement with the County of Riverside is a cost-saving solution to construct these much needed improvements.

**ALTERNATIVES**

1. By motion, approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate the timely construction of needed improvements.*
  
2. Do not approve and authorize the recommended acting as presented in this staff report. *This alternative will significantly delay the construction of needed improvements.*

**FISCAL IMPACT**

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program. There is no impact to the General Fund.

**AVAILABLE FUNDS**

Gilman Springs Road Improvements  
 Prop. 42 Replacement Funds – Gas Tax  
 Account 2002-71-77-80001 801 0042 70 77 ..... \$ 850,000

Total Project Budget..... \$ 850,000

**ESTIMATED PROJECT COST**

Preliminary Engineering\* ..... \$ 3,000  
 Construction and Construction Engineering/Inspection..... \$ 840,000  
 Administrative Costs\* ..... \$ 7,000  
 Total Estimated Cost ..... \$ 850,000

*\*Includes City staff project coordination and other miscellaneous costs.*

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT'S PROJECT SCHEDULE**

Environmental Clearance Complete.....May 2013  
 Design Complete..... August 2013  
 Advertise and Award ..... September 2013 to December 2013  
 Construction ..... January 2014 to July 2014

**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**

Based on the current condition of Gilman Springs Road, there is a need to improve this street to enhance safety for drivers using this road. A Cooperative Agreement with the County of Riverside is a cost-saving solution to construct these much needed improvements.

**ATTACHMENTS**

- Attachment "A" – Location Map
- Attachment "B" – Agreement By and Between Riverside County and City of Moreno Valley for Roadway Improvements Along Gilman Springs Road

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

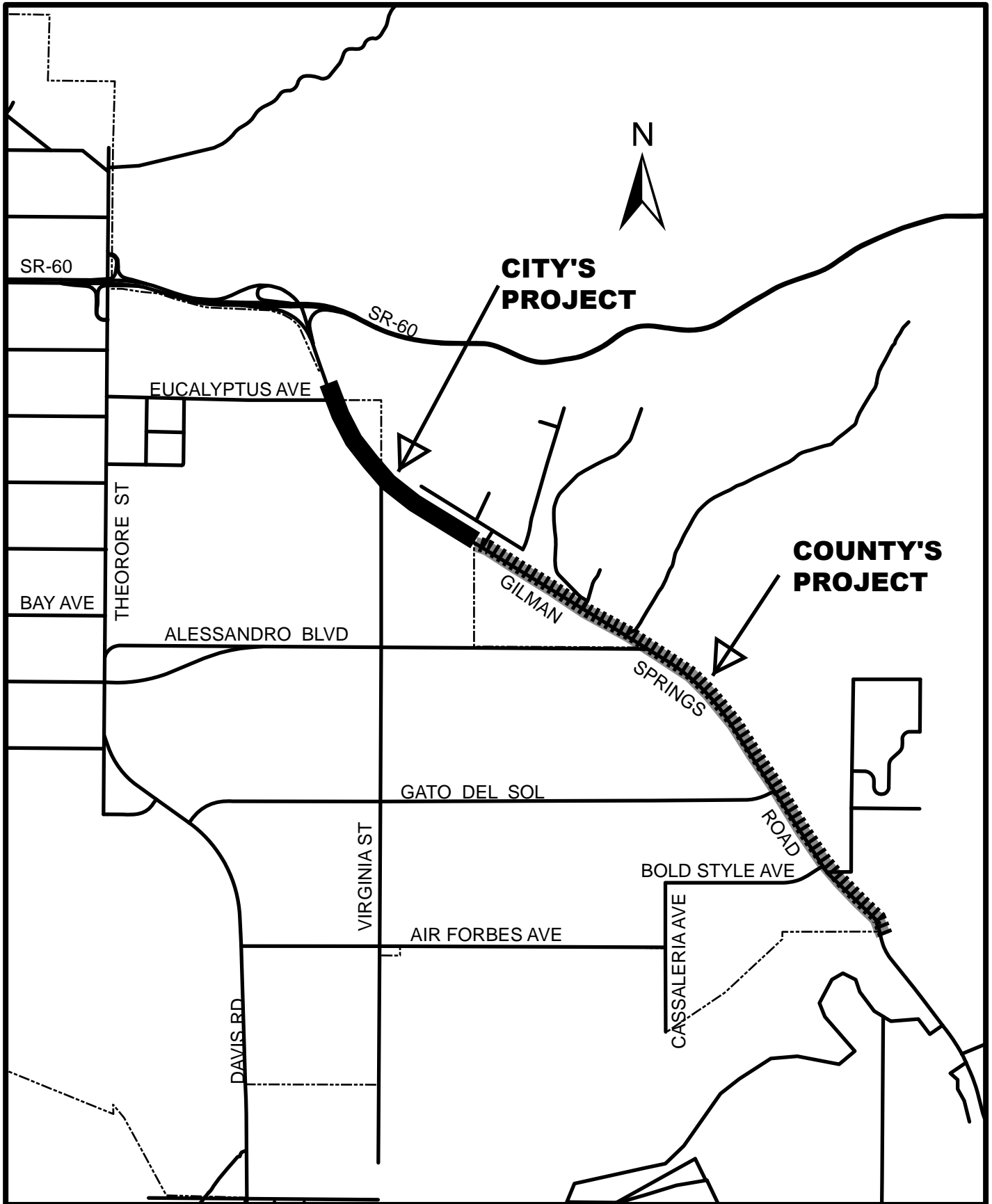
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Department Head Approval:  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer

---

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:



**ATTACHMENT A  
GILMAN SPRINGS ROAD IMPROVEMENTS - LOCATION MAP**

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**Gilman Springs Road Improvements**

AGREEMENT BY AND BETWEEN  
RIVERSIDE COUNTY AND  
CITY OF MORENO VALLEY  
FOR  
ROADWAY IMPROVEMENTS ALONG  
GILMAN SPRINGS ROAD

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Moreno Valley, (hereinafter "CITY") for the provision of certain roadway improvements on various roads located within the jurisdictional boundaries of the COUNTY and CITY.

**RECITALS**

- A. COUNTY and CITY have cooperated on planning the construction of certain roadway improvements that provide benefits to the general motoring public along Gilman Springs Road in the Moreno Valley area of Riverside County. The roadway improvements consist of pulverizing the existing roadway; road resurfacing/overlaying, intersection improvements, drainage improvements and striping, hereinafter referred to as "PROJECT". The location of PROJECT is shown in Exhibit "A".
- B. The PROJECT is within the jurisdictional boundaries of both the COUNTY and CITY, as shown in Exhibit "A".
- C. COUNTY and CITY desire to cooperate and jointly participate in implementing and funding the PROJECT.
- D. COUNTY and CITY desire to have one agency take the lead role in the development and implementation of the PROJECT to coordinate the improvements and to reduce overall costs.
- E. COUNTY and CITY have designated COUNTY as the lead agency for the PROJECT and COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement the PROJECT.
- F. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be administered, environmentally cleared, engineered, coordinated, constructed, managed, financed and maintained.

**Attachment "B"**

**Cooperative Agreement**

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

**SECTION 1 - COUNTY AGREES:**

1. To fund one hundred percent (100%) of the cost of the preparation of plans, specifications and estimates (PS&E), preparation of an environmental document (ED) and obtaining environmental clearance, providing utility coordination and relocation of impacted utilities, and advertising, awarding and administering a public works construction contract necessary to construct PROJECT improvements that are located within the jurisdictional boundaries of the COUNTY as shown in Exhibit "A" attached hereto and incorporated herein. The estimated costs for COUNTY's improvements are provided in Exhibit "B" attached hereto and incorporated herein. COUNTY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", COUNTY will in good faith consider an amendment to this Agreement to include any such costs under this agreement.
2. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECT and submit to CITY for review and approval at appropriate stages of development. Final plans for improvements within CITY's right of way shall be prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY. COUNTY shall not solicit construction bids until CITY has approved the PROJECT PS&E documents.
3. To act as the Lead Agency for the design, environmental clearance, advertising, award and administration of a public works contract for the construction of the PROJECT.
4. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design responsibility. If any existing public and/or private utility facilities conflict with PROJECT construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the PROJECT plans and specifications, and conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility



**Gilman Springs Road Improvements**

1 companies are determined to have prior rights, the cost of relocating utilities shall be borne by the jurisdiction  
2 in which the conflicting utility resides.

3 5. To prepare an environmental document and to obtain necessary environmental clearances in accordance  
4 with the California Environmental Quality ACT (CEQA).

5 6. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way  
6 for the purposes of constructing PROJECT.

7 7. To advertise, award, and administer a public works contract for the construction of PROJECT in accordance  
8 with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or  
9 regulations, including but not limited to the local agency public construction codes, California Labor Code, and  
10 California Public Contract Code.

11 8. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. If  
12 the PROJECT plans and specifications are prepared by a private engineering company, the Resident  
13 Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the  
14 construction contract.

15 9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,  
16 soils and foundation tests, measurement and computation of quantities, testing of construction materials,  
17 checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other  
18 inspection and staff services necessary to assure that the construction is performed in accordance with the  
19 PS&E documents.

20 10. To construct the PROJECT in accordance with approved PS&E documents.

21 11. To submit any contract change order that causes the construction contract to exceed 10% of the contract  
22 bid amount for PROJECT improvements that are located within the jurisdictional boundaries of the CITY to  
23 CITY for review and approval prior to final authorization by COUNTY.

24 12. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as  
25 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a  
26 certified material tester.

27 13. To furnish CITY with a complete set of full-sized film positive reproducible as-built plans and all contract  
28 records, including survey documents, within ninety (90) days following the completion and acceptance of the  
29

**Gilman Springs Road Improvements**

1 PROJECT construction contract. Electronic copies of completed plans are available if CITY desires. If  
2 electronic copies are provided, they will be provided on CD-R media.

- 3 14. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion  
4 and acceptance of the PROJECT construction contract. If final costs associated with the CITY's  
5 improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with the  
6 financial reconciliation. If final costs associated with the CITY's improvements are less than the deposit  
7 provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial  
8 reconciliation.

9 **SECTION 2 - CITY AGREES:**

- 10 1. To fund one hundred percent (100%) of the cost of administering a public works construction contract  
11 necessary to construct PROJECT improvements that are located within the jurisdictional boundaries of the  
12 CITY as shown in Exhibit "A". The estimated costs for CITY's improvements are provided in Exhibit "B".  
13 CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those  
14 shown in Exhibit "B", CITY will in good faith consider an amendment to this Agreement to include any such  
15 costs under this Agreement.
- 16 2. To deposit with COUNTY, prior to COUNTY awarding the construction contract but after bid opening and  
17 analyzing the bids for the PROJECT and upon written request by COUNTY, seven hundred fifty-five thousand  
18 five hundred fifty dollars (\$755,550)(the "Deposit"), which represents ninety percent (90%) of the CITY's  
19 estimated share of the PROJECT costs as provided in Exhibit "B" hereto.
- 20 3. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews and approvals, as  
21 appropriate, of submittals by COUNTY, and to cooperate in timely processing of PROJECT.
- 22 4. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's  
23 contractor, an encroachment permit authorizing entry onto CITY's right of way for the construction of the  
24 PROJECT.
- 25 5. To provide a representative to coordinate and assist the COUNTY's Resident Engineer during the  
26 construction of PROJECT and to verify CITY facilities are constructed in accordance with the approved PS&E  
27 documents as required by this agreement.
- 28 6. To pay within 45 days of receipt all invoices submitted by COUNTY for services rendered in accordance with  
29 this Agreement.

1 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 2 1. The total cost of PROJECT is estimated to be \$2,323,000 as detailed in Exhibit "B".
- 3 2. COUNTY shall not be obligated to award a contract to construct PROJECT until after receipt of CITY's  
4 deposit as required in Section 2.
- 5 3. If upon opening of bids for construction of the PROJECT the bids indicate a cost overrun of no more than  
6 10% of the construction costs estimate as described in Exhibit "B" will occur, COUNTY may award the  
7 contract.
- 8 4. If upon opening of bids, it is found that a cost overrun exceeding ten percent (10%) of the Total Estimate Cost  
9 will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after thirty (30)  
10 calendar days from the date of bid opening, an alternative course of action is not agreed upon, this  
11 Agreement shall be deemed to be terminated by mutual consent, with each agency sharing incurred costs in  
12 accordance with the cost shares as set forth in Section I, Article (1), and Section II, Article (1). COUNTY shall  
13 reimburse CITY within forty five (45) days of termination.
- 14 5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be  
15 commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has  
16 been issued by CITY.
- 17 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the  
18 PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily  
19 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,  
20 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each  
21 policy shall be required which name CITY, its officers, agents and employees, as additionally insured.  
22 COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY  
23 shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured Endorsements  
24 which meet the requirements of this section to CITY prior to the start of construction. The COUNTY shall also  
25 cause COUNTY's contractor to furnish a satisfactory Performance Bond and a satisfactory Labor and Material  
26 Payment Bond meeting all statutory requirements of the State of California for this project.
- 27 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will  
28 automatically be vested with the jurisdiction in which the improvements reside and no further agreement will  
29 be necessary to transfer ownership.

**Gilman Springs Road Improvements**

- 1 8. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by  
2 PROJECT that are located outside of their respective ownership or right of way boundaries except as  
3 specified in this Agreement or future agreements.
- 4 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all  
5 parties and no oral understanding or agreement not incorporated herein shall be binding on each party  
6 hereto.
- 7 10. CITY and COUNTY shall retain or cause to be retained for audit for a period of three (3) years from the date  
8 of final payment, all records and accounts relating to PROJECT.
- 9 11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
10 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,  
11 authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to  
12 Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability  
13 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or  
14 omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY  
15 under this Agreement.
- 16 12. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by  
17 reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or  
18 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government  
19 Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for  
20 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be  
21 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under  
22 this Agreement.
- 23 13. This Agreement and the exhibits herein contain the entire agreement between the parties, and are intended  
24 by the parties to completely state the agreement in full. Any agreement or representation respecting the  
25 matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this  
26 Agreement, is null and void.
- 27 14. Nothing in the provisions of Agreement is intended to create duties or obligations to or rights in third parties  
28 not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing any  
29 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

***Gilman Springs Road Improvements***

1 15. This Agreement may be executed in one or more counterparts and when a counterpart shall have been  
2 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same  
3 instrument.

4 16. This Agreement shall be terminated 3 months after the filing of a Notice of Completion for the PROJECT or  
5 upon mutual agreements of the parties.

6 17. All notices, demands, invoices, and written communications shall be in writing and delivered to the following  
7 addresses or such other address as the PARTIES may designate:

8 To County: Riverside County Transportation Department  
9 Attention: Juan C. Perez, Director of Transportation and Land Management  
10 4080 Lemon Street, 8<sup>th</sup> Floor  
11 Riverside, CA 92501  
12 Phone: (951) 955-6740  
13 Fax: (951) 955-3198

14  
15 To City: City of Moreno Valley  
16 Attention: Ahmad R. Ansari, Public Works Director/City Engineer  
17 14177 Frederick Street  
18 Moreno Valley, CA 92552  
19 Phone: (951) 413-3130  
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**APPROVALS**

Clerk of the Board (SEAL)

**COUNTY Approvals**

**CITY OF MORENO VALLEY Approvals**

RECOMMENDED FOR APPROVAL:

APPROVED BY:

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_

JUAN C. PEREZ

PRINTED NAME

Director of Transportation and Land Management

City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

COUNTY COUNSEL

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_

PRINTED NAME

BY: DEPUTY

City Attorney

APPROVAL BY THE BOARD OF SUPERVISORS

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_

John F. Tavaglione

PRINTED NAME

PRINTED NAME

City Clerk

Chairman, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

KECIA HARPER-IHEM

EXHIBIT A - VICINITY/PROJECT MAP

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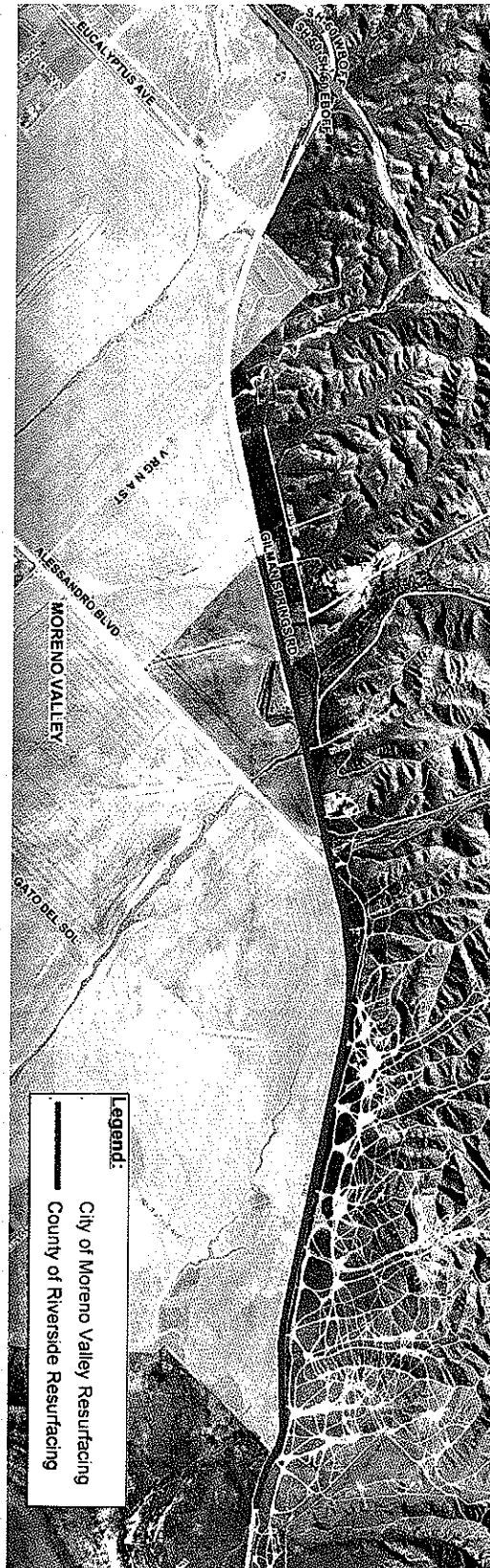


EXHIBIT B • PROJECT BUDGET AND SCHEDULE

**COST ESTIMATE:**

**GILMAN SPRINGS ROAD RESURFACING/OVERLAYING:**

TASK	CITY OF MORENO VALLEY	COUNTY OF RIVERSIDE	TOTAL
Construction (including 15% contingency)	\$ 560,000	\$ 1,290,000	\$ 1,850,000
Construction Inspection, Material Testing, Construction Survey (15% of Construction Cost)	\$ 84,000	\$ 193,500	\$ 277,000
<b>TOTAL COST</b>	<b>\$ 644,000</b>	<b>\$ 1,483,500</b>	<b>\$ 2,127,500</b>

**GILMAN SPRINGS ROAD AND ALESSANDRO BOULEVARD INTERSECTION IMPROVEMENTS:**

TASK	CITY OF MORENO VALLEY	COUNTY OF RIVERSIDE	TOTAL
Construction (including 15% contingency)	\$ 135,000	\$ 0	\$ 135,000
Construction Inspection, Material Testing, Construction Survey (15% of Construction Cost)	\$ 20,250	\$ 0	\$ 20,250
<b>TOTAL COST</b>	<b>\$ 155,250</b>	<b>\$ 0</b>	<b>\$ 155,250</b>

**GILMAN SPRINGS ROAD CULVERT REPLACEMENT:**

TASK	CITY OF MORENO VALLEY	COUNTY OF RIVERSIDE	TOTAL
Construction (including 15% contingency)	\$ 35,000	\$ 0	\$ 35,000
Construction Inspection, Material Testing, Construction Survey (15% of Construction Cost)	\$ 5,250	\$ 0	\$ 5,250
<b>TOTAL COST</b>	<b>\$ 40,250</b>	<b>\$ 0</b>	<b>\$ 40,250</b>



**Gilman Springs Road Improvements**

**TOTAL FOR ALL PROJECTS:**

<b>TASK</b>	<b>CITY OF MORENO VALLEY</b>	<b>COUNTY OF RIVERSIDE</b>	<b>TOTAL</b>
Construction (including 15% contingency)	\$ 730,000	\$ 1,290,000	\$ 2,020,000
Construction Inspection, Material Testing, Construction Survey (15% of Construction Cost)	\$ 109,500	\$ 193,500	\$ 303,000
<b>TOTAL COST</b>	<b>\$ 839,500</b>	<b>\$ 1,483,500</b>	<b>\$ 2,323,000</b>

**TENTATIVE PROJECT SCHEDULE**

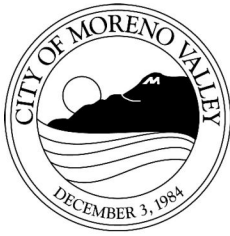
**ENVIRONMENTAL CLEARANCE**      **JULY 2012 TO MAY 2013**

**DESIGN**      **JULY 2012 TO AUGUST 2013**

**ADVERTISE AND AWARD**      **SEPTEMBER 2013 TO DECEMBER 2013**

**CONSTRUCTION**      **JANUARY 2014 TO JULY 2014**

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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** August 28, 2012

**TITLE:** APPROVAL OF THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH WILLDAN ENGINEERING TO PROVIDE UPDATES TO THE PAVEMENT MANAGEMENT PROGRAM – PROJECT NO. 801 0043 70 77

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### **RECOMMENDED ACTION**

Staff recommends that the City Council

1. Approve the Agreement for Professional Consultant Services with Willdan Engineering to provide updates to the Pavement Management Program.
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Willdan Engineering.
3. Authorize the issuance of a Purchase Order to Willdan Engineering in the amount of \$117,000.00 when the Agreement has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with Willdan Engineering, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

### **BACKGROUND**

The City of Moreno Valley's maintained street network contains approximately 485 miles of roadways with three classifications: arterial, collector and local streets. To better maintain the network, the City developed the Pavement Management Program (PMP) in 1995 which provided the City with the necessary tools to inventory the street network, to evaluate and analyze pavement conditions, and to prioritize streets for

pavement rehabilitation. The PMP has been a very effective tool in assisting the decision-making process in the allocation of limited funds for street maintenance.

As the City continues to show dynamic growth with its population, infrastructure and maintenance needs, the PMP was last updated in 2009 to capture the changes in the street network. It is recommended that the PMP should again be updated so the City will have the most current information on pavement conditions that can be used in management decision-making for the allocation of limited funds and prioritization of streets for pavement rehabilitation. The Federal Highway Administration requires that the PMP be updated at least once every three years in order to be eligible for federal transportation funding.

### **DISCUSSION**

On June 18, 2012, Request for Proposal letters for professional consulting services were sent to all consultants the City has on its approved on-call list for pavement management services. On July 2, 2012, three (3) consultants submitted their proposals for the project. City staff reviewed and rated the proposals according to the consultant's ability to complete the project requirements. The proposal from Willdan Engineering was selected as the most qualified for the project. An interview of the top firm was conducted, followed by negotiations on scope of services and fees.

The consultant will be responsible for updating the PMP database and street network, performing field surveys to collect and record all pavement conditions and distresses for all street segments, performing an analysis of the street network with the field data to produce an updated Pavement Condition Index (PCI), and preparing a comprehensive report that includes current PCI, work history, pavement rehabilitation recommendations for all streets, and budget recommendations.

### **ALTERNATIVES**

1. By motion, approve and authorize the recommended actions as presented in this staff report. *This recommendation will allow for the much needed updates to the City's PMP and meet the Federal Highway Administration's requirements for eligibility for federal funding.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the much needed updates to the City's PMP and potentially disqualify the City from federal transportation funding.*

### **FISCAL IMPACT**

The City Council approved a budget to update the PMP as part of the Fiscal Year 2012-2013 CIP Budget. The approved budget, in combination with the remaining funding for PMP included in Capital Projects Division Operating Budget (Measure "A" funds),

should provide sufficient funding for the PMP update work. There is no impact to the General Fund.

**BUDGETED FUNDS FOR THE PROJECT:**

Pavement Management Program (Account No. 2001-70-77-80001 801 0043 70 77)	\$ 85,000
Capital Projects Operating Budget (Account No. 2001-70-77-45230)	<u>\$ 40,000</u>
Total Available Funds	\$125,000

**ESTIMATED PROJECT COSTS:**

Professional Consultant Services Costs	\$117,000
City Staff Project Management Costs	<u>\$ 8,000</u>
Total Estimated Project Costs	\$125,000

**ANTICIPATED PROJECT SCHEDULE**

Field Survey of Street Complete	January 2013
Field Data Input and Analysis Complete	March 2013
PMP Database and GIS Updates Complete	April 2013
PMP Comprehensive Report Complete	June 2013

**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.

**SUMMARY**

The contract with Willdan Engineering will enable the City to update the Pavement Management Program database, providing the City with updated information to use in the allocation of funds and prioritization of streets for pavement rehabilitation.

**ATTACHMENTS**

Attachment “A” – Project-specific Agreement for On-call Professional Consultant Services

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

Department Head Approval:  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer

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

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

**PROJECT SPECIFIC AGREEMENT FOR ON-CALL  
PROFESSIONAL CONSULTANT SERVICES  
PAVEMENT MANAGEMENT PROGRAM  
PROJECT NO. 801 0043 70 77**

This Agreement is made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Willdan Engineering, a California corporation, hereinafter described as "Consultant."

**RECITALS**

WHEREAS, the City has pre-qualified Consultant for On-call Consultant work in an Agreement ("On-call Agreement") executed on March 22, 2012, for Pavement Management Services hereinafter described as "Project"; and

WHEREAS, the City wishes to engage the services of Consultant for the Project set forth in Exhibit "A."

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

1. The previously executed On-call Agreement and subsequent Amendments, if any, between City and Consultant are incorporated herein by reference and made a part of this Agreement as if set forth in full and are available for review in the City Engineer's office. Notwithstanding any expiration or termination of the On-call Agreement or Amendment(s), if any, all terms and provisions of the aforementioned On-call Agreement and Amendment(s) incorporated herein shall survive the expiration or termination of such Agreement or Amendment(s) for the duration of this Project Specific Agreement. In the

Attachment "A"

**PROJECT SPECIFIC AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 801 0043 70 77**

event of a conflict between this Agreement and the On-call Agreement, the most current amendment shall prevail.

2. The City's scope of service is for the Pavement Management Program for Pavement Management Services and is described in detail in Exhibit "A" attached hereto and incorporated herein by reference.

3. The Consultant's scope of service is described in detail in Exhibit "B" attached hereto and incorporated herein by reference.

4. The City's responsibility is described in Exhibit "C" attached hereto and incorporated herein by reference.

5. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$117,000 in accordance with the payment terms provided in Exhibit "D," attached hereto and incorporated herein by reference.

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. This agreement will terminate on December 31, 2013, unless the termination date is extended by an amendment to the agreement.

8. Consultant shall provide updated insurance documentation, certificates or endorsements unless specifically waived by the City's Risk Manager.

**SIGNATURE PAGE FOLLOWS**



**PROJECT SPECIFIC AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 801 0043 70 77**

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

**CITY OF MORENO VALLEY**

**WILLDAN ENGINEERING**

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

<p><u>INTERNAL USE ONLY</u> APPROVED AS TO LEGAL FORM:</p> <p>_____ City Attorney</p> <p>_____ Date</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>_____ Public Works Director/City Engineer</p> <p>_____ Date</p>
---

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

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

\_\_\_\_\_  
Date

- Enclosures: Exhibit "A" – City Request for Proposal/Scope of Services  
Exhibit "B" – Consultant Scope of Services/Proposal  
Exhibit "C" – City's Responsibility  
Exhibit "D" – Terms of Payment

CITY REQUEST FOR PROPOSAL/SCOPE OF SERVICES

**EXHIBIT "A"**

TEL: 951.413.3100  
FAX: 951.413.3279  
WWW.MOVAL.ORG



14177 FREDERICK STREET  
P.O. BOX 88005  
MORENO VALLEY, CA 92552-0805

June 18, 2012

Ms. Roxanne Hughes  
Willdan Engineering  
650 E. Hospitality Lane, Suite 400  
San Bernardino, CA 92408

Subject: Request for Proposal and Not-to-Exceed Fee for Pavement Management Program  
(PMP) Update Services  
Project No. 12-12554150

Dear Ms. Hughes:

The City of Moreno Valley is requesting a proposal for services and not-to-exceed fee for the subject project, in accordance with the On-call Agreement for Professional Consultant Services for Pavement Management Services dated April 16, 2012.

The City is interested in contracting for professional services to evaluate current conditions for all City-maintained streets in the City's network that includes arterials, collectors and local streets; update the MicroPaver database; generate a new pavement condition index (PCI); generate a comprehensive PMP report; and update the City's GIS pavement layer.

The City completed a PMP Update in 2009, and a copy of the PMP report is on file with the Capital Projects Division and available for review by contacting Quang Nguyen at (951) 413-3159. The City's network consists of approximately 133 street centerline miles of arterials, 34 miles of collectors, and 318 miles of local streets. The City is currently using MicroPaver Version 6.5 to manage the PMP.

In general, the following services to be performed by the Consultant shall include, but not be limited to:

Project Meetings: Upon receiving a Notice to Proceed, the Consultant shall have a kick-off meeting to discuss project details and expectations. A project schedule should be generated and submitted for quality control purposes that will include the Consultant periodically meeting with the City's Project Manager for reviewing project status and resolving any issues that may arise during the project.

Field Survey: A field survey shall be conducted on all City-maintained streets to collect all pavement distresses (type, extent, and severity) to include, but not be limited to, longitudinal and transverse cracking, alligator cracking, raveling, rutting/corrugation, patching, block cracking, edge cracking, bleeding/flushing, etc. in accordance with MicroPaver guidelines and accepted

PUBLIC WORKS DEPARTMENT

Letter to Roxanne Hughes  
June 18, 2012  
Page 2 of 4

industry standards. Through the use of field data collection, the Consultant shall explain the method(s) that is/are being proposed, how the data is collected and analyzed, and what quality control measures are used to obtain accurate field data. City staff reserves the right to ride along with Consultant field inspectors to verify pavement collection methods and data accuracy. All field operations shall be in accordance with OSHA safety standards.

Inventory: The City's MicroPaver database has a street inventory, which stores such information as street widths, segment and lane lengths, number of lanes, rank, date and type of construction, date and type of last known surface treatment, etc. The Consultant shall update any missing and/or obviously incorrect information in the database as a result of their field survey and review of work history records. The Consultant shall review the existing street segment database and modify the database (breaking up long segments or combining small segments together) as necessary to obtain a more manageable street segment inventory. The Consultant will verify the existing street lengths and pavement widths during the field survey and update the database.

MicroPaver Database Update and Analyses: After the field survey is complete, the data shall be entered into the City's current MicroPaver database and analyzed to provide necessary information for the creation of the pavement performance curves and decision models. The Pavement Condition Index (PCI) shall be calculated for each pavement section of the streets. The Consultant shall also include a provision in the proposal for quality control checks throughout the data entry process, as well as an explanation of the benefits of the quality control method that is employed.

Reporting and Submittals: A comprehensive report shall be prepared to include an executive summary suitable for an audience of managers or City Council members, a short discussion of the City's network and the PMP and methods of collecting and analyzing data, a PCI report, an inventory/condition analysis report, a work history report, an action forecast/maintenance report based on available budget and budget recommendations to maintain and improve existing overall PCI rankings, and all exhibits, tables, and maps supporting these reports.

A draft report shall be submitted to the City for review and quality control prior to submitting the final report. Three hard (3) copies and one (1) digital copy of the final comprehensive report shall be submitted to the City.

PMP-GIS Layer Update: The Consultant shall make necessary modifications to the City's existing PMP/GIS layer to reflect updated PCI values and corrections/updates to the City's network. Roads not already present on the City's existing PMP/GIS layer shall be identified and included as a part of this update. The final deliverable for this task shall be a PMP/GIS shapefile (.shp) that is compatible with ESRI's ArcView 10 software. The Consultant is required to coordinate with the City's GIS Division for other requirements on the format of the electronic files/submittals.

Technical Support: The Consultant shall provide technical support to City staff in the preparation of the budget and Capital Improvement Plan, as well as responding to questions and

Letter to Roxanne Hughes  
June 18, 2012  
Page 3 of 4

inquiries related to the PMP Updates project. This is estimated to be two (2) full days of technical support.

The City's schedule for completing the PMP Update project is as follows:

Proposal Due Date:	July 2, 2012
Proposal Review and Selection by:	July 13, 2012
Kick-off Meeting:	July 30, 2012
Field Survey:	August 6, 2012 to December 28, 2012
PCI Analysis and PMP Report:	January 2, 2013 to May 24, 2013
PMP/GIS Layer Updates:	May 27, 2013 to July 26, 2013

Three copies of your proposal and fee should be submitted **no later than 5:00 p.m. on July 2, 2012**, to:

Quang D. Nguyen, Senior Engineer, P.E.  
City of Moreno Valley  
Public Works Department  
Capital Projects Division  
14177 Frederick Street *(hand delivery)*  
P.O. Box 88005 *(mail delivery)*  
Moreno Valley, California 92552-0805

Proposal review and consultant selection will be based on:

1. Project Understanding – Does the Consultant understand the project's objectives and issues as well as quality control requirements? (20 points)
2. Project Deliverable Plan – Does the Consultant have a sound, executable work plan? (30 points)
3. Project Resource Allocation – Does the proposal reflect efficient utilization of experienced, dedicated project managers, inspectors and staff? (30 points)
4. Project Deliverable Schedule – Does the proposal reflect timely deliverables at appropriate milestones? (20 points)


The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract. The City Manager has the authority to determine on a case-by-case basis, based on the guidance provided by the Fair Political Practices Commission (FPPC) whether a particular consultant needs to comply with the disclosure requirements. If compliance is required, the consulting agency will receive an Economic Interest Statement (Form 700) from the City Clerk's office for completion. Please complete and return the three forms.

Letter to Roxanne Hughes  
June 18, 2012  
Page 4 of 4

If you have any questions, please contact Quang Nguyen, Senior Engineer, P.E., at 951.413.3159.

Sincerely,



 Quang D. Nguyen, P.E.  
Senior Engineer

QDN:db

Enclosures: Forms Regarding Statement of Economic Interest (3 pages)

c: Project File

W:\CapProj\CapProj\PROJECTS\Quang - 12-12554150 - Paver Update\2012 PMP Update\Consultant\RFP\Letter - RFP & Not-to-Exceed Fee (Willdan)\_6-13-12.doc

CONSULTANT SCOPE OF SERVICES/PROPOSAL

**EXHIBIT "B"**

July 2, 2012  
Revised July 26, 2012

Mr. Quang D. Nguyen, Senior Engineer, PE  
City of Moreno Valley  
Public Works Department  
Capital Projects Division  
14177 Frederick Street  
Moreno Valley, CA 92552-0805

**Subject: Proposal and Not-to-Exceed Fee for Pavement Management Program (PMP)  
Update Services  
Project No. 12-12554150**

Dear Mr. Nguyen:

Willdan appreciates the opportunity to submit this proposal for professional engineering and consulting services to update the City's Pavement Management Program (PMP). Our pavement engineering team has prepared a large number of pavement management programs, and also has extremely strong experience in design and construction management of annual overlay and slurry programs in numerous cities in Southern California. As contract city engineer in many cities over the past 25 years, our team has had the opportunity to review the long-term results from the full range of pavement strategies implemented on thousands of streets in varying conditions. We also have familiarity with many pavement management programs and their varying approaches, and have been involved in custom pavement management program development to enhance the analysis and reporting capabilities as needed to fully address each client's particular needs.

The Willdan MicroPaver Program has very significant customization of data processing and output, though the central base is the MicroPaver program. As you may be aware, MicroPaver does not provide a process for assigning streets to an optimal overlay program or slurry program, and actually has no features to optimize application of the budget to various PCI levels. Willdan has developed automated programs that accomplish all this and also offer excellent graphical representations. We have developed these processes in numerous cities and on numerous updates.

The Willdan team offers the following advantages to facilitate your decision to select Willdan:

- The Willdan Program provides credible determination of current and future needs, with annual and five year cost projections based on customizable CIP budgets that are optimized to increase PCI over time while reducing unfunded maintenance backlog. Willdan has prepared close to 100 pavement management program reports for cities in Southern California, the majority of them MicroPaver based. Since commencing PMP development in 1984, we have continuously improved and adapted our pavement management programs to new construction materials and methods to provide the most cost-effective solutions for maintaining street programs.



- Willdan's field rating technique uses a highly qualified pavement rater that walks each street segment and documents the distresses on specialized rating forms designed to quickly and efficiently capture quantities and severities for all of the required distress patterns. Since the rater is physically walking the street, he also makes notes on the rating forms documenting additional observations such as deficient drainage conditions or needed updates to segment limits based on noted recent construction or other field conditions. This process captures not only the distress data, but also assists the engineer with adjusting rehabilitation strategy assignments to fit identified field conditions and providing quality control updates to the existing data for better accuracy.
- Willdan is adept at providing GIS compatible PMP data. Since 2001, Willdan has provided direct linkage between MicroPaver and GIS on all programs. The City's base PMP-GIS layer will be updated and utilized for color-coded mapping of street characteristics, such as segment ID numbers, Construction History, PCI values and recommended maintenance strategies. Naturally this is extremely helpful for city management staff and city council to visualize and familiarize themselves with various aspects of the street system.
- Our pavement engineers work closely with our contract city engineers and directors of public works in cities with long-term contracts running 20 years or more. This provides the unique opportunity to monitor the performance of virtually all pavement rehabilitation strategies over extended periods to see how they perform and what their expected lifespan will be. This important information is integrated into the Willdan PMP's to provide more cost-effective strategies and to better project long-term performance of the roadway network.

## Project Understanding

### Experience of Firm and Proposed Team

Willdan, and in particular the project team we offer for this contract, has direct experience with developing, implementing, and updating programs in many cities throughout California. The team has established and updated the MicroPaver programs in the cities of South Gate, Rosemead, Bell Gardens, Paramount, Bellflower, Rolling Hills Estates, Ridgecrest and Hawaiian Gardens. Several of these clients routinely use Willdan to perform their PMP Update on a three-year cycle. Through this depth of experience, the Willdan team offers demonstrated ability to develop cost-effective strategies to optimize the application of available City budget through time in a manner that will result in a decrease in unfunded maintenance backlog and corresponding increase in the network-wide average PCI. The cost parameters are developed in concert with the City staff to ensure that the available City resources, such as the Street Maintenance Division, are leveraged to attain the optimal allocation of funds and resources over time.

### Project Understanding

The City of Moreno Valley's existing Pavement Management Program (PMP) was updated using MicroPaver software in 2009; including all public streets. The local streets were actually rated in the summer/fall of 2007, with the arterial/collector street rating conducted in fall/winter of 2009. It is understood that the City requires a single comprehensive program update that includes field rating all public streets, performing quality assurance for both the field data collection and the existing street data inventory in the current PMP, processing the data and providing a draft and final 2012 PMP update report. The City's current PMP-GIS Layer will also



be updated to incorporate the new information. The requested services for the 2012 PMP Update must meet the following two primary objectives:

- Update the existing PMP by evaluating the existing condition of all pavements within the City's roadway network; establish credible determination of current and future maintenance and rehabilitation needs; develop and provide an action forecast/maintenance report identifying recommended budget levels to maintain and improve the overall PCI rankings.
- Update the City's GIS-PMP Layer with the revised PMP data and provide an updated PMP-GIS shape file (.shp) that is compatible with the City's ArcView10 ESRI software.

The City of Moreno Valley desires a pavement management program report with recommendations that are reliable for applicability to each specific street, and not just on the network level. Data and processing must provide accurate quantities and costs, which are fully commensurate with actual field conditions on the individual streets. This applies especially to the division between major maintenance and minor maintenance. The program should be reliable in providing this division such that it is defensible on a rational structural basis and on a basic aesthetic level as well. The City will only find true satisfaction from the pavement management program through the following attributes:

- Accurate CIP priorities and costs that can stand up to scrutiny of City Council and local residents on a line item basis comparison segment-by-segment. Willdan's enhanced data processing provides this level of confidence.
- Reasonably accurate projections of future conditions and maintenance needs based on City selected funding levels which are optimally distributed to various PCI ranges with emphasis on maintaining streets in good condition as opposed to overspending on repair of streets already in very poor or failed condition. Willdan's enhanced budget forecasting procedures provide for iterative adaptation to target the most efficient budget allocation parameters.
- Optimum pavement management priority listing of streets for maintenance and rehabilitation based on an established City budget. Priority listings are provided by benefit/cost ratio as well as PCI.
- A highly efficient and effective data collection system with a high degree of quality control to ensure accurate, repeatable results. Willdan's proprietary rating forms and "boots on the ground" approach to field rating accomplishes this need.
- Ability to store and print reports of full construction history for each street segment.
- Full linkage with GIS for production of graphic exhibits of pavement characteristics for each segment, including budget year, PCI, next maintenance strategy, priority, etc.

### Project Approach

The commonly used MicroPaver program, the same in use in Moreno Valley, can store a large array of data and has a very highly developed PCI calculation system. The important aspect here is that priorities, strategies, and costs are fully optimized to produce the desired improvement in overall average PCI. The Willdan enhancements take the MicroPaver network level analysis down to full effectiveness on a segment-by-segment basis. Further, the program can be fine-tuned to identify that most advantageous break point between overlay, patching and slurry specific to the documented condition of the Moreno Valley street system.



### **Data Comprehensiveness**

Data assimilated for a PMP must be reasonably accurate and include all of the information necessary for a meaningful assessment of pavement conditions. An accurate record of quantity and severity of most types of cracking, for example, including singular, alligator, and block and singular cracking, is necessary. These are the keys to identifying the street's present stage in the life cycle curve. Naturally, there are hosts of other deterioration categories that are necessary and useful to develop a meaningful PCI, but at the same time they must not overly affect the PCI. For example, raveling and utility cuts should not push the PCI into an overlay category, when the street is otherwise structurally sound.

Although all of the required distress data for full implementation of MicroPaver guidelines will be collected, emphasis is on crack data. This is the key to cost-effective maintenance. The type of cracks and quantity of cracks and base failure are the factors which determine an overlay or reconstruction or other structural repairs. These are the most costly forms of maintenance, and therefore, the predominant savings can be realized in this area. Keep in mind that saving money on maintenance is the primary reason for having a PMP.

### **System Performance**

The Willdan enhanced system is fully automated to produce accurate priorities and costs for individual street segments, which allows for accurate and cost effective budgeting and projection of future performance. The projections can be made substantially more accurate by incorporating Willdan's optional Structural Index, rather than just the PCI.

In summary, the Willdan system approach provides an efficient method that yields a very practical and effective tool for simplifying the complex task of maintaining a roadway network at the least cost. Our team has such depth of expertise that it was possible to set up the system so that the elements of ease of use, efficiency, and accuracy in performance are brought together for the City to enjoy on this project and on many updates to follow. Willdan's approach will use our enhanced system and provide the following essential elements:

1. Update the current pavement inventory for new streets, with categorization parameters, including the characteristics of the roadway such as traffic and pavement types.
2. A convenient and efficient visual rating and data input procedure to provide a cost effective and accurate update. The Willdan field rating system covers the entire street, not just sample segments, so such things as widespread cracking and bleeding near intersections are not neglected in the analysis. Previously recorded PCI information will be checked against actual field conditions such that data that is highly out of correlation with current conditions can be noted early in the process, thereby expediting the QA/QC process.
3. Update of construction history for any project records provided by the City and also based on field observations. During field inspection, previously recorded construction history will be checked against actual field conditions such that erroneous records can be corrected.
4. Preparation of an updated database of condition information established in a manner that will provide a truly effective and meaningful Pavement Condition Index (PCI) for each street. The PCI is the common basis for prioritizing overlay projects; however it can be highly misleading due to the 19 distress types it includes. The Willdan system relies



on using a benefit/cost analysis to bring solid engineering evaluation in the prioritization process.

5. Linkage of new elements of the PMP with the existing GIS-PMP to allow for representation of the full system of PMP street segments in any form or combination desired.
6. A method to accurately determine present and projected future network status and associated funding schedule on graph exhibits. Willdan has developed an enhanced forecast system, which can use not only PCI, as used MicroPaver, but also a Structural Index (SI), which is much more accurate because it projects something that can reliably be estimated. With 19 elements within PCI, projections are inherently inaccurate, simply because things such as bleeding, raveling, bumps, sags, and utility cuts cannot be accurately forecasted over time, but they have a powerful effect on PCI. The SI is a simplified indicator of the actual structural degradation that simply and effectively prioritizes rehabilitation needs.
7. The Willdan forecasting report will be optimized for expenditures at various PCI levels: worst-case conditions, below critical and above critical. City street systems respond to funding of these different levels in different ways. Some cities need a lot of funding at low PCI levels for the fastest catch-up on backlog, while other cities do best with a predominance of funding above the critical level. Other cities lie anywhere in between and the difference of ultimate outcome is quite dramatic. Only Willdan has the capability in its system to run this analysis to find the optimum program.
8. Numerous tabular reports covering major maintenance inventory and minor maintenance inventory by priority and alphabetic; a five-year budget report with streets list by year; and other overall listings of road type, geometry, traffic, and condition to facilitate cross reference to needed information.
9. Construction history listing capabilities for the original construction, previous overlays, and slurries on each street segment (based on available information).

### Project Scope of Work

Willdan Engineering shall provide a comprehensive update of the City's existing 2009 MicroPaver database and PMP using Willdan's enhanced MicroPaver PMP system. The existing PMP data will be reviewed for accuracy, then corrected and fully updated and developed to meet the stated project objectives.

#### Task 1 – Program Management

1. Attend a kick-off meeting with City representatives to review the project in detail, and determine the City's specific requirements.
2. Maintain continuous communication with the City of Moreno Valley Project Manager. Ms. Hughes will provide updates through emails communicating project status every other week. Phone calls will be utilized when an information exchange is necessary between the monthly progress meetings.
3. Provide agendas of special items for discussion and minutes listing actions.





4. Provide a detailed project schedule with updates on a monthly basis. Microsoft Project Schedule will be utilized to track the project. A baseline schedule will be recorded and monthly schedule updates will be provided.
5. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress. Ms. Hughes will be the single point of contact with the City's Project Manager with full responsibility for project performance.

#### **City Furnished Services/Information**

The City shall furnish all available work history since the 2009 update, field data or maps and existing PMP report dated 2009, and electronic copy of the PMP database files (.mdb).

#### Deliverables

- Kick-off Meeting
- Monthly Progress Reports
- Bi-Weekly Status Emails
- Monthly Schedule Update

#### **Task 2 – Field Survey**

Willdan will collect, evaluate, verify and transfer all data to be incorporated in the pavement management program. The update, as stated in the RFP, includes approximately 485 centerline miles of arterial, collector and residential streets maintained by the City. The current PMP database includes 3,364 individual pavement segments. A field survey shall be conducted over the entire City street network to collect all pavement distresses (type, extent, severity) consistent with the MicroPaver program guidelines and industry standards. The field survey scope of work will include the following:

1. Obtain City's current GIS-PMS Layer and generate Citywide street segment rating maps for the entire street network, divided into four geographical quadrants, using ArcGIS.
2. Export the current PMP access data into Excel and prepare a data entry spreadsheet to correlate with rating forms for future data entry. Prepare a summary table of the existing street inventory for each quadrant for use by the field rater to verify data during field review.
3. For each quadrant of the street network, record in the field quantities of observed distress conditions for existing streets, on pre-printed rating forms using Willdan's enhanced data gathering system. The inspection will be on a block-by-block basis, recording all pavement distresses for the entire paved area as opposed to only small "representative" inspection units. This rating approach has a high degree of repeatability, since it consistently captures all distresses as a ratio of total pavement area.
4. The rater will also review the previously recorded road inventory data and note any discrepancies with field conditions or new information pertinent to rehabilitation strategies directly on the field rating form, on a segment by segment basis.
5. For each quadrant, input the rating data electronically into a spreadsheet matching the rating form, field by field.
6. Upon completion of the initial quadrant, a quality assurance spot check will be conducted. The project manager will randomly select approximately five percent of the



rating forms and conduct an independent field review to document accuracy and repeatability of the collected rating data. This procedure will be completed for each of the four quadrants, such that approximately twenty percent of the total project rating data is field verified in this manner. Documentation of the randomly selected segments, along with the results of the independent review and any corresponding corrective actions, will be submitted in a Field Rating QA/QC Summary Report.

7. Preprocess the data as necessary to upload field data into the Micropaver database (.mdb) for effective processing by MicroPaver.

#### Deliverables

- Field Rating Forms (scanned .pdf images of field forms)
- Field Rating QA/QC Summary Report

### **Task 3 – Inventory and Data Upload**

Willdan will update any missing or obviously incorrect information in the City's existing PMP database and upload the new distress data into the corrected database. The scope of work for inventory and data upload will include the following:

- Using a combination of annotations on the field rating forms, input from City staff regarding their knowledge of existing deficiencies that they have noted in using the current PMP database, and a quality control review utilizing access database sort and query tools, verify and correct any noted inaccuracies or deficiencies in previously recorded PMP database.
- Update GIS-PMP layer to split or combine segments, and revise street inventory to be consistent with rating data.
- Transfer the preprocessed field rating data from Excel into the corrected Micropaver database (.mdb) and upload interface database into MicroPaver.
- In MicroPaver, update work history since the last PMP report. City staff may furnish a list of construction history for inclusion in the update. The information should include the year of construction, type of work (material and depth for overlays), street location and limits of work. In addition, previously recorded construction history will be proved against field conditions during pavement rating.
- Run Micropaver calculation modules to generate updated Work History and PCI information.

#### Deliverables

- Updated MicroPaver database including Section, Work History, Inspections, Distresses, Samples, and Conditions data (Microsoft Access .mdb file).
- Updated GIS-PMP layer consistent with revised PMP database inventory

### **Task 4 – PMP Update and Analysis**

The updated database shall be utilized to create updated network level performance projections and decision models using an iterative process designed by Willdan. The scope of work will include the following:



### ***Establish Program Parameters***

1. Consult with City and determine maintenance techniques to be utilized:
2. Set maintenance costs for various PCI or structural index ranges, and set parameters required to execute programs in consultation with City.
3. Establish annual budget levels to use for initial comparison, in developing the preferred major maintenance expenditure levels.
4. Prepare family performance curves for street categories as agreed by City to provide for projection of future PCI values.

### ***Deliverables***

- Strategy Logic Tree for major maintenance and minor maintenance cutoff parameters
- Summary table of cost basis for selected maintenance strategies

### ***Data Processing and Analysis***

1. Process data using Willdan's enhanced PMP system to provide information reports for City's preliminary review as follows:
  - ✓ Run the PCI report, which lists all streets and their present PCI and SI along with certain street data elements.
  - ✓ Quality Control review data output by comparing calculation PCI and SI information to the actual street rating forms. A new random sampling of ten percent of the data will be selected and cross-checked to verify that the calculation information is in alignment with the field rating forms. This is an important QA/QC step, as any processing discrepancies will easily be observed if the recorded distress data does not correlate with the resultant PCI and SI values generated.
  - ✓ Correct any noted deficiencies and re-run the PCI report.
  - ✓ Run the PCI frequency report (number of segments in PCI categories) now and for a selected number of years in the future with no funding, to be run City-wide and in each maintenance zone.
  - ✓ Run the budget condition forecasting report to maintain pavements above selected average PCI values extending 15 years into the future, and more importantly, control and reduce the backlog of major maintenance in the future. (This will be used to gauge appropriate funding levels.)
  - ✓ Optimize application of funding to above critical PCI, below critical PCI and worst-case conditions in order to provide the most cost effective program implementation.
  - ✓ Run the major maintenance projection report for unlimited budget to portray the total backlog at present.
2. Prepare the results of projections as follows:
  - ✓ Bar graph of unfunded backlog over the years of the projection.
  - ✓ Circle charts of condition groupings resulting from future projects.
  - ✓ Line graph of average PCI change over the years.



## **Task 5 – Reporting and Submittals**

A comprehensive 2012 PMP Update report shall be prepared, including a preliminary data report summarizing the results of the initial program parameters and a final report that has been modified to include requested revisions. The scope of work will include the following:

### ***Preliminary PMP Data Report***

1. Compile the information from the data processing and analysis into a preliminary report of findings about the street system status.
2. Submit preliminary PMP Data Report to the City. Review the preliminary report with the City staff to decide which budget levels will be most appropriate to investigate projections into the future and refine strategies as needed.
3. Run multi-year projections at selected budget levels agreed to by the City to find the optimal funding approach for proportions applied to worst case, above critical and below critical PCI ranges.
4. Consult with the City to review the updated projection outputs to establish the basic program for a system-wide maintenance.

### ***Deliverables***

- Preliminary Draft PMP Report, including list of streets needing restructuring prioritized by benefit/cost ratio with individual cost calculation for each street segment.
- Consultation to review report output

### ***Final PMP Update Report and GIS Update***

1. Run the final selected multi-year projection to produce a bar graph of backlog and line graph of average PCI citywide.
2. Prepare a five-year budget for major and minor maintenance as follows:
  - ✓ Generate a spreadsheet from MicroPaver with selected fields of data for strategy, priority, and cost determinations.
  - ✓ Provide customized formulas to generate costs and other information relevant to the next proposed improvement.
  - ✓ Sort list by descending benefit/cost ratio, break the list into respective budget years by sub-totalling the improvement costs to the annual budget amount. The annual budgets will be adjusted to bring the optimal number of streets in various PCI ranges into the funding program.
  - ✓ Provide prioritized slurry seal program based on identified minor maintenance needs.
3. Update the GIS-PMP Layer to link PCI, SI, major and minor maintenance strategy assignments and budget years to the street inventory.
4. Compile all generated information into a report including sections including Executive Summary, Glossary, Pavement Management Programs, The Moreno Valley Pavement Management Program, Findings and Recommendations, Implementation, Future Projections, and Data Retrieval.





5. Provide color coded mapped representations of streets as follows:
  - ✓ Work History
  - ✓ PCI
  - ✓ SI
  - ✓ Budget Year
  - ✓ Minor Maintenance Strategy
  - ✓ Major Maintenance Strategy
6. Provide the City with the updated shape files for their GIS-PMP Layer updated to link to the new pavement management program.

Deliverables

- Three hard copies of the Final 2012 PMP Update Report
- One digital copy of the Final 2012 PMP Update Report
- GIS-PMP shape file (.shp) for Arcview10 ESRI software

**Task 6 – Technical Support**

Willdan shall be available for assisting City staff in fully implementing the PMP into the City budget and Capital Improvement Program, as well as to respond to inquiries related to the PMP update project overall. As indicated in the RFP, we have provided for two full days of technical support to be provided by our Project Manager, Ms. Roxanne Hughes.

**Project Team**

**Principal Staff**

Willdan has key personnel assigned to pavement management services. They are highly experienced in the necessary fields to effectively perform the requirements of pavement management projects. Two key employees, central to producing an excellent PMP are the project manager and pavement field rater. Ms. Roxanne Hughes, Willdan's proposed Project Manager, will serve as the only contact for the City of Moreno Valley and is crucial to ensuring the project remains on-track, within budget and on schedule. She will also run the reports and be the main contact with the City on setting program parameters for optimizing the Moreno Valley PMP budget levels and the five-year street maintenance program.

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***Willdan Project Manager  
Commitment***

Ms. Roxanne Hughes, PE  
374 Poli Street, Suite 101  
Ventura, CA 93.001  
(805) 653-6597, ext. 1010  
(805) 643-0791 fax  
rhughes@willdan.com

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**Proposed Team**

The Willdan team will provide the City of Moreno Valley with both the professional expertise and the local experience to ensure the project is well executed and meets local needs. Their demonstrated competence in performing related tasks on schedule and within budget is detailed below. The table below briefly summarizes the highly qualified staff assignments for this project. Full project team resumes are also provided in the appendix to this letter.

Willdan agrees that its proposed team will serve the City of Moreno Valley for the duration of the PMP update process. Before substituting for any team member or adding any additional team member(s), Willdan will provide 30 days' notice to the City of Moreno Valley and obtain express permission from the City.



Name/Title	Relevant Experience	Education/Registrations
<b>Project Manager / Pavement Engineer</b>		
<b>Ms. Roxanne Hughes, PE</b>	<ul style="list-style-type: none"> <li>▪ Principal Project Manager in City Engineering</li> <li>▪ 14 years of experience in civil engineering with a focus on pavement management and rehabilitation</li> <li>▪ Expertise with multiple PMP software systems and application of Willdan system enhancements</li> <li>▪ Solution oriented problem solving capabilities and effective communication skills</li> </ul>	<ul style="list-style-type: none"> <li>▪ B.S. Civil Engineering, California Polytechnic University, SLO</li> <li>▪ California, CE 62381</li> </ul>

Ms. Roxanne Hughes, PE, is a Principal Project Manager for City Engineering at Willdan, with more than 14 years of experience in municipal engineering with a focus on pavement management and roadway rehabilitation. She has overall responsibility for the implementation of the City's PMP Update. As Project Manager, Ms. Hughes will supervise all aspects of system development and personally be involved in all parts of the work including field rating difficult streets, proofing data items, running computer reports, and preparing the program report. Her excellent understanding of pavement life cycle and repair methodologies coupled with her solution oriented problem solving capabilities makes her ideally suited for this assignment.

**QA/QC**

<b>Mr. Adel M. Freij, PE</b>	<ul style="list-style-type: none"> <li>▪ Principal Project Manager in both Construction Engineering and City Engineering</li> <li>▪ 22 years of experience with a focus on municipal CIP projects</li> </ul>	<ul style="list-style-type: none"> <li>▪ BS, Civil Engineering, University of Missouri, Kansas City</li> <li>▪ Resident Engineer Academy</li> <li>▪ California, CE 55564</li> </ul>
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Mr. Adel M. Freij, PE, is an accomplished project manager and construction manager for large-scale multi-discipline public works projects who is recognized for providing innovative quality engineering and construction management services and meeting clients' project budgets and schedules. A Deputy Director for City Engineering at Willdan, Mr. Freij has 21 years of engineering and construction management experience on many types of Capital Improvement Projects, including street reconstruction, street widening, overlay and slurry seal, bridge construction, flood control and drainage, water and sewer improvements, traffic signals, signing and striping, and landscape and park improvements. Mr. Freij has provided QA/QC on many of Willdan's PMP Reports and is a valued member of this project team. With his background he is ideally suited to review the output of the program to ensure that it meets the quality and usefulness standards of the City.



Name/Title	Relevant Experience	Education/Registrations
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**Senior Advisor**

<p><b>Mr. Thomas Kirk, PE</b></p>	<ul style="list-style-type: none"> <li>▪ Senior advisor for all pavement engineering at Willdan</li> <li>▪ Over 30 years experience with pavement management and road rehabilitation engineering and construction</li> <li>▪ Architect of Willdan's enhanced PMP system software</li> </ul>	<ul style="list-style-type: none"> <li>▪ University of California, Los Angeles, Bachelor of Science, Civil Engineering, Specialty in Construction Engineering Civil Structures</li> <li>▪ Graduate Study in Computer Information Systems</li> <li>▪ Computer Programming Certificate RCE, California, No. 31843</li> </ul>
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Mr. Thomas Kirk, PE, is a Project Manager and Pavement Engineer at Willdan Engineering and will provide consultation for project implementation. He has been fully involved in research and development of pavement maintenance techniques for the past 25 years. Mr. Kirk keeps abreast of all developments in pavement maintenance methods and pavement management programs. His field of specialization in the civil structural area is applied to determining the practicality of various maintenance methods. He played a central role in the development of the Willdan PMP and its later enhancements. As a Senior Advisor, Mr. Kirk will provide Ms. Hughes with technical support and pavement engineering and design supervision in an as-needed capacity.

**GIS Specialist**

<p><b>Mr. Rex Miller</b></p>	<ul style="list-style-type: none"> <li>▪ ArcGIS software expert with 23 years of experience in a variety of GIS and GIS related software applications</li> <li>▪ Performed GIS linkage and mapping on numerous pavement management programs</li> </ul>	<ul style="list-style-type: none"> <li>▪ GIS Courses from Environmental Systems Research Institute (ESRI)</li> <li>▪ BS, Civil Engineering, University of Texas, Arlington</li> </ul>
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Mr. Rex Miller, PE has 13 years of experience as a civil engineer and 8 years experience providing technical support to civil engineering software users. He currently provides GIS consulting services to civil engineering firms and public agencies, and has provided GIS integration with pavement management programs for a number of cities. Mr. Miller will prepare the GIS linkage updates and report exhibits for this project.

**Data Collection/Pavement Rater**

<p><b>Mr. Mohsen Soumi</b></p>	<ul style="list-style-type: none"> <li>▪ Has rated thousands of miles of pavement utilizing the Willdan enhanced data collection system</li> <li>▪ 20 years of experience in pavement rating and ACAD drafting</li> </ul>	<ul style="list-style-type: none"> <li>▪ Glendale Community College and Long Beach Community College Engineering and Architectural Major</li> </ul>
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Mr. Mohsen Soumi is a highly experienced pavement management program street rater. He has rated well over a thousand miles of local streets, arterials, and alleys using a number of different systems over the past 7 years. Using GIS maps and summary tables prepared by Mr. Miller, Mr. Soumi will collect the field data for the system. The field rating will be comprehensive, accurate, and consistent, with the segments properly defined. Any inaccuracies discovered in the 2009 data set will be identified and corrected for the 2012 update, including combining or splitting existing segments as appropriate based on field conditions.



### Team Availability

Our mission is “to achieve business success by delivering superior quality services to our clients” from initial project analysis through final report. Through all phases of project management, our emphasis is on strong leadership, cost-effectiveness, timely performance, the ability to meet project schedules and consistent reciprocal communication with clients and internal and external resources.

**Responsiveness.** The goal of the Willdan team is always to manage the project in the manner that agency staff would if they had the time and resources to do so. We respond to the project needs as an extension of the City’s staff. In addition, with each project, we seek to understand the objectives of the project or task, the regulatory environment that surrounds it, the community concerns that affect it, and the technical needs that will bring it to a successful conclusion. We will seek to work seamlessly with agency staff and other stakeholders for success.

The following table illustrates the current workload of the project Team and their availability/commitment for the City of Moreno Valley’s project. Each team member is committed to this project for the duration of the contract and has adequate availability and expertise to successfully complete the requested services. The workload and availability summarized below represent a monthly average based on anticipated work assignments that are concurrent with this project schedule. The weekly commitment will vary to meet the project demands as appropriate. For instance, Mr. Soumi will be assigned to Moreno Valley at 100% commitment during the time he is performing the street rating and data upload assignments.

Team Member/Project Role	Current Workload	Availability/Commitment
Roxanne Hughes, PE – Project Manager/Pavement Engineer	70%	30%
Adel Freij, PE – Quality Assurance	80%	20%
Tom Kirk, PE – Senior Advisor	35%	65%
Rex Miller – GIS Specialist	35%	65%
Mohsen Soumi – Pavement Rater	10%	90%

### Quality Control/Quality Assurance

1. Pavement raters are always “retrained” at the beginning of any rating assignment by our pavement engineer in charge of database development. They are coached and tested on ratings the first morning, and their progress rechecked and verified within a few hours thereafter. The process will involve an independent rating by our engineer shortly after ratings by pavement raters. This process of quality assurance rating will continue for the first couple of days, or as needed until the consistency is established.
2. Supervisory proofing is provided on a spot-check basis throughout the assignment by our pavement engineer at a level of 20-25% of mileage. As described in the scope of work, this is accomplished by randomly selecting five percent of the rating forms as each City quadrant is completed and completing and independent field review of these street segments.





3. Data is first output to a spreadsheet to which formulas are attached to verify completeness and reasonableness of data. Sort and search macros are performed along with additional formulas to further verify field contents of the database.
4. After assimilation of the database in the spreadsheet is complete and verified on an automated basis, our pavement engineer scans, and searches for inconsistencies, prior to any use of the data.
5. Various query routines are run to provide groups of streets with same characteristics to verify functionality of the database for consistency in general. A quality assurance backcheck is performed to review the calculated results against the originating field review forms directly in order to ensure that the observed field conditions are in alignment with the calculated results. Only at that point is the data considered usable.
6. After our pavement engineer prepares the information output reports, various staff members review these reports, for overall usefulness and meaningfulness.
7. Independent proofreaders review all written documentation with both laymen and engineering backgrounds prior to publishing.

### Project Schedule

The proposed project schedule is provided on the next page. This schedule is based on completing milestones per the City's target dates stated in the RFP, adjusted to the scope of work we have outlined above. Since the City has a MicroPaver based system network that will provide a solid foundation for this update, the progress should be direct and conform to the schedule included in this proposal. Many previous systems have followed this track and generally conformed to their schedules with only minor offsets due to various unforeseen factors.





## Project Fees

Willdan Engineering is please to submit our fee proposal for professional engineering and consulting services to update the City's Pavement Management Program (PMP). We look forward to the opportunity to assisting the City in completing this very important project.

The cost for performing the PMP Update to include inspection of all 486 miles of City streets \$117,000. A detailed manpower breakdown by task for this fee is show in the table below.

### Detailed Manpower Breakdown by Task

CITY OF MORENO VALLEY									
2012 Pavement Management Program Update									
<i>PROJECT FEE</i>									
<i>WILLDAN</i>	QA/QC	Principal	Senior	GIS	Tech Aide	Clerical	Total	Direct	Total
Description	Manager	Project	Advisor	Specialist	Pavement		Hours	Costs	Fee
	\$180	\$170	\$140	\$120	\$68	\$65			
<b>Program Management</b>									
Project Management		34				8	42		\$6,300
Kick-off Meeting		4		4		1	9		\$1,225
<b>SUBTOTAL</b>	<b>0</b>	<b>38</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>9</b>	<b>51</b>	<b>\$0</b>	<b>\$7,525</b>
<b>Field Survey</b>									
Field Rating - ALL STREETS		16	16	12	730		774	500	\$56,540
QA/QC Summary Report	2	4	4			2	12	200	\$1,930
<b>SUBTOTAL</b>	<b>2</b>	<b>20</b>	<b>20</b>	<b>12</b>	<b>730</b>	<b>2</b>	<b>786</b>	<b>\$700</b>	<b>\$58,470</b>
<b>Inventory and Data Upload</b>									
Input Field Rating Data		12			144		156		\$11,832
Update GIS-PMP linkages		4		12	4		20		\$2,392
Upload Database		6		2			8		\$1,260
Update Work History		8					8		\$1,360
<b>SUBTOTAL</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>14</b>	<b>148</b>	<b>0</b>	<b>192</b>	<b>\$0</b>	<b>\$16,844</b>
<b>PMP Update and Analysis</b>									
Establish Program Parameters		8	4			2	14		\$2,050
Data Processing and Analysis		28	12	4		2	46		\$7,050
<b>SUBTOTAL</b>	<b>0</b>	<b>36</b>	<b>16</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>60</b>	<b>\$0</b>	<b>\$9,100</b>
<b>Reporting and Submittals</b>									
Preliminary PMP Data Report	4	12	4			4	24	\$50	\$3,630
Analysis and Consultation		6	2				8		\$1,300
GIS-PMP Update and Mapping		4		40			44		\$5,480
Final PMP Report	8	24	2				34	\$150	\$5,950
<b>SUBTOTAL</b>	<b>12</b>	<b>46</b>	<b>8</b>	<b>40</b>	<b>0</b>	<b>4</b>	<b>110</b>	<b>\$200</b>	<b>\$16,360</b>
<b>Technical Support</b>									
Assist with CIP Preparation		4		4			8		\$1,160
Respond to Inquiries		4		4			8		\$1,160
<b>SUBTOTAL</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>\$0</b>	<b>\$2,320</b>
<b>Additional Work if Requested by the City</b>									
<b>TOTAL PMS UPDATE FEE</b>	<b>14</b>	<b>178</b>	<b>44</b>	<b>82</b>	<b>878</b>	<b>19</b>	<b>1215</b>	<b>\$900</b>	<b>\$117,000</b>

This fee is based on 3,364 segments in 486 miles of streets and alleys to be field rated. Unit price per segment for additional segments shall be \$200 each.



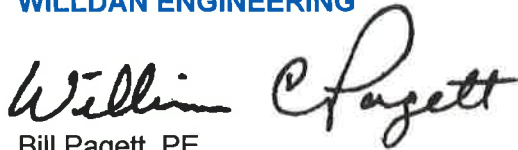
The individual authorized to make representations to the City is:

Mr. Bill Pagett, PE, City Engineering Director  
Willdan Engineering  
13191 Crossroads Parkway North, Suite 405  
Industry, CA 91746  
(562) 908-6214, Email: [bpagett@willdan.com](mailto:bpagett@willdan.com)

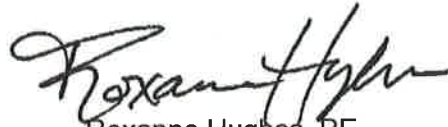
We would be pleased to meet with you or your staff to review more closely the advantages that Willdan can provide for your pavement management program update. Please contact myself at (562) 908-6214 or email [bpagett@willdan.com](mailto:bpagett@willdan.com) or our Project Manager, Ms. Roxanne Hughes, PE, at (805) 653-2210 or email at [rhughes@willdan.com](mailto:rhughes@willdan.com) to arrange a mutually convenient time for those discussions.

Respectfully submitted,

**WILLDAN ENGINEERING**



Bill Pagett, PE  
City Engineering Director



Roxanne Hughes, PE  
Principal Project Manager





Resume Appendix



## Roxanne C. Hughes, PE

### Principal Project Manager

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**Education**

*B.S. Civil Engineering  
California Polytechnic  
University, SLO*

**Registration**

*California, CE 62381*

**Affiliations**

*American Society of Civil  
Engineers  
American Public Works  
Association*

**14 Years Experience**

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**Ms. Hughes** is a Principal Project Manager in the City Engineering Group of Willdan. She has worked in varying aspects of Civil Engineering for over 14 years. Primary responsibilities include city engineering, project management, pavement engineering, street design, stormwater engineering and coordination and oversight of public works plan checking. Ms. Hughes has also served as the Deputy City Engineer for the City of Westlake Village since 2006.

### Project Experience

#### Pavement Management

**City of Ridgecrest, Pavement Management Services.** Ms. Hughes provided pavement engineering services for conversion to MicroPaver and update of the 2002 citywide pavement management system from Street Saver. Services provided included creation of a citywide database describing all roadway segments with current pavement condition and historical treatment data for upload to MicroPaver, GIS linkage for use in the City's GIS and generating a full pavement management report with a five-year maintenance and rehabilitation strategy using assigned budgets.

**City of South Gate, Pavement Management Services.** Ms. Hughes is the project manager for the 2011 Pavement Management System update for the City of South Gate. Services include updating the existing a citywide database to include construction history that has occurred since the 2008 PMS was completed, develop and upload current pavement condition for the citywide bus routes, update GIS linkage for use in the City's GIS and generating a full 2011 pavement management report with a five-year maintenance and rehabilitation strategy using assigned budgets. The 2008 inspection data will be used for the streets and alleys that are not included in the pavement condition assessment along the bus routes.

**City of Calabasas, Pavement Management Services.** Ms. Hughes provided pavement engineering services for preparation of a citywide pavement management system. Services provided included creation of a citywide database describing all roadway segments with current pavement condition and historical treatment data, and generating a full pavement management report with a five-year maintenance and rehabilitation strategy using assigned budgets.

**Morongo Band of Mission Indians, Pavement Management and Design Services.** Ms. Hughes provided pavement engineering services to include preparation of a reservation-wide roadway pavement management system, projection of alternative roadway rehabilitation strategies, selection of an optimal strategy, and preparation of plans, complete specifications and engineer's cost estimate for implementation of a reservation-wide ARHM overlay project.

**City of Westlake Village, Pavement Design and Construction Engineering Services.** Ms. Hughes has provided ongoing pavement evaluation and maintenance program management for the City of Westlake Village since year 2000. Services provided include an annual review of the City street network, corresponding update of Capital Improvements Projects and implementation of the CIP street projects from design through construction. Implementation includes provision of complete Plans, Specifications and Cost Estimate, advertisement of bid, award of contract, construction management and project close out through notice of completion and release of retention. In years that STPL funds are programmed, the scope of work also includes full administration of the federal funding process to secure the funds, ensure federal compliance during construction and invoice Caltrans for reimbursement.

**City of Calabasas, Annual Street Maintenance Program and Construction Engineering Services.** Ms. Hughes prepared the federal Request for Authorization



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**Roxanne C. Hughes, PE**  
*Continued*

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to Proceed with Construction, the plans, complete specifications and engineer's cost estimate for the federally funded Las Virgenes Road Overlay project in the City of Calabasas. This project included street repair, ARAM construction and Asphalt Rubberized Hot Mix (ARHM) overlay. Ms. Hughes also provided federal construction administration, labor compliance and construction inspection services for this project.

**City of Fillmore, Pavement Management and Construction Engineering Services.** Ms. Hughes provided pavement engineering services for updating the city-wide computerized Pavement Management System, preparing PS&E for the Annual Street Maintenance Program, and implementation of the resulting citywide ARHM overlay project. Pavement management services provided include performing pavement inspections, updating the PMS database, generating pavement condition reports, recommending streets for overlay/slurry seal and preparing plans, complete specifications and engineer's cost estimate for the City's FY 2001/02 Street Maintenance Program. The City's street maintenance program includes construction of ARHM overlay on streets selected for rehabilitation and Type II slurry seal on streets selected for maintenance. The project specifications prepared for the City's 2002 Street Overlay Project included implementation of innovative specifications to control asphalt-rubber binder production and mix design selection that resulted in a requirement for high quality ARHM product on this job. Construction engineering services provided include assisting the City with bid package preparation and advertisement, answering questions and issuing addenda during the bid period, conducting the pre-construction meeting, requesting, reviewing and approving all payroll, materials and mix design submittals for conformance with specifications, providing plant inspection and site inspection full time during project start-up and coordinating on-going construction observation, quality assurance testing and plant inspection for the duration of the project, preparing and processing change orders as necessary, tracking final quantities, reviewing and approving contractor invoicing, keeping a complete construction file and providing a final construction engineering report at project completion.



## Adel M. Freij, PE

### Quality Assurance/Control

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#### Education

BS, Civil Engineering  
University of Missouri,  
Kansas City  
Resident Engineer Academy

#### Registration

Civil Engineer, California, No.  
55564

#### Affiliations

American Society of Civil  
Engineers  
American Public Works  
Association  
Construction Management  
Association of America  
Los Angeles City and County  
Engineers Association

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#### 22 Years Experience

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**Mr. Freij** is an accomplished project manager and construction manager for large-scale multi-discipline public works projects who is recognized for providing innovative quality engineering and construction management services and meeting clients' project budgets and schedules. A Principal Project Manager for Construction Management and City Engineering, Mr. Freij has 22 years of engineering and construction management experience on many types of Capital Improvement Projects, including street reconstruction, street widening, overlay and slurry seal, bridge construction, flood control and drainage, water and sewer improvements, traffic signals, signing and striping, and landscape and park improvements. Mr. Freij is proficient at managing multiple subconsultants and combining various disciplines, often acting as an extension of Agency/City staff to provide close overall supervision of the engineering and construction management services on local, state, and federally funded projects.

#### Project Experience

**City of South Gate, California Avenue Improvements.** Project/ Construction Manager for the design and construction management services for the California Avenue Street Improvement project, with limits from the north city limit to the south city limit. The project included asphalt-rubber hot mix (ARHM) overlay, concrete repairs, access curb ramps in compliance with ADA requirements, video detection, LED, communication conduits, street lighting, and signing and striping. California Avenue is a key corridor in the City of South Gate that serves the Civic Center, where City Hall and the Police Department are located, and fronts various residential and commercial properties. Willdan's services included civil and traffic engineering design, pavement engineering, contract administration, construction observation, utility coordination, monument restoration, material testing, and federal labor compliance. The project was funded by STPL federal funds, Proposition C, and Gas Tax funds.

**City of South Gate, Otis Street Improvements.** Project/Construction Manager for the engineering design and construction management services for the Otis Street Improvement project, with limits from the north City limit to the south City limit. The project included asphalt-rubber hot mix (ARHM) overlay, new concrete gutter, concrete repairs, access curb ramps in compliance with ADA requirements, video detection, LED, communication conduits, signing and striping, and street lighting. Willdan's services included civil and traffic engineering design, pavement engineering, contract administration, construction observation, utility coordination, monument restoration, and material testing.

**City of South Gate, Streets and Alleys Improvements.** Project/Construction Manager for the engineering design, pavement engineering, design and construction survey, utility coordination, monument restoration, contract administration, construction observation, federal labor compliance, and material quality assurance services for the City's Street Replacement Program Phases I and II, and Alley Replacement Program Phase III. The improvements included reconstruction of alleys with PCC pavement and resurfacing of various City streets with ARHM; installation of concrete gutter where curb only existed; repair of damaged curb, gutter and sidewalk; and installation of curb ramps in compliance with ADA requirements. The project was federally funded utilizing CDBG funds.

**City of South Gate, Atlantic Avenue Improvements.** Project Manager for the civil and traffic engineering design, pavement engineering, design survey, landscape architectural design, and utility coordination services for Atlantic Avenue improvements between Firestone Boulevard and south city limit. The proposed improvements included asphalt-rubber hot mix overlay, raised landscaped medians,



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**Adel M. Freij, PE**  
*Continued*

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irrigation system, ADA access curb ramps, concrete repairs, communication conduits, and signing and striping. The project was federally funded with a construction cost of approximately \$4 million.

**City of Maywood, Local Street Rehabilitation.** Project Manager for construction management services for the Local Streets Rehabilitation project on 52nd Street, from Maywood Avenue to Corona Avenue, and on Randolph Street, from Atlantic Boulevard to west city limit. The project general items of work included Asphalt Rubber Hot Mix (ARHM) overlay, cold milling, concrete repairs, curb ramps in compliance with ADA requirements, roadway striping, and traffic loop replacement. Willdan services included contract administration, construction observation, utility coordination, engineering support, and material testing.

**City of La Puente, Street Rehabilitation (ARRA 1 Savings).** Project Manager for the design services for the Street Rehabilitation (ARRA 1 Savings) project. The project included engineering design, project management, and funding administration to prepare the request for authorization to proceed with construction (E-76) services for the street improvements on the following streets: Loukelton Street, from Hacienda Boulevard to east City limit; Unruh Avenue, from Amar Road to Hacienda Boulevard. The project included the following improvements: resurfacing of streets with Asphalt-Rubber Hot Mix (ARHM); reconstruction of existing damaged and uplifted concrete sidewalk, curb and gutter, portion of cross gutter, and drive approaches; reconstruction of existing damaged A.C. pavement; installation of new access curb ramps in compliance with the Americans with Disabilities Act (ADA) requirements; including truncated domes; and installation of traffic signal loops and signing and striping.

**City of La Puente, Hacienda Boulevard Improvement Project.** Project Manager for construction management services for the Hacienda Boulevard Improvement Project, from Nelson Avenue to Amar Road. The project general items of work included Asphalt Rubber Hot Mix (ARHM) overlay, cold milling, pavement reconstruction, concrete repairs, curb ramps in compliance with Americans with Disabilities (ADA) requirements, and pavement markings. Willdan services included contract administration, construction observation, utility coordination, funding administration, federal labor compliance, and material testing. The project was federally funded by the ESPL funds.





## Thomas P. Kirk, PE

### Senior Engineer

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#### Education

University of California, Los Angeles  
Bachelor of Science, Civil Engineering  
Specialty in Construction Engineering Civil Structures  
Graduate Study in Computer Information Systems  
Computer Programming Certificate

#### Registration

RCE, California, No. 31843

#### Affiliations

American Public Works Association  
Asphalt Road Recyclers Association  
Street Superintendents and Maintenance Association

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#### 30 Years Experience

**Mr. Kirk** is a Senior Advisor for Willdan. Mr. Thomas Kirk's responsibilities include pavement management systems, pavement engineering design and pavement construction engineering services. His pavement engineering has been coupled with construction and materials engineering duties on over 300 overlay projects, a large portion of them utilizing the latest state of the art materials to eliminate reconstruction costs. His experience in pavement management systems and pavement design and construction spans 30 years. Mr. Kirk served as Deputy City Engineer of City of Rosemead and City of Monterey Park, and prior to working for Willdan, he served as Director of Public Works for the City of Sierra Madre.

#### Project Experience

**City of Ridgecrest, Pavement Management Services.** Mr. Kirk was a senior advisor for providing pavement engineering services for conversion to MicroPaver and update of the 2002 citywide pavement management system from Street Saver. Services provided included providing oversight and consultation for the creation of a citywide database describing all roadway segments with current pavement condition and historical treatment data for upload to MicroPaver, GIS linkage for use in the City's GIS and generating a full pavement management report with a five-year maintenance and rehabilitation strategy using assigned budgets.

**City of South Gate, 2008 and 2011 Pavement Management System Update.** Mr. Kirk provided professional pavement engineering-management services to update the City of South Gate MicroPaver pavement management system, including over 1,200 street segments. Development of a complete GIS mapping system was also provided for the PMS. Mr. Kirk is also a senior advisor for the 2011 Pavement Management System that is currently under way.

**City of Lakewood, Pavement Management System.** Mr. Kirk managed the creation of the City's pavement management system within the Cartegraph platform. To expedite the process, the system data was first uploaded into MicroPaver and then was transferred to Pavementview Plus. Mr. Kirk developed a comprehensive system of rehabilitation protocols and carefully structured a logic tree of decision-making. Prioritization of major maintenance was established on a benefit/cost ratio. Network projections with targeted budgets at varying PCI ranges were applied using Cartegraph to arrive at optimal budgets.

**City of Rancho Palos Verdes, 2009 Pavement Management System Update.** Mr. Kirk provided professional pavement engineering-management services to update the City of Rancho Palos Verdes MicroPaver based pavement management system with over 700 street segments.

**City of Brookings, Oregon, 2008 Pavement Management System.** Mr. Kirk provided professional pavement engineering-management services and PMS segment definitions to provide for creation of the City of Brookings MicroPaver based pavement management system. Development of a complete GIS mapping system was also provided for the PMS.

**City of Temecula, 2008 Pavement Management System Update.** Mr. Kirk provided professional pavement engineering-management services to update the City of Temecula MicroPaver pavement management system, including over 2,000 street segments. Development of a complete GIS mapping system was also provided for the PMS.

**City of Rolling Hills Estates, 2002, and 2005 and 2008 Updates Pavement Management System.** Mr. Kirk provided professional pavement engineering-management services to update the City of Rolling Hills Estates' pavement



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Thomas P. Kirk, PE  
Continued

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management system as part of its conversion to MicroPaver. Development of a complete GIS mapping system was also provided for the PMS.

**City of Paramount, Pavement Management System** -Three years after Mr. Kirk converted the City's existing Pavement Management System (PMS) to MicroPAVER, the system was updated in 2007. Mr. Kirk managed the entire project, which included extracting data from MicroPAVER to develop prioritized maintenance listings for major and minor maintenance. Network projections of performance under numerous budgeting scenarios targeted and varying PCI ranges were performed to arrive at the optimum budget distribution to various pavement condition levels. (Projection software separate from MicroPAVER was used due to limitations of accuracy and flexibility of the MicroPAVER system.). Development of a complete GIS mapping system was also provided for the PMS.

**City of Lomita, Pavement Management System.** Mr. Kirk managed the creation of the City's pavement management system within the Cartegraph platform. To expedite the process, the system data was first uploaded into MicroPaver and then was transferred to Pavementview Plus. Mr. Kirk developed a comprehensive system of rehabilitation protocols and carefully structured a logic tree of decision-making. Prioritization of major maintenance was established on a benefit/cost ratio. Network projections with targeted budgets at varying PCI ranges were applied using Cartegraph to arrive at optimal budgets.

**City of Rancho Palos Verdes, 2009 and 2006 Update Pavement Management System Update.** Mr. Kirk provided professional pavement engineering-management services to update the City of Rancho Palos Verdes MicroPaver based pavement management system with over 700 street segments. Development of a complete GIS mapping system was also provided for the PMS.

**City of Bellflower. 2007 Pavement Management System.** Mr. Kirk managed the conversion and update of the cities previous PMS to MicroPAVER in 2006. The data then was extracted and processed using macro spreadsheets to develop prioritizations for major rehabilitation based on crack quantities and types. Benefit/cost ratio was used as the basis of priority for major maintenance recommendations. The data collected included crossfall along the parking lanes to allow for varying strategies of rehabilitation based on severity of the crossfall. Network projections with targeted budgets at varying PCI ranges were applied outside of MicroPAVER to arrive at optimal budgets.



## Rex B. Miller, EIT

### Senior GIS Analyst

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**Education**

*BS, Civil Engineering  
University of Texas at  
Arlington*

**Certification**

*Engineer in Training  
Texas State Board of  
Registration for Professional  
Engineers*

**23 Years Experience**

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**Mr. Miller** has 15 years of experience as a civil engineer and 8 years experience providing technical support to civil engineering software users. He currently serves as Sr. GIS Analyst and coordinates all GIS-related activities at Willdan. He is responsible for training engineers and technicians in the use of GIS. He works with the IT Department to acquire, install and configure GIS hardware, software and databases. Mr. Miller is also proficient in the use of CAD systems and provides expertise in CAD/GIS interoperability. He is familiar with software for hydraulic modeling and coordinates geometry calculations and has experience in optimizing GIS databases for use as a data source for analysis and design applications. He uses GIS to support administration, planning and management activities of government agencies. He has experience in linking spreadsheets and databases to interact with GIS. In addition, Mr. Miller provides GIS consulting, training and staffing throughout the Willdan Group of Companies (WGI), which include disciplines such as municipal planning, public agency accounting and financing, geotechnical engineering, environmental engineering, land surveying, traffic analysis, transportation planning, law enforcement, emergency response and disaster management.

### Project Experience

**Various Cities, Pavement Management System Linkage to GIS.** Rex has prepared GIS rating maps and exhibits for Pavement Management System implementation and updates for various clients. When requested the GIS data files are linked with the City's GIS system to provide PMS data availability to City staff. Clients include:

South Gate  
Paramount  
Bell Gardens  
Hawaiian Gardens  
Temecula

Rancho Palos Verdes  
Rolling Hills Estates  
Rosemead  
Maywood  
Lomita





## Mohsen Soumi

### Pavement Rater

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**Education**  
High School Graduate  
Glendale Community College  
and  
Long Beach Community  
College  
Engineering and Architectural  
Major

**Mr. Soumi** has provided pavement rating and reconstruction repair marking and recording for thousands of miles of streets in many cities throughout Southern California. Mr. Soumi has demonstrated the consistent, methodical and meticulous workmanship on all of his projects.

Prior to and in concurrent years while working for Willdan, Mr. Soumi had numerous CAD drafting assignments over the past 20 years. His experience included design of parking lots with full parking lot lighting and improvements in street public right-of-way. Permit acquisition was also an important duty.

### Project Experience

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**20 Years Experience**  
**CAD Drafting, Pavement**  
**Design and Construction**  
**Inspection and GIS**  
**Development**

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#### Pavement Management System Project Experience

Mr. Soumi provided pavement rating services to update the following City's pavement management systems.

- City of Ridgecrest, FY2010-11 Pavement Management System Update.
- City of South Gate, 2008 and 2011 Pavement Management System Update.
- City of Temecula, 2008 Pavement Management System Update.
- City of Rancho Palos Verdes, 2008 Pavement Management System Update.
- City of Paramount, 2009 Pavement Management System Update.
- City of Lomita, 2006 Pavement Management System.
- City of Rolling Hills Estates, 2008 Pavement Management System.
- City of Hawaiian Gardens, 2008 Pavement Management System.
- City of Rosemead, 2004 Pavement Management System.
- City of Agoura Hills, 2004 Pavement Management System.
- City of Lakewood, 2008 Centralia Street Rehabilitation Project.
- City of Lakewood, 2008 South Street Rehabilitation Project.
- City of Lakewood, 2009 Citywide ARRA Arterial Street Rehabilitation Project.
- City of Paramount, 2009 Alondra Street ARRA Arterial Rehabilitation Project.
- City of La Puente, 2010 ARRA Various Street Rehabilitation Project.
- City of Paramount, 2009 Alondra Street ARRA Arterial Rehabilitation Project.

#### Construction Inspection Experience

**City of Indian Wells, 2009 Crackfill Project.** Provided construction inspection services for the City's Fire Access Maintenance District crackfill project.

**City of Indian Wells, 2009 Asphalt Rubber Slurry Project.** Mr. Soumi provided construction inspection services for the City's Fire Access Maintenance District project using Tire Rubber Modified Asphalt Slurry.

#### Cad Drafting Project Experience

**City of Rosemead, 2004 Rosemead Boulevard Relinquishment Study.** Provided field survey and CAD drafting for the street deficiency inventory and study.

#### GIS Development Experience

**City of Long Beach, 2000 City of Long Beach GIS/PMS Project.** Provided computer GIS services to develop the City's GIS system.



CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT "C"**

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$117,000.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org). Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at [zara@moval.org](mailto:zara@moval.org) or calls directed to (951) 413-3131.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

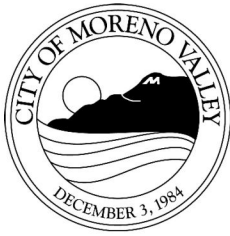
completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)

5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
  
6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

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**EXHIBIT "D"**



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

## Report to City Council

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**TO:** Mayor and City Council and the City Council Acting as the Successor Agency

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** August 28, 2012

**TITLE:** AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO POWELL CONSTRUCTORS INC. FOR SR-60/MORENO BEACH DRIVE INTERCHANGE PHASE 1 IMPROVEMENTS – PROJECT NO. 801 0038 70 77 [FORMERLY PROJECT NO. 07-41570024]

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for SR-60/Moreno Beach Drive Interchange Phase 1 Improvements to Powell Constructors Inc. (Powell), 8555 Banana Avenue, Fontana, CA 92335, the lowest responsible bidder.
2. Acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board approval.
3. Authorize the issuance of a Purchase Order for \$6,693,170.50 (\$5,354,536.40 bid plus 25% contingency of \$1,338,634.10) to Powell 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 Powell, up to but not to exceed the Purchase Order's total contingency amount of \$1,338,634.10, subject to the approval of the City Attorney.
5. Authorize intermittent full road closures of (1) Moreno Beach Drive between Ironwood Avenue and Trail Ridge Way and (2) Eucalyptus Avenue between Fir Avenue and Motor Way for the duration of construction anticipated to start on October 1, 2012 and be completed by October 1, 2013.

6. Authorize the City Engineer to extend the intermittent full road closures for another 90 days from the anticipated completion date due to unforeseen construction issues.
7. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements, punch-list items, and Caltrans acceptance are completed by Contractor.
8. Authorize the Public Works Director/City Engineer to accept improvements into the City's maintained system upon acceptance of the improvements as complete.

**BACKGROUND**

The SR-60/Moreno Beach Drive Phase 1 project is one of the key projects in the City Manager's Economic Development Action Plan. Phase 1 improvements are designed to reconstruct the eastbound on- and off-ramps to SR-60 and connect the west leg of Eucalyptus Avenue to Moreno Beach Drive. On November 29, 2007, Caltrans approved the Initial Study/Negative Declaration for the project. The "project" was defined as both SR-60/Moreno Beach Interchange and SR-60/Nason Overcrossing. Caltrans completed two subsequent environmental re-validations. The first re-validation was completed on September 8, 2010, which covered splitting the SR-60/Moreno Beach and the SR-60/Nason improvements into two separate projects. The second re-validation was completed on August 18, 2011, which covered splitting the SR-60/Moreno Beach improvements into Phase 1 (south side) and Phase 2 (north side and overcrossing bridge). On December 13, 2011, the City Council approved a Construction Cooperative Agreement with the State of California for the construction phase, giving the City authority to advertise, award, and administer the construction of Phase 1. Design and right-of-way for Phase 1 have been completed and approved by Caltrans, and the project was advertised for bids.

**DISCUSSION**

Formal bidding procedures were followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m. on August 13, 2012. Five (5) bids were received as follows:

		Total Bid Amounts
1.	<b>Powell Constructors Inc. – Fontana*</b> .....	<b>\$ 5,354,536.40</b>
2.	Riverside Construction Company – Riverside .....	\$ 5,399,102.50
3.	Yakar – San Dimas* .....	\$ 5,894,997.54
4.	USS Cal Builders – Stanton* .....	\$ 6,052,063.00
5.	Ortiz Enterprises Incorporated – Irvine* .....	\$ 11,258,821.30

*\* Bid amount differs from Bidder's Proposals due to calculation errors.*

The lowest responsible bidder was determined by the bid amount as stipulated in the bidding documents. Staff reviewed Powell's bid and finds Powell to be the lowest

responsible bidder in possession of a valid license and bid bond. No material issues were identified through review of references submitted by Powell in their bid. All bids received were reviewed for completeness, accuracy and conformance with bidding instructions. During bid analysis, four bidders made calculation errors. As a result, the total bid amounts reflected above include the adjustments made in accordance with the Bid Documents as stipulated in the Bidders Proposal Instructions. The adjustments did not change the determination of the lowest bidder.

The recommended contract award is \$5,354,536.40. A 25% contingency is recommended in order to be able to quickly handle potential changes and due to the fact that the low bid was substantially below the engineer's estimate.

The contract duration is two hundred twenty (220) working days, or approximately eleven months, starting from contract award. The timeframe includes pre-construction contractor submittals and permits, and actual construction. Detailed improvements to the SR-60/Moreno Beach Drive Interchange include realigning the SR-60/Moreno Beach eastbound off-and-on-ramps, adding an eastbound auxiliary lane, installation of a new traffic signal at the new intersection of the eastbound ramps and Moreno Beach Drive, adding a retaining wall, adding ramp metering, extension of Eucalyptus Avenue to Moreno Beach Drive, modification of the traffic signal at the intersection of Eucalyptus Avenue and Moreno Beach Drive, utility relocations, irrigation, and related work.

The project staging requires intermittent full closures of the eastbound ramps, Moreno Beach Drive, and Eucalyptus Avenue in the vicinity of the project area. The project specifications limit the closures to overnight and short duration closures. The Public Works Department is requesting intermittent full road closures of Moreno Beach Drive between Ironwood Avenue and Trail Ridge Way, and Eucalyptus Avenue between Fir Avenue and Motor Way as necessary, to facilitate construction for the duration of construction anticipated to start on October 1, 2012 and be completed on or before October 1, 2013. The request for the road closures is due to major improvement work including, but not limited to, reconstructing and realigning the eastbound ramps and Moreno Beach Drive, installing traffic signals, and completing Eucalyptus Avenue from 1000 feet west of Moreno Beach Drive to Moreno Beach Drive, and related improvements. Authorization is also requested for the City Engineer to extend the road closures for 90 days beyond the anticipated completion date due to unforeseen delays.

The project also specifies short-term full closures of up to three days for the eastbound on- and off-ramps, as well as short-term driveway closures to Super Walmart and Panda Express. The closures will be coordinated with the owners and the Contractor will provide alternate access to the facility. The Contractor will notify, and provide safe ingress and egress to, all potentially affected motorists, businesses, law enforcement, the Fire Department, the school district, and other interests, as required by the project's specifications and Traffic Management Plan. The closures and detour plans/traffic control plans have been included in the approved project plans and specifications.

The recommended contract award is an action of the City Council acting as the Successor Agency of the former City of Moreno Valley Redevelopment Authority. The recommended actions are included on the Recognized Obligations Payment Schedule (ROPS) approved by the City Council acting as the Successor Agency on April 10, 2012. The Successor Agency Oversight Board approved the ROPS for the period July 1, 2012 through December 31, 2012 on May 9, 2012, which has subsequently been approved by the State Department of Finance (DOF). This ROPS approval includes “placeholder” line items representing the expenditure of bond proceeds for approval purposes. The Successor Agency approval of this contract is required to move forward toward complete approval and compliance with AB1x 26 law. The contract will be presented to the Successor Agency Oversight Board, along with an updated ROPS that will include the contractor listed as an enforceable obligation. There is a risk that the Oversight Board may not approve the contract or updated ROPS. In addition, the State Department of Finance (DOF) has the authority to challenge actions approved by the Oversight Board within 10 days of the approved action. In light of the current process for approval of the contract and the updated ROPS, the property tax to pay the contracts being recommended has not been authorized to pay the contract obligations. The City Council by approving the recommended contract is assuming the risk that in the event tax increment is not approved to pay the contracts by the Oversight Board or through successful challenge by the State DOF, the City would be obligated to pay the contract commitments from alternative funding sources, most likely the City’s General Fund.

**ALTERNATIVES**

1. By motion, approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate the timely construction of needed improvements.*
  
2. Do not approve and authorize the recommended acting as presented in this staff report. *This alternative will significantly delay the construction of needed improvements.*

**FISCAL IMPACT**

The project is included in the Fiscal Year 2012/2013 Capital Improvement Program. There is no impact to the General Fund.

**AVAILABLE FUNDS**

Successor Agency 2007 Tax Allocation Bonds	
(Account 4821-70-77-80001 801 0038 70 77).....	\$ 4,879,000
Transportation Uniform Mitigation Fees	
(Account 3003-70-77-80001 801 0038 70 77).....	<u>\$ 3,500,000</u>
Total Project Budget.....	<u>\$ 8,379,000</u>



**CONSTRUCTION COSTS**

Construction (includes contingency).....	\$ 6,700,000
Construction Management & Inspection Services.....	\$ 788,000
Construction Support Services (Design, Geotechnical & Survey) (est.).....	\$ 321,000
Administrative Costs* .....	\$ 170,000
Utility and Agency Inspection and Materials Costs** .....	\$ 150,000
Total Estimated Cost .....	\$ 7,979,000

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

*\*\*Includes EMWD, SCE, Caltrans, RCFC&WCD and CHP.*

**PROJECT SCHEDULE**

Begin Construction.....	October 2012
Construction Completion and Acceptance .....	October 2013

**CITY COUNCIL GOALS**

**REVENUE DIVERSIFICATION AND PRESERVATION:**

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

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

The SR-60/Moreno Beach Interchange Phase 1 Improvements project goal is to improve the interchange through reconstruction and realignment. The project construction is funded utilizing Successor Agency 2007 Tax Allocation Bonds and Transportation Uniform Mitigation Fees (TUMF). City staff recommends awarding a contract for \$5,354,536.40 to Powell to construct these improvements.

**NOTIFICATION**

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

**ATTACHMENTS**

Attachment “A” – Agreement with Powell

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

Department Head Approval  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer

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

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:

## **AGREEMENT**

### **PROJECT NO. 07-41570024**

#### **SR-60/MORENO BEACH DRIVE INTERCHANGE IMPROVEMENTS (PHASE 1) From 0.3 Mile West to 0.4 Mile East of Moreno Beach Drive Overcrossing**

THIS Agreement is by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Powell Constructors Inc., hereinafter called the "Contractor." This Agreement is effective as of the date signed by the City of Moreno Valley.

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

**1. CONTRACT DOCUMENTS.** The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Any and all Contract Change Orders issued after execution of this Agreement
- C. This Agreement
- D. Addenda Nos. 1 & 2, inclusive, issued prior to the opening of the Bids
- E. Special Provisions, including the General Provisions and Technical Provisions
- F. Standard Specifications of the State of California, Department of Transportation, dated May 2006, as amended by Amendments dated June 20, 2012, as modified by the Special Provisions
- G. Reference Specifications
- H. Project Plans
- I. Caltrans Standard Plans
- J. The bound Bidding Documents
- K. Contractor's Certificates of Insurance and Additional Insured Endorsements
- L. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict or discrepancy between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with Section 5-1.04 of the Special Provisions.

**2. REFERENCE DOCUMENTS.** Reference Documents are not considered Contract Documents and were made available to the Contractor prior to the Bid Deadline for informational purposes

**3. SCOPE OF WORK.** The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract

Documents, except as otherwise provided in the Plans, Standard Specifications, or Special Provisions to be the responsibility of others.

#### 4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is Five Million Three Hundred Fifty-four Thousand Five Hundred Thirty-six and 40/100 Dollars (\$5,354,536.40) ("Contract Price"). The Alternate Bid Items selected by the City and included in the Contract are: n/a. It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures.** Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the Special Provisions.

#### 5. CONTRACT TIME.

A. **Contract Time and Notice to Proceed with Construction.** After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed with Construction." The date specified in the Notice to Proceed with Construction constitutes the date of commencement of the Contract Time of **Two Hundred Twenty (220) Working Days**. The Contract Time 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).

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)
- Submitting and obtaining approval of critical required submittals
- Installation of approved Project Information Signs
- Obtaining an approved no fee Caltrans Encroachment Permit
- Obtaining an approved no fee City Encroachment Permit
- Furnishing the Resident Engineer's office

If the City's issuance of a Notice to Proceed with Construction is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

## 6. LIQUIDATED DAMAGES.

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to fulfill the preconstruction requirements and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$5,400.00 per Calendar Day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. **Owner is Exempt from Liability for Early Completion Delay Damages.** While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and Special Provisions regarding compensation for delays.

## 7. INSURANCE.

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the State of California, including its officers, directors, agents (excluding agents who are design professionals), and employees, the City of Moreno Valley,

the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), the Eastern Municipal Water District (EMWD), and Western Riverside Council of Governments (WRCOG), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

**7.3. Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the State of California, including its officers, directors, agents (excluding agents who are design professionals), and employees, the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Eastern Municipal Water District (EMWD), and Western Riverside Council of Governments (WRCOG), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

**7.4. Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the State of California, including its officers, directors, agents (excluding agents who are design professionals), and employees, the City of Moreno Valley, the City Council and each member thereof, and the Moreno Valley Housing Authority (MVHA), the Moreno Valley Community Services District (CSD), the Eastern Municipal Water District (EMWD), and Western Riverside Council of Governments (WRCOG), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

**7.5. Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

**7.6. Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
  - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
  - (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
  - (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
  
2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
  - (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
  - (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
  - (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

**7.7. Insurer Financial Rating.** Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

**7.8. Notices to City of Cancellation or Changes.** Each insurance policy described herein shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by

Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 5-1.16 of the Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: **\$1,000,000** per occurrence / **\$2,000,000** aggregate / **\$2,000,000** products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with **\$1,000,000** combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** 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.



**8. BONDS.** The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The bonds shall name the City as obligee and the State of California, acting through its Department of Transportation, as an additional obligee. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City or the State of California, acting through its Department of Transportation.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Payment Bond and Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorneys' fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

**9. RECORDS.** The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside 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. See Section 5-1.015 of the April 20, 2012, Amendments to the May 2006 Standard Specifications.

**10. INDEMNIFICATION.**

10.1. **General.** To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the State of California, including its officers, directors, agents (excluding agents who are design professionals), and employees, the City of Moreno Valley, its City Council, the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority (MVHA), the Eastern Municipal Water District (EMWD), and Western Riverside Council of Governments (WRCOG), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;

- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees

in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

**10.4. Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

**10.5. Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

**10.6. Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Section 10.

**10.7. No Limitation or Waiver of Rights.** Contractor's obligations under this Section 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Section 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Section 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

**10.8. Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

**10.9. Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

**11. SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

**(SIGNATURE PAGE FOLLOWS)**

CITY OF MORENO VALLEY, Municipal Corporation

Powell Constructors Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Public Works Director/City Engineer
_____ Date

**SIGNING INSTRUCTIONS TO THE CONTRACTOR:**

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

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

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

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

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

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

WITNESS my hand and official seal.

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

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

### 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 Price)**

**PROJECT NO. 07-41570024**

**SR-60/MORENO BEACH DRIVE INTERCHANGE IMPROVEMENTS (PHASE 1)  
From 0.3 Mile West to 0.4 Mile East of Moreno Beach Drive Overcrossing**

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 \_\_\_\_\_, as Principal, hereinafter designated as "Contractor," and City and Contractor 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. 07-41570024**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents 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 and the State of California, acting through its Department of Transportation, 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 Contract Documents 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, the State of California, acting through its Department of Transportation, and their 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 or the State of California, acting through its Department of Transportation, and judgment is recovered, the Surety shall pay all costs incurred by the City or California Department of Transportation in such suit, including reasonable attorneys' fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.



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

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

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 a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

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

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

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

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

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

WITNESS my hand and official seal.

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

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION 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.*

### DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND  
(Title or description of attached document)

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

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

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

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

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

### 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. 07-41570024**

**SR-60/MORENO BEACH DRIVE INTERCHANGE IMPROVEMENTS (PHASE 1)  
From 0.3 Mile West to 0.4 Mile East of Moreno Beach Drive Overcrossing**

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 \_\_\_\_\_, as Principal, hereinafter designated as "Contractor," and City and Contractor 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. 07-41520024**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents 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, and the State of California, acting through its Department of Transportation, 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 the State of California, acting through its Department of Transportation, or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City or California Department of Transportation in such suit, including reasonable attorneys' fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

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

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.

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 a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

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

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

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

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

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

WITNESS my hand and official seal.

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

(Notary Seal)

## DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND

(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 \_\_\_\_\_

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

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

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>BAH</i>
CITY MANAGER	<i>msc</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer and  
Barry Foster, Community & Economic Development Director

**AGENDA DATE:** August 28, 2012

**TITLE:** TRACT MAP 32711 – EXONERATION OF BONDS FOR PUBLIC  
IMPROVEMENTS

FRONTING THE SOUTH SIDE OF JANET K DRIVE AT THE “T”  
INTERSECTION OF BOGUE STREET

DEVELOPER - ISAAC GENAH AND GLORIA M. GENAH,  
TRUSTORS AND TRUSTEES OF THE CSA  
REVOCABLE TRUST DATED SEPTEMBER  
10, 1993  
1430 TANGELO LANE  
LA HABRA HEIGHTS, CA 90631

HANSON A. H. HO, TRUSTEE OF THE HO  
2001 FAMILY TRUST  
2245 KINGSBRIDGE COURT  
SAN DIMAS, CA 91773

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Direct the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32711 to the County Recorder’s Office for recordation.
2. Contingent upon recordation of the Notification of Requirement for Public Improvement by the Riverside County Recorder’s Office, authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32711 for public improvements.

## **BACKGROUND**

On September 8, 2005, the Planning Commission of the City of Moreno Valley approved Tentative Tract Map 32711. The tentative tract map is an infill subdivision that proposes to subdivide 2.32 acres into 9 residential lots.

On July 14, 2009 the City Council of Moreno Valley approved Final Map 32711 and accepted the Public Improvement Agreement and security. The developer was required to construct all public street improvements that included, but are not limited to, asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain, sewer and water. The Agreement for Public Improvements required the developer to provide security for the appropriate improvements. Tract 32711 provided a Faithful Performance Bond in the amount of \$297,000 and a Material and Labor Bond in the amount of \$148,500 issued by Indemnity Company of California.

## **DISCUSSION**

The Developer has requested that the City exonerate the bonds due to non-development of the tract. The Land Development Division staff reviewed the request and determined that since construction of the public improvements was never initiated, we may exonerate the bonds. Per the Government Code 66462, the Developer shall provide a security for construction of all public improvements prior to final map recordation. Since the map has been recorded, the City will place a Notification of Requirement for Public Improvement Security on the tract. This will inform future developers that a Security and Agreement for Public Improvements is required prior to commencing construction.

## **ALTERNATIVES**

1. Authorize the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32711 to the County Recorder's Office for recordation. Contingent upon recordation of the Notification of Requirement for Public Improvement by the Riverside County recorder's Office, authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32711 for public improvements.
2. Do not authorize the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32711 to the County Recorder's Office for recordation. Do not authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32711 for public improvements.



**NOTIFICATION**

Publication of agenda

**EXHIBITS**

Exhibit “A” – Vicinity Map

Exhibit “B” – Public Improvement Agreement for Tract 32711

Exhibit “C” – Notice of Property Non Compliance and Requirement for Public Improvement Security

Prepared By  
Liz Plazola  
Sr. Administrative Assistant

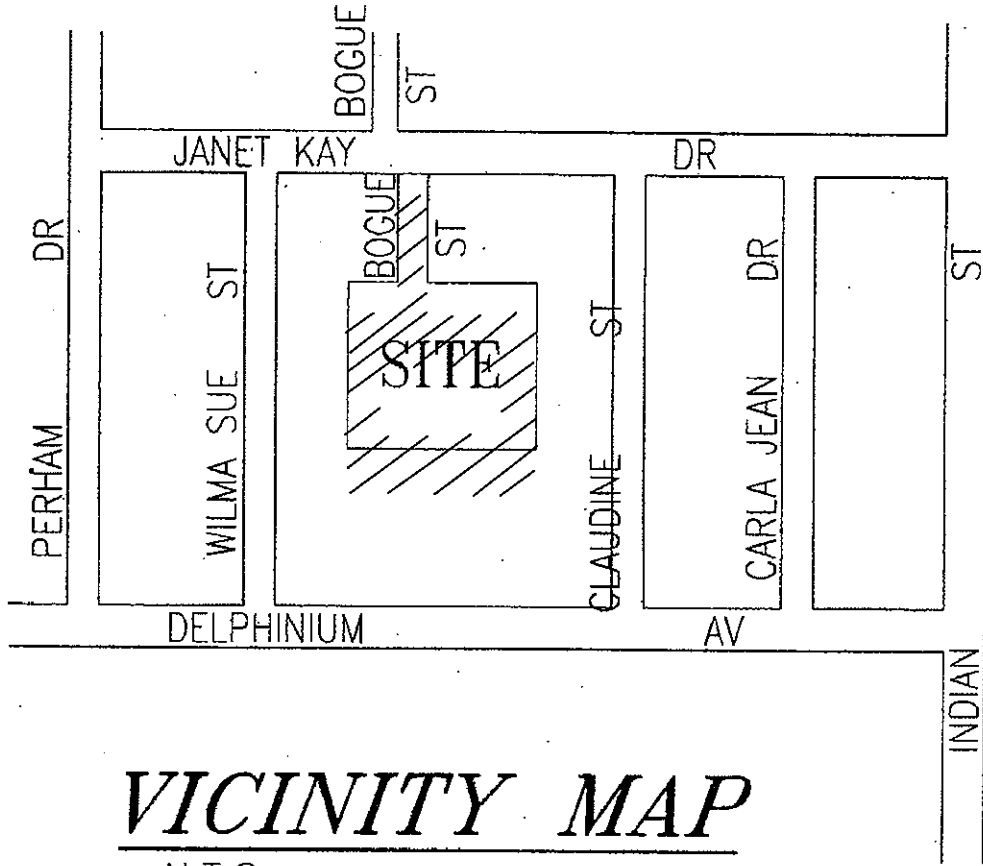
Department Head Approval  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer

Concurred By  
Mark W. Sambito  
Engineering Division Manager

Concurred By  
Barry Foster  
Community and 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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# VICINITY MAP

N.T.S

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

**TRACT MAP 32711  
VICINITY MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2009 StrRpts\17-14-09 TM 32711 Exhibit A.doc

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RECORDING REQUESTED BY:  
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY  
City Clerk  
P. O. Box 88005  
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

**AGREEMENT FOR PUBLIC IMPROVEMENTS  
PROJECT NO. TM 32711**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **ISAAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993, AND HANSON A. H. HO 2001 FAMILY TRUST,** herein after called Contractor, on the date the City signs this agreement.

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **TM 32711** agrees, at Contractor's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Contractor further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Contractor shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Contractor shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Contractor waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of **TWO HUNDRED NINETY-SEVEN THOUSAND AND NO/100 Dollars (\*\*\*\$297,000.00\*\*\*)**.

**SECOND:** Contractor agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Contractor further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Contractor and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

**THIRD:** City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Contractor. Contractor agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

Exhibit "B"

**FOURTH:** The Contractor hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Contractor has completed the work within the time specified or any extension thereof granted by the City.

**FIFTH:** Contractor agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The contractor shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Contractor's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

**SIXTH:** The Contractor, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

**SEVENTH:** If the Contractor, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Contractor because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

**EIGHTH:** Contractor agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Contractor of the insufficiency of the security or the amount of the bonds or both.

**NINTH:** It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Contractor further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

**TENTH:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**ELEVENTH:** Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

**City:**  
City Engineer  
P.O. Box 88005  
14177 Frederick  
Moreno Valley, CA 92552-0805

**Contractor:**  
Issac Genah and Gloria M. Genah, Trustors and Trustees of the  
CSA Revocable Trust Dated September 10, 1993, and Hanson A. H.  
Ho 2001 Family Trust  
1430 Tangelo Lane  
La Habra Height, CA 90631

**IN WITNESS WHEREOF** Contractor has affixed his name, address and seal.

Date approved by the City: 7/14/2009

BY: *Gloria M. Genah*

GLORIA M. GENAH

owner

BY: *Isaac Genah*  
Signature

ISAAC GENAH  
Print/Type Name

owner  
Title

**Issac Genah and Gloria M. Genah, Trustors and Trustees  
of the CSA Revocable Trust Dated September 10, 1993,  
and Hanson A.H. Ho 2001 Family Trust:**

Developer

BY: *Hanson A.H. Ho*  
Signature

HANSON A.H. HO  
Print/Type Name

OWNER  
Title

**ATTEST:  
CITY CLERK  
OF THE CITY OF MORENO VALLEY**

By: *Jane Halsted*  
City Clerk

**CITY OF MORENO VALLEY**  
By: *Richard A. Stwan*  
Mayor



**APPROVED AS TO FORM:  
CITY ATTORNEY**

Date: 20 JUL 2009

By: *Robert A. Brown*  
City Attorney

**NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.**

SIGNATURES OF CONTRACTOR MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY  
ORIGINAL - CITY CLERK; PINK - CONTRACTOR; GREEN - SURETY; BLUE - PROJECT FILE

# ALL PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 1, 2009 before me, Erika Magaleon, Notary Public, personally appeared Hanson Ho, Isaac Genah and Gloria Genah, Proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Erika Magaleon



---

### OPTIONAL

Title of Document \_\_\_\_\_

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

Capacity(ies) of Signer(s)

Corporate Officer

Other: \_\_\_\_\_



EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 1 of 6

PROJECT: PA04-0136 / TM 32711

DATE: 08/19/08  
PREPARED BY: Robert Linton

STREET WORK

OK  
RLW  
9/3/08

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Interior Streets and Perimeter Non DIF Non TUMF Streets</b>				
Roadway Excavation		0 C.Y.	20.00	0
A.B. Class II	0.5	Thickness (ft.)		
	13164	S.F.	477 Ton	55.00
A.C.	0.333	Thickness (ft.)		
	13164	S.F.	318 Ton	90.00
A.B. Class II	0	Thickness (ft.)		
	0	S.F.	0 Ton	55.00
A.C.	0	Thickness (ft.)		
	0	S.F.	0 Ton	90.00
	0	S.F.	0 Ton	90.00
<b>DIF Streets Only</b>				
Roadway Excavation		0 C.Y.	20.00	0
A.B. Class II	0	Thickness (ft.)		
	0	S.F.	0 Ton	55.00
A.C.	0	Thickness (ft.)		
	0	S.F.	0 Ton	90.00
A.B. Class II	0	Thickness (ft.)		
	0	S.F.	0 Ton	55.00
A.C.	0	Thickness (ft.)		
	0	S.F.	0 Ton	90.00
	0	S.F.	0 Ton	90.00
<b>TUMF Streets Only</b>				
Roadway Excavation		0 C.Y.	20.00	0
A.B. Class II	0	Thickness (ft.)		
	0	S.F.	0 Ton	55.00
A.C.	0	Thickness (ft.)		
	0	S.F.	0 Ton	90.00
A.B. Class II	0	Thickness (ft.)		
	0	S.F.	0 Ton	55.00
A.C.	0	Thickness (ft.)		
	0	S.F.	0 Ton	90.00
A.C. Cap		0 Ton	90.00	0
A.C. Overlay		0 Ton	90.00	0
Grind & Pave 0.15'		0 S.F.	3.25	0
Curb and Gutter - 6"	670	L.F.	22.00	14,740
Curb and Gutter - 8"	0	L.F.	25.00	0
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	25.00	0
Curb Only - 6"	0	L.F.	18.00	0
Curb Only - 8"	0	L.F.	20.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	20.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	20.00	0
Cross Gutter and Spandrel	788	S.F.	15.00	11,745
Sidewalk	6703	S.F.	7.00	46,921
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Driveway Approach - 6"	1485	S.F.	14.00	20,790
Driveway Approach - 8"	0	S.F.	16.00	0
Alley Approach - 8"	0	S.F.	16.00	0
P.C.C. Paving - 6"	0	S.F.	14.00	0
P.C.C. Paving - 8"	0	S.F.	16.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Slurry Seal (Based on \$150/Ton Type II)	0	S.Y.	2.25	0
Redwood Header	12	L.F.	6.00	72
Sawcut	110	L.F.	1.50	165
Trench Repaving	0	S.F.	12.00	0
Utility Trench	0	L.F.	17.00	0
Wheelchair Ramp	2	EA.	1,200.00	2,400
Barricade	0	L.F.	100.00	0

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 2 of 6

PROJECT: PA04-0136 / TM 32711

DATE: 08/19/08  
PREPARED BY: Robert Linton

07  
MLW  
9/3/08

STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Bus Bay	0	EA.	20,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Relocate Trees	0	EA.	2,500.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Street Lights (9500 lumen)	2	EA.	4,000.00	8,000
Street Lights (22000 lumen)	0	EA.	5,000.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Relocate Street Lights	1	EA.	1,500.00	1,500
Monuments	0	EA.	100.00	0
SUBTOTAL:				161,182
<u>Enterprise Services Administration</u>				
Landscaping	0	S.F.	6.00	0
Water Quality Basins	0	S.F.	6.00	0
Electrical Utility Infrastructure	0	L.S.	-	0
Electrical Utility Line Extension	0	L.F.	135.00	0
SUBTOTAL:				0
<u>Transportation Engineering</u>				
Traffic Signal (Includes Interconnect, Controller, Software)	0	EA.	272,000.00	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
Traffic Striping/raised pavement markers	1	L.S.	-	3,500
Traffic Striping (DIF Street Name)	0	L.S.	-	0
Street Name Sign	1	EA.	500.00	500
Stop Sign	1	EA.	200.00	200
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street Name)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	-	0
Traffic Control (DIF Street Name)	0	L.S.	-	0
SUBTOTAL:				4,200

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 3 of 6

PROJECT: PA04-0136 / TM 32711

DATE: 08/19/08  
PREPARED BY: Robert Linton

OK  
MLW  
9/3/08

STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
50" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	5500.00	0
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	0	EA.	7000.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	1	EA.	5500.00	5,500
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	S.F.	535.00	0
Grated Catch Basin	0	EA.	6000.00	0
Transition Structure	0	EA.	5500.00	0
Inlet Structure (drop)	1	EA.	5000.00	5,000
Type IX Inlet Structure	0	EA.	2500.00	0
Junction Structure	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0
Rip Rap	0	TON	60.00	0
Parkway Drain	1	EA.	3500.00	3,500
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
PCC "U" Shape Channel	190	L.F.	15.00	2,850

SUBTOTAL: 16,850

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 4 of 6

PROJECT: PA04-0136 / TM 32711

DATE: 08/19/08  
PREPARED BY: Robert Linton

OK  
MMW  
9/3/08

WATER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
20" Water Pipe	0	L.F.	180.00	0
18" Water Pipe	0	L.F.	135.00	0
16" Water Pipe	0	L.F.	90.00	0
12" Water Pipe	0	L.F.	60.00	0
10" Water Pipe	0	L.F.	55.00	0
8" Water Pipe	305	L.F.	50.00	15,250
6" Water Pipe	0	L.F.	40.00	0
4" Water Pipe	0	L.F.	30.00	0
16" Gate Valve	0	EA.	5,000.00	0
12" Gate Valve	0	EA.	2,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
8" Gate Valve	0	EA.	1,000.00	0
6" Gate Valve	0	EA.	800.00	0
4" Gate Valve	0	EA.	600.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
10" Butterfly Valve	0	EA.	1,000.00	0
8" Butterfly Valve	0	EA.	800.00	0
6" Butterfly Valve	0	EA.	520.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Fire Hydrants	0	EA.	2,800.00	0
6" Super Fire Hydrants	0	EA.	3,000.00	0
Relocate 6" Fire Hydrants	1	EA.	1,450.00	1,450
Relocate Utilities	1	EA.	1,000.00	1,000
Misc. Fittings (Teas, Crosses, Etc.) L/S				
4"	0	EA.	120.00	0
6"	0	EA.	160.00	0
8"	0	EA.	200.00	0
10"	0	EA.	240.00	0
12"	0	EA.	750.00	0
Blow Off 6"	1	EA.	2,500.00	2,500
Blow Off 4"	0	EA.	2,000.00	0
Air Vac & Release 2"	0	EA.	3,000.00	0
Air Vac & Release 1"	1	EA.	2,000.00	2,000
Meter 2" W/O Service	0	EA.	455.00	0
Meter 1 1/2" W/O Service	0	EA.	360.00	0
Meter 1" W/O Service	0	EA.	270.00	0
Meter 5/8" W/O Service	0	EA.	200.00	0
Service Connections 2"	0	EA.	1,600.00	0
Service Connections 1 1/2"	0	EA.	1,100.00	0
Service Connections 1"	9	EA.	500.00	4,500
Hot Tap 8"	1	EA.	2,800.00	2,800
Hot Tap Water Service	0	EA.	330.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Thrust Block	0	CY	150.00	0
Pressure Resistance Valve	9	EA.	400.00	3,600
SUBTOTAL:				33,100

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 5 of 6

PROJECT: PA04-0136 / TM 32711

DATE: 08/19/08  
PREPARED BY: Robert Linton

*OK*  
*MMW*  
*9/9/08*

SEWER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
36" V.C. Pipe	0	L.F.	185.00	0
33" V.C. Pipe	0	L.F.	165.00	0
30" V.C. Pipe	0	L.F.	150.00	0
27" V.C. Pipe	0	L.F.	135.00	0
24" V.C. Pipe	0	L.F.	120.00	0
21" V.C. Pipe	0	L.F.	105.00	0
18" V.C. Pipe	0	L.F.	90.00	0
15" V.C. Pipe	0	L.F.	75.00	0
12" V.C. Pipe	0	L.F.	50.00	0
10" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	298	L.F.	30.00	8,940
6" V.C. Pipe	390	L.F.	25.00	9,750
4" V.C. Pipe	0	L.F.	20.00	0
15" SDR - 35	0	L.F.	60.00	0
12" SDR - 35	0	L.F.	50.00	0
10" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	19.00	0
4" SDR - 35	0	L.F.	13.00	0
Standard Manhole 48"	2	EA.	3,000.00	6,000
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,000.00	0
Tie Into Existing Manhole	0	EA.	1,500.00	0
Raise Manhole to Grade	2	EA.	300.00	600
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	600.00	0
Join Existing 12" Pipe	0	EA.	800.00	0
Clean-outs	9	EA.	700.00	6,300
Clean Out Lateral	0	EA.	120.00	0
Wyes	0	EA.	90.00	0
Pavement Replacement	88	S.F.	3.00	264
Concrete Encasement	0	L.F.	20.00	0
TV Sewer	0	L.F.	1.00	0
Trench Paving	0	S.F.	5.00	0
SUBTOTAL:				31,854

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 6 of 6

OK  
11/11/08  
9/3/08

CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION  
BOND COMPUTATION SHEET

PROJECT: PA04-0136 / TM 32711

DATE: 08/19/08  
PREPARED BY: Robert Linton

**IMPROVEMENT TYPE:**

ROADWORK	:	\$161,182
STORM DRAIN	:	\$16,850
WATER SYSTEM	:	\$33,100
SEWER SYSTEM	:	\$31,854
SURVEY MONUMENTS	:	\$0
LANDSCAPING:		\$0
WATER QUALITY BASINS:		\$0
ELECTRICAL UTILITY INFRASTRUCTURE		\$0
ELECTRICAL UTILITY LINE EXTENSION		\$0
TRANSPORTATION ENGINEERING IMPROVEMENTS		\$4,200

TOTAL COST (VALUE) OF IMPROVEMENTS: \$247,186

+20% CONTINGENCY: \$49,437

**GRAND TOTAL:** \$296,623

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**BOND AMOUNT:** \$297,000

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Recording requested by and when recorded, mail to:

Public Works/Land Development Division  
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  
Community & Economic Development Department

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

PUBLIC WORKS LAND DEVELOPMENT DIVISION  
OF THE CITY OF MORENO VALLEY, STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

**NOTICE OF PROPERTY NON COMPLIANCE AND REQUIREMENT FOR PUBLIC IMPROVEMENT SECURITY**

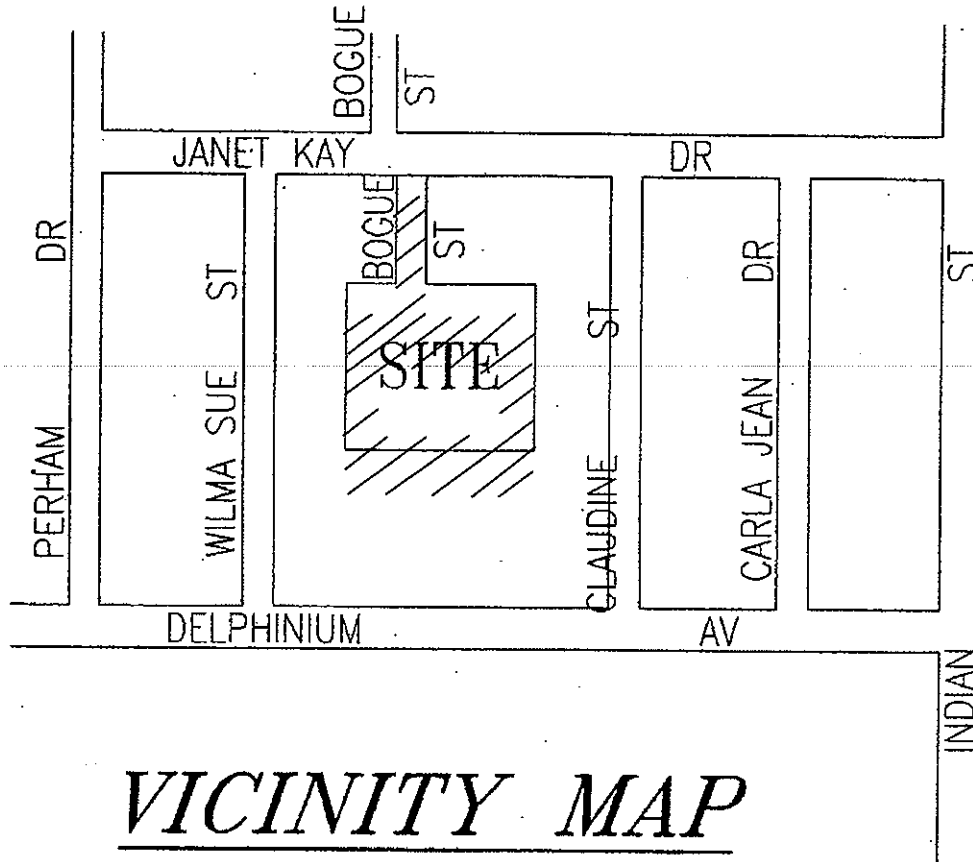
In the matter of the Property of Assessor's Parcel Numbers 482-304-037 through 045, also known as Tract 32711, owned by Isaac Genah and Gloria M. Genah, Trustors and Trustees of the CSA Revocable Trust Dated September 10, 1993, and Hanson A. H. Ho 2001 Family Trust, Jointly and Severally;

NOTICE is hereby given that the Property described on Exhibit A attached hereto is in non-compliance with the Subdivision Map Act, Section 66499; because at the time of approval of Final Map Number 32711 public improvements were required to be built and security placed with the City of Moreno Valley guaranteeing the construction of the public improvements and such prerequisites to construction have not been met and are still required. Any purchaser or encumbrances acquiring an interest in said property subsequent to the recording of this notice with the County Recorder shall have such interest subject to the public improvement requirements and the posting of security for the public improvements. An Agreement for Public Improvements and the security for such improvements are required before construction can be commenced. Further details regarding this notice may be obtained by addressing an inquiry to the CEDD, Land Development Division (Phone: 951-413-3120, 14177 Frederick Street, Moreno Valley, California, 92552).

By: \_\_\_\_\_  
AHMAD R. ANSARI,  
PUBLIC WORKS DIRECTOR/CITY ENGINEER  
CITY OF MORENO VALLEY

Date \_\_\_\_\_

Exhibit "C"



# VICINITY MAP

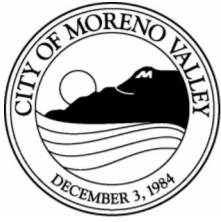
N.T.S

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

**TRACT MAP 32711  
VICINITY MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2009 StfRpts\7-14-09 TM 32711 Exhibit A.doc





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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer and Barry Foster, Community & Economic Development Director

**AGENDA DATE:** August 28, 2012

**TITLE:** TRACT MAP 32710 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS

OCALA COURT, NORTH OF IRONWOOD AVENUE AND EAST OF HEACOCK STREET

DEVELOPER - ISAAC GENAH AND GLORIA M. GENAH,  
TRUSTORS AND TRUSTEES OF THE CSA  
REVOCABLE TRUST DATED SEPTEMBER  
10, 1993  
1430 TANGELO LANE  
LA HABRA HEIGHTS, CA 90631

HANSON A. H. HO, TRUSTEE OF THE HO  
2001 FAMILY TRUST  
2245 KINGSBRIDGE COURT  
SAN DIMAS, CA 91773

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Direct the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32710 to the County Recorder's Office for recordation.
2. Contingent upon recordation of the Notification of Requirement for Public Improvement by the Riverside County Recorder's Office, authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32710 for public improvements.

## **BACKGROUND**

On November 29, 2004, the Planning Commission of the City of Moreno Valley approved Tentative Map 32710. The tentative tract map is a proposal to subdivide 1.73 acres into 6 residential lots.

On November 27, 2007 the City Council of Moreno Valley approved Final Map 32710 and accepted the Public Improvement Agreement and security. The developer was required to construct all public street improvements that included, but are not limited to, asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain, sewer and water. The Agreement for Public Improvements required the developer to provide security for the appropriate improvements. Tract 32710 provided a Faithful Performance Bond in the amount of \$213,000 and a Material and Labor Bond in the amount of \$106,000 issued by Indemnity Company of California.

## **DISCUSSION**

The Developer has requested that the City exonerate the bonds due to non-development of the tract. The Land Development Division staff reviewed the request and determined that since construction of the public improvements was never initiated, we may exonerate the bonds. Per the Government Code 66462, the Developer shall provide a security for construction of all public improvements prior to final map recordation. Since the map has been recorded, the City will place a Notification of Requirement for Public Improvement Security on the tract. This will inform future developers that a Security and Agreement for Public Improvements is required prior to commencing construction.

## **ALTERNATIVES**

1. Authorize the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32710 to the County Recorder's Office for recordation. Contingent upon recordation of the Notification of Requirement for Public Improvement by the Riverside County recorder's Office, authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32710 for public improvements.
2. Do not authorize the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 32710 to the County Recorder's Office for recordation. Do not authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with Tract 32710 for public improvements.

**NOTIFICATION**

Publication of agenda

**EXHIBITS**

Exhibit “A” – Vicinity Map

Exhibit “B” – Public Improvement Agreement for Tract 32710

Exhibit “C” – Notice of Property Non Compliance and Requirement for Public Improvement Security

Prepared By  
Liz Plazola  
Sr. Administrative Assistant

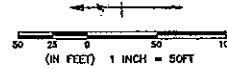
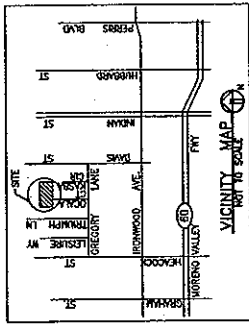
Department Head Approval  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer

Concurred By  
Mark W. Sambito  
Engineering Division Manager

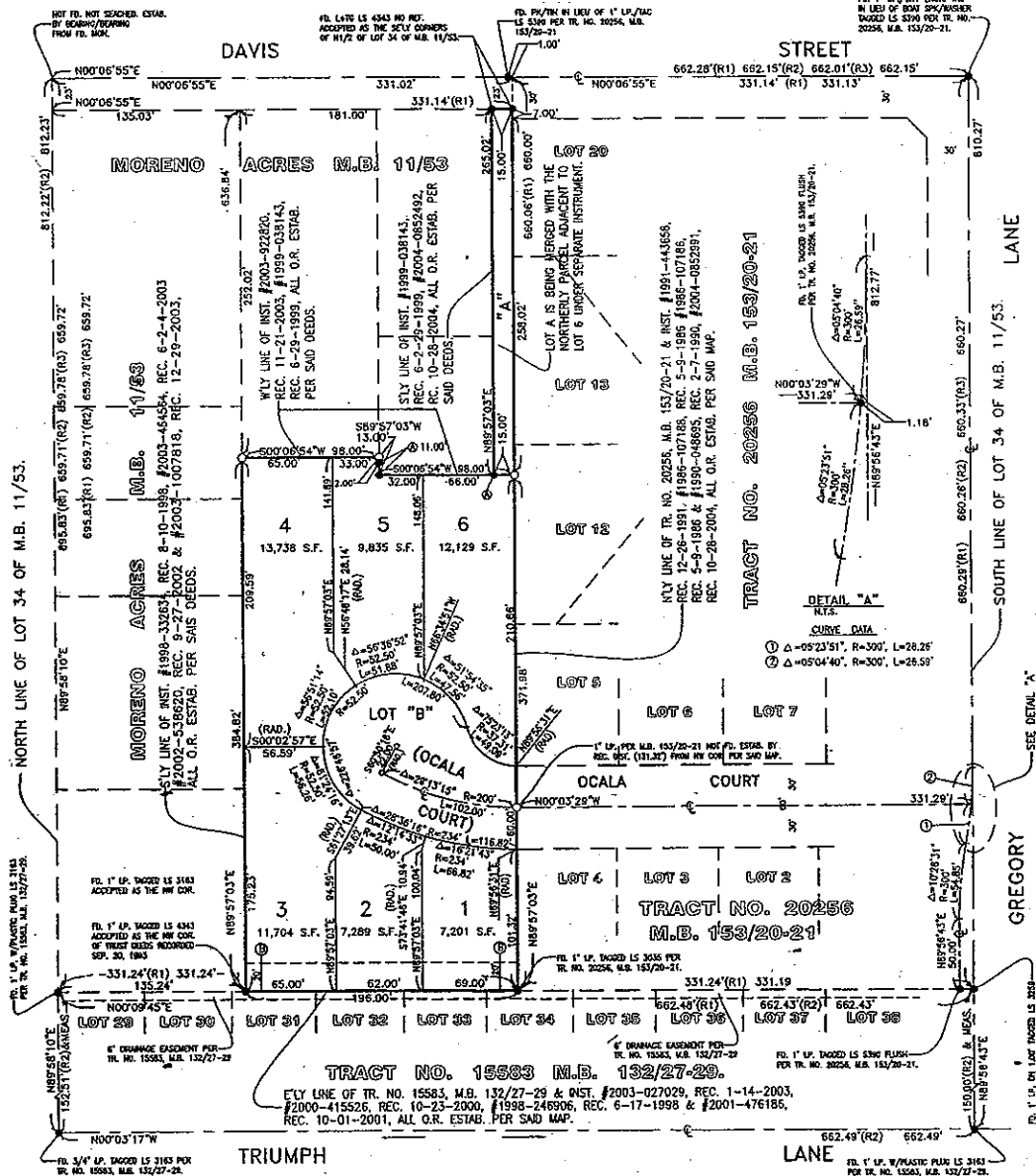
Concurred By  
Barry Foster  
Community & Economic Development Director

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

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**TRACT 32710  
VICINITY MAP**



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

**EXHIBIT "A"**

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RECORDING REQUESTED BY:  
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY  
City Clerk  
P. O. Box 88005  
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

**AGREEMENT FOR PUBLIC IMPROVEMENTS  
PROJECT NO. TRACT 32710**

**Recorded December 12, 2007, Book 427 of Maps, Pages 77-78  
No. 2007-0743427**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and ISAAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993, AND HANSON A. H. HO, TRUSTEE OF THE HO 2001 FAMILY TRUST, JOINTLY AND SEVERALLY, herein after called Contractor, on the date signed by the Mayor of the City.

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as TRACT 32710 agrees, at Contractor's own expense, to furnish all labor, equipment and material necessary, and within TWENTY-FOUR (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Contractor further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Contractor shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Contractor shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Contractor waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of TWO HUNDRED AND THIRTEEN THOUSAND AND NO/100 Dollars (\*\*\*\$213,000.00\*\*\*).

**SECOND:** Contractor agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Contractor further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Contractor and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

**THIRD:** City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Contractor. Contractor agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

Exhibit "B"

**FOURTH:** The Contractor hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Contractor has completed the work within the time specified or any extension thereof granted by the City.

**FIFTH:** Contractor agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The contractor shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Contractor's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

**SIXTH:** The Contractor, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

**SEVENTH:** If the Contractor, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Contractor because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

**EIGHTH:** Contractor agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Contractor of the insufficiency of the security or the amount of the bonds or both.

**NINTH:** It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Contractor further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

**TENTH:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.



**ELEVENTH:** Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

**City:**  
City Engineer  
P.O. Box 88005  
14177 Frederick  
Moreno Valley, CA 92552-0805

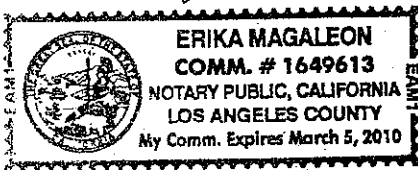
**Contractor:**  
Isaac Genah and Gloria M. Genah, Trutors and Trustees  
of the CSA Revocable Trust Dated September 10, 1993  
1430 Tangelo Lane  
La Habra Heights, CA 90631

Hanson A. H. Ho, Trustee of the Ho 2001 Family Trust  
2245 Kingsbridge Court  
San Dimas, CA 91773

**IN WITNESS WHEREOF** Contractor has affixed his name, address and seal.

Date approved by the City: 11/27/07

**ISAAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993, AND HANSON A. H. HO, TRUSTEE OF THE HO 2001 FAMILY TRUST, JOINTLY AND SEVERALLY**



By: [Signature]  
Isaac Genah, Trustor and Trustee of the CSA Revocable Trust Dated September 10, 1993  
By: [Signature]  
Gloria M. Genah, Trustor and Trustee of the CSA Revocable Trust Dated September 10, 1993  
By: [Signature]  
Hanson A. H. Ho, Trustee of the Ho 2001 Family Trust

**ATTEST:**  
CITY CLERK  
OF THE CITY OF MORENO VALLEY

By: [Signature]  
City Clerk

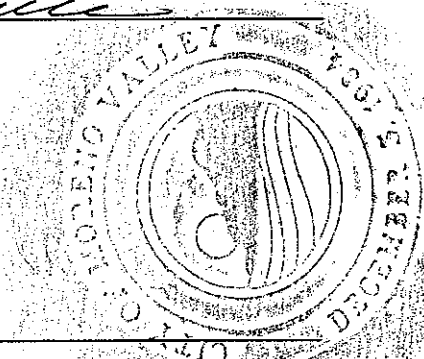
**CITY OF MORENO VALLEY**

By: [Signature]  
Mayor

**APPROVED AS TO FORM:**  
CITY ATTORNEY

Date: 11/27/07

By: [Signature]  
City Attorney

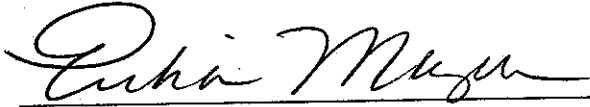


SIGNATURES OF CONTRACTOR MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY  
ORIGINAL - CITY CLERK; PINK - CONTRACTOR; GREEN - PUBLIC WORKS/LAND DEVELOPMENT; BLUE - PROJECT FILE

State of California  
County of Los Angeles

On September 27, 2007, before me, Erika Magaleon, notary public, personally appeared, Hanson A.H. Ho, Gloria M. Genah and Isaac Genah, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary



TRUST CERTIFICATION  
(California Probate Code Section 18100.5)

ISAAC GENAH AND GLORIA M. GENAH, Trustors and Trustees of  
THE CSA REVOCABLE TRUST, DATED SEPTEMBER 20, 1993, hereby state and  
certify but not by way of modification of said Trust:

1. That said Trust is in full force and effect as of the date of this certification. The trust has not been revoked, modified, or amended in any manner which would cause the representations contained herein to be incorrect. The undersigned are all of the currently acting trustees.

2. The Trustors have the right to all trust income, the right to invade trust principal and the power to revoke the Revocable Trust Agreement as to each of their respective separate property and community property interests. All such rights and powers when jointly exercised are without limitations.

3. The Co-Trustees have the power to invest trust assets and pledge the same as they in their discretion deem appropriate, limited by their duty to exercise care and prudence while acting in such fiduciary capacity.

4. Either Trustee named above may act unilaterally to bind the Trust in any transaction except those involving transfers of real property, as to which Co-Trustees must agree in a separate writing or in a specifically limited power of attorney to grant such power.

5. This Certificate of Trust is not intended to modify or represent a true and correct copy of the subject trust agreement, but is intended solely to put third parties on notice of the Trustors and Trustees of said trust and describe in general language their rights and power.

6. That the Trustees have the power to transfer and assign any and all interest that the Trust owns.

7. The tax identification number is 95-7110792.

Executed on Dec- 23, 2000 at LA HADRA,  
California.

Isaac Genah  
Isaac Genah, Trustor

Isaac Genah  
Isaac Genah, Trustee

Gloria M. Genah  
Gloria M. Genah Trustor

Gloria M. Genah  
Gloria M. Genah, Trustee

10/19/2007 11:19

ROYAL CONSTRUCTION → 915626903071

NO.616 001

October 18, 2007

To Whom It May Concern:

Please be advised that as trustee of the HO 2001 FAMILY TRUST, I am authorized to sign and act for the behalf of the Ho 2001 Family Trust.

Should you have any questions, please feel free to contact 626 358-6688.

Sincerely,

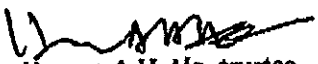
  
Hanson A.H. Ho, trustee  
HO 2001 FAMILY TRUST  
11680 Goldring Rd., Suite A  
Arcadia, Ca 91006

EXHIBIT "A"  
ENGINEER'S ESTIMATE

PROJECT: Tract 32710

STREET WORK

DATE: 03/28/07  
PREPARED BY: Michael Schuman

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation	315	C.Y.	20.00	6,300
A.B. Class II	0.5	Thickness (ft.)		
	8650	S.F.	55.00	17,246
A.C.	0.25	Thickness (ft.)		
	8650	S.F.	90.00	14,110
A.B. Class II	0	Thickness (ft.)		
	0	S.F.	55.00	0
A.C.	0	Thickness (ft.)		
	0	S.F.	90.00	0
A.C. Cap	0	Ton	90.00	0
A.C. Overlay	0	Ton	90.00	0
Grind & Pave 0.15'	0	S.F.	3.25	0
Curb and Gutter - 6"	347	L.F.	22.00	7,634
Curb and Gutter - 8"	0	L.F.	25.00	0
Curb Only - 6"	0	L.F.	18.00	0
Curb Only - 8"	0	L.F.	20.00	0
Cross Gutter and Spandrel	0	S.F.	15.00	0
Sidewalk	1307	S.F.	7.00	9,149
Driveway Approach - 6"	750	S.F.	14.00	10,500
Driveway Approach - 8"	0	S.F.	16.00	0
Alley Approach - 8"	0	S.F.	16.00	0
P.C.C. Paving - 6"	0	S.F.	14.00	0
P.C.C. Paving - 8"	0	S.F.	16.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Slurry Seal (Based on \$150/Ton Type II)	861	S.Y.	2.25	2,162
Redwood Header	0	L.F.	6.00	0
Sawcut	40	L.F.	1.50	60
Trench Repaving	0	S.F.	12.00	0
Utility Trench	0	L.F.	17.00	0
Wheelchair Ramp	0	EA.	1,200.00	0
Street Name Sign	0	EA.	500.00	0
Stop Sign	0	EA.	200.00	0
Barricade	0	L.F.	100.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Signs and Posts	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Bus Bay	0	EA.	20,000.00	0
Traffic Striping/raised pavement markers	0	L.S.	-	0
Traffic Signal (includes Interconnect, Controller, Software,	0	EA.	272,000.00	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Relocate Trees	0	EA.	2,500.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Street Lights (9500 lumen)	2	EA.	4,000.00	8,000
Street Lights (22000 lumen)	0	EA.	5,000.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
Erosion Control	2	Ac.	10,000.00	20,000
Cluster Mail Boxes	1	EA.	4,500.00	4,500
Electrical Utility Infrastructure	0	EA.		
Electrical Utility Line Extension	0	L.F.	135.00	
			<b>SUBTOTAL:</b>	<b>99,662</b>
Landscaping	0	S.F.	6.00	0
Water Quality Basins	0	S.F.	6.00	0
			<b>SUBTOTAL:</b>	<b>0</b>
Monuments:	28.00	EA.	100.00	\$2,800

PROJECT: Tract 32710

DATE: 03/28/07  
 PREPARED BY: Anitra Holt

STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
50" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	350	L.F.	25.00	8,750
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	5500.00	0
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	0	EA.	7000.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	7	EA.	2100.00	14,700
6" Wide Strip Basin	0	EA.	3000.00	0
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	S.F.	535.00	0
Grated Catch Basin	0	EA.	6000.00	0
Transition Structure	0	EA.	5500.00	0
Inlet Structure (drop)	0	EA.	5000.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Junction Structure	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0
Rip Rap	0	TON	60.00	0
Parkway Drain	2	EA.	3500.00	7,000
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	2	EA.	250.00	500
1/2" Gutter	430	S.F.	10.00	4,300
SUBTOTAL:				35,250

PROJECT: Tract 32710

DATE: 03/28/07  
 PREPARED BY: Anitra Holt

WATER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
20" Water Pipe	0	L.F.	180.00	0
18" Water Pipe	0	L.F.	135.00	0
16" Water Pipe	0	L.F.	90.00	0
12" Water Pipe	0	L.F.	60.00	0
10" Water Pipe	0	L.F.	55.00	0
8" Water Pipe	130	L.F.	50.00	6,500
6" Water Pipe	36	L.F.	40.00	1,440
4" Water Pipe	0	L.F.	30.00	0
16" Gate Valve	0	EA.	5,000.00	0
12" Gate Valve	0	EA.	2,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
8" Gate Valve	0	EA.	1,000.00	0
6" Gate Valve	0	EA.	800.00	0
4" Gate Valve	0	EA.	600.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
10" Butterfly Valve	0	EA.	1,000.00	0
8" Butterfly Valve	1	EA.	800.00	800
6" Butterfly Valve	1	EA.	520.00	520
4" Butterfly Valve	0	EA.	330.00	0
6" Fire Hydrants	1	EA.	2,800.00	2,800
6" Super Fire Hydrants	0	EA.	3,000.00	0
Misc. Fittings (Tees, Crosses, Etc.) L/S				
4"	0	EA.	120.00	0
6"	0	EA.	160.00	0
8"	0	EA.	200.00	0
10"	0	EA.	240.00	0
12"	0	EA.	750.00	0
Blow Off 6"	0	EA.	2,500.00	0
Blow Off 4"	1	EA.	2,000.00	2,000
Air Vac & Release 2"	0	EA.	3,000.00	0
Air Vac & Release 1"	0	EA.	2,000.00	0
Meter 2" W/O Service	0	EA.	455.00	0
Meter 1 1/2" W/O Service	0	EA.	360.00	0
Meter 1" W/O Service	6	EA.	270.00	1,620
Meter 5/8" W/O Service	0	EA.	200.00	0
Service Connections 2"	0	EA.	1,600.00	0
Service Connections 1 1/2"	6	EA.	1,100.00	6,600
Service Connections 1"	0	EA.	500.00	0
Hot Tap 8"	0	EA.	2,800.00	0
Hot Tap Water Service	0	EA.	330.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	1	EA.	650.00	650
Thrust Block	2	CY	150.00	300
SUBTOTAL:				23,230

PROJECT: Tract 32710

DATE: 03/28/07

PREPARED BY: Anita Holt

SEWER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
36" V.C. Pipe	0	L.F.	185.00	0
33" V.C. Pipe	0	L.F.	165.00	0
30" V.C. Pipe	0	L.F.	150.00	0
27" V.C. Pipe	0	L.F.	135.00	0
24" V.C. Pipe	0	L.F.	120.00	0
21" V.C. Pipe	0	L.F.	105.00	0
18" V.C. Pipe	0	L.F.	90.00	0
15" V.C. Pipe	0	L.F.	75.00	0
12" V.C. Pipe	0	L.F.	50.00	0
10" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	140	L.F.	30.00	4,200
6" V.C. Pipe	0	L.F.	25.00	0
4" V.C. Pipe	243	L.F.	20.00	4,860
15" SDR - 35	0	L.F.	60.00	0
12" SDR - 35	0	L.F.	50.00	0
10" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	19.00	0
4" SDR - 35	0	L.F.	13.00	0
Standard Manhole 48"	1	EA.	3,000.00	3,000
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,000.00	0
Tie Into Existing Manhole	1	EA.	1,500.00	1,500
Raise Manhole to Grade	1	EA.	300.00	300
Rechannel Existing Manhole	1	EA.	1,500.00	1,500
Join Existing 8" Pipe	0	EA.	600.00	0
Join Existing 12" Pipe	0	EA.	800.00	0
Clean-outs	0	EA.	700.00	0
Clean Out Lateral	0	EA.	120.00	0
Wyes	6	EA.	90.00	540
Pavement Replacement	0	S.F.	3.00	0
Concrete Encasement	0	L.F.	20.00	0
TV Sewer	0	L.F.	1.00	0
Trench Paving	0	S.F.	5.00	0

SUBTOTAL: 15,900



CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION  
BOND COMPUTATION SHEET

PROJECT: Tract 32710

DATE:

03/28/07

PREPARED BY: Anitra Holt

IMPROVEMENT TYPE:

ROADWORK	:	\$99,662
STORM DRAIN	:	\$35,250
WATER SYSTEM	:	\$23,230
SEWER SYSTEM	:	\$15,900
SURVEY MONUMENTS	:	\$2,800
LANDSCAPING:		\$0
WATER QUALITY BASINS:		\$0

TOTAL COST (VALUE) OF IMPROVEMENTS:	\$176,842
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+20% CONTINGENCY:	\$35,368
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<u>GRAND TOTAL:</u>	\$212,210
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<u>BOND AMOUNT:</u>	\$213,000
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LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

www.riversideacr.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

- PAGE 3, AND NEXT PAGE NOTARY DOCUMENT (BOTH HAVE SAME NOTARY STAMP)
- WORDING: ERIKA MAGALEON  
COMM. # 1649613  
NOTARY PUBLIC, CALIFORNIA  
LOS ANGELES COUNTY  
MY COMM. EXPIRES MARCH 5, 2010

Date: 6/2/08

Signature: Lee Ann Flores

Print Name: LEE ANN FLORES

Recording requested by and when recorded, mail to:

Public Works/Land Development Division  
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  
Community & Economic Development Department

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

PUBLIC WORKS LAND DEVELOPMENT DIVISION  
OF THE CITY OF MORENO VALLEY, STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

**NOTICE OF PROPERTY NON COMPLIANCE AND REQUIREMENT FOR PUBLIC IMPROVEMENT SECURITY**

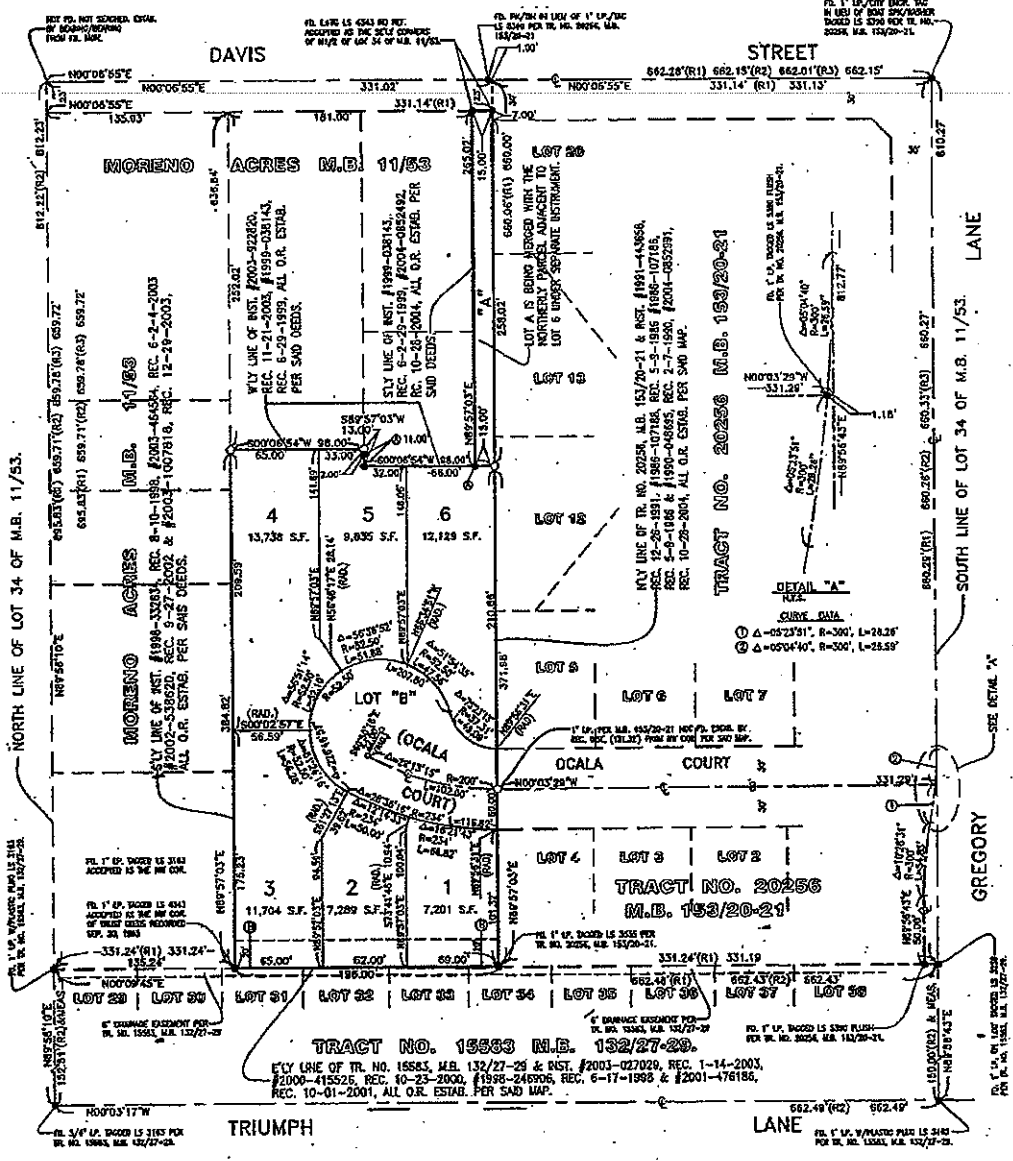
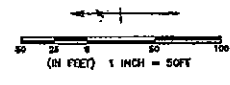
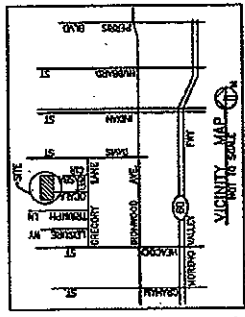
In the matter of the Property of Assessor's Parcel Numbers 475-182-048 through 053, also known as Tract 32710, owned by Isaac Genah and Gloria M. Genah, Trustors and Trustees of the CSA Revocable Trust Dated September 10, 1993, and Hanson A. H. Ho 2001 Family Trust, Jointly and Severally;

NOTICE is hereby given that the Property described on Exhibit A attached hereto is in non-compliance with the Subdivision Map Act, Section 66499; because at the time of approval of Final Map Number 32710 public improvements were required to be built and security placed with the City of Moreno Valley guaranteeing the construction of the public improvements and such prerequisites to construction have not been met and are still required. Any purchaser or encumbrances acquiring an interest in said property subsequent to the recording of this notice with the County Recorder shall have such interest subject to the public improvement requirements and the posting of security for the public improvements. An Agreement for Public Improvements and the security for such improvements are required before construction can be commenced. Further details regarding this notice may be obtained by addressing an inquiry to the CEDD, Land Development Division (Phone: 951-413-3120, 14177 Frederick Street, Moreno Valley, California, 92552).

By: \_\_\_\_\_  
AHMAD R. ANSARI,  
PUBLIC WORKS DIRECTOR/CITY ENGINEER  
CITY OF MORENO VALLEY

Date \_\_\_\_\_

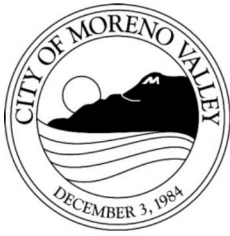
Exhibit "C"



**TRACT 32710  
VICINITY MAP**

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

**EXHIBIT "A"**



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

## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Richard Teichert, Financial & Administrative Services Director  
Joel Ontiveros, Chief of Police

**AGENDA DATE:** August 28, 2012

**TITLE:** AWARD OF CITYWIDE CAMERA SURVEILLANCE PROJECT CONTRACT AND AUTHORIZATION FOR CITY MANAGER TO EXECUTE CONTRACT AND SUPPORT AGREEMENT WITH AVRIO GROUP SURVEILLANCE SOLUTIONS, LLC PROJECT NO. TS-CCSS 2012-02

---

### RECOMMENDED ACTION

The Public Safety Subcommittee recommends that the City Council take the following actions:

1. Authorize the award of the Citywide Camera Surveillance Project contract to Avrio Group Surveillance Solutions, LLC (Avrio), 3 N. Harrison Street, Suite 100, Easton, Maryland 21601 in an amount not-to-exceed \$1,800,000 for installation.
2. Authorize the City Manager to sign the contract with Avrio.
3. Authorize the City Manager to execute the support agreement with one-year of maintenance with additional one-year options for maintenance as follows:

Year 1 maintenance	Included - No Charge
Year 2 maintenance	\$98,000
Year 3 maintenance	\$112,000
Year 4 maintenance	\$125,000
Year 5 maintenance	\$145,000

### BACKGROUND

The Citywide Camera Surveillance System was first presented to the Public Safety Subcommittee in a meeting on June 27, 2011. The citywide camera surveillance system

was presented in a Study Session before City Council on September 20, 2011. The Public Safety Sub-Committee recommended that the Police Department continue to move forward with this project at their October 31, 2011 meeting. On November 23, 2011 a Request for Proposals (RFP) was issued for a Project Manager for this project; the RFP process successfully concluded on January 11, 2012. On April 2, 2012 the City issued a RFP concerning the camera surveillance system and eleven proposals were received on May 9, 2012.

Several cities in California, such as the Cities of Redlands, Compton, Bakersfield, Santa Monica, Lynnwood, Fresno, and Vallejo, have camera surveillance systems throughout their cities with varying degrees of coverage. These cameras contribute to the overall safety of the entire community and aid law enforcement's effort in crime prevention and solving crimes.

During the fourth quarter of 2011 and the first quarter of 2012, Police and City Staff reviewed surveillance systems and met with representatives from several Southern California cities concerning their camera system. After evaluating various camera systems, City Staff determined that a citywide camera surveillance system would enhance the law enforcement capabilities of the Moreno Valley Police Department. During this investigation phase, all City Council members expressed support for the citywide camera surveillance system.

## **DISCUSSION**

After eleven proposals were received on May 9, 2012, an evaluation committee was formed to choose a vendor to build the citywide camera surveillance system. The evaluation committee included a Police Lieutenant, a Police Sergeant, the Project Manager, and the City's Technology Services Division Manager. All proposals were read and scored by each member of the evaluation committee, resulting in a ranking of the proposals. The scoring revealed a natural break where four of the proposals were superior to the remaining proposals; these four vendors were considered finalists. A representative from another local city who manages that City's camera system was added to the evaluation committee when finalists were identified.

Proposals from the four finalists were further scrutinized in order to identify the company that staff would recommend to the City Council. A questionnaire, consisting of both common and customized questions, was sent to each finalist. Finalists were asked to both respond to the questionnaire in writing and in person in order to make a presentation to the evaluation committee. Each company was given 4 hours to make their presentation and engage the evaluation committee during the days of May 29 & 30, 2012. After the conclusion of the presentations, the evaluation committee met several additional times. Two of the finalists made proposals that fit the City's needs very well and addressed all of the evaluation criteria. Best and final offers were requested from these two companies. Based on the final offers the committee chose Avrio as the company that best fit the City's requirements.

Avrio submitted a proposal that covers all locations in the City, as identified by the Police Department, in project phases 1, 1a, and 2; the RFP also identifies phase 3 locations. Avrio's proposal covers a total of 67 locations throughout the City; each

location will include at least 3 cameras. The proposal also included 3 mobile camera systems which will be placed as the Police Department identifies an area in need of the use of these cameras.

In addition to cameras the complete system includes two other major components. One of these components is a wireless system to transmit the video images to City Hall and the Police Department. Avrio has proposed a collection of common, well-known wireless equipment placed throughout the city that establishes a network capable of transmitting high quality video images back to storage facilities at City Hall. The exact placement and height of the wireless radios required to be placed remains subject to site surveys, but the proposed system has been designed to require only minimal additions in the future.

The last major component of the system is called the Video Management System (VMS). The VMS is the software responsible for managing all the cameras, stored videos, user permissions, video clip exports, and many other features. Avrio has proposed a common, well-known VMS that has an outstanding list of features.

Avrio's final offer includes price guarantees to the City for any equipment and services that are purchased during the next three years to expand the system. These guarantees give the City a known cost for expanding the coverage of the system to additional locations at a known cost.

Police Department and City staff confidently recommends Avrio based on the merits of their proposal and the checking of several references. The Cities contacted as references for Avrio were very pleased with their camera system and with Avrio's customer service; several of the cities plan to expand their camera systems and view Avrio as the preferred vendor for those expansions.

### Project Schedule

The project schedule includes milestones that will enable the Police Department to begin viewing live video from some locations by December of this year. A detailed project schedule is currently being developed and is being heavily influenced by the wireless radio system site surveys.

### Project Budget

The City Council, on December 3, 2011, approved the total project funding of \$1.9 million, which includes \$95,000 for Project Management Services and \$1.8 million for the Citywide Camera Surveillance System.

### Annual Maintenance

Camera systems, like all hardware and software systems, require annual maintenance agreements in order to continue using the system, to receive enhancements and fixes, and to enable support calls when problems arise. Avrio has agreed to provide the first year of maintenance at no charge; the schedule for annual maintenance is shown below under Alternatives.

The City has budgeted asset depreciation (replacement costs) and annual maintenance for this system at a level that should ensure the success of this on-going system.

### ALTERNATIVES

1. Authorize the award of the Citywide Camera Surveillance Project contract to Avrio Group Surveillance Solutions, LLC (Avrio), 3 N. Harrison Street, Suite 100, Easton, Maryland 21601 in an amount not-to-exceed \$1,800,000 for installation.
2. Authorize the City Manager to sign the contract with Avrio.
3. Authorize the City Manager to execute the support agreement with one-year of maintenance with additional one-year options for maintenance as follows:

Year 1 maintenance	Included - No Charge
Year 2 maintenance	\$98,000
Year 3 maintenance	\$112,000
Year 4 maintenance	\$125,000
Year 5 maintenance	\$145,000

4. Do not authorize the Citywide Camera Surveillance System contract. ***This action would prevent the building of the Citywide Camera Surveillance System and hamper the plans of the Police Department to enhance public safety in the City.***
5. Provide staff with further direction.

**Staff recommends Alternative Nos. 1, 2 and 3.**

### FISCAL IMPACT

Funding for the \$1,900,000 Citywide Camera Surveillance System project budget is available in a Technology Services Capital Improvement Project account (7210-30-39-80010) due to the City Council's previous funding of this project.

Due to the availability of the funding source identified above, approval of the Citywide Camera Surveillance System project contract will have no further impact on the City's General Fund operating budget.



**CITY COUNCIL GOALS**

The Citywide Camera Surveillance System will contribute towards the City Council’s goal of Public Safety, which states: Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

**SUMMARY**

Following an extensive evaluation process, staff has selected Avrio RMS Group (Avrio) as the preferred vendor for a Citywide Camera Surveillance System through a competitively bid Request for Proposals (RFP) process. Avrio has submitted the proposal that best fits the City’s needs from among a field of 11 proposals. The Citywide Camera Surveillance System is anticipated to begin in July 2012 and be completed by March, 2013 with the first cameras operational in December 2012. Avrio has also given the City a price guarantee on any equipment and services that are purchased during the next three years. Therefore, it is recommended that the City Council award the project to Avrio, authorize the Mayor to execute the contract, authorize the City Manager to execute a purchase order for one-time project costs not-to-exceed amount \$1,800,000, and authorize the City Manager to execute the one-year maintenance options related to the contract starting in year 2 of the contract.

***The proposed Citywide Camera Surveillance System has been reviewed and is supported by the Public Safety Subcommittee.***

**ATTACHMENTS/EXHIBITS**

Attachment 1: Citywide Camera Surveillance Project Contract Agreement

Prepared By:  
Steve Hargis  
Technology Services Division Manager

Department Head Approval by:  
Richard Teichert  
Financial & Administrative Services Director

Concurred By:  
Brandon Ford  
Lieutenant

Concurred by:  
Joel Ontiveros  
Chief of Police

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

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**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the “City”, and 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:**

Contractor’s Name: Avrio Group Surveillance Solutions, LLC  
 (aka Avrio RMS Group)  
 Address: 3 N. Harrison Street, Suite 100  
 City: Easton, Maryland 21601  
 Business Phone: (410) 820-9334 x101 Fax No.: (410) 820-4304  
 Other Contact Number: \_\_\_\_\_  
 Business License Number: \_\_\_\_\_  
 Federal Tax I.D. Number: 26-3966298

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

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference. If there is a conflict between documents incorporated by reference therein, the document highest in precedence shall control. The precedence shall be:
  - a. First: This Agreement
  - b. Second: City Request for Proposals (RFP)
  - c. Third: Contractor Proposal
  - d. Fourth: City Finalist Questions
  - e. Fifth: Contractor Presentation
  - f. Sixth: City Request for Best and Final Offer
  - g. Seventh: Contractor Best and Final Offer
  - h. Eighth: Support Agreement

Agreed upon change orders, supplemental agreements, and approved revisions to the specifications become a part of item First.
- B. The City’s responsibility, other than payment, is described in Exhibit “B” attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The Contractor Starting Date is August 28, 2012 and the Contractor Ending Date is August 27, 2013. 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 (including,

without limitation, the City) 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.

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. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, (collectively, "Claims") incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. The City shall promptly notify Contractor of any Claims. The City's failure to provide such notice to Contractor shall limit Contractor's defense or indemnification obligations to the extent that the delay is prejudicial to Contractor. Contractor shall have the right to assume the defense and settlement of any third party Claims for which Contractor is providing indemnification hereunder.
- F. City Indemnification. The City agrees to indemnify, defend and save the Contractor harmless from any and all liability, Claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all Claims which arise from the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused by the negligent acts of the City, Housing Authority 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. Contractor's failure to provide such notice to the City shall limit the City's defense or indemnification obligations to the extent that the delay is prejudicial to the City. The City shall have the right to assume the defense and settlement of any third party Claims for which the City is providing indemnification hereunder.

- G. **Limitation on Liability.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CONTRACTOR'S AGGREGATE LIABILITY FOR CLAIMS BY THE CITY ARISING FROM A BREACH OF THIS AGREEMENT WITH RESPECT TO NON-PERFORMANCE SHALL NOT EXCEED THE AMOUNTS PAID BY THE CITY TO CONTRACTOR HEREUNDER. CLAIMS ARISING FROM PERSONAL INJURY, PROPERTY DAMAGE, LABOR AND MATERIAL CLAIMS, THIRD-PARTY CLAIMS, AND NON-PERFORMANCE RELATED CLAIMS ARE NOT LIMITED BY THE FOREGOING LIMITATION.
- H. **Insurance Requirements.** The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

⊗ **General Liability Insurance**—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$5,000,000 per occurrence/ \$5,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

⊗ **Professional Errors and Omission Insurance**—such coverage shall not be less than \$1,000,000 per claim and aggregate.

⊗ **Liability and Property Damage Insurance** coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the

execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- I. Intellectual Property. Any system or documents developed, produced or provided by Contractor exclusively for the City 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.
- J. 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.
- K. Termination.
  - (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. In event of any termination of this Agreement, the City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for the value of all non-objected to services performed by the Contractor and all products delivered and accepted 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.

- L. 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 Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- 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. Bonds. The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S. Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

- P. Traffic Control Plans. Contractor shall submit Traffic Control Plans and receive approval from the City of Moreno Valley, Transportation Engineering Division based on the 2012 Work Area Traffic Control Handbook and the 2012 California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones from the CalTrans Manual. A copy of the above manuals will be provided by the City.
- Q. Permits. Contractor shall obtain approved Encroachment Permit from the Land Development Division, Entry Permit from the Parks and Recreation Division, Building Permit from the Building and Safety Division, and approval and Inspection from the Transportation Division as required by City.
- R. California Labor Code. For the field installation portions of the contract the City **requires** the payment of prevailing wages, submission of certified payrolls, and compliance with other Labor Code provisions. *This contract is considered a public works contract as defined by the Public Contract Code. (California Code of Regulations starting at section 16000)*
- S. Assignment. Contractor may collaterally assign its rights hereunder to a lender or lenders providing financing for Contractor.
- T. Disclaimer of Warranties. **OTHER THAN FOR THE EXPRESS WARRANTIES OF CONTRACTOR CONTAINED IN THIS AGREEMENT OR THE RFP, CONTRACTOR DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED HEREUNDER. IN NO EVENT CONTRACTOR'S WARRANTIES SHALL APPLY TO GOODS THAT HAVE BEEN SUBJECTED TO ALTERATION, MISBRANDING, MISLABELING, MISUSE, MISHANDLING, ABUSE, NEGLIGENCE, OR ACCIDENTAL DAMAGE CAUSED BY PARTIES OTHER THAN CONTRACTOR.**

**SIGNATURE PAGE TO FOLLOW**



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

City of Moreno Valley

Avrio Group Surveillance Solutions, LLC

BY: \_\_\_\_\_  
Henry T. Garcia, City Manager

BY: \_\_\_\_\_  
Darrin Lipscomb, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

ATTEST:

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

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Date

\_\_\_\_\_  
Financial & Administrative Services Director

\_\_\_\_\_  
Date

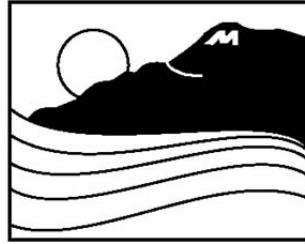
CITY OF MORENO VALLEY  
CITYWIDE CAMERA SURVEILLANCE SYSTEM  
PROJECT # TS-CCSS 2012-02

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M O R E N O



V A L L E Y

# REQUEST FOR PROPOSALS

RFP # TT 11/12-10

## CITYWIDE CAMERA SURVEILLANCE SYSTEM

PROJECT # TS-CCSS 2012-02

*April 2, 2012*

Proposals are due Wednesday, May 9, 2012

Before 2:00 p.m. PST

# **RFP # TT 11/12 10**

CITY OF MORENO VALLEY  
CITYWIDE CAMERA SURVEILLANCE SYSTEM  
PROJECT # TS-CCSS 2012-02

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# **RFP # TT 11/12 10**

CITY OF MORENO VALLEY  
Citywide Camera Surveillance System  
Project # TS-CCSS 2012-02

## **GENERAL PROPOSAL TERMS AND CONDITIONS**

Notify the City if you wish to receive addendums – Contact the Purchasing Division at [PurchasingDivision@moval.org](mailto:PurchasingDivision@moval.org) if you wish to receive any addendums via e-mail related to this RFP; otherwise all addendums will be posted on the City’s web site. Questions relating to this addendum will be received through April 26, 2012; questions received after that will not be answered.

Requirement to Meet All Proposal Provisions - Each proposer shall meet all of the specifications and RFP terms and conditions. By virtue of the proposal submission, the proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the RFP. Nonsubstantial deviations may be considered provided that the proposer submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is nonsubstantial will be determined by the City of Moreno Valley in its sole discretion.

Communications Regarding Proposal - All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the City. All questions regarding this RFP should be in writing to: [PurchasingDivision@moval.org](mailto:PurchasingDivision@moval.org)

Proposal Submission – Four (4) printed and one (1) electronic copy of the proposal must be submitted. Each proposal must be submitted on the form(s) provided in the RFP. One (1) Price proposal shall be enclosed in a separate sealed envelope, addressed to:

City of Moreno Valley  
City Clerk’s Office

<p><i>(hand or delivery service)</i> 14177 Frederick Street Moreno Valley, CA 92552</p>	<p><i>(postal)</i> PO Box 88005 Moreno Valley, CA 92552</p>
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In order to guard against premature opening, the Proposal shall be clearly labeled with the RFP number, title, name of proposer, and date and time proposals are due. If the proposal is delivered to the City in express delivery or other priority mail services, the above information must also be included on the outside shipment envelope.

Submission of One Proposal Only - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one proposal, except an alternative proposal when specifically requested. However, an individual who has quoted prices on materials to a proposer submitting a Proposal is not thereby disqualified from quoting prices to other proposers submitting proposals.

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**Proposal Withdrawal** - A proposer may withdraw its Proposal without prejudice prior to the time specified for the proposal opening by submitting a written request to the City's Finance Director/City Treasurer for its withdrawal. If this occurs, the Proposal will be returned to the proposer unopened. No Proposal received after the time specified or at any place other than the place stated in the Request for Proposals will be considered.

**Proposal Retention and Award** - The City reserves the right to retain all proposals for a period of 30 days after the proposal opening date for examination and comparison. The City also reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations, and to make the award as the interest of the City may require based on the criteria identified in this RFP Terms and Conditions.

**Contract Requirement** - The proposer to whom the award is made shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by proposer of oral communication of the intent to award, whichever occurs first. The Contract shall be made in the form adopted by the City and incorporated in these specifications. The proposer warrants that proposer possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, proposer shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

**Failure to Accept Contract** - If upon notification of intent to award the contract by the City, the proposer fails to enter into the Contract within the specified time period, the pending award will be annulled. Any proposal security will be forfeited in accordance with these RFP Terms and Conditions if a bond or security is required. An award may be made to the next most qualified proposer who shall fulfill every term and condition of the RFP.

**Business License** - The City's Business Ordinance requires that a Business License be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City. The amount of the tax is based on gross receipts resulting from business conducted in the City of Moreno Valley and is required to be paid when business is conducted in the City even though the principal location of the business may be outside of the City or a Business License has been issued to them by another city. Issuance of a Business License is only evidence of the fact that the business license fee and applicable business gross receipts tax has been paid. It does not sanction or approve any operation not otherwise permitted. Verification that the proposer has a valid City of Moreno Valley Business License will be obtained by the City prior to the execution of the contract. Additional information regarding the City's Business License program may be obtained by calling (951) 413-3084.

**Submission of References** - Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.

**Insurance** - The Contractor shall meet the following provisions (Sections 1 through 7) relating to insurance coverage.

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1. **General Conditions** - Without limiting the Contractor's indemnification of City, Contractor shall provide and maintain at its own expense the insurance listed under Section 7 (Evidence of Coverages) covering its operations, subject to the following conditions:
  - a) The City, its Boards, Officers, Agents, and Employees shall be included as additional insureds in all liability insurance policies and endorsements thereto except for Workers' Compensation and Professional Errors and Omissions. The City shall be named Loss Payee as its interest may appear in all property insurance.
  - b) Such insurance shall be primary with respect to any insurance maintained by City and shall not call on City's insurance for contributions.
  - c) With respect to the interests of the City, the Contractor's insurance shall not be canceled nor reduced in coverage or limits until after thirty (30) days written notice shall have been sent by certified mail (return receipt requested) to the City of Moreno Valley, Finance Department, 14177 Frederick Street, PO Box 88005, Moreno Valley, CA 92552-0805, and shall contain an unequivocal clause so stating.
  - d) A City approved endorsement or certified copy of insurance policy providing coverage shall be submitted to and approved by the City's Risk Manager prior to commencement of any work or tenancy.
  
2. **Workers' Compensation** - The Contractor shall procure and maintain, during the life of the contract, workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project. In case any of the work is sublet, the Contractor shall require all subcontractors to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by the Contractor.

By submitting a proposal pursuant to these specifications, Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation.
  
3. **Aggregate Limits/Blanket Coverage** - If any of the required insurance coverages contain aggregate limits or apply to other operations or tenancy of the Contractor outside these specifications, Contractor shall give City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against that insurance which may diminish the protection that such insurance affords the City. Contractor shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.
  
4. **Modification of Coverage** - The City reserves the right at any time during the term of any contract executed with the Contractor pursuant to these specifications (Contract) to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days written notice. If such change should result in a premium increase in excess of ten (10%) percent to Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to the City.
  
5. **Failure to Procure or Maintain Insurance** - Contractor's failure to procure or maintain required insurance program shall constitute a material breach of contract under which the City may immediately terminate the Contract or, at its discretion, procure or renew

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such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from Contractor, or deduct all monies so paid from payments due Contractor.

6. Underlying Insurance - Contractor shall be responsible for requiring indemnification and insurance from its employees receiving mileage allowance, consultants, agents, and subcontractors, if any, to protect the Contractor's and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes. Contractor is encouraged to seek professional advice in this regard.
7. Evidence of Coverages - Evidence of coverages (as checked below) having as a minimum the limits shown must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

<u>Description</u>	<u>Limits</u>
<input checked="" type="checkbox"/> Workers' Compensation <input type="checkbox"/> Employer's Liability	Statutory <u>\$500,000</u>
<input checked="" type="checkbox"/> General Liability (must be written on an Occurrence Form) <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Broad Form Property Damage	\$5,000,000
<input checked="" type="checkbox"/> Automobile Liability (must be written on an Occurrence Form) <input type="checkbox"/> Owned Automobiles <input type="checkbox"/> Nonowned/Hired Automobiles	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Professional Errors and Omission	<u>\$1,000,000</u>

Non-Exclusive Contract - The City reserves the right to purchase the items listed in the Detailed Proposal Specifications/Proposal Submission Form, as well as any supplemental items, from other vendors during the contract term.



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CITY OF MORENO VALLEY  
Citywide Camera Surveillance System  
Project # TS-CCSS 2012-02

### **BACKGROUND ON CITYWIDE CAMERA SURVEILLANCE PROJECT**

The City of Moreno Valley, Police and Financial & Administrative Services Departments, are requesting proposals pursuant to Project # TS-CCSS 2012-02, Citywide Camera Surveillance Installation and Integration. The completed Citywide Camera Surveillance system will be utilized by the City to support public safety, traffic management, and asset protection activities in service to its citizens.

As the City makes cutbacks in the area of public safety, a citywide camera system will aid law enforcement in their efforts to combat crime in the community. Efforts to research the benefits of a City-wide camera surveillance system included staff visiting the cities of Redlands and Santa Monica to view their camera systems. Both Redlands and Santa Monica had very positive feedback on their camera systems. Their Citywide camera systems have allowed them to actively monitor parks, piers, shopping malls, and parking lots from a remote location. While monitoring their Citywide camera surveillance systems, they have witnessed crimes occurring such as vandalism, burglaries, drug deals, and assaults with a deadly weapon. Additionally, officers have been able to deter city ordinance violations, such as being in a park after hours. The use of the citywide camera surveillance system has led to the identification and arrest of suspects in a multitude of crimes. In some of these cases, by the time officers arrived to investigate a crime, if the suspects have disposed of any evidence; the citywide camera surveillance system has aided officers in the recovery of evidence.

Most camera systems offer software analytics; this software lends itself to making law enforcement more efficient. For example, there is technology that allows for the use of virtual trip wires at desired locations. Crossing these virtual trip wires activates an alarm in the monitoring room and leads to quick action by officers and the ability to coordinate a response to apprehend suspects. There is also software available for license plate reading as vehicles pass through intersections. Some cities use add-on capabilities for gunshot sound recognition and locating. Gunshot sound locating, yet another analytical tool, requires equipment and software be placed at the camera locations. When a gunshot sound is detected, the cameras in that area are automatically turned towards the gunshot sound. This technology can aid in coordinating responses by police and medical personnel to safely render aid to victims and to apprehend suspects. These are just a few of the technologies that are available for a Citywide camera surveillance system. Each of these components to the Citywide camera surveillance system is aimed at preventing or reducing crime, and in cases where a crime occurs, documenting it.

In researching Citywide camera surveillance systems staff discovered that the communications infrastructure is an expensive, upfront cost; however, it is a necessary cost in order to correctly build a lasting foundation. Trying to expand infrastructure as the system grows raises costs in the long term. This is a lesson learned from the City of Redlands and they have encouraged our city to avoid the same mistake. Absent fiber communications throughout the City, a wireless backhaul system is envisioned for this project. As existing fiber plans become a reality, the system will be converted from wireless to fiber. With solid infrastructure in place, the Citywide camera surveillance system can expand to add cameras as funding becomes available.

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## **QUALIFICATIONS AND SCOPE OF WORK**

The vendor's history of performance and demonstrated ability in providing similar wireless based video surveillance solutions will be assessed. Preference will be given to vendors who are able to provide solid references and who have demonstrated a history of meeting project implementation and long-term maintenance commitments.

The vendor's qualifications and certifications associated with the proposed technologies will be considered.

The total budget for this Citywide Camera Surveillance System is \$1.8 million dollars. In order to minimize the City's risk involved with the completion of this project, the successful bidder will be required to either (A) execute a performance bond for \$540,000 dollars, or (B) agree to a payment schedule where the final \$540,000 is not due until the City has formally accepted the complete system.

There are no contingency funds; respondents are required to meet the functional requirement of this RFP while staying within this budget.

April 11, 2012 1pm	Pre-bid meeting Police Department Main Conference Room 22850 Calle San Juan De Los Lagos Moreno Valley, CA 92552
May 2012	Evaluate RFP responses
June 2012	Negotiate with Finalists
June 12 or 26, 2012 Tuesday 6:30 pm	Award contract
July 2012	Begin implementation of the system
November 30, 2012	Complete implementation of the system

This RFP covers the above estimated schedule through November 2012; the dates are subject to change.

Proposal Content - The City is requesting comprehensive proposals to design, acquire, install, and maintain a city wide surveillance system to serve as a turnkey solution. The City plans to install surveillance cameras on city owned infrastructure including traffic control and lighting poles as well as city owned buildings. In addition the city plans to utilize public – private partnerships which will also allow the use of privately owned infrastructure for camera or wireless radio placement. The City's goal for the system is to provide video technology to

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improve overall safety and security to the residents of the city.

The City has little fiber infrastructure at this point and is requiring that a wireless backbone be placed throughout the City. This backbone must meet the broadband requirements of the listed camera locations as indicated on the attached maps. The backbone infrastructure should be designed to allow for the addition of new cameras as they are added by the City. It is our desire to obtain as close to 100% coverage of the City as possible. Vendor will identify locations throughout the City to place access points and backhaul infrastructure to bring the video signals to the City of Moreno Valley Emergency Operations Center (EOC) for recording and distribution for viewing from multiple locations within the City network. Fiber infrastructure is being expanded as the budget allows which will complement the backhaul for the Citywide Camera Surveillance System. The plan to expand the City to the southeast will include the requirement to expand fiber in that area. If fiber is available (see Attachment Q for map of existing fiber) it is the preferred method of providing the video backhaul to the EOC, otherwise the wireless backhaul will have to be used.

The City requires the complete backbone to be built out with as many cameras included in the proposal as the budget will allow. A list (Exhibit A) of the proposed camera locations is attached including cameras located at intersections within the City and at several City Parks. Phases 1 & 1A camera locations are the most important locations for immediate placement and are not in any order of importance. Phase 2 camera locations are listed in descending order of importance. Phase 3 camera locations may be addressed at a later time if the budget does not allow for them now. There are 36 Phase 1 locations listed on the map but this does not necessarily equate to 36 cameras. Most camera locations at intersections could easily include two fixed high definition and/or megapixel cameras and one PTZ camera. The City desires that cameras at park locations make it possible to monitor persons in the vicinity of the restrooms, playgrounds, and the parking lots as well as in common areas. The City also desires that select cameras be placed in locations and at proper heights to make facial recognition possible using software provided by DataWorks Plus ([www.dataworksplus.com](http://www.dataworksplus.com)). Cameras located at intersections should have a clear view of all directions if possible. Cameras should be able to distinguish make, model, color, and number of people in the vehicle passing through the view of the camera. The ability to read a license plate is desired if possible.

The City also desires three portable "camera systems" which can be set up for use on a pole with relative ease. These cameras will be used for emergency situations as well as for gathering potential evidence for police investigations. The "camera system" will include a PTZ camera and necessary equipment to connect into the video backhaul for recording at the EOC. The Vendor shall train selected City personnel, at the request of the City, to move these cameras to desired locations.

In order to assure long term viability of the system the City desires to assure the system is interoperable with a wide variety of component hardware and software applications well into the future. Therefore, solutions which maximize the use of widely available hardware and software from well-established providers are preferred. The City also prefers solutions which can demonstrate interoperability of all proposed system components with equipment and software from a variety of alternate manufacturers.

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The selected bidder shall provide all materials and labor required to implement a fully functioning system. The system will be implemented to the extent the budget will allow.

Prevailing Wages - For the field installation portions of the contract the City requires the payment of prevailing wages, submission of certified payrolls, and compliance with other Labor Code provisions. *This contract is considered a public works contract as defined by the Public Contract Code (California Code of Regulations starting at section 16000).*

### Evaluation Criteria

The criteria and requirements listed below form the basis for evaluating each proposal; the proposal to which the City awards the contract will offer the best balance of these criteria while achieving the most complete and responsive compliance with the requirements. The City expects the evaluation process to follow 3 steps. Step 1 will include a thorough review of every proposal to identify multiple proposals that will be deemed finalists. Step 2 will result in a ranking of the finalists proposals and may include reference checks, discussions, meetings, presentations, site visits, or demonstrations of the proposed system. Step 3 will involve negotiations with finalists and result in awarding a contract to the successful proposal. Proposal clarifications may occur with multiple vendors simultaneously; however, negotiations resulting in a contract will occur one proposal at a time.

1. Functional Requirements and Characteristics
  - a) Wireless coverage of the City with respect to the existing camera locations and the future addition of camera in different areas
  - b) Ability to monitor all areas indicated on the location maps
  - c) Ability to readily identify objects of interest anywhere within camera range for both live and recorded video
  - d) Analytic abilities of the cameras and the Video Management System (VMS)
2. Flexibility, Ease, and Intuitiveness of Use
  - a) Ability to utilize the system in all of the scenarios envisioned (e.g., video monitoring from multiple locations)
  - b) Thoroughness and practicality of the camera system, including software, integration, analytics, as well as intuitive design
3. System Hardware/Software Environment and System Performance
  - a) Ability to integrate 3rd party functionality into the VMS; including the breadth, performance, and ease of use of the tools
  - b) Wireless network bandwidth and performance among cameras, VMS, storage, and monitoring locations
  - c) Ability of the hardware and software to accommodate growth with minimal disruption and expense

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4. Capacity of the Storage
  - a) Length of time to store recorded video
  - b) Ability to easily add storage capacity
  - c) Ability to inexpensively add storage capacity
  - d) Ability to manage storage with existing staff and knowledge of SAN management
5. Vendor Responsiveness and Performance
  - a) Experience and skills of the organization and personnel
  - b) Past performance with the City and on similar projects elsewhere
  - c) System implementation plan and schedule
  - d) Thoroughness and practicality of backbone design

Technical Requirements - Provide alarming capability for programmable events. Alarm capability shall include at a minimum, on-screen alerts, audible alarms and generate email notifications. The VMS shall support multiple alarms and is desired to integrate with the County of Riverside CAD system, Tiburon.

Manage Internet-Protocol (IP) cameras or analog cameras with encoders from multiple manufacturers. H.264 is a recording requirement and compatibility with high definition and/or megapixel technology is required.

Provide the ability to export video in a variety of common formats as well as a (watermarked) export with a player download which allows the video to be played on most computers without having to download a player onto the users' computer. Copied video must meet District Attorney's Office and Court regulations to be legally admissible in court as evidence and preserve the chain of custody.

Include adequate processing power and speed to comfortably support all system requirements.

Include adequate disk and controller redundancy using an appropriate RAID configuration to assure system will continue to operate in the event of a single disk failure and/or a single controller failure.

VMS must be capable of recording pre-event and post-event footage for cameras set to record on motion only.

A supported Software Development Kit (SDK) to allow custom development of software to provide additional video management features as required. The SDK should include API's which 3<sup>rd</sup> party products can use to integrate (e.g. Kimley-Horn & Associates, KITS). Indicate whether or not the 3<sup>rd</sup> party APIs are used by the product to provide core system functionality.

Use of common storage technologies on readily available hardware obtainable from a variety

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of well-established manufacturers.

Three portable wireless camera, radio, and antenna assemblies shall be delivered, complete with training on their setup and use. Each shall be deployable, including fully functioning backhaul communications, anywhere in the City with a minimum of effort.

All servers and equipment with the capability to synchronize time will be compatible with a Spectracom time server.

We require a breakdown of cost by location of equipment so if we need to trim cost or add equipment we know what it will take to meet our goal.

The wireless backhaul will be brought back to the City of Moreno Valley EOC building located at 22870 Calle San Juan De Los Lagos.

If any proposed camera site lacks power we will consider moving the camera to a different nearby location or delete that location so it may be addressed at a later date

All contractors and their employees will adhere to all Federal and State of California laws and all county and local codes. Work will be inspected periodically to insure compliance. City personnel may accompany installers at any time.

If a licensed radio channel is to be used the license will be obtained by and issued in the name of the City of Moreno Valley.

All PTZ cameras and the VMS must be capable of receiving alarm triggers for repositioning to a preset or set of co-ordinates. We intend to integrate the VMS with the Riverside County CAD system for alarm triggers. PTZ cameras must have the capability to be set to a preset view and move automatically when an alarm trigger is received. We would like to group cameras for a single alarm trigger so a "Code Alex" scenario (will be explained at pre-bid meeting) would move several cameras to preset locations.

Analytics is a necessary element for the system including but not limited to abandoned object, trip wires, motion, and vandalism detection or hooding, and flow of traffic. We wish to expand the VMS at a later date to also include License Plate Recognition. We desire the capability to follow a suspect or vehicle from camera to camera in the live or recorded view if that technology is available and affordable.

The VMS shall be capable of passing one way audio over the wireless network to allow a monitor to speak to subjects at parks so an officer does not need to be dispatched to the location to contact an individual.

The VMS must allow users to be setup to allow limited to full access to live or recorded video at our discretion. Some cameras will belong to various groups (e.g., Traffic, Police, School District, individual businesses, Facilities, etc.) and the VMS must allow us to give access to live and recorded video from cameras based on group permissions. The group permissions must be able to overlap; for example, the Police group must be able to address and control all cameras but the School District can only access the cameras near schools.

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A remote video viewing station will be set up in the Community Room off the lobby of the Police Department. This viewing station must have the capability to have the video stream disconnected immediately by the activation of a "kill" switch located in the main monitoring station within the police department. This "kill" switch may be mechanical or software driven if reliable. A camera to monitor those viewing the system shall be placed in the room to verify who was in the room and observe no recording devices were used while viewing the cameras.

PTZ cameras must have "window blanking" or "masking" of areas within the view of the camera to deal with right to privacy issues.

Current police department cameras and interview room cameras need to be integrated into the new system. There are currently approximately 48 cameras inside the Police Department that terminate in the sergeants office into three i3VR digital video recorders. The video may be brought into the system either by replacing the cameras and wiring and bringing IP video into the system or by use of encoders. Vendor shall propose the best solution.

Synchronized playback is a requirement. A user must be able to synchronize the playback so that events captured by different cameras can be viewed simultaneously on the same timescale.

Mapping of cameras with multiple layers is a must so that the viewer can "drill" down through layers of county, city, area, and maps of building with a hyperlink to video for a specific camera. An ESRI shape file is preferred (City will provide ESRI base shape files if requested). Maps are to be associated with police department beats and zones. A Google Earth or aerial map is acceptable.

Cameras must have true day/night switching capabilities and certain locations may require IR lighting.

Latency when switching from camera to camera on the system must be kept to an absolute minimum and specifically addressed in the proposal with the maximum acceptable latency factor identified in fractions of a second.

Vendor shall document all components in their proposal. This includes manufacturer, model number and specifications. Supporting documentation including User and technical guides, user ids, passwords, license keys, original copies of software, and any other elements required to fully operate, maintain, and upgrade the system shall be provided.

Vendor shall ensure all installation personnel are appropriately licensed and all equipment is installed according to appropriate code requirements.

Vendor is required to provide information regarding potential scalability of proposed system. The entire system shall be capable of adding components to allow for future growth without a major upgrade of components.

During the warranty period, the vendor shall maintain locally or regionally readily available supplies of system spare parts in adequate quantity to ensure the rapid replacement of any

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system-related component(s) which may fail. This supply of spare parts will enable the Vendor to perform critical repairs to the system within a four hour time frame. [Project Coordinator, or his designee, may maintain a supply of spare cameras and system components at their sole discretion].

It is desired that cameras be recorded at 15 to 30 frames per second depending on the camera location. We also desire the recording solution to be overbuilt as far as storage is concerned to allow for the expansion of the system. Business partners and the school district may bring many cameras into the system in the near future.

The VMS must have the capability of storing “stills” or “snapshots” from recorded video.

All wiring must be neat and installed to BICSI standards by industry certified personnel.

Desired Technical Specifications/Requirements - It is desirable for the VMS to post thumbnails representing video clips as the result of a search so video may be searched more rapidly. A click of the mouse should cause a selected thumbnail to play the associated video clip.

It is highly desirable to integrate video from third parties such as schools, banks, businesses and other city departments into one system. How this is to be accomplished must be addressed in the proposal.

We desire the capability to integrate with school intercom systems so a monitor can speak to subjects over the school districts’ “Bogen” outdoor intercom.

The VMS should have audit ability capable of tracking user login, export of video and it is desired that camera usage be tracked also. This audit log will require the user to enter a reason for the download, such as a police file number or a reason that is in a drop down menu. If a file number is not entered or left blank, or the reason is invalid, it should not allow the recording to be downloaded by the individual user, but it can be overridden by a system administrator.

We desire the ability to record several television channels including audio primarily for news broadcasts.

Preference will be given to video solution that will allow for an unlimited number of users without an associated individual licensing fee.

Cameras must be able to default to a predetermined setting after being idle a specified time period. Preference is to have the ability to change the preset based on time of day and day of the week.

Training Requirements - The vendor shall prepare, administer and conduct an onsite training program designed for designated personnel to fully and efficiently operate and maintain the installed video monitoring system. Training shall be of sufficient scope and depth to ensure all designated personnel who complete the program shall be fully qualified, certified and capable of operation the system as installed including any programming of camera analytics or the VMS.



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The vendor shall provide a copy of all training aids to the City.

The vendor shall prepare and provide a complete training and operational manual for all installed systems to the City.

Maintenance/Service Requirements - An ongoing maintenance and service support program is considered integral to this project. The selected vendor shall provide on-call service support 24 hours per day, 365 days per year starting the day the City certifies complete system acceptance. The selected vendor shall also provide, as part of maintenance, preventative care for the cameras and radios no less than twice each year. This includes camera lense or dome cleaning, camera positioning adjustments, and wireless radio adjustments. All cameras and other equipment shall have a warranty of at least one year with cost of all maintenance for first year included. City desires Vendor to bid yearly maintenance cost for five additional years on a year by year basis.

Vendor shall be capable of providing on-site maintenance and repair within 4 hours in the event the wireless network goes down, multiple cameras go off line, or if the monitoring center loses control or video image, or is incapable of viewing or recording video feeds.

Minor problems may be handled on a next business day basis.

Maintenance and service shall not be transferred or assigned to any subcontractor without prior written approval from the City.

Maintenance work shall be performed by competent and qualified personnel under supervision and direct employ of the vendor with proper licensing.

Law Enforcement Background Check - All employees working on the premises will be required to submit and pass a Law Enforcement Background – Criminal History Check. Forms will be provided for your employees. Any work done on the premises will be pre-arranged in order to have police personnel accompany workers. Vendor will assign a designee to be available to attend one hour Community Advisory Meetings held at the police department once a month or less often as required

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**SUMMARY PROPOSAL SUBMISSION FORM**

TO: City of Moreno Valley  
Purchasing Division  
PO Box 88005  
Moreno Valley, CA 92552-0805

Dated: \_\_\_\_\_

The undersigned declares that he or she has carefully examined Project # TS-CCSS 2012-02 accompanying the Request for Proposals, and is thoroughly familiar with the contents thereof; and is authorized to represent the proposing firm; and proposes to provide:

Proposal Item: Citywide Camera Surveillance System

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

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

Signature: \_\_\_\_\_ Phone No: \_\_\_\_\_

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## **STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES**

The proposer is required to state his or her financial ability to undertake these services, and to provide a general description of similar work performed.

Please list the actual years of experience while engaged in providing the type of work included within the scope of work of this request for proposals, and list the business name under which the services were performed:

Actual Years' Experience	Name of firm(s) under which services were performed

List and describe fully the last two contracts performed by your firm that demonstrate your ability to complete the work included within the scope of work of the RFP. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your qualifications.

### Reference No. 1

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

Contact Individual: \_\_\_\_\_ Phone No: \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of work done: \_\_\_\_\_

---

**RFP # TT 11/12 10**

Reference No. 2

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

Contact Individual: \_\_\_\_\_ Phone No: \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of work done: \_\_\_\_\_

\_\_\_\_\_

Reference No. 3

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

Contact Individual: \_\_\_\_\_ Phone No: \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of work done: \_\_\_\_\_

\_\_\_\_\_

**RFP # TT 11/12 10**

CITY OF MORENO VALLEY  
Citywide Camera Surveillance System  
Project # TS-CCSS 2012-02

**STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES**

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_

I am the \_\_\_\_\_ of \_\_\_\_\_ the  
proposer herein. I have read the foregoing statement and know the contents thereof;  
and I certify that the same is true of my own knowledge, except as to those matters  
which are therein stated upon my information or belief, and as to those matters I believe  
it to be true.

Executed on \_\_\_\_\_ at \_\_\_\_\_, California  
(date) (place)

I declare, under penalty of perjury, that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

CITY OF MORENO VALLEY  
Citywide Camera Surveillance System  
Project # TS-CCSS 2012-02

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

"I am aware of the Provisions of Section 3700 of the Labor Code which requires 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."

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

CITY OF MORENO VALLEY  
Citywide Camera Surveillance System  
Project # TS-CCSS 2012-02

**IMPORTANT INFORMATION REGARDING TIMELY SUBMITTAL OF PROPOSAL**

ON-TIME RECEIPT OF YOUR RESPONSE - The responsibility of ensuring that your time-sensitive document is received by the due date and time AND delivered to the City office stated in our invitation, rests solely with the sender. You may hand deliver your document to the proper office listed in the invitation. Only an official time stamp from the City office listed in our invitation is acceptable as proof of timely delivery. A delivery time stated by a delivery service is not valid as proof of timely delivery. The City of Moreno Valley assumes no responsibility for bids, proposal or quotes which arrive at the City office stated in our invitation beyond the due date and time.

PLEASE NOTE: Deliveries made to the City by the United States Postal Service, or any other delivery service, will be routed through an internal delivery system. Utilizing any delivery service will delay delivery to the actual addressed City office or individual and may cause your response to be late and unacceptable.

Regardless of the method you choose to submit your time-sensitive document, you must allow for our internal delivery system to process your item to the required office before the due date and time. In order to be fair to all responders, late bids, proposals or quotes will not be accepted and will be returned unopened.

You are encouraged to contact the number listed in the RFP for verification of receipt or contact the City at 951-413-3000 to be connected to the appropriate office.

**SAMPLE CITY CONTRACT**

City of Moreno Valley

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the “City”, and 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:**

Contractor’s Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_ Fax No. \_\_\_\_\_  
 Other Contact Number: \_\_\_\_\_  
 Business License Number: \_\_\_\_\_  
 Federal Tax I.D. Number: \_\_\_\_\_

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

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’s responsibility, other than payment, is described in Exhibit “B” attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The Contractor Starting Date is \_\_\_\_\_ and the Contractor Ending Date is \_\_\_\_\_. 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.

**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. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. City Indemnification. The City agrees to indemnify, defend and save the Contractor harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all claims which arise from the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused by the negligent acts of the City, Housing Authority 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 will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance

shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$5,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

- Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.
- Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.
- Insurance requirements waived with Risk Manager’s approval.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- 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.

- J. (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.
- K. 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.
- L. 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.
- M. 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.

**SIGNATURE PAGE TO FOLLOW**

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

City of Moreno Valley

Insert Name of Contractor

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

<b><u>INTERNAL USE ONLY</u></b>
ATTEST:
_____ City Clerk
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Chief of Police
_____ Date
_____ Financial & Administrative Services Director
_____ Date

## EXHIBIT C

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$\_\_\_\_\_.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Contractor will electronically submit an invoice to the City as provided in this Agreement for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices shall be submitted to the Financial & Administrative Services Department at

[<email address>](mailto:_____@moval.org)@moval.org or calls directed to (951) 413-????.

4. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:  
[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

**EXHIBIT C**

**SAMPLE CITY PERFORMANCE BOND**

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

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

**FAITHFUL PERFORMANCE BOND**

**(\$540,000)**

**PROJECT NO. TS-CCSS 2012-02**

**CITYWIDE CAMERA SURVEILLANCE SYSTEM  
MORENO VALLEY, CALIFORNIA**

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 XXXXXXXXXXXXXXXX, Principal hereinafter designated as "Contractor" and have entered into a Contract Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Contract Agreement, dated \_\_\_\_\_, 2012, and identified as **Project No. TS-CCSS 2012-02**, is hereby referred to and made a part hereof; and

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

NOW THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of Five-hundred and Forty-thousand dollars, (\$540,000), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CONTRACTOR**

**SURETY**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

Approved as to Form this

\_\_\_\_\_ day of \_\_\_\_\_, 2012

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

**NOTE:**

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



# RFP # VAG TT 11/12 10

EXHIBIT A

## CAMERA LOCATIONS BY PRIORITY

	Location		Phase	Direction	PTZ Included
<b>Beginning of Phase 1</b>					
1	Ironwood & Pigeon Pass	Red	Phase 1	E/W	Y
2	Ironwood & Graham	Red	Phase 1	E/W	Y
3	Sunnymead Ranch PKY & Old Lake	Red	Phase 1	S/W	Y
4	Sunnymead Ranch PKY & Heacock	Red	Phase 1	N/S	Y
5	Sunnymead Ranch PKY & Perris	Red	Phase 1	N/S	Y
6	Hemlock & Heacock	Red	Phase 1	E/W	Y
7	Hemlock & Pigeon Pass	Red	Phase 1	N/S	Y
8	Sunnymead Blvd. & Heacock	Red	Phase 1	N/S	Y
9	Sunnymead Blvd & Graham	Red	Phase 1	E/W	Y
10	Sunnymead & Perris	Red	Phase 1	N/S	Y
11	Sunnymead & Indian	Red	Phase 1	E/W	Y
12	Frederick & Dracaea	Red	Phase 1	N/S	Y
13	Frederick & Center Point	Red	Phase 1	N/S	Y
14	Frederick & Alessandro	Red	Phase 1	E/W	Y
15	JFK & Perris	Red	Phase 1	N/S	Y
16	Day St. & Campus	Red	Phase 1	S/W	Y
17	Old HWY 215 & Alessandro	Red	Phase 1	E/W	Y
18	Old HWY 215 & Cactus	Red	Phase 1	E/W	Y
19	Iris & Perris	Red	Phase 1	E/W	Y
20	Iris & Lasselle	Red	Phase 1	N/S	Y
21	Iris & Moreno Beach	Red	Phase 1	E/W	Y
22	Alessandro & Perris	Red	Phase 1	E/W	Y
23	Alessandro & Nason	Red	Phase 1	E/W	Y
24	Perris & Hemlock	Red	Phase 1	N/S	Y
25	Heacock & JFK	Red	Phase 1	N/S	Y
26	Lasselle & Cactus	Red	Phase 1	E/W	Y
27	HWY 60 & Nason	Red	Phase 1	N/S	Y
28	HWY 60 & Moreno Beach	Red	Phase 1	N/S	Y
29	West Bluff Park	Red	Phase 1		Y
30	MV Comm Park	Red	Phase 1		Y
31	Sunnymead Park	Red	Phase 1		Y
32	Woodland Park	Red	Phase 1		Y
33	Pedrorena Park	Red	Phase 1		Y
34	Victoriano Park	Red	Phase 1		Y
<b>End of Phase 1</b>					
<b>Beginning of Phase 1a</b>					
35	Ironwood & Redlands	Blue	Phase 1a	N/S	Y
36	Perris & Nandina	Blue	Phase 1a	N/S	Y
37	HWY 60 E/B on ramp & Sunnymead	Blue	Phase 1a	E/W	Y
38	Towngate Memorial Park	Blue	Phase 1a		Y
39	Day St. & Box Springs.	Blue	Phase 1a	S/W	Y
<b>End of Phase 1a</b>					

## RFP # VAG TT 11/12 10

	Location		Phase	Direction	PTZ Included
<b>Beginning of Phase 2</b>					
40	HWY 60 N/S & Heacock	Gold	Phase 2	N/S	Y
41	Alessandro & Indian	Gold	Phase 2	N/S	Y
42	Lasselle & Rancho Verde HS	Gold	Phase 2	N/S	Y
43	Heacock & San Michele	Gold	Phase 2	N/S	Y
44	Indian & Nandina	Gold	Phase 2	N/S	Y
45	Frederick & Cottonwood	Gold	Phase 2	E/W	Y
46	Perris & Cottonwood	Gold	Phase 2	N/S	Y
47	Day St. & Eucalyptus	Gold	Phase 2	E/W	Y
48	Perris & Eucalyptus	Gold	Phase 2	N/S	Y
49	Frederick & Sunnymead Blvd	Gold	Phase 2	N/S	Y
50	Indian & Cottonwood	Gold	Phase 2	N/S	Y
51	Alessandro & Heacock	Gold	Phase 2	E/W	Y
52	Pigeon Pass & Old Lake Rd.	Gold	Phase 2	N/S	Y
53	Heacock & Dracaea	Gold	Phase 2	N/S	Y
54	Perris & Dracaea	Gold	Phase 2	N/S	Y
55	JFK & Lasselle	Gold	Phase 2	N/S	Y
56	Heacock & Fir	Gold	Phase 2	N/S	Y
57	Day & Cottonwood	Gold	Phase 2	N/S	Y
58	Indian & Ironwood	Gold	Phase 2	N/S	Y
59	Perris & Ironwood	Gold	Phase 2	E/W	Y
60	Indian & Bay	Gold	Phase 2	N/S	Y
61	Kitching & Alessandro	Gold	Phase 2	E/W	Y
62	HWY 60 E Perris off ramp & Sunnymead	Gold	Phase 2	E/W	Y
63	Camino Flores & Gentian Park	Gold	Phase 2		Y
64	Heacock & Ironwood	Gold	Phase 2	E/W	Y
65	Alessandro & Moreno Beach	Gold	Phase 2	N/S	Y
66	Alessandro & Redlands	Gold	Phase 2	E/W	Y
67	Green Belt	Gold	Phase 2		Y
<b>End of Phase 2</b>					
<b>Later Phases</b>					
68	Ironwood & Moreno Beach	Grn	Phase 3	E/W	Y
69	Heacock & Reche Vista	Grn	Phase 3	E/W	Y
70	Indian & Atwood	Grn	Phase 3	E/W	Y
71	Indian & Myers	Grn	Phase 3	N/S	Y
72	Indian & Webster	Grn	Phase 3	N/S	Y
73	Lasselle & Margaret	Grn	Phase 3	N/S	Y
74	Kitching & Elder	Grn	Phase 3	E/W	Y
75	Kitching & Ironwood	Grn	Phase 3	E/W	Y
76	Nason & Cactus	Grn	Phase 3	N/S	Y
77	Nason & Eucalyptus	Grn	Phase 3	N/S	Y
78	Nason & Fir	Purp	Phase 3a	E/W	Y
79	Mountain View & Counrty Gate	Purp	Phase 3a		Y
80	Pieon Pass & N. Hidden Springs	Grey	Last	No Power	N/S

## RFP # VAG TT 11/12 10

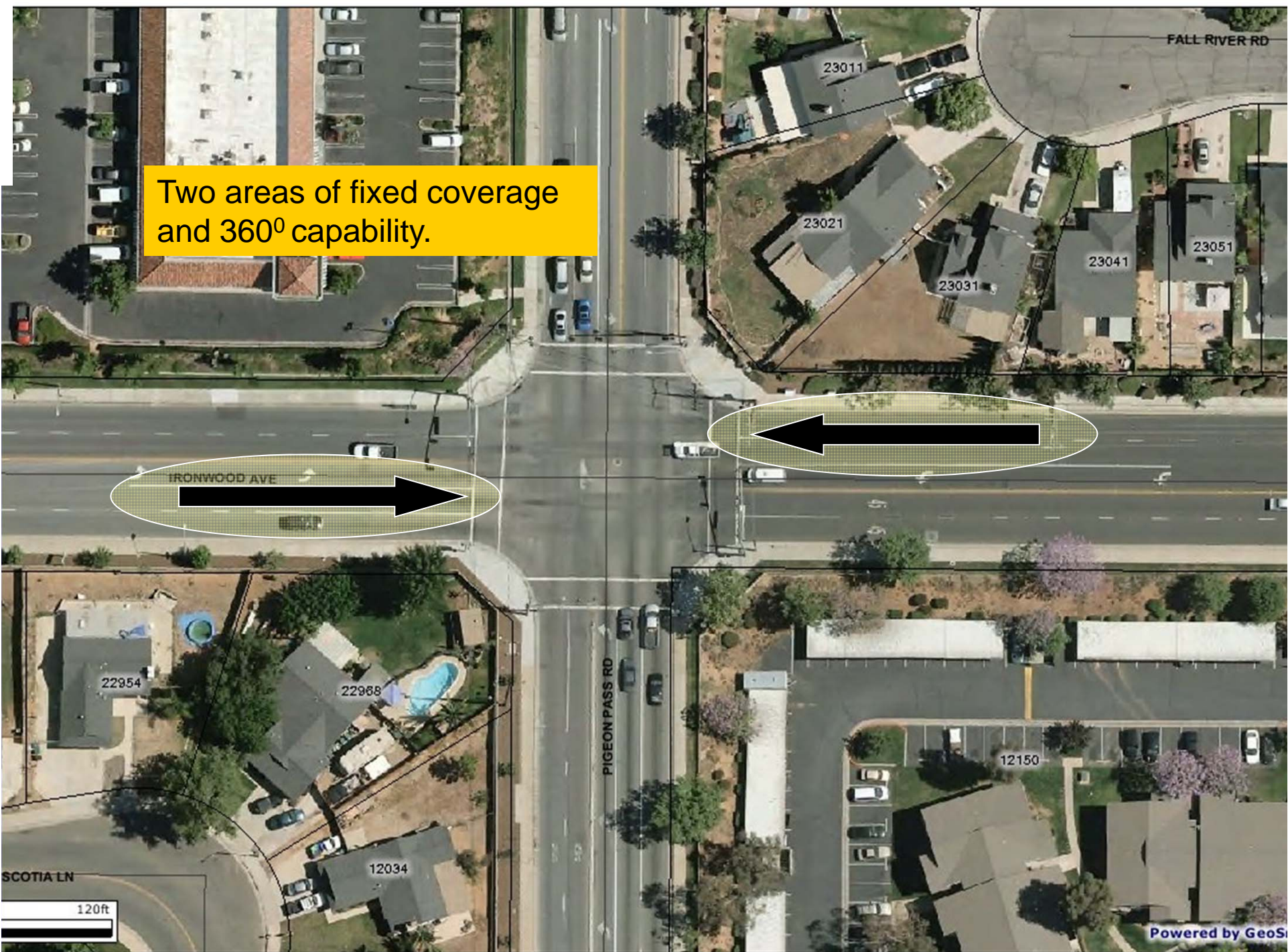
	<b>Location</b>		<b>Phase</b>		<b>Direction</b>	<b>PTZ Included</b>
81	HWY 60 & Theodore	Grey	Last	No Power	N/S	Y
82	Poorman's Reservoir	Grey	Last	No Power		Y
83	Shelia & Filaree / Gentian & Shelia	Grey	Last	No Power	E/W	Y
84	Elm & Pepper (Clover)	Grey	Last	No Power	N/S	Y
85	Adrienne/Pride/Allies/Courage SHOE	Grey	Last	No Power	E/W	Y

**RFP # VAG TT 11/12 10**

EXHIBIT B

CAMERA LOCATIONS DIAGRAMS

# Phase 1







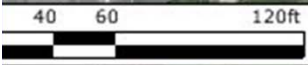
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Item No. A.19

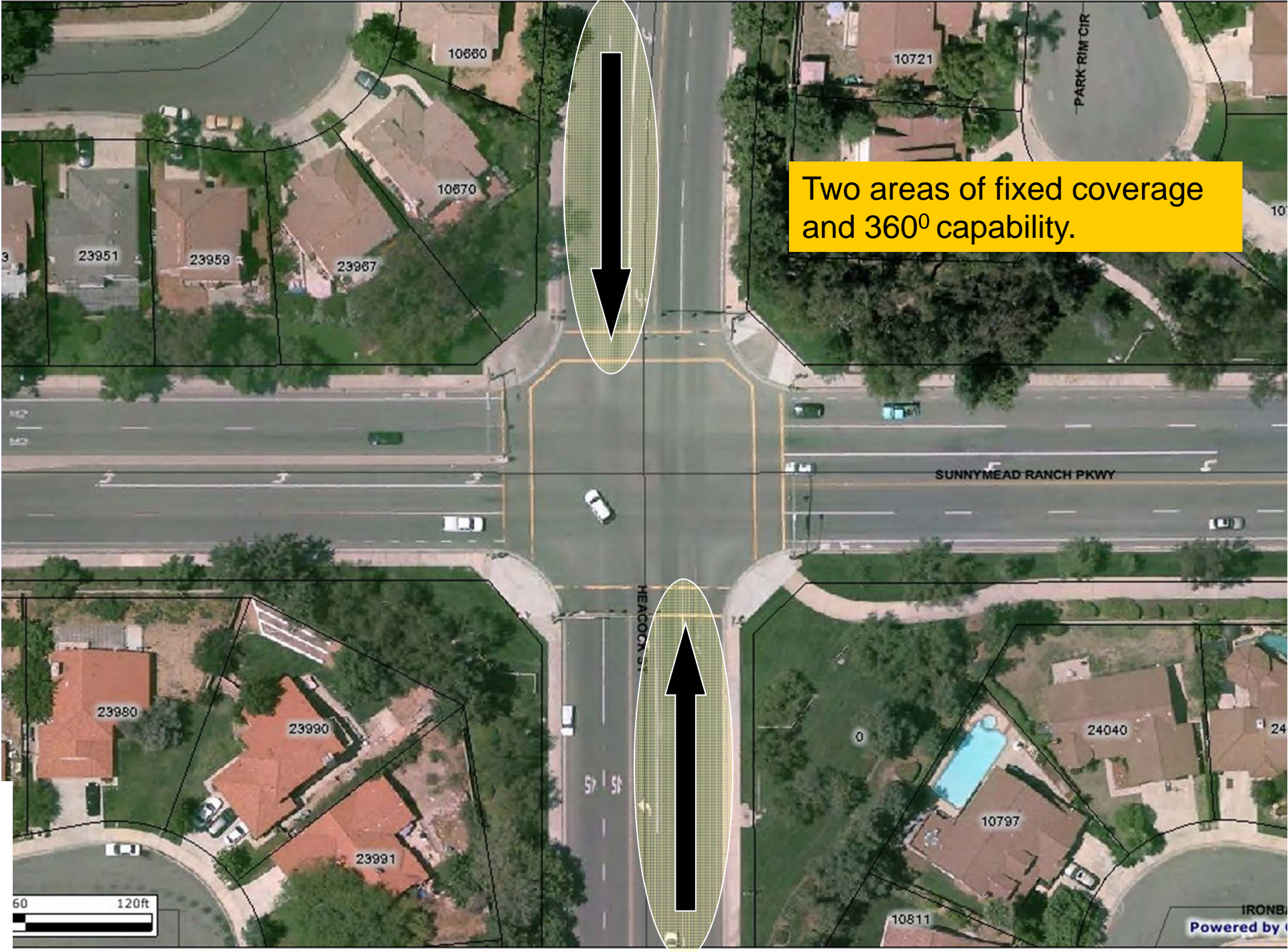




Two areas of fixed coverage and 360° capability.







Two areas of fixed coverage and 360° capability.





Two areas of fixed coverage and 360° capability.



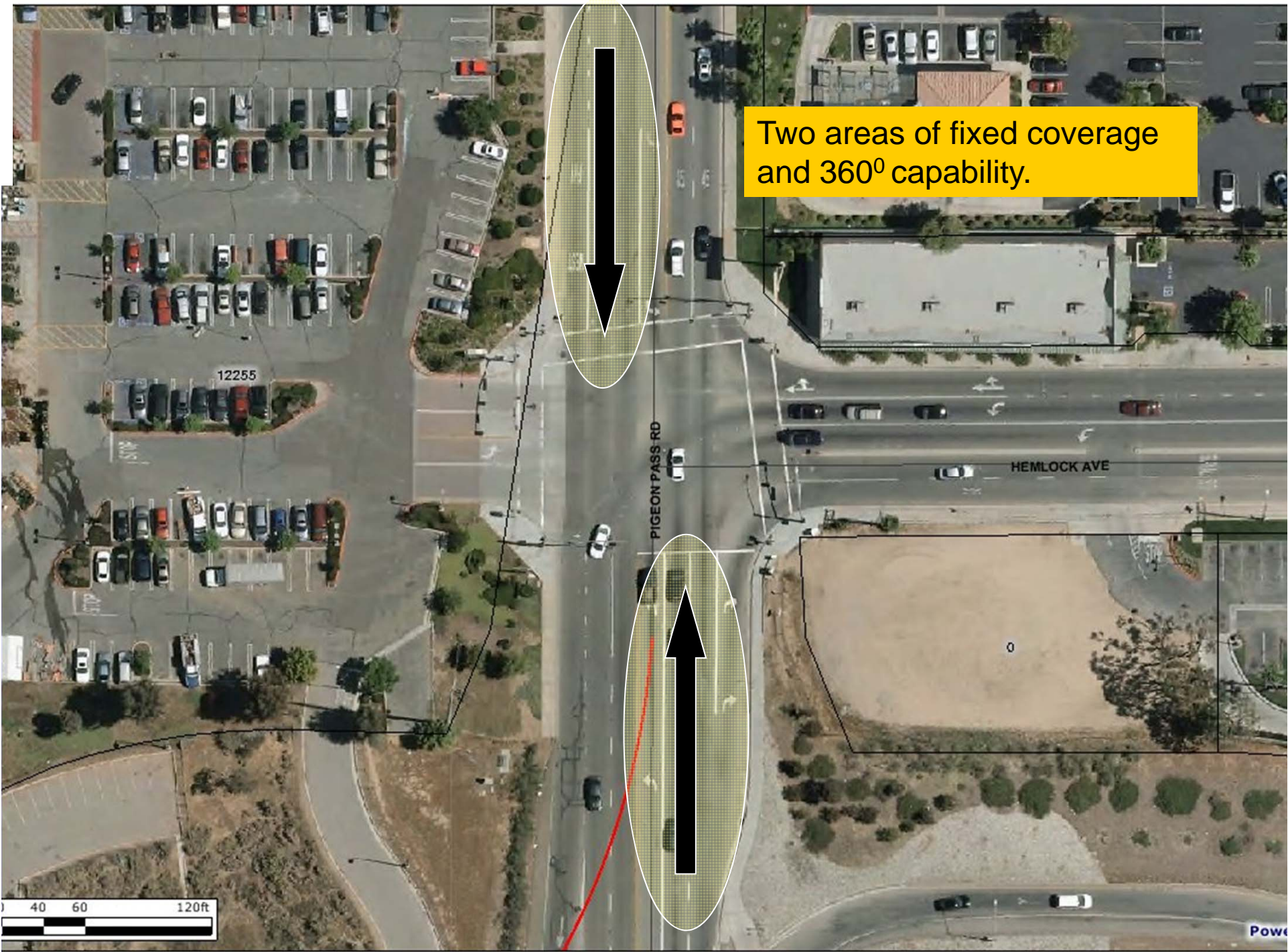


Two areas of fixed coverage and 360° capability.

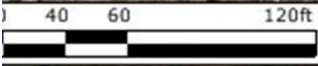
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Item No. A.19





Two areas of fixed coverage and 360° capability.



Power



Two areas of fixed coverage and 360° capability.

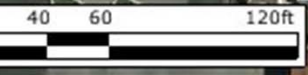


Could change to East/West coverage if freeway cameras are obtained.



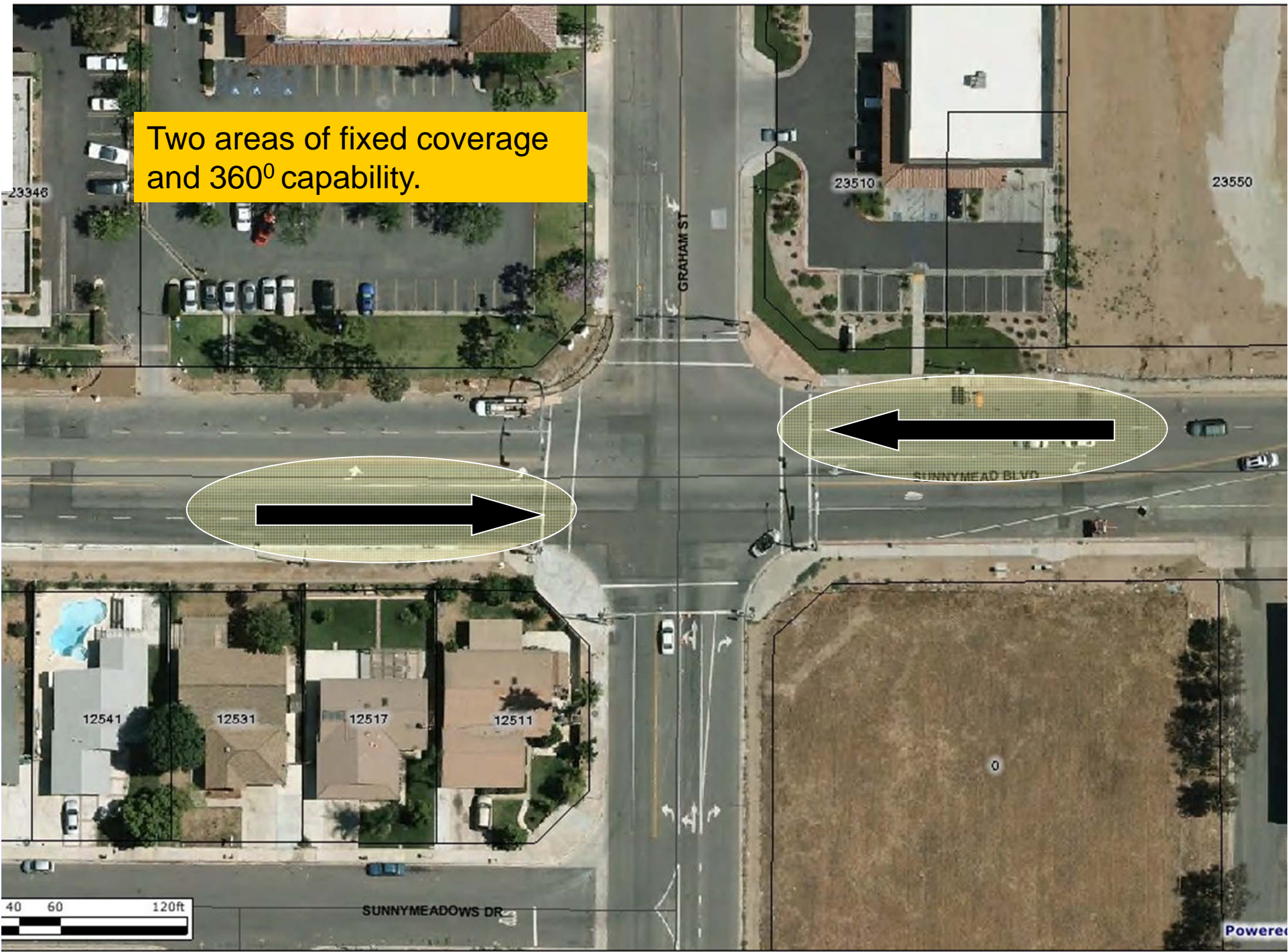
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Item No. A.19



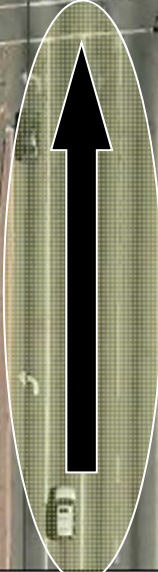
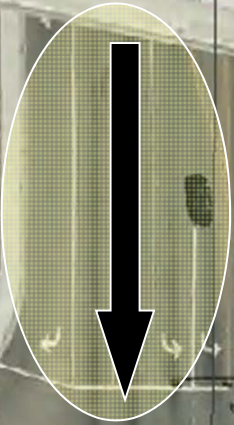


Two areas of fixed coverage and 360° capability.



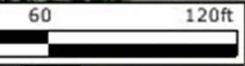


Two areas of fixed coverage and 360° capability.



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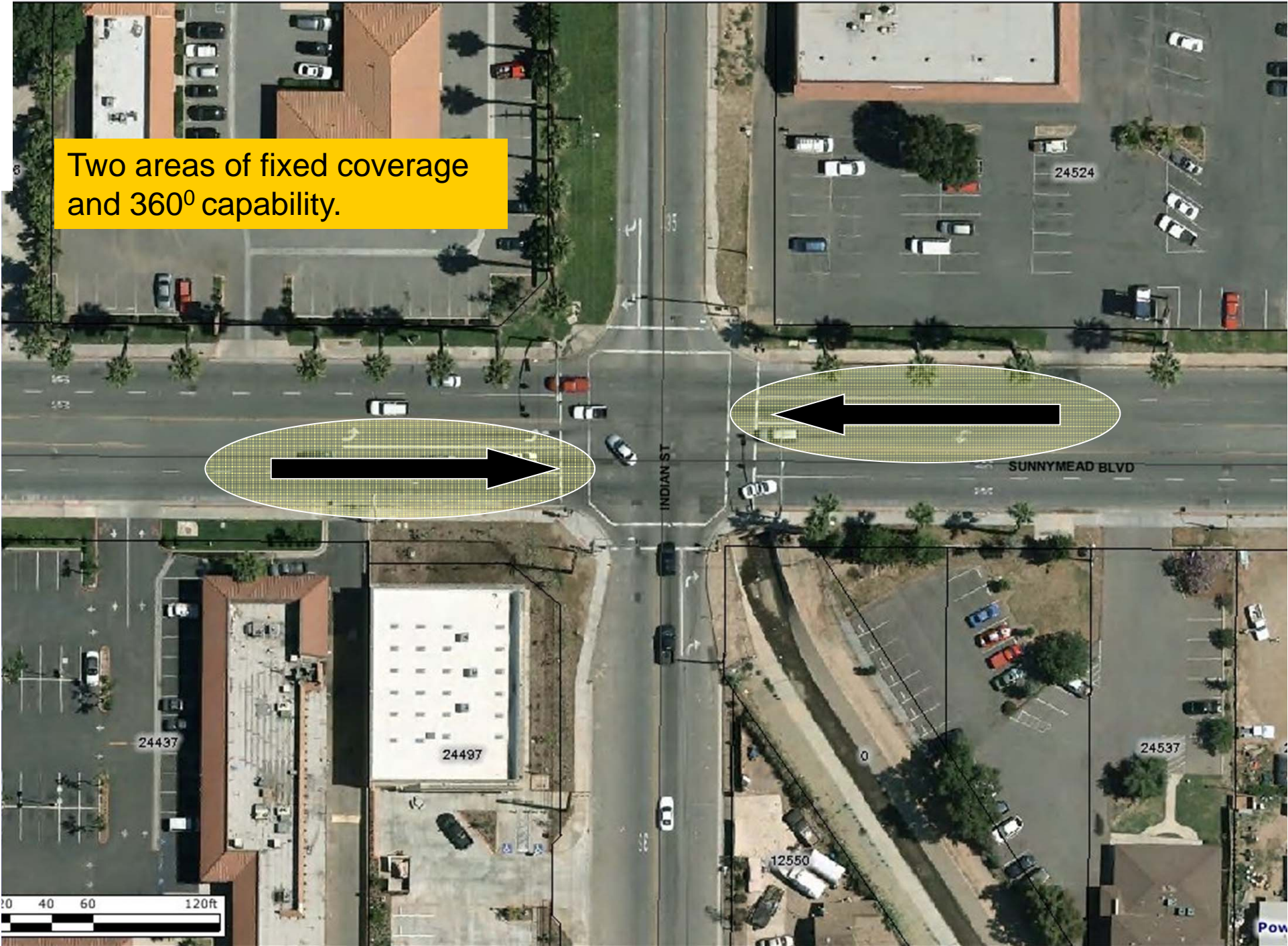
Item No. A.19



Powered by

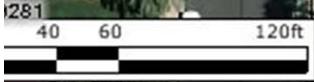
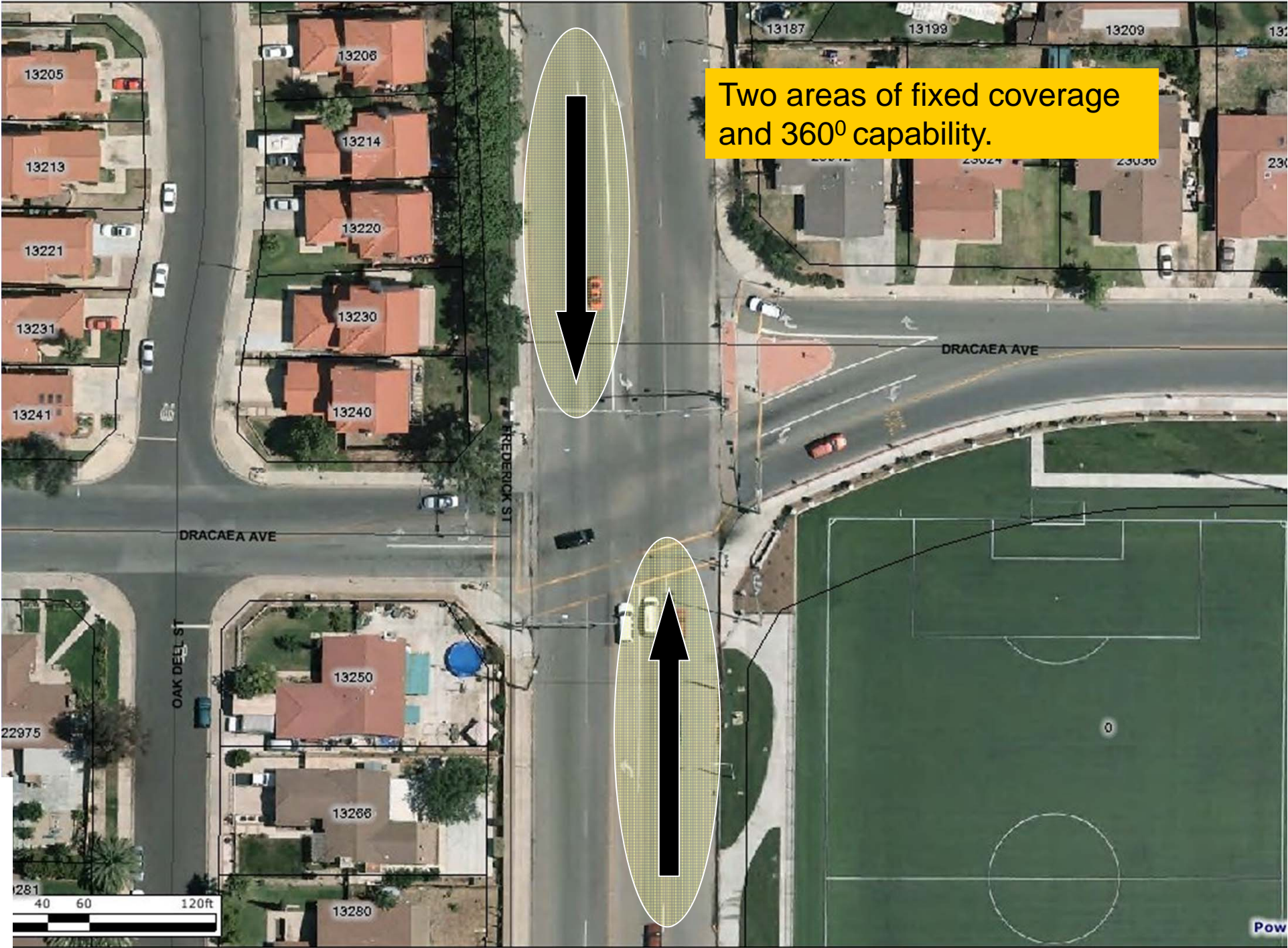


Two areas of fixed coverage and 360° capability.





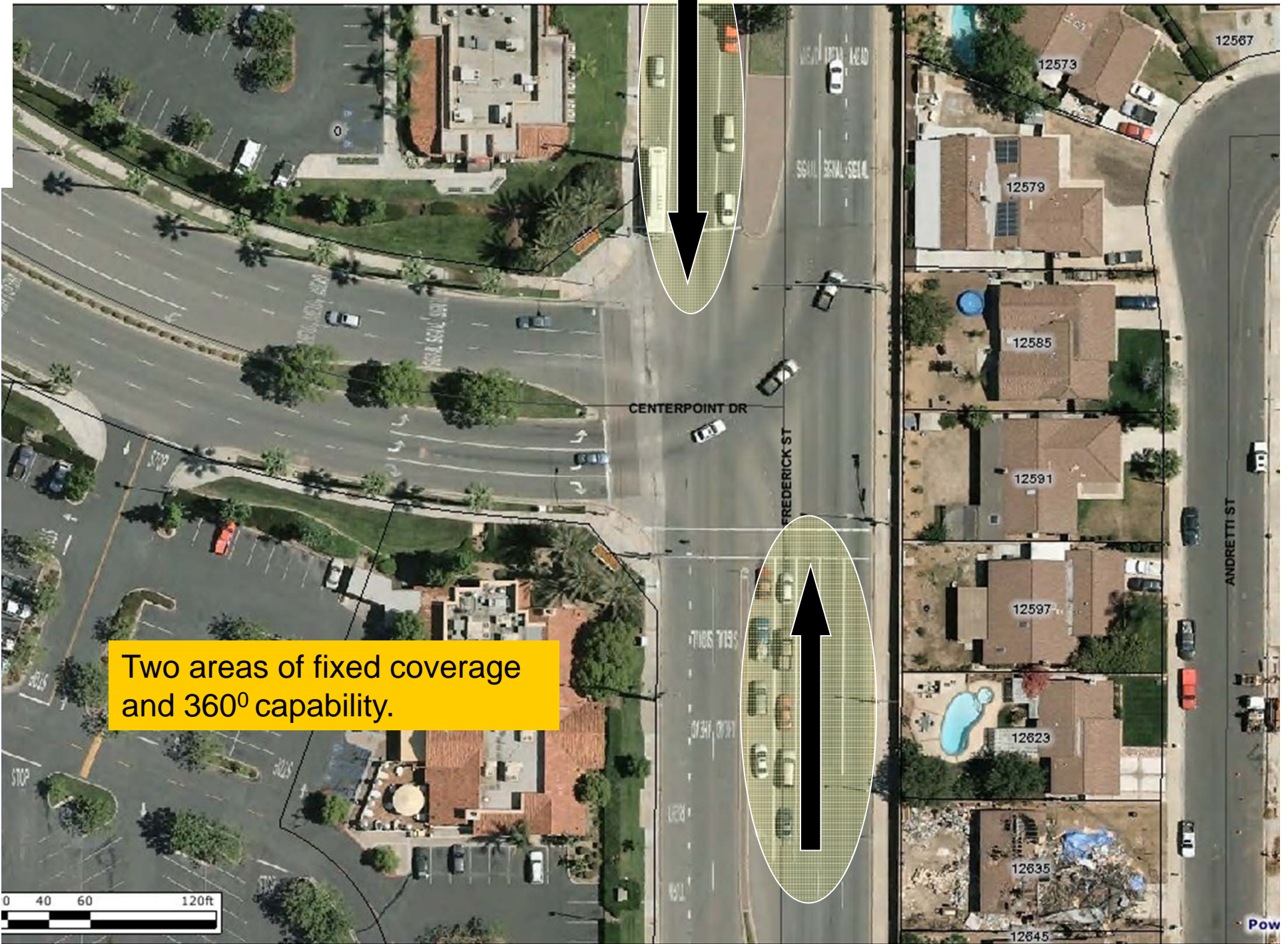
Two areas of fixed coverage and 360° capability.



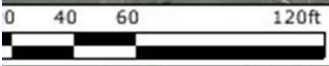
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Item No. A.19



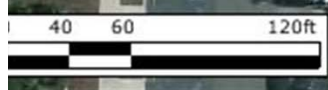
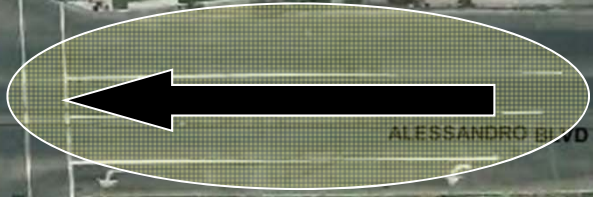
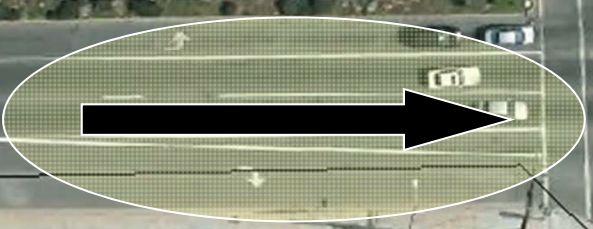


Two areas of fixed coverage and 360° capability.





Two areas of fixed coverage and 360° capability.



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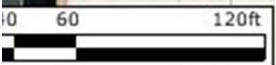
Item No. A.19







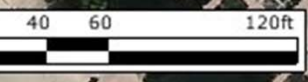
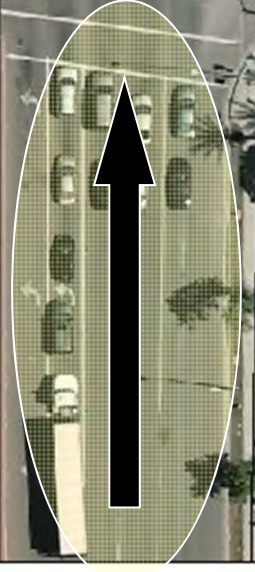
Two areas of fixed coverage and 360° capability.



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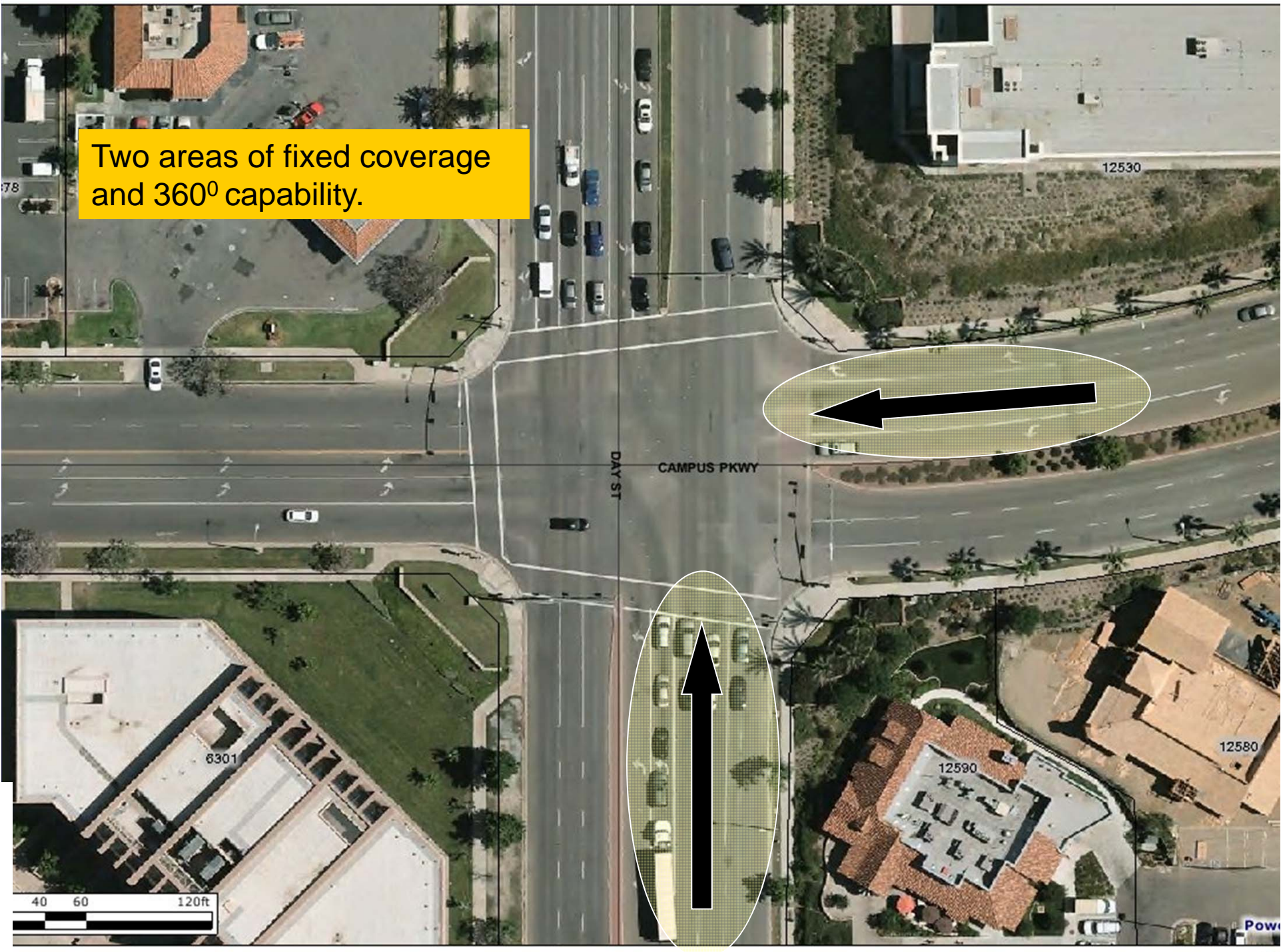


Two areas of fixed coverage and 360° capability.



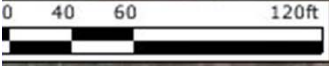
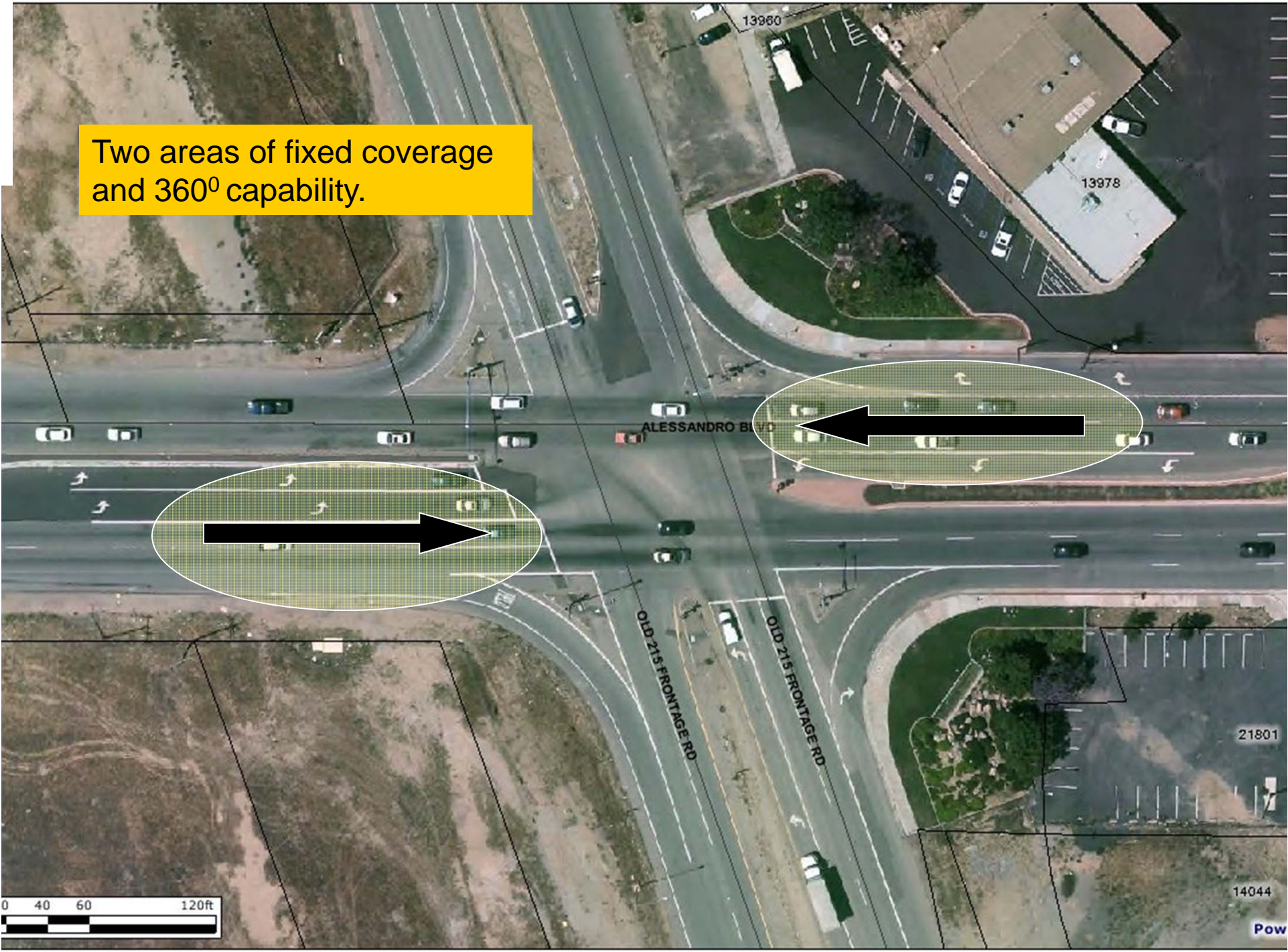
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Item No. A.19





Two areas of fixed coverage and 360° capability.





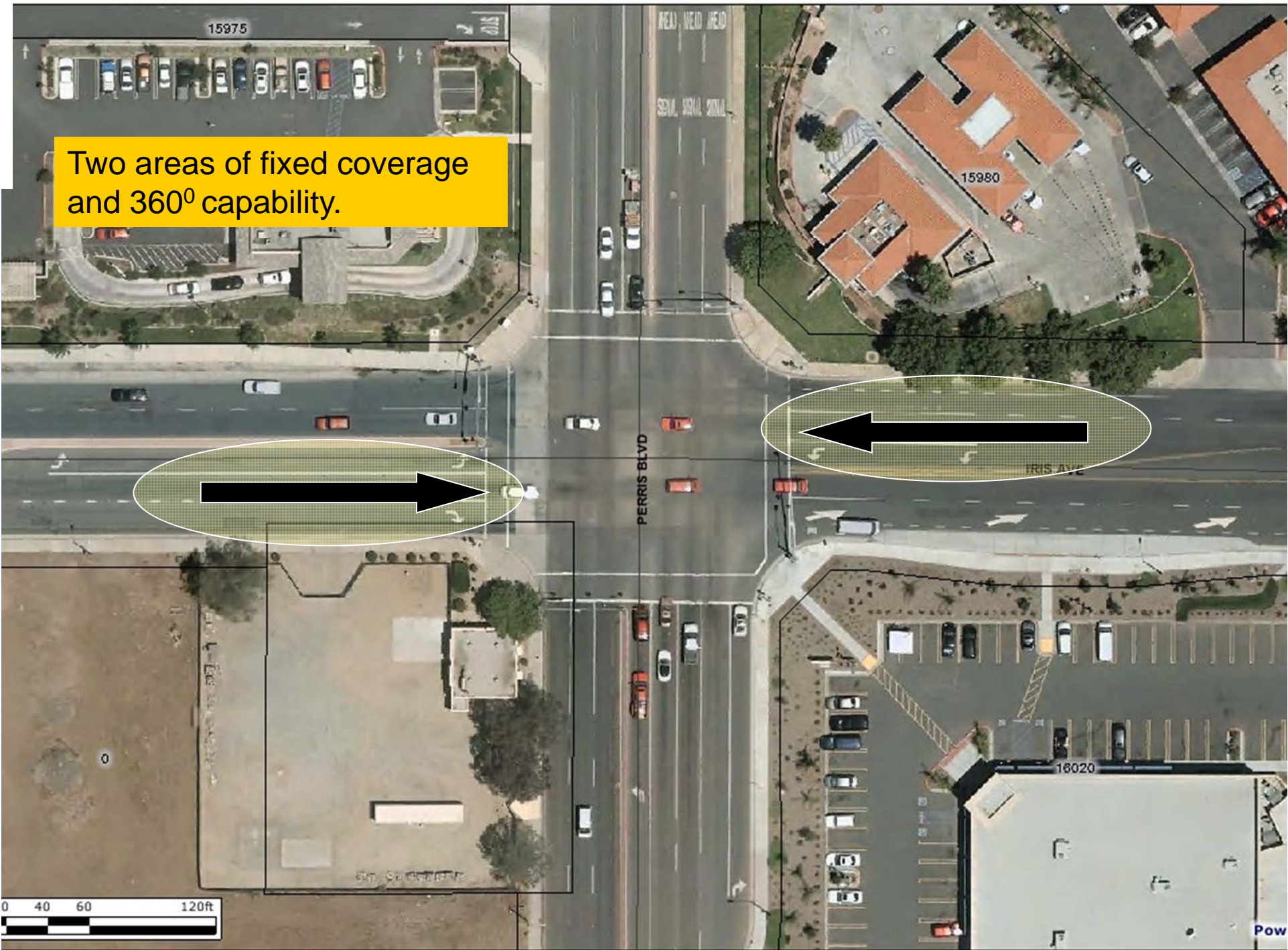


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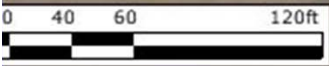
Item No. A.19

Two areas of fixed coverage and 360° capability.

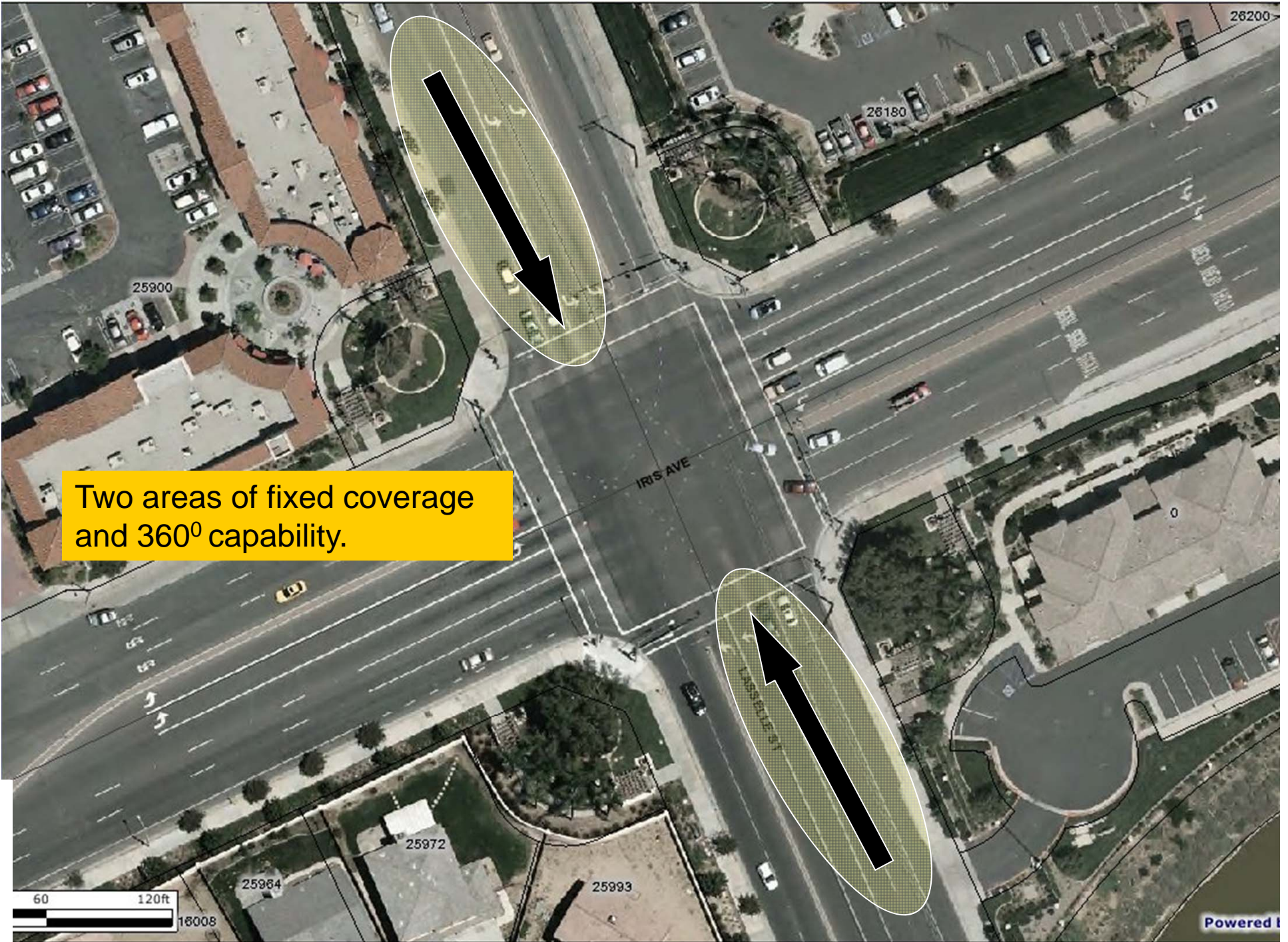




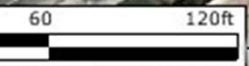
Two areas of fixed coverage and 360° capability.







Two areas of fixed coverage and 360° capability.









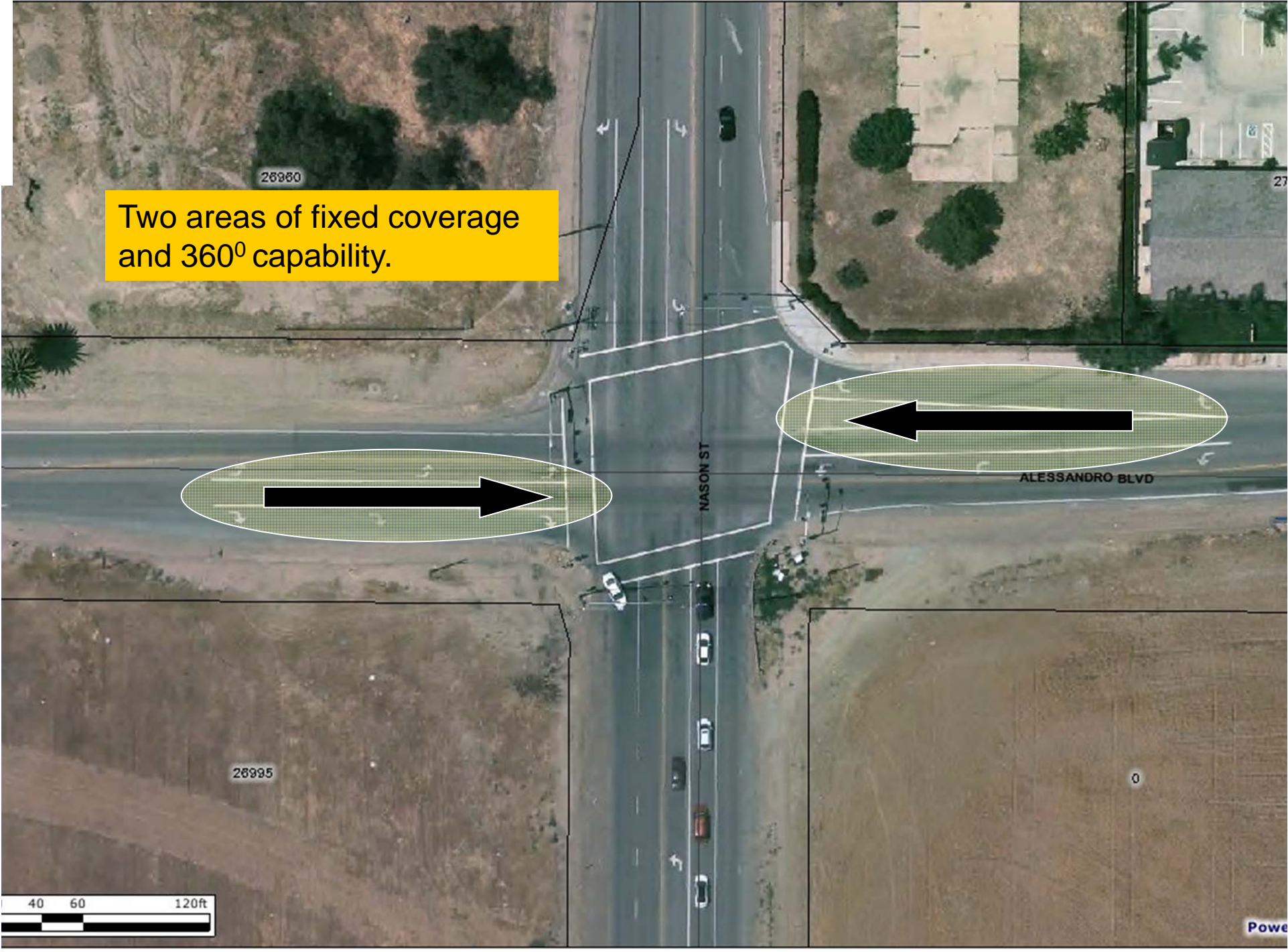
Two areas of fixed coverage and 360° capability.



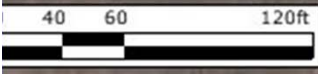
-701-

Item No. A.19





Two areas of fixed coverage and 360° capability.



28980

28995

NASON ST

ALESSANDRO BLVD

Power



Two areas of fixed coverage and 360° capability.



-703-

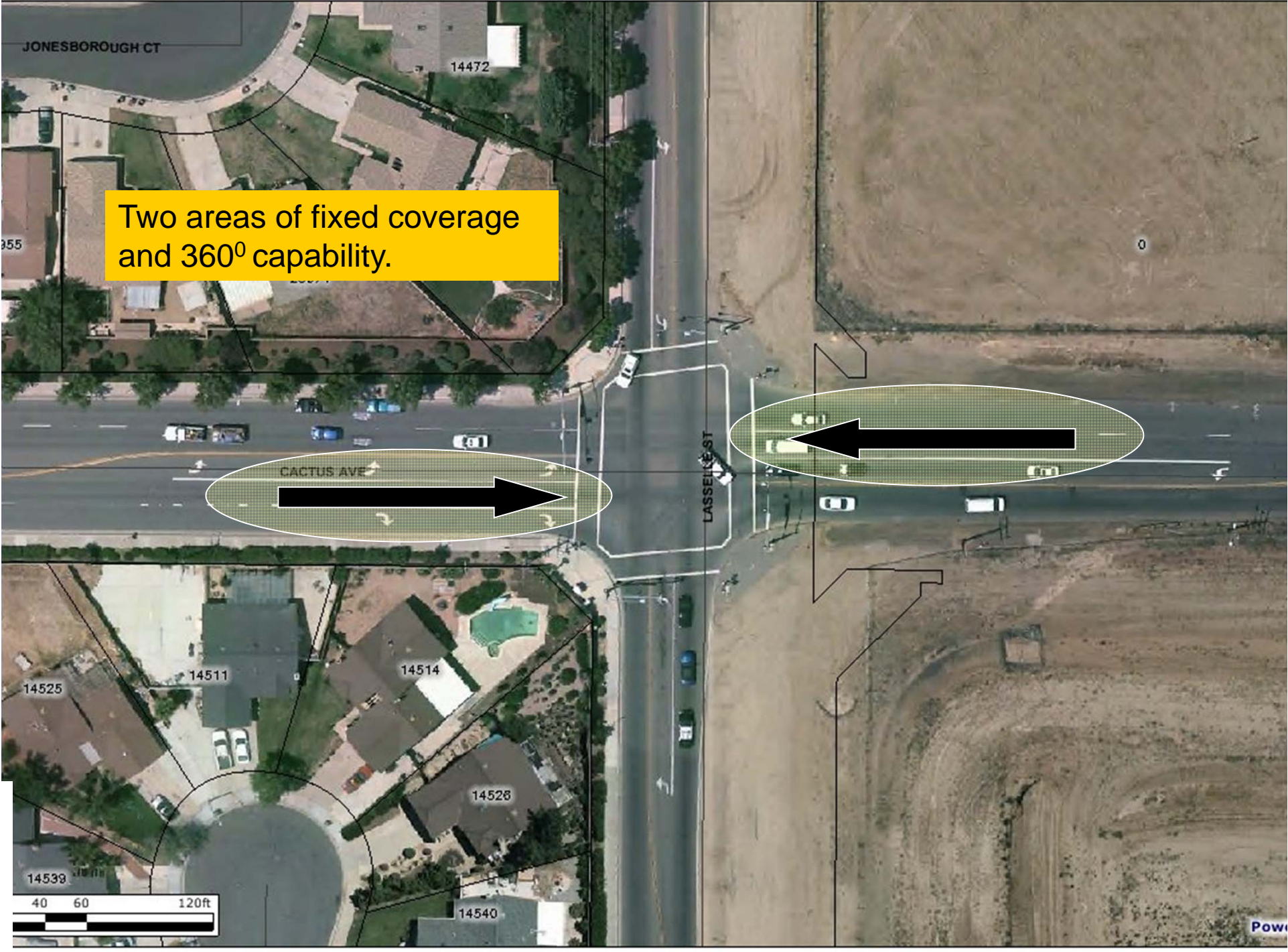
Item No. A.19





Two areas of fixed coverage and 360° capability.

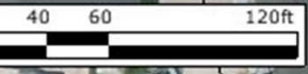




Two areas of fixed coverage and 360° capability.

-705-

Item No. A.19



Power



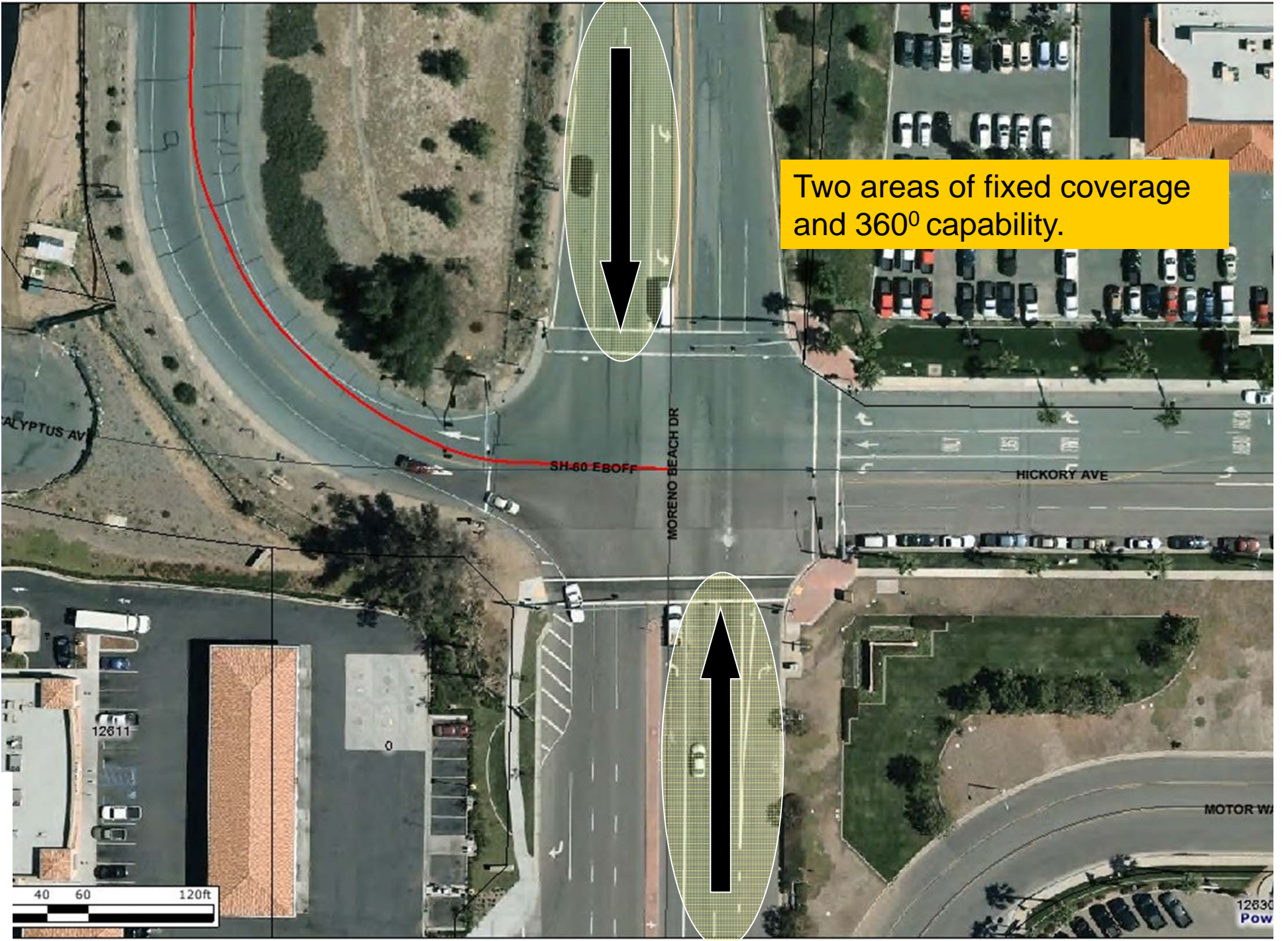
Two areas of fixed coverage and 360° capability.

HWY 60 E/B On ramp.

HWY 60 E/B Off ramp.







Two areas of fixed coverage and 360° capability.

-707-

Item No. A.19







Best coverage possible to include restrooms, playgrounds and facial recognition cameras.



Best coverage possible to include restrooms, playgrounds and facial recognition cameras.



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Item No. A.19





Best coverage possible to include restrooms, playgrounds and facial recognition cameras.



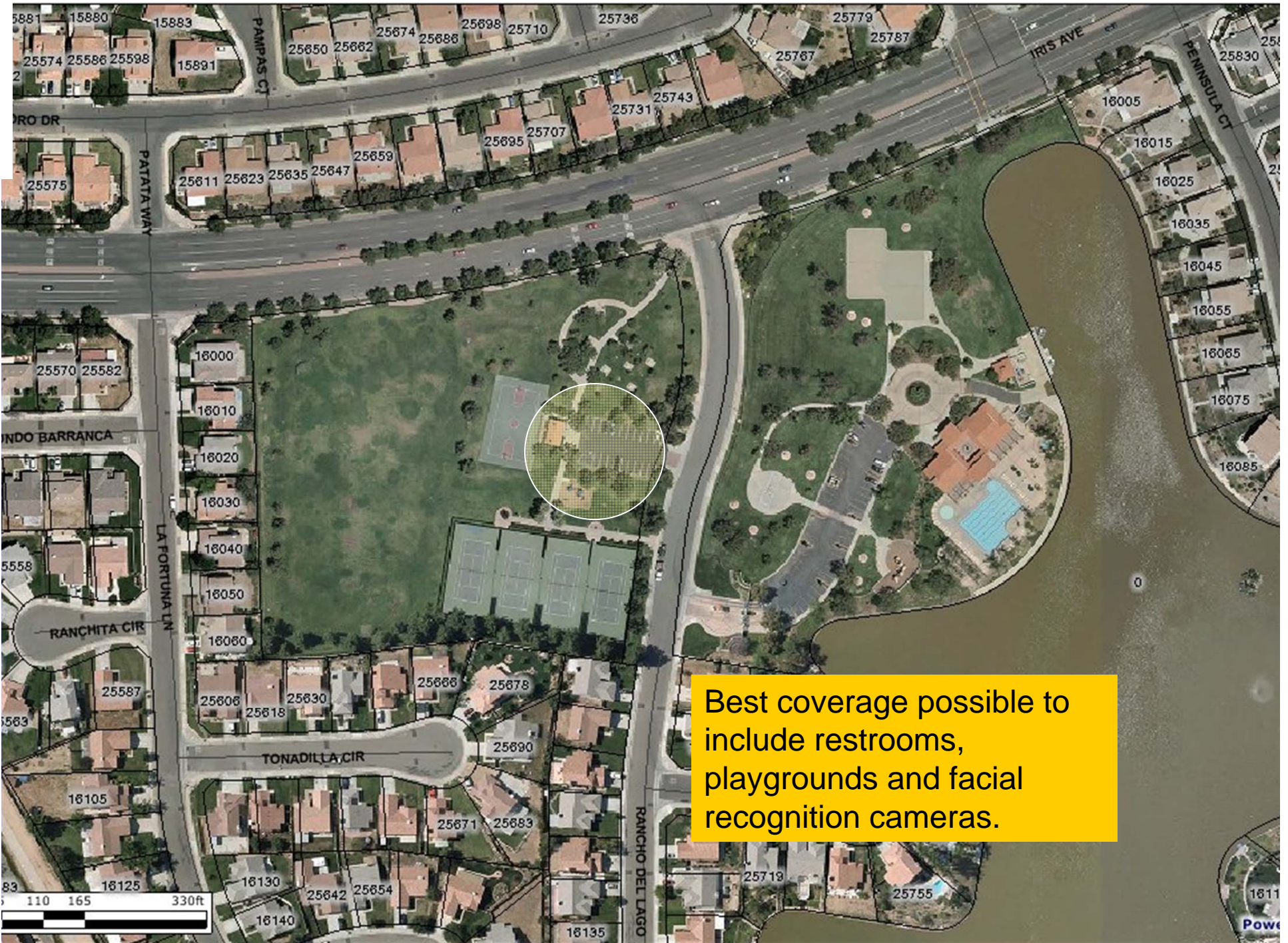
-71-

Item No. A.19



Best coverage possible to include restrooms, playgrounds and facial recognition cameras.





Best coverage possible to include restrooms, playgrounds and facial recognition cameras.





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Item No. A.19

Best coverage possible to include restrooms, playgrounds and facial recognition cameras.



# Phase 1a



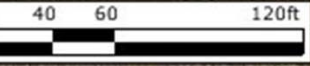


Two areas of fixed coverage and 360° capability.

IRONWOOD AVE

REDLANDS BLVD

28940

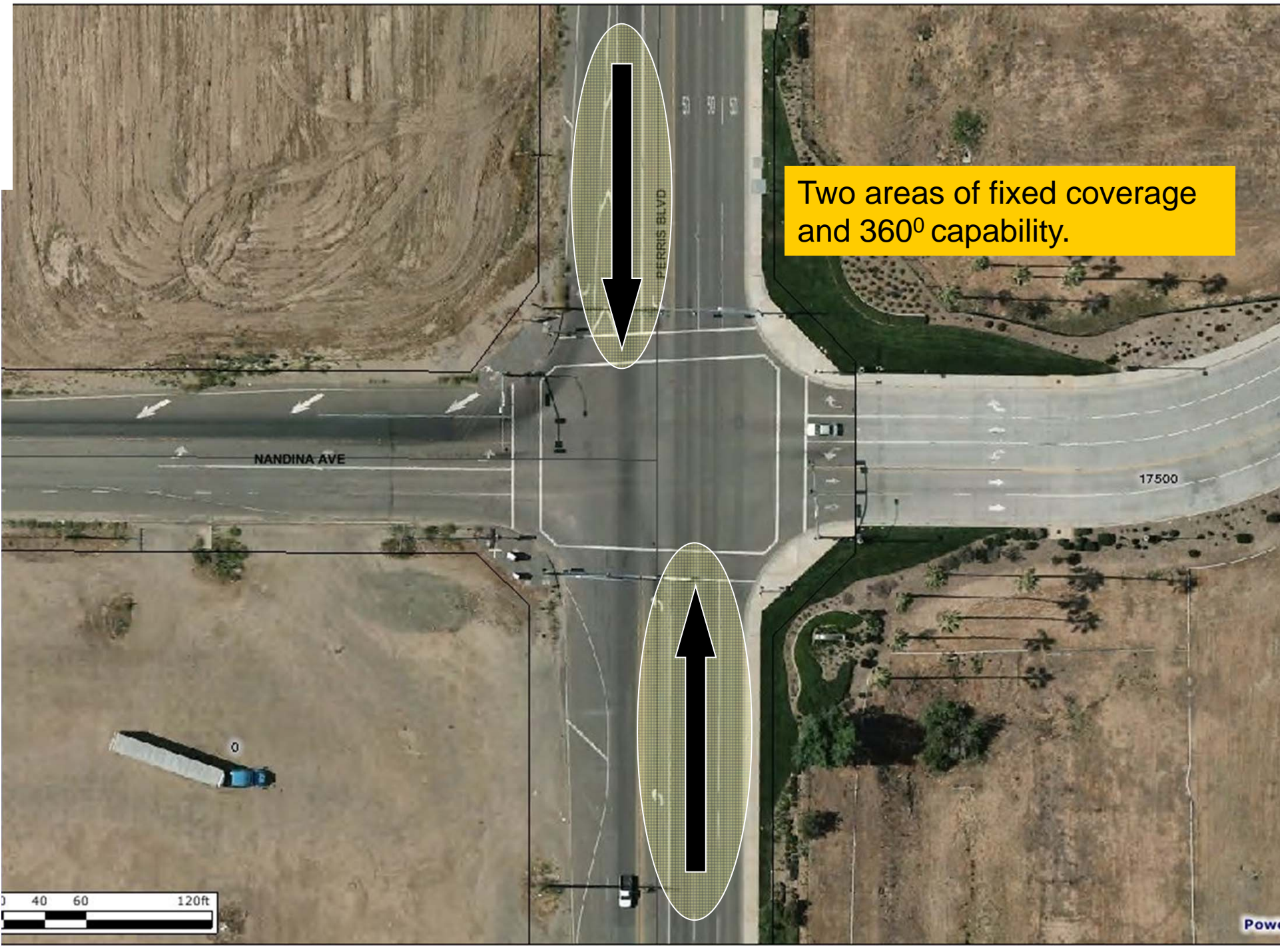


-715-

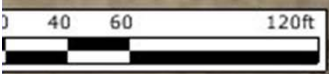
Item No. A.19

Power



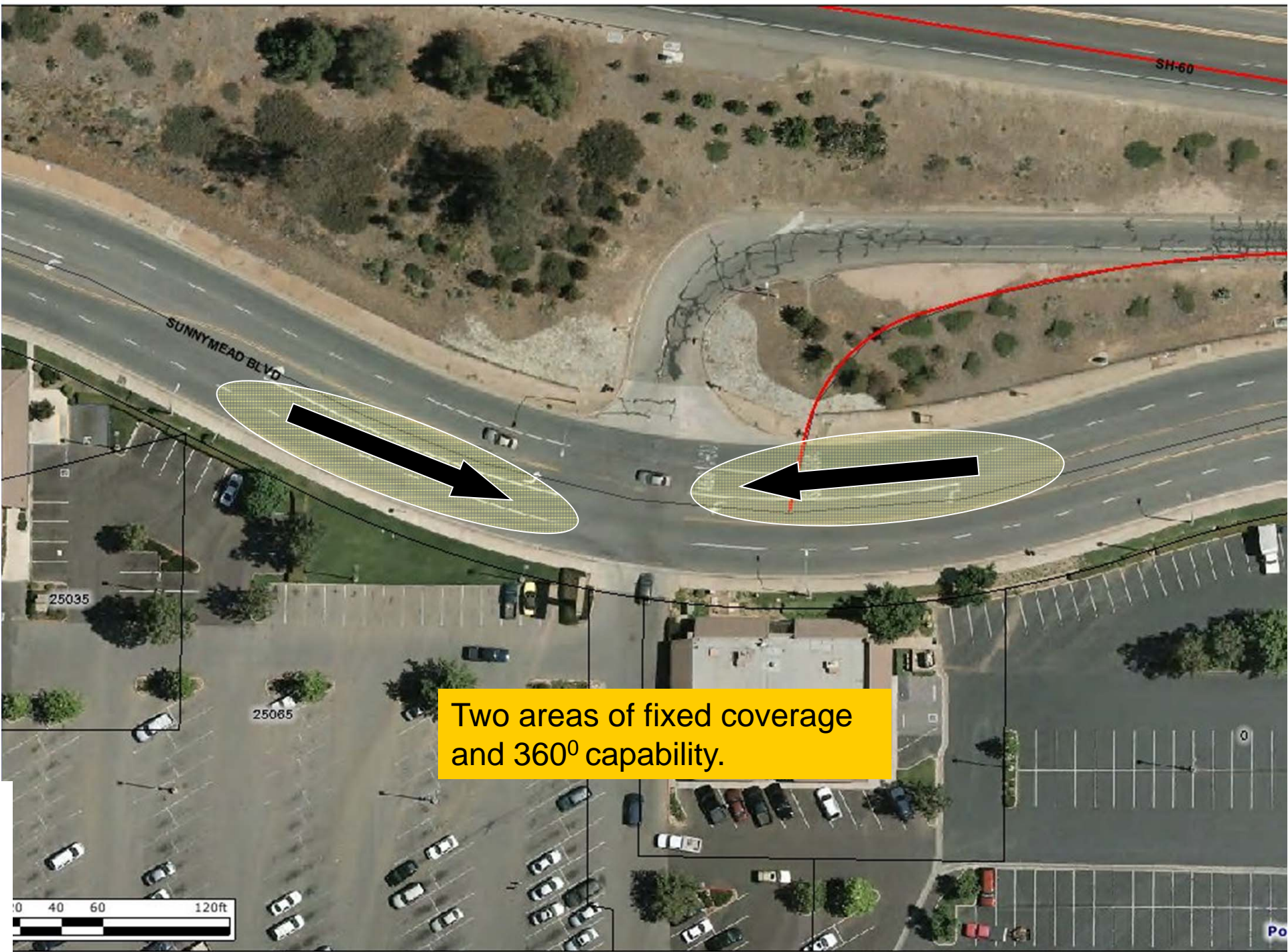


Two areas of fixed coverage and 360° capability.



Power

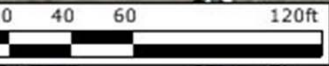




Two areas of fixed coverage and 360° capability.

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Item No. A.19



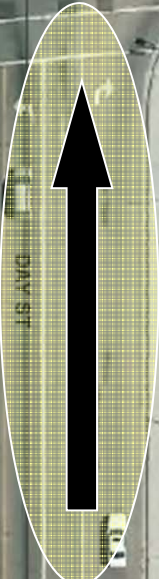
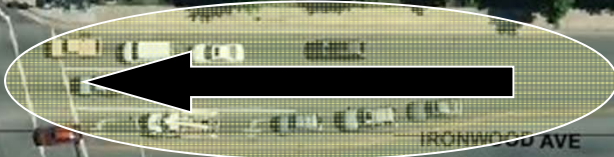








Two areas of fixed coverage and 360° capability.



# Phase 2





Two areas of fixed coverage and 360° capability.

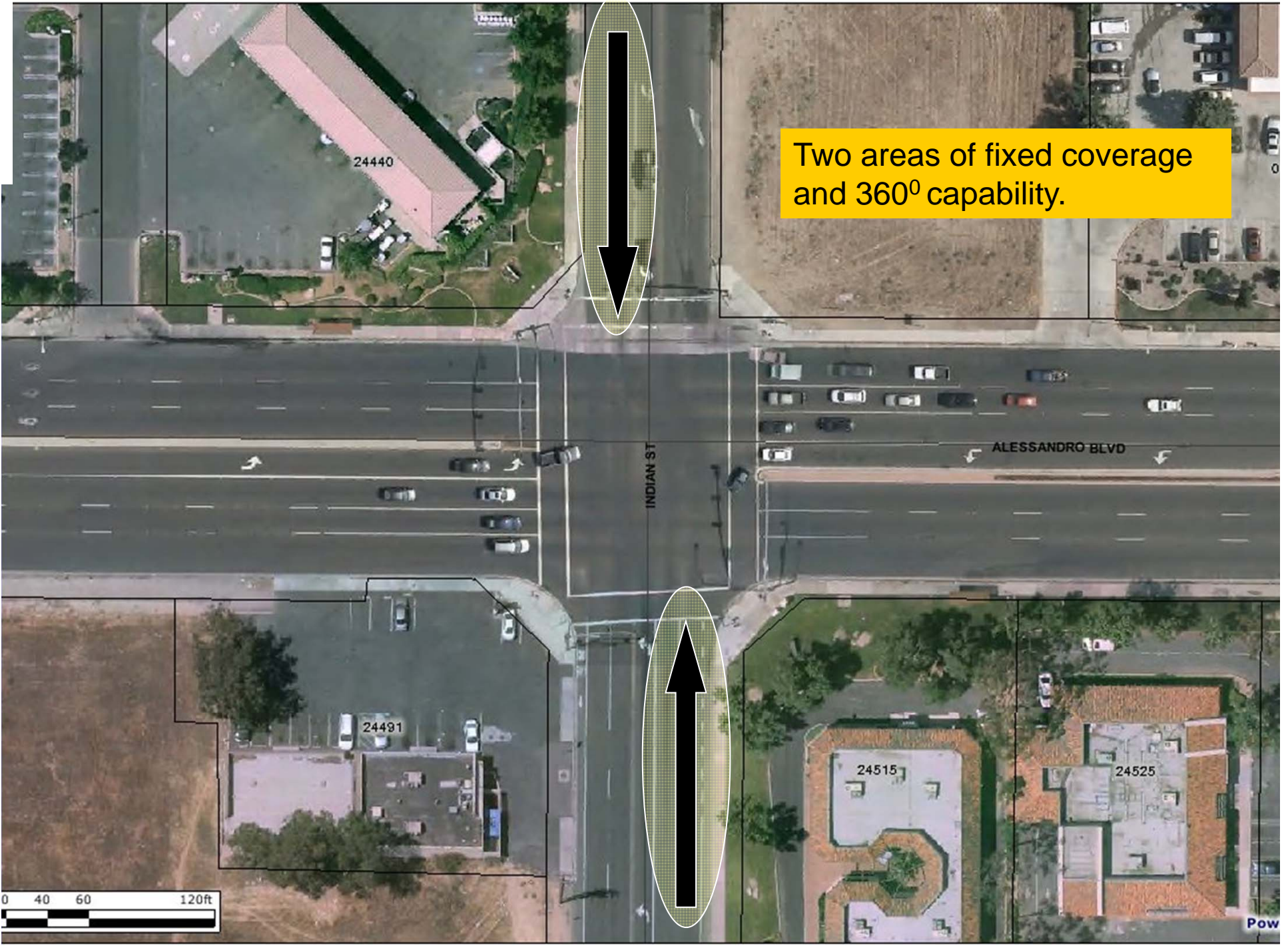
-721-

Item No. A.19

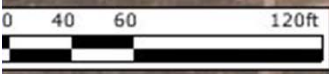


Pow





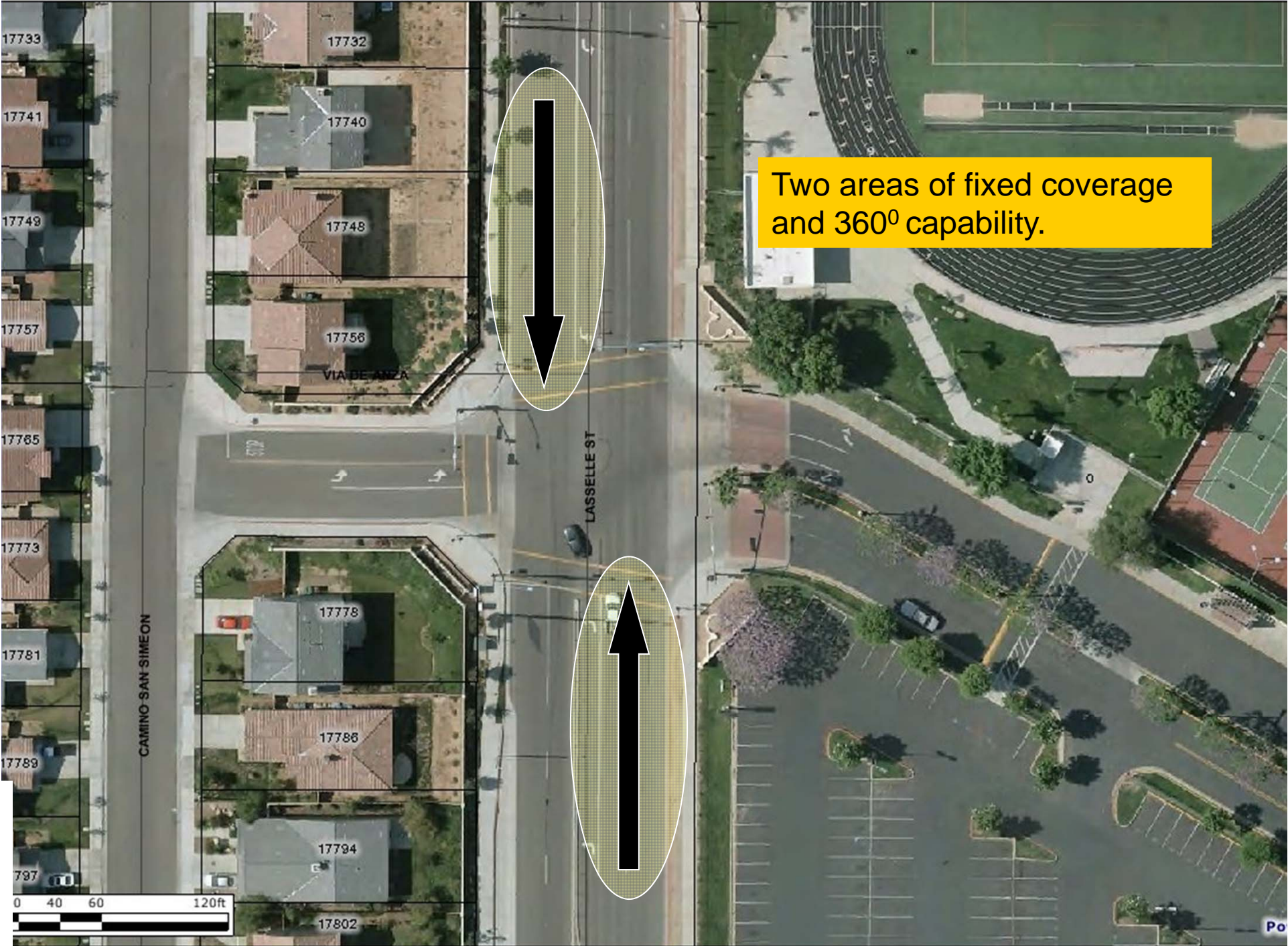
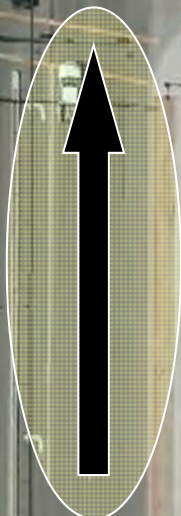
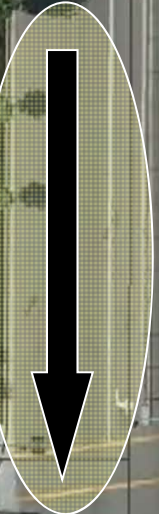
Two areas of fixed coverage and 360° capability.



Pow



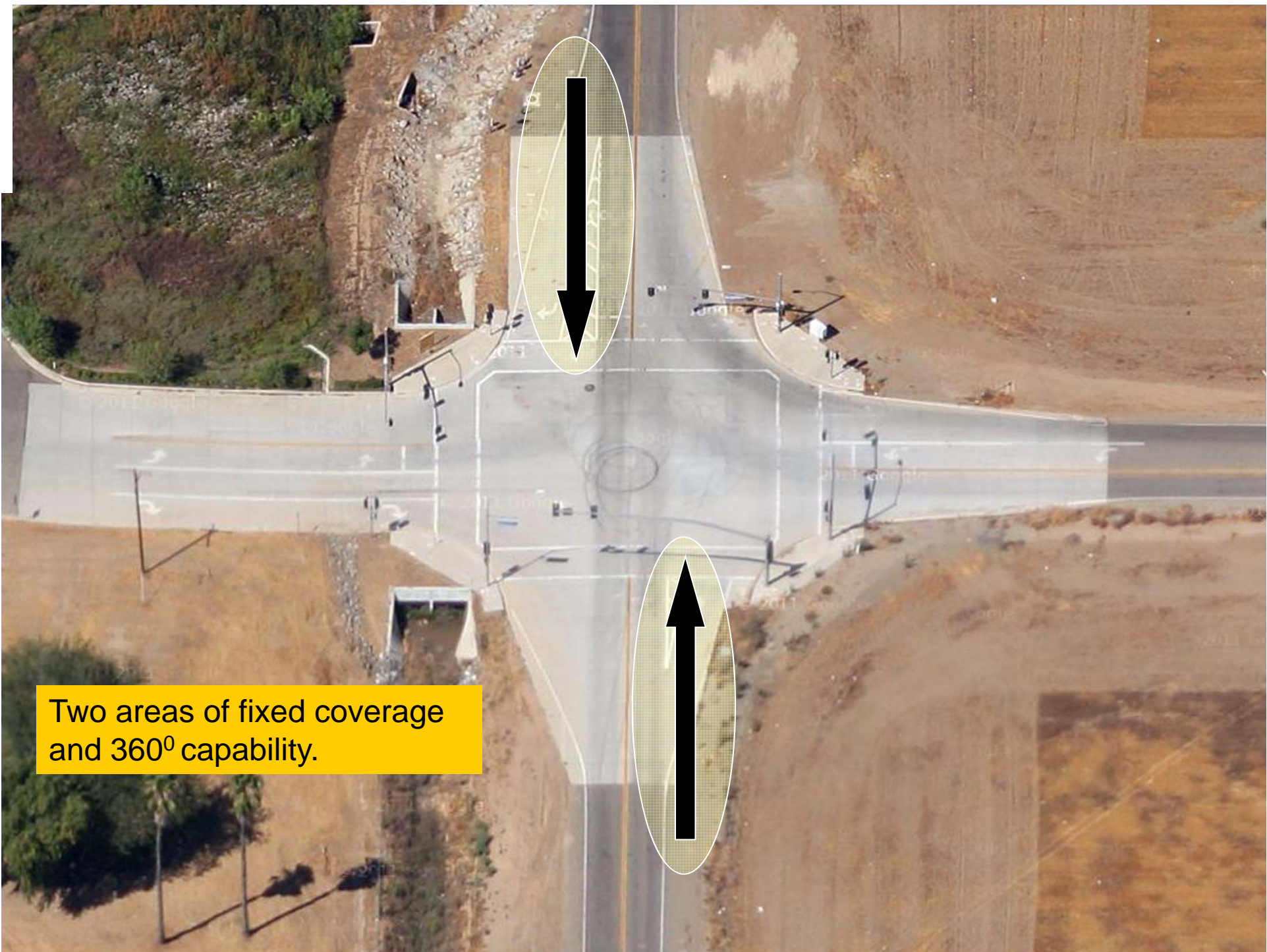
Two areas of fixed coverage and 360° capability.



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Two areas of fixed coverage and 360° capability.



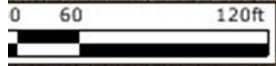
Two areas of fixed coverage and 360° capability.



NANDINA AVE

INDIAN ST

24415

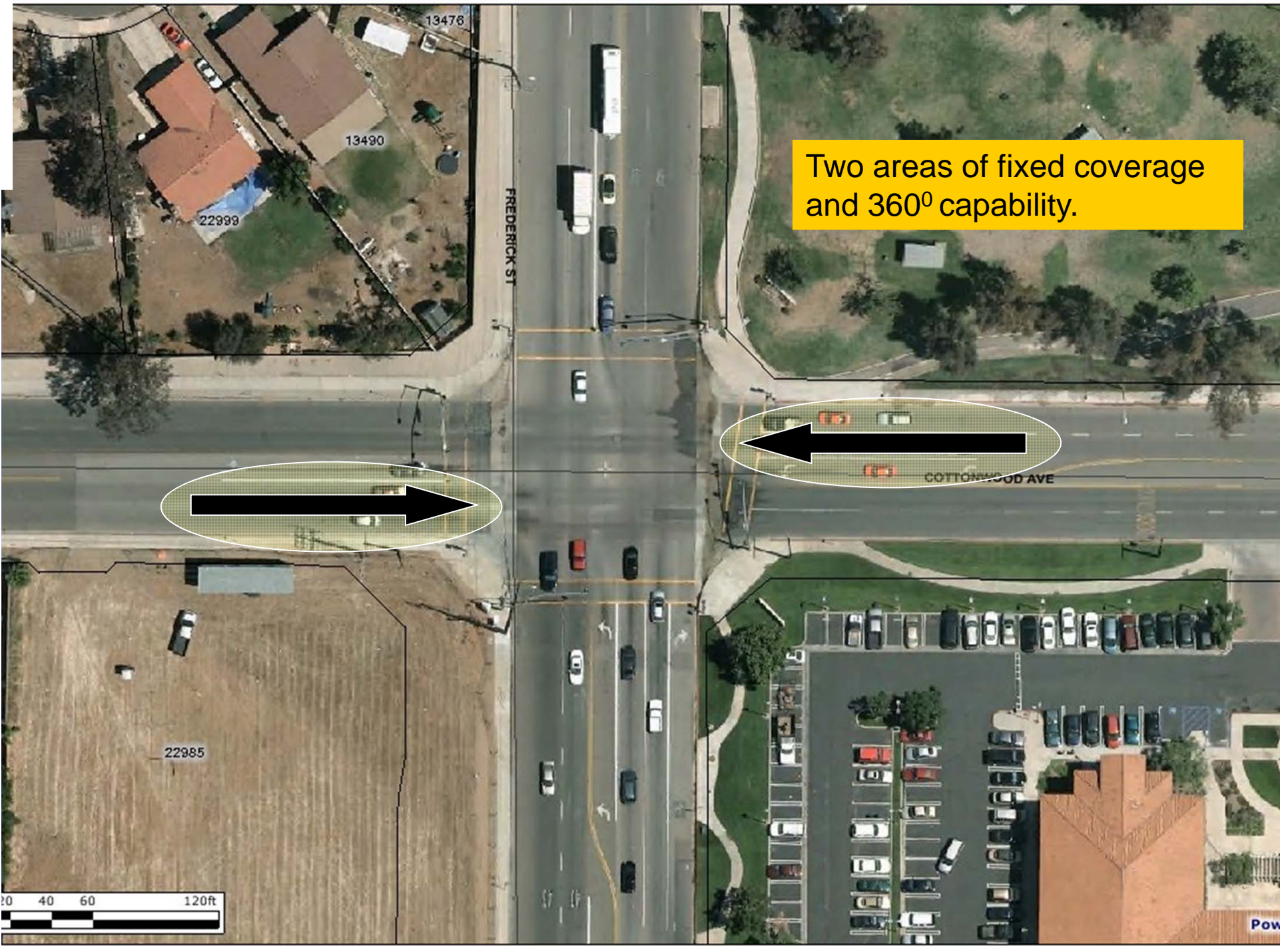


Power

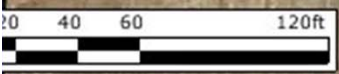
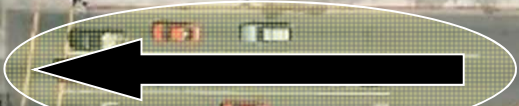
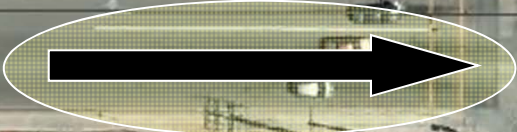
-725-

Item No. A.19





Two areas of fixed coverage and 360° capability.



Pow

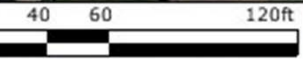




Two areas of fixed coverage and 360° capability.

-727-

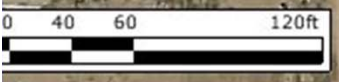
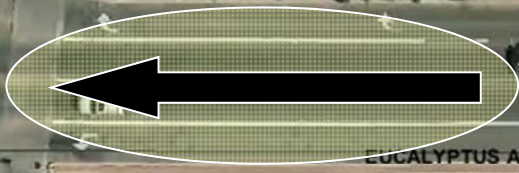
Item No. A.19







Two areas of fixed coverage and 360° capability.



Pow



Two areas of fixed coverage and 360° capability.

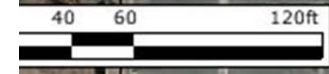


EUCALYPTUS AVE

PERRIS BLVD

-729-

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4949

13027

25021

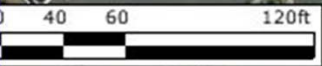
25043

Power

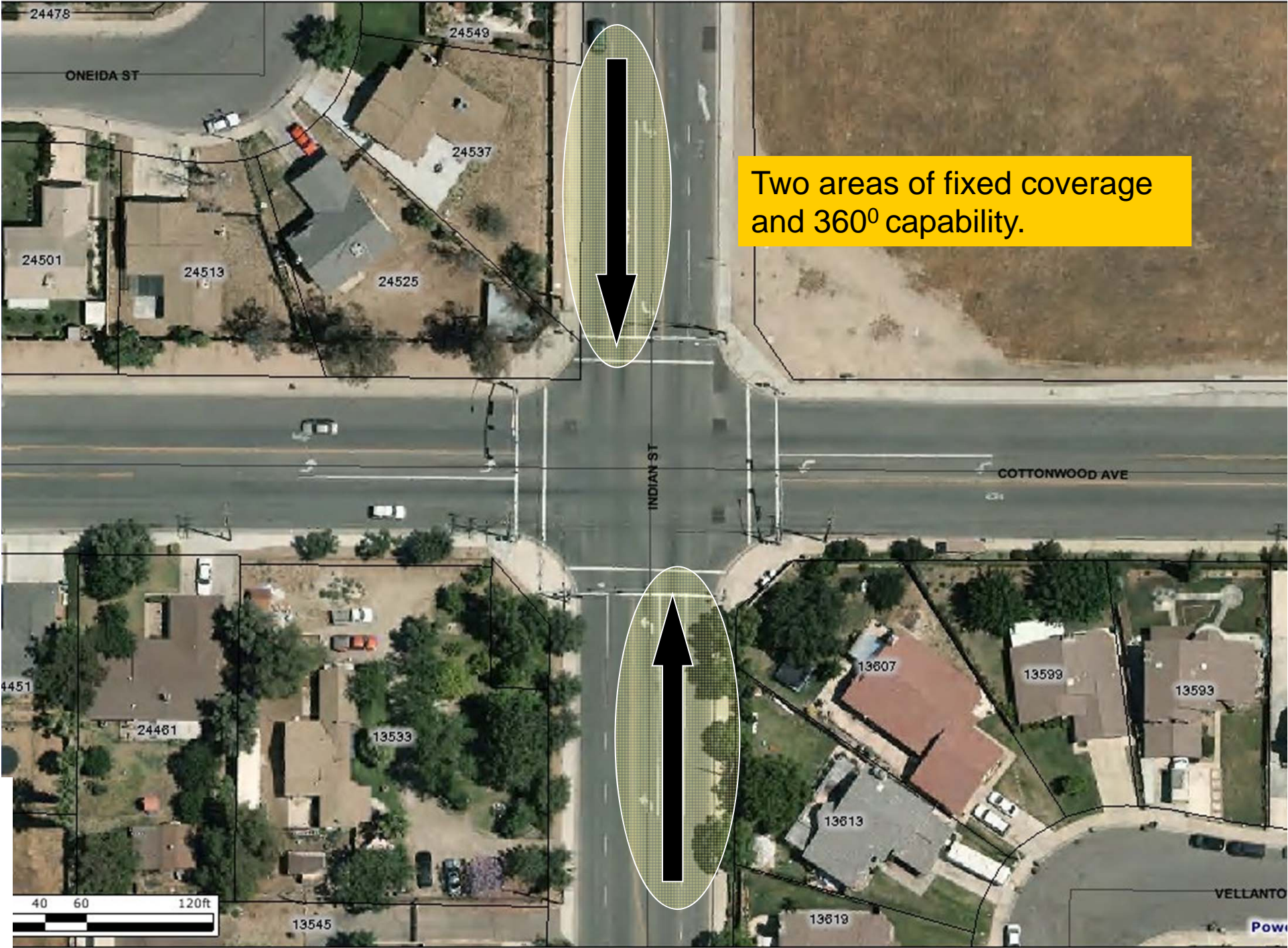




Two areas of fixed coverage and 360° capability.







Two areas of fixed coverage and 360° capability.

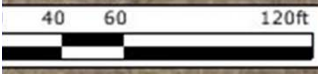
-731-

Item No. A.19

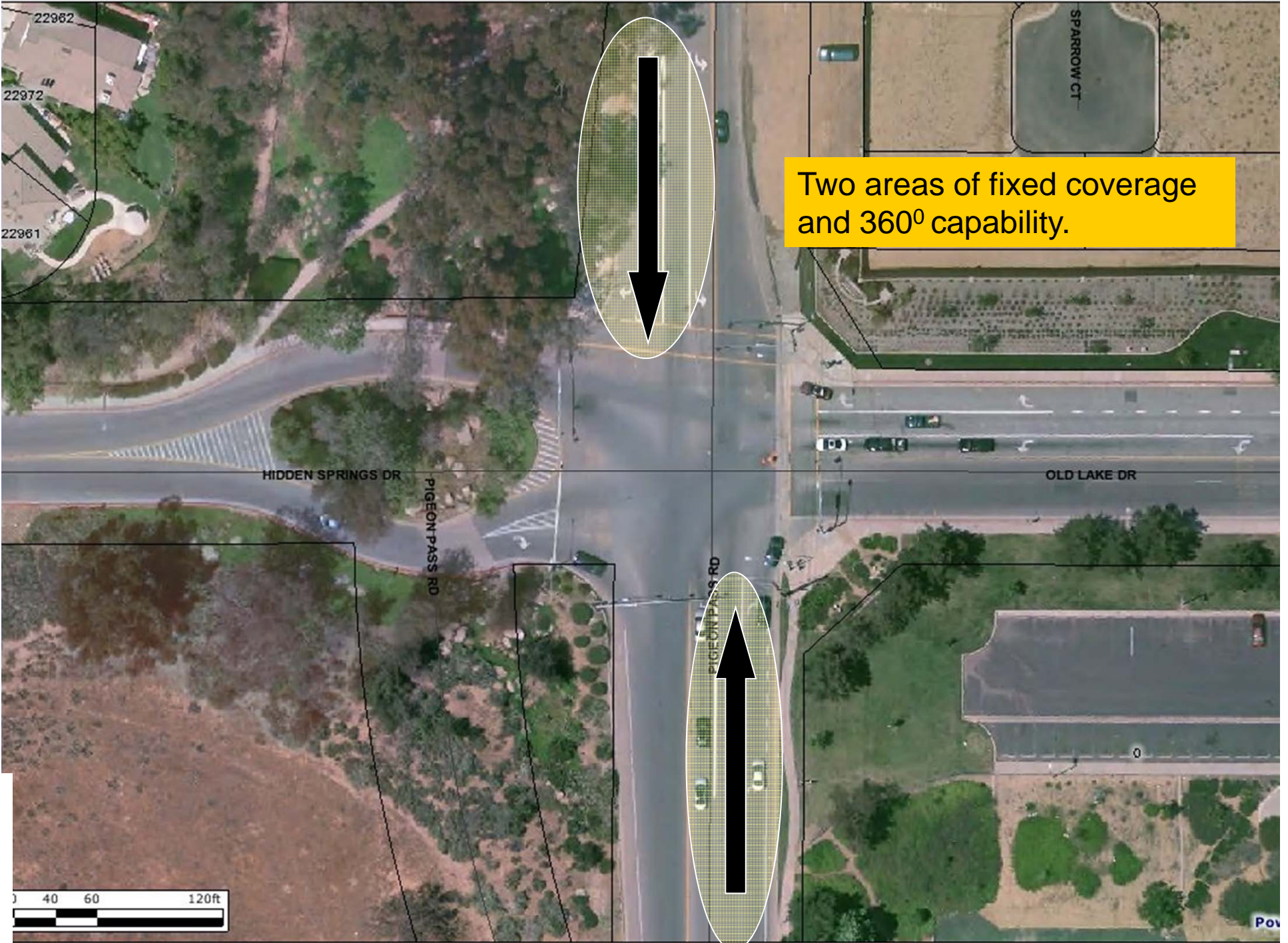




Two areas of fixed coverage and 360° capability.

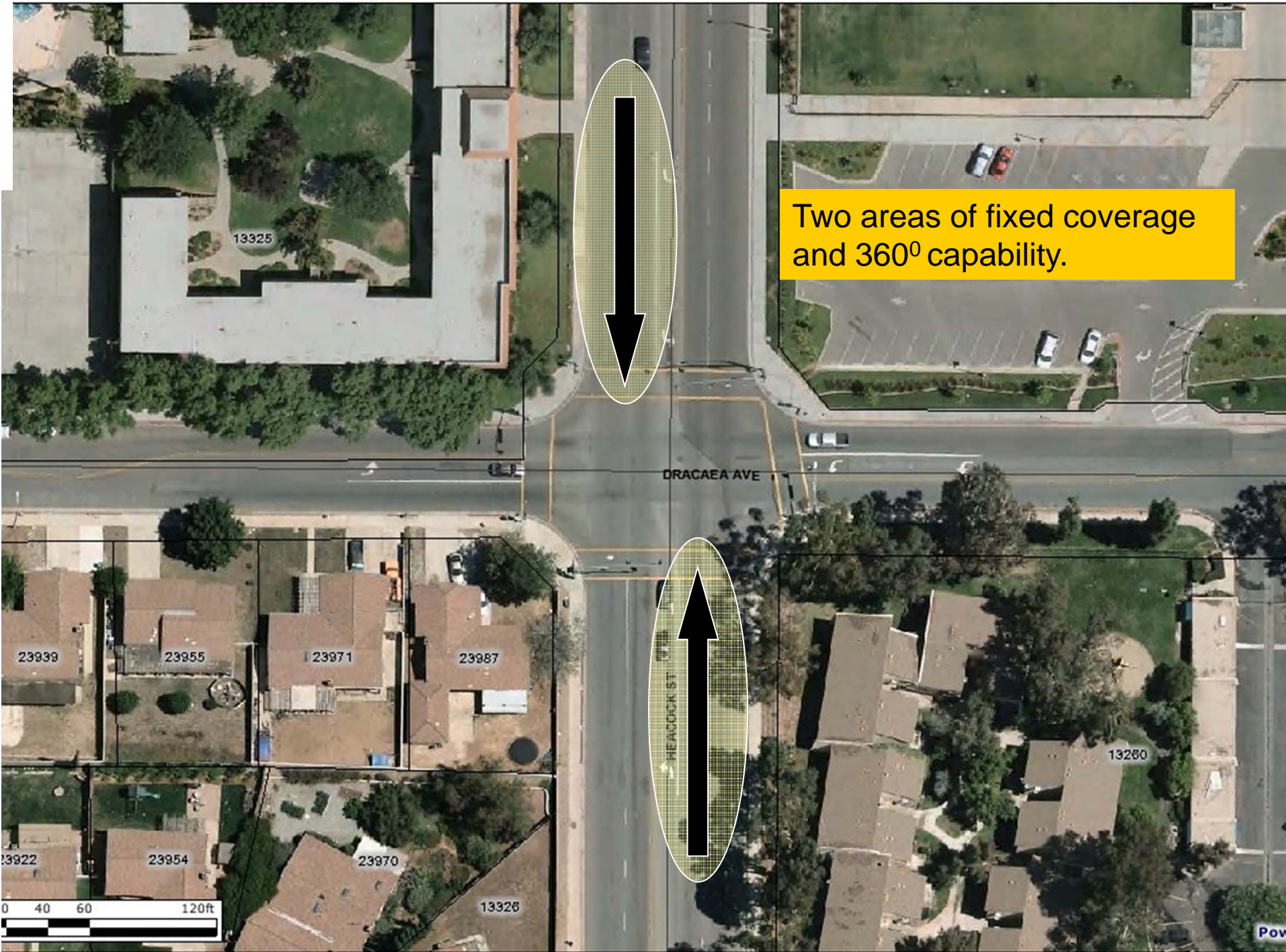




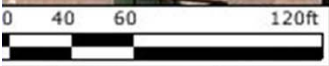


Two areas of fixed coverage and 360° capability.





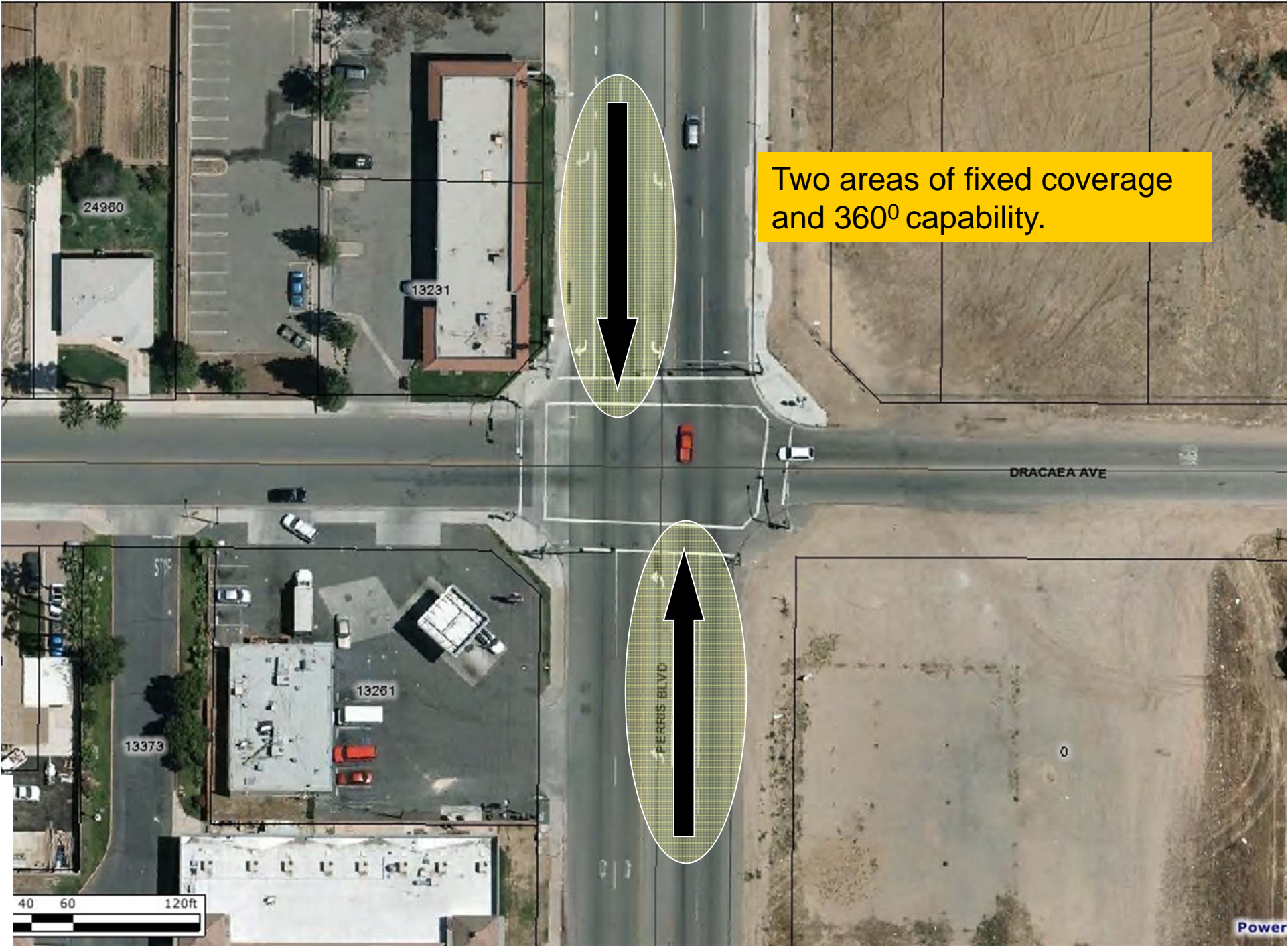
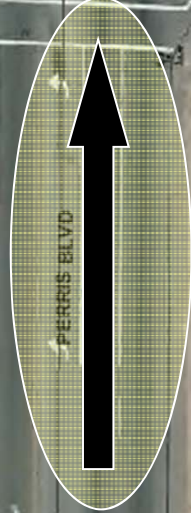
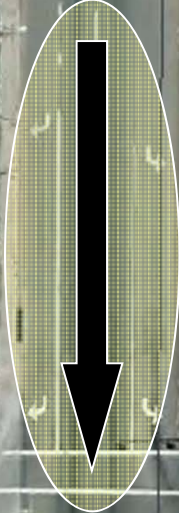
Two areas of fixed coverage and 360° capability.



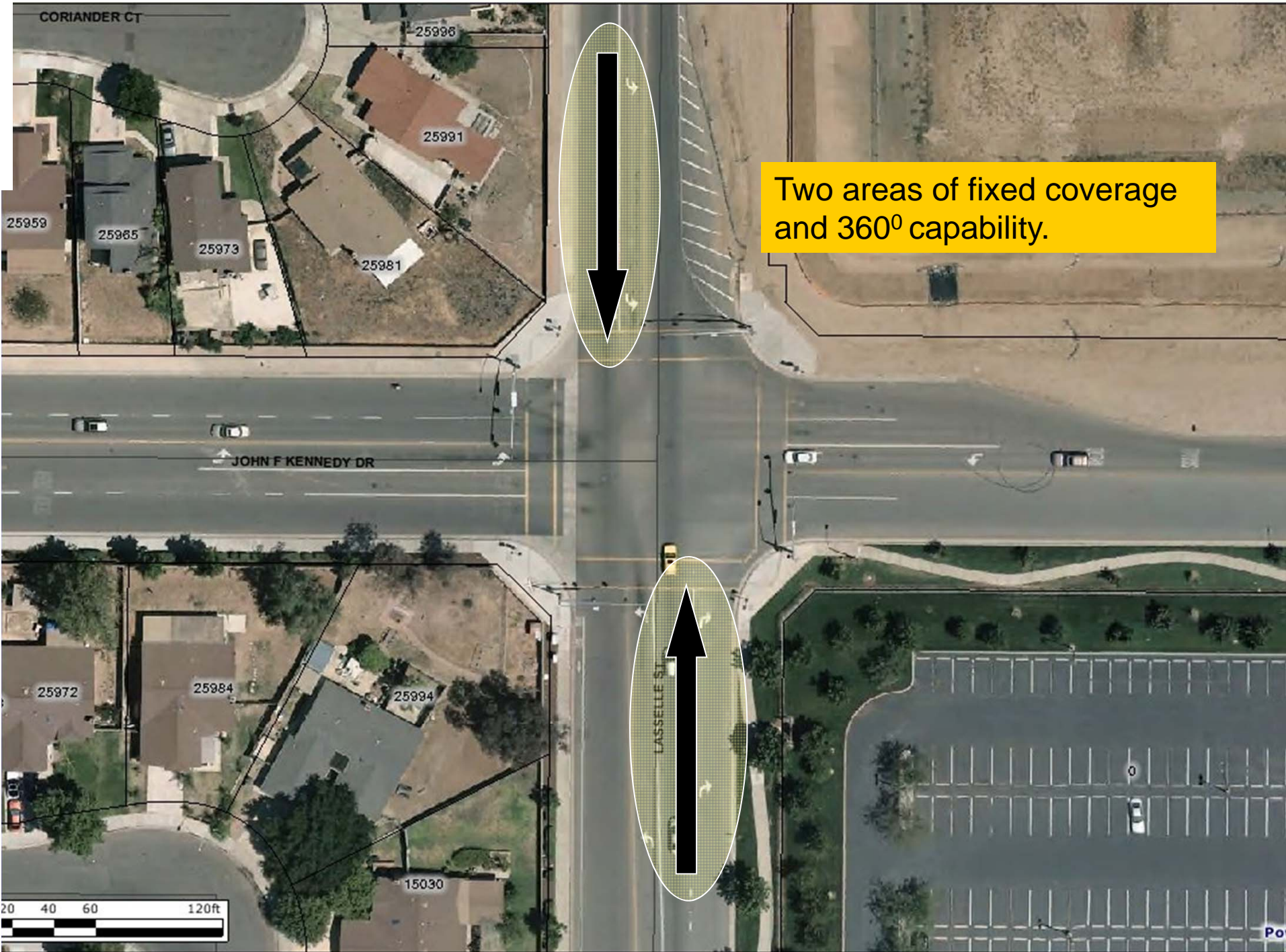
Pow



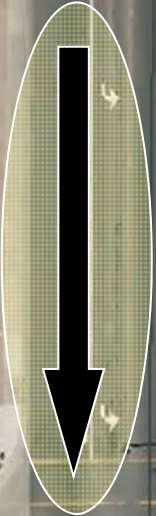
Two areas of fixed coverage and 360° capability.





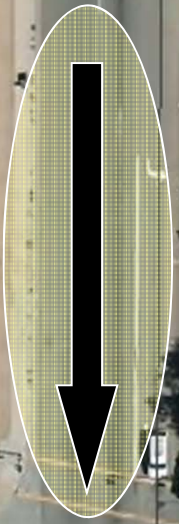


Two areas of fixed coverage and 360° capability.





Two areas of fixed coverage and 360° capability.



HEACOCK ST

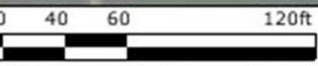
FIR AVE

12712

12730

12815

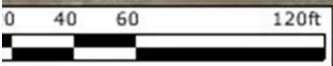
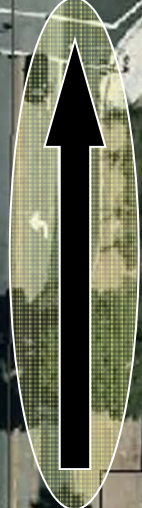
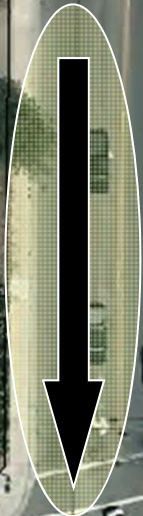
12800







Two areas of fixed coverage and 360° capability.



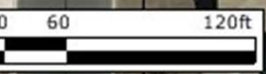




Two areas of fixed coverage and 360° capability.

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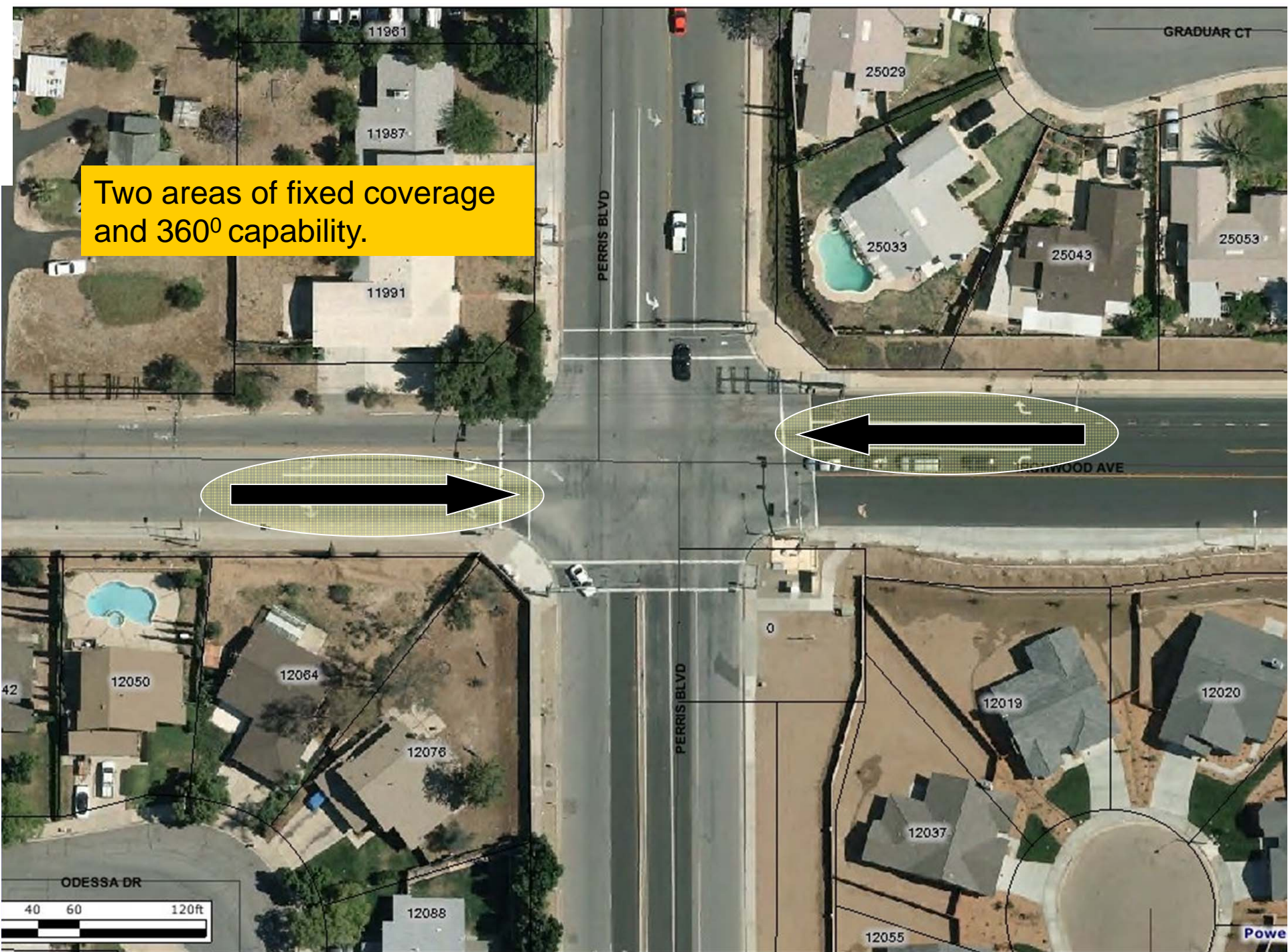
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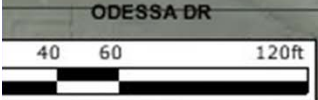
Powered

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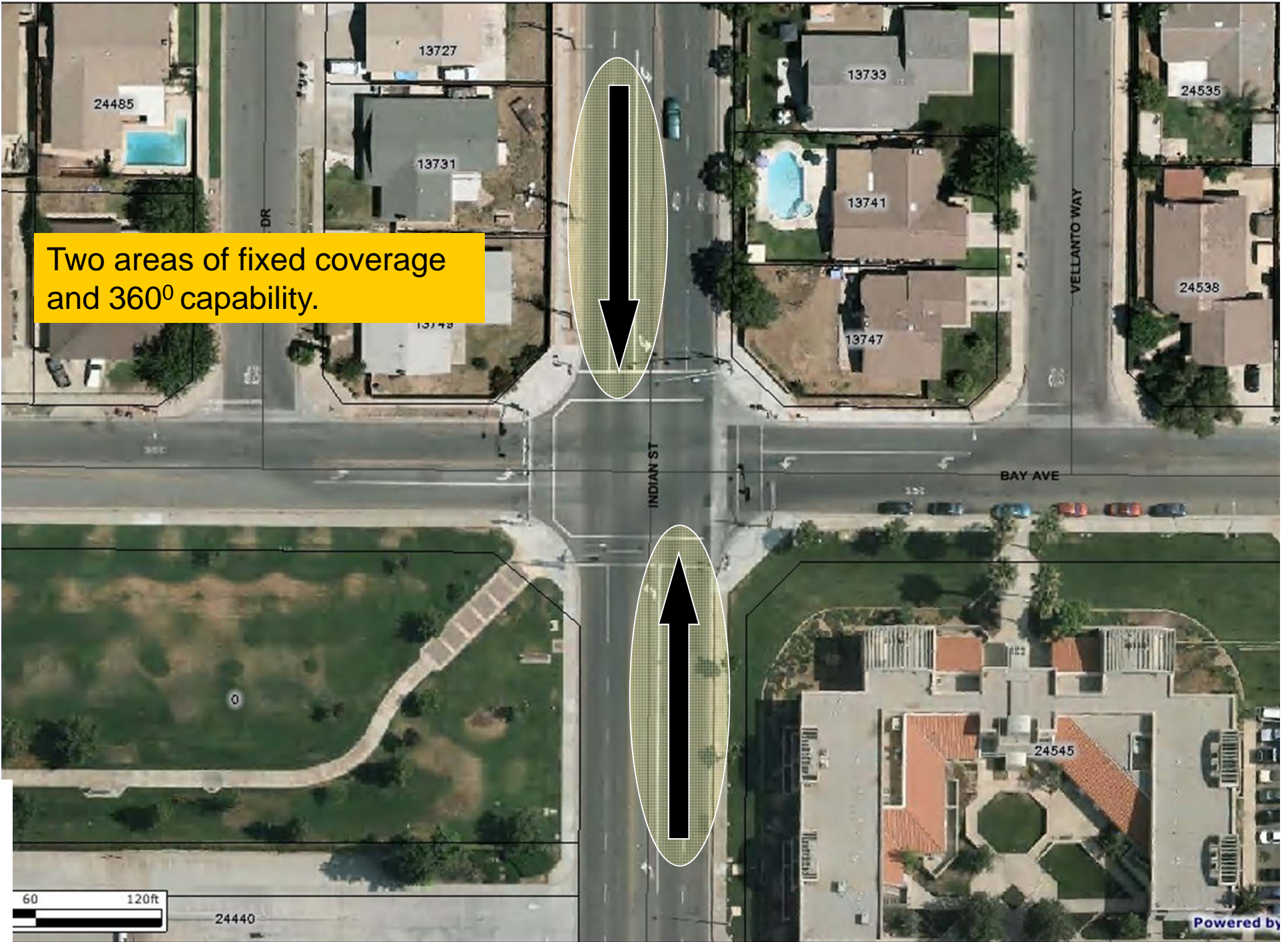




Two areas of fixed coverage and 360° capability.



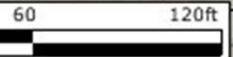




Two areas of fixed coverage and 360° capability.

-741-

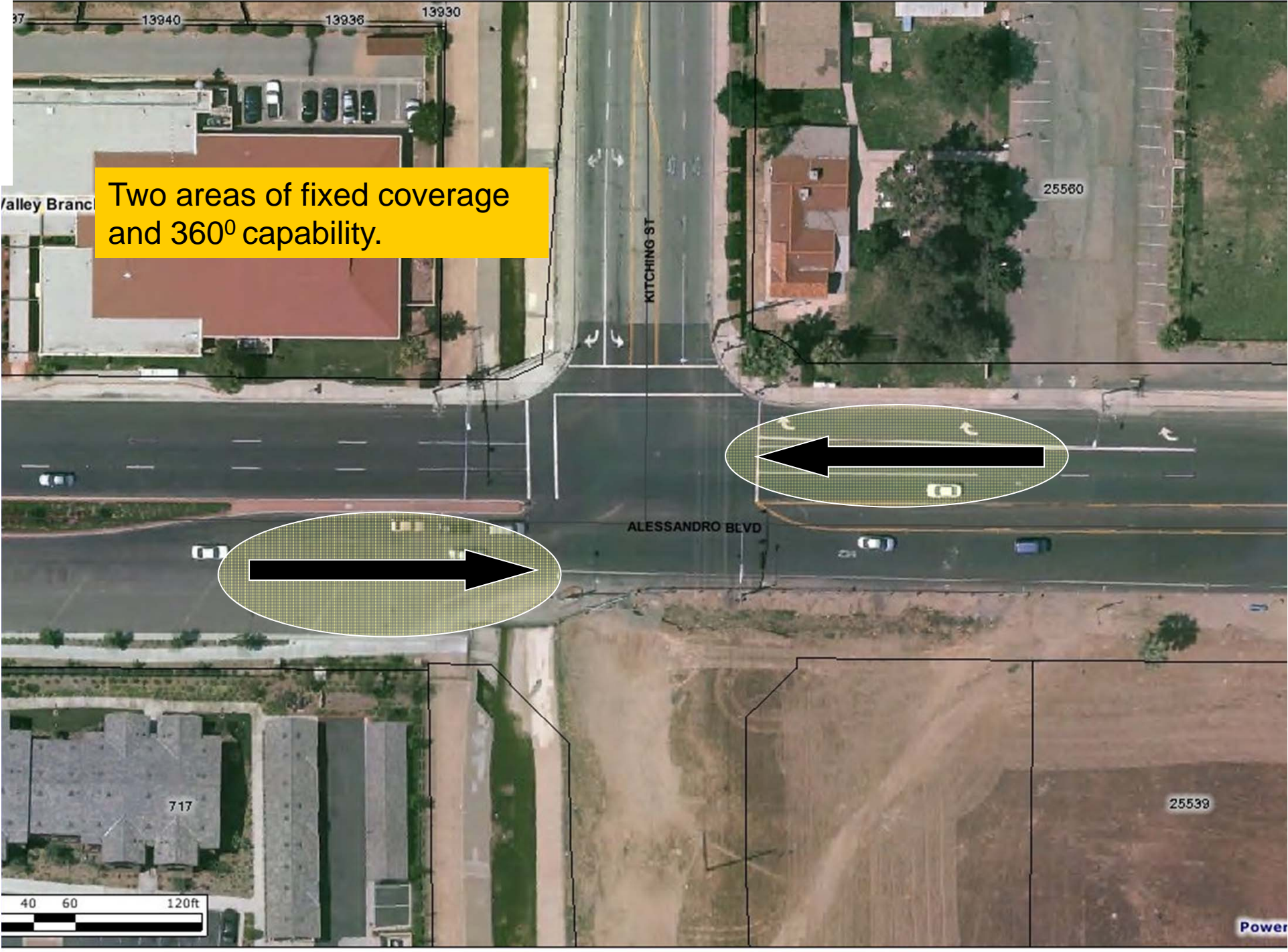
Item No. A.19



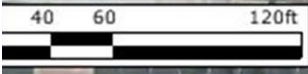
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6263883





Two areas of fixed coverage and 360° capability.



Power





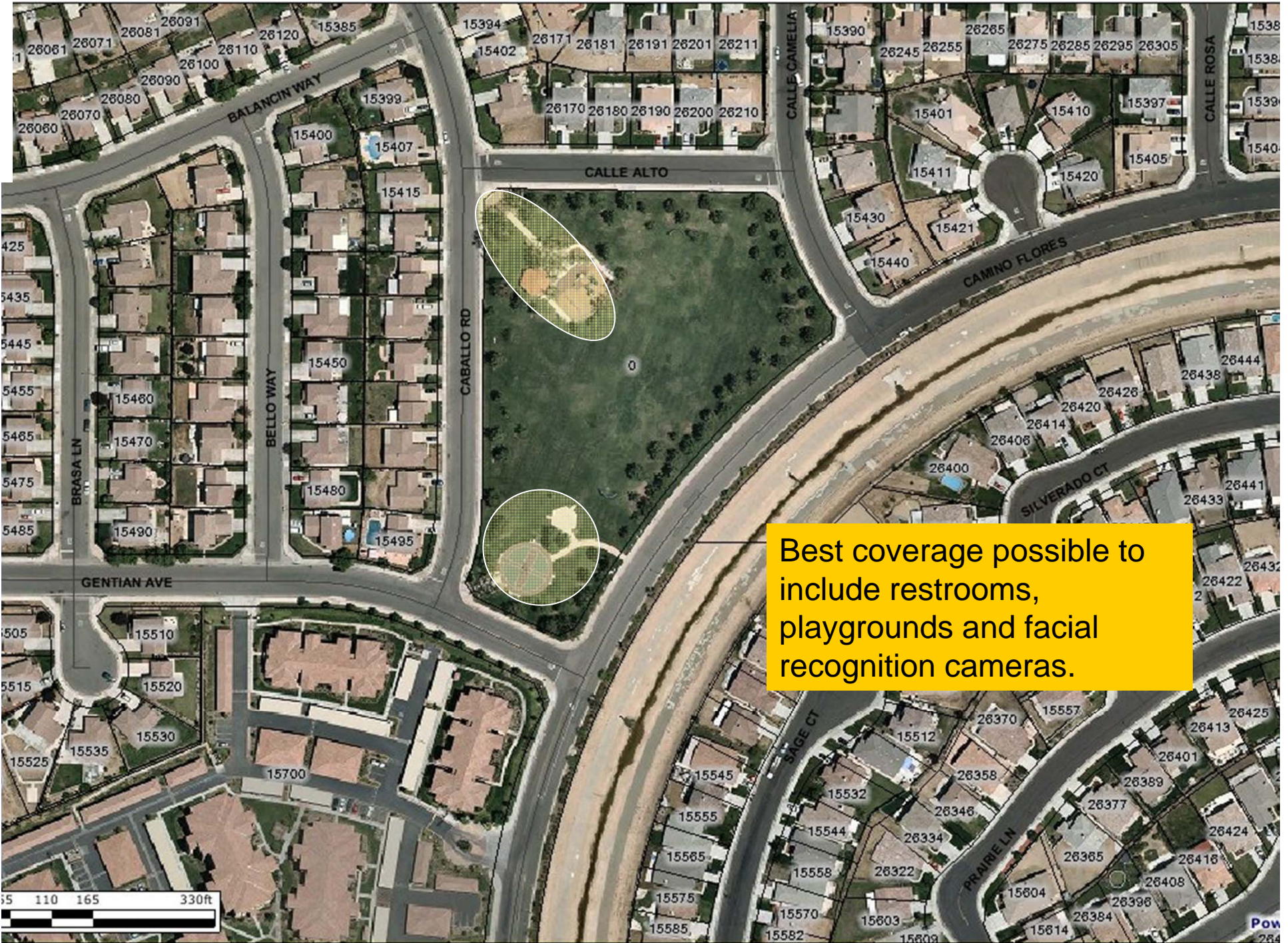
Two areas of fixed coverage and 360° capability.

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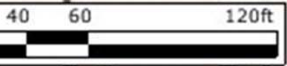
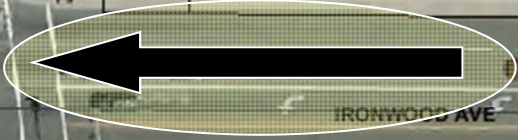
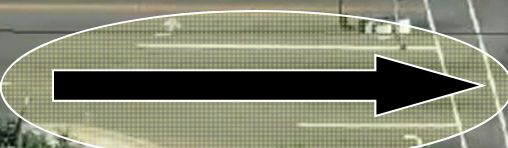


Best coverage possible to include restrooms, playgrounds and facial recognition cameras.



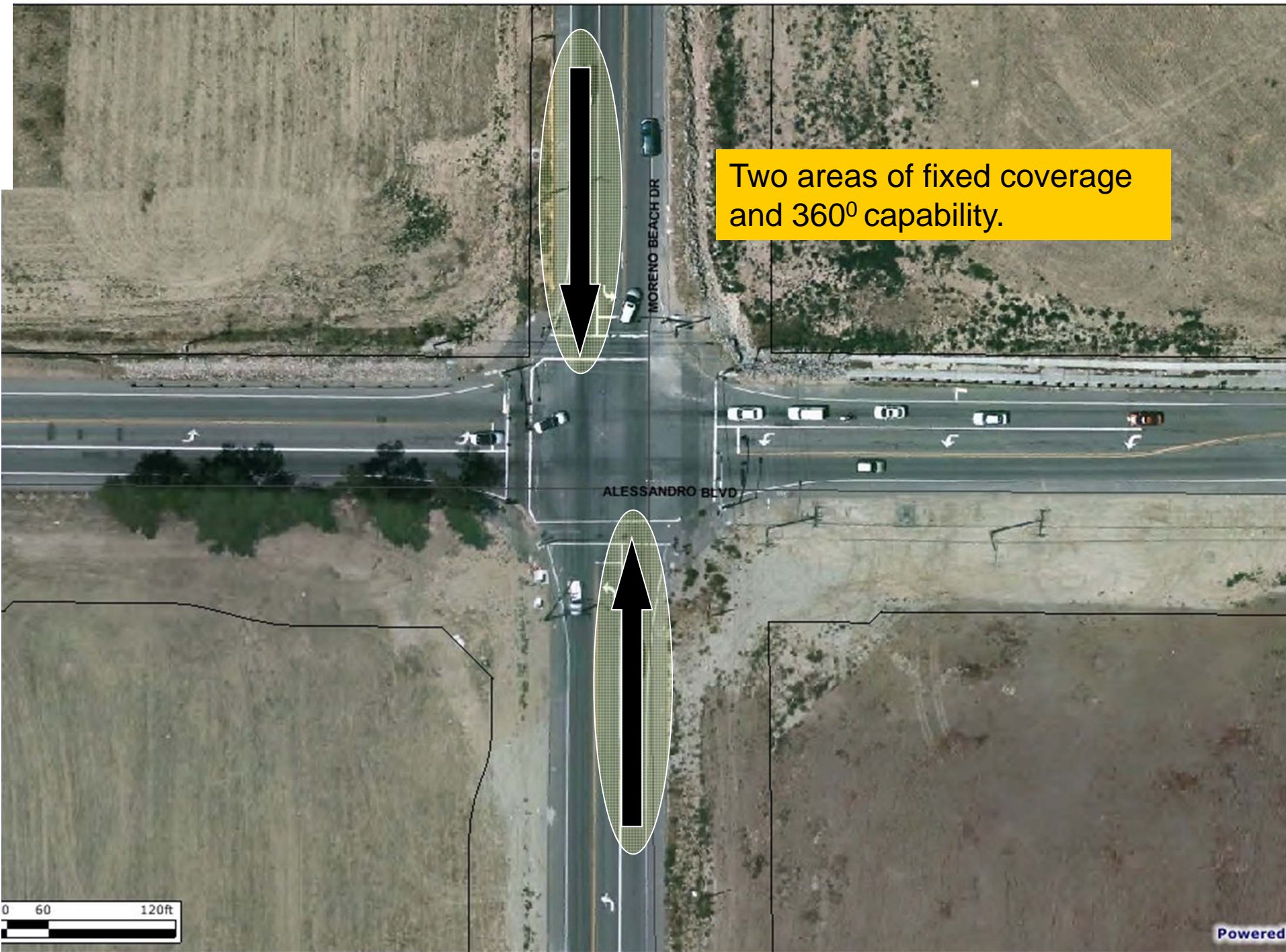


Two areas of fixed coverage and 360° capability.



Power

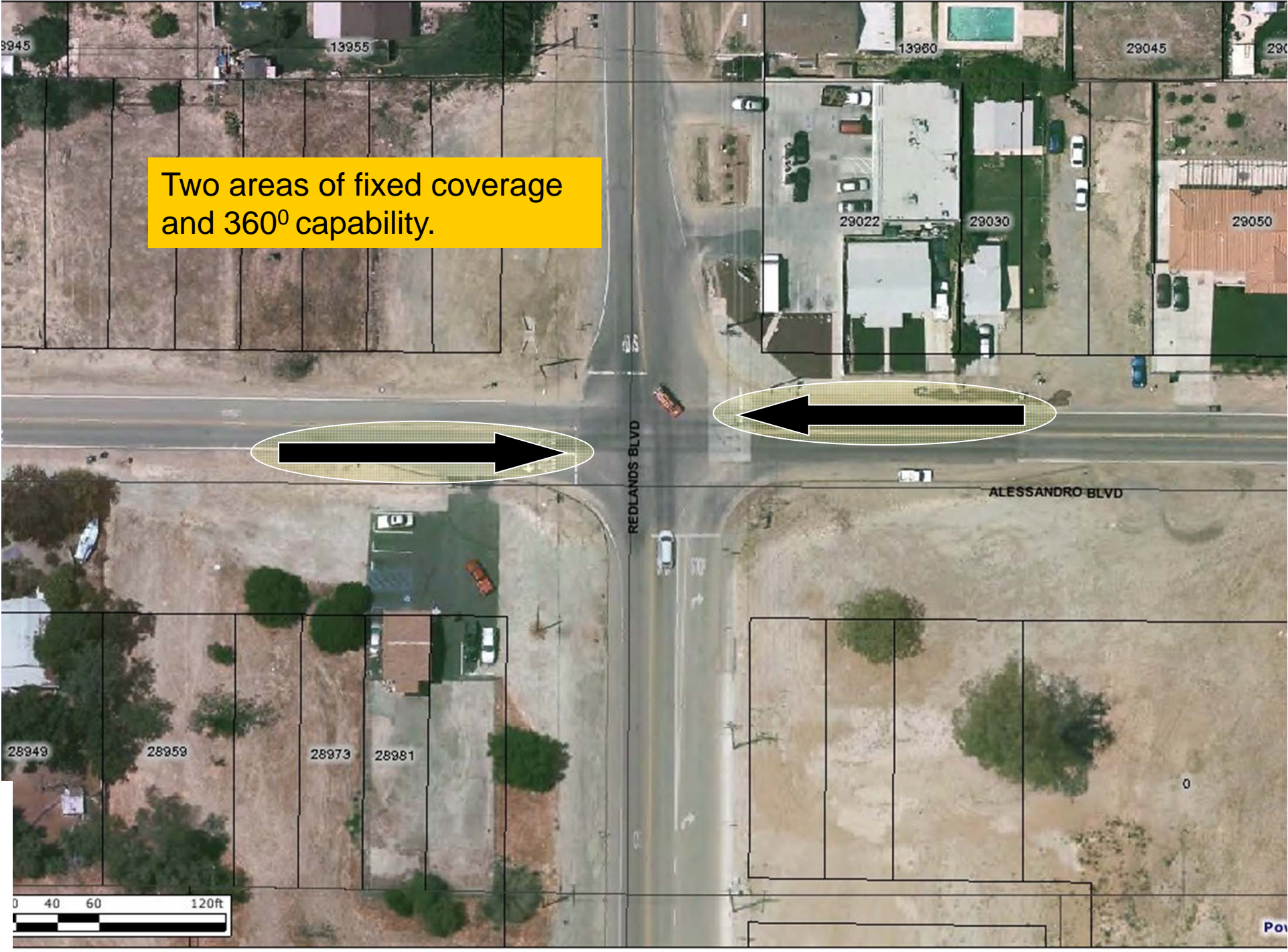




0 60 120ft

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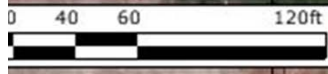


Two areas of fixed coverage and 360° capability.



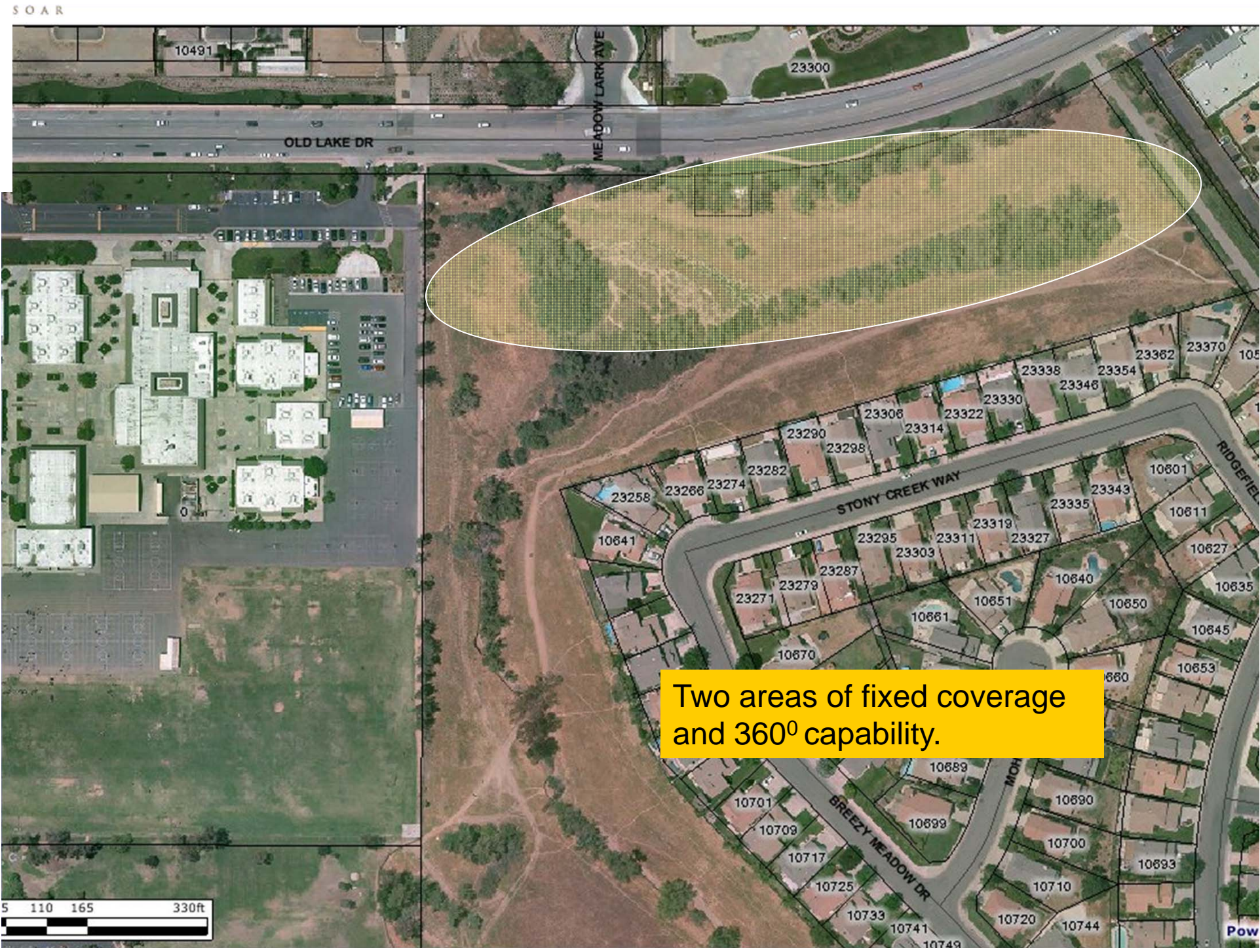
-747-

Item No. A.19



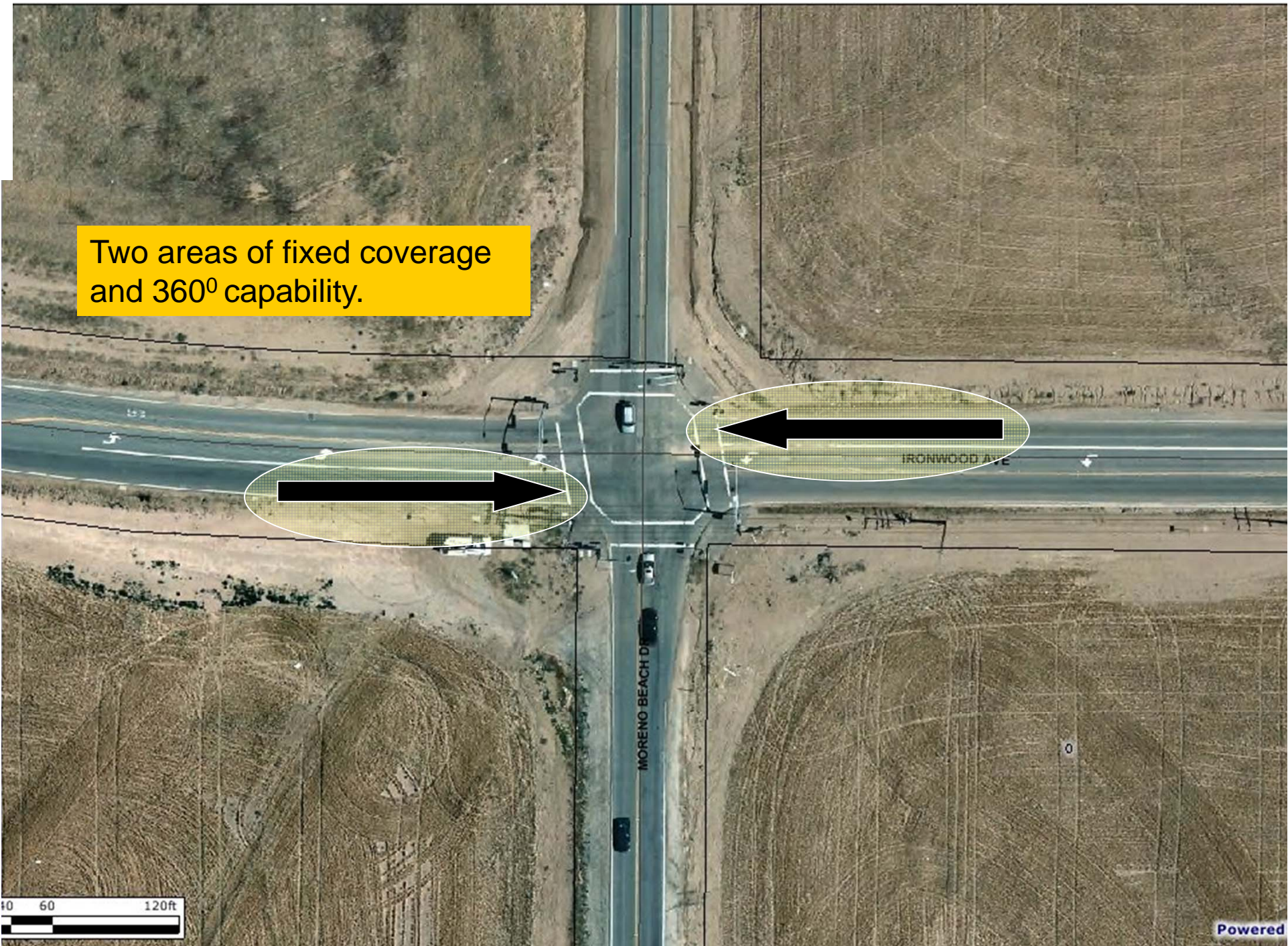
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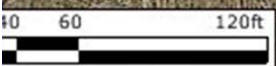


# Later Phases



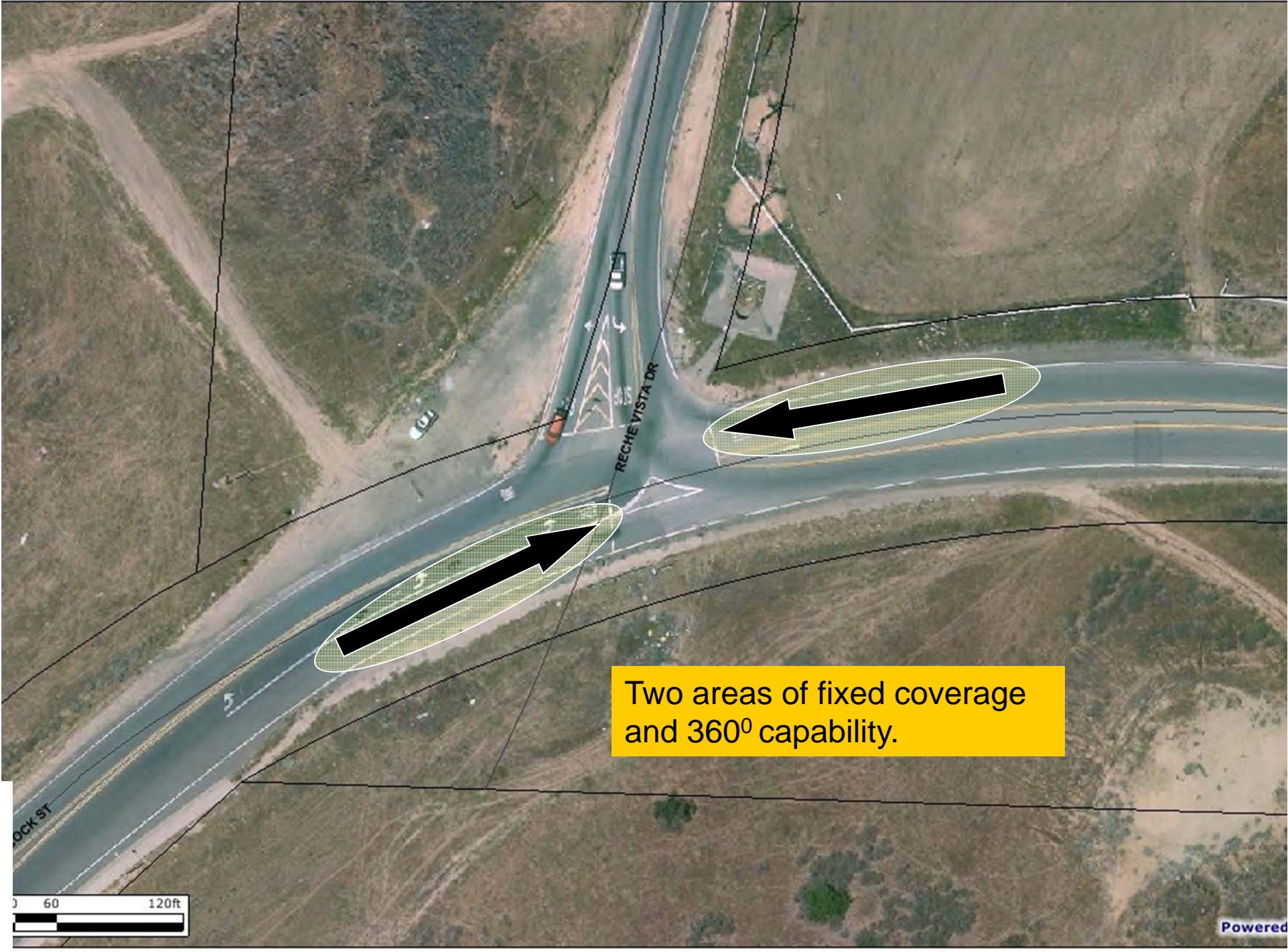


Two areas of fixed coverage and 360° capability.

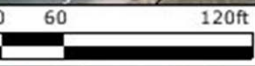


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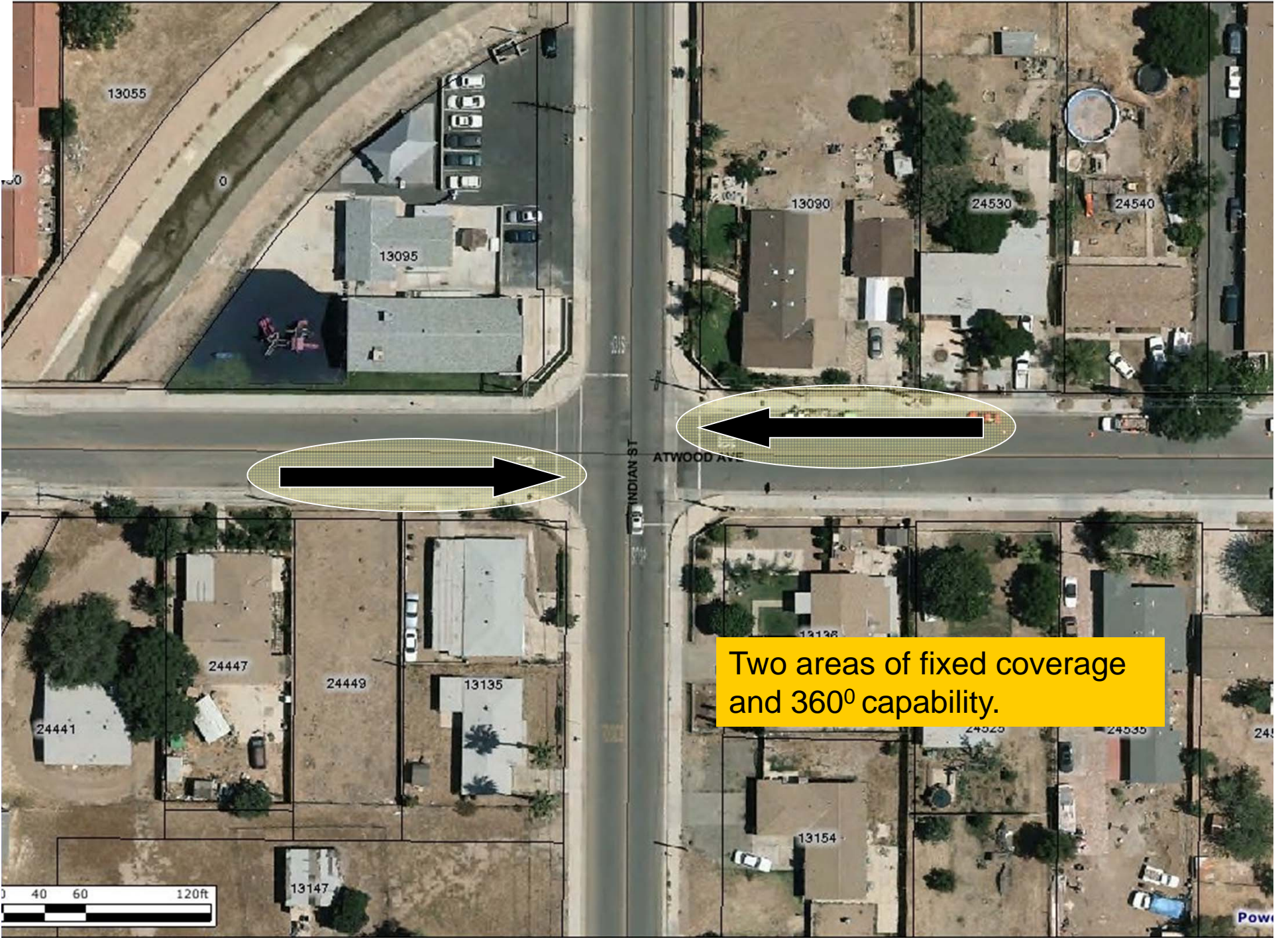


Two areas of fixed coverage and 360° capability.



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Two areas of fixed coverage and 360° capability.

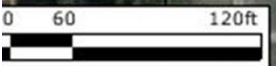
-753-

Item No. A.19





Two areas of fixed coverage and 360° capability.



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Two areas of fixed coverage and 360° capability.



-755-

Item No. A.19





Two areas of fixed coverage and 360° capability.







-757-

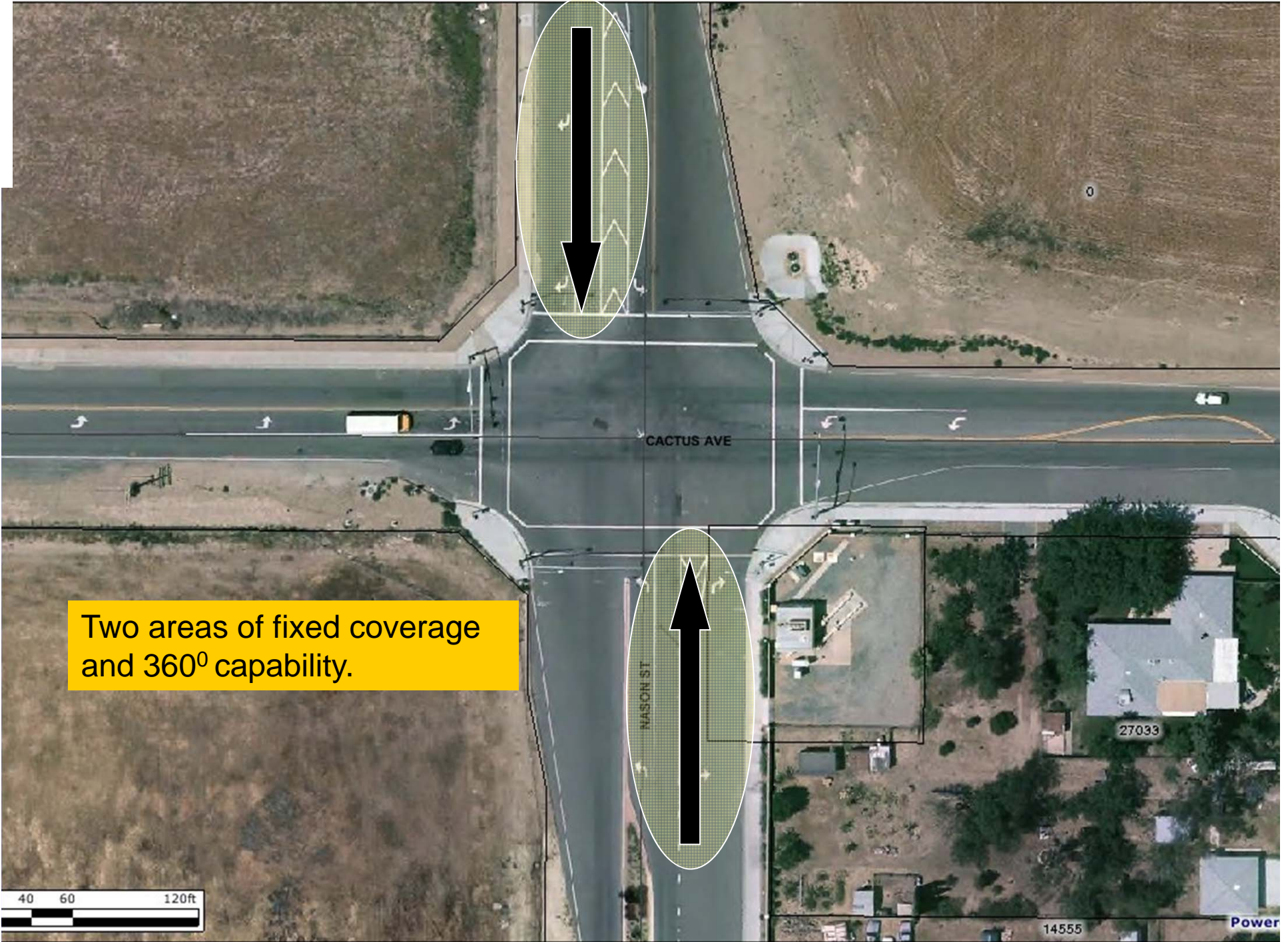
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Two areas of fixed coverage and 360° capability.

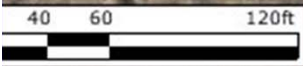
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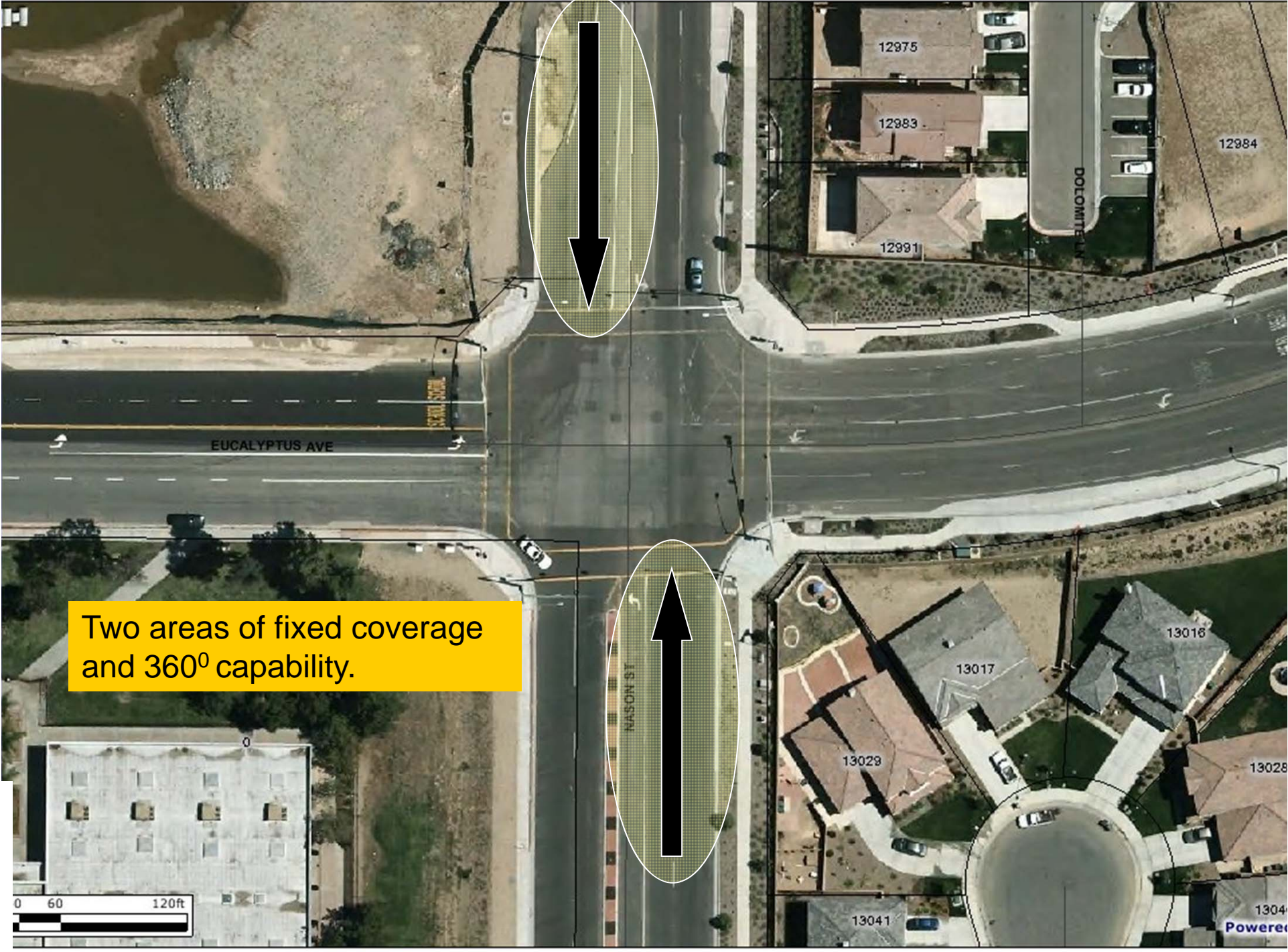




Two areas of fixed coverage and 360° capability.







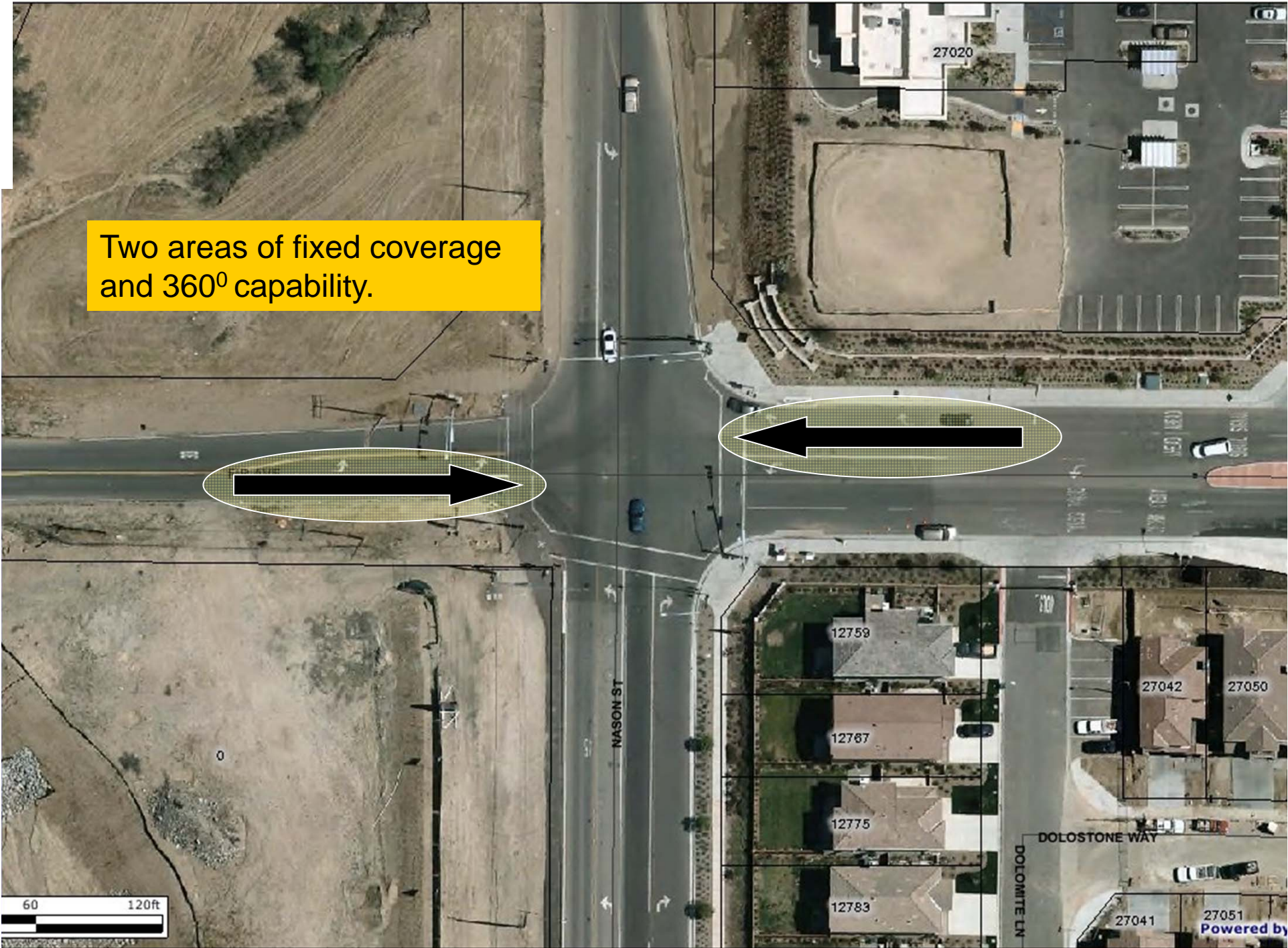
Two areas of fixed coverage and 360° capability.

-759-

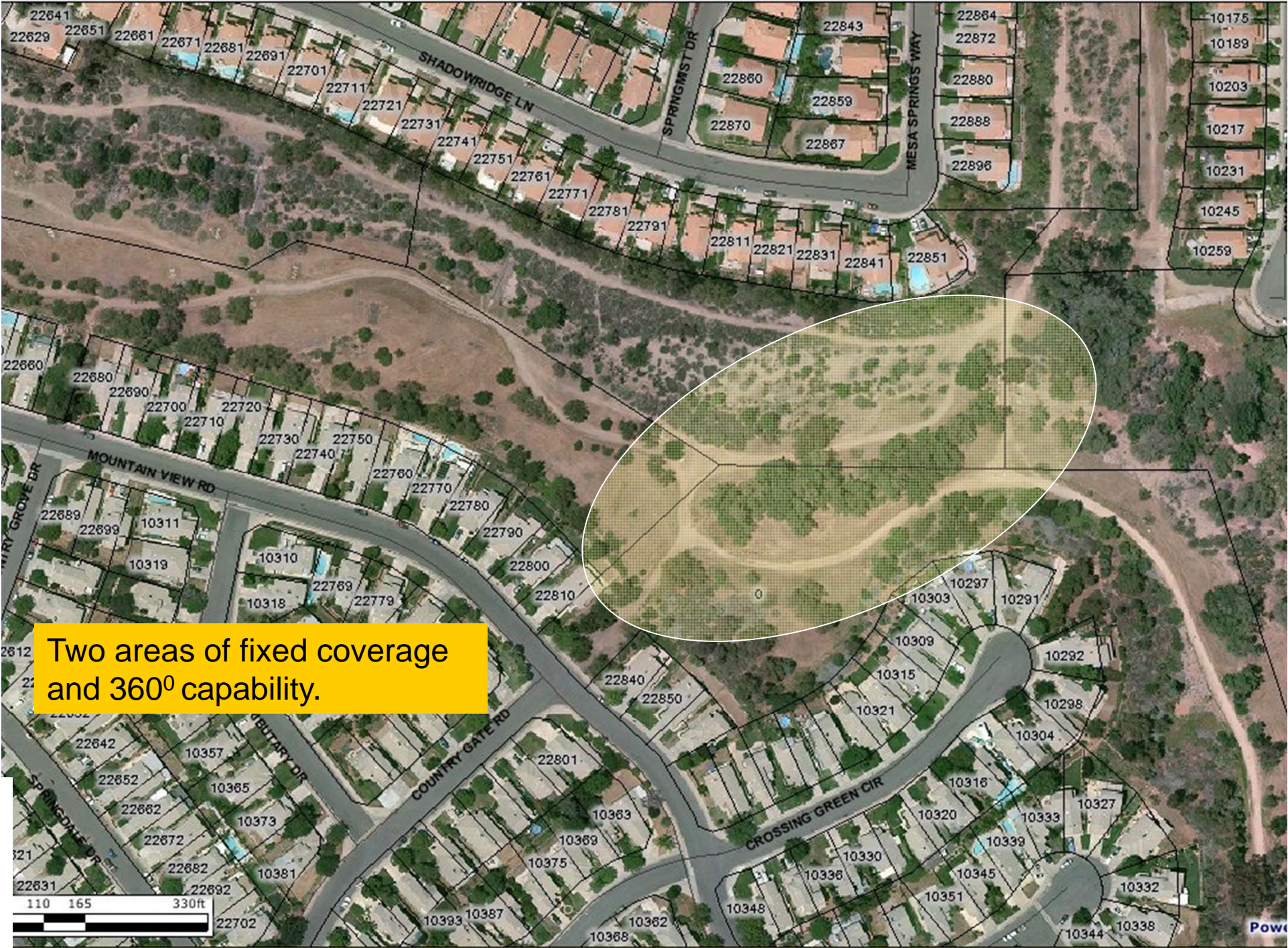
Item No. A.19



Two areas of fixed coverage and 360° capability.







-761-

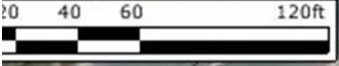
Item No. A.19

Two areas of fixed coverage and 360° capability.

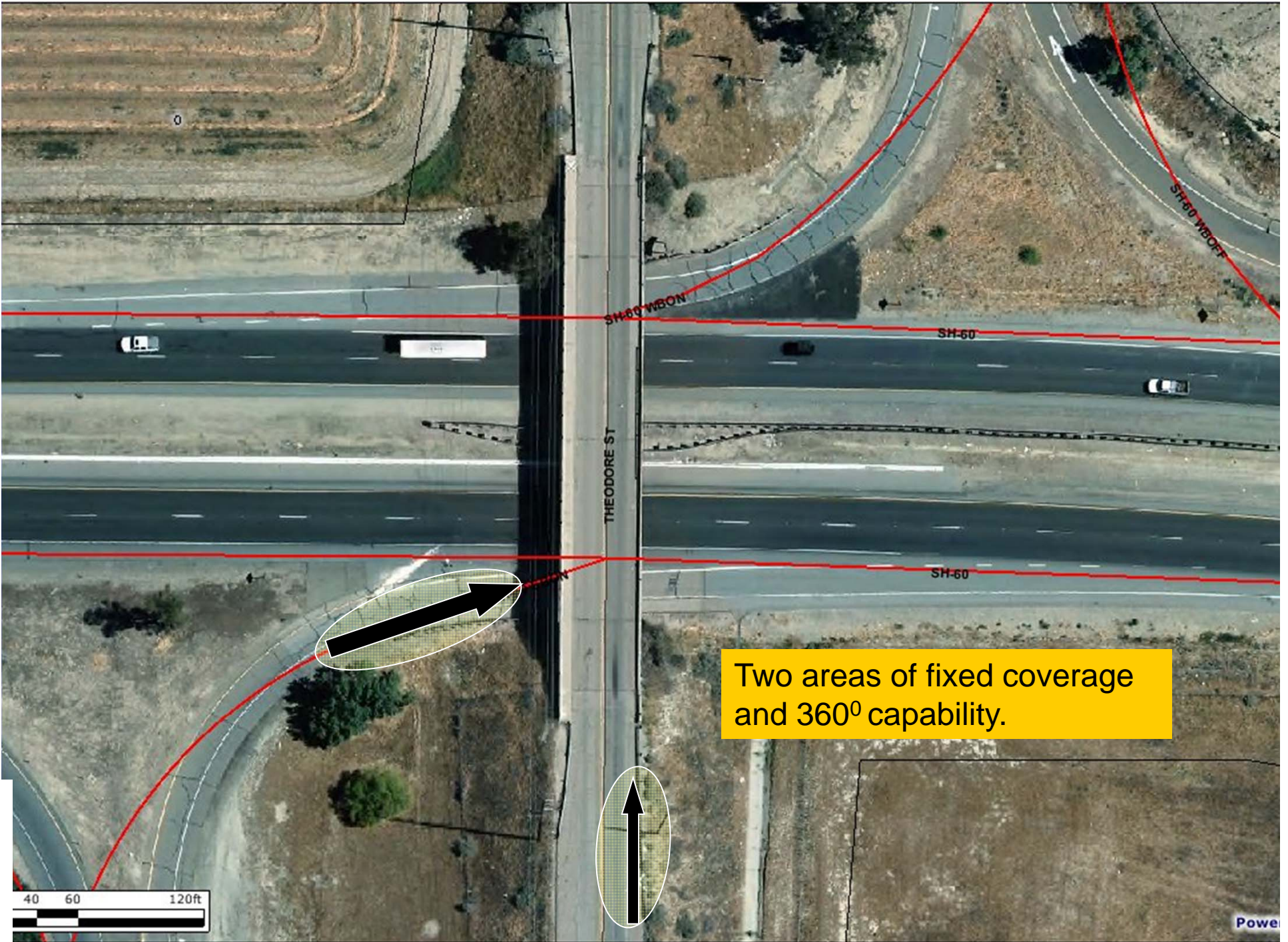




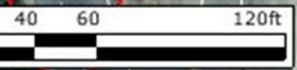
Two areas of fixed coverage and 360° capability.







Two areas of fixed coverage and 360° capability.



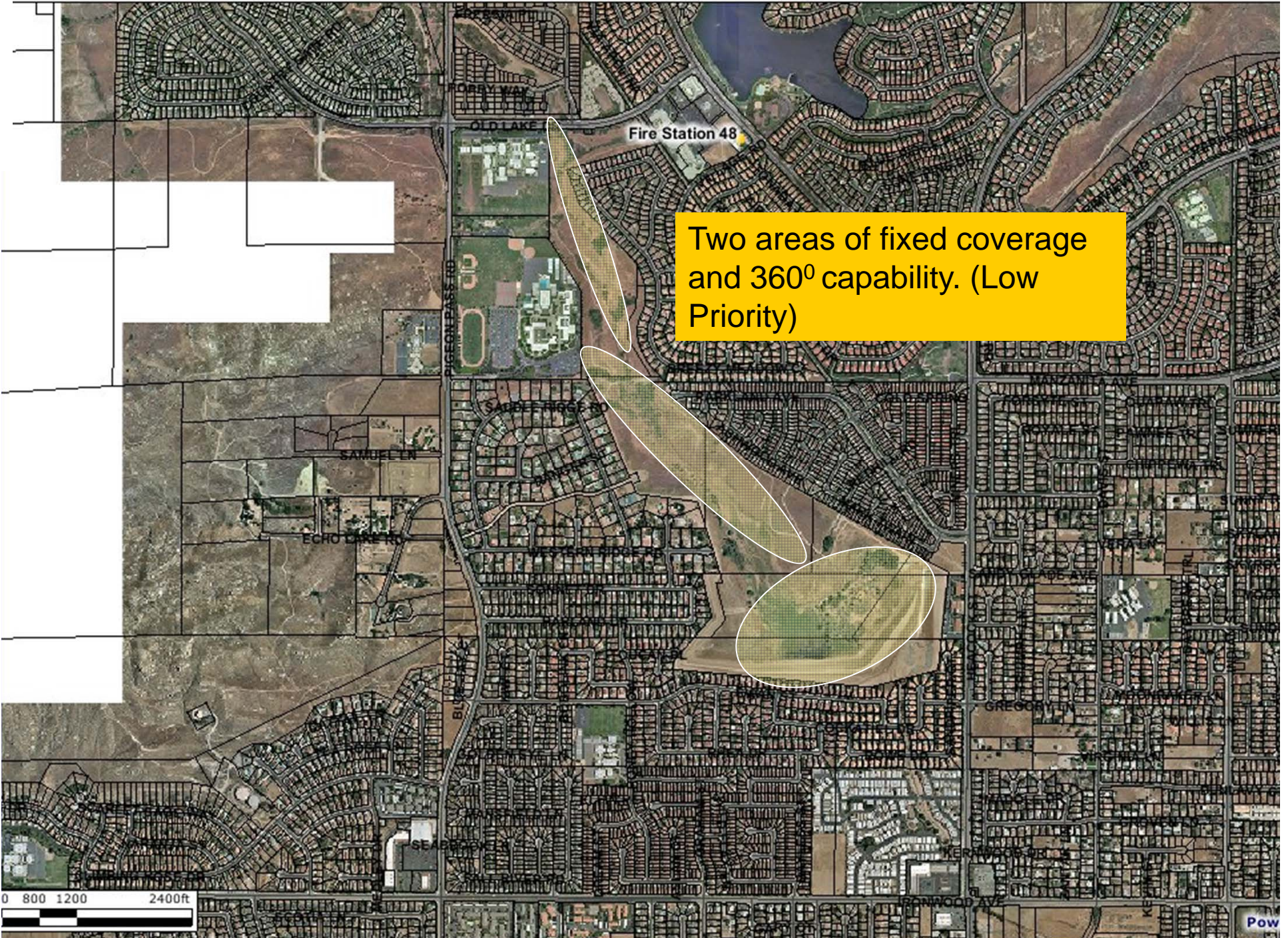
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Item No. A.19

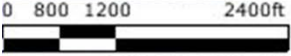
Power

11-63





Two areas of fixed coverage and 360° capability. (Low Priority)







**FILAREE**

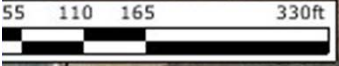
Two areas of fixed coverage and 360° capability.

**GENTIAN**

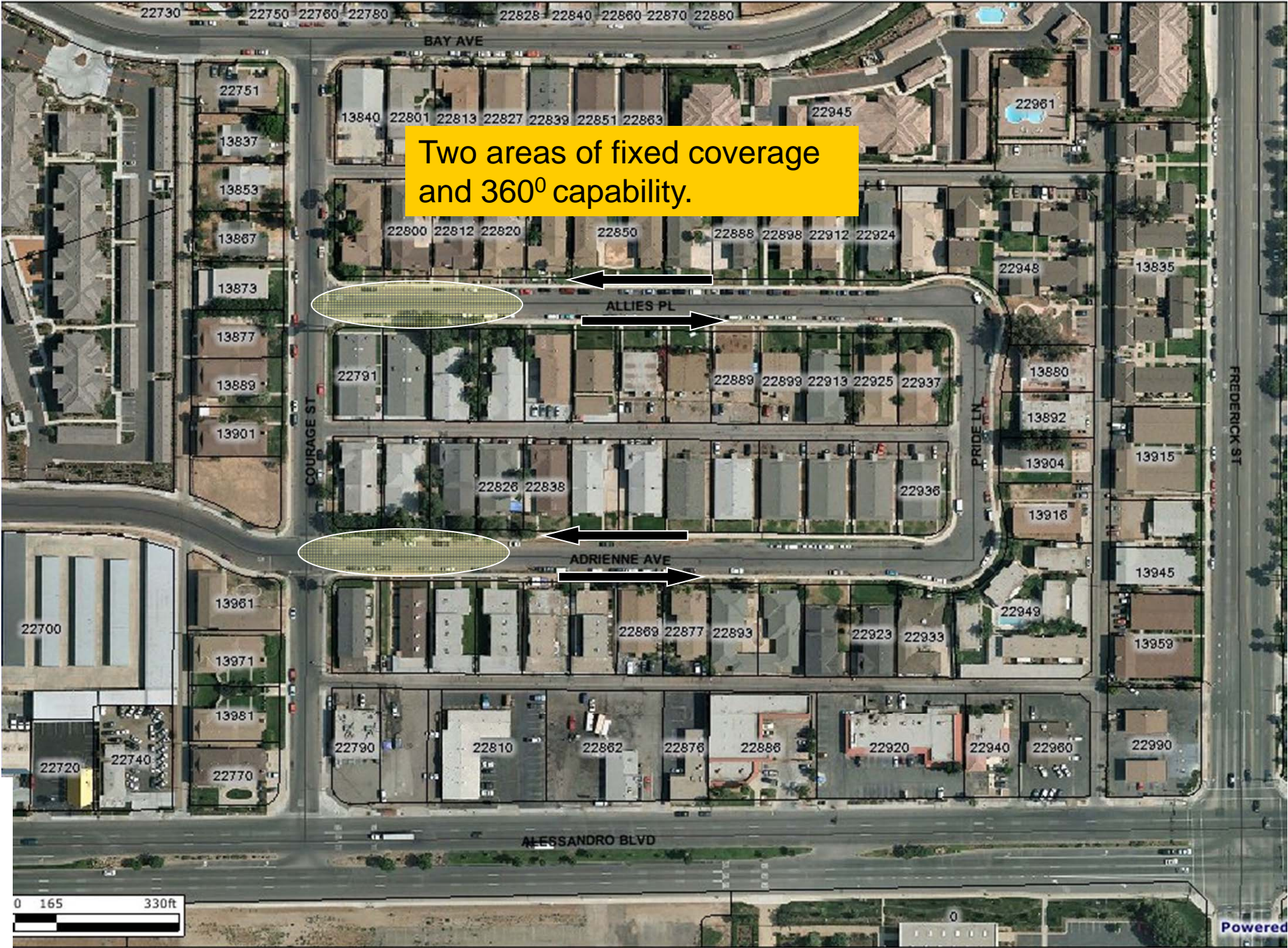




Two areas of fixed coverage and 360° capability. (PTZ)







Two areas of fixed coverage and 360° capability.

-767-

Item No. A.19

0 165 330ft

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# Citywide Camera Surveillance System Addendum # 1

## Pre-Bid Meeting – PD Camera Project 4/11/12 1-2:10pm

### Notes while the City addressed the agenda items.

Introductions: Lt. Cheryl Evans, Sgt. John Del Valle, Tom Tucker (Project Manager, City Consultant), Steve Hargis (City Technology Manager); an additional, non-City resource will be used to help evaluate the proposals deemed to be finalists

### Purpose, Scope & Vision of this Project

May not be a typical RFP – less specific, perhaps ambiguous; lots of freedom to propose your strengths; NOT an RFQ but a true RFP

City expects to spend its entire project budget so price is not the predominant factor here

Integration: Traffic (Kimley-Horn & Associates KITS) – Facilities (City Hall, EOC, Annex, utility substation) – PD Building

Public Transparency: Community viewing room for live feeds; ongoing discussion about how this will be achieved: extension of monitoring room or w/ viewing software or mirror of monitoring room

Smarter Policing: Only sending Officers when/where they are needed – e.g. Speakers at park locations, view dispatches of lots of officers before dispatching

Funding – Public Funds from PD savings in previous FYs, already budgeted and authorized to be spent across FYs

### Approach to RFP development

Address all ideas, conflicts, etc. in RFP

Evaluation Criteria: 1A – We don't expect anyone to meet all requirements; looking for the best fit for our needs and best value (e.g. 100% wireless coverage in City is not possible; so propose a design and coverage; lots of freedom)

1C – Looking for ability to see details of what camera is looking at; don't want a picture of a dark sedan; do want a picture of a green, Ford Taurus, w/ 2 people in the front seats

3A – An SDK or exposed APIs is needed: If vendor has to perform the integration to preserve warranties – say so

3C – We are looking for some headroom/capacity for growth & inexpensive growth; Goal is to have infrastructure built and only add cameras

## Citywide Camera Surveillance System Addendum # 1

4 – Want recommendations of storage capacity and video storage parameters (fps, resolution, etc.); 12 months at PD; otherwise 1 month; space to temporarily store video that is set aside; Storage mgmt. should be easy – Know HP EVA SAN tools but we don't expect the exact same solution in the proposal

5C – Quality over speed but City is expecting results quickly. Suggest schedule proposes completing a small section to score a fast win (crime recorded, solved, or thwarted; open Community viewing room) and then build out from there

### Timeline

E-mail Purchasing Division for electronic copies of addendums; otherwise, posted on website; Questions taken until April 26 so that we have time to formulate and disseminate answers

June 26 is last chance to award the contract b/f the City Council goes dark/goes on recess until August

### Miscellaneous

Site access will be available to finalists only

Reducing City risk: Faithful Performance Bond vs Payment schedule (milestones) & acceptance (need to define)

Remote Project Management will not be favored as much as an onsite PM to expedite decision-making processes



Citywide Camera Surveillance System  
Addendum # 1

**Questions:**

The City strives to keep vendors responding to City needs current with all ancillary information to each specific RFQ/RFP or Bid. As such we will receive questions in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all questions and answers.

Q. How many finalists will be chosen?

A. Six or less

Q. Can the finalists do a presentation/demonstration at the Police Dept., as well as take you to other cities (local)?

A. Yes

Q. Will the City's HP SAN be integrated?

A. Storage will be separate from the City's.

Q. Bid due date?

A. May 9, 2012 by 2:00pm to the City Clerk's office

Q. Any communications with MARB?

A. Yes, we have contacts at MARB and successful experience in obtaining permits and permission to have radio waves on the base.

Q. Where is the existing fiber?

A. Showed map of fiber around City Hall campus. We will be running more fiber south of City Hall to the Corporate Yard. Continuous conduit exists with about 1/4 mile of fiber already run.

**Attachment Q was passed out. It will be added as addendum on website. Any vendor whose proposal relies on future availability of fiber in the City should make that assumption very clear in their proposal. The City does not have a high confidence level in the estimated availability dates for fiber projects beyond the City Hall to City Yard fiber extension project (red line on the map).**

Q. Is there a listing of possible friendly sites for the wireless backhaul?

A. We have had informal discussions with MVUSD, Sketchers, and Community Hospital and are still working on relationships. Box Springs Mountain is possible but has some definite downsides.

Q. Can we build towers?

A. City is open to the idea. City leases a tower at Box Springs, there is the possibility of putting tower there but that site has problems that site in the City do not have.

Citywide Camera Surveillance System  
Addendum # 1

Q. Can City assets be used and is there a list?  
A. Yes, it will be put on website as an addendum.

**List of City building and park addresses will be posted on the website as an addendum.**

Q. Will the City asset list include the tower?  
A. We will discuss.

Q. What is the water service in the area?  
A. City has no water infrastructure. It is separate – EMWD, WMWD and Box Springs.

Q. We there be CalTrans issues?  
A. No

Q. Traffic signals owned by the City?  
A. Yes. Those identified have a duplex 110 plug on the pole. You can tap into that circuit.

Q. How many cameras are at the Police Department?  
A. 48 cameras, analog, record 24/7, watch commander can view, need to encode video, current system is from I3VR, currently store 6 months of video from these cameras.

Q. Will the traffic cameras in the future be running through fiber?  
A. The plan is to put them on fiber, but you don't need to worry about the traffic cameras now other than the integration with the Kimley-Horn & Associates KITS software.

Q. Can we have access to the control boxes?  
A. We will ask the City's Traffic Division.

Q. Can we go to the camera intersections for line of site?  
A. Yes. Contact City if you need help.

Q. After doing due diligence, did you have any cities to use as models?  
A. We liked certain things from certain cities, not everything from one city. We want to develop something for us that will meet our needs.

Q. How many TV stations will you need to monitor feeds?  
A. We have cable at Police Dept. so we can choose which ones. That video will not be stored long – no more than 2 weeks.

Citywide Camera Surveillance System  
Addendum # 1

Q. Will this system be at the squad car level?

A. Not in this project.

Q. Will there be special incidents that will need to be stored permanently?

A. We will put those on DVD for evidence.

Q. Will the fiber map be available in soft copy?

A. Yes, will try to put it in soft copy and add as an addendum.

Q. Performance Bond and Bid Bond both required?

A. Performance bond is required. A bid bond is not required.

Q. What are the contractor license requirements?

A. When installing on light poles need certifications

C10 - for 110 on poles

C7 - for low voltage

BICSI - for data cabling and terminations

Q. Can a C7 contractor bid for the project and sub out the C10 work?

A. Yes

This is a public works project. The field work will require certified payrolls.

Q. Is there an existing VMWare environment?

A. Yes, we have an existing VMware environment using HP blades, and an HP SAN for storage. The City will want to manage the servers.

Q. Will we use existing infrastructure?

A. Yes

Q. Any small business or disabled business set aside for the project?

A. No

Q. Will there be a monitoring room set up?

A. Yes, we will remodel a room. We are looking at furniture, room design and budgets now.

Q. Do you have the dimensions of the monitoring room?

A. Don't know exact dimensions, but it will be approximately 12 x 15.

Q. Are the monitoring room workstations and monitors part of the scope?

A. No, the monitoring station is not part of the RFP.

Q. We are just providing software to the monitoring room?

A. Yes, get it to the monitoring room.

Citywide Camera Surveillance System  
Addendum # 1

We are investigating sending a video stream to the County.

Q. Do we need a business license before or after the award?

A. After

Q. Are you open to partial responses?

A. We want whole responses.

**It will be wise for vendors to leave room for contingencies in their proposal. The City has no contingency budget and will require vendors to meet the functional specifications of the RFP if the initial implementation does not fulfill the specification. For example, if the RFP specified being able to capture video on a specified portion of a park but the video is not clear because birds keep landing on the camera housing, then the City will expect the vendor to solve the problem without requesting a change order.**

Q. This is not awarded to lowest bidder?

A. No, the City fully expects to spend its entire project budget. We are more interested in which proposal fits our needs.

Q. Will the City be providing the public viewing room?

A. Yes. There will be one monitor for citizens to look at.

**If you have questions after the meeting, send them to  
PurchasingDivision@moval.org**

**Look for addendums on the website.**

**We will also send addendums to the email addresses provided at this meeting.**

Q. Will the sign-in sheet be on the website?

A. Yes, we will post it.

Q. Bid Proposal is missing a form for all bid items or lump sum item form page.

A. We do not plan to provide one. We have specified that we do not want a lump sum but we want it itemized

Q. Bid Proposal is missing Bid Bond Form, is Surety Form acceptable?

A. We are only asking for a Faithful Performance Bond (see page 27)

Q. How will cameras transmit data to City Hall or Police Department  
Wired or wireless?

A. Because the City has very little fiber in the ground throughout the City we are anticipating that almost all vendors will propose a wireless solution. Please reference the last paragraph on page 5.

Q. Are there any underground conduit installation within the Project?

A. We are not anticipating that any Vendors will propose underground conduit installation.

Citywide Camera Surveillance System  
Addendum # 1

Q. While we can provide an SDK, allowing people to integrate 3rd party software into our server is a problem. This would remove any WildFire warrantee as to VMS software, so it is not practical to offer.

A. We will take that into consideration when evaluating your proposal.

Q. The requirement to have all servers synchronize in time with a Spectracom time server.

A. Temporal synchronizaton is important for all servers and for camera systems. Synchronization is a common requirement and we want vendors to know up front that we currently use, and will require to continue using, a Spectracom time server.

Q. All PTZ cameras and VMS must capable of reorienting when alarms trigger.

A. When a certain priority alarm is triggered by a camera, then a possible response to the alarm should be the ability to have a subset of the cameras (obviously only PTZ cameras) change their position/focus automatically. A possible scenario would be a gunshot detected (assuming gunshot detection is part of a solution); the system should have the ability to automatically reorient PTZ cameras towards the detected area. This is an advanced analytical capability that not all proposals will be able to accommodate. Another example is the Code Alex scenario where a system administrator triggers an alarm for a group of cameras that specifies which preset position each camera should immediately turn to. How close to these scenarios can your proposal come?

Q. Integrating existing camera systems into the VMS.

A. The City currently has several islands of existing camera systems. One of the goals of this project is to integrate all of our existing cameras into one system. There are multiple ways to integrate existing cameras; your proposal should outline what types of cameras and/or systems can and cannot be integrated and which integration method(s) you propose.

Q. Don't understand the need to synchronize playback.

A. Cameras have limited fields of vision. In order to view all perspectives of an event it may be helpful to look at several camera views of the same event, perhaps even at the same time. However, in order to accomplish that the cameras must be synchronized and the video management system must have the ability to playback several cameras in a synchronized manner. An example would be a rape in a park where 1 camera is focused on the restrooms and viewing only that camera would miss a lookout person sitting in a car in the parking lot. To piece the whole event together requires synchronized playback.

Q. Integrating video of other parties other than the police department. This means multiple integrations and is highly unlikely.

A. See statement #4 above. Your proposal should explain what is possible and make a recommendation.

Citywide Camera Surveillance System  
Addendum # 1

Q. Integration into the school's intercom system.

A. Several systems we know about integrate the ability for someone monitoring the cameras to turn on a speaker that is not a physical speaker but is the entire intercom system at a school. We have had preliminary meetings with our school districts and wanted to mention interest in that ability and to mention what we know about the schools intercom system. Tell us if your proposal would accommodate this ability or have any limitations.

Q. Record television stations.

A. Several systems we know about have found it desirable and helpful to be able to record TV station coverage of events that occurred in their City. We would like to have the ability to turn on this recording for several channels when TV coverage warrants it.

Q. It isn't mentioned in the RFP, so I am wondering what you may be looking for in the form of deliverables? Are you looking for engineering plans for the installation of the physical components of the system?

A. No we are not requiring engineering specifications in the proposals. The proposals should be at the level of detail necessary to communicate the vendor thoroughly knows the components of the system he is proposing and convinces the City that his proposal is responsive to our needs. For example, if we say we want to see 2 lanes of traffic, each way, at an intersection, then we would expect the proposal to specify how many of what type of cameras with what features are required and a discussion or diagram of how/where those cameras would be mounted. The proposal reviewers should be convinced that the specified view will be captured, that the video will get back to the VMS, and that any special features, like license plate reading or facial recognition, will actually work in that setting. Detailed engineering diagrams of each component would not be required to demonstrate a viable proposal.

Q. We are asking about after the contract has been awarded. Will plans be required for the actual installation of the components?

A. The City will want as-built documentation at a level of detail that allows us to troubleshoot a wide range of problems. We hesitate to use the term "engineering plan" because the level of detail could be construed to be quite onerous and that is not our intention.

# Parks & Facilities

PARK NUMBER	PARK NAME/LOCATION	Soccer Field	Softball / Baseball Field	Basketball Court	Volleyball Court	Tennis Courts	Multi-Use Athletic Field	Multi-Purpose Trail	Restrooms	Off-Street Parking	Snack Bar	Water Feature	Tot Lot	Banquet Facilities	Picnic Tables	Barbeques	Security Lighting	Horse Arena and Dog Park	Skate Park/Roller Hockey Rink	Fitness Equipment Stations
*	Moreno Valley Conference & Recreation Center 14075 Frederick St.																			
**	Senior Community Center, 25075 Fir Av.																			
***	TownGate Community Center, 13100 Arbor Park Lane																			
▲	Cottonwood Golf Center, 13671 Frederick St.																			
▲▲	March Field Park Community Center, 15325 5th St																			
1	Sunnymead Park, 12655 Perris Blvd.		4L																	
2	Moreno Valley Community Park 13380 Frederick St.	4L																		
3	John F. Kennedy Park, 15115 Indian St.		1L		4L															
4	Weston Park, 13170 Lasselle St.																			
5	Gateway Park, 23975 Manzanita Av.																			
6	Westbluff Park, 10750 Pigeon Pass Rd.																			
7	Woodland Park, 25705 Caclus Av.		1L		4L															
8	Morrison Park, 26667 Dracaea Av.		4L																	
9	Bethune Park, 16745 Kitching St.				2L															
10	Moreno Valley Equestrian Park & Nature Center 11150 Redlands Blvd. (includes Hound Town Dog Park)																			
11	Cottonwood Equestrian Staging Area 28590 Cottonwood Av.																			
12	Ridge Crest Park, 28506 John F. Kennedy Dr.																			
13	Falway Park, 27891 John F. Kennedy Dr.																			
14	Victoriano Park, 25730 Los Cabos Dr.																			
15	Pedrorena Park, 16009 Rancho Del Lago				4															
16	El Potrero Park, 16901 Lasselle St.																			
17	TownGate Memorial Park, 13051 Elsworth St.		1L																	
18	Bayside Park, 24435 Bay Av.																			
19	Adrienne Mitchell Memorial Park, 22631 Bay Av.				4L															
20	Shadow Mountain Park, 23239 Presidio Hills Dr.		2L																	
21	Hidden Springs Park-Phase I (Open Space) 9675 Hidden Springs Dr.																			
22	March Field Park and Valley Skate Park, 15415 6th St.		2L																	
23	Parque Amistad, 26160 Gentian Av.																			
24	College Park, 16130 Lasselle St.																			
25	Vista Lomas Park, 26700 Iris Av.																			
26	Celebration Park, 14965 Morgan Av.																			
27	Rock Ridge Park, 27119 Waterford Way																			
28	Rancho Verde Staging Area, 17484 Kentucky Derby Dr.																			
29	Patriot Park, 15310 Perris Blvd.																			
30	Cold Creek Trailhead, Nason and Dracaea																			
aa	Rancho Verde Park, Lasselle St. and Cremello																			
bb	Lasselle Sports Complex, 17155 Lasselle St.																			

To obtain a map of the City's multi-use trails and bikeways call 413.3702.

\* All parks and recreation facilities meet current ADA standards.

L = Lighted Athletic Field or Court

February 2012

PARK FACILITIES

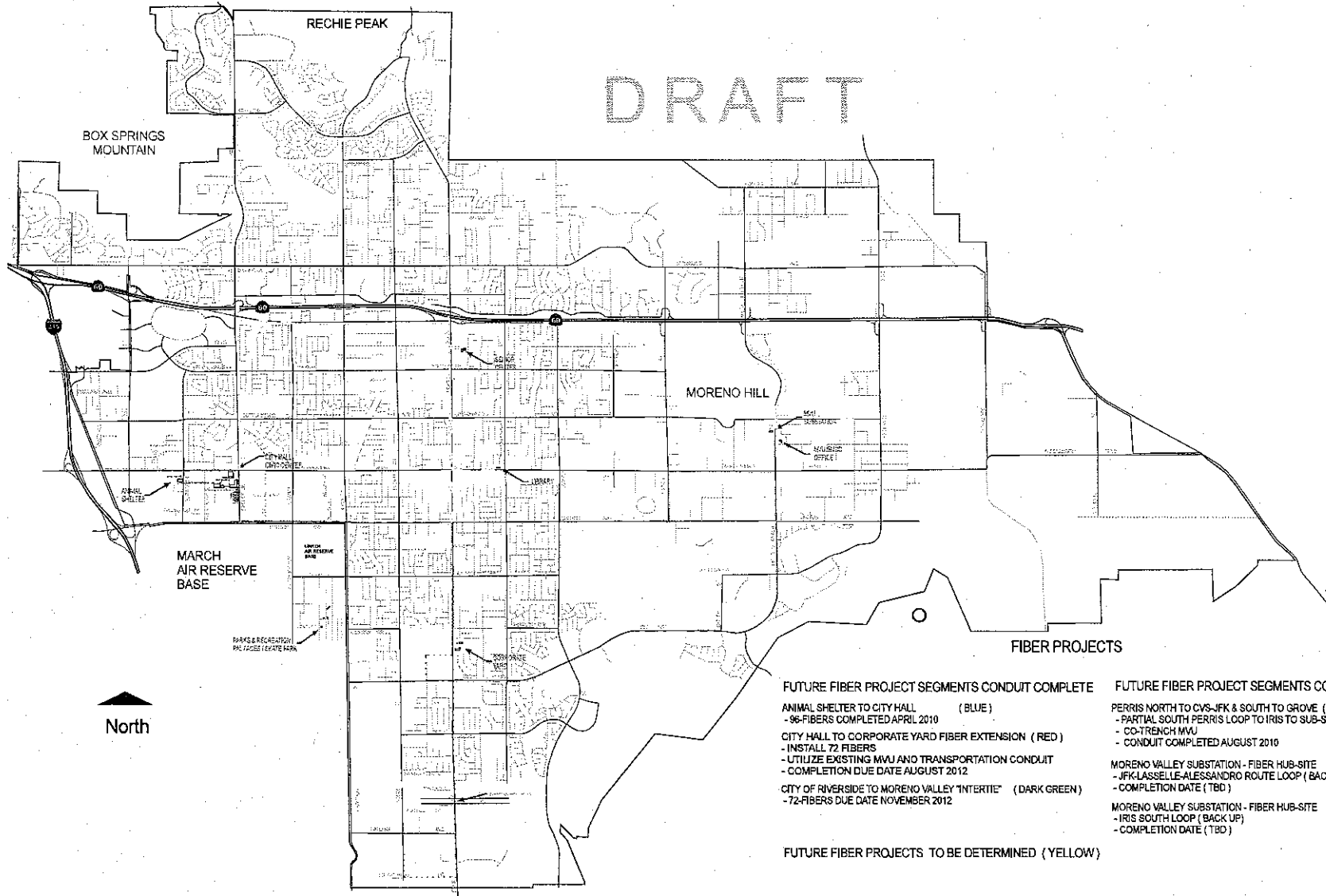


CITY MAINTAINED FACILITIES					
Name	Square Feet	Built	Occupied by City	Address	Comments
Animal Control	16,288	02/01/00	02/01/00	14041 Elsworth	Building & Grounds @ Bus Ctr Dr
Annex #1 1.02 acres	11,668	1989	12/01/06	14331 Frederick	Building & Grounds @ Calle San Juan
City Hall	57,626	1989	09/01/95	14177 Frederick	Building & Grounds @ Calle San Juan
Conference & Rec Ctr 6.3 acres	42,413	05/31/05	05/31/05	14075 Frederick	Building & Grounds @ Alessandro
City Yard, 18.16 acres	57,878	1964	1985	15670 Perris Blvd	Building & Grounds @ Santiago
Emergency Operations Center	8,492	09/10/10	09/10/10	22870 Calle San Juan De Los Lagos	Adjacent to PSB's parking lot
Fire Station #2 (Hemlock)	8,848	11/01/01	11/01/01	24935 Hemlock	Building & Grounds west of Perris
Fire Station #6 (TownGate)	9,490	06/17/96	06/17/96	22250 Eucalyptus	Building & Grounds @ Arbor Park
Fire Station #48 (Sunnymead)	4,754	1984	1984	10511 Village Rd	Building & Grounds @ Snnymd Rnch
Fire Station #58 (Auto Mall)	10,340	06/20/08	06/20/08	28040 Eucalyptus Ave	End of cul-de-sac @ Auto Mall
Fire Station #65 (JFK)	5,022	1984	1984	15111 Indian Ave	Building & Grounds @ JFK Park
Fire Station #91 (College Park)	8,848	06/25/05	06/25/05	16110 Lasselle	Building & Grounds n/o RCC
Fire Station #99 (Morrison)	10,348			13400 Morrison Avenue	Building & Grounds n/o Cottonwood
Library	15,000	1987	07/01/98	25480 Alessandro Blvd	Buildings & Grounds
March Field Park CC	14,524	1959	05/01/03	#938, 15325 5th St.	MARB, 5th & W St
March ASES CC	4,266	1942		#823, 15450 4th St	MARB, 4th & W St
March Fac Hobby Shop	2,000	1976	07/01/03	#941, 941 Short St	MARB 4th St & Short St
March Red Cross Bldg	2,400		Historical Site	#641 & #641A, Riverside Dr	MARB, Btwn N St & Short St
Pro Shop/MVTV Annex	9,060	1965	1984	13671 Frederick St	Buildings & Grounds
Public Safety Building 3.3 acres	45,900	06/09/99	06/09/99	22850 Calle San Juan De Los Lagos	Building & Grounds @ Veteran's Way
Rainbow Ridge Portable	1,920		01/01/00	15950 Indian	Modular building @ Iris
Red Maple Portable	1,920		08/04/04	25140 Red Maple Lane	Modular building east of Perris
Senior Center 1.75 acres	14,700	03/08/93	03/08/93	25075 Fir Ave	Building & Grounds east of Perris
Signs & Signal Shop	1,440			15670 Perris Blvd	Building & Grounds @ City Yard
Sunnymead Middle - ASES	960		01/01/99	12875 Heacock	Modular building n/o Eucalyptus
Sunnymead Elem - After-school	720		09/01/07	24050 Dracaea	Modular building @ Heacock
TownGate Community Center	4,000	10/11/03	10/11/03	13100 Arbor Park Ln	Building Only
Utility Field Office	2,000	1991	1991	28020 Bay Ave	Double-wide mobile home
Veteran's Memorial	7,988	06/07/07		Civic Center Roundabout	PSB, CH, CRC

Revised 1/19/12 FaList.xls

380,813

DRAFT



- FIBER PROJECTS**
- |   |   |
|---|---|
| <p><b>FUTURE FIBER PROJECT SEGMENTS CONDUIT COMPLETE</b></p> <ul style="list-style-type: none"> <li>ANIMAL SHELTER TO CITY HALL (BLUE)</li> <li>- 96-FIBERS COMPLETED APRIL 2010</li> <li>CITY HALL TO CORPORATE YARD FIBER EXTENSION (RED)</li> <li>- INSTALL 72 FIBERS</li> <li>- UTILIZE EXISTING MVU AND TRANSPORTATION CONDUIT</li> <li>- COMPLETION DUE DATE AUGUST 2012</li> <li>CITY OF RIVERSIDE TO MORENO VALLEY 'INTERITE' (DARK GREEN)</li> <li>- 72-FIBERS DUE DATE NOVEMBER 2012</li> </ul> | <p><b>FUTURE FIBER PROJECT SEGMENTS CONDUIT COMPLETE</b></p> <ul style="list-style-type: none"> <li>PERRIS NORTH TO CVS-JFK &amp; SOUTH TO GROVE (BLACK DOTTED LINE)</li> <li>- PARTIAL SOUTH PERRIS LOOP TO IRIS TO SUB-STATION (BACKUP)</li> <li>- CO-TRENCH MVU</li> <li>- CONDUIT COMPLETED AUGUST 2010</li> <li>MORENO VALLEY SUBSTATION - FIBER HUB-SITE (GREEN)</li> <li>- JFK-LASSELLE-ALESSANDRO ROUTE LOOP (BACKUP)</li> <li>- COMPLETION DATE (TBD)</li> <li>MORENO VALLEY SUBSTATION - FIBER HUB-SITE (MAGENTA)</li> <li>- IRIS SOUTH LOOP (BACKUP)</li> <li>- COMPLETION DATE (TBD)</li> </ul> |
|---|---|
- FUTURE FIBER PROJECTS TO BE DETERMINED (YELLOW)

**CITY OF MORENO VALLEY  
TECHNOLOGY SERVICES TELECOMMUNICATIONS  
FIBER OPTIC PROJECTS**

#  
F

City of Moreno Valley Pre-Bid Meeting  
RFP #TT 11/12-10 for Project #TS-CCSS 2012-02

4/11/2012  
Sign-In Sheet

<u>Name</u>	<u>Company</u>	<u>Email</u>
Tyler Sayles	American Security Group	tsayles@amergroup.com
Jeff Torok	AM-TEC Security	jeff@am-tecsecurity.com
Shawn Lovato	Apple Valley Communications Inc.	slovato@applevalleycommunications.com
Steve Senkle	Astrotech, LLC	ssenkle@astrotech.com
Mike Graham	Avrio-RMS Group	mgraham@avriormsgroup.com
Mark Jules	Avrio-RMS Group	mjules@ntlpsf.org; mjules@avriormsgroup.com
Tom Bozek	BEC	tbozek@becinc.net
Chad Gordon	Blue Violet Networks	cgordon@blueviolet.net
Ladd Nelson	Blue Violet Networks	ladd@blueviolet.net
Jasper Bruinzeel	CelPlan Technologies	jasper@celplan.com
Todd Byer	Climatec	toddb@climatec.com
Tom McDonnell	Communications Supply Corporation	tmcdonnell@gocsc.com
Sarah Rendich	Communications Supply Corporation	srendich@gocsc.com
Bret Hart	Com-Sec Incorporated	bhart@com-sec.net
Brian Sweet	Convergint Technologies	sweet@convergint.com
Alex Zepeda	Crosstown Electrical & Data, Inc.	alex@crosstowndata.com
Gordon Campbell	Cybertime Network Communications	gordon@cybertimenetwork.com
Ibraim De La Cobas	Datatel Wiring Products, Inc.	datateleb@yahoo.com
David Santana	HCI Systems Inc.	dsantana@hcisystems.net
Randall Dinger	ID Consulting Solutions LLC	rdinger@idconsol.com
Joe Rodeheaver	In the Light Electrical	joe@inthelightelectric.com
Craig Valgean	Kratos HBE	craig.valgean@kratos-hbe.com
Mark Schweitzer	LDM Engineering/Magestyk Comm	mschweitzer@ldmengineering.com
Doug Hicks	Leverage IS	dough@leverageis.com
Ray Leblond	Leverage IS	rayl@leverageis.com
Andrew Lee	Mainline Information Systems	andrew.lee@mainline.com
Chris Steele	MetroVideo Systems, Inc.	chris@metrovideosystems.com
Rob Clement	Motorola Solutions, Inc.	rob.clement@motorolasolutions.com
Les Corriea	Pacific Beach Tower Inc.	les@pbtower.com
Aaron Polk	PC Mall Services	aaron.polk@pcmallservices.com
Gregg Desilets	PC MallGov	gregg.desilets@pcmallgov.com
Yong Kim	PC MallGov	yongk@pcmallgov.com
Sharon Chambers-Feaster	Pechanga Technology Solutions Group	schambers@pechanga.com
Jose Escobedo	Pechanga Technology Solutions Group	jescobedo@ptsg.com
John desGarennnes	Pechanga Technology Solutions Group	jdesgarennnes@ptsg.com
Rich Dominguez	Pechanga Technology Solutions Group	rdominguez@ptsg.com
Michael Grimsley	Pechanga Technology Solutions Group	mgrimsley@ptsg.com
Mike Niknafs	ProTech Engineering Corporation	mike@protechengineeringcorp.com
Cindy Ford	Security Network Representatives	cindy@securitynetworkrep.com
Leigh Martin	Siemens Industry, Inc.	leigh.martin@siemens.com
Armen Martirosian	Siemens Industry, Inc.	armen.martirosian@siemens.com
William Crawford	SimplexGrinnell	wicrawford@simplexgrinnell.com
Mark Crabtree	Solectek	mcrabtree@solectek.com
Jim Hardie	Superior Alarm Systems	jim.hardie@sassecurity.com
Joe Durbin	Systems Integration Corp	
Joel Larambas	TESSCO	larambasj@tessco.com
Chad Martinell	Transportation & Energy Solutions, Inc.	cmartinell@trans-en.com
Jeff D'Errico	Universal Protection Security Systems	jeff.derrico@universalpro.com
Gary Goodhue	VCI Construction, Inc.	ggoodhue@vcicom.com
Michael Remily	Verizon Wireless	mike.remily@verizonwireless.com
George Barela	Verizon Wireless	george.barela@verizonwireless.com
Robert Rendon	Veterans Communication Services, Inc.	rrendon@vetcomm.com
Ryan Roybal	Volt Telecom Group	roybal@volt-telecom.com

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City of Moreno Valley Request RFP # TT 11/12-10  
Citywide Camera Surveillance System. Addendum # 6

The City strives to keep vendors responding to City needs current with all ancillary information to each specific RFQ/RFP or Bid. As such we will receive questions in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all question and answers.

1. What frequencies does the City have available for the project?

No frequencies have been set aside for this project since the City does not know if vendors will propose licensed or unlicensed spectrum.

2. Based on the current allocation of the 700 MHz "D" Block for public safety, can the project use this newly allocated space?

The City does not currently use the 700 MHz "D" block, nor the 4.9 GHz band, that has been set aside for Public Safety uses. Thus it is certainly a possibility to use those frequencies for this project; RFP responses should clearly indicate which frequencies are proposed and plans for any required approvals necessary to use those frequencies.

3. What is the City's standards or requirements for concealment for structures?

The City does not currently have standards for the concealment of structures that may be used for a project like this. If proposals include structures beyond camera housings, radio transmitters, or ground structures larger than 12"x12"x24" then the Public Works Department will want to review the plan for the structure. However, the City does expect discretion to be used in the placement of structures and attempts to blend w/ existing structures.

City of Moreno Valley RFP # TT 11/12-10  
Citywide Camera Surveillance System  
Addendum # 7

The City strives to keep vendors responding to City needs current with all ancillary information to each specific RFQ/RFP or Bid. As such we will receive questions in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all question and answers.

1. Will the selected vendor have the use of the city traffic control boxes at each traffic light location to place the wireless equipment in and use the power within the control box?

The City Traffic Division prefers that power be obtained by direct wiring into the existing duplex boxes on each traffic light pole. They also prefer that wireless equipment and cabling not be mixed with traffic related cabling, so wireless equipment should be in its own enclosure. It is acceptable to mount these enclosures on the traffic light pole.

2. Is there existing conduit from each traffic light location to the control box? If so what size conduit is there? We are assuming so...

Conduit between each traffic light and its control box does exist; however, the City's Traffic Division prefers that it not be used for purposes other than traffic. Refer to question 1 above to understand where power can be obtained and where wireless equipment should be located.

3. What types of existing cameras is the city currently using for their existing surveillance system at the EOC? What resolution are they?

The 7 existing cameras at the EOC are Sony DF80 (2 outdoors) & Sony SNCDS10 (5 indoors).

**Please note the question below was addressed in Addendum # 6 but we have added additional comments in green.**

Based on the current allocation of the 700 MHz "D" Block for public safety, can the project use this newly allocated space?

The City does not currently use the 700 MHz "D" block, nor the 4.9 GHz band, that has been set aside for Public Safety uses. Thus it is certainly a possibility to use those frequencies for this project; however, some City research into the "D" block indicates that its usage may not be fully settled by the FCC and that it is more likely to be used for audio and interoperability purposes rather than video. RFP responses should clearly indicate which frequencies are proposed and plans for any required approvals necessary to use those frequencies.

#8

City of Moreno Valley RFP # TT 11/12-10  
Citywide Camera Surveillance System  
Addendum # 8

The City strives to keep vendors responding to City needs current with all ancillary information to each specific RFQ/RFP or Bid. As such we will receive questions in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all questions and answers.

We have a few clarification questions as it relates to the RFP. In the pre-bid meeting addendum 1, a question is asked how many cameras are in the Police Department. The answer is 48 cameras; however, in addendum 7, it says there are 7 cameras in the EOC. My questions are:

1. Are the Police Department and the EOC the same building?  
No, they are two separate buildings, but they are next to each other.
2. If they are the same building, then can we get an accurate count on the number of cameras?  
See question 1.
3. If they are not the same building, then is the Police Department cameras part of the scope of work for this project?  
Yes, the PD has requested in the RFP for the proposals to include some kind of integration of those cameras into this system. The PD is open to any integration ideas. The PD ranks the priority of this integration on par with the Phase 2 locations.
4. If so, how long should the video be retained for?  
By state law, video of the interior & exterior PD building must be retained for 1 year. This is the only video in our system that we plan to retain that long.
5. Will recording of audio be a requirement for the Police Department? If so, how many cameras need audio recording capability and how long should audio be retained?  
Yes; 4 locations/cameras in the PD. 1 year.
6. If they are not the same building, then is the EOC cameras part of the scope of work for this project?  
Integrating the EOC cameras is a low priority for this project.
7. If so, how long should the video be retained for?  
We anticipate proposals will recommend keeping this video somewhere around 30 days.
8. Will recording of audio be a requirement for the EOC? If so, how many cameras need audio recording capability and how long should audio be retained?  
No.

Also in the pre-bid meeting addendum 1, there is a question regarding existing camera systems into the VMS. The answer says, "The City currently has several islands of existing camera systems. One of the goals of this project is to integrate all of our existing cameras into one system." My questions are:

9. How many "islands" are there?

- (1) 48 cameras in the PD building;
- (2) 7 cameras in the EOC (5 interior & 2 exterior);
- (3) 16 cameras throughout City Hall (12 interior & 4 exterior);
- (4) 20 cameras throughout the Community Recreation Center (13 interior & 7 exterior);
- (5) 4 cameras at the Moreno Valley Utility substation (all exterior cameras) at 13575 Moreno Beach Dr., Moreno Valley, CA 92555

Integrating the 48 PD cameras (number 1 above) is ranked on par with the Phase 2 locations, the remaining cameras (numbers 2-5 above) are a lower priority than other components in the RFP. However, we would like some ideas in the proposal for how they might be incorporated into a single system. For example, a proposal that is weak in this area will say that the cameras must be digital and from a narrow set of manufacturer models. A stronger proposal will say any ONVIF-compliant camera will have no problem being integrated. Other possible scenarios might include putting encoders on analog cameras and then integrating them. We are at least looking for what is possible.

10. Do these require wireless access as well or is there fiber at these "island" locations for network connectivity?

None of the existing cameras are wireless and none of them have fiber. They are all wired, some are Ethernet, the bulk of them are cabled directly back to a DVR.

11. How many cameras are at each "island" location and what is the video retention requirement?

See question 2; no more than 30 days.

12. Can you provide the existing manufacture models for the cameras at the island locations?

We have not surveyed all of these island locations for this detail of information.

13. Do the "island" locations require audio capability as well? If so, how long should audio be recorded?

No.

14. In the pre-bid meeting a hospital was mentioned as a possible site for equipment. I did not get the name and address of the hospital. Can you please provide?

There are 2 hospitals in the City:

Riverside County Regional Medical Center  
26520 Cactus Avenue  
Moreno Valley, CA 92555

Kaiser Permanente  
Moreno Valley Medical Center  
27300 Iris Ave.  
Moreno Valley, CA 92555

15. In the pre-bid meeting it was mentioned that you have 48 analog cameras throughout the PD that you would like to have included within this proposal. Question: If the order of importance is infrastructure, then phases 1, 1A, 2, 3, 3A and last: where would you rank the PD conversion and 366 days of storage?



Integration of the 48 cameras at the existing PD building rank in importance on par with the Phase 2 locations.

16. Clarification please: at locations labeled 80 through 85 it is stated that there is no power currently at these locations. Is it your intention to have the city provide power at these locations or is it the vendors' responsibility?

Power at these locations would be the responsibility of the vendor.

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City of Moreno Valley RFP # TT 11/12-10  
Citywide Camera Surveillance System  
Addendum # 9

The City strives to keep vendors responding to City needs current with all ancillary information to each specific RFQ/RFP or Bid. As such we will receive questions in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all questions and answers.

Can the City define the fiber splice locations on the path for the red and dark green fibers? Are these inside traffic cabinets at those intersections?

We are currently documenting the locations of the splice boxes along the red and dark green paths and recording them electronically; that process has not produced a map yet. Almost all splice boxes on those paths are dedicated to MV Telecommunications; however, if a wired communications link is necessary at an intersection it would be placed inside a traffic control box b/c that is where wired network switches will be located.

The first addendum explains good relations with MARB. It appears a water tower is on the premises of MARB, or at least very close. Can this water tower (just south of the EOC location) be used as possible mount location for wireless equipment?

Maybe; we do not know. We do have a good relationship with MARB and we have succeeded in installing microwave radios on the base. However, without knowing the details of your proposal (locations, frequencies, etc.) and without confirming that the structures are water towers, we do not know.

The first addendum explains that Sketchers is a possible candidate to mount wireless equipment. What is the address of this site?

29800 Eucalyptus Street  
Moreno Valley, CA 92555

Although radio towers on Box Springs Mountain are mentioned as possible mount location, it is also mentioned the site has "problems". Are the "problems" specific or unique, or similar in making agreements with other mount sites, such as Sketchers, Community Hospital, etc.? Are there things us vendors should be aware about?

The most salient problems are that the City currently leases space on those towers and there is no budget for additional devices on those towers; the City finds the tower company expensive and difficult to work with; and there have been numerous instances of destructive vandalism and copper theft at that site over the past 3 months.



# City of Moreno Valley, CA

## Citywide Camera Surveillance System

### RFP TT 11/12-10

May 8, 2012

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May 8, 2012

Avrio RMS Group (the “Proposer”) is pleased to submit the enclosed Proposal in response to the Request for Proposals RFP# TT 11/12-10, from City of Moreno Valley (the “City”) for its proposed Citywide Camera Surveillance System, Project #TS-CCSS 2012-02.

Avrio RMS Group is proposing a turnkey wireless citywide camera surveillance network which includes a mix of pan-tilt and zoom (PTZ) and fixed focus cameras running on a high-speed wireless network. This solution includes all equipment, installation, and training along with maintenance that meets the specifications and the majority of the proposed camera locations specified on City of Moreno Valley’s RFP #TT 11/12-10 project.

If you have any questions, Avrio RMS Group can be reached by phone (410) 310-3006 or at the address below.

The following individuals have authority to contract with the City of Moreno Valley:

Darrin Lipscomb  
 Avrio RMS Group  
 President  
 3 N. Harrison St., Suite 200  
 Easton, MD 21601  
 Office: (410) 820-9334  
 Fax: (410) 820-4304  
[dlipscomb@avriormsgroup.com](mailto:dlipscomb@avriormsgroup.com)

Bill Vranek  
 Avrio RMS Group  
 Chief Financial Officer  
 1359 Barclay Blvd.  
 Buffalo Grove, IL 60089  
 Office: (847) 463-2086  
 Fax: (847) 637-0443  
 Email: [bvraneke@avriormsgroup.com](mailto:bvraneke@avriormsgroup.com)

By \_\_\_\_\_

By \_\_\_\_\_

*The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.*

## 1. Executive Summary

Avrio RMS Group is the leading provider of citywide video surveillance systems in the United States – we deploy our solutions using pure wireless infrastructure or a combination of fiber and wireless where it makes the most economical approach or provides a more robust solution. All of our solutions use non-proprietary commercial off-the-shelf technologies and are highly robust and scalable. We augment our reach through local partnerships with electrical and installation firms – this is a proven approach and is backed up by our successful deployments and ongoing relationships with the customers for which we have deployed solutions. We have over 40 employees spread throughout the country with local field engineers for all of our major deployments. These highly skilled and focused engineers are the key reason for our continued success in this industry. Our main offices are in Chicago and Easton MD, with deployment facilities and additional resources in other major areas including Denver, Fresno and Austin.

Avrio RMS Group has dozens of subcontractors that provide engineering designs, electrical expertise and installation work and bring additional resources to the team including bucket trucks and specialized tools and additional facilities as needed. We typically operate in a prime/subcontractor relationship but always have a definitive agreement in place with fully vetted subcontractors to ensure quality delivery and on-going support for all of our systems.

Avrio RMS Group is a pioneer in crime fighting wireless video surveillance solutions, having deployed the first of its kind for the Chicago Police Department in 2003. In the last nine years, Avrio RMS Group has deployed similar systems for numerous governmental entities around the country and in the Caribbean and learned what technologies work to help reduce crime, provide for increased safety for residents and responders and secure critical infrastructure.

Our portfolio includes network digital video recording and playback, content analysis and video intelligence, wireless and mobile surveillance, systems integration and turnkey surveillance solutions for the municipal and federal government markets. Collectively, we offer turnkey solutions that address complex integrations of disparate systems with the goal of improving response times and situational awareness for the public safety market. We have internally developed and successfully deployed into production the best in class visualization and sensor integration engine on the market today.

Avrio Group has achieved many firsts including:

1. First citywide video over wireless-mesh deployment
2. First IP-Surveillance deployment at Customs and Border Protection.
3. Deployment of the largest wireless camera integration project in the nation with over 900 cameras in Chicago
4. Deployed the largest video interoperability system in the country in Hennepin County, Minnesota with almost 5000 cameras across several municipalities.



5. First to deploy cloud computing/serverless storage with over 100TB of usable storage.

**Organizational History**

In 2003, Avrio RMS Group designed and built the first Portable Overt Digital Surveillance System (PODSS®) for the Chicago Police Department (“CPD”). The first system included a bullet resistant enclosure (UL Level 1), overt flashing blue light bar, a Pan Tilt Zoom camera and internal recording capability.

Subsequently, we built out a wireless video network covering approximately 200 square miles. This CPD network, the largest of its kind in the U.S., is a hybrid of many technologies.

Where there have been towers or taller structures (buildings, water towers, etc.) available, we have built out a wireless network that is controlled by the CPD and then connected to available fiber.

Where wireless was not available but access to private cable was, cameras have been connected using the cable infrastructure.

Where cable and wireless may not have been an option or very rapid mobile deployments are required, we have deployed cameras using cellular (Verizon, Sprint) 3G connectivity.

Municipalities that have engaged Avrio RMS Group include, among others:

Chicago	Denver
St. Paul	Rochester
Buffalo	Orlando
Indianapolis	Phoenix
Pittsburgh	Cincinnati
Washington D.C.	County of Fresno
Duluth	Austin
Charleston	Port Authority of Pittsburgh
Cayman Islands	City of Wilmington, DE
City of Paterson, NJ	North Little Rock, AR

**Record of Performance**

Avrio RMS Group has deployed more municipal wireless video surveillance systems throughout the country than any of our competitors. We are fully focused on this industry and do not engage in other activities which would take us away from this focus. We believe this is the reason we have been successful.

**Company client profile**

The following is a small sample of some of the solutions we have provided:

**Local and State Government**

Provided dozens of major U.S. cities with wireless video surveillance systems in support of public safety and port security initiatives. Systems included wireless mesh, point to point and microwave technologies as well as IP and analog camera systems with IP-based head-end equipment for a turnkey approach. Avrio RMS Group currently supports these systems on a national basis through a call center located in Chicago.

**U.S. Customs and Border Protection**

Modernized border patrol remote video surveillance system sites across the southern and northern borders of the United States. Tasks include Remote Video Surveillance (RVS) site microwave path realignment and project completion as well as modernization of head-end and command and control room equipment to convert analog video to IP.

**Federal Civilian Agencies**

Converted aging analog CCTV systems including hardware matrix switcher to 100% software solution. Leveraged existing analog cameras and provided new IP cameras in areas that required higher resolution and frame rates.

**DoD**

Provided U.S. Army bases with in-vehicle license plate recognition systems including software, camera, cabling, Toughbook docking stations and electronics.

## 2. Summary Proposal Submission Form

TO City of Moreno Valley  
Purchasing Division  
PO Box 88005  
Moreno Valley, CA 92552-0805

Dated: May 8, 2012

The undersigned declares that he or she has carefully examined Project # TS-CCSS 2012-02 accompanying the Request for Proposals, and is thoroughly familiar with the contents thereof; and is authorized to represent the proposing firm; and proposes to provide:

Proposal Item: Citywide Camera Surveillance System

Firm Name Avrio RMS Group  
Address 3 North Harrison Street, Suite 100  
Easton, MD 21601

Signature \_\_\_\_\_

Phone No: \_\_\_\_\_

### 3. Statement of Proposer's Qualifications and References

#### 3.1 Financial Ability to Undertake the Services Described

Avrio RMS Group has the financial strength to successfully complete a project of this size and much greater. Included in our past performance are many projects larger in size and scope. We have been delivering on projects in this space for over 10 years with individual projects ranging from \$.5 million to over \$7 million in a given year.

Avrio RMS Group was profitable in 2011 on revenues of \$13 million, which resulted in a net worth of \$13.2 million at 12/31/2011. In addition to the financials, Avrio RMS Group has in place the financial structure to support large projects including a \$3 million line of credit for working capital as well as \$10 million in bonding capacity.

Additional disclosure of financial information is attached as Appendix \*\*.

#### 3.2 Experience Providing the Services Described.

Table 1, below, lists our experience in providing the type of work included within the scope of work of this Request for Proposals.

Actual Years' Experience	Name of firm(s) under which services were performed
10	AVRIO GROUP and RMS TECHNOLOGY SOLUTIONS
	These two firms merged in 2008 to form Avrio RMS Group

List and describe fully the last two contracts performed by your firm that demonstrate your ability to complete the work included within the scope of work of the RFP. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your qualifications.

#### 3.3 Reference No. 1

Customer	Name: County of Fresno, CA		
Contact Individual	Captain Rick Hill	Phone Number:	(559) 488-2913
Contract Amount	\$1.2 Million	Year:	2011-2012
Description of work done	Avrio RMS Group installed a high-speed wireless backbone across the county in addition to 35 new IP cameras and integration to an existing 18 cameras.		

### 3.4 Reference No. 2

Customer	Name: City of Pittsburgh		
Contact Individual	Gwen Moorer	Phone Number	(412) 255-2653
Contract Amount	\$4.5 Million	Year:	2009-2012
Description of work done	Avrio RMS Group deployed a unified citywide video management system starting with the G20 Summit in 2009 and culminating with more than 250 cameras running over a wireless network including license plate recognition, mobile cameras for river rescue boats and integration of existing private and public cameras throughout the city.		

### 3.5 Reference No. 3

Customer	Name: City of Denver		
Contact Individual	Lt. Ernie Martinez	Phone Number:	(720) 913-6856
Contract Amount	\$2.5 Million	Year:	2008-2012
Description of work done	Avrio RMS Group deployed a wireless mesh and point-to-point backhaul to support a citywide video surveillance system. The system was deployed ahead of the 2008 DNC and subsequent phases brought the camera count to over 125 cameras across the city.		

### 3.6 Qualifications and References Signature

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_

I am the President of Avrio RMS Group, the Proposer herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are herein stated upon my information or belief, and as to those matters I believe to be true.

Executed on May 8<sup>th</sup>, 2012

at

3 N. Harrison St, Easton MD

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(place)

I declare, under penalty of perjury, that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Proposer

## 4. Scope of Work

Avrio RMS Group is proposing a turnkey wireless citywide camera surveillance network which includes a mixed of pan-tilt and zoom (PTZ) and fixed focus cameras running on a high-speed wireless network. This solution includes all equipment, installation, and training along with maintenance that meets the specifications and many of the proposed camera locations specified on City of Moreno Valley's RFP #TT 11/12-10 project.

The approach Avrio RMS Group is recommending leverages the Fluidmesh MITO Series Radios with the performance of high-speed backhaul radios from Redline, and the capacity of high-speed licensed and unlicensed microwave backhaul radios from BridgeWave. In addition, we are recommending a high-end video management solution composed of highly scalable enterprise class servers running ONSSI's Ocularis video management software. Avrio RMS Group has deployed this solution or very similar configurations in cities across the country including the City of Buffalo, the City of Bayonne, the City of Pittsburgh and County of Fresno. The focus of Avrio RMS Group's design for the City of Moreno Valley resides in achieving high-speed connectivity to ALL locations via a mixed of wireless and fiber connected camera enclosures while providing the City with connectivity to these and many other locations via the City's future fiber backbone.

### 4.1 Infrastructure Component Descriptions

This section describes the essential features of the major hardware and software components of the system.

#### Avrio PoleCam

Three different PoleCam enclosure configurations are proposed for this project. Table 1 identifies the types of PTZ and Fixed camera configurations used at each location per phase. You will also note the types of quantities of the three portable "camera system" included as part of the proposal. These enclosures will be configured with one Axis Q6032-E PTZ camera, and one or two Axis P1347-E Megapixel (MP) Fixed Camera according to the location requirements.

Each PoleCam incorporates the switching and radio electronics with the Axis IP video cameras, the system is ideal for outdoor video surveillance applications. Designed for rapid deployment, the PoleCams houses the rugged switching fabric and power over Ethernet (PoE) devices for both the fiber and wireless radio connectivity. The diagram below illustrates the configuration for the one PTZ camera and the 2 Fixed cameras proposed for the City of Moreno Valley. This is the integrated unit that is currently installed and operational in many cities throughout around the country.

The Avrio PoleCam is part of the overall PODSS (Portable Outdoor Digital Surveillance System) approach and is an integrated enclosure, camera, and wireless system complete in one package. The all-aluminum enclosure is weather proof, lockable, and NEMA 3R rated. The PoleCam protects and conceals its cabling and equipment, which includes:

- Power over Ethernet power supplies for the cameras, radios and other peripherals

- An exhaust fan for heat removal behind an aluminum screen and louvers and covered to prevent salt water aerosols from entering
- An AC surge arrestor and AC line noise filter to protect equipment is in front of the power outlet
- A hardened DIN rails switch with up to eight Gigabit Ethernet powers and up to four SFP slots for single or multimode fiber. Spare Ethernet ports allow for the addition of more cameras and network appliances as well as an Ethernet service port
- An on/off switch is also under the lid enabling power to be removed from all the equipment for servicing

With the utilization of the PoleCam, Avrio RMS allows for future expansion within the enclosure for locations that might require options such as;

- Ruggedized mini-computer for local recording and storage
- A high power Wi-Fi AP with WPA2 encrypted and optional WiMax capability for mobile applications, for connected Portable cameras to the network, for police connectivity from a patrol vehicle, or for access for maintenance purposes
- 3G/4-LTE Mobile modem access
- Gunshot detection smart sensor systems
- License plate recognition (LPR) cameras or other fixed or PTZ cameras

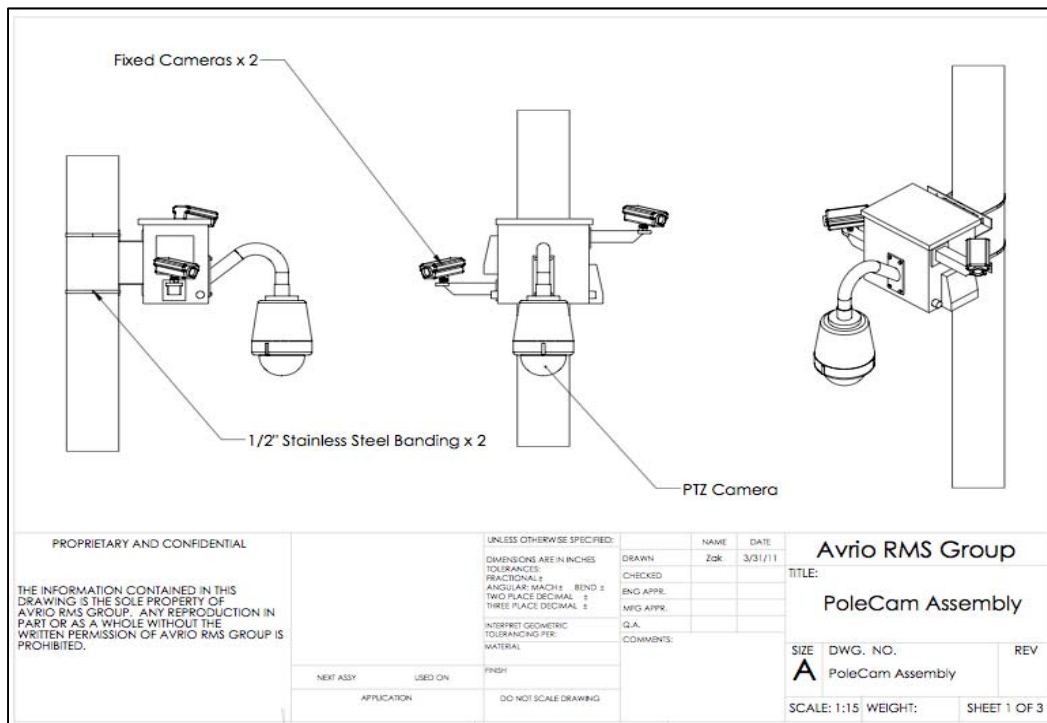











Figure 1: Avrio PoleCam



	Enclosure Configurations		
Location	One PTZ plus (2) Fixed PoleCam	(2) Fixed Cameras PoleCam	One Fixed Camera PoleCam
PHASE 1			
PHASE 1a			
PHASE 2			
LATER PHASES			
Green			
Purple			
Grey			
Portable Units	1	1	1

**Table 1: PoleCam enclosure configurations proposed by Avrio RMS for this project**

PTZ Camera - Axis Q6032-E

For the PTZ camera role, we propose the Axis Q6032-E PTZ network dome camera. This camera employs the H.264 codec with zoom capabilities of 35X optical and 12X optical. License plates can be read from a distance of 160m (525ft) and can distinguish make, color, and number of people in a vehicle passing through the view of the camera. This camera has a fast and precise pan/tilt response with tilt capabilities that extend 20° above the horizon for a total tilt range of 220°. This range in tilt enables better views, especially over uneven terrain and street level conditions.



The Axis Q6032-E PTZ camera’s low light performance makes this camera an excellent choice for citywide surveillance.

### Key Features

- 35x optical zoom and 12x digital zoom
- 128X wide dynamic range
- D1 video quality resolution
- H.264 encoding for efficient use of bandwidth and storage
- 30/25 fps (60/50Hz) in all resolutions
- 220 degree tilt (20 degree above horizon) with 360° endless panning
- Operating Temperature: -40° F to 122° F
- Private Masking capabilities
- Outdoor ready

### Fixed HDTV MP Camera – Axis P1347-E

For the Fixed camera, we propose the Axis P1347-E HDTV Megapixel (MP) camera. Every PoleCam configuration includes up to two of these cameras based on the specified area of coverage. This top-of-the-line, 5 Megapixel (MP) outdoor-ready network cameras performs at HDTV resolutions of 1080p. Its precise iris control and H.264 code compression is highly suitable for citywide surveillance where a large coverage area requires extreme detail identification of objects, persons, and vehicles. Its 1/2.5” camera image sensor is capable of covering a four lane intersection while providing all the details needed from each lane of traffic on its view.



This camera can also deliver 3 MP and 2 MP 4:3 (1600x1200) frames at up to 30 frames per second (FPS) plus support for Motion JPEG.

### Key Features

- 3.5 - 10 mm day/night Varifocal lens
- 5 MP resolution HDTV 1080p (2560x1920) resolution
- H.264 encoding for efficient use of bandwidth and storage
- Operating Temperature: -22° F to 122° F
- Outdoor ready
- Two-way full-duplex audio support
- ONVIF compliant to ease integration with a wide range of video management system

### Fluidmesh 1100 MITO Series Radios – Access Radios

The Fluidmesh MITO Series radios are tri-band wireless Ethernet that offer a unique 2x2 MIMO solution with Ethernet capacities of up to 100Mbps via software plug-in. These radios can operate in the 4.9 GHz and in the 5.1-5.8 GHz with modulations of up to 300 Mbps. These small form factor radios offer integrated directional antennas which do not require the need for coaxial cables, lightning arrestors, and grounding for each radio. Not having to install external antennas at every location is a big advantage for the City as it can easily convert a wireless Fluidmesh location to a fiber location within minutes and relocate these resources at other locations with ease.



The Fluidmesh radios employ a high performance ‘intelligent’ transmission protocol that overcomes the limitations of standard license-free protocols of other products while delivering a higher level of reliability for data, video and voice.

These radios can be configured in either a mesh ring – loop, point to multipoint configuration (PMP), or point-to-point (PTP) configuration. Point-to-point topology and point-to-multipoint configurations will be used throughout the City PoleCam locations to achieve the highest bandwidth possible for current and future camera requirements all areas.

Several street backhaul locations, depicted in the design by **YELLOW** dots, will utilize these radios configured back-to-back as PTP as to extend or redirect the RF signal from one PoleCam or node location to the next. Various rooftop mounted installations will also include the deployment of these small form factor radios to provide client (PoleCam) radio connectivity.

#### Key Features

- Tri-band Operation:
  - 5.15-5.25 and 5.725-5.825 GHz (US, FCC)
  - 5.470 – 5.725 (Europe, ETSI)
  - 4.940 – 4.990 GHz (US, FCC)
- Modulation: OFDM (BPSK, QPSK, 16-QAM, 64-QAM (up to 300 Mbps)
- Antenna Beamwidth: 43°(H-pol), 41°(V-pol), 15°(Elevation)
- Power Consumption: 8W (passive PoE 15VDC)
- Ethernet Capacity up to 100Mbps via software plug-in
- Wind Survivability: 120 mph

## Redline Backhaul Radios

The Redline Series of backhaul radios offer the highest speed radios with the lowest low latency characteristics of any radio in their class. Redline radios were built with video surveillance in mind offering excellent capacity, multicast support, wire speed processing power, metadata prioritization, and plenty of buffers to cache burst video frames. Three types of Redline backhaul radios will be used in this project and will serve as the high-speed radios for this project. Their selection per location is based on the distance and capacity requirements at each location.

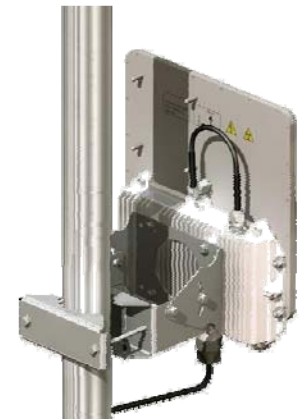
Avrio RMS Group will perform a spectrum analysis at each high-speed radio backhaul to determine the frequency range requirements for each location prior to deployment.

### Redline AN-80i

The Redline AN-80i delivers up to 90 Mbps of Ethernet data rate in the PTP configuration and 48 Mbps in the PMP configuration, which is the highest in its class. These radios offers the best The AN-80i can process video packets at over 176,000 PPS (packets/sec) with a latency of less than 3ms when configured as PMP, and less when configured as PTP. A lower latency value improves the video analytics (i.e., LPR, gunshot detection, etc) and a fast and smooth PTZ response.

#### Key Features

- Low latency: <3ms
- Range of frequencies:
  - 4.9 – 5.8 GHz
  - 3.3 – 3.8 GHz (3.65 GHz FCC)
- Ethernet Data Rate: up to 90 Mbps at PTP; up to 48 Mbps at PMP
- Antenna Beamwidth: 43°(H-pol), 41°(V-pol), 15°(Elevation)
- Processing Speed: 176,000 PPS (packets/sec)
- Operating Temperature: -40° F to 140° F



### Redline RDL-2000

The RDL-2000 PTP broadband radio supports up to 200 Mbps wireless data rate with 2 x 2 MIMO for wire-speed Full Duplex 100Base-T. Its low end-to-end-latency of less than 2ms and adaptive modulation and coding makes this radio the perfect choice for the middle-mile locations where the highest capacity expansion is a must. Several of these radios will be used to aggregate various access links to the core uplink radio location.



### BridgeWave BW80 Microwave Core Radio

Included in this proposal is one BW80 high-speed 80GHz microwave licensed radio link with an initial capacity of 125 Mbps. This radio operate at full-rate, full-duplex and can be upgraded in steps to up to 1000 Mbps via software keys as budget and additional requirements allow. This carrier-grade radio link provides up to 99.999% availability over a highly secure narrow beamwidth antennas. These narrow beam (<2 degrees) allows these radios to be co-located without interference with other radios. Avrio RMS has deployed this radio in many cities around the country with excellent results.



## 4.2 Wireless Network Design

The core citywide camera network backbone design proposed for the City of Moreno Valley takes into consideration the existing city fiber backbone and a future conversion from a wireless core to fiber. Our design, as depicted by the drawings in Appendix A, demonstrates the feasibility of connecting to every camera in every phase of the project today wirelessly while interfacing to several fiber POP (point-of-presence) possible splice locations on the **RED** and **DARK GREEN** fiber paths. The proposed design is composed of various wireless and wired networks interconnected at several strategic locations throughout the city to form a highly scalable and resilient citywide camera network capable of supporting and expanding into almost every corner of the city.

Avrio RMS identified three possible Fiber POP locations that can be used as uplink to the city camera network. These locations and the cameras it will serve are depicted in table 2 below.

Fiber POP Location	Address	Fiber	Camera Locations Served
City Yard	15670 Perris Blvd	RED	19, 36, 42, 43, and 44
Cactus Ave & Perris Blvd (Street Level)	Intersection	RED	15, 22, 25, 41, 46, 48, 50, 51, 54, 60, 61, 83, and 84
Location 65 (Street Level)	Alessandro Blvd and & Moreno Beach Dr. Intersection	DARK GREEN	20, 21, 23, 26, 55, 63, 65, 66, 73, and cameras at Park locations 32, 33, and 34

**Table 2: Fiber POP locations proposed by Avrio RMS for this project**

Table 3 below identifies the proposed building locations where wireless radio equipment is to be rooftop mounted if approved. The list of equipment to be installed at each of these locations is also identified in table 3 below and the affected phase locations.

Building Name	Address	Equipment to Install	Affect Phases
City Yard	15670 Perris Blvd	(1)AN-80i radio, (1)FM-1100 radio	1, 1a, 2
Waste Management Co.	17700 Indian St	(4) FM-1100 radios	1a, 2
Fire Station #58 (Auto Mall)	28040 Eucalyptus Ave	(1)AN-80i radio, (2)FM-1100 radios	1a, LP-Gray
Rancho Verde High School	17750 Lasselle St	(2)FM-1100 radios	2
City Water Reservoir	East Moreno Valley	(1)RDL-2000 radio, (1)AN-80i radio, (1) FM-1100 radio	1, 1a, LP-Green, LP-Purple, LP-Gray
Fire Station #6 (Town Gate)	22250 Eucalyptus Ave	(1)FlexPort23 $\mu$ wave radio, (2) FM-1100 radios	1, 1b, 2
Fire Station #2 (Hemlock) New Monopole Tower	24935 Hemlock Ave	(1)FlexPort23 $\mu$ wave radio, (3)RDL-2000 radios, (3)FM-1100 radios	All Phases
Sketchers Factory	29800 Eucalyptus St	(1)AN-80i radio, (2)FM-1100 radios	1b, LP-Gray
The Festival Shopping Ctr	Hemlock Ave	(2)FM-1100 radios	1, 2
Riverside County	26520 Cactus Ave	(1)BW80 $\mu$ wave radio,	1, 2,

Building Name	Address	Equipment to Install	Affect Phases
Regional Medical Center		(1)AN-80i radio, (3)FM-1100 radios	LP-Green
Kaiser Permanente Moreno Valley Medical Ctr	27300 Iris Ave	(2)FM-1100 radios	1
Moreno Valley College	16130 Lasselle St	(1)AN-80i radio, (3)FM-1100 radios	1, 2
Emergency Operations Center	22870 Calle San Juan De Los Lagos	(1)FlexPort23 $\mu$ wave radio, (1)AN-80i radio	All phases

**Table 3: Wireless Backhaul building locations proposed by Avrio RMS for this project.**

In addition, several street pole level backhaul locations are proposed to facilitate connectivity between two distant radio nodes or between non line of sight locations. Table 4 below identifies these locations.

Backhaul Location	Intersection	Equipment to Install	Connects Locations
Iris Ave & Los Cabos Dr	South East corner	(2)FM-1100 radios	20 and Park cameras 24
Alessandro Blvd & Pepper St	South East corner	(2)FM-1100 radios	17 to BH to 14
Alessandro Blvd & Courage St.	North West corner	(2)FM-1100 radios	14 to 85 and BH to 17
Veteran's Memorial Park Light Pole (Cell-site)	Park North West corner	(2)FM-1100 radios	15 and 25
Heacock St (South of Meyer Dr)	East side	(2)FM-1100 radios	25 and 84
Perris Blvd & Filaree Ave	South West corner	(2)FM-1100 radios	15 and 83
Hemlock Ave & Kitching St	South West corner	(2) FM-1100 radios	74 and 75

**Table 4: Street Pole Wireless Backhaul locations proposed by Avrio RMS for this project**



#### 4.2.1 Core Wireless Network

The proposed wireless core is composed of three BridgeWave FlexPort23 microwave links and two BridgeWave BW90 microwave links. Please refer to Appendix A for the diagram of the Core High Speed Network proposed. Connectivity from one of the towers in the Box Springs antenna site to the city core locations below include the deployment of one BridgeWave FlexPort microwave link to each of the following three sites;

- Emergency Operations Center (EOC) building rooftop
- Fire Station #2 new 40' Monopole
- Fire Station #6 rooftop

An aggregate of 294 Mbps is calculated for the link between the Box Springs Tower (BST) and Fire Station #2. An aggregate of 57 Mbps is calculated between the BST and Fire Station #6, and an aggregate comprised of all the uplink camera traffic from the city camera network calculates to over 350 Mbps between the BST and the EOC core location.

Connectivity between the Fire Station #2 monopole and the East Valley Water Reservoir will be achieved with the use of a BridgeWave BW80 microwave radio link. The aggregate capacity for this link is 63 Mbps. Another BW90 link will be used to extend the city Fiber backbone from Phase 2 location 65 to the rooftop of the Riverside County Hospital.

Avrio RMS is including all conduit rooftop and tower copper/Fiber Ethernet cabling to connect the camera wireless and wired networks for all rooftops and street level locations. Connectivity at the EOC includes Ethernet extension to nearest IDF communications closet.

#### Core Option B – Box Springs Tower Bypass

Depicted in the Core High Speed Network diagram are two **LIGHT PURPLE** dashed lines that indicate a possible core network design that does not require connectivity to any tower on the Box Springs Mountain. This option will require installing an additional monopole around the EOC / City Hall complex as well as a self-supporting antenna mast at Fire Station #6. This approach provides no wireless path for all locations on the North Valley. An option for the North Valley cameras following this approach may consist on 3G/4G equipped PoleCams. These will not be running at the required 15-30 FPS. This approach is not quoted as part of this proposal but is a viable option if the City cannot facilitate a lease at a Box Springs tower that can achieve a microwave line-of-sight to the core city sites defined on the section above.

#### 4.2.2 Backhaul Wireless Connectivity

The proposed backhaul wireless network, as defined by the drawings on Appendix A, depicts how all wireless connectivity is achieved for all cameras on all phases of the project. As part of this proposal, Avrio RMS is including all links depicted in **YELLOW**, **ORANGE**, and **BLUE** dashed lines which includes all Phase 1, Phase 1a, and Phase 2 locations. Later phases, depicted by **GRAY** color dashed lines indicate that the downlink node(s) (client nodes away from the core) are not included in this phase of the project and have not been budgeted as part of this proposal response. Nevertheless, almost all rooftop and street backhaul locations included as part

will serve to connect to these camera locations in the future. Please refer to Tables 2, 3, and 4 for the correlation of the camera locations included with their uplink site and backhaul connectivity.

As depicted, our design is split in 8 sections of the City. Table 5 below identifies the total locations per Phase and the corresponding equipment included as part of this proposal.

Networks	Total Locations Included			Radio Equipment Included				Parks Loc
	Phase 1	Phase 1a	Phase 2	BW80	RDL-2000	AN-80i	FM-1100	
North Valley	3		2				12	29
South	1	1	3			2	10	
East Valley	2	1				2	6	38
West	1	1	2			1	9	
North Center	10	1	6		4		29	31
South East	4		4	(1) Link		2	21	32, 33, 34
Center	3		8		2		22	
West Center	3		1		1		13	30

**Table 5: Street Pole Wireless Backhaul locations proposed by Avrio RMS for this project**

Appendix B depicts the locations recommended by Avrio RMS Group for PoleCam and radio(s) installations at each proposed intersection. The intersection locations were determined based on the coverage specific requirements for each intersection and the availability of a street pole light at each corner as surveyed by Avrio RMS engineers.

#### 4.2.3 City Park Networks

Avrio RMS Group is including all park locations specified on this RFP as part of our proposal. A total of 17 PoleCams equating to 41 cameras and 25 wireless radios are included in this proposal in support of the parks. Proposed locations within each park are depicted in Appendix C. The PoleCam locations proposed provide coverage to restrooms, playgrounds, and parking areas as identified by the City in the RFP. Table 5 above identifies the diagram which includes each park's connectivity up to the core. The FM-1100 FluidMesh radios are used to interconnect all of the PoleCams locations used for all parks wireless nodes

Support for full-duplex two-way audio, although not included as part of this proposal, is supported by the Axis P1347-E and has been deployed by Avrio RMS around the country. Avrio RMS has had success with the use of Sony SCA-S30 outdoor speakers and can be easily attached to any PoleCam system at any camera location.

### 4.3 Video Management System

**Ocularis**, the IP video surveillance system of ONSSI, is a distributed, video-centric, security software platform that offers central event, user rights, video distribution and systems management. The proposed video management solution includes the base license and support for Ocularis and licenses for all the cameras included in this proposal. ONSSI can be scalable for an unlimited number of cameras and can access video recordings from multiple servers, multiple sites, and video from cameras at schools, banks, businesses, and other City departments. ONSSI supports all leading manufacturers' camera devices (over 900) and every analog camera on the market via the use of analog encoders. An unlimited number of clients are provided and includes map navigation with active camera previews and "drill" down across map layers for video viewing. In addition, the proposed ONSSI version includes shared event handling of events among multiple operators, integration to analytics, and automated push-video alerting, within others. Alerts can be configured to trigger alarms, send notifications to users, and activate outputs for video and audio alarms. Synchronized playback is an inherent feature of ONSSI and facilitates the viewing of live or recorded video simultaneously on the same timescale. ONSSI supports the video wall functionalities for one or more command and control centers which allow EOC backup centers to manage the same video smoothly under a disaster event. With ONSSI, an administrator has the ability to setup users, groups and roles that restrict user access to camera feeds, PTZ controls, etc. All user functions including access, controls, etc, are logged in ONSSI. The VMS system logs all operations. No additional licenses are required for user/client access to the system.

ONSSI provides an open-architecture with non-proprietary technology and has been designed to integrate via integration tools including Data Link Integration events, API commands, Contact Closure and more. A Software Development Kit (SDK) is available to enable integration of 3<sup>rd</sup> party components via APIs for integration to Kimley-Horn & Associates suite of products.

Although no audio capabilities were added as part of this proposal, Ocularis supports two way audio (from camera/IP device-connected microphones and to camera/IP device-connected PA system) such as the "Bogen" outdoor PA system. Audio from cameras is recorded and included in export of evidence. Audio is enabled in both live and playback mode and can be switched on and off from a menu list. Users may choose to include audio in the bookmarked video on a per camera basis and be exported as evidence.

ONSSI can also store and synchronize audio and video from any TV station broadcast when the necessary tuner and demodulators connect their signals to video encoders. Due to budgetary reasons, this portion of the RFP is not included in this proposal.

Avrio RMS Group has developed and deployed SensorScene™, Avrio RMS' internally developed middleware software which allows "sensors" and alarms to integrate and interface with many CAD systems. Such integration includes acknowledgements by the CAD system to alarms generated by external systems (e.g. gunshot detection, radiation detection, email) with the ability to accept a CAD record with a link to the preserved video from the Ocularis platform.

This proposal includes a total of **216** ONSSI camera licenses and their support which covers all the cameras included in this proposal.

### **Servers and System Management**

Avrio RMS Group is proposing **five** Pivot3 12TB (terabyte) high-definition servers and storage appliances with expansion capabilities for additional servers and storage with self-healing failover capabilities. The system will run Windows Server 2003 64-bit and host the ONSSI Ocularis video management platform. These servers are rack-mounted and will be installed at EOC's preferred location.

Avrio RMS Group engineers will work with the City's IT Department to configure the VMS for network operation over the City's LAN.

### **Community Room Public Viewing Station**

Avrio RMS Group is including one Dell Workstation running the Ocularis client with a software-based "kill" button that will disconnect the user from viewing the video immediately after the button is pressed.

One Axis M3114-R HDTV (high definition) rugged fixed dome is included and will be installed in the monitoring room to facilitate the view of events within that area. This camera has a 2mm wide lens with a resolution of 1MP (1280x800) and can stream at 30 fps full rate in H.264 compression. This camera will be powered via PoE.



## **4.4 Project Management and Communication**

Throughout the project Avrio RMS Group will provide a project manager as a single point of contact that will facilitate communication between internal resources and with the City's designated engagement consultant. The project manager will provide weekly, or as needed, written status reports and conference calls to discuss the project's progress. Additionally, the project manager will be responsible for managing documentation flow during the project ensuring that the designated personnel are working with the correct documentation at all times and will assign a designee to be available to attend the Community Advisory Meetings at the police department.

### **TESTING (INSTALLATION, USER ACCEPTANCE TESTING, AND PRODUCTION PERFORMANCE)**

We implement testing in overlapping stages:

#### 1) Component and Assembly Testing

We test each component of every PoleCam we assemble during the assembly process to minimize the number of component failures at installation time. Additionally, we test all functions of the assembled PoleCam to detect assembly defects prior to installation.

We extend this testing philosophy to all components of the system – Servers, Storage Arrays, and Radios.

2) Installation Testing

To the extent possible, we repeat the Assembly Testing as soon as the component is installed.

3) Subsystem Testing

When all the components comprising a subsystem – an entire mesh area, hard wired links, and server storage array – have been installed and configured the subsystem is tested to detect configuration and connection errors as soon as possible in the installation process.

4) Systems Testing

Prior to user Acceptance testing, the complete system is fully tested to reveal errors prior to user testing.

5) User Acceptance Testing

In cooperation with the County, all system functions will be tested with County personnel acting as operators. This has the advantage of testing the training.

These testing steps overlap and repeat until all errors are discovered and corrected.

## PROCESS IMPROVEMENT

Avrio RMS Group's sole business is providing best of breed wireless network video surveillance solutions. There is no single technical solution that fits all customers -- we understand that every system that we deliver will be custom. In addition, we understand that we need to pay close attention to the requirements of the project but also know that we will also be able to contribute our expertise to deliver much more than the minimum. Some of the attributes to custom oriented solutions are:

- a) Vendor agnostic. We have preferred equipment and software manufacturers but do not solely promote any one manufacturer. An excellent example is that we are certified to install four brands of video management software including Pelco, Milestone, ONNSI, and Genetec.
- b) Open IP architecture. We always stress to customers the importance of an open IP architecture. In other words, the VMS must have a Software Development Kit for integration into other software platforms, the network should be comprised of off the shelf equipment that is non-proprietary, wireless and wired networking equipment should be Ethernet based (not proprietary), and documents and standards should be either defector or of recognized standards organizations. For example, documents delivered in PDF or DWG, and standards such as IEEE or ETSI.
- c) Adaptability, experience, and creativity. There is no other wireless surveillance integrator with more large scale projects than us. One aspect of our success is our ability to adapt to changing customer needs and helping our customers get the most of their investment. As an example, in St. Paul MN, we are leveraging and expanding on the wireless network to

additionally provide archiving of in-car police video through an automatic wireless upload process. This will eliminate the cumbersome process of manual export of video from police vehicle DVRs thereby potentially saving the police department hundreds of thousands of dollars in additional labor costs of the lifespan of the equipment.

- d) Maintenance Contracts. Often we our contractually obligated to maintain the networks that we build for customers. It would be foolish for us to deliver an inferior product that requires continual maintenance because of the ongoing labor costs involved. It is in our best interest to always deliver a network that is low maintenance, reliable, and that exceeds customer expectations.

#### 4.5 Maintenance and Support

This proposal includes one year of free maintenance and support. During the maintenance term Avrio will:

- Repair or Replace any failed component needed to restore the system to full operation.
- Provide 24-7-365 Help Desk support with a 4 hour maximum response time for critical repair issues.
- Provide a sparing solution, whereby critical spares inventory is maintained at local facility.
- Advanced RMA for all parts.
- Extended warranty for all system components.
- Remote diagnostics and troubleshooting (requires remote access to system)
- All software and hardware patches and firmware upgrades.

Project Plan			
Milestone Description	Duration	Start	End
Proposal Awarded – June 12th or 26th	1		
Milestone #1 - Detail Design & Signoff / Order / Begin PoleCam Production	20	7/2/2012	7/30/2012
Milestone #2 – Monopole, rooftops, tower equipment installations	30	7/30/2012	8/31/2012
Milestone #2 - Installation and Integration of Wired Infrastructure and Head End Equipment	20	9/3/2012	9/28/2012
Milestone #3 - Installation of PoleCams, Wireless Infrastructure and VMS Server	50	9/17/2012	11/16/2012
Milestone #4 - System Testing and Training	5	11/19/2012	11/23/2012
Milestone #5 - Post Installation Documentation /Moreno Valley Project Signoff	5	11/26/2012	11/30/2012

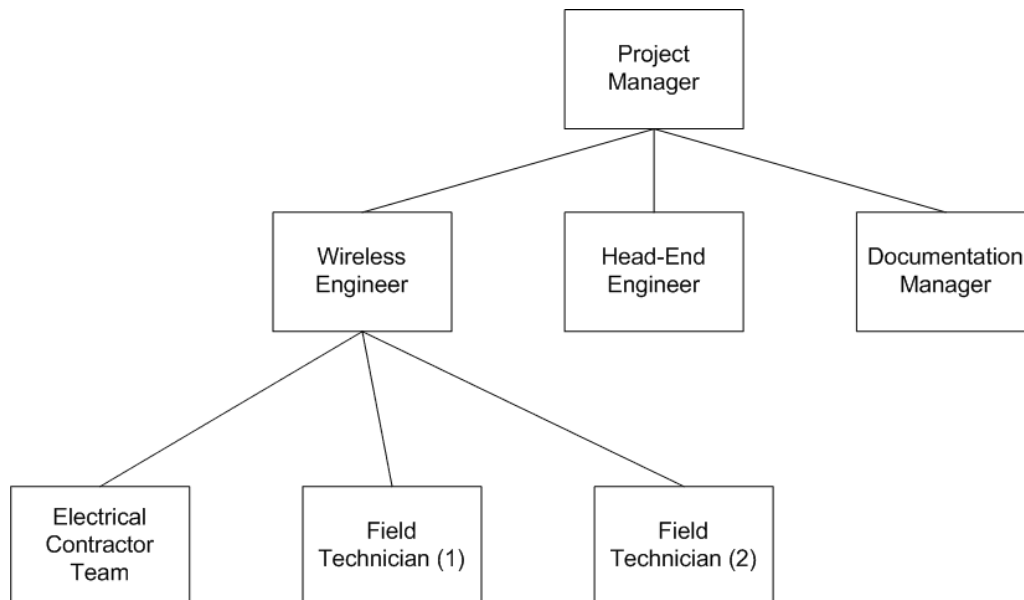
## Table 6: Project Plan

### 4.6 Training Plan

Training will be delivered as part of the overall solution. End user training will primarily be focused on operating the system and using the monitoring client. Topics include log in, monitoring, controlling PTZ functions, understanding hot spots, working with folders and views, browsing, searching archived video, etc. In addition to end user training, system training will cover basic administrative capabilities of the ONSSI system including camera settings, motion configuration, archive settings, etc. Lastly, system administrator training will cover basic aspects of user management and troubleshooting. Avrio RMS will provide a total of 40 hours of training inclusive of camera systems, video management systems, portable camera setup and configuration, and field training. All materials necessary for the training class will be provided.

### 4.7 Project Team Qualifications

The following is a high-level organization chart for the individual roles on the project team proposed.



**Figure 2: Project Team Structure**

The following lists the proposed team members and their background:



**PAUL KARASZ**  
Solution Manager

Paul is a senior level engineer and project manager performing the role of Solution Manager for Avrio RMS Group for key clients across the United States and Caribbean. Paul is experienced in the successful deployment and remediation of complex Integrated IT solutions involving multiple technologies and vendors where typical challenges require a unique combination of diverse IT skill sets, scientific troubleshooting, and the ability to motivate teams. Prior to joining Avrio RMS Group, Paul was a principal consulting engineer with GTSI. At GTSI, Paul was the primary engineer responsible for delivering on wireless video and in-car video systems for the company. Paul has over 15 years' experience in physical security and information technology industries and has deployed dozens of solutions that exceeded client expectations.

Paul maintains the following certifications:

- Cisco Advanced Wireless Field Engineer (642-631), 2012
- Cisco Certified Network Associate (CCNA, 640-802) Wireless, 2011
  - Implementing Cisco Unified Wireless Network Essentials (640-721), 2011
  - Conducting Cisco Unified Wireless Site Survey (642-731), 2011
  - Cisco Lifecycle Services for Advanced Wireless (650-621), 2011
- DataCore Certified Implementation Engineer (DCIE), 2011
- Xiotech Certified Administrator: Emprise 5000, 2011
- Hitachi Data Systems Storage Foundations Enterprise, 2010
- Hitachi Data Systems Storage Foundations Modular, 2010
- Dell Blade Server Solutions (Technical Training DBSSTT0409WBTT), 2010
- Xiotech ISE Sales Certified, 2010
- Genetec Omnicast OCT002-4.6, 2010
- Genetec Omnicast OCT001-4.6, 2010
- Panasonic Arbitrator 360 Certified Integrator, 2010
- Hitachi Data Systems Sales Foundations, 2010
- Milestone™ Enterprise 6.5, XProtect Corporate 2.0, and XProtect Analytics 2.0 Certification, 2009
- Motorola Point to Point Wireless Products, 2007
- AirMagnet Certified Product Expert, 2007DVTel NVMS 5.0 Technical Training, 2007
- Insight Video Net CMS 3.0 Integrator Certification, 2007
- Insight Video Net CMS 2.5 Integrator Certification, 2006
- Vidient SmartCatch installation and configuration Training, 2006
- Verint nDVR SmartSight Certification, 2006
- Pelco Endura and IP Video Design (PCSD), 2006
- Pelco CCTV Training, 2006
- Object Video Partner Training, 2005

Professional Credentials and Associations

- Virginia DCJS Registered Electronic Security Technician

- Virginia DCJS Registered Electronic Sales Representative

#### Security Clearance

- Top Secret, Active

### **JASON NAGY**

#### Senior Project Manager

Mr. Nagy is a seasoned project manager with a strong technical background. Mr. Nagy has directed some of Avrio RMS Group's largest projects including the City of Pittsburgh, Ring of Steel Project. Prior to Avrio Group, Jason was the lead project manager at STS International where he contracted to Cisco for the re-architecture and design of all sales and engineering offices in the Latin America region. Responsible for planning, executing and delivering a 16 million dollar upgrade of technological, logistical and architectural services for the sales and engineering teams in the Latin America Theater to include the following countries: Peru, Costa Rica, Venezuela, Brazil, Colombia, Panama, Argentina and Ecuador. Well versed in working with the countries local and state governments in importing goods and services to the region for deployment. Maintained knowledge of culture and continuing relationships with local workforce for future deployments in the region.

He has handled all aspects of project management as it relates to internal technical infrastructure changes and upgrades for Cisco's sales offices, data centers and campuses. These upgrades include; hardware, software, networking changes, next generation wireless video implementations, VoIP, video conferencing and more. Many of their campus locations required a primary fiber optic link between buildings, with a secondary wireless broadband network built in for redundancy purposes. He managed the budgets, staffing, field engineers, customer satisfaction, accountability and project completion and assurances. Mr. Nagy is a certified Project Management Professional (PMP) with additional certifications including ISO: 90001:2000 and CCNP.

### **PRASANNA KATTEL**

#### Chief Technology Officer

Mr. Kattel has more than 10 years expertise in designing and deploying enterprise systems for large scale deployments. Mr. Kattel oversees all system designs and is responsible for overall resource allocation and quality of delivery.

At Avrio Group, Prasanna was instrumental in the rollout of both the Democratic National Convention security system and the Republican National Convention security system. He was responsible for all IT related design, procurement, configuration, installation and integration within existing government IT infrastructure. Prasanna is certified in Genetic Omnicast as well as ONSSI, the world's leading video management software platforms.

Prior to Avrio Group, Prasanna has deployed complete Cisco networking and Vo-IP environments for multi-million dollar organizations. In addition, Mr. Kattel has deployed video surveillance solutions including IP and analog cameras for customers around the country. Mr.

Kattel's knowledge of both software and hardware IP-based systems including ONSSI, Genetic, AutoVu and Agent VI for content analysis provide the necessary foundation to ensure quality delivery of complete turn-key solutions.

Mr. Kattel holds a masters degree in Information systems technology from George Washington University.

### 5. Workers' Compensation Insurance Certificate

The Proposer acknowledges that Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign the following statement:

I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## 6. Independent Contractor Agreement

The Proposer acknowledges the terms set forth in this portion of the RFP, including that this Agreement is made by and between the City of Moreno, 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 5306 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The Public interest, convenience necessity and general welfare will be service by the Agreement.
- C. This Agreement is made and entered into effective the date that the City signs this Agreement.

### 6.1 Contractor Information

Contractor’s Name:	Avrio RMS Group	
Address:	3 North Harrison Street	
City: Easton	State: MD	Zip: 21601
Business Phone:	Fax Number:	
Other Contact Number		
Business License Number		
Federal Tax I.D. Number		

### 6.2 Contractor Services, Fees and Relevant Dates

- A. The Proposer acknowledges that the Contractor’s scope of service is described in Exhibit “A” attached to the RFP and incorporated herein by this reference.
- B. The Proposer acknowledges The City’s responsibility, other than payment, is described in Exhibit “B” attached hereto and incorporated herein by this reference.
- C. The Proposer acknowledges that the Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The Contractor Starting Date is \_\_\_\_\_ and the Contractor Ending Date is \_\_\_\_\_

\_\_\_\_\_The proposer recognizes the City's acknowledgement that the City 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.

### 6.3 Standard Terms and Conditions

The Proposer acknowledges and accepts the following elements of the RFP:

- 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. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. City Indemnification. The City agrees to indemnify, defend and save the Contractor harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all claims which arise from the negligent performance or failure to perform the services or other

obligations of the City under this Agreement, or are caused by the negligent acts of the City, Housing Authority 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 will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, **Workers’ Compensation Insurance** in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement.

**General Liability Insurance**—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$5,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

**Professional Errors and Omission Insurance**—such coverage shall not be less than \$1,000,000 per claim and aggregate.

**Liability and Property Damage Insurance** coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager’s approval.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the



coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- 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.
- J. (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.
- K. 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.

- L. 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.
- M. 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.

**Signature Page to Follow**

### 7. Signature Page

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

City of Moreno Valley

Avrio RMS Group

BY:

BY:

City Manager

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

BY:

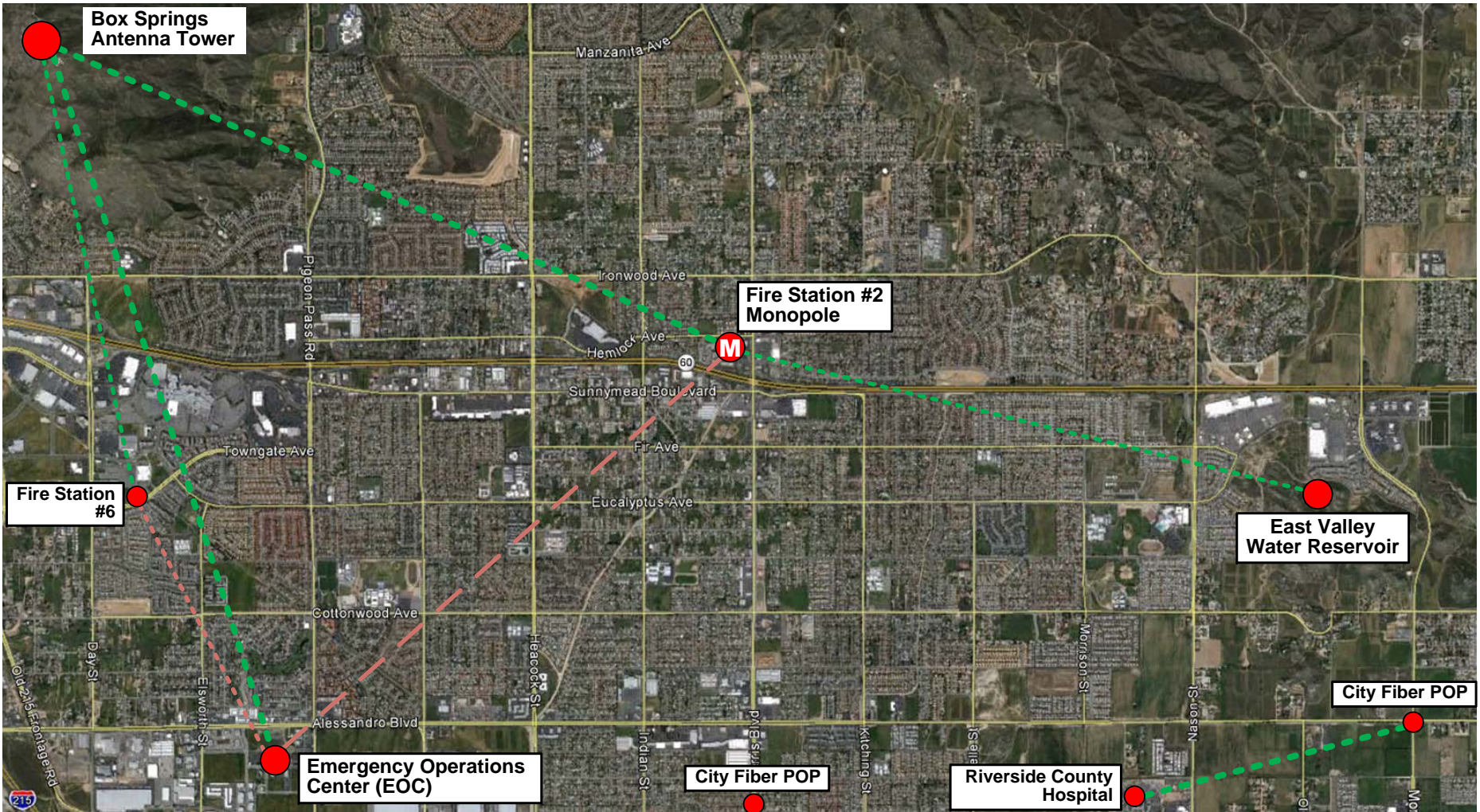
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

<u>INTERNAL USE ONLY</u>
ATTEST:
City Clerk
APPROVED AS TO LEGAL FORM
City Attorney
Date
RECOMMEND FOR APPROVAL
Chief of Police
Date
Financial & Administrative Services Director
Date

## Appendix A. Wireless Network Design



Microwave  
Wireless Link

High Speed  
Wireless Link

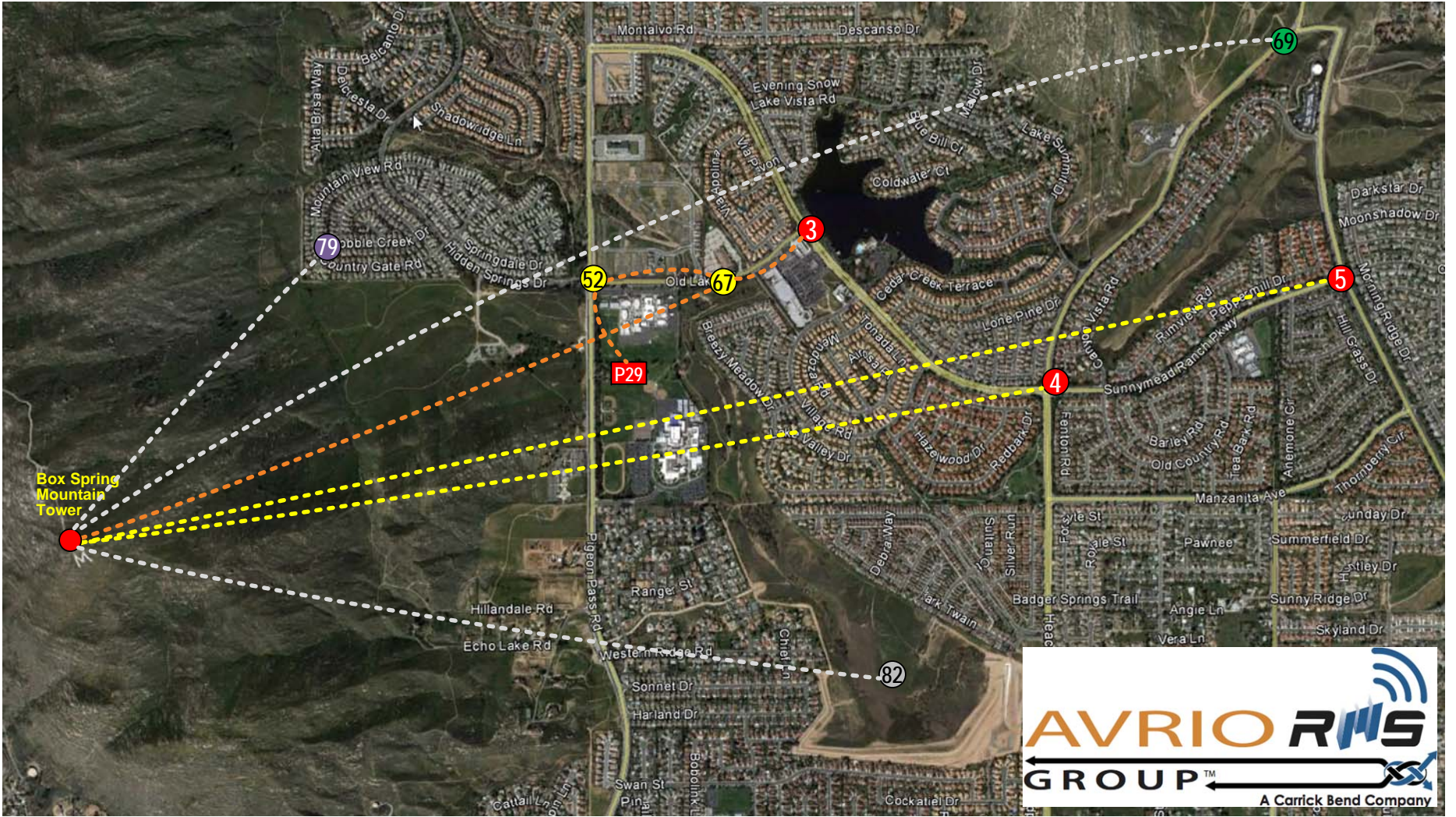
**Core Option B**  
 Box Springs Antenna Bypass

Microwave Wireless Link      High Speed Wireless Link



mer: City of Moreno Valley	Description: <b>Citywide Camera Surveillance System</b> Core High Speed Network	File: MV-Core.vsd Date: May 2, 2012	Designed by: AVRIO RMS Group
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- 1** PHASE 1  
PTZ + 2 Fixed Cameras  
Wireless Polecam
- 52** PHASE 2  
PTZ + 2 Fixed Cameras  
Wireless Polecam

- 69** Later Phase Green  
PTZ + 2 Fixed Cameras  
Wireless Polecam
- 81** Later Phase Grey  
PTZ + 2 Fixed Cameras  
Wireless Polecam

**P29** Park Camera  
Wireless Network

PMP Mesh  
Wireless Link

Mesh  
Wireless Link

Mesh  
Future Link



Customer:  
City of  
Moreno Valley

Description:  
**Citywide Camera Surveillance System**  
North Valley Network

File:  
MV-NorthValley.vsd  
Date  
May 2, 2012

Designed by:  
AVRIO RMS Group





**PHASE 1**  
 28 PTZ + 2 Fixed Cameras  
 Wireless Polecam

**PHASE 2**  
 66 PTZ + 2 Fixed Cameras  
 Wireless Polecam

High Speed  
 Wireless Link

Mesh  
 Wireless Link

**PHASE 1a**  
 35 PTZ + 2 Fixed Cameras  
 Wireless Polecam

● Building Backhaul

● Street Pole Backhaul

Customer:  
 City of  
 Moreno Valley

Description:  
**Citywide Camera Surveillance System**  
 South Network

File:  
 MV-South.vsd  
 Date  
 May 3, 2012

Designed by:  
 AVRIO RMS

**Item No. A.19**

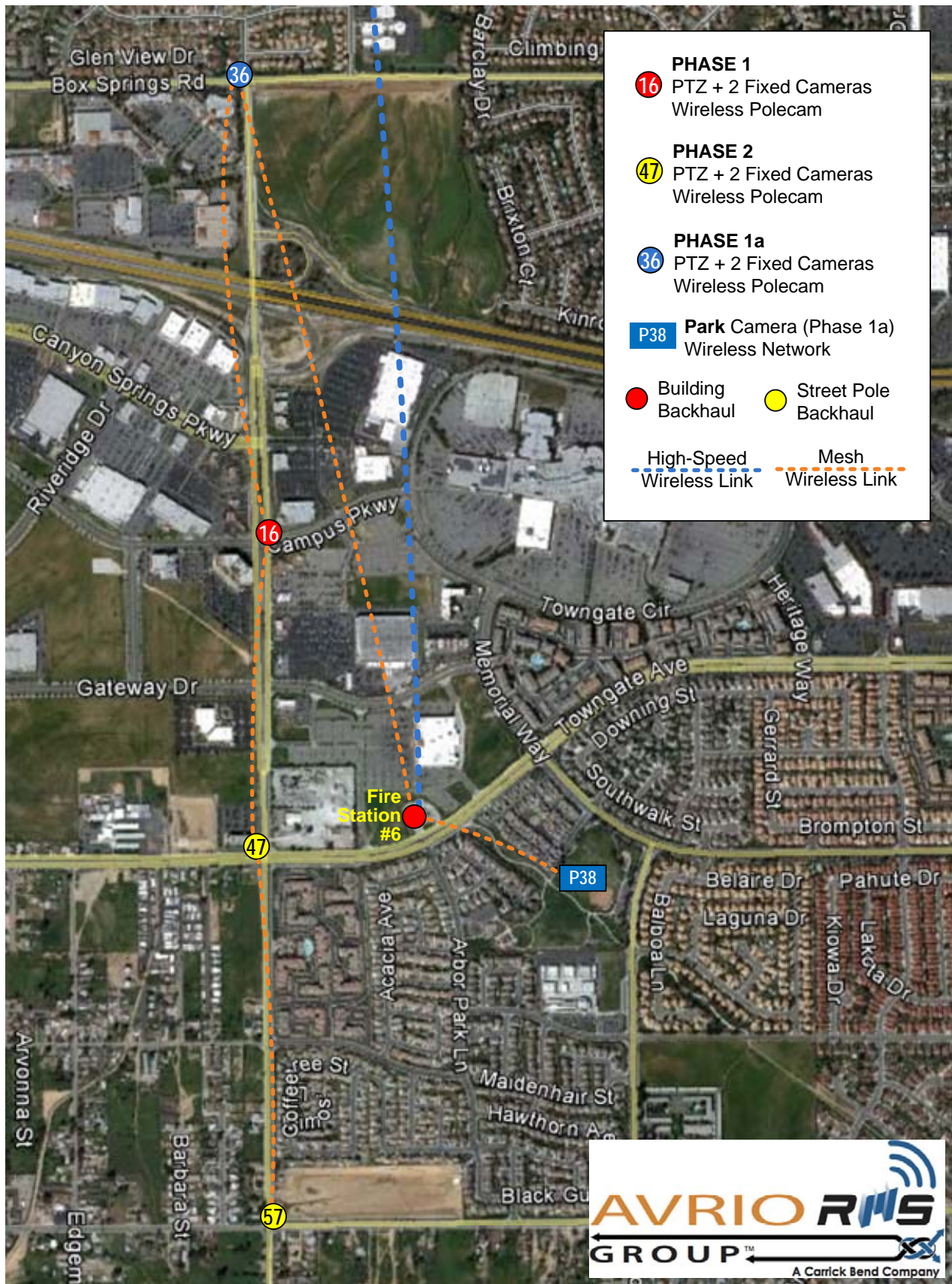




- |   |   |   |  |  |
|---|---|---|--|--|
| <p><b>PHASE 1</b><br/> <b>28</b> PTZ + 2 Fixed Cameras<br/>         Wireless Polecam</p>  | <p><b>Later Phase Green</b><br/> <b>77</b> PTZ + 2 Fixed Cameras<br/>         Wireless Polecam</p>  | <p><b>Later Phase Grey</b><br/> <b>81</b> PTZ + 2 Fixed Cameras<br/>         Wireless Polecam</p> | <p>Microwave<br/>         Wireless Link</p>  | <p>Mesh<br/>         Wireless Link</p> |
| <p><b>PHASE 1a</b><br/> <b>35</b> PTZ + 2 Fixed Cameras<br/>         Wireless Polecam</p> | <p><b>Later Phase Purple</b><br/> <b>78</b> PTZ + 2 Fixed Cameras<br/>         Wireless Polecam</p> | <p>Building Backhaul<br/>         Street Pole Backhaul</p>  | <p>High Speed<br/>         Wireless Link</p> | <p>Mesh<br/>         Future Link</p>   |

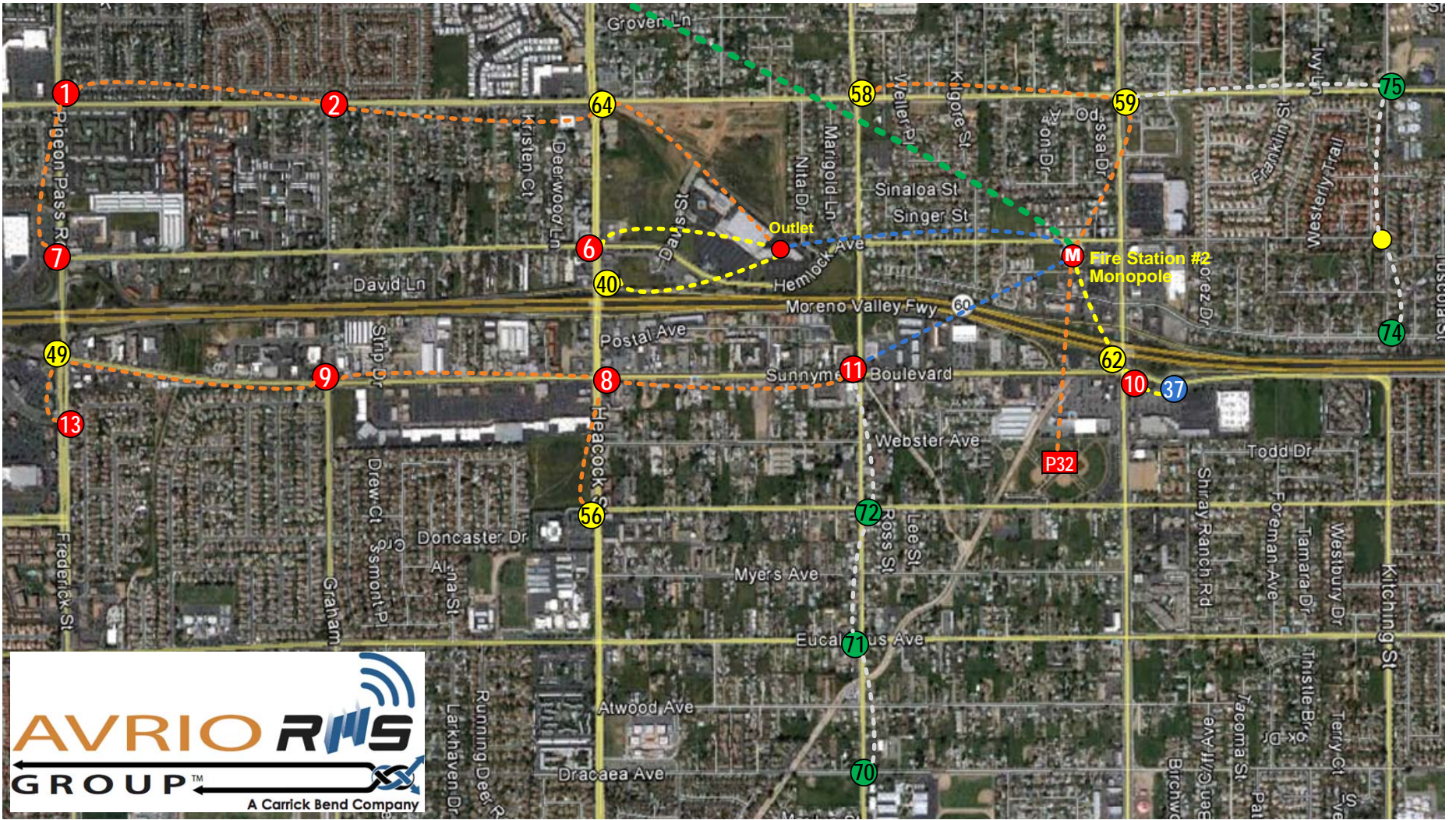
Customer: City of Moreno Valley	Description: <b>Citywide Camera Surveillance System</b> East Valley Network	File: MV-EastValley.vsd Date: <b>May 2, 2012</b>	Designed by: AVRIO RMS Group
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Customer: City of Moreno Valley	Description: <b>Citywide Camera Surveillance System</b> West Network	File: <b>MV-West.vsd</b> Date: <b>May 3, 2012</b>	Designed by: AVRIO RMS <b>Item No. A.19</b>
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- 8** PHASE 1 PTZ + 2 Fixed Cameras Wireless Polecam
- 40** PHASE 2 PTZ + 2 Fixed Cameras Wireless Polecam
- 37** PHASE 1a PTZ + 2 Fixed Cameras Wireless Polecam
- 72** Later Phase Green PTZ + 2 Fixed Cameras Wireless Polecam
- M** New Monopole Backhaul
- P32** Park Camera Wireless Network
- Building Backhaul
- Street Pole Backhaul
- Microwave Wireless Link
- High Speed Wireless Link
- Mesh Wireless Link
- PMP Mesh Wireless Link

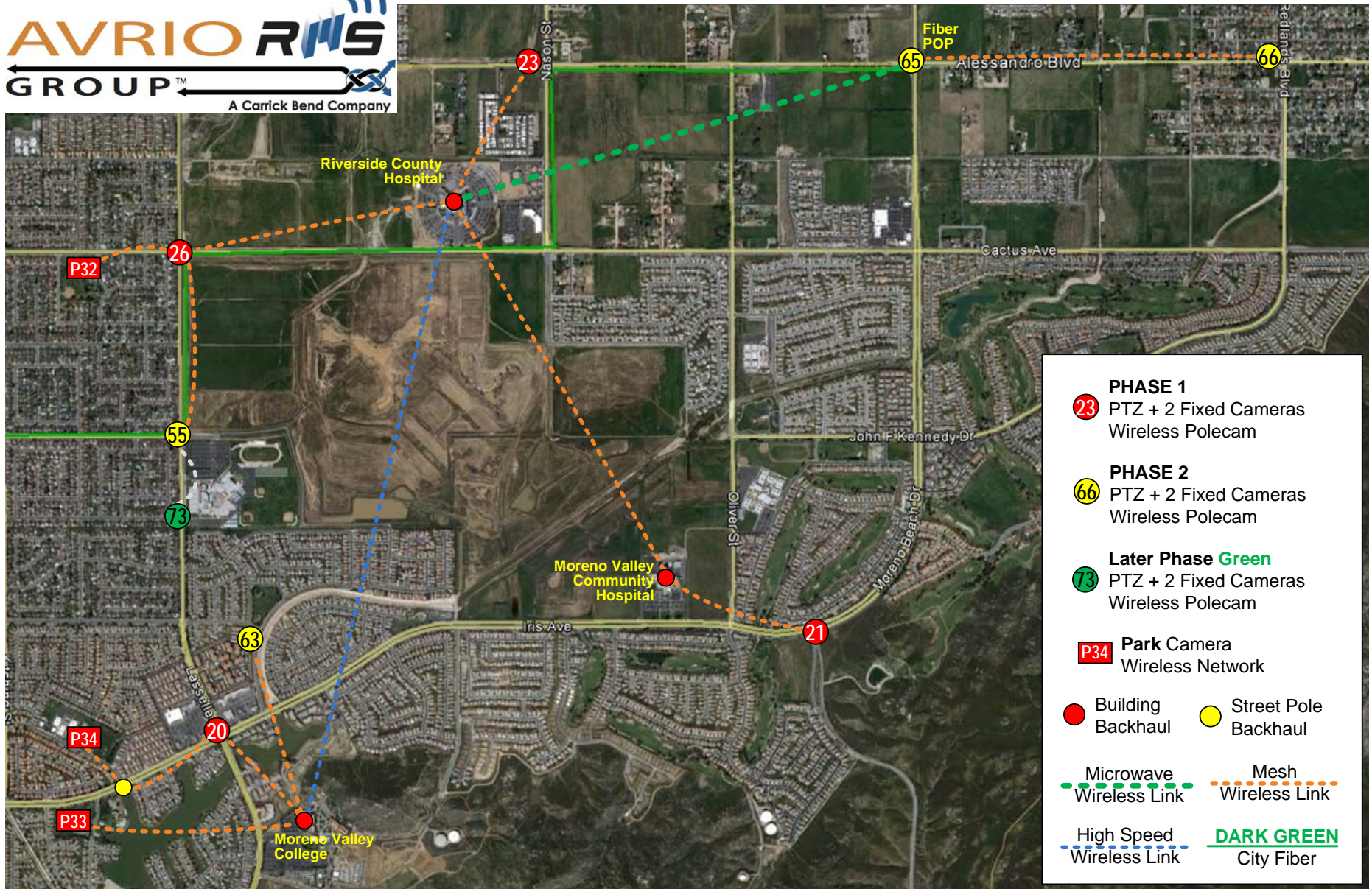
Customer:  
Moreno Valley

Description:  
**Wireless Video Surveillance Design**  
North Center Network

File:  
MV-NorthCenter.vsd  
Date:  
May 3, 2012

Designed by:  
AVRIO RMS Group





**PHASE 1**  
**23** PTZ + 2 Fixed Cameras  
 Wireless Polecam

**PHASE 2**  
**66** PTZ + 2 Fixed Cameras  
 Wireless Polecam

**Later Phase Green**  
**73** PTZ + 2 Fixed Cameras  
 Wireless Polecam

**P34** Park Camera  
 Wireless Network

● Building Backhaul      ● Street Pole Backhaul

--- Microwave Wireless Link      --- Mesh Wireless Link

--- High Speed Wireless Link      **DARK GREEN** City Fiber

-829-

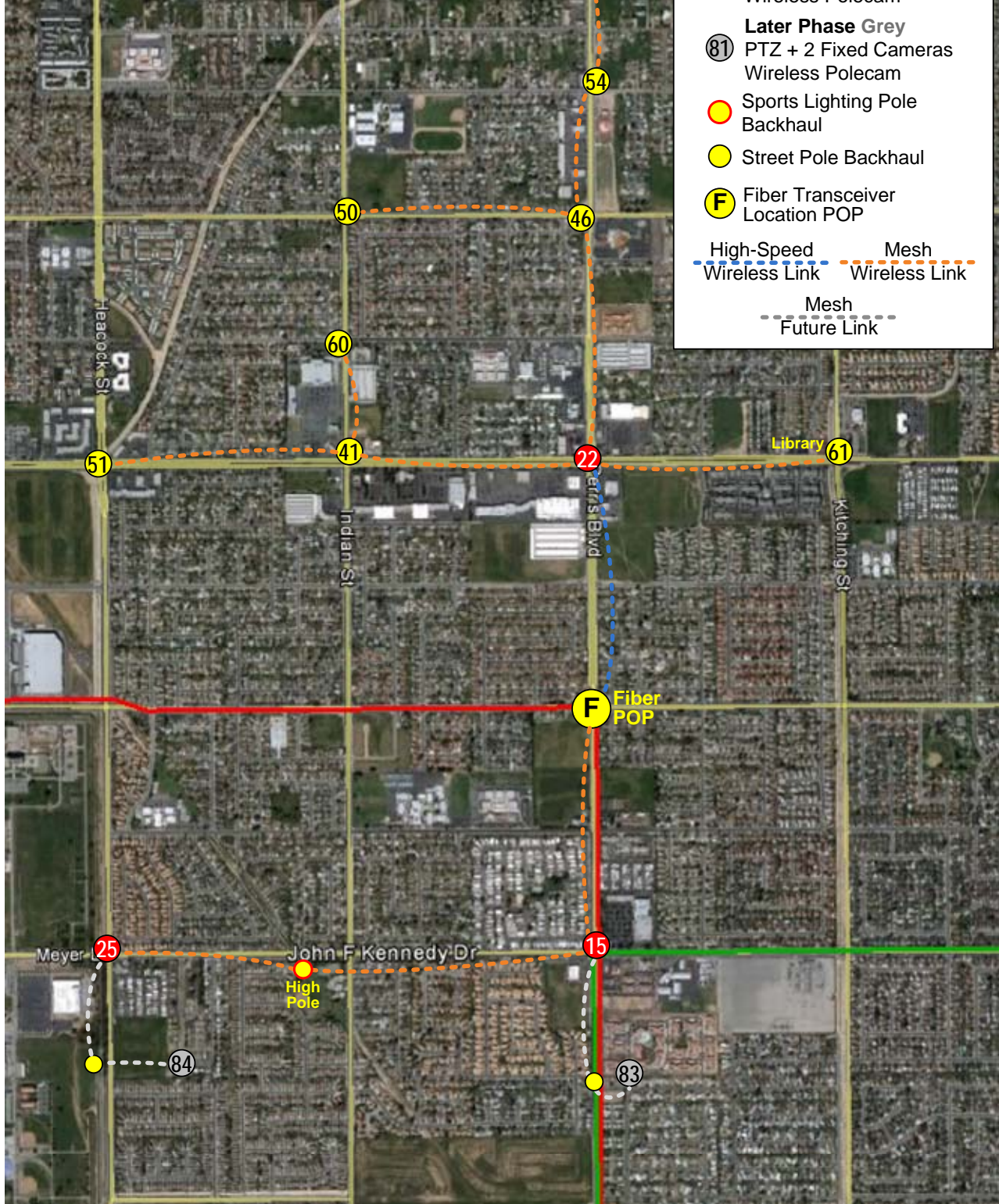
Item No. A.19

mer: City of Moreno Valley	Description: <b>Citywide Camera Surveillance System South East Network</b>	File: MV-SouthEast.vsd	Designed by: AVRIO RMS Group
		Date: May 2, 2012	



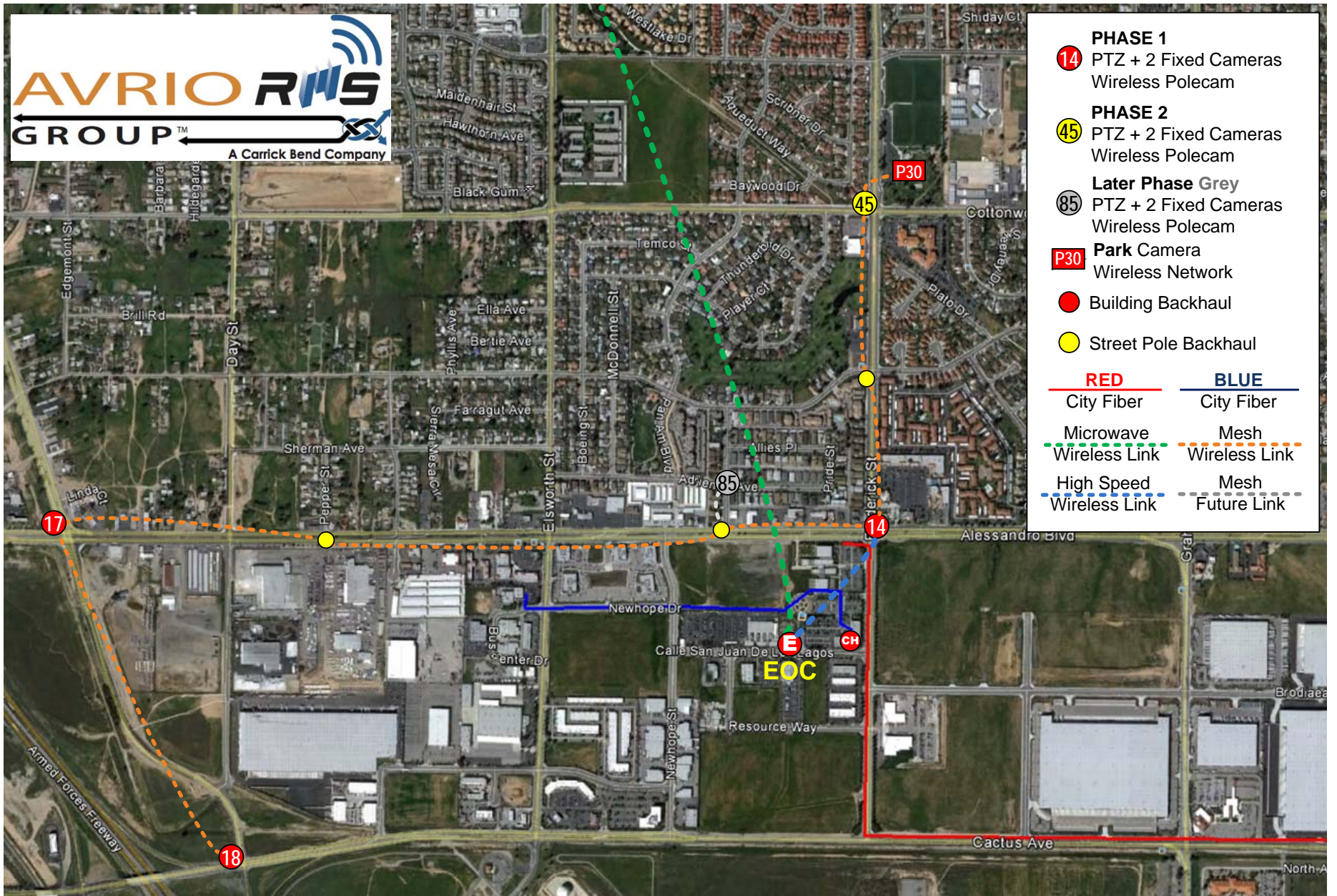


- PHASE 1**
  - 28 PTZ + 2 Fixed Cameras  
Wireless Polecam
  - PHASE 2**
  - 52 PTZ + 2 Fixed Cameras  
Wireless Polecam
  - Later Phase Grey**
  - 81 PTZ + 2 Fixed Cameras  
Wireless Polecam
  - Sports Lighting Pole  
Backhaul
  - Street Pole Backhaul
  - F Fiber Transceiver  
Location POP
- High-Speed Wireless Link    --- Mesh Wireless Link  
--- Mesh Future Link



Customer: City of <b>Item No. A.19</b>	Description: <b>Citywide Camera Surveillance System</b> Center Network -830-	File: <b>MV-Center.vsd</b> Date: <b>May 3, 2012</b>	Designed by: <b>AVRIO RMS Group</b>
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**PHASE 1**  
**14** PTZ + 2 Fixed Cameras  
 Wireless Polecam

**PHASE 2**  
**45** PTZ + 2 Fixed Cameras  
 Wireless Polecam

**Later Phase Grey**  
**85** PTZ + 2 Fixed Cameras  
 Wireless Polecam

**P30** Park Camera  
 Wireless Network

● Building Backhaul

● Street Pole Backhaul

RED	BLUE
City Fiber	City Fiber
Microwave	Mesh
Wireless Link	Wireless Link
High Speed	Mesh
Wireless Link	Future Link

-831-

Item No. A.19

mer: City of Moreno Valley

Description: **Citywide Camera Surveillance System**  
 West Center Network

File: MV-WestCenter.vsd  
 Date: May 3, 2012

Designed by: AVRIO RMS Group

## Appendix B. Camera Locations





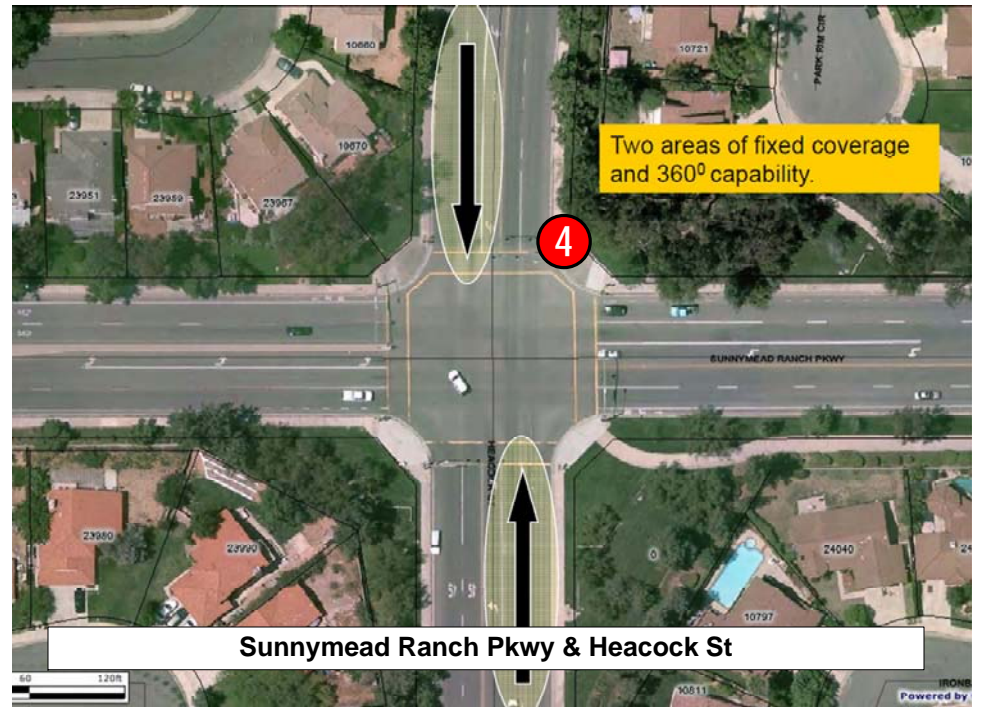
Ironwood Ave & Pigeon Pass Rd



Ironwood Ave & Graham St

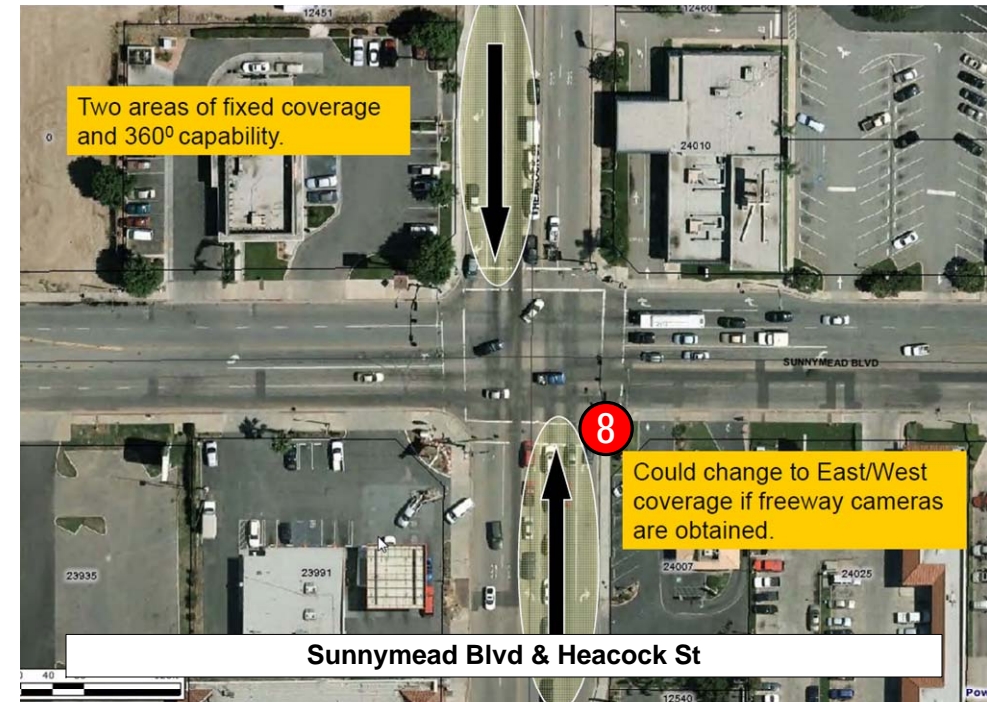
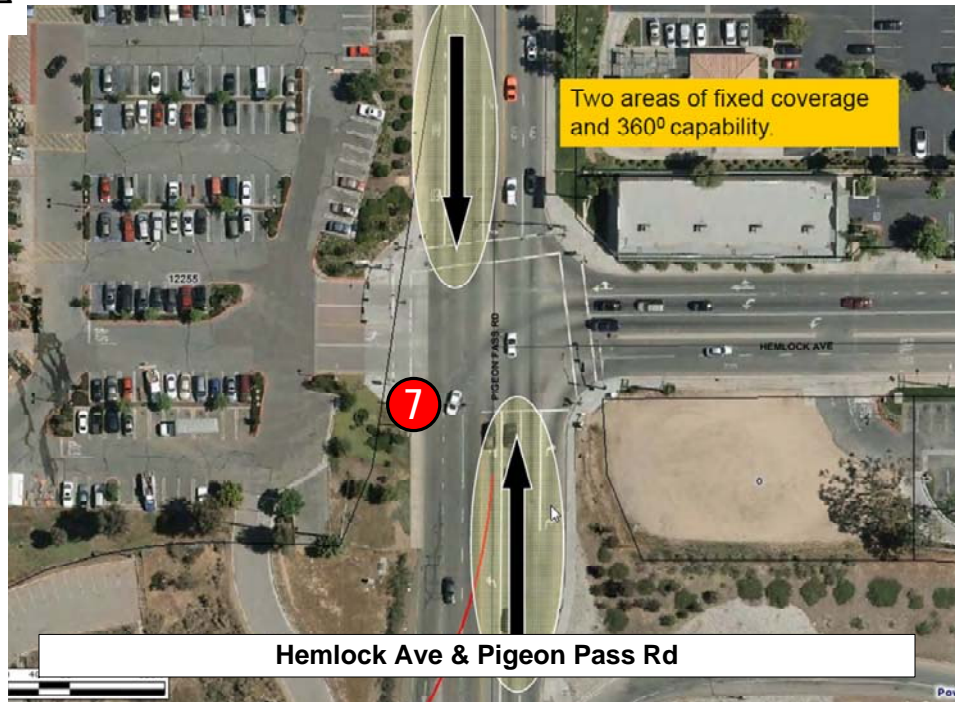
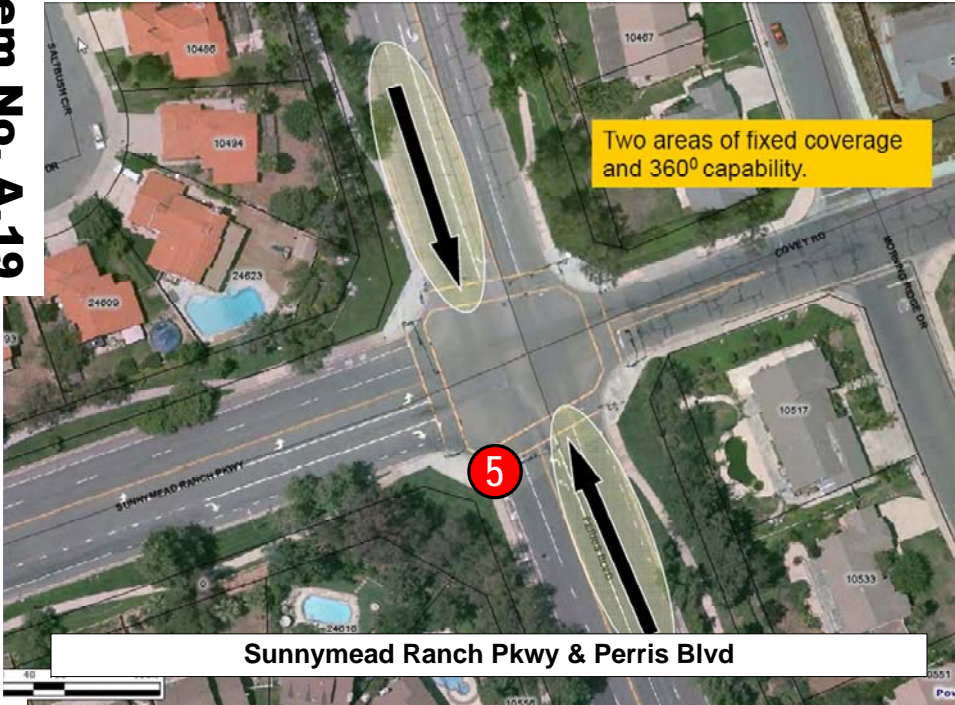


Sunnymead Ranch Pkwy & Old Lake Dr.



Sunnymead Ranch Pkwy & Heacock St





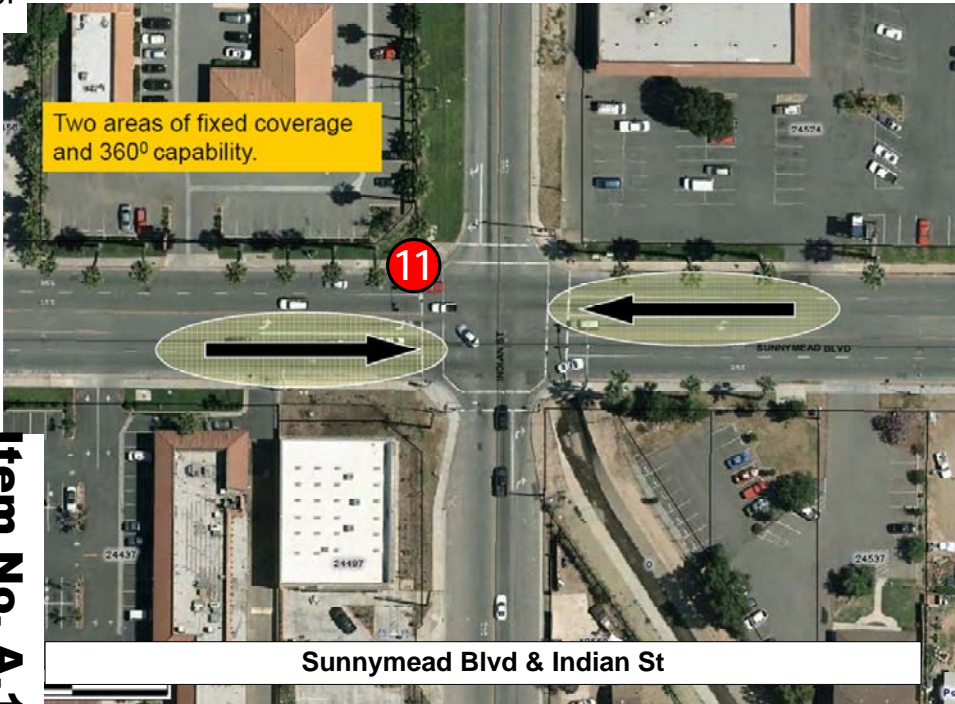




Sunnymead Blvd & Graham St



Sunnymead Blvd & Perris Blvd

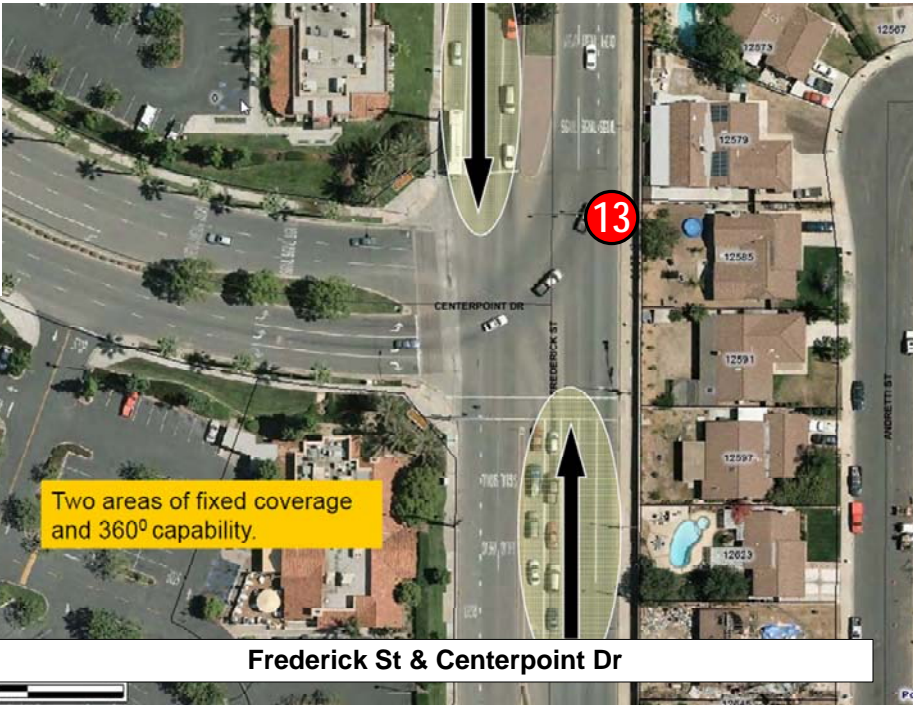


Sunnymead Blvd & Indian St

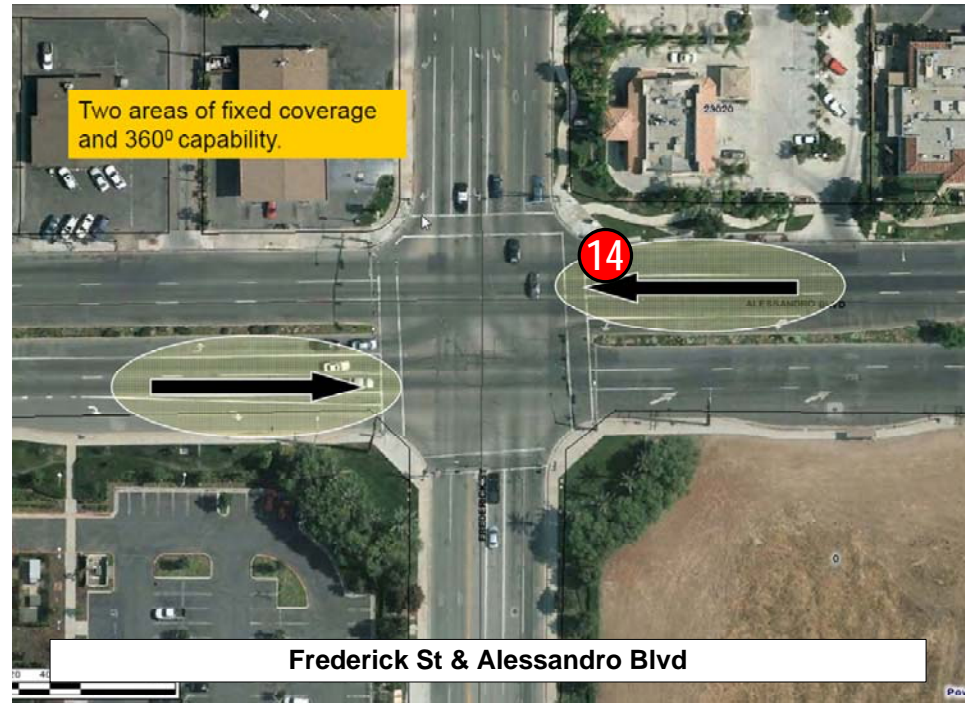


Frederick St & Dracaea Ave

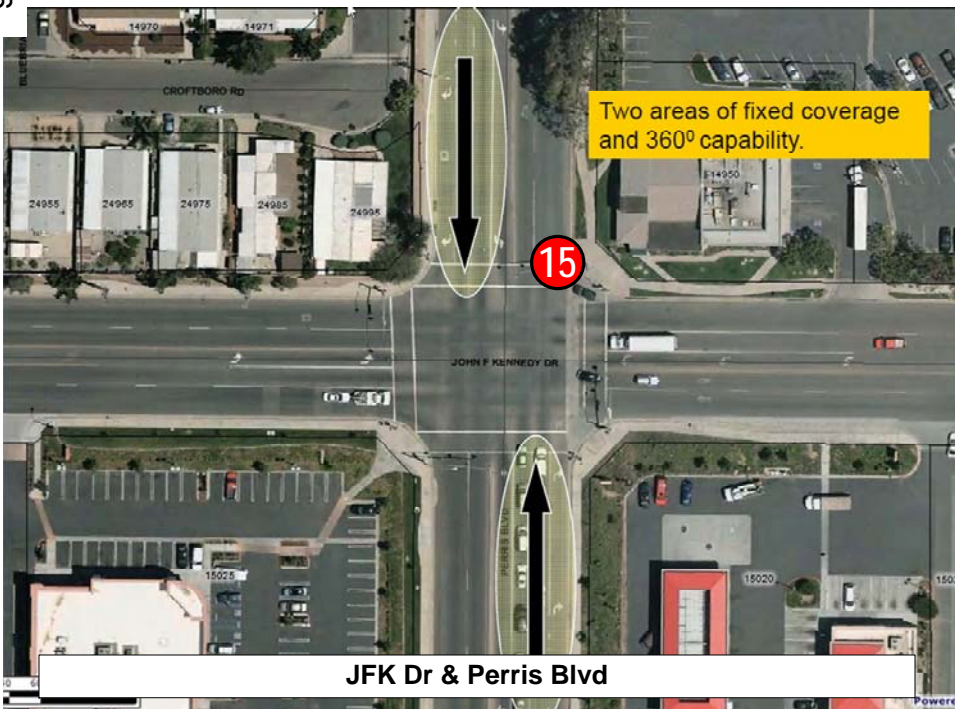




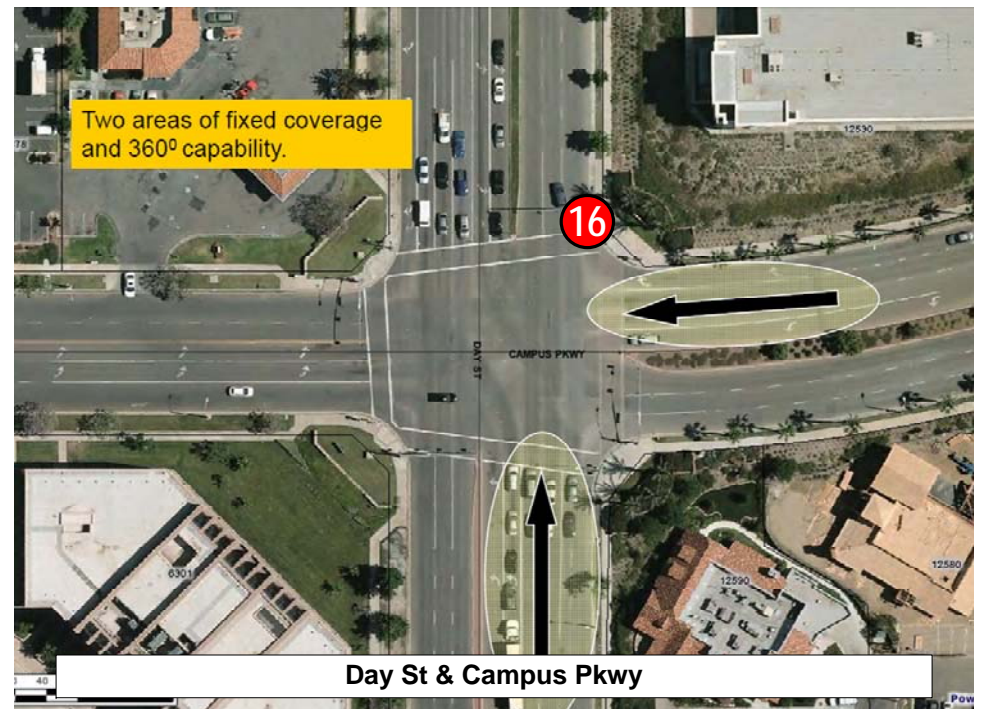
Frederick St & Centerpoint Dr



Frederick St & Alessandro Blvd

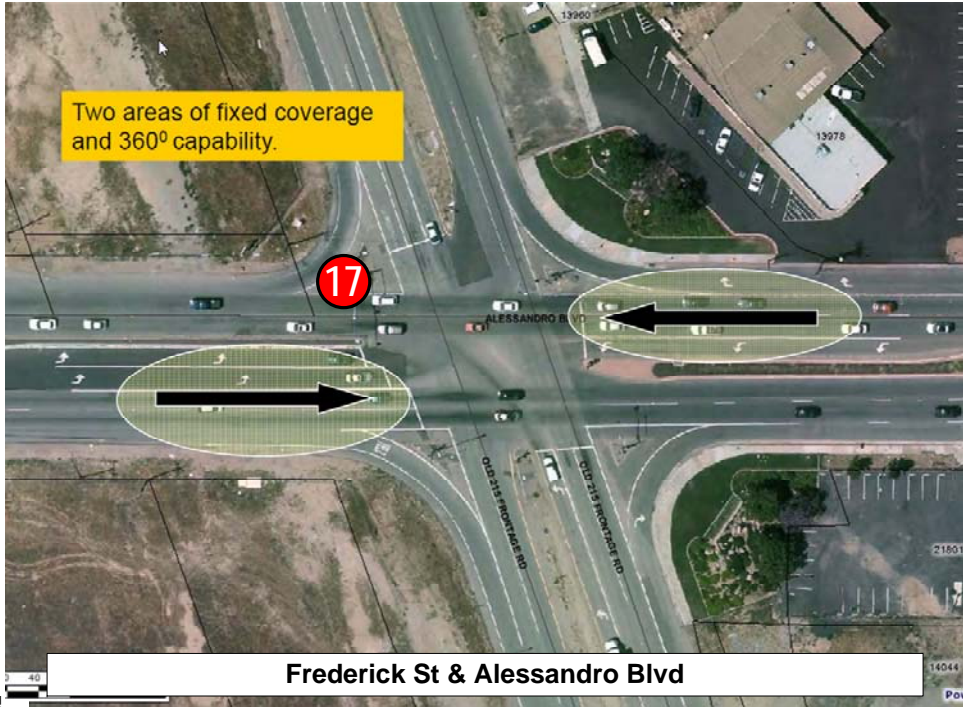


JFK Dr & Perris Blvd

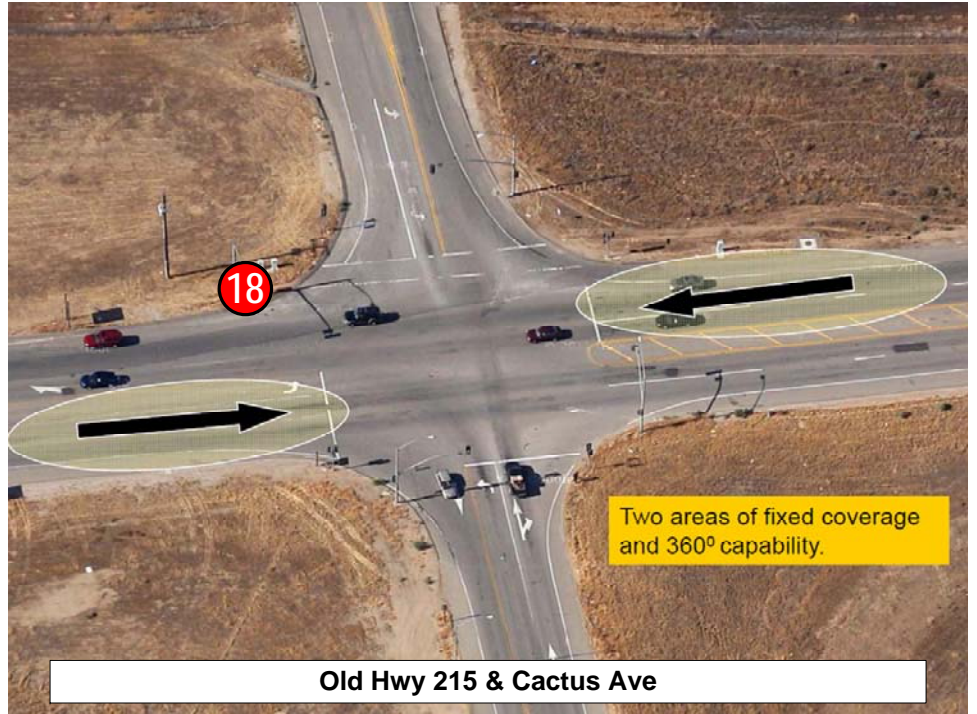


Day St & Campus Pkwy

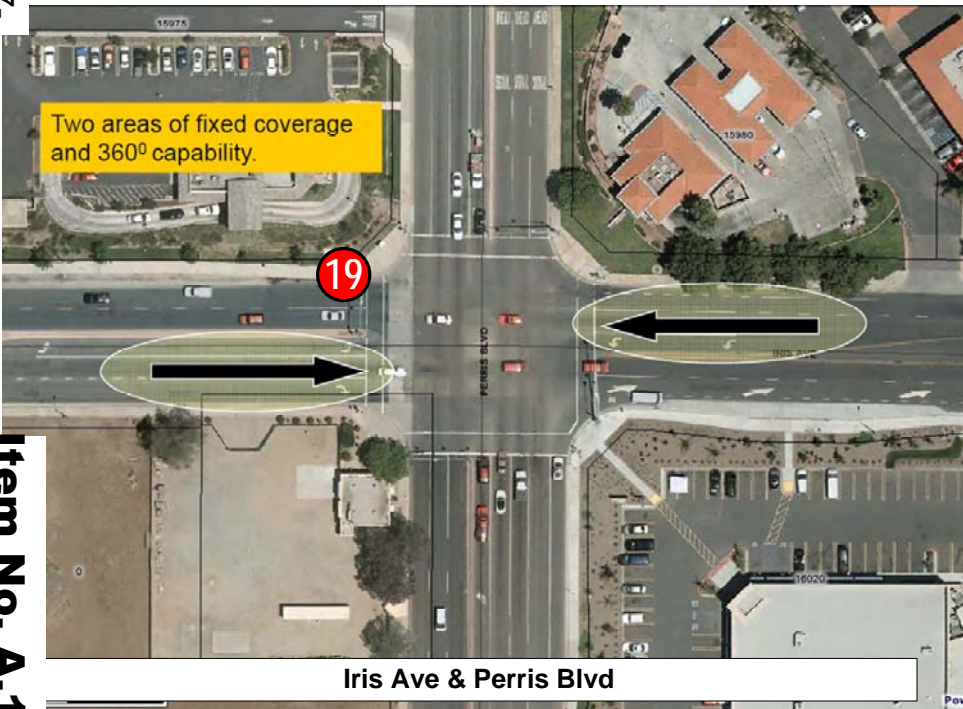




Frederick St & Alessandro Blvd



Old Hwy 215 & Cactus Ave

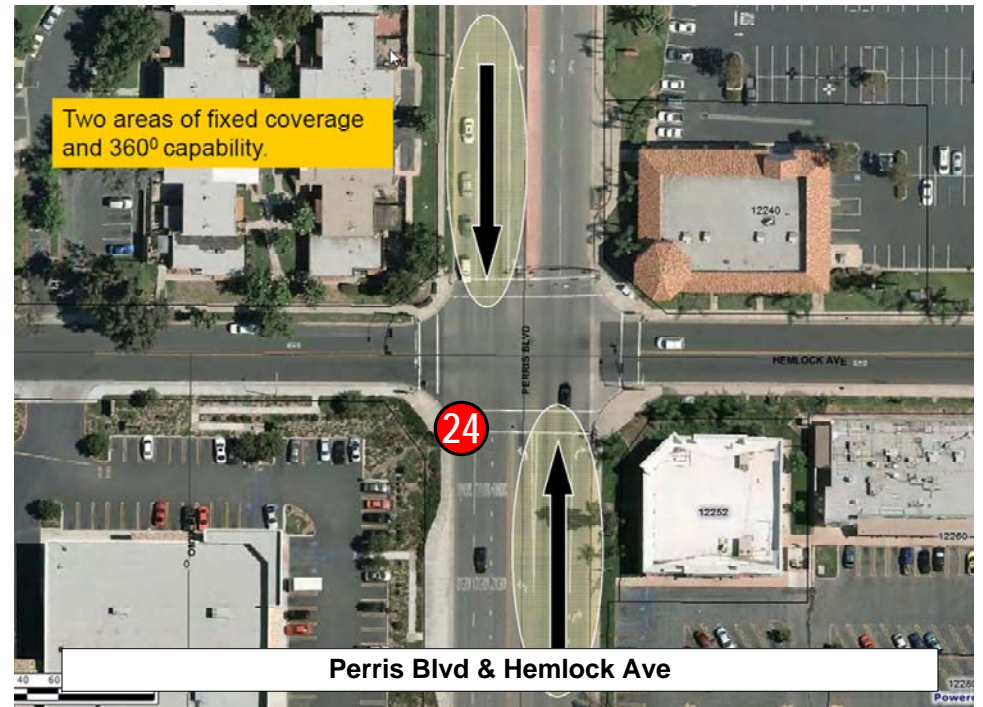


Iris Ave & Perris Blvd

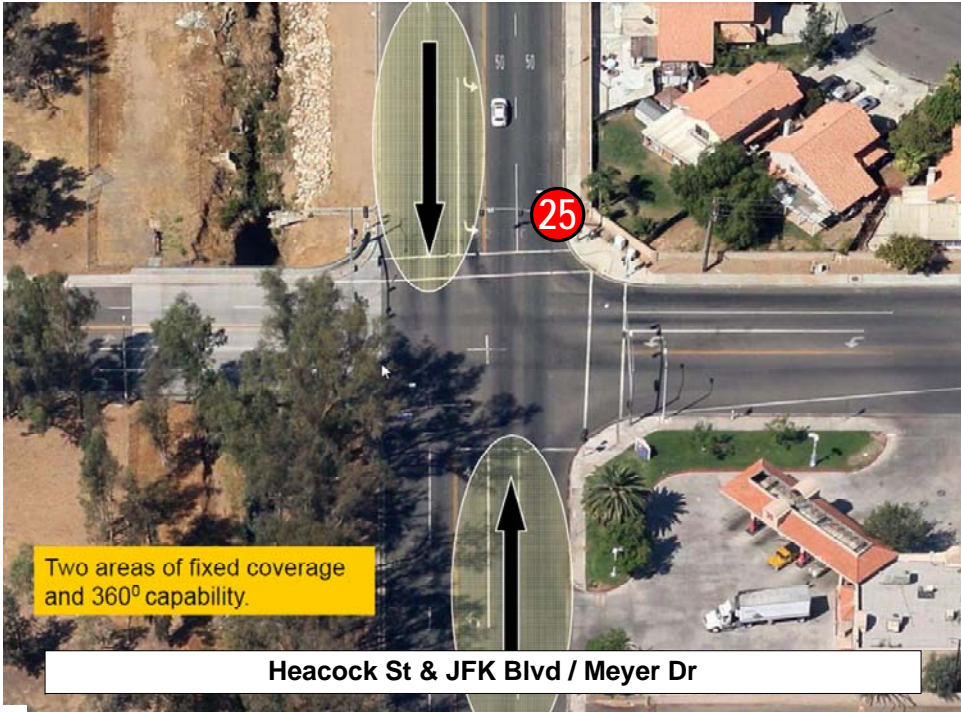


Iris Ave & Lasalle St

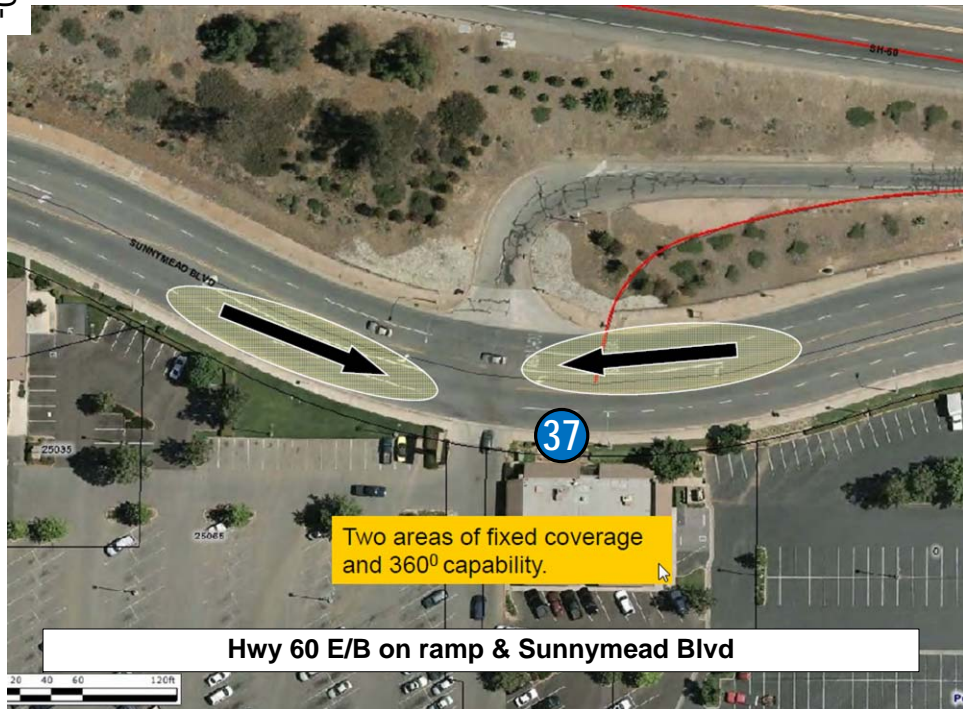
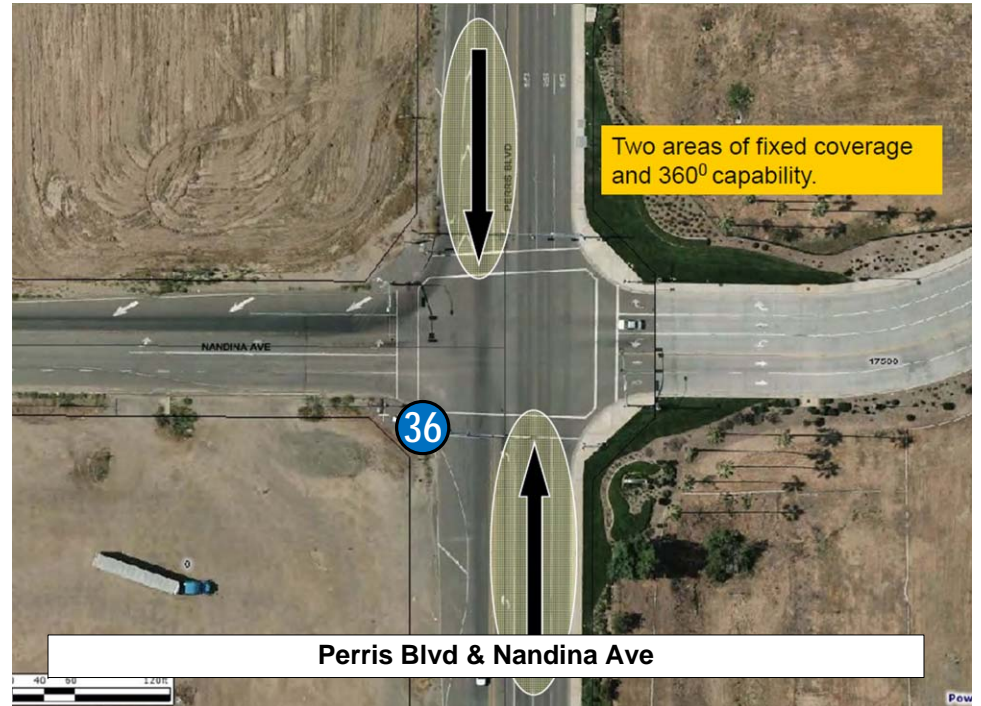
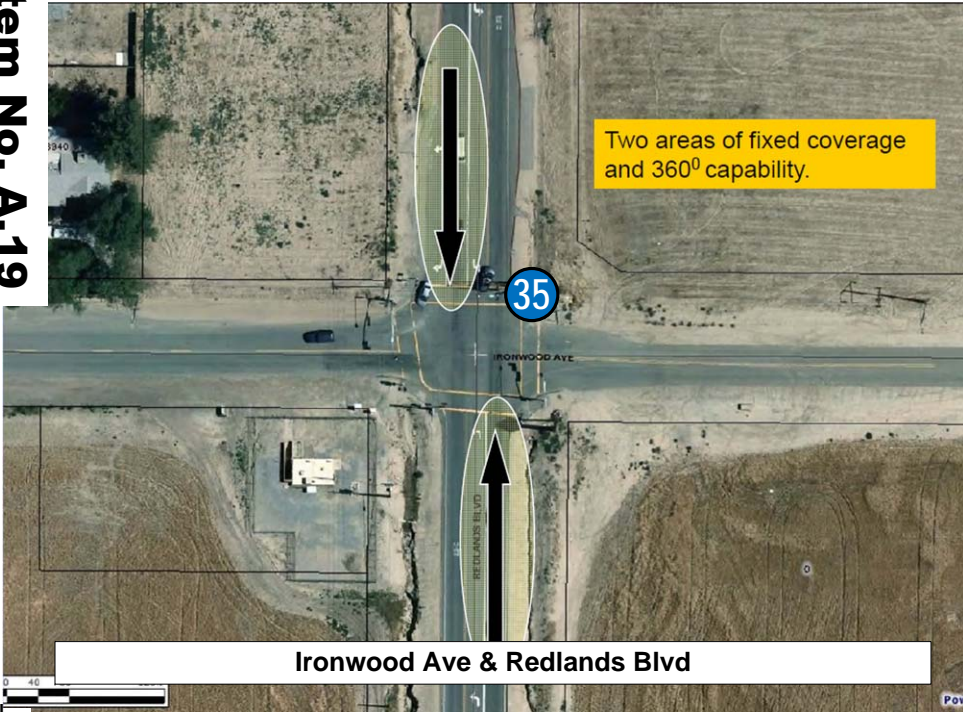




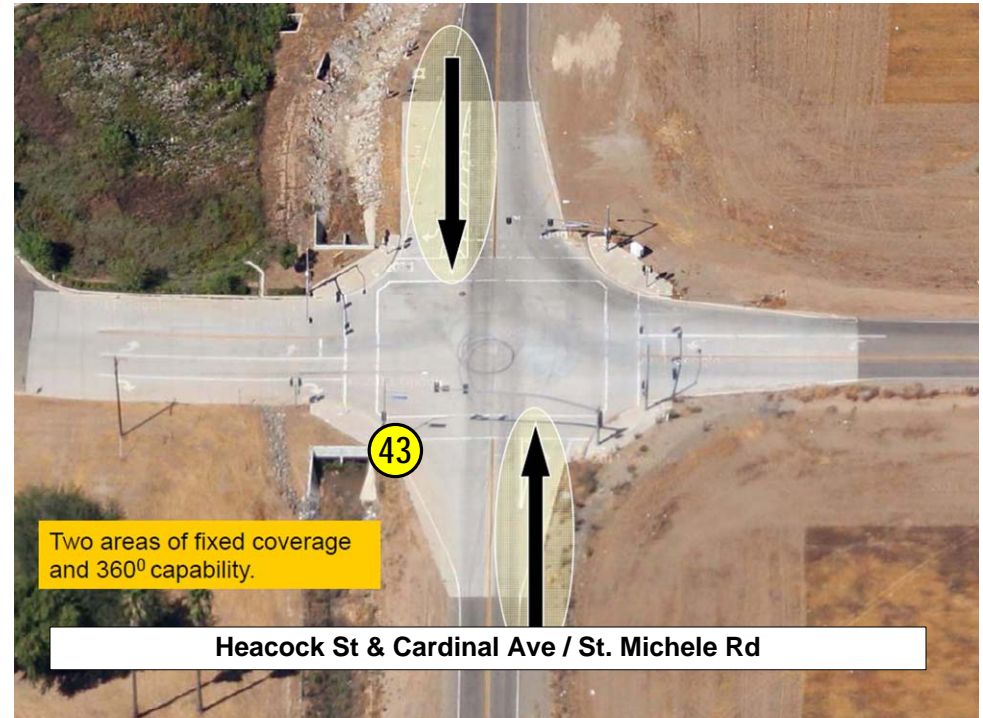
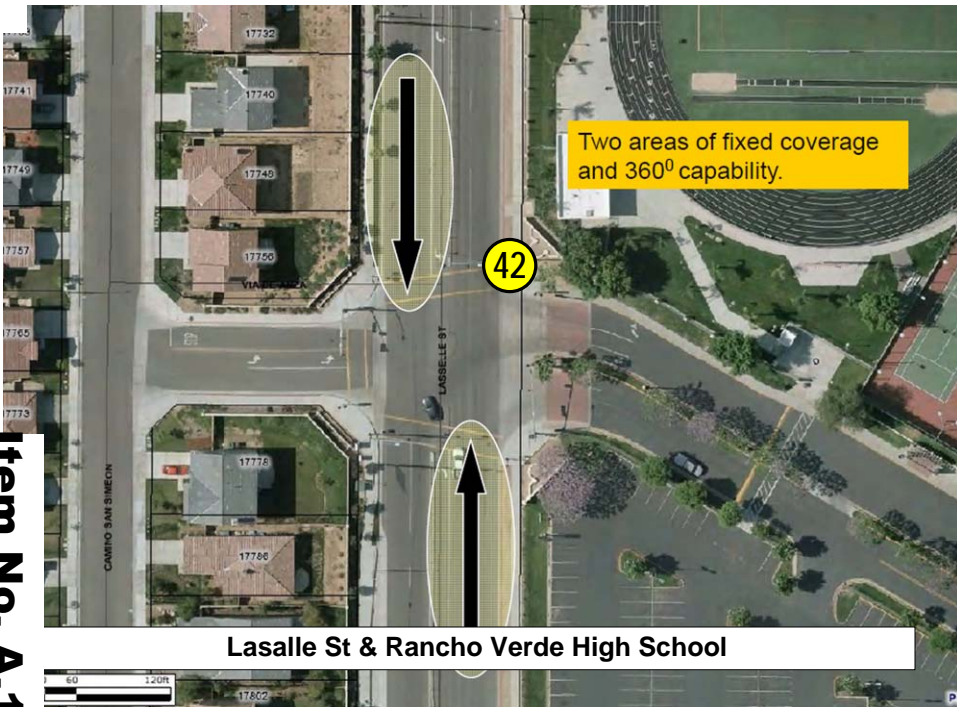
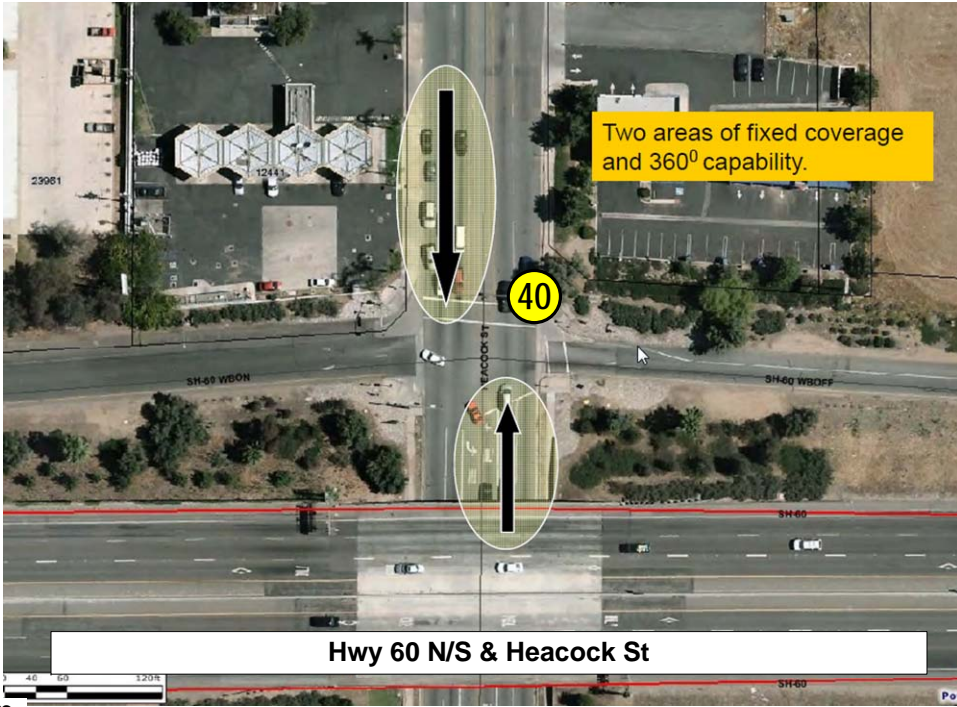




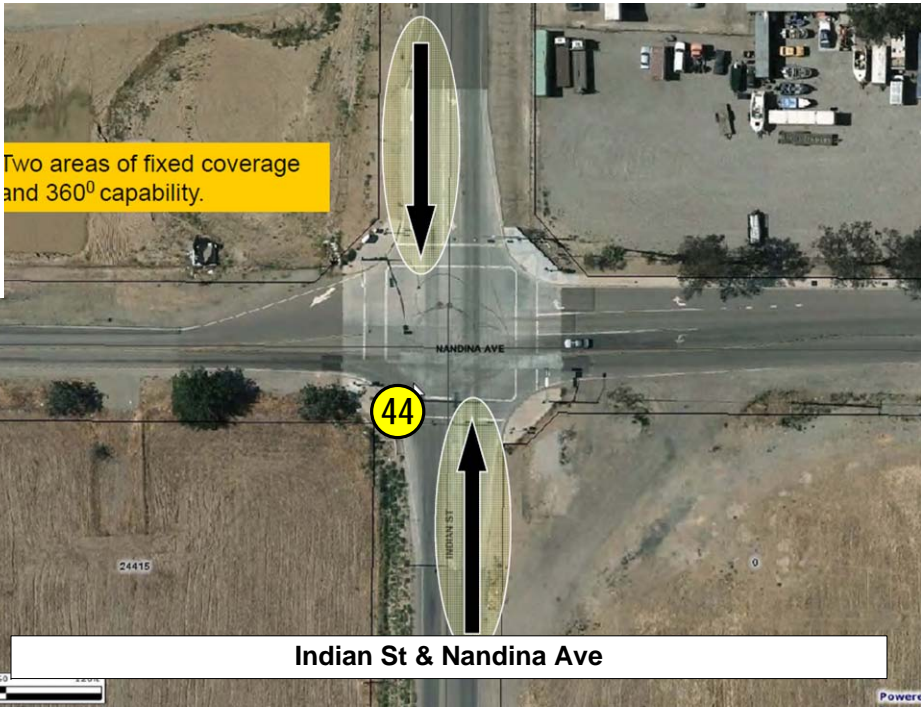




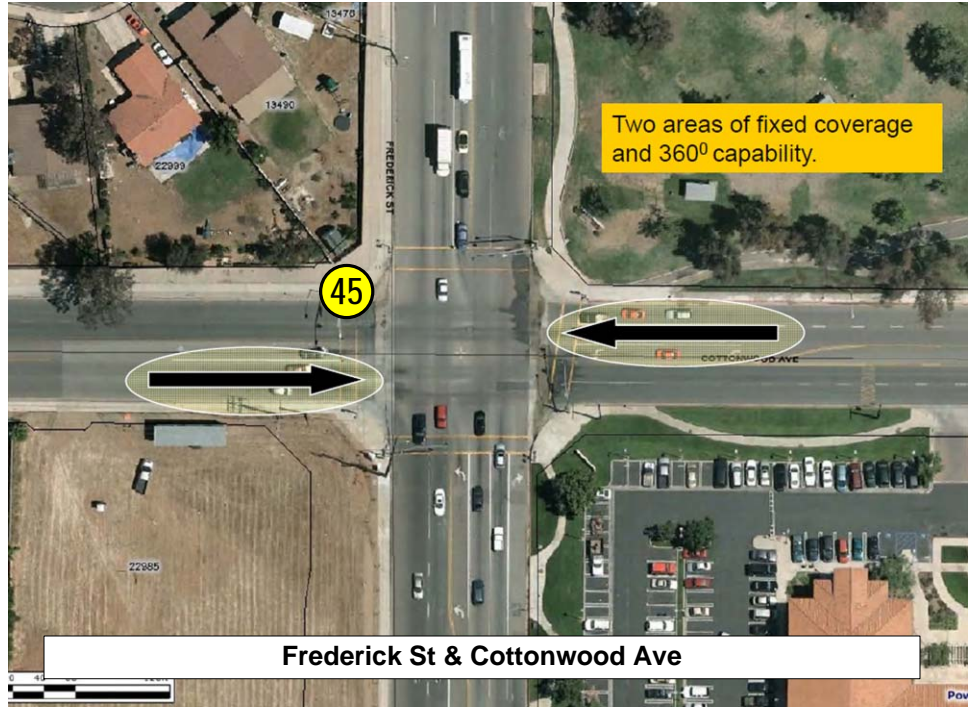








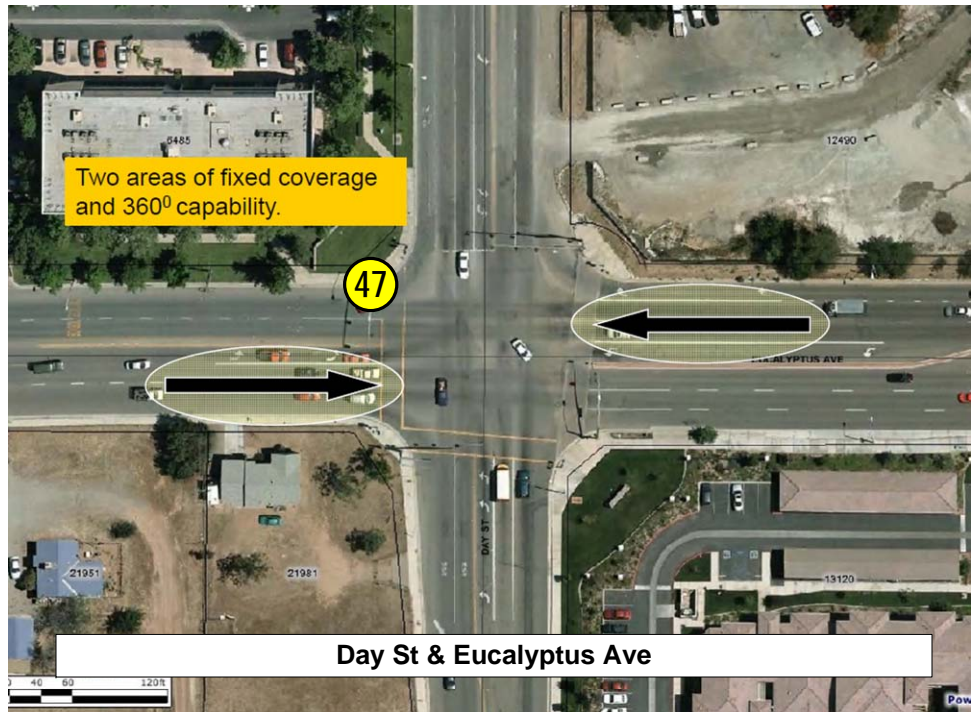
Indian St & Nandina Ave



Frederick St & Cottonwood Ave

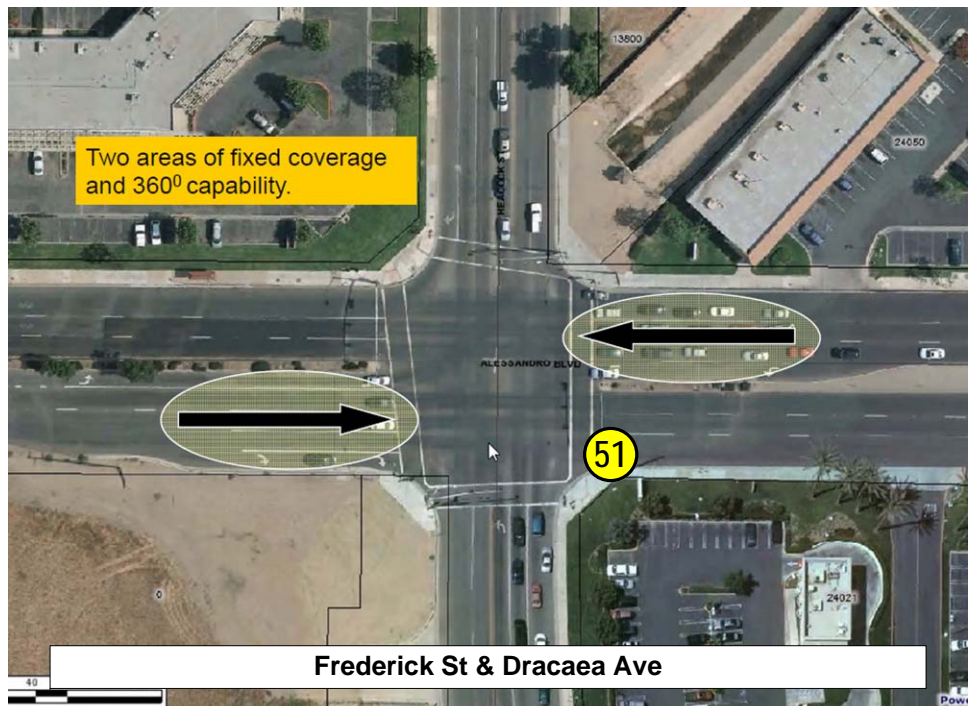
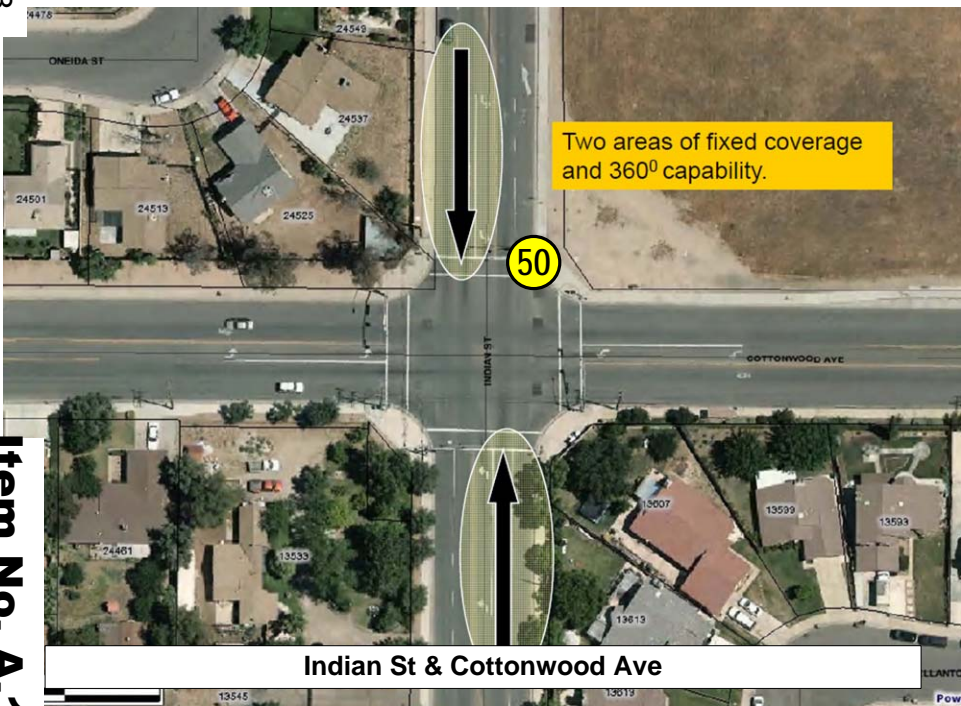
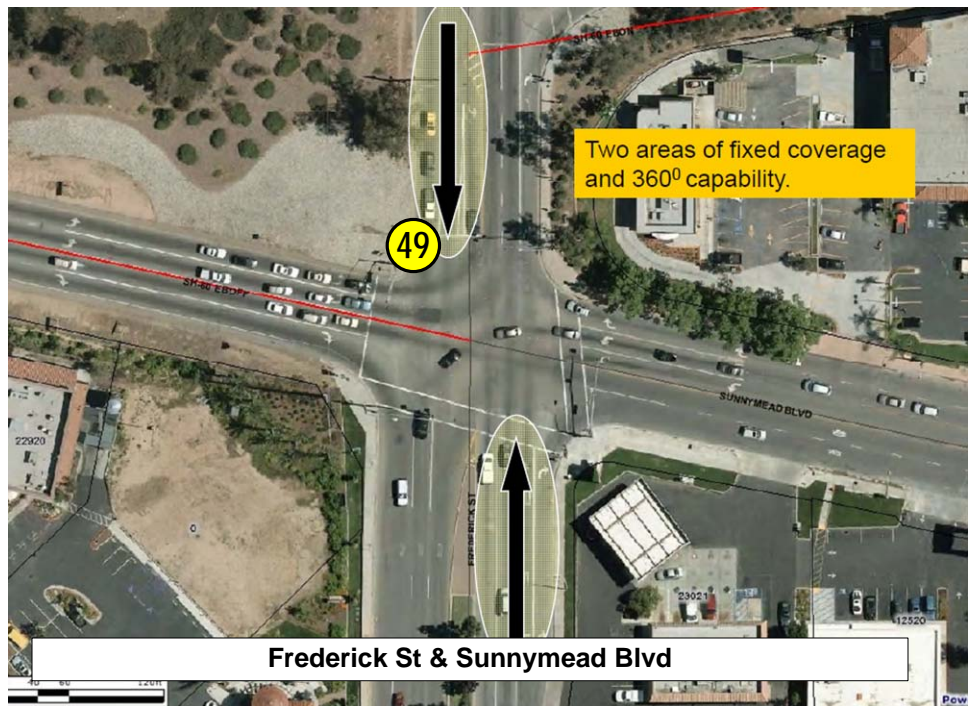
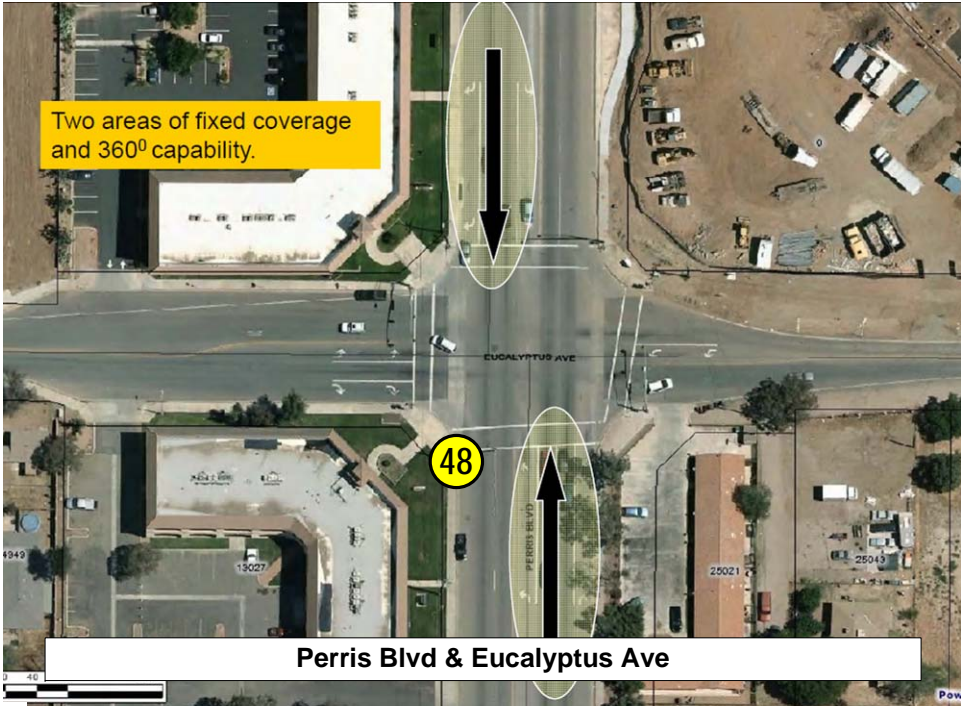


Perris Blvd & Cottonwood Ave

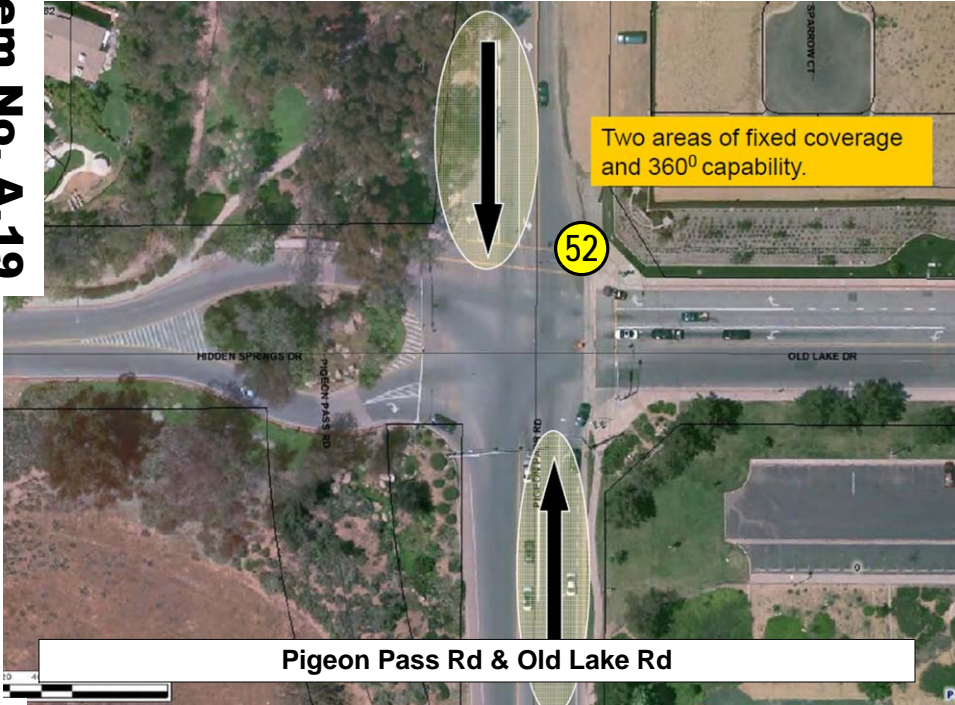


Day St & Eucalyptus Ave

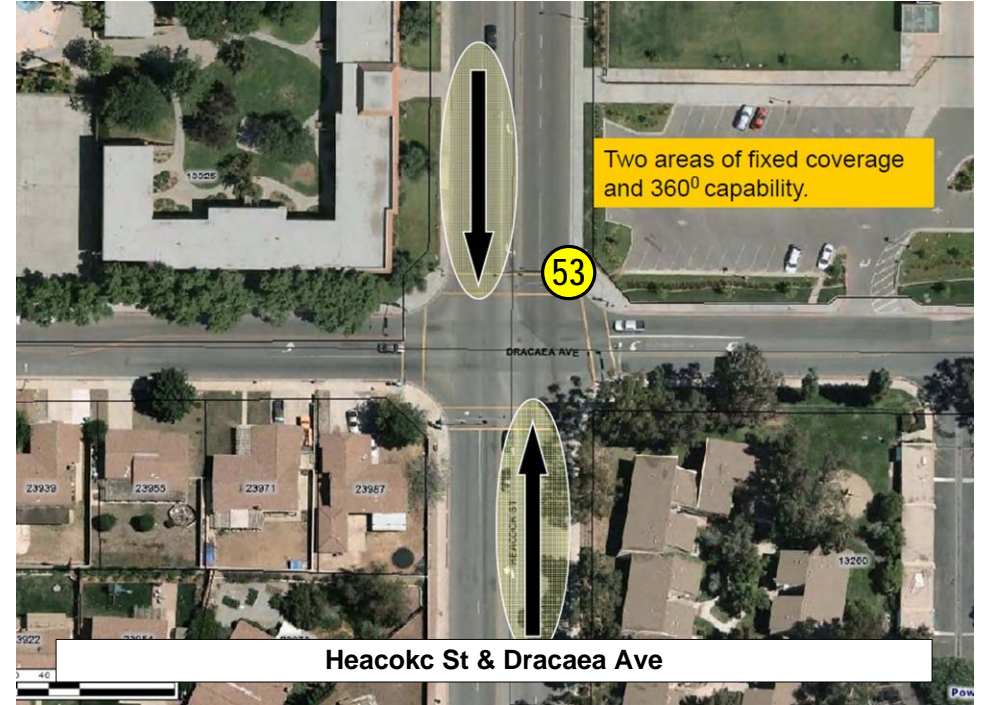




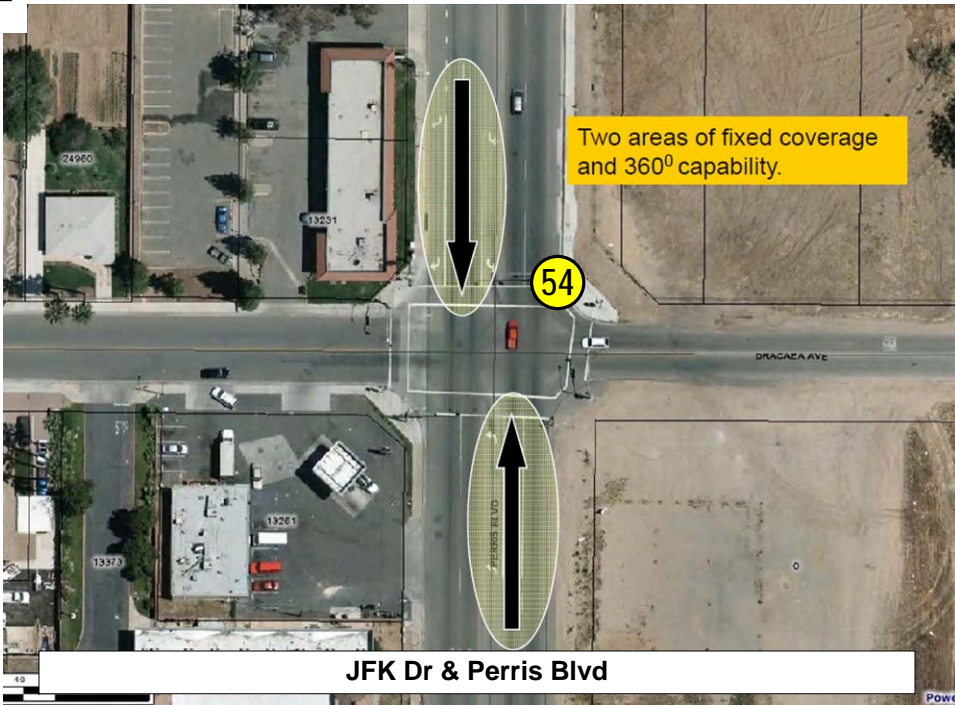




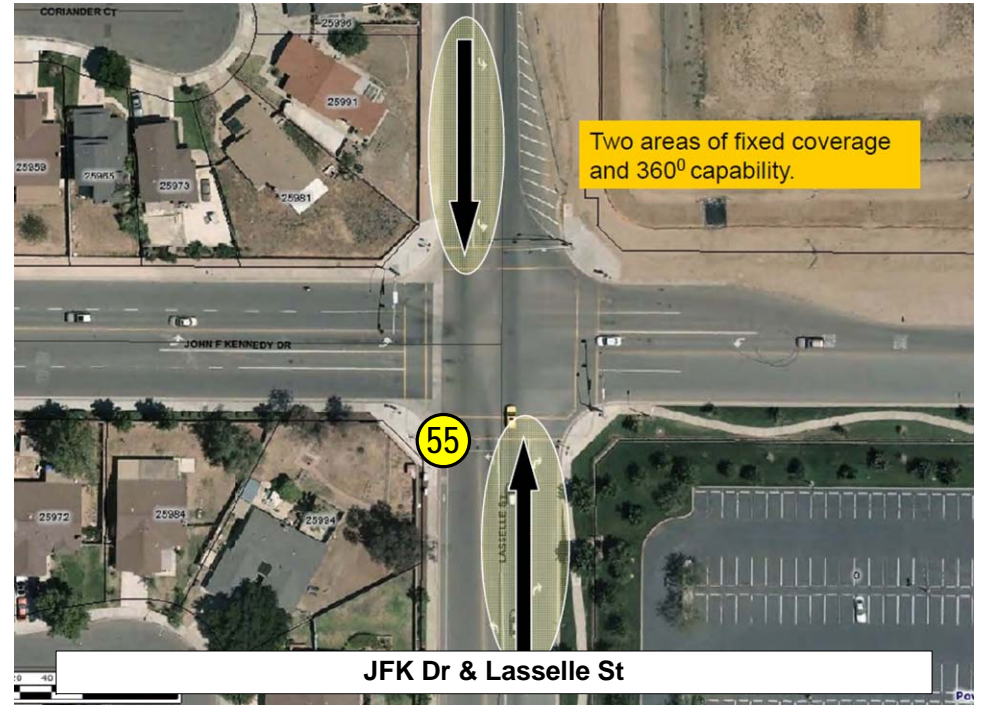
Pigeon Pass Rd & Old Lake Rd



Heacock St & Dracaea Ave

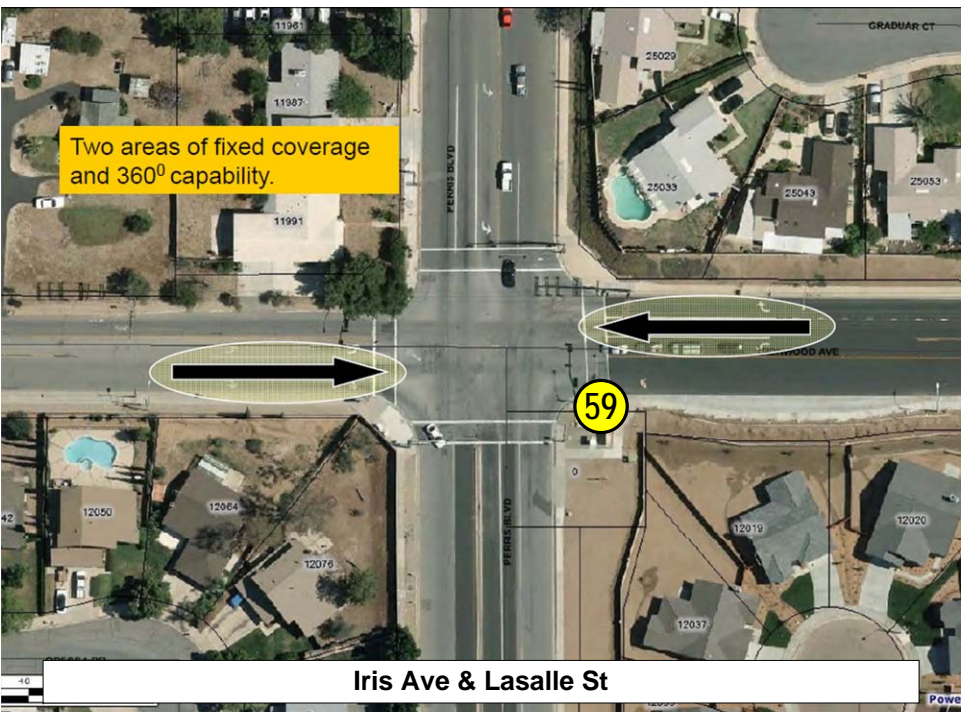
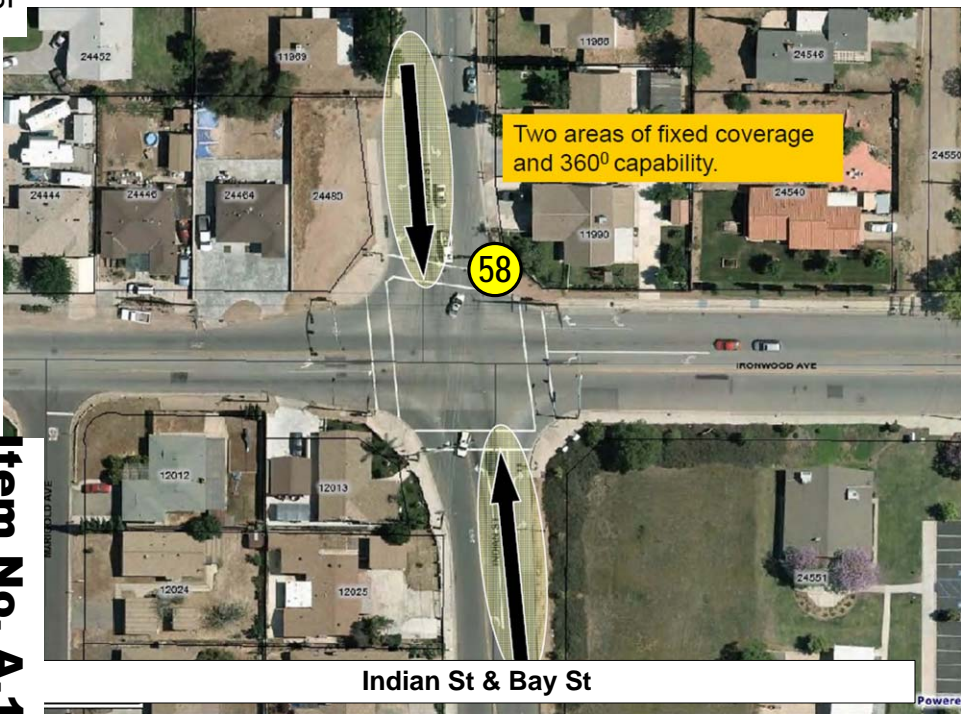
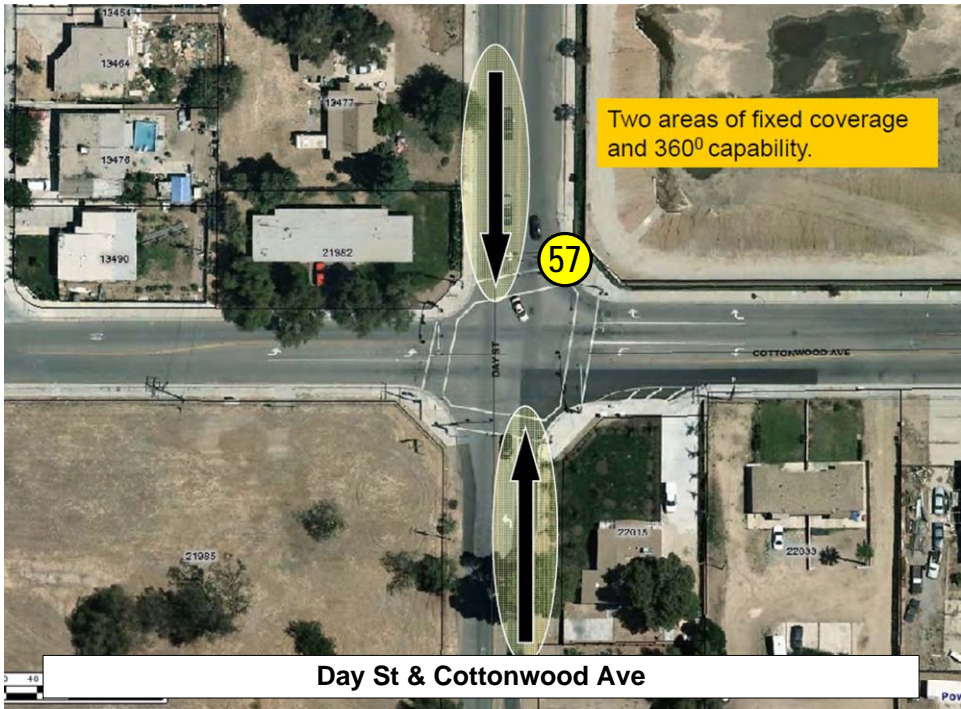


JFK Dr & Perris Blvd

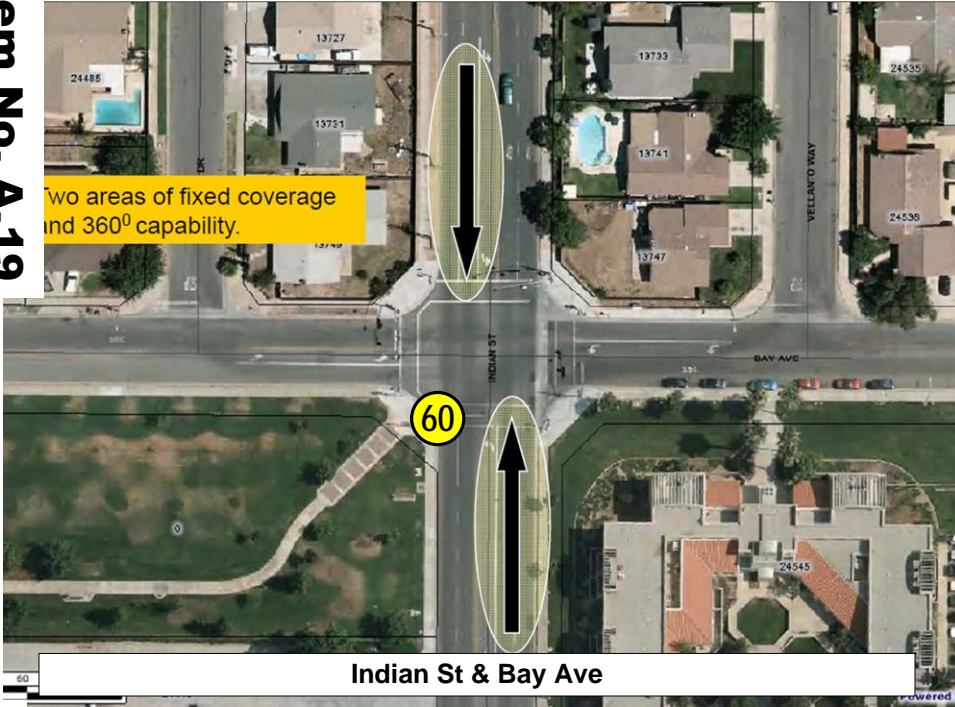


JFK Dr & Lasselle St





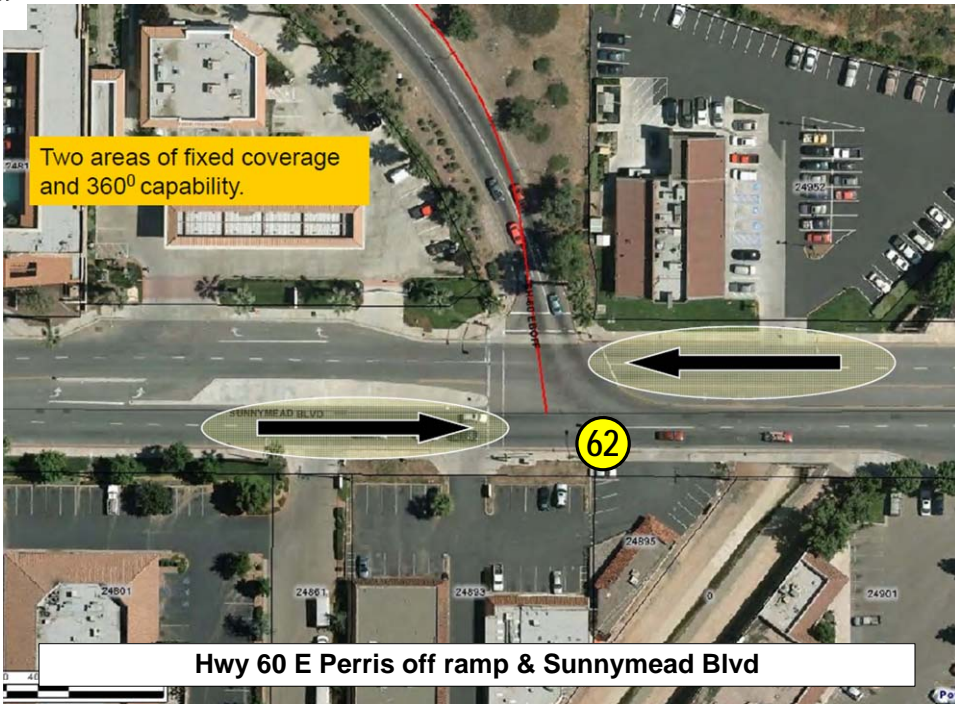




Indian St & Bay Ave



Kitching St & Alessandro Blvd



Hwy 60 E Perris off ramp & Sunnymead Blvd



Camino Flores & Gentian Park

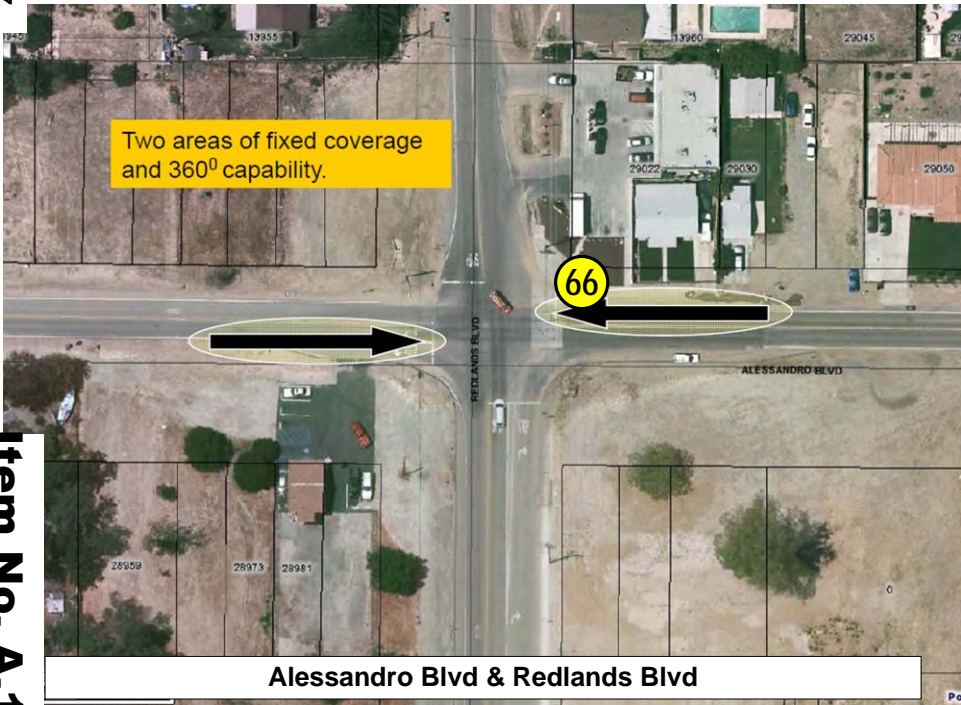




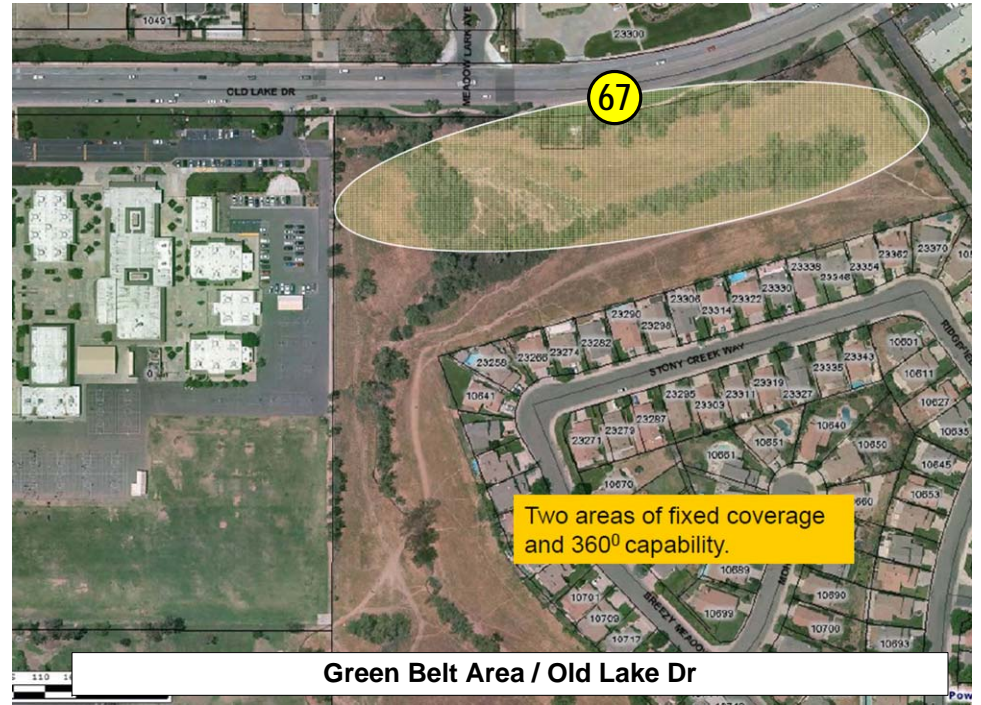
Heacock St & Ironwood Ave



Alessandro Blvd & Moreno Beach



Alessandro Blvd & Redlands Blvd



Green Belt Area / Old Lake Dr

## Appendix C. Park Camera Locations



-849-

Item No. A.19

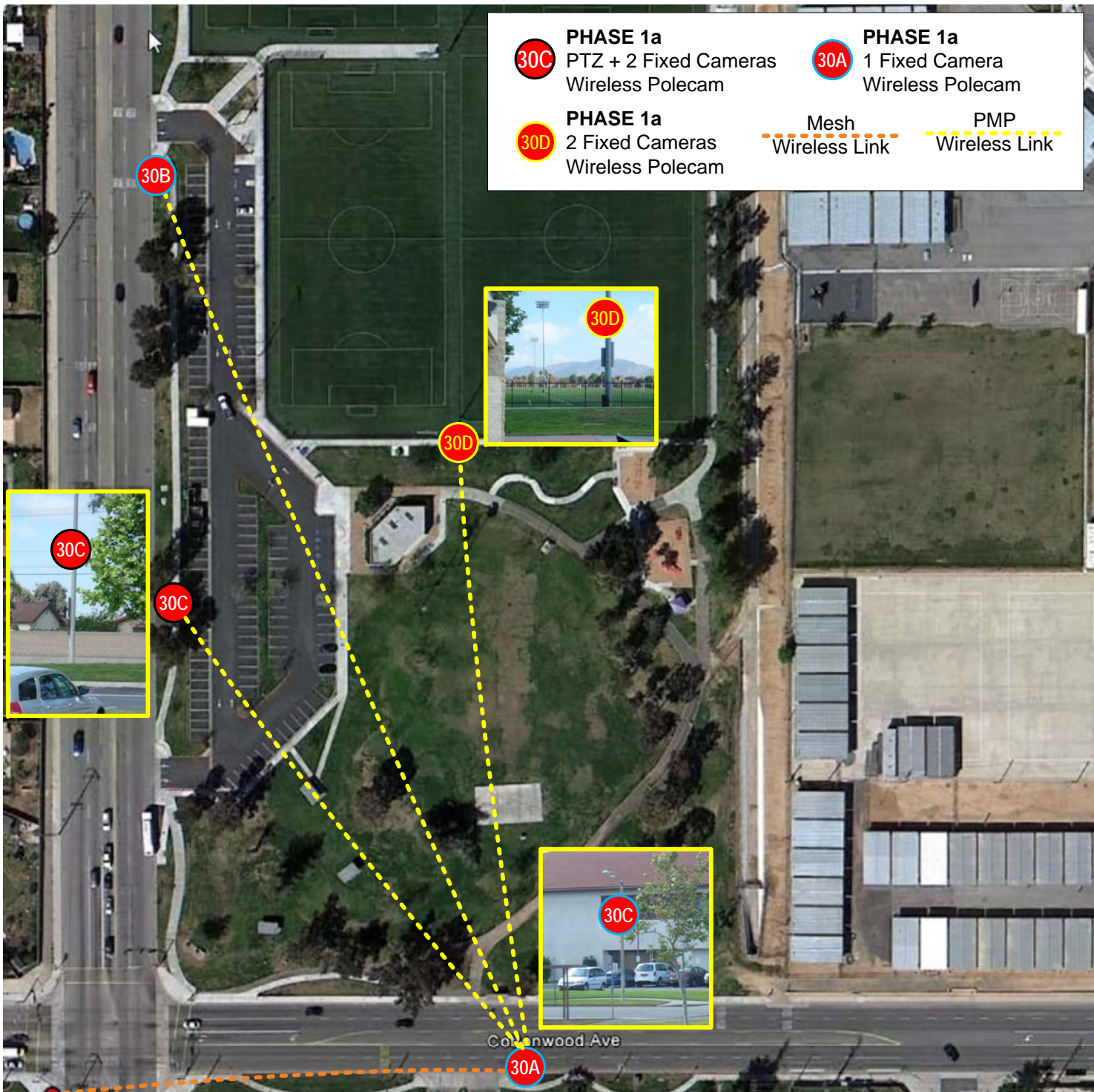


**29** PHASE 1a  
PTZ + 2 Fixed Cameras  
Wireless Polecam

Mesh  
Wireless Link

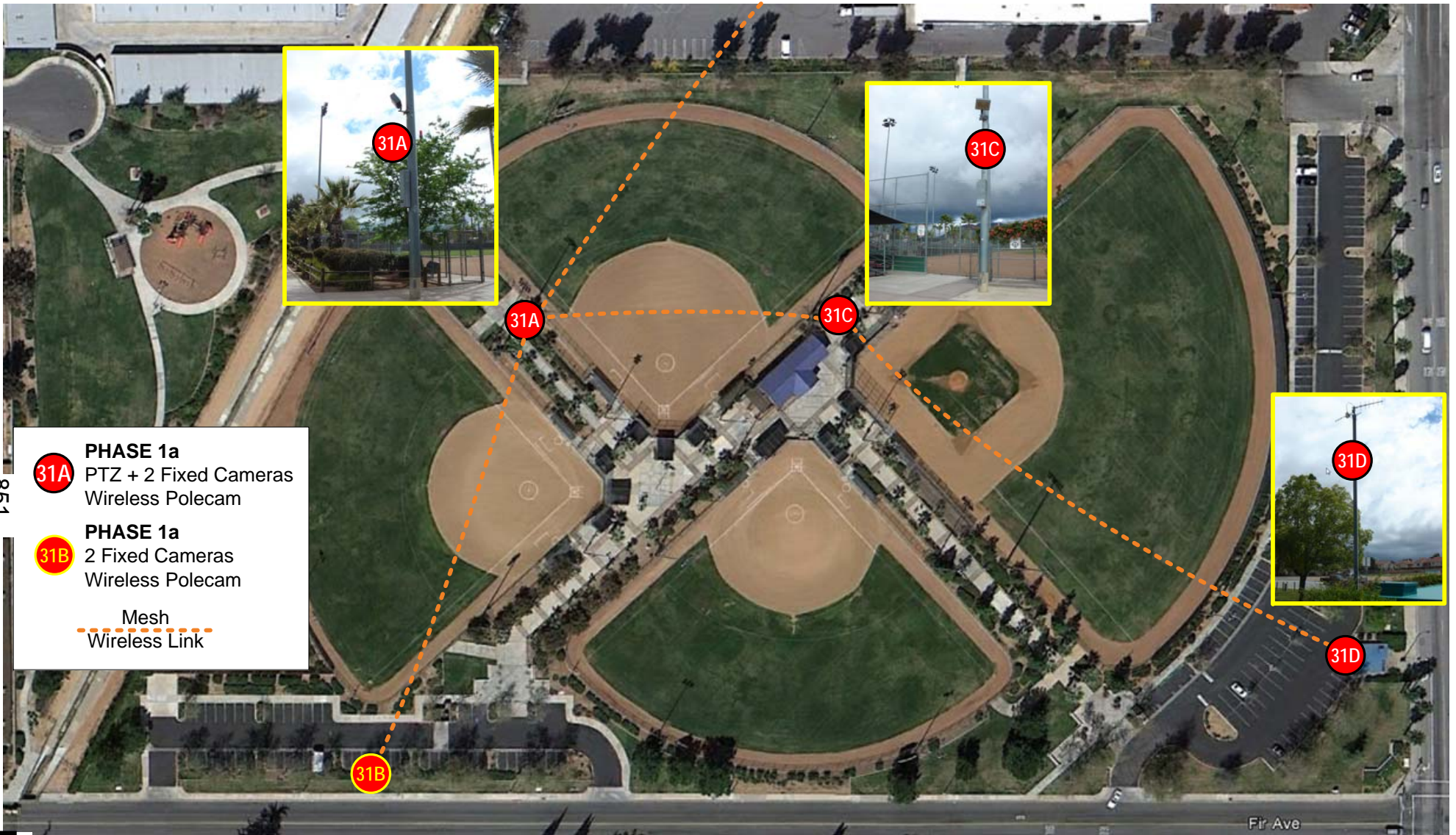
West Bluff Park





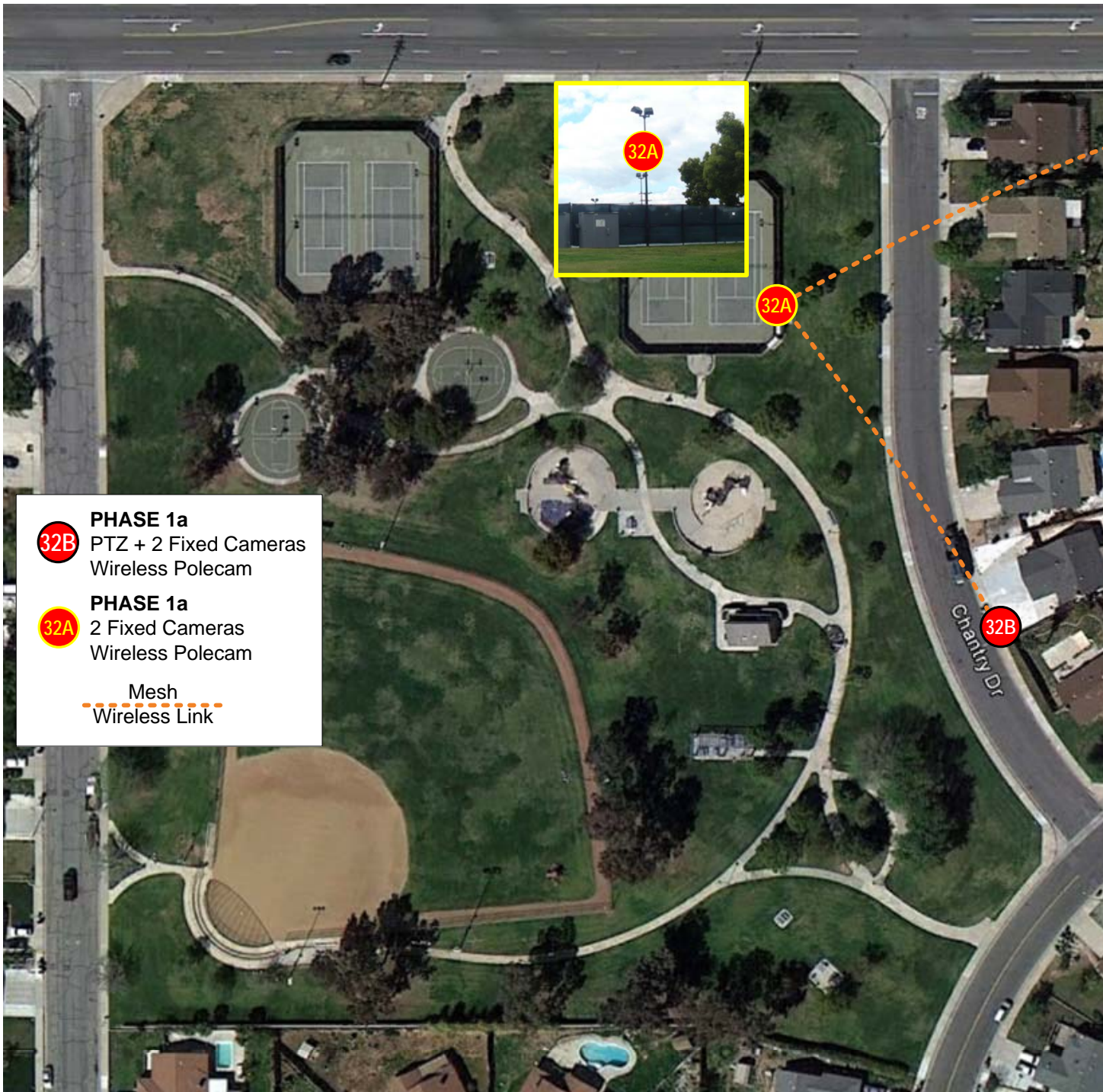
Moreno Valley Community Park





Sunnymead Park





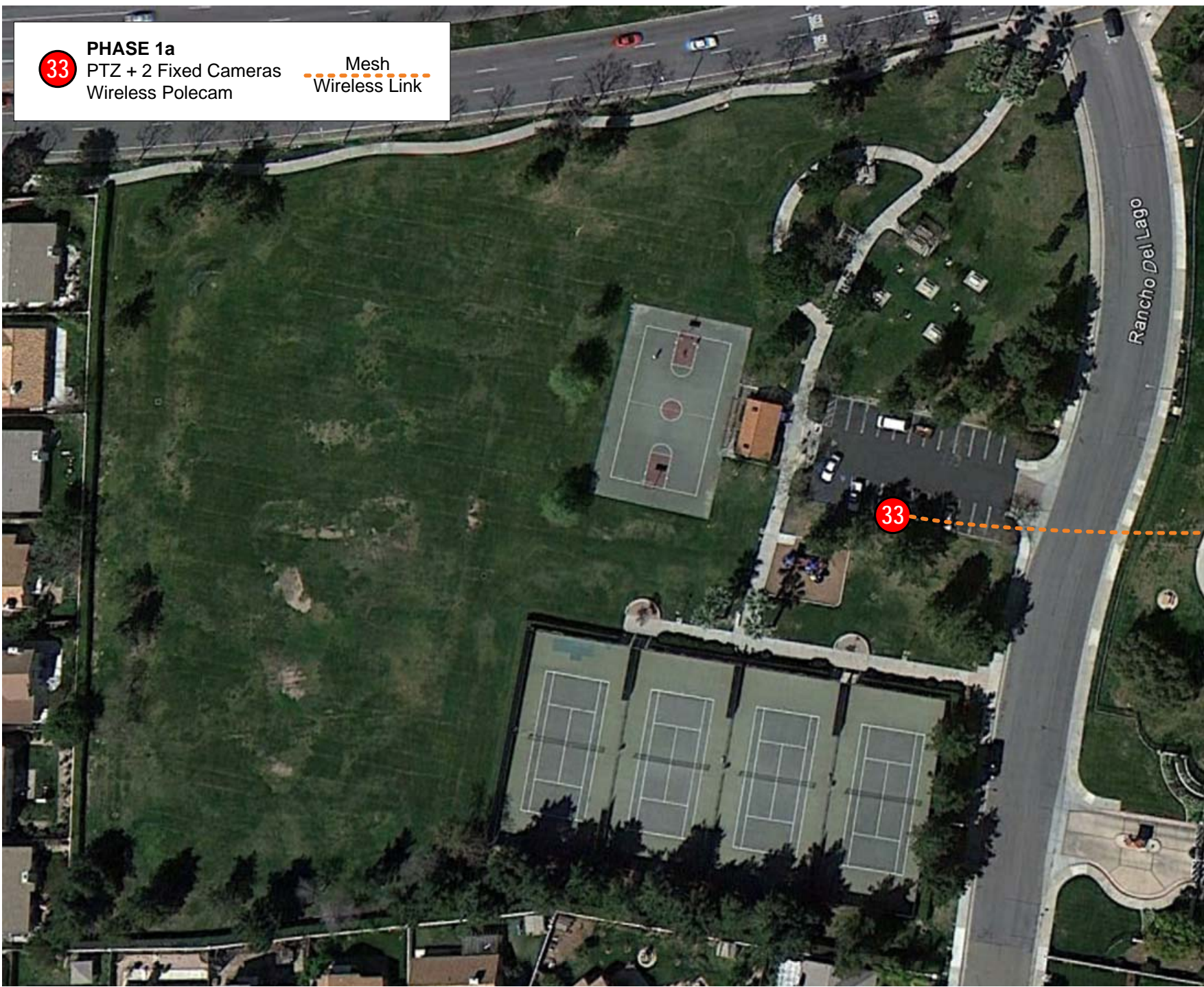
Woodland Park



33

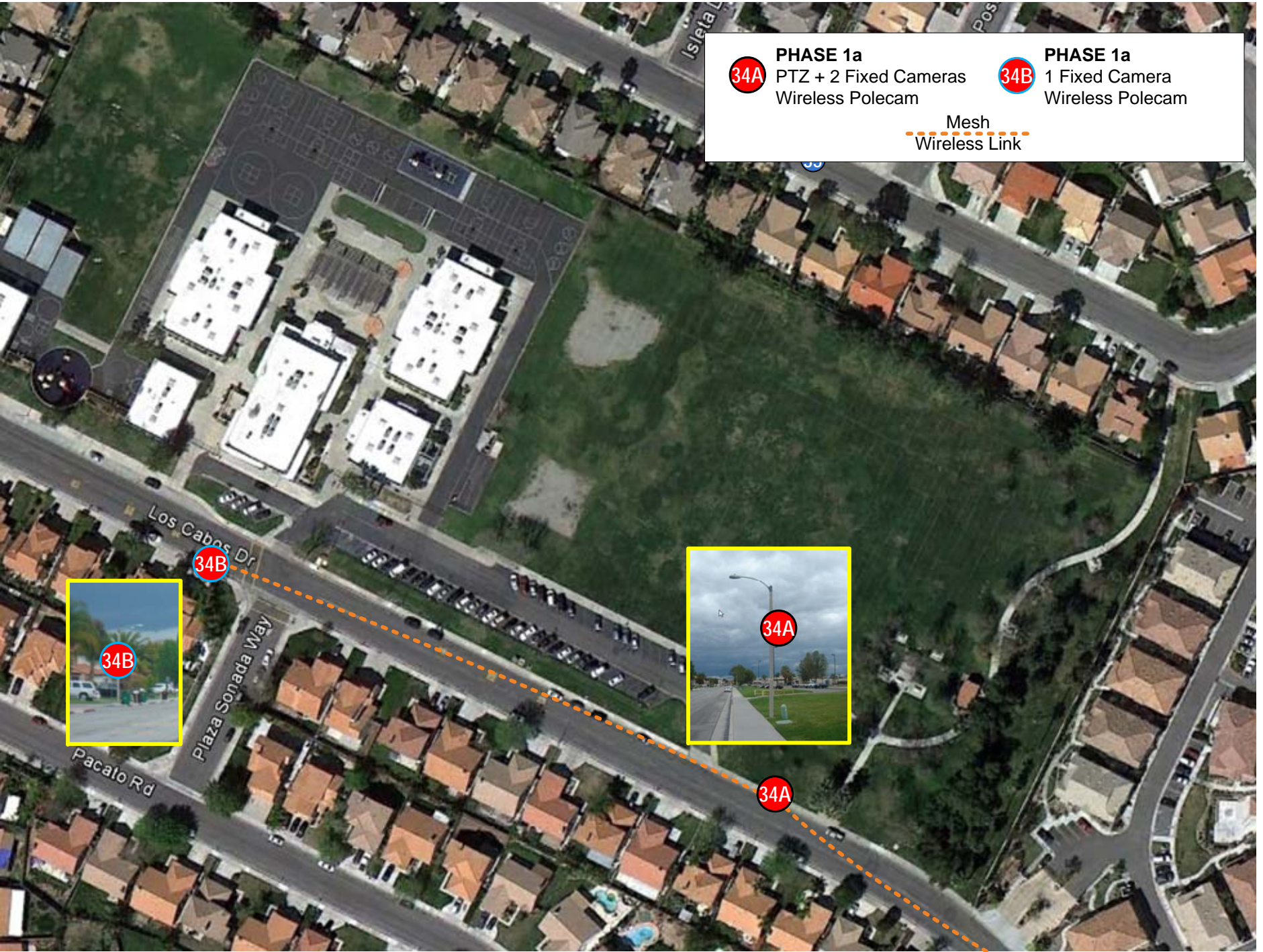
**PHASE 1a**  
PTZ + 2 Fixed Cameras  
Wireless Polecam

Mesh  
Wireless Link



Pedorena Park





Victoriano Park





Towngate Memorial Park

## GENERAL QUESTIONS:

Thank you for the thought and all the work that went into your proposal.

We are purchasing the CPUs and monitors for the monitoring room inside the police department. What are the specifications needed for the CPUs? How many CPUs will be needed to handle the six monitors per workspace? What is the cabling need from the CPU in the monitoring room to the IT closet?

We are also purchasing the equipment for the viewing room off of the lobby. Will a separate CPU be needed or can we run a cable from a monitor in the monitoring room to the community room? What type of cabling will your camera need for this room (i.e. cat5, cat6, rg59, rg6)?

Lights are not provided all night in the parks. How will this affect your camera solution?

One of the desired functions of the VMS was an audit log to track users logged into the camera system and be able to know what cameras were viewed and who downloaded what video feeds. Please state if your solution will accomplish this.

Explore the availability and use of fiber at the schools (Sunesys fiber).

Please address your on-going maintenance costs and software costs on a yearly basis. Be sure to include two camera cleanings per year as requested in the RFP.

The RFP stated that Cal ID uses DataWorks software for facial recognition. If DataWorks is not your solution please list where you currently have facial recognition software running through the Cal ID system.

Will your project manager be on site or remote only? If they are remote, will you have someone on-site that can make decisions without checking in with a real decision maker?

At your interview, you will need to provide proof of concept and the viability of your wireless and storage solutions. This will include recent (within a year) video that demonstrates your camera capabilities, VMS and analytics. Please show how

your VMS is user-friendly. The proof of concept must be relevant to our desire that is expressed in the RFP.

How do you purpose to integrate with the County's Tiburon CAD system?

We need a very detailed cost breakdown. The reason for this was to help us determine if we wanted to keep a location or forgo a location based on our needs. This means breaking down the cost by the following:

- Intersections (list of main equipment items) including overall cost
- Parks (list of main equipment) and overall cost
- Storage solution (wherever and however your solution works, include a list of the main equipment and the size of the storage) and cost
- Wireless solution (list the main equipment including model numbers)
- Analytics
- Integration (Whether PD or 3<sup>rd</sup> party)
- Maintenance
- Staff hours
- Bond or withhold a portion of payment

The above list is not all inclusive and is only meant to aid you in breaking down the cost. This list was provided to all vendors so you may have answered some of these questions in the original RFP.

Please explain how your solution and company should be chosen for this project over the other finalists. The four finalists are listed below with their VMS, recording, wireless, and camera solutions.

**Avrio**

ONSSI Ocularis, Pivot 3, FluidMesh, Redline, Bridgewave, Axis cameras

**CelPlan**

Genetec, Dell Server, Radwin and Cellular, Axis cameras

**Leverage**

Leverage VMS, Leverage LSN radio and storage on edge, Bridgewave and LSN, IndigoVision, Pelco, Sony, Axis, Bosch, IQinvision

**Pechanga**

Ipconfigure, EMC Isilon, Ubiquity, Axis cameras



## AVRIO

Please address your solution to record the existing 48 PD cameras and maintain the video for one year. What will the storage needs be and what will it look like.

Explain possible plan for future expansion of edge storage.

Discuss why a D1 (720 x 480) camera resolution. What if we want a higher resolution? How will that effect storage and bandwidth requirements?

Are you confident in FluidMesh integrated antennas, not external, as adequate for the project?

You state one of FluidMesh's radio key features of 100 Mbps via s/w plug-in (p.15). Please explain the purpose of plug-in and requirements to operate at 100 Mbps.

Discuss use of Box Springs as core wireless site and alternatives not on Box Springs that will cover the north valley.

Please provide the specifications for the equipment you wish to place on Box Springs Mountain. How many antennas will you need placed there and what size. Do you need floor space or rack space and how much? Discuss and explain the role of Avrio Sensor Scene as a middleware to CAD integration.

Explain your storage selection of Pivot 3. What makes Pivot 3 the best solution? Is it supported in a Windows Server 2008, not 2003, environment.

Address maintenance and support issues at the Fresno County Sheriff's Office.

Who will provide the four hour response for initial repair issues?

Address one-way communications with the parks. We want to be able to be heard on a speaker at the parks, but not to hear or record the conversations at the parks.

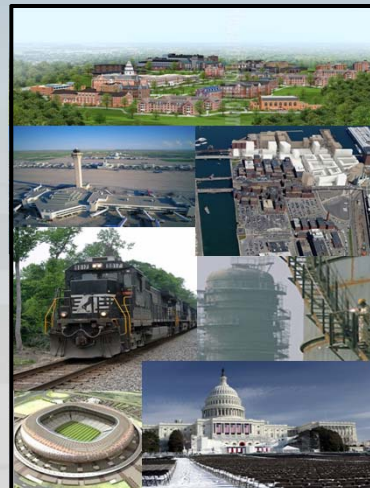
# Moreno Valley Citywide Camera Surveillance System

Avrio RMS Group Presentation – May 30, 2012



## Avrio RMS Group Solutions

- Wide area wireless video surveillance systems
- Command and Control (C2) video walls and command workstations
- Interoperability and integration software applications including analytics, computer aided dispatch, gunshot detection and other public safety related systems



## Why Avrio RMS Group

### 100% Focused on Public Safety Solutions for Municipalities and Government Agencies

- Focused exclusively on Municipal and Federal Government wide area and IP surveillance solutions
- Our depth and breadth of experience in the Public Safety market
- Broad integration experience specifically around IP-Surveillance platforms and analog and/or proprietary camera systems integration
- Highly skilled wireless engineers as well as software engineers ensures total solution works as promised

## Proven Performance







PITTSBURGH SUMMIT 2009

INCAA MARCH MADNESS

YORK TO SUPER BOWL ARIZONA 2008




## Proven Success

<ul style="list-style-type: none"> <li>▪ <b>Chicago:</b> Largest camera integration project in the Country, 2003 – present.</li> <li>▪ 1,200+ cameras connected using mesh, wireless point to point, copper and cellular, over 200+ mi<sup>2</sup></li> <li>▪ Thousands of legacy cameras from schools, banks and private businesses integrated within the new network</li> <li>▪ Internationally acclaimed, studies have shown a \$4.29 savings for The City for every \$1 invested*</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>Denver:</b> Designed and deployed a 75 camera system across the City ahead of the Democratic National Convention in August of 2008.               <ul style="list-style-type: none"> <li>- Accommodated venue change with less than 2 weeks notice</li> </ul> </li> <li>▪ Flexible and scalable design has enabled the City to grow to 200+ cameras since '08</li> <li>▪ DPD has shown a 50% reduction in time/cost spent investigating and prosecuting crimes with video evidence.**</li> </ul>
<ul style="list-style-type: none"> <li>▪ <b>St. Paul:</b> Concurrent with '08 DNC in Denver, we built a similar system in St. Paul, presently still expanding.</li> <li>▪ Developed custom web application to allow 500 agents from 30 different agencies to simultaneously view any public/private cameras in area.</li> <li>▪ Deployed cutting edge wireless mobility network to allow live viewing of dash-mounted cams in squad cars as they move throughout the city.</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>Buffalo:</b> 100% wireless video network across city supporting over 200 cameras currently</li> <li>▪ System elegantly scaled from 30 cameras to 200+ while maximizing equipment utility. (Zero equipment loss)</li> <li>▪ Built complete Command &amp; Control room</li> <li>▪ Video system integrated with CAD for automatic camera selection and positioning of 911 events.</li> <li>▪ Video Analytics for exception based monitoring</li> </ul>

\*\*<http://www.urban.org/uri.cfm?ID=412403>  
 \*\*<http://www.public-safety-tech-academy.com/video/funding/funding-grants/>

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## Proven Experience

City of Pittsburgh, PA

- Over 250 Cameras integrated into IP-Surveillance head-end and command and control. Included conversion of analog cameras from PennDOT

Minnesota Department Of Transportation

- Wireless system allowing for the collection and live monitoring of video from moving vehicles

FBI


- National License Plate Recognition system

Department of Homeland Security

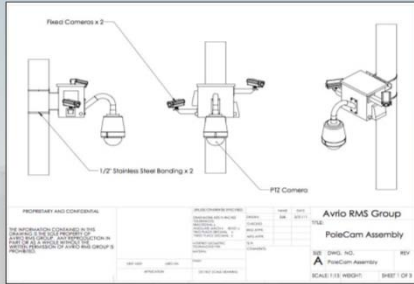
- Wireless camera systems on the Northern and Southern borders as well as the integration of disparate systems including ground sensors

Cayman Islands

- Territory-wide wireless video surveillance system across the Cayman Islands

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## The Solution



- Hybrid Wired/Wireless Approach
- Proven PODSS with multiple configuration options (77 ~ 215 Cameras)
- High performance Cameras from Axis
- Bridgewave and Redline for Core Backhaul links, Fluidmesh for street level wireless camera clusters
- ONSSI Ocularis head-end and 30 days of minimum storage using Pivot3 RAID 6E servers
- A Proven Approach!

## The PODSS

### Field Proven Portable Outdoor Digital Surveillance System (PODSS)



- Cast aluminum enclosure – (PoleCam)
- Installed in dozens of Cities with extreme heat (Phoenix, AZ), humidity (Charleston, SC) and cold weather (Buffalo, NY) conditions
- NEMA 4 Rated
- Surge suppression, dual power supplies, exhaust fan, steel banding
- Multiple configuration options including PTZ w/ dual fixed cameras
- Can house on-board computer, additional radio's e.g., WiFi or 4G LTE, gunshot detection sensors and LPR cameras

## PODSS (Continued)

### Field Proven Portable Outdoor Digital Surveillance System (PODSS)



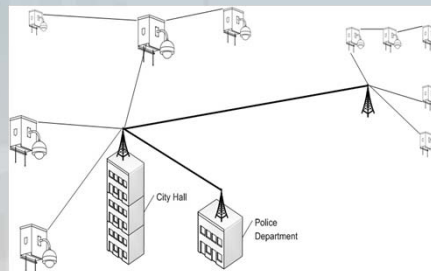
- Axis Q6032-E, 35X optical zoom, 4CIF Resolution
- Tremendous low light capability
- Fast pan/tilt response times
- Proven, field tested, great for patrols
- Can exchange for any camera



- 5 Megapixel (MP) HD Camera 1080p
- 3.5-10 mm day/night varifocal lens
- H.264 encoding
- Two way, full duplex audio support

## Wireless Approach

- Carrier Class Backhuls
- Micro-Meshes with unlimited scalability
- Point-to-Multi-point options
- Fiber for improved reliability
- High Quality, Fluid Video
- Quality of Service support for Wi-Fi options





## Software Overview



- ONSSI Ocularis with NetEVS recording for 216 cameras
- Open Architecture, Non-Proprietary Video-Centric PSIM (Physical Security Information Management) for Large Enterprise
- Scalable Functionality; NVR to PSIM
- Multiple Recording Platforms and Video Clients
- Universal Camera and Hardware Support
- Modular, Optional Functionality
- Best-of-Breed Solution Integration
- Advanced Human Engineering; Intuitive Functionality

## Overview of Training

### Full training program for up to 25 City employees and contractors

- Avrio RMS Group will provide all materials custom tailored to DPD's specific solution
- All hardware and software will be covered in the training program
- Administrative training is included and will be in a "train the trainer" format
- Will use certified trainers or instructors for all courses
- Included in price is two (2) classes, each a full day and an additional one (1) day for administrator training



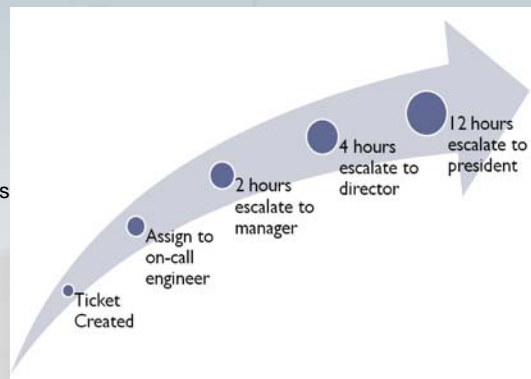
## Project Plan

Project Plan			
Milestone Description	Duration	Start	End
Proposal Awarded – June 12th or 26th	1		
Milestone #1 - Detail Design & Signoff / Order / Begin PoleCam Production	20	7/2/2012	7/30/2012
Milestone #2 – Monopole, rooftops, tower equipment installations	30	7/30/2012	8/31/2012
Milestone #2 - Installation and Integration of Wired Infrastructure and Head End Equipment	20	9/3/2012	9/28/2012
Milestone #3 - Installation of PoleCams, Wireless Infrastructure and VMS Server	50	9/17/2012	11/16/2012
Milestone #4 - System Testing and Training	5	11/19/2012	11/23/2012
Milestone #5 - Post Installation Documentation /Moreno Valley Project Signoff	5	11/26/2012	11/30/2012

## Support and Maintenance Plan

### World-Class Support Built Specifically For These Solutions

- 24x7x365 help desk/remote support
- Guaranteed response times/SLAs
- Field level support
- Sparing solution (complete PODSS, major components, cameras, etc)
- All firmware, patches, software updates included
- Extended Warranty
- Staffed by certified engineers



# Pricing Structure

Qty	Description	Qty/Pr	Core	North	South	East	West	NorthCr	SouthCr	Center	WestCr	Portable	F20	F30	F31	F32	F33	F34	F35	Price	Est Price	
<b>Core/Edge Hardware</b>																						
10	Switch Module	AviSwitchM11200M-400		12	10	6	9	20	21	22	13	1	1	5	7	1	1	1	5	\$461	\$60,150	
10	Switch License	AviSwitchM11200M-400		10	10	4	5	18	17	16	6	3	1	5	6	3	1	3	5	\$61	\$60,840	
10	Switch License	AviSwitchM11200M-60		2		2	4	11	4	0	7				1					\$1,104	\$40,848	
<b>Mounting Hardware and 24x Installation Supplies</b>																						
	Bracket	AviBrack		6	17	17	13	14	48	31	14	18	6	2	0	11	5	2	5	8	\$98	\$13,790
	Bracket	AviBrack 40 400 radio, with, post, 1 connector			2	2															\$1,411	\$20,647
	Bracket	AviBrack 400 2000 radio, with, post, 1 connector																			\$5,915	\$85,409
	Bracket	AviBrack 111 100 400 Mbps w/2 ant																			\$25,789	\$353,562
	Bracket	AviBrack 111 200 400 Mbps w/2 ant																			\$21,569	\$291,638
	Bracket	AviBrack 1																			\$16,028	\$216,028
	Bracket	AviBrack 1																			\$24,051	\$324,051
	Bracket	AviBrack 1																			\$5,915	\$85,409
	Bracket	AviBrack 1																			\$6,364	\$84,944
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	Bracket	AviBrack 1																			\$5,915	\$85,409
	Bracket	AviBrack 1																			\$5,915	\$85,409
	Bracket	AviBrack 1																				

## Question 1

- ***What are the specifications needed for the CPUs? How many CPUs will be needed to handle the six monitors per workspace? What is the cabling need from the CPU in the monitoring room to the IT closet?***

- We recommend that two Workstations be used to power 6 monitors, our normal recommendation is 4 monitors per workstation with minimum 1GB Video Card. Cat 5e or Cat 6e would work for connecting the CPU box(s) to the IT Closet switch. We do recommend that the Switch have GIG Ports.

- **Recommended Workstation Spec**

- Intel Core Quad Core 3.0 GHz or better
- 4 GB of RAM or better
- 80 GB hard drive for OS and Security Center/Synergis applications
- [QUAD]3D graphics card required w/ Direct3D support (1.5GB or better, x16 )
- 1600 x 1200 or higher screen resolution
- 1000/GIG Ethernet Network Interface Card
- 16x DVD+/- RW Drive1
- Sound Card

## Question 2

- ***Will a separate CPU be needed or can we run a cable from a monitor in the monitoring room to the community room? What type of cabling will your camera need for this room (i.e. cat5, cat6, rg59, rg6)?***

- We recommended that a separate CPU workstation be purchased for this room. This will ensure that performance of the video is not compromised and that camera rights and protocols can be followed. This will make sure that we can implement the "kill" button that will disconnect the user from viewing the video immediately after the button is pressed, and when certain video is not to be shared in the lobby video monitor. The Software also has the feature to push required video from any client location to any client CPU workstation, if necessary. CAT5e/6 cabling is required.

### Question 3

- **Lights are not provided all night in the parks. How will this affect your camera solution?**

- Since the lights in the park are switched off at some time during the night that is still ok. There has to be a contactor at the pole base which should have a constant hot on the line side and a control circuit coming from either a time clock or some type of energy management system. If that is the case, our electrician will have power at the pole and the only thing we would have to do is to install a step down transformer (already priced by Snowden). If there is no contactor at the base of the pole then there has to be a switch circuit going to the pole from a contactor or relay somewhere in the area. If so, our electricians can then install a constant hot circuit from the contactor or relay to the pole light. If the circuit is not 120-volt then we would have to install a step down transformer (already priced by Snowden).

### Question 4

- **One of the desired functions of the VMS was an audit log to track users logged into the camera system and be able to know what cameras were viewed and who downloaded what video feeds. Please state if your solution will accomplish this.**

- As stated in page 22 Section 4.3 of our response, ONSSI logs all operations in the Image Server log and Recording Server log. Clients connected with the Ocularis Client have the ability to log to the system thereby providing that functionality.

## Question 5

- **Explore the availability and use of fiber at the schools (Sunesys fiber).**
  - Availability of leased fiber from Sunesys in some Moreno Valley schools can provide an additional gateway for traffic from cameras at locations where access to city fiber or RF line-of-sight surpasses the cost of providing a wireless connectivity solution. According to Sunesys's existing infrastructure map for Moreno Valley, dark fiber does not extend to the EOC. The solution will require extending the Sunesys fiber to the a City Fiber PoP (point-of-presence) or wireless to the core location at the EOC.

## Question 6

- **Please address your on-going maintenance costs and software costs on a yearly basis. Be sure to include two camera cleanings per year as requested in the RFP.**
  - Avrio RMS Group included year 1 costs in our base price for both maintenance and software. Maintenance includes all software SUP renewals as well as 24x7x365 help desk, field level support, sparing solution, advanced RMA's and 2 camera cleanings per year. In essence, all material and labor is included in the annual contract. Subsequent year's pricing was included in the pricing proposal for years 2 through 5.



## Question 7

- **The RFP stated that Cal ID uses DataWorks software for facial recognition. If DataWorks is not your solution please list where you currently have facial recognition software running through the Cal ID system.**
- The Face Plus product from DataWorksPlus will recognize images gathered by the video surveillance cameras on this proposal. Current FacePlus requires manual entry of images from any source such as ATM machines, scanned images, and video JPEG from any VMS system. DataWorksPlus is currently testing their new case management tool that will allow the user to play a video stream and stop it at an image consider to have the best frame to run against the images in the mug-shot detection database for a facial match. Our solutions will support either mechanism.

## Question 8

- **Will your project manager be on site or remote only? If they are remote, will you have someone on-site that can make decisions without checking in with a real decision maker?**
- Yes, Avrio RMS Group will assign an onsite project manager for the duration of the project. The project manager will have decision making rights and will manage our local electricians, wireless, and system engineer(s) as well as all client and consulting subcontractor communications.

## Question 9

- ***At your interview, you will need to provide proof of concept and the viability of your wireless and storage solutions. This will include recent (within a year) video that demonstrates your camera capabilities, VMS and analytics. Please show how your VMS is user-friendly. The proof of concept must be relevant to our desire that is expressed in the RFP.***

- See Demonstrations

## Question 10

- ***How do you purpose to integrate with the County's Tiburon CAD system?***

- Our PantaScene product was built to integrate with any event based system that provides an open interface for listening to XML based events. PantaScene is being used by Cities across the country to integrate various types of systems including computer aided dispatch, gunshot detection, NOAA weather alerts, Web 2.0 hits, and CBRN sensors, etc. Tiburon integration is currently on our roadmap and under development as we are implementing this for several of our customers using the Tiburon CAD system including Allegheny County, PA among others.

## Question 11

- **We need a very detailed cost breakdown. The reason for this was to help us determine if we wanted to keep a location or forgo a location based on our needs.**

Mfg/PN	Core	North	South	East	West	NorthCtr	SouEast	Center	WestCtr	Portable	P20	P30	P31	P32	P33	P34	P38
Total Nodes	5	5	3	4	17	8	11	4	3	1	4	4	2	1	2	3	
Wireless Overhead	\$770																
Wireless Equipment	\$1,858	\$12,531	\$13,281	\$14,390	\$13,970	\$12,317	\$13,709	\$12,547	\$15,571	\$8,139	\$10,451	\$8,427	\$10,930	\$9,871	\$10,451	\$8,978	\$9,678
Services	\$5,189	\$7,788	\$11,687	\$6,814	\$5,571	\$8,274	\$5,661	\$9,081	\$	\$6,278	\$5,861	\$6,006	\$5,784	\$6,278	\$5,189	\$5,189	\$5,189
Camera Licensing	\$698	\$698	\$698	\$698	\$698	\$698	\$698	\$698	\$698	\$465	\$698	\$465	\$640	\$582	\$698	\$465	\$543
Headend Overhead	\$1,220																
Cost/node/intersection - ALL	\$22,266	\$25,616	\$30,623	\$25,330	\$22,434	\$26,580	\$22,754	\$29,198	\$12,452	\$21,275	\$18,202	\$21,424	\$20,035	\$21,275	\$18,480	\$19,258	\$19,258
Cost/node/intersection-w/o Core	\$20,408	\$23,758	\$28,765	\$23,471	\$20,576	\$24,721	\$20,896	\$27,339	\$10,594	\$19,416	\$16,343	\$19,566	\$18,176	\$19,416	\$16,622	\$17,400	\$17,400
Cost/node/intersection-w/o Core w/o Headend	\$18,188	\$22,038	\$27,045	\$22,352	\$19,366	\$23,501	\$19,676	\$26,120	\$9,374	\$18,197	\$15,124	\$18,346	\$16,957	\$18,197	\$15,402	\$16,180	\$16,180

## Question 12

- **Please explain how your solution and company should be chosen for this project over the other finalists. The four finalists are listed below with their VMS, recording, wireless, and camera solutions.**
- **Avrio**  
ONSSI Ocularis, Pivot 3, FluidMesh, Redline, Bridgewave, Axis cameras
- **CelPlan**  
Genetec, Dell Server, Radwin and Cellular, Axis cameras
- **Leverage**  
Leverage VMS, Leverage LSN radio and storage on edge, Bridgewave and LSN, Indigovision, Pelco, Sony, Axis, Bosch, IQinvision
- **Pechanga**  
Ipconfigure, EMC Isilon, Ubiquity, Axis cameras

## Question 13

- Please address your solution to record the existing 48 PD cameras and maintain the video for one year. What will the storage needs be and what will it look like.

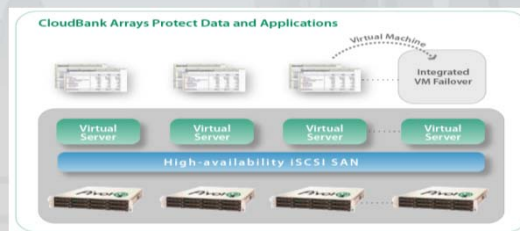
- We propose to add H.264 Encoders to convert the analog feed to Digital and add it to the System. The cost would be the camera license and the rack mount encoder blades. Below chart describes the camera bandwidth need and storage requirement based on 1 year storage keep.

Camera	Number	Video	Device	Frames	Frame Size/		Motion	Number of		
Name	Cameras	Format	Resolution	Per Second	Bitrate	Hours	Percentage	Days	Storage	Bandwidth
48 existing PD Cameras	48	H.264	640*480	30	768 Kbits	24	100%	365	150TB	37.1 mbit

## Question 14

- Explain possible plan for future expansion of edge storage.

- Both proposed Server/Storage Pivot3 platforms and ONSSI VMS has the ability to quickly change the design from centralized to a de-centralized architecture. Given the Infrastructure and future growth, we can either add additional Server/Storage Pivot3 capacity centrally to accommodate the camera addition or other Windows Platform with ONSSI on the network. The ONSSI Federation Architecture allows to bring all the Servers into ONE GUI Platform so that they can all be managed from one location and one software interface.



## Question 15

- **Discuss why a D1 (720 x 480) camera resolution. What if we want a higher resolution? How will that effect storage and bandwidth requirements?**

- The proposed Wireless PTZ Polecams include one Axis Q6032 and two HDTV Megapixel Fixed cameras at those locations. The key feature of the Axis 6032 is it 35X optical zoom and its 128X wide dynamic range. Avrio RMS feels that with two fixed HD cameras and one high-power zoom capable camera at each camera location provides a good balance cost and features at these intersections. Avrio RMS does not object of upgrading the Axis Q6032 to the Axis Q6035 HDTV PTZ camera. The Axis Q6035 has a 20X optical. We would estimate that bandwidth and storage would increase by 30% over the existing 4CIF PTZ cameras proposed.

## Question 16

- **Are you confident in FluidMesh integrated antennas, not external, as adequate for the project?**

- Yes, we are. By using radios with integrated antennas at the street level we achieve the same results in regards to connectivity as we would when using connectorized radios and their external antenna(s). FluidMesh product line offers a connectorized version which we also use at locations were the radio must be located in a specific location and its antenna in another. Having an integrated radio on a street pole eliminates the needs to have an antenna, its RF cable, lightning arrestors, and connectors exposed to the environment. It also increases the count of items hanging from a pole at each location which adds to the management, installation, support, and further user training. An integrated antenna is also more appealing to the public and less intrusive which has helps many cities obtain permits from their Public Works with ease. Avrio RMS understands that there could be instances where a connectorized radio might be required at one or two intersections of this project, but as needed.

## Question 17

- **You state one of FluidMesh's radio key features of 100 Mbps via s/w plug-in (p.15). Please explain the purpose of plug-in and requirements to operate at 100 Mbps.**
- As new requirements dictate an increase in bandwidth in areas where a wireless network infrastructure is already in place, Fluidmesh radios can be easily upgraded via software plug-ins as to provide the additional throughput with any physical intervention. This feature allows the user to limit the total cost of ownership of the wireless network by paying only the amount of bandwidth required at any specific time. Avrio RMS design for the Moreno Valley includes a minimum of 30Mbps for every client node link which exceeds the minimum required bandwidth needs from each PoleCam. Various locations require 60Mbps as shown in the pricing sheet. This feature will allow the City of Moreno Valley to add PoleCam nodes in those vicinities and only purchase additional bandwidth if needed.

## Question 18

- **Discuss use of Box Springs as core wireless site and alternatives not on Box Springs that will cover the north valley.**
- Page 20, Section 4.2.1 of the proposal refers to the Core High Speed Network drawing and explains the equipment and bandwidth requirements for the links that connect at a Box Springs Tower (BST). It also offers a solution which is also described in that section that will require the installation of an additional monopole somewhere within the EOC /City Hall complex and a self-supporting antenna mast at Fire Station #6. That section also offers one of the solutions for the North Valley camera locations which includes using PoleCams with 3G/4G radios for connectivity to the nodes. One additional option is depicted in the drawing below. This option will utilize the Sunesys leased fiber from the Sugarhill Elementary and Vista Heights Middle schools to bring in the video traffic to either another school in the vicinity of the EOC or at an intersection where a Sunesys fiber PoP interconnects to the City Fiber PoP. At that location, camera traffic will be connected/routed to the EOC core site. Avrio RMS will work with the City and the School system's IT to specify and design the layer 2 or layer 3 requirements of connecting to the Sunesys/School fiber link(s).



## Question 19

▪ **Please provide the specifications for the equipment you wish to place on Box Springs Mountain. How many antennas will you need placed there and what size. Do you need floor space or rack space and how much?**

- For the core links, a total of three Bridgewave FlexPort23 microwave radios and three HP2-23RR 2ft high performance antenna with their radome will be installed on a tower. Three RMSL348 rack mounted power supplies totaling six rack units (3.5"x3) will need to be installed in the equipment trailer in addition to three DS210-48VDC DIN-rail power supplies.
- Connectivity to the North Valley locations proposed as part of this response will be achieved by the use of two FluidMesh 1100 series radios. These radios will be powered via PoE by one LNP-1002GN DIN rail mounted switch located inside the equipment trailer.
- Attached are the specifications for each device identifying the model number and specifications requested.

## Question 20

▪ **Discuss and explain the role of Avrio Sensor Scene as a middleware to CAD integration.**

- SensorScene is our integration platform targeted specifically to public safety applications. It has been used in dozens of cities for integrations from Shotspotter to CAD to CBRN type sensors. SensorScene is part of the PantaScene suite of applications. It includes a rules based engine that can be tailored to the end-customer requirements.

## Question 21

- **Explain your storage selection of Pivot 3. What makes Pivot 3 the best solution? Is it supported in a Windows Server 2008, not 2003, environment.**

- Pivot3 has better storage and server protection. For storage, Pivot3 protects systems for more drive failures (5 versus 2), a complete appliance failure (none for Intransa) and introduces predictive sparing to gracefully spare degraded drives before they fail. The Video Interruption Alarm is another feature designed specifically for surveillance customers to ensure that displayed video is in fact recorded.
- Pivot3 uses virtualization to deliver embedded server failover without dedicated hardware, cabling or licenses. Self-healing servers ensure field failures do not compromise camera uptime or stored video access.
- Pivot3 uses server virtualization to consolidate the infrastructure required for video surveillance. Pivot3 appliances provide both server and storage in a single appliance.
- Yes it is supported on both Windows 2003 and Windows 2008 environment.

## Question 22

- **Address maintenance and support issues at the Fresno County Sheriff's Office.**

- Fresno County Sheriff's Office currently has a 4 hour response Support Agreement with Avrio RMS Group. Anytime a wireless product or cameras goes offline, we are quickly able to address the issue in a 4 hour response time period. We have remote access to the site to fix 90% of the issue, while our local Field Engineer can troubleshoot hardware issues onsite as required.
- Majority of our issues in the past 6 months have been following:
  - Bad Radio, The radio was immediately replaced using advanced RMA as part of our agreement
  - Bad Camera. The camera was replaced through vendor RMA process
  - County's Network going offline. The county IT was notified and the problem was fixed by working together with the County IT.

## Question 23

- **Who will provide the four hour response for initial repair issues?**
- Avrio RMS Group will have an assigned field engineer to Moreno Valley during the maintenance period. This individual will be trained and certified on all of the major system components be a local resource. We will also maintain local spares inventory to ensure the system is brought back to 100% operation within the agreed upon SLA.

## Question 24

- **Address one-way communications with the parks. We want to be able to be heard on a speaker at the parks, but not to hear or record the conversations at the parks.**
- As expressed in page 21 Section 4.2.3 of our proposal, two-way audio can be very easily added to any PoleCam unit on the field. However, we are not proposing a microphone be installed as part of this solution, therefore you will not physically be able to record any audio from any of the camera locations. The ability to speak or make announcements to someone at the park can be achieved by equipping the enclosure with a Sony Speaker. The external speaker for one-way communication will be attached to the pole above the enclosure. We propose the Sony SCAS30. The SCAS30 is a durable active speaker for outdoor environments, specifically designed for audio edge device for security network cameras.

Avrio RMS Group  
www.avriormsgroup.com

World-class solutions for public safety and transportation markets.

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E-Mail: [info@avriormsgroup.com](mailto:info@avriormsgroup.com)

## **Avrio**

### **Request for Best and Final Offer**

**Please respond to the following questions in writing by Tuesday June 12, 2012 by 5pm.**

1. Please provide the coverage, services, and dollar amount for maintenance each year for the first five years.
2. To provide the best quality recording quality and frame rate possible we see the storage needing to be approx. 100 TB. We required 30 day storage for intersections and parks cameras and 365 day storage for the police department cameras. Please address this in you proposal and include the cost.
3. Using BRS analytics what is the licensing fee per camera or group of cameras? We anticipate initially licensing 1 camera per park with analytics.
4. Please provide the timeline to integrate with the Tiburon CAD to communicate an event and turn cameras to presets that are programmed for such events (i.e. armed robbery).
5. How many TV news stations will we be able to record?
6. Describe how local support will work including timeline when we have a failure of equipment whether it is a camera, radio, or head-end recording device.
7. Describe how engineering support will work, including timelines, if an engineer is required.
8. We would like to be able to expand the system as money is made available. During the time period of the maintenance contract or as far out as you will commit we would like installation and service costs. We would like to be able to add cameras and radios to connect to the system including labor costs for at least a three year period. This formal request will ensure future expansion stays a part of this bid process.
9. How many locations will be covered in the first deployment?
10. Just a reminder, at our meeting you mentioned you would include the speakers at the parks. What type of speakers and cost?

Date: June 12<sup>th</sup>, 2012

Tom Tucker  
City of Moreno Valley, California

RE: RFPSC TT11/12-10, PROJECT TS-CCSS 2012-02

Dear Mr. Tucker:

Attached are our responses/clarifications to the individual pricing and technical components you requested in your email dated June 6, 2012. We are agreeing to the proposed changes at the firm fixed price bid in the original proposal of \$1,768,106. Avrio RMS Group will provide the following additional scope at no additional charge to the City of Moreno Valley (the "City"):

1. Speakers in each park.
2. Additional Storage (for a total of 108 TB) to include licensing and storage for existing Police Department ("PD") cameras (365 days).
3. Additional hardware/software to allow up to 4 TV news stations to record video.

Our Company and proposed solution provides the following benefits to the City:

- Centralized management of all system components including servers, storage, network and cameras, improves overall reliability and decreases maintenance costs and allows for ease of scalability in the future.
- A completely open architecture that does not lock the City into any proprietary software or hardware.
- PODSS (PoleCams) are proven to operate with little to no maintenance in extreme weather conditions.
- World-class support and maintenance program ensures long-term system availability.

If you have any questions regarding our pricing or technical solution proposed do not hesitate to contact me at any time on my cell (410) 310-3006 or by email: [dlipscomb@avriormsgroup.com](mailto:dlipscomb@avriormsgroup.com). We look forward to a long-term partnership with the City of Moreno Valley to ensure your video surveillance objectives are met now and in years to come.

Sincerely,



Darrin Lipscomb  
President



## Individual Questions and Answers

**1. Please provide the coverage, services, and dollar amount for maintenance each year for the first five years.**

We included the 1<sup>st</sup> year maintenance as part of our base bid. Our support program is all inclusive, if anything goes wrong with the system with exception of acts of god, Avrio RMS Group will repair, replace and restore the system to operational condition. Our maintenance and support includes the following:

- Repair or replace any failed component needed to restore the system to full operation.
- Provide 24-7-365 Help Desk support with a 4 hour maximum response time for critical repair issues.
- Provide a sparing solution, whereby critical spares inventory is maintained at local facility.
- Advanced RMA for all parts.
- Extended warranty for all system components.
- Remote diagnostics and troubleshooting (requires remote access to system).
- All software and hardware patches and firmware upgrades.

Years 2 through 5 are priced as below:

Year 2: \$98,000

Year 3: \$112,000

Year 4: \$125,000

Year 5: \$145,000

**2. To provide the best quality recording quality and frame rate possible we see the storage needing to be approx. 100 TB. We required 30 day storage for intersections and parks cameras and 365 day storage for the police department cameras. Please address this in you proposal and include the cost.**

An additional four (4) 12TB Pivot3 servers are added to the proposed equipment for a total of nine (9) 12TB Pivot3 servers for a total storage capacity of 108TB. This configuration exceeds the calculated storage requirements as well as the 100TB storage specified above by the City for all the cameras and TV channels on the project. The calculations on the table below estimates 30 frame per second (fps) for all IP cameras and TV station recordings and 15 fps for the 30 cameras at the PD. Calculations use the maximum camera resolution possible for a total of 70TB of calculated storage.

Camera Name	Number of Cameras	Video Format	Device Resolution	Frames Per Second	Frame Size/Bitrate	Audio	Hours	Motion Percentage	Number of Days	Storage
PTZ	67	H.264	640 x 480	30	256 Kbits	No	24	50%	30	2.7 TB
HD Fixed	151	H.264	2560 x 1920	30	2048 Kbits	No	24	50%	30	50.0 TB
PD Cameras	30	H.264	640 x 480	15	256 Kbits	No	24	50%	365	15.1 TB
(4)TV-Cha+Comm Rm	5	H.264	640 x 480	15	256 Kbits	yes	24	50%	365	2.5 TB

**3. Using BRS analytics what is the licensing fee per camera or group of cameras? We anticipate initially licensing 1 camera per park with analytics.**

A total of seven (7) BRS AISight channel licenses, one Dell Precision T3600 Quad-Core 2.8GHZ, 32GB DDR3, SATA RAID-1 with two 1-TB 3G drives, and an Intel X520 10GbE NIC dual port system to serve as the BRS Analysis and System Manager server and associate implementation and configuration services would be \$30,000.

**4. Please provide the timeline to integrate with the Tiburon CAD to communicate an event and turn cameras to presets that are programmed for such events (i.e. armed robbery).**

We will be offering this as part of our Version 2.5 Release of PantaScene due for general availability on or about July 30, 2012. Beyond slewing cameras, PantaScene will support video push, alerting e.g., SMS, and automatic video clip generation as well as bookmarking.

**5. How many TV news stations will we be able to record?**

Included is the capability of recording video and audio for up to four (4) TV broadcast stations. The configuration includes four (4) Extron AVT-100N high-performance analog cable and TV tuner demodulators. Video and audio outputs from the four demodulators will be encoded using one (1) Axis P7410 4-channel video encoder and stored for synchronized playback in the Pivot3 servers. Please refer to question 2 above for the calculated storage for these four TV channels.

**6. Describe how local support will work including timeline when we have a failure of equipment whether it is a camera, radio, or head-end recording device.**

Upon notification of a failure via toll-free call or email, Avrio RMS Group will open a ticket in CRM and an acknowledgement will be sent to the originator. This is assigned to a help-desk technician initially which will remote into the system to run diagnostics and attempt to resolve the issue remotely. If, after 2 hours the issue is not resolved, the ticket will be escalated to the local field engineer for field level diagnostics which could include swapping out hardware. Our goal is to resolve all issues within a 24 hour period from initial notification. Our average time to repair for systems of this size is roughly 5 hours.

**7. Describe how engineering support will work, including timelines, if an engineer is required.**

Our local support (Field Engineer) will be trained and certified in all of the major components including hardware (radio's, cameras, peripherals, servers, etc.) and software. If after 24 hours, the local field engineer is unable to resolve the issue, he/she can escalate the ticket to a more senior engineer who will arrive onsite within 48 hours from initial notification of the problem. It is a very rare occurrence when the local field engineer is unable to resolve an issue. They have at their disposal all of our senior staff engineers no matter where they reside in the country.

**8. We would like to be able to expand the system as money is made available. During the time period of the maintenance contract or as far out as you will commit we would like installation and service costs. We would like to be able to add cameras and radios to connect to the system including labor costs for at least a three year period. This formal request will ensure future expansion stays a part of this bid process.**

Below are the calculated costs for one PoleCam (One PTZ + 2 HD Fixed) system for three types of deployment scenarios. The cost below includes equipment and installation services:

**Scenario 1** - Cost \$22,194 per location - Includes overhead cost for head-end, core equipment, and wireless connectivity. An example of this type of deployment will apply to a new location where additional core, wireless, and head-end equipment services and licenses are required. The above number estimates adding five (5) or more PoleCams to a location served by the new core equipment.

**Scenario 2** - Cost \$20,333 per location - Includes overhead cost for head-end and wireless connectivity. An example of this type of deployment applies to an installation that utilizes the existing core network.

**Scenario 3** - Cost \$19,247 per location - Includes just the PoleCam. An example of this type of deployment applies to a new location that will share the available wireless bandwidth of the wireless network. Three camera licenses are included.

**9. How many locations will be covered in the first deployment?**

This proposal includes **all** camera locations defined on RFP # VAG TT 11/12 10 Exhibit A for phases 1, 1a, and 2. This equates to a total of 77 camera locations: 67 (1 PTZ+ 2 HD Fixed), 7 (2 HD Fixed), and 3 (1 HD Fixed). Ten (10) of these PoleCams will be deployed in the various parks as defined by the Exhibit. In addition, our proposal includes encoding and storage for the existing thirty (30) analog cameras located in the PD, one (1) fixed indoor camera for the Community Public Room, and the demodulation, encoding, and storage for four (4) TV broadcast news stations, for a total of 253 camera licenses and its storage.

Our design considers future deployment scenarios and demonstrates the feasibility of connecting to the cameras in the later phases (e.g. Grn, Purple, and Grey locations defined in Exhibit A). Appendix A of the proposal depicts the complete network wireless design.

**10. Just a reminder, at our meeting you mentioned you would include the speakers at the parks. Please specify the speaker model that Avrio proposes to use at the park locations for 1-way communications.**

We are proposing adding one (1) Sony SCAS30 speaker per park. The SCAS30 is a durable outdoor IP66 rated speaker with 35W of audio output power. This speaker will be mounted on top of the PoleCam and will be able broadcast live and recorded announcements to each park.

# Support Agreement

## *Unlimited 4 Hour Response Plan*

THIS AGREEMENT is made and entered into as of City of Moreno Valley between Avrio Group Surveillance Solutions, LLC (aka Avrio RMS Group), a Delaware limited liability company with its principal place of business at 8 S. West St, Suite 101, Easton, MD 21601 ("Avrio Group"), and the City of Moreno Valley (CUSTOMER) with its principal place of operation being 14177 Frederick Street, Moreno Valley, CA 92552.

For a period of one (1) year from the date hereof (the "Maintenance Term") and any renewal Maintenance Term, Avrio will supply the services described in Section 1 below ("Services") to the CUSTOMER with respect to the products described in Section 4 below ("Products") and referenced in Schedule A.

### 1. INCLUDED SERVICES

- Unlimited number of incidents including 4 hour response 24x7x365, Onsite Support: Next Business Day. All parts and labor included.
- Ability to use telephone, e-mail, chat and screen sharing technology for all support incidents including end-user support:
  - Phone: 1-877-899-9334
  - E-Mail: support@avriormsgroup.com
- Free shipment and installation of all patches and maintenance releases.
- Depot repair and/or RMA's on all equipment under current warranty
- Local spare parts inventory.
- Remote Diagnostics and Incident reporting.
- SNMP monitoring of all supported devices on the video network.
- Free software/firmware patches and upgrades.
- Preventative care for the cameras and radios no less than twice each year. This includes camera lense or dome cleaning, camera positioning adjustments, and wireless radio adjustments.

### Notes:

- Avrio Group will not charge for support for up to 30 days after project signoff.
- Pursuant to the terms of this Agreement, any service and labor charges not covered under the terms of this Agreement shall be charged by Avrio Group at the following rates: Mon-Fri \$150/hr.; Sat, Sun & Holidays \$250/hr. Hours billed after normal working hours (9am-5pm) will be billed at 1.5 times the hourly rate. Travel expenses are additional and charged as 1 way travel time at normal hourly rates.

## 2. **AVRIO GROUP RESPONSIBILITIES**

During the Maintenance Term:

- AVRIO GROUP will use commercially reasonable efforts to assist the CUSTOMER to resolve problems in its use of the IP Surveillance solution as described in Section 1. AVRIO GROUP makes no guarantee that it can, or will, solve any problems with respect to the solution presented by the CUSTOMER, and further disclaims any warranties above and beyond the manufacturer's warranty or any limited warranties expressly made by AVRIO GROUP in the statement of work terms and conditions.
- AVRIO GROUP will provide access on its web site and/or FTP site to all Maintenance Updates for software and firmware that is part of the solution to the CUSTOMER as soon as practical in the ordinary course of business after commercial release of the same.
- AVRIO GROUP will provide Customer with Maintenance Updates, which, in AVRIO GROUP'S sole determination, correct application problems that are reasonably likely to prevent substantially full utilization of Product(s).
- AVRIO GROUP will offer Services for the then current release of Product(s). Avrio will also offer Services for the release of Product(s) immediately preceding the then-current release for not less than twelve (12) months from the date of such release.

## 3. **CUSTOMER RESPONSIBILITIES**

- CUSTOMER is responsible for (i) hardware, (ii) operating systems, (iii) network setup, (iv) network maintenance and (v) setup and use of any file access control systems.
- CUSTOMER is responsible for providing secure remote broadband access to all servers that require support. Administrative rights and login will be provided to Avrio allowing for support and monitoring of the CUSTOMER installation.
- CUSTOMER is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the IP-Surveillance software.
- CUSTOMER shall provide its personnel access to, and require its personnel to review, the IP-Surveillance software user guide before calls are made to Avrio Telephone Support.
- If support requires onsite services, CUSTOMER will be billed for one way travel time and a per diem not to exceed \$200/day.
- Customer is responsible for requesting any Maintenance Term extension. In the event that Customer does not request and pay for a Maintenance Term extension, Avrio makes no guarantee that Services will be supplied.
- After expiration, Customer may resume the Services by payment of the then current annual Maintenance and Support Fee.



4. **PRODUCTS COVERED IN AGREEMENT**

ALL PRODUCTS PROVIDED AS PART OF THE ORIGINAL CONTRACT. SEE BILL OF MATERIALS.

5. **ANNUAL MAINTENANCE FEE:** Customer will pay Avrio an annual maintenance fee for the Services in accordance with the fee schedule set forth below ("Maintenance and Support Fee"), which shall be paid within thirty (30) days of the date of invoice. If Customer breaches any of its obligations under this Section 5, Avrio may in its sole discretion terminate this Agreement by providing written notice and/or refusing to provide the Services.

a.	Year 1 maintenance	Included - No Charge
b.	Year 2 maintenance	\$98,000
c.	Year 3 maintenance	\$112,000
d.	Year 4 maintenance	\$125,000
e.	Year 5 maintenance	\$145,000

6. **EQUIPMENT MAINTENANCE:** Avrio Group agrees, during the Initial Term of this Agreement, and any extension thereto, subject to the other terms of this Agreement, to keep the CUSTOMER's Equipment, as described on the attached Schedule A (hereinafter referred to as "Equipment"), in satisfactory operation and to make all repairs and adjustments to the Equipment, and to supply such parts as may be required which are incidental to the maintenance of the Equipment. Such maintenance shall be provided to the CUSTOMER at the Equipment's location subject.

7. **EXCLUSIONS FROM COVERED MAINTENANCE:** The following labor and services shall be expressly excluded from the Maintenance provisions of this Agreement: (1) Services required due to change or alterations in Equipment specifications not performed by AVRIO GROUP personnel, (2) Services required due to supply items that do not meet AVRIO GROUP' specifications or standards, (3) Installation, moving, or removing of the Equipment, options, attachments or cables, (4) Replacement of consumable items, supplies or accessories (such as ink cartridges, disks, paper, scanners lamps, pad assemblies, pick rollers, etc.), (5) Replacement of parts, repair of damage or increase in Service Time to Equipment resulting from fire, lightning, flood, wind, accident, theft, abuse, neglect, misuse, natural disaster, or any causes other than ordinary use for which the Equipment was intended, (6) Problems related to software (other than the internal operating system software), whether such software is program files or data files on either tape, floppy disks, hard disks or any other kind of media, (7) Electrical work external to the Equipment or maintenance of accessories, attachments or other devices not listed on the Schedule A, (8) Service or repair due to failure of electrical power, air conditioning or humidity control, (9) Refinishing of Equipment, (10) Work requested by CUSTOMER for rearrangement, such as additional wiring, moving other equipment or cables, relocating Equipment or repairing a previously prepared site or station to make it operational, (11) Specific requests by CUSTOMER for maintenance which is in addition to Covered Maintenance requirements, and (12) labor and services associated with equipment that is no longer covered under the manufacturer's warranty.

8. **SOFTWARE RELATED PROBLEMS:** Upon a determination by a AVRIO GROUP engineer that a problem is related to software (other than internal operating system software), and thereby excluded from the Covered Maintenance provisions of this Agreement, the engineer will immediately notify the CUSTOMER and the CUSTOMER will be

subject only to AVRIO GROUP' minimum charge for service and labor. All further work thereafter regarding such problem, shall be at AVRIO GROUP' normal rates for said service.

9. **CUSTOMER OBLIGATION:** CUSTOMER shall: (1) immediately notify AVRIO GROUP of any Equipment malfunction requiring the services hereunder, (2) only use attachments and supplies which are compatible and suitable for use with the Equipment, (3) allow free and full access to the Equipment in order to allow AVRIO GROUP to provide service, and (4) have a company representative present while the Equipment is being serviced.

10. **CHARGES TO CUSTOMER:** In addition to the Total Contract Amount, the CUSTOMER shall be subject to the following charges: (1) Labor and Service charges for Labor and Service performed which is outside the Covered Maintenance mentioned above, (2) Parts not covered by the Covered Maintenance, (3) All maintenance charges are exclusive of applicable federal, state or local taxes and CUSTOMER shall pay or reimburse AVRIO GROUP for any such taxes and AVRIO GROUP may add such taxes to the invoices submitted to CUSTOMER, and (4) All Maintenance charges are subject to increase or decrease upon any change in specifications for Equipment or upon addition of features or attachments thereto. CUSTOMER shall pay AVRIO GROUP for all supplies and consumables utilized by CUSTOMER in the use of the Equipment or by AVRIO GROUP in the performance of the Covered Maintenance.

11. **UNAUTHORIZED SERVICE OF EQUIPMENT:** The repair of the Equipment by anyone other than an authorized engineer of AVRIO GROUP or a CUSTOMER technician trained by AVRIO GROUP or AVRIO GROUP' designee, will, at AVRIO GROUP' option, be cause to void this Agreement. If such unauthorized repair occurs and AVRIO GROUP chooses to void this Agreement then all payments made by CUSTOMER pursuant to this Agreement shall be forfeited as liquidated damages.

12. **PAYMENT:** The CUSTOMER must pay to AVRIO GROUP the amount shown in section 5 of this agreement within 30 days from the date of the invoice presented to CUSTOMER pursuant to this Agreement. CUSTOMER's failure to deliver payment within this time period shall, at AVRIO GROUP' option, render this Agreement void. Future payments of invoices delivered to CUSTOMER under the terms of this Agreement, shall be due within 30 days from the date of the AVRIO GROUP invoice. In addition to any other remedies allowed by law AVRIO GROUP may assess up to 18% interest per annum for late payment.

13. **DISCLAIMER OF WARRANTY:** AVRIO GROUP makes no warranty of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular use or purpose with respect to the subject matter hereof, maintenance to be performed by AVRIO GROUP pursuant to the terms hereof, or parts to be supplied hereunder.

14. **LIMITATION OF LIABILITY:** Notwithstanding anything in this Agreement to the contrary, AVRIO GROUP's aggregate liability for claims by CUSTOMER arising from a breach of this Agreement shall not exceed the amounts paid by CUSTOMER to AVRIO GROUP hereunder.

15. **FORCE MAJEURE:** AVRIO GROUP shall not be liable to CUSTOMER for any delay or failure by AVRIO GROUP to perform its obligations under this Agreement if such delay or failure arises from any cause(s) beyond the reasonable control of AVRIO GROUP, including but not limited to third party labor disputes, third party strikes, other third party labor or industrial disturbances, act of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, new or changed regulations or orders of any governmental agency or subdivision thereof, or temporary unavailability of four (4) hours or less of qualified service personnel at AVRIO GROUP' office due to service call(s) received before CUSTOMER's call.

16. **TERMINATION OF AGREEMENT:** AVRIO GROUP shall have the right, at its option, to terminate this Agreement by written notice to CUSTOMER in the event (1) of an assignment by CUSTOMER to the benefit of the Creditors, (2) CUSTOMER is in voluntary or involuntary Bankruptcy, (3) CUSTOMER is insolvent or otherwise admits insolvency. In addition to any other remedies that AVRIO GROUP may have hereunder or otherwise in accordance with the law, AVRIO GROUP or CUSTOMER may terminate this Agreement at any time with thirty (30) days written notice.

17. **NOTICES:** Any notice, request, instruction or other document pertaining to this Agreement shall be in writing and delivered personally, or by registered or certified mail to the appropriate party at the address specified on the cover page.

18. **MISCELLANEOUS:** CUSTOMER agrees not to relocate any Equipment to another address without AVRIO GROUP' express written approval. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by the CUSTOMER without express written approval from AVRIO GROUP. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by AVRIO GROUP without express written approval from CUSTOMER.

19. **INDEPENDENT CONTRACTOR STATUS:** AVRIO GROUP shall be in the relationship of independent contractor with CUSTOMER, and nothing herein shall be construed as creating, at any time, the relationship of employer and employee between the parties hereto, nor shall this Agreement be construed as creating any relationship whatsoever between CUSTOMER and AVRIO GROUP employees. AVRIO GROUP has sole authority and responsibility to employ, discharge, and otherwise control its employees, and neither AVRIO GROUP, nor any of its employees are, or shall be deemed to be, employees of CUSTOMER.

20. **ACCEPTANCES**

<b>Avrio Group Surveillance Solutions, LLC</b>	<b>City of Moreno Valley</b>
By: (Signature)	By: (Signature)
Name:	Name: Henry T. Garcia
Title:	Title: City Manager
Date	Date

**SCHEDULE A (EQUIPMENT LIST)**

<i>Qty</i>	<i>Part Number</i>	<i>Serial Number</i>
	To be completed as the system is	
	built.	

## EXHIBIT B

### CITY RESPONSIBILITIES

1. Furnish the Contractor all in-house data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.
3. Provide timely City staff liaison with the Contractor when requested and when reasonably needed.
4. Provide one copy of 2012 Work Area Traffic Control Handbook from CalTrans Manual.
5. Provide one copy of 2012 California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones from CalTrans Manual.

## EXHIBIT C

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$1,800,000.00.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Contractor will electronically submit an invoice to the City as provided in this Agreement for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices shall be submitted to the Financial & Administrative Services Department to Steve Hargis, Technology Services Division Manager, at

[steveh@moval.org](mailto:steveh@moval.org) or calls directed to (951) 413-3401.

4. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed



billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Payments will be made based on project milestones achieved and accepted in writing by the City’s Technology Services Division Manager. The milestone payment schedule is:

<b>Milestone</b>	<b>Percentage</b>	<b>Amount</b>
Completion of Project Initiation Meeting and assignment of Avrio Project Manager	15%	\$270,000
Completed demonstration of operational backhaul, operational VMS, and recording from all cameras at 4 Phase 1 locations	25%	\$450,000
Completed demonstration of recording from all cameras at 20 Phase 1 locations and completed CAD integration	10%	\$180,000
Completed demonstration of all City park locations and delivery of the 3 portable camera systems	10%	\$180,000
Completed demonstration of all remaining cameras and integration of 48 existing PD cameras	10%	\$180,000
Final Acceptance	30%	\$540,000
<b>Total (maximum)</b>	<b>100%</b>	<b><u>\$1,800,000</u></b>

Final Acceptance shall be defined as all hardware (e.g. cameras, radios, switches, computers, storage devices, etc.) and software (e.g. firmware, video management system, etc.) fully operating with no critical outages/errors and no more than 10 non-critical outages/errors system wide.

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

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

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

**PROJECT NO. TS-CCSS 2012-02**

**CITYWIDE CAMERA SURVEILLANCE SYSTEM  
City of Moreno Valley**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Avrio Group Surveillance Solutions, LLC (aka Avrio RMS Group), 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 Mayor/City Manager, and identified as Project No. TS CCSS 2012-02, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents 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 one million, eight-hundred thousand dollars, (\$1,800,000), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that

any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

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**

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_ 2012.

**CONTRACTOR (Principal)**

**SURETY**

Contractor Name: Avrio Group  
Surveillance Solutions, LLC

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

Address: 3 N. Harrison Street, Suite 100  
  
Easton, Maryland 21601

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

Telephone No.: (410) 820-9334 x101

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

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

Print Name: \_\_\_\_\_  
Attorney-in-Fact

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

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

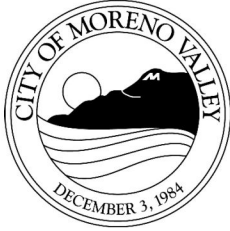
Approved as to Form this

\_\_\_\_ day of \_\_\_\_\_ 2012

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

**NOTE:**

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.



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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, City Treasurer

**AGENDA DATE:** August 28, 2012

**TITLE:** RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED June 30, 2012

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### **RECOMMENDED ACTION**

Staff recommends that the City Council receive and file the attached Quarterly Investment Report, in compliance with the City's Investment Policy.

### **BACKGROUND**

California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolio for local agencies. The City's Investment Policy, adopted on April 24, 2012 is in full compliance with the requirements of both of the above-mentioned Code Sections.

### **DISCUSSION**

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended June 30, 2012. This is the fourth quarterly report submitted for the 2011-12 fiscal year and is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City has used Chandler Asset Management as its professional portfolio manager since 2010. Chandler uses an active investment management approach. Utilizing an *active* approach, securities purchased for investment are not necessarily held to maturity but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment. This is especially important considering that the average maturity of the general portfolio is 2.21 years.

The investments managed by Chandler Asset Management totaled \$167,407,504 at par and achieved a Yield to Maturity (YTM) for June 2012 of 1.31%. This compares to a YTM in March 2012 of 1.40% and a YTM in June 2011 of 1.53%. In addition, the City maintained \$27,039,703 in the State Local Agency Investment Fund Pool (LAIF) with a YTM of .36%

In accordance with California Government Code Section 53646, the City is properly reporting investments of all bond proceeds and Deferred Compensation Plan funds. These funds are not managed by the City Treasurer as part of the pooled investment program and were not included in the City's investment reports prior to the current legislation. Bond proceeds are held and invested by a Trustee; Deferred Compensation Plan funds are held and invested by the respective plan administrators with the funds also placed in a trust separate from City funds.

### **FISCAL IMPACT**

Current market rates continue to hover at or near all time lows and based on comments by the Federal Reserve Board we do not expect this to change in the near future. This interest rate environment directly impacts the ability of the portfolio to generate income. The budget for fiscal year 2011-12 projected General Fund investment earnings totaling \$2.3 million. Year to date through June 2012 these revenues have totaled \$2.2 million.

### **CITY COUNCIL GOALS**

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

### **SUMMARY**



The attached Quarterly Investment Report presents the City’s cash and investments for the quarter that ended June 30, 2012. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City’s Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

**ATTACHMENTS/EXHIBITS**

- Attachment 1 - Treasurer’s Cash and Investments Report – June 2012
- Attachment 2 – Chandler Asset Management Bond Market Review – July 2012

Prepared By:  
 Brooke McKinney  
 Treasury Operations Division Manager

Department Head Approval:  
 Richard Teichert  
 City Treasurer

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

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# CITY OF MORENO VALLEY

## Treasurer's Cash and Investments Report

June 2012


General Portfolio	Cost Value	Market Value	Par Value	Average Maturity	Average Yield to Maturity	Average Duration
Bank Accounts	780,652	780,652	780,652			
State of California LAIF Pool	27,039,703	27,039,703	27,039,703	0.70	0.36%	
Investments	172,324,783	172,548,837	167,407,504	2.21	1.31%	2.11
<b>Total General Portfolio</b>	<b>200,145,138</b>	<b>200,369,192</b>	<b>195,227,859</b>	<b>Years</b>		<b>Years</b>

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	3,371,832
Principal & Interest Accounts	620,793
Debt Service Reserve Funds	9,897,019
Custody Accounts	0
Arbitrage Rebate Accounts	0
Other Accounts	190,201
<b>Total Bond Proceeds</b>	<b>14,079,845</b>

Deferred Compensation Funds	Market Value as of Mar 31, 2011
Nationwide	9,680,668
ICMA	4,237,069
<b>Total Deferred Compensation Funds</b>	<b>13,917,737</b>

<b>Total Investment Portfolio</b>	<b>228,366,774</b>
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1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment advisor, Chandler Asset Management.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.

  
 Richard Teichert  
 City Treasurer

Attachment 1



PORTFOLIO CHARACTERISTICS

Average Duration	2.11
Average Coupon	2.02 %
Average Purchase YTM	1.31 %
Average Market YTM	0.74 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.21 yrs
Average Life	2.18 yrs

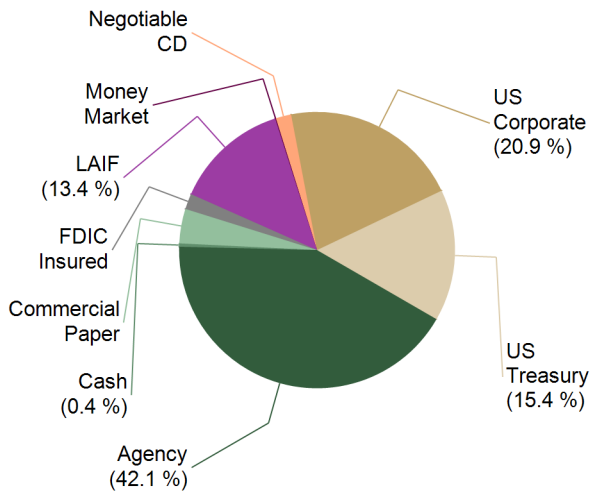
ACCOUNT SUMMARY

	Beg. Values as of 5/31/12	End Values as of 6/30/12
<b>Market Value</b>	209,997,198	200,369,192
<b>Accrued Interest</b>	985,407	1,002,067
<b>Total Market Value</b>	<b>210,982,605</b>	<b>201,371,258</b>
<b>Income Earned</b>	214,384	220,476
<b>Cont/WD</b>		
<b>Par</b>	204,715,988	195,227,859
<b>Book Value</b>	206,623,153	197,037,160
<b>Cost Value</b>	209,760,543	200,145,138

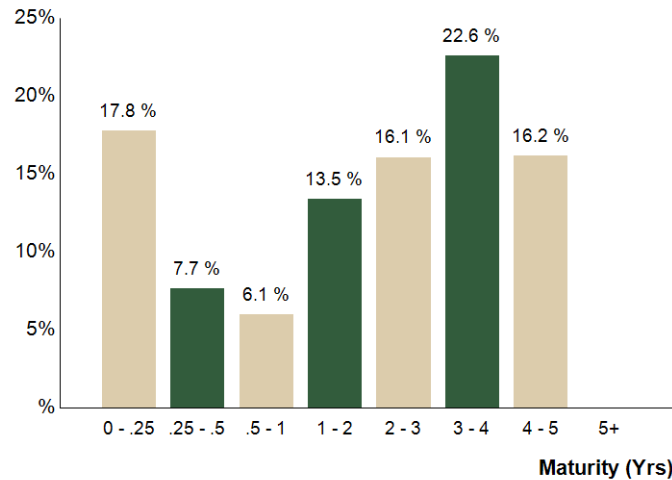
TOP ISSUERS

Issuer	% Portfolio
Government of United States	15.4 %
Local Agency Investment Fund	13.4 %
Federal Home Loan Mortgage Corp	10.2 %
Federal National Mortgage Assoc	10.2 %
Federal Farm Credit Bank	9.1 %
Federal Home Loan Bank	8.6 %
Tennessee Valley Authority	3.9 %
General Electric Co FDIC Insure	1.8 %
	<b>72.7 %</b>

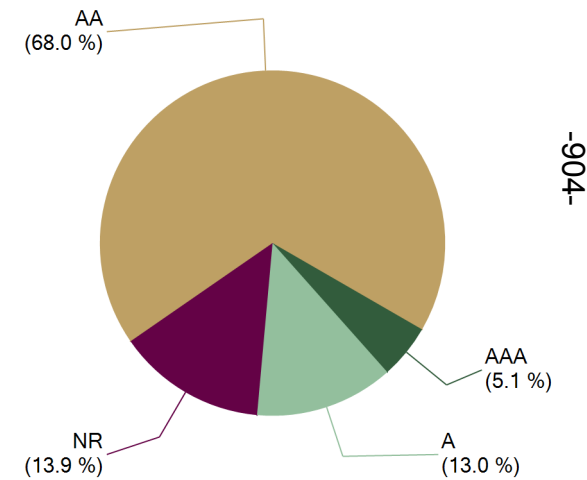
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)





Holdings Report

As of 6/30/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
<b>AGENCY</b>									
3133XT4J2	FHLB Note 2.45% Due 8/13/2012	1,000,000.00	02/13/2009 2.45 %	1,000,000.00 1,000,000.00	100.26 0.26 %	1,002,617.00 9,391.67	0.50 % 2,617.00	Aaa AA+	0.12 0.12
3133XYWB7	FHLB Note 0.875% Due 8/22/2012	1,600,000.00	11/23/2010 0.51 %	1,610,008.00 1,600,816.98	100.10 0.18 %	1,601,609.60 5,016.67	0.80 % 792.62	Aaa AA+	0.15 0.14
3137EACQ0	FHLMC Note 0.625% Due 12/28/2012	3,450,000.00	12/22/2010 0.75 %	3,441,354.30 3,447,874.01	100.20 0.21 %	3,457,013.85 179.69	1.72 % 9,139.84	Aaa AA+	( (
880591CW0	Tennessee Valley Authority Note 6% Due 3/15/2013	3,725,000.00	Various 1.88 %	4,194,744.63 3,829,405.07	104.06 0.26 %	3,876,100.90 65,808.34	1.96 % 46,695.83	Aaa AA+	( (
31331GVD8	FFCB Note 2.2% Due 4/8/2013	1,000,000.00	05/08/2009 2.20 %	1,000,000.00 1,000,000.00	101.46 0.31 %	1,014,591.00 5,072.22	0.51 % 14,591.00	Aaa AA+	( (
880591DW9	Tennessee Valley Authority Note 4.75% Due 8/1/2013	3,750,000.00	03/15/2010 1.90 %	4,097,325.00 3,861,459.24	104.84 0.28 %	3,931,680.00 74,218.75	1.99 % 70,220.76	Aaa AA+	1 1
31331KET3	FFCB Note 0.98% Due 9/23/2013	1,970,000.00	03/28/2011 1.10 %	1,964,227.90 1,967,145.73	100.80 0.33 %	1,985,767.88 5,255.52	0.99 % 18,622.15	Aaa AA+	1 1
31331GTJ8	FFCB Note 2.625% Due 4/17/2014	1,000,000.00	10/05/2010 1.02 %	1,055,660.00 1,028,283.40	104.05 0.36 %	1,040,523.00 5,395.83	0.52 % 12,239.60	Aaa AA+	1.80 1.76
31331JQA4	FFCB Note 1.9% Due 6/2/2014	4,300,000.00	06/08/2010 1.96 %	4,289,551.00 4,294,944.96	102.93 0.37 %	4,426,033.00 6,581.39	2.20 % 131,088.04	Aaa AA+	1.92 1.89
3137EACD9	FHLMC Note 3% Due 7/28/2014	1,550,000.00	03/15/2010 2.41 %	1,587,771.95 1,567,926.88	105.25 0.46 %	1,631,347.10 19,762.50	0.82 % 63,420.22	Aaa AA+	2.08 2.09
31331GL80	FFCB Note 3% Due 9/22/2014	4,000,000.00	03/17/2010 2.47 %	4,090,640.00 4,044,687.88	105.80 0.38 %	4,232,016.00 33,000.00	2.12 % 187,328.12	Aaa AA+	2. 2.
3136FPLV7	FNMA Callable Note 1X 3/24/2011 1.57% Due 9/24/2014	2,025,000.00	09/26/2011 0.65 %	2,080,181.25 2,066,183.81	102.55 0.42 %	2,076,675.98 8,566.31	1.04 % 10,492.17	Aaa AA+	2.24 2.19
3134G3CM0	FHLMC Callable Note 1X 12/12/12 0.92% Due 12/12/2014	1,120,000.00	12/15/2011 0.83 %	1,121,008.00 1,120,456.66	100.16 0.56 %	1,121,800.96 543.82	0.56 % 1,344.30	Aaa AA+	2.45 0.76
3135G0LC5	FNMA Callable Note Qtrly 11/29/12 0.7% Due 5/29/2015	1,920,000.00	05/09/2012 0.70 %	1,920,000.00 1,920,000.00	99.99 0.70 %	1,919,850.24 1,194.67	0.95 % (149.76)	Aaa AA+	2.91 1.74
3133EADW5	FFCB Note 0.55% Due 8/17/2015	3,450,000.00	04/27/2012 0.60 %	3,444,862.95 3,445,127.48	100.20 0.49 %	3,456,793.05 7,062.92	1.72 % 11,665.57	Aaa AA+	3.13 3.09
313370JB5	FHLB Note 1.75% Due 9/11/2015	3,600,000.00	08/04/2011 1.15 %	3,685,824.00 3,666,860.22	103.34 0.69 %	3,720,232.80 19,250.00	1.86 % 53,372.58	Aaa AA+	3.20 3.10
31331J6C2	FFCB Note 2.35% Due 12/22/2015	2,000,000.00	03/28/2011 2.27 %	2,007,240.00 2,005,313.80	106.80 0.38 %	2,136,066.00 1,175.00	1.06 % 130,752.20	Aaa AA+	3.48 3.36
3136FPDC8	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	1,765,000.00	08/24/2011 1.22 %	1,825,645.40 1,814,262.95	104.67 0.71 %	1,847,497.87 11,080.28	0.92 % 33,234.92	Aaa AA+	3.69 3.54
3135G0AL7	FNMA Note 2.25% Due 3/15/2016	2,875,000.00	07/25/2011 1.69 %	2,947,018.75 2,932,589.46	105.52 0.74 %	3,033,677.00 19,046.88	1.52 % 101,087.54	Aaa AA+	3.71 3.55
313372YS7	FHLB Note 2.45% Due 3/30/2016	2,150,000.00	07/07/2011 1.87 %	2,206,631.00 2,194,858.83	106.30 0.74 %	2,285,501.60 13,315.07	1.14 % 90,642.77	Aaa AA+	3.75 3.58

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### Holdings Report

As of 6/30/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
<b>AGENCY</b>									
3137EACT4	FHLMC Note 2.5% Due 5/27/2016	3,475,000.00	06/14/2011 1.86 %	3,579,229.15 3,557,298.32	106.69 0.76 %	3,707,303.75 8,204.86	1.85 % 150,005.43	Aaa AA+	3.91 3.73
313373SZ6	FHLB Note 2.125% Due 6/10/2016	3,350,000.00	Various 1.42 %	3,456,779.50 3,439,195.23	105.17 0.79 %	3,523,154.80 4,152.61	1.75 % 83,959.57	Aaa AA+	3.95 3.79
31359MS61	FNMA Note 5.375% Due 7/15/2016	2,700,000.00	10/13/2011 1.29 %	3,206,106.90 3,131,009.05	118.18 0.79 %	3,190,951.80 66,918.75	1.62 % 59,942.75	Aaa AA+	4.04 3.63
3137EACW7	FHLMC Note 2% Due 8/25/2016	3,475,000.00	09/14/2011 1.19 %	3,610,316.50 3,588,587.94	105.08 0.76 %	3,651,401.43 24,325.00	1.83 % 62,813.49	Aaa AA+	4.16 3.97
3135G0CM3	FNMA Note 1.25% Due 9/28/2016	1,300,000.00	Various 1.22 %	1,301,462.70 1,301,410.74	101.75 0.83 %	1,322,700.60 4,197.92	0.66 % 21,289.86	Aaa AA+	4.25 4.12
3135G0ES8	FNMA Note 1.375% Due 11/15/2016	3,400,000.00	01/24/2012 1.17 %	3,431,885.20 3,429,049.34	102.35 0.83 %	3,479,917.00 5,973.61	1.73 % 50,867.66	Aaa AA+	4.38 4.24
3135G0GY3	FNMA Note 1.25% Due 1/30/2017	3,425,000.00	02/09/2012 1.10 %	3,449,368.88 3,447,512.97	101.58 0.90 %	3,478,988.28 17,957.47	1.74 % 31,475.31	Aaa AA+	4.59 4.43
3133787M7	FHLB Note 1.05% Due 2/27/2017	1,720,000.00	02/27/2012 1.03 %	1,721,582.40 1,721,474.94	100.67 0.90 %	1,731,489.60 6,521.67	0.86 % 10,014.66	Aaa AA+	4.67 4.52
3137EADC0	FHLMC Note 1% Due 3/8/2017	3,490,000.00	03/14/2012 1.29 %	3,441,314.50 3,444,205.12	100.54 0.88 %	3,508,877.41 10,954.72	1.75 % 64,672.29	Aaa AA+	4.69 4.56
313378WF4	FHLB Note 1.125% Due 3/10/2017	3,435,000.00	04/24/2012 1.05 %	3,447,228.60 3,446,768.31	100.98 0.91 %	3,468,827.88 9,446.25	1.73 % 22,059.57	Aaa AA+	4.70 4.55
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	3,300,000.00	05/29/2012 1.06 %	3,330,600.90 3,330,059.29	101.32 0.97 %	3,343,612.80 5,614.58	1.66 % 13,553.51	Aaa AA+	4.69 4.54
<b>Total Agency</b>		<b>81,320,000.00</b>	<b>1.41 %</b>	<b>83,545,569.36</b> <b>82,644,768.61</b>	<b>0.60 %</b>	<b>84,204,620.18</b> <b>475,184.97</b>	<b>42.05 %</b> <b>1,559,851.57</b>	<b>Aaa</b> <b>AA+</b>	<b>3.03</b> <b>2.88</b>
<b>CASH</b>									
90CASH\$00	Cash Custodial Cash Account	780,652.35	Various 0.00 %	780,652.35 780,652.35	1.00 0.00 %	780,652.35 0.00	0.39 % 0.00	NR NR	0.00 0.00
<b>Total Cash</b>		<b>780,652.35</b>	<b>N/A</b>	<b>780,652.35</b> <b>780,652.35</b>	<b>0.00 %</b>	<b>780,652.35</b> <b>0.00</b>	<b>0.39 %</b> <b>0.00</b>	<b>NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>COMMERCIAL PAPER</b>									
06416JH14	Bank of Nova Scotia Discount CP 0.3% Due 8/1/2012	2,800,000.00	01/30/2012 0.30 %	2,795,706.67 2,799,276.67	99.97 0.30 %	2,799,276.67 0.00	1.39 % 0.00	P-1 A-1+	0.09 0.09
69349JHL0	PNC Bank Discount CP 0.2% Due 8/20/2012	1,700,000.00	06/25/2012 0.20 %	1,699,480.55 1,699,527.77	99.97 0.20 %	1,699,527.77 0.00	0.84 % 0.00	P-1 A-1	0.14 0.14
06416JHW6	Bank of Nova Scotia Discount CP 0.185% Due 8/30/2012	750,000.00	05/31/2012 0.19 %	749,649.27 749,768.75	99.97 0.19 %	749,768.75 0.00	0.37 % 0.00	P-1 A-1+	0.17 0.17
89233GKF2	Toyota Motor Credit Discount CP 0.38% Due 10/15/2012	1,300,000.00	04/18/2012 0.39 %	1,297,530.00 1,298,545.44	99.89 0.39 %	1,298,545.44 0.00	0.64 % 0.00	P-1 A-1+	0.29 0.29





### Holdings Report

As of 6/30/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
<b>COMMERCIAL PAPER</b>									
89233GLT1	Toyota Motor Credit Discount CP 0.33% Due 11/27/2012	1,600,000.00	05/31/2012 0.34 %	1,597,360.00 1,597,814.67	99.86 0.34 %	1,597,814.67 0.00	0.79 % 0.00	P-1 A-1+	0.41 0.41
<b>Total Commercial Paper</b>		<b>8,150,000.00</b>	<b>0.29 %</b>	<b>8,139,726.49</b> <b>8,144,933.30</b>	<b>0.29 %</b>	<b>8,144,933.30</b> <b>0.00</b>	<b>4.04 %</b> <b>0.00</b>	<b>P1</b> <b>A-1</b>	<b>0.20</b> <b>0.20</b>
<b>FDIC INSURED US CORPORATE</b>									
36967HAV9	GE Capital Corp FDIC Guaranteed Note 2.125% Due 12/21/2012	3,645,000.00	05/19/2010 1.27 %	3,723,710.13 3,659,455.26	100.86 0.31 %	3,676,419.90 2,151.56	1.83 % 16,964.64	Aaa AA+	( (
<b>Total FDIC Insured US Corporate</b>		<b>3,645,000.00</b>	<b>1.27 %</b>	<b>3,723,710.13</b> <b>3,659,455.26</b>	<b>0.31 %</b>	<b>3,676,419.90</b> <b>2,151.56</b>	<b>1.83 %</b> <b>16,964.64</b>	<b>Aaa</b> <b>AA+</b>	( (
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	27,039,702.85	Various 0.35 %	27,039,702.85 27,039,702.85	1.00 0.35 %	27,039,702.85 26,406.91	13.44 % 0.00	NR NR	( (
<b>Total LAIF</b>		<b>27,039,702.85</b>	<b>0.35 %</b>	<b>27,039,702.85</b>	<b>0.35 %</b>	<b>27,039,702.85</b> <b>26,406.91</b>	<b>13.44 %</b> <b>0.00</b>	<b>NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>MONEY MARKET FUND FI</b>									
431114701	Highmark Govt Money Market Fund	184,504.13	Various 0.00 %	184,504.13 184,504.13	1.00 0.00 %	184,504.13 0.00	0.09 % 0.00	Aaa AAA	0.00 0.00
<b>Total Money Market Fund FI</b>		<b>184,504.13</b>	<b>N/A</b>	<b>184,504.13</b>	<b>0.00 %</b>	<b>184,504.13</b> <b>0.00</b>	<b>0.09 %</b> <b>0.00</b>	<b>Aaa</b> <b>AAA</b>	<b>0.00</b> <b>0.00</b>
<b>NEGOTIABLE CD</b>									
89112XWE1	Toronto Dominion Bank CD 0.245% Due 11/9/2012	3,640,000.00	05/07/2012 0.24 %	3,640,000.00 3,640,000.00	100.00 0.24 %	3,640,000.00 1,337.70	1.81 % 0.00	P-1 A-1+	0.36 0.36
<b>Total Negotiable CD</b>		<b>3,640,000.00</b>	<b>0.24 %</b>	<b>3,640,000.00</b>	<b>0.24 %</b>	<b>3,640,000.00</b> <b>1,337.70</b>	<b>1.81 %</b> <b>0.00</b>	<b>Aaa</b> <b>AAA</b>	<b>0.36</b> <b>0.36</b>
<b>US CORPORATE</b>									
931142CL5	Wal-Mart Stores Note 4.25% Due 4/15/2013	3,260,000.00	Various 1.54 %	3,491,366.25 3,328,004.69	102.99 0.46 %	3,357,457.71 29,249.45	1.68 % 29,453.02	Aa2 AA	0.79 0.78
459200GR6	IBM Corp Note 2.1% Due 5/6/2013	1,225,000.00	01/27/2011 1.00 %	1,255,269.75 1,236,282.69	101.33 0.53 %	1,241,268.00 3,930.21	0.62 % 4,985.31	Aa3 AA-	0.85 0.84
91159HGY0	US Bancorp Callable Note Cont 8/13/13 1.375% Due 9/13/2013	2,665,000.00	Various 1.32 %	2,668,966.65 2,666,524.57	100.85 0.61 %	2,687,647.17 10,993.13	1.34 % 21,122.60	Aa3 A	1.21 1.11
254687AW6	Walt Disney Corp Note 4.5% Due 12/15/2013	1,720,000.00	Various 1.23 %	1,873,880.60 1,800,200.35	105.88 0.45 %	1,821,051.73 3,440.00	0.91 % 20,851.38	A2 A	1.46 1.42

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### Holdings Report

As of 6/30/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
<b>US CORPORATE</b>									
525ESC2W8	Lehman Brothers ESCROW CUSIP - Defaulted Due 2/6/2014	1,000,000.00	04/16/2012 0.22 %	996,000.00 180,000.00	22.75 117.67 %	227,500.00 0.40	0.11 % 47,500.00	NR NR	1.61 1.01
24422ERA9	John Deere Capital Corp Note 1.6% Due 3/3/2014	440,000.00	02/28/2011 1.63 %	439,564.40 439,757.56	101.57 0.65 %	446,922.96 2,307.56	0.22 % 7,165.40	A2 A	1.67 1.65
166751AH0	ChevronTexaco Corp Note 3.95% Due 3/3/2014	2,473,000.00	Various 1.56 %	2,644,928.56 2,569,024.52	105.50 0.64 %	2,609,034.78 32,018.48	1.31 % 40,010.26	Aa1 AA	1.67 1.61
665859AK0	Northern Trust Company Note 4.625% Due 5/1/2014	1,850,000.00	10/20/2010 1.33 %	2,058,421.00 1,958,593.18	107.01 0.77 %	1,979,622.10 14,260.42	0.99 % 21,028.92	A1 A+	1.84 1.77
36962G4C5	General Electric Capital Corp Note 5.9% Due 5/13/2014	3,075,000.00	Various 2.88 %	3,411,681.00 3,237,680.27	108.62 1.22 %	3,340,203.38 24,190.00	1.67 % 102,523.11	A1 AA+	1.87 1.78
74005PAQ7	Praxair Note 5.25% Due 11/15/2014	850,000.00	09/24/2010 1.60 %	973,471.00 920,987.64	110.22 0.89 %	936,895.50 5,702.08	0.47 % 15,907.86	A2 A	2.38 2.25
09247XAD3	Blackrock Inc Note 3.5% Due 12/10/2014	1,630,000.00	Various 2.84 %	1,674,920.75 1,654,387.84	106.07 0.98 %	1,728,978.50 3,327.92	0.86 % 74,590.66	A1 A+	2.45 2.35
713448BM9	Pepsico Inc. Note 3.1% Due 1/15/2015	2,530,000.00	Various 2.04 %	2,641,540.25 2,594,668.16	105.32 0.98 %	2,664,626.36 36,164.95	1.34 % 69,958.20	Aa3 A-	2.55 2.42
46625HHP8	JP Morgan Chase Note 3.7% Due 1/20/2015	2,550,000.00	Various 3.34 %	2,584,656.00 2,571,935.00	104.31 1.96 %	2,659,859.10 42,195.42	1.34 % 87,924.10	A2 A	2.56 2.40
459200HB0	IBM Corp Note 0.55% Due 2/6/2015	695,000.00	02/01/2012 0.72 %	691,601.45 692,054.18	99.35 0.80 %	690,490.15 1,539.62	0.34 % (1,564.03)	Aa3 AA-	2.61 2.08
94980VAA6	Wells Fargo Bank Note 4.75% Due 2/9/2015	2,475,000.00	Various 3.65 %	2,584,316.50 2,539,964.22	107.17 1.92 %	2,652,442.65 46,371.87	1.34 % 112,478.43	A1 A+	2.71 2.71
084670AV0	Berkshire Hathaway Note 3.2% Due 2/11/2015	2,485,000.00	06/09/2010 2.65 %	2,545,012.75 2,518,653.66	106.18 0.81 %	2,638,543.18 30,924.44	1.33 % 119,889.52	Aa2 AA+	2.62 2.49
191216AX8	Coca Cola Company Note 0.75% Due 3/13/2015	2,090,000.00	Various 0.80 %	2,086,645.55 2,086,976.16	100.20 0.67 %	2,094,221.80 4,658.96	1.04 % 7,245.64	Aa3 A+	2.70 2.67
06406JHB4	Bank of New York Mellon Note 4.95% Due 3/15/2015	2,360,000.00	Various 2.11 %	2,645,950.90 2,531,726.82	108.48 1.73 %	2,560,198.80 34,397.01	1.29 % 28,471.98	A1 A	2.71 2.52
717081DA8	Pfizer Inc. Note 5.35% Due 3/15/2015	1,550,000.00	02/18/2011 2.33 %	1,730,497.50 1,670,372.32	111.81 0.93 %	1,733,008.50 24,416.81	0.87 % 62,636.18	A1 AA	2.71 2.52
74005PAR5	Praxair Note 4.625% Due 3/30/2015	740,000.00	Various 2.58 %	807,780.55 778,911.65	110.18 0.87 %	815,299.44 8,651.32	0.41 % 36,387.79	A2 A	2.75 2.58
278642AB9	Ebay Inc Note 1.625% Due 10/15/2015	2,670,000.00	10/22/2010 1.66 %	2,665,327.50 2,666,904.76	102.32 0.91 %	2,732,024.10 9,159.58	1.36 % 65,119.34	A2 A	3.29 3.19
913017BU2	United Tech Corp Note 1.8% Due 6/1/2017	170,000.00	05/24/2012 1.82 %	169,853.80 169,856.20	102.12 1.35 %	173,610.46 255.00	0.09 % 3,754.26	A2 A	4.92 4.69
<b>Total US Corporate</b>		<b>40,503,000.00</b>	<b>2.03 %</b>	<b>42,641,652.71</b> <b>40,813,466.44</b>	<b>1.62 %</b>	<b>41,790,906.37</b> <b>368,154.63</b>	<b>20.94 %</b> <b>977,439.93</b>	<b>A1</b> <b>A+</b>	<b>2.16</b> <b>2.05</b>



Holdings Report

As of 6/30/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
<b>US TREASURY</b>									
912828HE3	US Treasury Note 4.25% Due 9/30/2012	1,775,000.00	03/12/2010 1.22 %	1,909,517.67 1,788,162.48	101.01 0.22 %	1,792,957.68 18,962.43	0.90 % 4,795.20	Aaa AA+	0.25 0.25
912828HM5	US Treasury Note 3.625% Due 12/31/2012	2,550,000.00	03/12/2010 1.35 %	2,708,785.88 2,578,432.31	101.70 0.22 %	2,593,329.60 251.19	1.29 % 14,897.29	Aaa AA+	0.50 0.50
912828JQ4	US Treasury Note 2.75% Due 10/31/2013	2,325,000.00	05/10/2010 1.65 %	2,411,188.48 2,358,076.27	103.25 0.30 %	2,400,653.17 10,772.08	1.20 % 42,576.90	Aaa AA+	1 1
912828NP1	US Treasury Note 1.75% Due 7/31/2015	4,050,000.00	04/06/2011 1.99 %	4,009,355.36 4,020,986.54	103.96 0.46 %	4,210,416.45 29,596.15	2.11 % 189,429.91	Aaa AA+	3 2
912828PE4	US Treasury Note 1.25% Due 10/31/2015	3,600,000.00	Various 1.35 %	3,584,379.25 3,588,174.16	102.49 0.50 %	3,689,719.20 7,581.52	1.84 % 101,545.04	Aaa AA+	3 3
912828PJ3	US Treasury Note 1.375% Due 11/30/2015	3,590,000.00	05/16/2011 1.63 %	3,549,905.00 3,559,807.69	102.95 0.50 %	3,695,736.27 4,180.98	1.84 % 135,928.58	Aaa AA+	3 3
912828PS3	US Treasury Note 2% Due 1/31/2016	3,505,000.00	05/16/2011 1.70 %	3,551,973.24 3,540,790.44	105.22 0.53 %	3,687,918.94 29,272.53	1.85 % 147,128.50	Aaa AA+	3 3
912828QA1	US Treasury Note 2.25% Due 3/31/2016	3,435,000.00	Various 1.33 %	3,578,212.10 3,548,815.44	106.34 0.54 %	3,652,909.53 19,427.45	1.82 % 104,094.09	Aaa AA+	3.75 3.60
912828RU6	US Treasury Note 0.875% Due 11/30/2016	3,425,000.00	12/22/2011 0.89 %	3,423,004.63 3,423,211.93	100.99 0.65 %	3,458,982.85 2,538.34	1.72 % 35,770.92	Aaa AA+	4.42 4.33
912828SC5	US Treasury Note 0.875% Due 1/31/2017	1,710,000.00	06/20/2012 0.70 %	1,723,298.31 1,723,219.39	100.87 0.68 %	1,724,829.12 6,248.08	0.86 % 1,609.73	Aaa AA+	4.59 4.47
<b>Total US Treasury</b>		<b>29,965,000.00</b>	<b>1.43 %</b>	<b>30,449,619.92</b> <b>30,129,676.65</b>	<b>0.47 %</b>	<b>30,907,452.81</b> <b>128,830.75</b>	<b>15.41 %</b> <b>777,776.16</b>	<b>Aaa</b> <b>AA+</b>	<b>3.</b> <b>2.</b>
<b>TOTAL PORTFOLIO</b>		<b>195,227,859.33</b>	<b>1.32 %</b>	<b>200,145,137.94</b> <b>197,037,159.59</b>	<b>0.74 %</b>	<b>200,369,191.89</b> <b>1,002,066.52</b>	<b>100.00 %</b> <b>3,332,032.30</b>	<b>Aa1</b> <b>AA</b>	<b>2.21</b> <b>2.11</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>201,371,258.41</b>			

Item No. A.20  
909-



City of Moreno Valley  
June 30, 2012

**COMPLIANCE WITH INVESTMENT POLICY**

*Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.*

Category	Standard	Comment
Local Agency Bonds	No Limitation	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity	Complies
Commercial Paper	25% maximum; <270 days maturity; A-1/P-1/F-1 minimum ratings	Complies
Negotiable Certificates of Deposit	30% maximum; 5 years maximum maturity	Complies
Repurchase Agreements	No limitation; 1-year maximum maturity	Complies
Reverse Repurchase Agreements	20% maximum; <92 days maturity	Complies
Medium Term Notes	30% maximum; 5 years maximum maturity; A-rated or better	Complies
Money Market Mutual Funds	20% maximum; AA Af/Aaaf, minimum rating	Complies
Collateralized Certificates of Deposits	5 years maximum maturity	Complies
Time Deposits	5 years maximum maturity	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest- only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Maximum maturity	5 years	Complies



# Holdings Report Glossary

**CUSIP** (Committee on Uniform Securities Identification Procedures) – A unique identification number assigned to all securities.

**Security Description** - The issuer name, coupon (periodic interest payment rate) and maturity.

**Par Value/Units** - The face value or number of units held in the portfolio.

**Purchase Date** - The settlement date on which the security was purchased.

**Book Yield** - The YTM that equates the current amortized value of the security to its periodic future cash flows.

**Cost Value** - The value at which the securities were purchased, excluding purchased interest.

**Book Value** - The value at which an asset is carried on a balance sheet. To calculate, take the cost of an asset +/- accretion/amortization.

**Mkt Price** - The current fair value market price.

**Mkt YTM** – The internal rate of return that equates the periodic future cash flows (interest payments and redemption value) to the market price, assuming that all cash flows are invested at the YTM rate.

**Market Value** - The current fair value of an investment as determined by transactions between willing buyers and sellers.

**Accrued Int.** - The interest that has accumulated on a bond since the last interest payment up to, but not including, the settlement date.

**% of Port.** - The % of the portfolio that the security represents based on market value, including accrued interest.

**Gain/Loss** – The unrealized gain or loss on the security, compared to either cost or amortized value, as of the date of the report.

**Moody** - The Moody's rating for the security.



# Holdings Report Glossary (continued)

**S&P** - The Standard and Poor's rating for the security.

**Term (yrs)** - The time, in years, until maturity.

**Duration** - The weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.



## BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of Portfolio
<b>Wells Fargo Community Facilities District 87-1 (IA-1)</b>										
special tax funds	22631800	money market fund	WF Govt Fund	06/30/12	07/01/12	1,035,858	0.01%	0.01%	1.00000	7.357%
reserve fund	22631804	money market fund	WF Govt Fund	06/30/12	07/01/12	1,028,998	0.01%	0.01%	1.00000	7.308%
admin exp acct	22631805	money market fund	WF Govt Fund	06/30/12	07/01/12	377	0.01%	0.01%	1.00000	0.003%
debt service acct	22631809	money market fund	WF Govt Fund	06/30/12	07/01/12	535,946	0.01%	0.01%	1.00000	3.806%
special tax funds	22631900	money market fund	WF Govt Fund	06/30/12	07/01/12	389,070	0.01%	0.01%	1.00000	2.763%
reserve fund	22631904	money market fund	WF Govt Fund	06/30/12	07/01/12	3,658,414	0.01%	0.01%	1.00000	25.983%
admin exp acct	22631905	money market fund	WF Govt Fund	06/30/12	07/01/12	8	0.01%	0.01%	1.00000	0.000%
						6,648,671				
<b>Wells Fargo CFD # 5</b>										
Series B Revenue	22333500	money mkt fund	WF Govt Fund	06/30/12	07/01/12	189,790	0.01%	0.01%	1.00000	1.348%
Series B reserve	22333503	money mkt fund	WF Govt Fund	06/30/12	07/01/12	532,609	0.01%	0.01%	1.00000	3.783%
Series B admin fund	22333504	money mkt fund	WF Govt Fund	06/30/12	07/01/12	127	0.01%	0.01%	1.00000	0.001%
						722,526				
<b>Wells Fargo 2007 Redevelopment Agency Tax Allocation Bonds Sereis A</b>										
debt service fund	22631700	money mkt fund	WF Govt Fund	06/30/12	07/01/12	2	0.01%	0.01%	1.00000	0.000%
						2				
<b>Wells Fargo 2005 Lease Revenue Bond</b>										
bond fund	18042800	money mkt fund	WF Govt Fund	06/30/12	07/01/12	22	0.01%	0.01%	1.00000	0.000%
reserve fund	18042804	money mkt fund	WF Govt Fund	06/30/12	07/01/12	2,992,753	0.01%	0.01%	1.00000	21.256%
construction fund	18042806	money mkt fund	WF Govt Fund	06/30/12	07/01/12	1,315,143	0.01%	0.01%	1.00000	9.341%
						4,307,918				
<b>Wells Fargo 2007 Taxable Lease Revenue Bonds - Electric Utility</b>										
bond fund	22277600	money mkt fund	WF Govt Fund	06/30/12	07/01/12	3	0.01%	0.01%	1.00000	0.000%
construction fund	22277604	money mkt fund	WF Govt Fund	06/30/12	07/01/12	2,056,689	0.01%	0.01%	1.00000	14.607%
						2,056,692				
<b>Wells Fargo Automall Refinancing</b>										
revenue fund	20350300	revenue	WF Govt Fund	06/30/12	07/01/12	84,696	0.01%	0.01%	1.00000	0.602%
reserve fund	20350303	reserve	WF Govt Fund	06/30/12	07/01/12	259,314	0.01%	0.01%	1.00000	1.842%
admin fund	20350304	reserve	WF Govt Fund	06/30/12	07/01/12	26	0.01%	0.01%	1.00000	0.000%
						344,036				
<b>Totals</b>						<b>14,079,845</b>				

Type	Summary of Bond Proceeds with Fiscal Agents	
1	Construction Funds	3,371,832
2	Principal & Interest Accounts	620,793
3	Debt Service Reserve Funds	9,897,019
4	Custody Accounts	0
5	Arbitrage Rebate Accounts	0
6	Other Accounts	190,201
<b>Total Fiscal Agent Funds</b>		<b>14,079,845</b>

## DEFERRED COMPENSATION FUNDS

### Nationwide

Fund	Market Value as of June 30,2012	Fund	Market Value as of June 30,2012	Fund	Market Value as of June 30,2012
Liquid Savings	\$1,237,104	Drey SmCap I	6	N B Socially Responsive Fund	19,067
Nationwide Fixed (Part Time Employee)	496,984	American Century Balanced	32	DFA US Micro Cap Port	66,185
Liquid Savings (Part Time Employees)	260,872	Am Century Growth	54,313	Federated Kaufmann Fund	83,429
Certificates of Deposit 1 year	20,096	Am Century Select	102,644	Invesco Mid Cap Core Equity	20,837
Certificates of Deposit 3 years	16,296	JP Morgan Mid Cap Value A	625,190	Nationwide Ret Inc Inst Svc	90
Certificates of Deposit 5 years	82,127	Vanguard Index 500	85,964	Nationwide InvDes Mod Cons Fund SC	41,927
Bond Fund of America	60,504	Vanguard Institutional Index	426,173	Nationwide InvDes Mod Aggr Fund	703,984
Growth Fund of America	77,347	Vanguard Wellington	16,436	Nationwide InvDes Aggr Fund	51,676
Investment Co. of America	29,804	Vanguard Windsor II	52,605	Nationwide InvDes Mod Fd	428,484
Income Fund of America	115,492	Vanguard Total Bond Index	188,461	Nationwide Inv Des Cons	87,115
Brown Cap Mgmt Inc SM Co	43,508	Washington Mutual Inv	62,194	Nationwide Large Cap Growth	46,173
Fidelity Independence	1,626	Templeton Foreign I	0	Nationwide Inter Val Inst Svc	23,873
Fidelity Equity Income	31,893	EuroPacific Growth	240,266	Nationwide US Sm Cap Val Ins Svc	1,008
Fidelity Magellan	200,299	Stable Fund C	2,502,591	Nationwide Dest 2020 Inst Svc	104,546
Fidelity Puritan	85,632	PBHG Growth Fund	0	Nationwide Dest 2025 Inst Svc	82,731
Fidelity Contrafund	273,275	DWS High Income Fund A	76,558	Nationwide Dest 2030 Inst Svc	34,268
Janus Fund	54,361	DWS Eq Divd A	51,657	Nationwide Dest 2045 Inst Svc	2,724
Janus Advisor Forty	37,614	Oppenheimer Global Fund A	202,598	<b>Total Nationwide Deferred</b>	<b>\$9,610,639</b>

### ICMA

Fund	Market Value as of June 30,2012	Fund	Market Value as of June 30,2012
Aggressive Oppor.	\$177,129	VT Royce Premeir	3,815
International	167,858	VT Ranier Small/Mid Cap Eq	33,753
All Equity Growth	114,671	VT Fidelity Contrafund	174,010
Growth and Income	203,441	VT Vantagepoint Overseas Equity Index Fund	68,123
Broad Market	60,637	VT Fidelity Diversified International	50,273
500 Stock Index	67,063	VT Allianz NFJ Div Value	43,309
Equity Income	306,223	VT Oppenheimer Main Street	1,827
Asset Allocation		VT Fidelity Puritan	5,447
Core Bond	76,145	VT Calvert Equity Portfolio	3
Cash Management	26,090	VT TR Price Growth Stock Adv	18,061
Plus Fund	1,102,670	VT Nuveen Real Estate Secs	31,246
Savings Oriented	19,517	VT TR Price Small Cap Value	117,361
Conservative Growth	153,913	VT Vantagepoint MS Ret Inc	34,883
Traditional Growth	246,010	VT Vantagepoint Inflation Protected Securities	83,507
Long-Term Growth	342,288	VT Vantagepoint Select Value	34
Milestone 2010	13,614	VT Vantagepoint Mid/Sm Index	13,667
Milestone 2015	821	VT PIMCO Total Return	50,483
Milestone 2025	17,584	VT PIMCO High Yield	57,646
Milestone 2030	12,051	VT Harbor International Admi	15,616
Milestone 2035	14,162	VT Harbour Mid Cap Growth Admin	0
Milestone 2040	3,990		
Vantage Growth Fund	218,636	<b>Total ICMA</b>	<b>\$4,147,577</b>

### Summary by Plan

Deferred Compensation Plan	Market Value as of June 30,2012
Total Nationwide	\$9,610,639
Total ICMA	4,147,577
<b>Total Deferred Compensation Plans</b>	<b>\$13,758,216</b>

### Summary by Investment Type

Investment Type	Market Value as of June 30,2012
Savings Deposits and CD's	\$4,533,943
Mutual Funds	9,224,273
<b>Total Deferred Compensation Plans</b>	<b>\$13,758,216</b>

# BOND MARKET REVIEW

A MONTHLY REVIEW OF  
FIXED INCOME MARKETS



## WHAT'S INSIDE

- Market Summary ..... 1
  - Yield Curve
  - Current Yields
- Economic Round-Up..... 2
  - Credit Spreads
  - Economic Indicators
- Corporate Credit Ratings..... 3
  - Risk of Downgrades Has Increased

Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

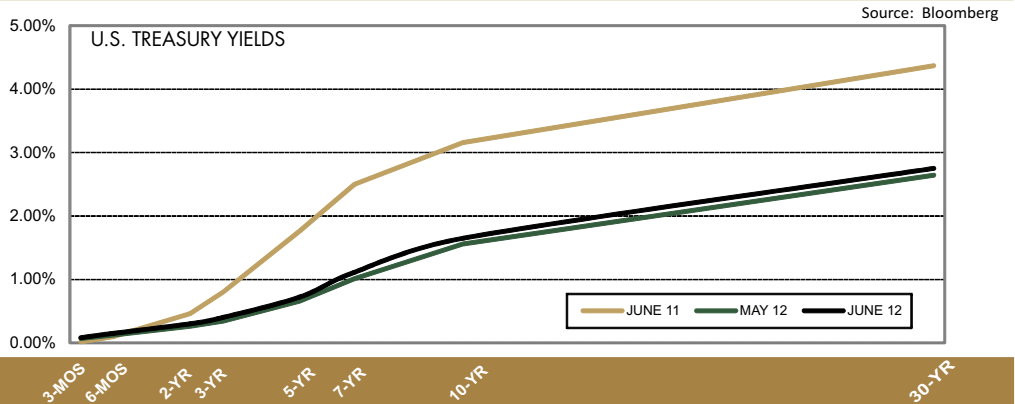
## Market Summary

Treasury rates moved slightly higher in June in spite of disappointing economic data, ongoing concerns about Europe's sovereign debt crisis, and the extension of Operation Twist. The markets are trading in a tight range despite market speculation that additional measures to stimulate economic growth from global central banks may be forthcoming. Despite the small back-up in rates between May 31st and June 30th, the overall supply of high quality sovereign debt has continued to decrease as the European financial crisis has escalated, which will continue to support U.S. Treasury market valuations.

The domestic economy has slowed and we believe downside risks remain. Uncertainty regarding an ultimate resolution of the European debt crisis continues to create significant volatility in the financial markets, and concerns about the U.S. reaching a "fiscal cliff" have grown here in the U.S. Domestic economic data continued to be mostly disappointing in June, with the exception of some mildly better than expected housing market data. The past four U.S. non-farm payroll reports have been weaker than expected. In June, the economy added just 80,000 jobs, below the consensus forecast of 90,000. The unemployment rate also remained elevated and unchanged at 8.2%. Consumer confidence has recently declined and retail sales trends have weakened. Manufacturing trends have also slowed, according to the most recent ISM manufacturing index report. While we still expect positive U.S. GDP growth over the next few quarters, we believe growth is likely to be quite sluggish.

Monetary policy in the United States remains very accommodative with assurance from the Federal Reserve that the fed funds rate will remain exceptionally low through late 2014. In June, the Federal Open Market Committee left policy rates unchanged at a range of 0-0.25% and acknowledged that the economy has slowed. The FOMC also announced that it would extend Operation Twist (which was supposed to expire at the end of June) through the end of the year. FOMC participants expect modest improvement in the economy in upcoming quarters, but nonetheless downgraded their economic forecasts at the most recent FOMC meeting as the Fed sees significant downside risks to the outlook. Inflation has declined and the Fed believes longer-term inflation expectations are stable. The Fed cut its expectations for GDP growth for 2012 to a range of 1.9%-2.4% (from its previous forecast of 2.4%-2.9%), and for 2013 to 2.2%-2.8% (from its previous forecast of 2.7%-3.1%). The Fed is now projecting an unemployment rate of 8.0%-8.2% for 2012, and 7.5%-8.0% in 2013.

## TREASURY YIELDS ROSE SLIGHTLY IN JUNE



Treasury rates moved slightly higher in June in spite of disappointing economic data, ongoing concerns about Europe's sovereign debt crisis, and the extension of Operation Twist. The markets are trading in a tight range despite market speculation that additional measures to stimulate economic growth from global central banks may be forthcoming.

TREASURY YIELDS	6/30/12	5/31/12	CHANGE
3 Month	0.08	0.07	0.01
2 Year	0.30	0.26	0.04
3 Year	0.40	0.34	0.06
5 Year	0.72	0.66	0.06
7 Year	1.11	1.01	0.10
10 Year	1.65	1.56	0.09
30 Year	2.75	2.64	0.11

Source: Bloomberg

## Consumer Prices

In May, overall CPI inflation softened to 1.7% from 2.3% in April on a year-over-year basis, driven primarily by a decline in energy prices. The year-over-year Core CPI (CPI less food and energy) increased at a 2.3% rate in May, consistent with the trend in March and April. The core rate remains slightly higher than the Fed's inflation target of 2%.

## Retail Sales

In May, retail sales rose 5.3% on a year-over-year basis. Consumer spending has rebounded from the depths of the recession though recent activity has slowed down. Elevated unemployment levels and a recent decline in consumer confidence are likely restraining consumer spending.

## Labor Markets

The June employment report showed that the economy added just 80,000 jobs. The report was once again disappointing, and below the consensus forecast of 90,000. The net revisions for April and May were down by 1,000 jobs. The unemployment rate remained unchanged at 8.2%. The employment report has been disappointing for the past four months and suggests that the pace of the economic recovery is slowing.

## Housing Starts

Single-family housing starts rose 3.2% to 516,000 in May compared to 500,000 in April. The housing market remains under pressure, but some data has surprised to the upside this year.

## Credit Spreads Were Mixed

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top-rated commercial paper	0.17	0.13	0.04
2-year AA corporate note	0.26	0.30	(0.04)
5-year AA corporate note	0.68	0.75	(0.07)
5-year Agency note	0.34	0.34	0.00

Source: Bloomberg

Data as of 6/30/12

## Economic Data Remained Weak

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(50.1) \$Bln APR 12	(52.6) \$Bln MAR 12	(43.6) \$Bln APR 11
GDP	1.9% MAR 12	3.0% DEC 11	0.4% MAR 11
Unemployment Rate	8.2% JUN 12	8.2% MAY 12	9.1% JUN 11
Prime Rate	3.25% JUN 12	3.25% MAY 12	3.25% JUN 11
CRB Index	284.19 JUN 12	272.97 MAY 12	338.05 JUN 11
Oil (West Texas Int.)	\$84.96 JUN 12	\$86.53 MAY 12	\$95.42 JUN 11
Consumer Price Index (y/o/y)	1.7% MAY 12	2.3% APR 12	3.6% MAY 11
Producer Price Index (y/o/y)	0.7% MAY 12	1.9% APR 12	7.1% MAY 11
Dollar / EURO	1.27 JUN 12	1.24 MAY 12	1.45 JUN 11

Source: Bloomberg

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The information contained herein was obtained from sources we believe to be reliable, but we do not guarantee its accuracy. Opinions and forecasts regarding industries, companies, and/or the economy are all subject to change at any time, based on market and other conditions, and should not be construed as a recommendation.

# Corporate Credit Ratings - Risk of Downgrades Has Increased

Although corporate credit fundamentals of many high grade bond issuers have improved significantly since the financial crisis and recession, we believe the risk of an increase in the number of corporate credit rating downgrades has recently become more elevated. In some cases, the weakening of corporate credit is directly tied to the rising debt levels of sovereign issuers. For this reason, we believe the outcome of the European debt crisis and the U.S. presidential election later this year (which should provide insight into the fiscal budget outlook for the U.S. and potentially impact the U.S. credit rating), will have a meaningful influence on corporate credit ratings.

Pressure on some corporate credit issuer's fundamentals (from industrials to consumer-related corporations) is rising because of the European sovereign debt crisis, which has strained the overall European economy, and has begun to hinder revenues and earnings of many global corporations. For example, Proctor & Gamble, Ford, and Dover are among some of the companies that have recently lowered their earnings guidance, in part because of lowered demand in Europe. Should the European Union fail to find a resolution to their fiscal crisis, we expect that the corporate credit fundamentals of companies with significant exposure to Europe in particular will come under more pressure.

However, credit ratings of banks and financial institutions are most directly tied to sovereign debt ratings, and likely face the most immediate pressure. Although the intrinsic credit-worthiness of many domestic banks and financial institutions has improved over the past few years, due to increased oversight, higher capital levels, and stronger balance sheets, the implied support from the government has declined. As the credit ratings of many sovereign debt

issuers have declined due to soaring government debt levels and poor fiscal management, the credit-worthiness of their homeland banks and financial institutions has also weakened. This is because most banks and financial institutions receive credit rating boosts from implied government support (i.e. in the event of a financial crisis or liquidity event, it is assumed that the government would step in and provide a backstop). Over the past year, we have seen several sovereign credit rating downgrades, which have negatively impacted the credit ratings of many banks.

As the credit ratings of many sovereign debt issuers have declined due to soaring government debt levels and poor fiscal management, the credit-worthiness of their homeland banks and financial institutions has also weakened.

In the month of June, Moody's downgraded fifteen global banks, including high quality issuers such as JP Morgan, Credit Suisse, and HSBC. The downgrades were anticipated by Chandler's portfolio management team, and were driven in part by the perception of diminished government support, and in some cases by the banks' exposure to Europe. S&P has recently taken similar action on financial institutions in Spain due to a decline in implied support from the Spanish government. Recall that S&P downgraded the U.S. sovereign credit rating in August last year, and subsequently lowered the credit ratings of some

financial issuers whose ratings reflected government support.

S&P, Moody's, and Fitch each maintain a Negative Outlook on the sovereign credit rating of the U.S. Any potential further downgrade of the U.S. sovereign debt rating would most likely put additional downward pressure on the credit ratings of domestic banks. Moody's has indicated that they plan to update their view on the U.S. after the presidential election. Outside of the U.S., we believe the potential for further sovereign credit rating downgrades in Europe remains high, putting foreign banks at risk for further downgrades as well.

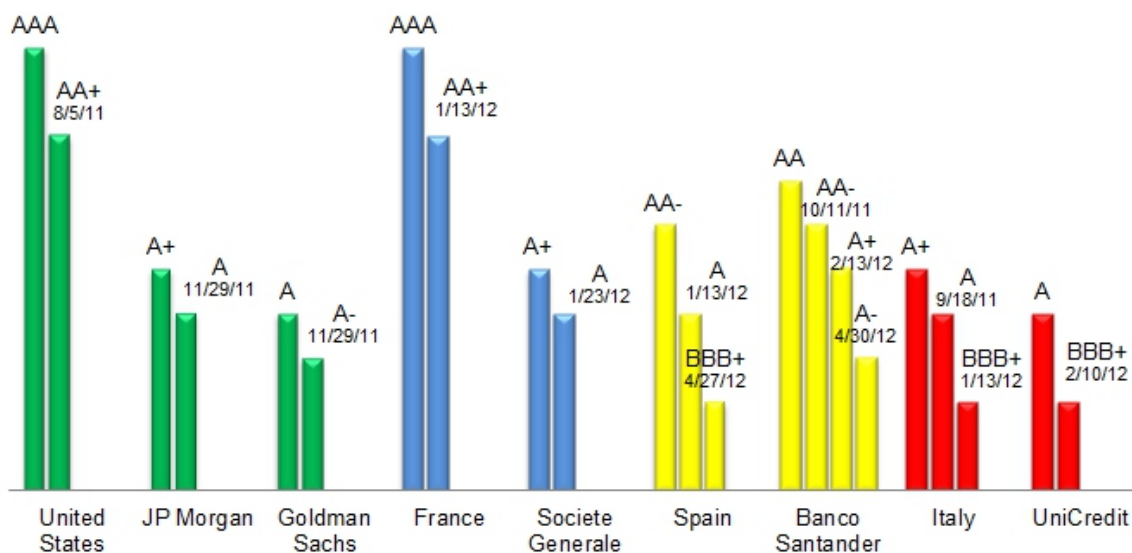


During the second quarter of 2012, the number of credit rating upgrades by Standard & Poor's outnumbered downgrades (S&P upgraded thirteen companies and downgraded five). However, in a report released earlier this month, S&P said that it expects downgrades may outnumber upgrades in the near to intermediate term, since current rating outlooks are somewhat negatively biased. According to S&P, the telecommunications services and financials sectors have the highest downgrade potential over the near to intermediate term. In a separate report, S&P also noted that their rating outlooks remain negative for the majority of large complex banks and trust banks. For most banks, they said that their outlooks reflect the negative outlook on the sovereign rating on the U.S. and the likely impact that a potential downgrade of the U.S. would have on the support factored into bank ratings. Overall, S&P has indicated that the number of potential corporate credit rating downgrades is currently at its highest level since August 2010.

Looking ahead, we believe developments in Europe, and secondarily the outcome of the U.S. presidential election, will have a significant influence on the global and domestic economy, as well as sovereign and corporate credit ratings. Because we think the downward pressure on credit ratings may be rising, the team at Chandler has taken a more conservative stance in selecting securities for our client portfolios in recent months, and we believe a more defensive posturing is prudent over the near-to intermediate-term.

- Shelly Henbest  
VP, Credit Analyst

### S&P Downward Ratings Migration Recent Downgrades of Sovereign and Bank Credit Ratings by S&P

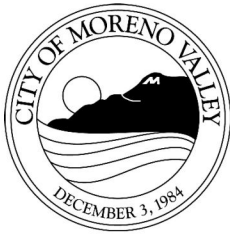


**RISKS AND OTHER IMPORTANT CONSIDERATIONS**

Past performance is not indicative of future results. This report is provided for general information purposes only and should not be construed as specific legal, tax, or financial planning advice. All opinions and views constitute judgments or relevant information as of the date of writing and such information may become outdated or superseded at any time without notice. Forecasts are inherently limited and should not be relied upon as an indicator of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy. This information should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, etc.





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

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** August 28, 2012

**TITLE:** ACCEPTANCE OF GRANT AWARD FROM THE NATIONAL ANIMAL CONTROL ASSOCIATION & THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Accept a grant award in the amount of \$6,000 from the National Animal Control Association (NACA) and the American Society for the Prevention of Cruelty to Animals (ASPCA) for the purpose of implementing ASPCA's ID-Me Animal Tagging Project.
2. Approve revenue and expense appropriations in the grant amount of \$6,000 increasing the Animal Services budget for FY 2012-13 to reflect the grant acceptance.

### **BACKGROUND**

In recognition of the valuable work of NACA, the ASPCA provided grant funding to NACA for the implementation of the ID-Me Animal Tagging Project in 25 Municipal/County Animal Care and Control Agencies. The grant project consists of 25 grants in the amount of \$6,000.00 each to governmental agencies across the country to cover the cost of an engraver machine, ID tags and collars to participate in the ASPCA ID-Me project.

## **DISCUSSION**

The ASPCA ID-Me Animal Tagging Project is a multi-phase project that investigates the use of ID tags on dogs and cats to facilitate the public's willingness and ability to return lost animals to their owners. The benefits of participating in this program are:

- Allows the public who finds a lost pet the ability to contact the pet's owner for immediate reunification.
- Potentially reduces the animal intakes at the Moreno Valley Animal Shelter, thereby realizing some cost reductions in animal care and control.
- Provides promotional opportunities for Moreno Valley Animal Shelter to highlight its partnership with the ASPCA and thereby enhance the adoption of pets by providing free collars and ID tags for pets adopted by the public.

Having met the eligibility requirements of being a municipal animal care and control program, Moreno Valley Animal Services submitted the grant application to NACA on April 30, 2012. On June 13, 2012 NACA announced the 25 award winners with the City of Moreno Valley being one of three animal care and control agencies in California to receive grant funding with the remaining participating agencies located across the United States.

Grant funds will be used to purchase an engraver machine, ID tags and collars. The Animal Services Division will place these collars and tags on each dog and cat that leaves the Moreno Valley Animal Shelter, either through adoption or return to owner. There is no cost to the pet owner to receive a collar and tag. This project is targeted to begin in September 2012 and run for approximately 12 months. At the conclusion of this project the engraving machine, valued at approximately \$2,700.00, will be kept by the Moreno Valley Animal Shelter.

## **ALTERNATIVES**

- 1) Accept the grant award of \$6,000.
- 2) Reject the grant award of \$6,000.
- 3) Provide staff with further direction.

Staff recommends Alternative Number 1.

## **FISCAL IMPACT**

The fiscal impact of accepting the \$6,000 grant award will increase the Animal Services Division's revenue budget in the amount of \$6,000 reflecting receipt of the grant funds and an increase in the expenditure budget for FY 2012-13 as identified below.

## BUDGET APPROPRIATIONS:

Account	Type	Description	Current Budget	Grant Award Allocation	Revised Budget
1010-30-38-25310-489000	REVENUE	Other Grant-Operating Revenue	0	\$6,000	\$6,000
1010-30-38-25310-620620	EXPENSE	Marketing Services-PR/Promotional	0	\$6,000	\$6,000

**SUMMARY**

Acceptance of the \$6,000 grant award from the NACA & ASPCA will allow the Animal Services Division to provide free collars and ID tags to pet owners reclaiming their lost pets as well as to new pet owners who have adopted a pet from the Moreno Valley Animal Shelter. The benefits of this project are anticipated to help lost pets that are wearing a collar and ID tag become quickly reunited with their owners, reduce the number of owned pets being impounded into the Animal Shelter, and provide a promotional opportunity for the Moreno Valley Animal Shelter to highlight its partnership with the ASPCA enhancing the adoption process by providing free collars and tags on all cats and dogs adopted.

**ATTACHMENTS**

Attachment A: NACA & ASPCA Grant Award Notice

Prepared By:  
Steve Fries  
Animal Services 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:

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John W. Mays, Executive Director  
National Animal Control Association  
P.O. Box 480851  
Kansas City, MO 64148  
Phone: 913-768-1319  
Fax: 913-768-1378  
[naca@nacanet.org](mailto:naca@nacanet.org)

June 13, 2012

**Re: ASPCA ID ME Animal Tagging Program Grant**

Dear Steven Fries,

I am pleased to advise you that the NACA Committee met recently and voted a grant to your organization in the amount of \$6,000.00. The purpose of this grant is to cover the cost of an engraver machine, ID tags and collars to participate in the ASPCA ID ME project. The grant recipients must:

- Place these collars and tags on each dog and cat that leaves their facility, either through adoption or return to owner.
- Agree to report back to NACA the number or animals that were tagged and collared during this project.
- Be a Municipal/County Animal Care and Control Agency.

In all public acknowledgments, we prefer that you indicate this gift as being received from the American Society for the Prevention of Cruelty to Animals. In order for funds to be distributed to your agency, recipients must complete and submit:

- W-9 Form (attached)
- Grant Project Timeline Acceptance (attached)

Both documents are due on or before June 30, 2012. Once received, your grant award check will be mailed to your attention to the address provided on your W-9 form.

All grant recipients will be required to write a "thank you" letter regarding your award to the ASPCA, via the address listed below:

American Society for the Prevention of Cruelty to Animals (ASPCA)  
Attn: Pam Burney  
424 E. 92nd St  
New York, NY 10128-6804

All Grant Requirements shall be submitted via e-mail or fax to:

John W. Mays, Executive Director  
National Animal Control Association  
Fax: 913-768-1378  
[naca@nacanet.org](mailto:naca@nacanet.org)

Any questions regarding the Grant Requirements should be directed to me at the e-mail address listed above. A list of grant recipients will be posted at [www.nacanet.org](http://www.nacanet.org) by June 15, 2012.

Sincerely,

***John W. Mays***

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John W. Mays  
Executive Director  
National Animal Control Association

**ASPCA<sup>®</sup>**

———— GRANTS ————

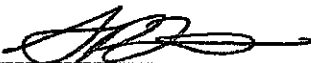
WE ARE THEIR VOICE<sup>®</sup>



### Grant Project Timeline Acceptance

Due Dates	Grant Requirements
June 30, 2012	Submit W-9 Form and acceptance of Grant Project Timeline Requirements.
July 31, 2012	Submit "thank you" letter to the ASPCA regarding your award.
August 31, 2012	Submit a copy of receipt verifying ID engraver machine purchase.
October 1, 2012	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period September 1-30, 2012.
November 1, 2012	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period October 1-31, 2012.
December 1, 2012	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period November 1-30, 2012.
January 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period December 1-31, 2012.
February 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period January 1-31, 2013.
March 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period February 1-28, 2013.
April 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period March 1-31, 2013.
May 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period April 1-30, 2013.
June 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period May 1-31, 2013.
July 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period June 1-30, 2013.
August 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period July 1-31, 2013.
September 1, 2013	Submit a written report regarding the number or animals that were tagged and collared by your agency for the period August 1-31, 2013.

Recipient's acceptance of the Grant Project Timeline:



Signature

6-21-2012

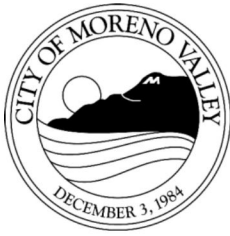
Date

ANIMAL SERVICES DIVISION MANAGER

Title

Failure to meet the reporting requirements could result in the engraving machine being returned to NACA for dispersal to other agencies.

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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Thomas M. DeSantis, Human Resources Director

**AGENDA DATE:** August 28, 2012

**TITLE:** AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT TO R.I.C. CONSTRUCTION COMPANY, INC. FOR THE CITY ANNEX BUILDING OFFICE RENOVATION PROJECT NO. 803 0004 30 40

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract to R.I.C. Construction Company, Inc., 10675 "E" Avenue Hesperia, CA 92345 as the lowest responsible bidder, for the Moreno Valley Annex Renovation Project in an amount not to exceed \$1,252,000;
2. Authorize the City Manager to execute a contract with R.I.C.;
3. Approve an additional appropriation in the amount of \$400,000 increasing the project budget from \$1,000,000 currently approved to \$1,400,000 based on the actual bids received;
4. Approve a transfer of \$400,000 from the City Hall Development Impact Fee (DIF) Fund to the Annex 1 Renovation Project and approve the revenue and expense appropriations respectively to facilitate said transfer;
5. Authorize the issuance of a Purchase Order to R.I.C. in the amount of \$1,252,000 (\$1,138,000 base bid amount plus 10% contingency) when the contract has been signed by all parties;
6. Authorize the Human Resources Director to execute any subsequent change orders to the contract with R.I.C. up to but not to exceed the Purchase Order contingency of \$114,000; and

7. Authorize the Human Resources Director to record the Notice of Completion upon determination that the work is complete, and release the retention to R.I.C. if no claims are filed against the project.

## **BACKGROUND**

In December 2006 the City purchased an 11,668 square foot building located at 14331 Frederick Street. The building, known as the City Annex, was initially intended to provide office space for multiple City Departments due to additional space needs for daily operations at that time. Due to the recession, this space was not renovated.

City staff members from four divisions currently operate in leased space located at 14325 Frederick. The four divisions, Technology Services, Facilities, Special Districts and Moreno Valley Utility will move to the City-owned Annex building located at 14331 Frederick after renovations are completed. Annual lease costs of \$168,000 will be eliminated as of June 30, 2013.

The project includes the demolition of the entire existing interior partitions from the prior multiple tenant configuration and removal of the non-functioning equipment. Renovation will include construction of new partitions, as well as installation of new tile ceilings, efficient HVAC systems, and a new roofing system. Improvements will also include one large common meeting room and a shared kitchen/lunch room. The Moreno Valley Utility Customer Service Counter will be located on the East end of the facility with signage visible from Frederick Street.

## **DISCUSSION**

On June 14, 2011, the City Council adopted the Fiscal Year 2011/2012 Capital Improvement Plan. Under this plan, \$1,000,000 was allocated for the design and construction at the City-owned building located at 14331 Frederick St.

On January 12, 2012 the Financial and Administrative Services Director executed an agreement with STK Architecture Inc. for Professional Consultant Design and Construction Management Services for the City Hall Annex Renovation Project. The design phase was completed in June, 2012; the project was opened for construction bids on June 29, 2012.

Formal bidding procedures have been followed in conformance with the Public Contract Code. A mandatory pre-bid job walk was conducted on July 10, 2012. The City Clerk opened bids at 3:00 p.m. on July 24, 2012, for the subject project. The nine (9) bids received are as follows:

<u>CONTRACTORS</u>	<u>Bid Amount</u>
1. Rasmussen Brothers Construction, Inc. ....	\$1,107,000
2. RC Construction .....	\$1,128,000
3. <b>R.I.C. Construction.</b> .....	<b>\$1,138,000</b>
4. WFC Construction. ....	\$1,157,803
5. Caltec Corp.....	\$1,174,174
6. Hamel Contracting.....	\$1,188,000
7. Avi-Con, Inc.....	\$1,263,000
8. Silver Creek Industries. ....	\$1,295,193
9. Plyco Corp.....	\$1,347,000

Staff has reviewed the bids and determined the bid submitted by R.I.C. to be the lowest-responsible bidder in possession of a valid license. No outstanding issues were identified through review of the references submitted by R.I.C.

The bid received by Rasmussen Brothers Construction, Inc. was considered non-responsive due to not meeting the following requirements as set forth in the bid document:

Page #8, number 27, "Bidders Bid" Criteria

*"All additional information required by the City regarding any subcontractor who the Bidder is required to list under the Provisions of Sections 4104 and 4107 of the Public Contract Code, other than the subcontractor's name and location (city) of business or State Contractor's License number, may be submitted by the Bidder up to 24 hours after the deadline time and date for receipt of Bids. Failure to timely provide all required subcontractor information shall result in the Bid being determined non-responsive."*

Complete sub-contractor submittal was not received until Sunday, July 29<sup>th</sup> at 12:35 pm, greater than 96 hours beyond the deadline time and date for receipt of Bids, hence, deemed non-responsive.

Bids received by both Rasmussen Brothers Construction, Inc. and RC Construction were considered non-responsive due to not meeting the following requirement as set forth in the bid document:

Section 2-3.2

*"If the Bid submitted by the Contractor fails to meet at least fifty (50) percent of the amount of the work required with its own forces, the Bid will be considered non-responsive and will be rejected with no further consideration"*

Bid document calculation states the following sub-contractor amounts:

Rasmussen Brothers Construction, Inc.	100%
Sub-Contractor Usage:	-65%
Prime Contractor Amount:	35%
RC Construction	100%
Sub-Contractor Usage:	-68%
Prime Contractor Amount:	32%

The project was approved by City Council on June 14, 2011 in the amount of \$1,000,000 based on initial construction cost estimates. Staff proceeded to hire the design architect and prepare the project for bid. Based on the actual bids received, staff is requesting to increase the project budget to \$1,400,000 to provide for the higher actual bid amounts received for the renovations and to provide a 10% contingency for the project. Currently, the City Hall Developer Impact Fee Fund has a balance of about \$2.5 million; staff is requesting approval to transfer \$400,000 in City Hall DIF fees to the Annex 1 project to complete this qualifying project. Having this space available in early 2013 is also an integral part of moving forward with the current City Hall 2<sup>nd</sup> Floor flooring repair/replacement project planned for Spring 2013.

### **ALTERNATIVES**

1. Award the construction contract to R.I.C. Construction in an amount not to exceed \$1,251,800 as the lowest responsible bidder, for the Moreno Valley Annex Renovation Project, authorize the City Manager to execute a contract with R.I.C. Construction in the form attached hereto, authorize the issuance of a Purchase Order to R.I.C. in the amount of \$1,251,800 (\$1,138,000 base bid amount plus 10% contingency) when the contract has been signed by all parties, authorize the Human Resources Director to execute any subsequent change orders to the contract with R.I.C. up to but not to exceed the Purchase Order contingency of \$113,800, and authorize the Human Resources Director to record the Notice of Completion upon determination that the work is complete, and release the retention to R.I.C. if no claims are filed against the project. *This alternative will allow for required improvements to render the space usable by City functions now occupying leased facilities.*
2. Do not award the construction contract to R.I.C. Construction Company, Inc., 10675 "E" Avenue Hesperia, CA 92345, the lowest responsible bidder, for the Moreno Valley Annex Renovation Project. *This alternative will preclude or delay the completion of much required improvements and will require continued leasing of office space to house four city divisions.*



**FISCAL IMPACT**

The design and construction of the Moreno Valley Annex Renovation project is included in the adopted Fiscal Year 2012/2013 Capital Improvement Project and was originally appropriated \$1 million in the FY 2011/12 budget. Based on the actual construction bids received, staff is requesting a transfer of \$400,000 from City Hall DIF to the Annex 1 project. Based on this action, the project is funded in the CIP budget account number 30-40-80003-720199, project number 803 0004 30 40. The funds allocated for the Moreno Valley Annex Renovation project cannot be utilized for operational activities. There is no impact on the General Fund.

**BUDGETED PROJECT FUNDS:**

**City Hall Annex Renovation Project (803 0004 30 40)**  
**FY 2012/2013 Budget (Account No. 3000-30-40-80003-720199) ..... \$1,000,000**  
**FY 2012/2013 Recommended Budget Appropriation ..... \$400,000**

**ESTIMATED PROJECT RELATED COSTS:**

Architectural Design & Construction Management & Inspection ..... \$89,000  
 Construction Costs\* ..... \$1,252,000  
 Moving and Logistics Cost ..... \$25,000  
 Parking Lot Re-Surface and Stripe..... \$10,000  
 Lock, Security & Fire Alarm Move ..... \$24,000  
**Total Estimated Project Related Costs..... \$1,400,000**

\* Includes 10% contingency

**TRANSFER APPROPRIATIONS**

Account	Type	Description	Current Budget	Proposed Increase	Revised Budget
3000-90-99-93000-802909	Revenue – Transfer In	Transfer from DIF – City Hall	\$0	\$400,000	\$400,000
2909-99-95-92909-903000	Expense – Transfer Out	Transfer to Facility Construction Fund	\$0	\$400,000	\$400,000
	Total		\$0	\$800,000	\$800,000

**BUDGET APPROPRIATION**

Account	Type	Description	Current Budget	Proposed Increase	Revised Budget
3000-30-40-80003-720199	Expense	CIP - Other	\$1,000,000	\$400,000	\$400,000
	Total		\$1,000,000	\$400,000	\$400,000

**ANTICIPATED PROJECT SCHEDULE:**

Notice of Award ..... August 2012  
 Start Construction..... September 2012  
 Complete Construction.....January 2013

**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 renovate the Moreno Valley Annex to move four divisions from leased space into a city owned facility. Staff recommends awarding the contract to R.C.I. Construction, Inc. and authorizing the issuance of a purchase order in the amount of \$1,252,000, inclusive of a 10% contingency when the agreement has been signed by all parties.

**ATTACHMENTS**

Attachment A: City Annex Building Office Renovation Agreement

Prepared By:  
Rix Skonberg  
Purchasing & Facilities Division Manager

Concurred By:  
Richard Teichert  
Financial & Administrative Services Director

Department Head Approval:  
Thomas M. DeSantis  
Human Resources Director

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

**AGREEMENT**

**BID NO. VAG 11/12-14  
ANNEX #1 TENANT IMPROVEMENTS  
14331 Frederick Street  
Moreno Valley, CA 92553**

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 **R.I.C. Construction Company, Inc.**, hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following: a) any and all Contract Change Orders issued after execution of this Agreement; b) **Addenda Nos. 1 inclusive**, issued prior to the opening of the Bids; c) the 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 Bid which includes the Non-collusion 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) in the sum total amount of **\$ 1,138,000.00**, 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 **ninety (90) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).
5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages

will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such liquidated damages shall be presumed to be in the amount of \$250.00 per working days, 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 (City), the Moreno Valley Housing Authority (MVHA), 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 and flood 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 Moreno Valley Housing Authority (MVHA), 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, MVHA, and CSD, 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 hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of 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
<b>Bodily Injury</b>	\$500,000.00	\$1,000,000.00	\$2,000,000.00
<b>Property Damage</b>	---	\$1,000,000.00	\$2,000,000.00

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

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

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

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 and flood)** 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 Moreno Valley Housing Authority, and the Moreno Valley Community Services District 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, MVHA, 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.

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 of Riverside, 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 Moreno Valley Housing Authority (MVHA), 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, MVHA, and CSD, its officers, agents, or employees.

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



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

14. 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)**

CITY OF MORENO VALLEY, Municipal Corporation

R.I.C. Construction Company, Inc.

BY: \_\_\_\_\_  
Henry Garcia, City Manager

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

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

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

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

<b><u>INTERNAL USE ONLY</u></b>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Human Resources Director
_____ 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)**

**BID NO. VAG 11/12-14**

**ANNEX #1 TENANT IMPROVEMENTS  
14331 Frederick Street  
Moreno Valley, CA 92553**

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 R.I.C. Construction Company, Inc., 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 **Bid No. VAG 11/12-14** 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)**

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

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

**BIDDER**

**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.

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

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

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

**BID NO. VAG 11/12-14**

**ANNEX #1 TENANT IMPROVEMENTS  
14331 Frederick Street  
Moreno Valley, CA 92553**

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 **R.I.C. Construction Company, Inc.**, 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 **Bid No. VAG 11/12-14**, 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)**

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

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

BIDDER

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\_\_

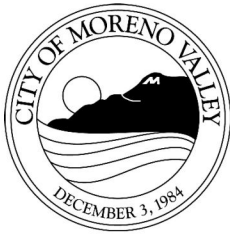
\_\_\_\_\_  
City Attorney  
City of Moreno Valley

**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.





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

## Report to City Council

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**TO:** Mayor and City Council acting in their capacity as City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** August 28, 2012

**TITLE:** RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2013 TO JUNE 30, 2013

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### **RECOMMENDED ACTION**

Staff recommends that the City Council acting in their capacity as Board Members as City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley:

1. Adopt Resolution No. 2012-71 approving a Third Recognized Obligation Payment Schedule ("Third ROPS"), for the period of January 1, 2013 to June 30, 2013;
2. Authorize the Executive Director or his designee to make modifications to the Schedule; and
3. Authorize the transmittal of the Third ROPS (Exhibit "A") to the Oversight Board for review and approval.

### **BACKGROUND**

The City of Moreno Valley is the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley (RDA) pursuant to Part 1.85 of Division 24 of the

Health and Safety Code. As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. In order to facilitate the process, on February 28, 2012, the City Council adopted Resolution No. 2012-13 approving a Recognized Obligation Payment Schedule (ROPS) for the period of January 1, 2012 through June 30, 2012, and Resolution No. 2012-22 on April 10, 2012, approving a Second Recognized Obligation Payment Schedule for the period of July 1, 2012 through December 31, 2012.

## **DISCUSSION**

### **Enforceable Obligation Payment Schedule**

In accordance with ABX1 26, the Successor Agency is required to adopt an Enforceable Obligation Payment Schedule (“EOPS”). The EOPS lists all of the Agency’s legally binding and enforceable agreement obligations and anticipated payments. Enforceable obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation costs.

Section 34177(a)(1) of ABX1 26 provides that upon the dissolution of the Agency, the Successor Agency may only make those payments required pursuant to the most recent Enforceable Obligation Payment Schedule adopted by the Agency and the Successor Agency, and until such time the Recognized Obligation Payment Schedule becomes operative.

### **Recognized Obligation Payment Schedule**

ABX1 26 requires the Successor Agency to approve a Recognized Obligation Payment Schedule (“ROPS”). The ROPS supersedes the EOPS, and is required for each six-month period.

Similar to the EOPS, the required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Agency’s legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation costs. The attached Third ROPS sets forth the enforceable obligations for the period between January 1, 2013 and June 30, 2013.

Once approved, the Third ROPS will be submitted to the Oversight Board for review and approval. Upon approval by the Oversight Board, a copy of the approved ROPS will be transmitted to the County-Auditor Controller, the State Controller’s Office, the Department of Finance, and posted to the City’s website.

## **ALTERNATIVES**

1. Adopt the attached resolution, which approves the Third Recognized Obligation Payment Schedule for the period of January 1, 2013 to June 30, 2013, authorizing the Executive Director or his designee to make modifications thereto, and authorizing the transmittal of the Schedule to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*
2. Decline to adopt the attached resolution which would not allow the City, acting as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

## **FISCAL IMPACT**

The Recognized Obligation Payment Schedule provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements. The Third ROPS will serve as authorization to pay obligations listed during the noted period. There will be some impact to the General Fund to absorb costs that are no longer paid by the former Redevelopment Agency for either RDA administration or operations and for Low and Moderate Income Housing Fund work. Staff estimates that this cost will be approximately \$200,000 for fiscal year 2012-2013.

## **SUMMARY**

As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations due for Enforceable Obligations of the former RDA. The Recognized Obligation Payment Schedule for the period of January 1, 2013 to June 30, 2013 provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements as required by law.

## **NOTIFICATION**

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

## **ATTACHMENTS/EXHIBITS**

Attachment A - Resolution No. 2012-71

Exhibit A - Third Recognized Obligation Payment Schedule

Prepared By:  
Annie Clark  
Sr. Financial Analyst

Department Head Approval:  
Barry Foster  
Community & Economic  
Development Director

Concurred by:  
Dante Hall  
Redevelopment & Neighborhood Programs Administrator

Concurred by:  
Richard Teichert  
Financial & Administrative Services Director

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

RESOLUTION NO. 2012-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2013 THROUGH JUNE 30, 2013, AND AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO MAKE MODIFICATIONS THERETO

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (“Agency”) is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* (“CRL”) and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council (“City Council”) of the City of Moreno Valley (“City”); and

WHEREAS, the Agency was established pursuant to the Redevelopment Law. The Agency was activated on February 18, 1986, by City Ordinance No. 50. The City Council adopted and approved the Redevelopment Plan for the Project Area by Ordinance 87-154 of the City on December 29, 1987 (the “Original Plan”), as subsequently amended by Ordinance No. 448 of the City adopted January 10, 1995, Ordinance No. 556 of the City adopted December 14, 1999, and Ordinance No. 732 adopted December 19, 2006 (as so amended, the “Amended Redevelopment Plan”, the area of which is referred to herein as the “Project Area”); and

WHEREAS, Parts 1.8, 1.85 and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately. ABX1 26 and ABX1 27, which are trailer bills to the 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, Part 1.85 of the CRL (“Part 1.85”) provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011 (which dated has been deemed to be February 1, 2012 pursuant to a decision by the California Supreme Court), and provides that, thereafter, a successor agency to administer the enforceable obligations of the Agency and otherwise wind up the Agency’s affairs, all subject to the review and approval by an oversight committee; and

WHEREAS, Part 1.8 of the CRL (“Part 1.8”) provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain

ATTACHMENT A

Resolution Number 2012-71  
Date Adopted: August 28, 2012

“enforceable obligations” and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

WHEREAS, in connection with the implementation of those provisions of ABX1 26 which require the adoption of an enforceable obligation schedule, the City serving as the Successor Agency has previously adopted an amended enforceable obligation schedule in the form previously submitted (the “Amended Enforceable Obligation Schedule”) and has authorized the City Manager or his designee to augment, modify or revise such Amended Enforceable Obligation Schedule; and

WHEREAS, ABX1 26 further requires the adoption of an Initial Recognized Obligation Payment Schedule; such initial Recognized Obligation Payment Schedule was approved by Resolution No. 2012-13 of the City of Moreno Valley serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley (“Successor Agency”) on February 28, 2012.

WHEREAS, ABX1 26 further requires the adoption of a Recognized Obligation Payment Schedule for every six month period; such Recognized Obligation Payment Schedule for July 1, 2012 through December 31, 2012, was approved by Resolution No. 2012-22 of the City of Moreno Valley serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley (“Successor Agency”) on April 10, 2012.

WHEREAS, an oversight board, as provided under ABX1 26 (“Oversight Board”) has been established for the former Agency;

WHEREAS, pursuant to ABX1 26 and the implementation thereof, the Successor Agency desires to adopt a Third Recognized Obligation Payment Schedule for the period covering January 1, 2013 through June 30, 2013 (“Third ROPS”), in the form submitted herewith. The Third ROPS is attached hereto, marked as Exhibit “A”, and is incorporated herein by reference. By this resolution, the City Council, on behalf of the Successor Agency, approves and authorizes the transmittal of the Third ROPS to the Oversight Board;

WHEREAS, given the adoption of ABX1 26, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency, has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of the City, in its capacity as Successor Agency to the Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

Resolution No. 2012-71  
Date Adopted: August 28, 2012



NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part of this resolution.

Section 2. That Third ROPS (Exhibit "A") is approved as the Recognized Obligation Payment Schedule as to the Agency for the above-referenced period, together with such augmentation, modification, additions or revisions as the Executive Director of the Successor Agency or his designee may make thereto.

Section 3. The City Clerk shall cause the Third ROPS to be transmitted to the Oversight Board.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 28<sup>th</sup> day of August, 2012.

---

Mayor of the City of Moreno Valley,  
Acting in the capacity of the Successor Agency

ATTEST:

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City Clerk

APPROVE AS TO FORM:

---

City Attorney

Resolution No. 2012-71  
Date Adopted: August 28, 2012

**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. 2012-71 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of August, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

City Clerk

Resolution No. 2012-71  
Date Adopted: August 28, 2012

**Successor Agency Contact Information**

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley  
County: Riverside

Primary Contact Name: Annie Clark  
Primary Contact Title: Sr. Financial Analyst  
14177 Frederick Street, Moreno Valley, CA  
Address: 92552  
Contact Phone Number: 951.413.3475  
Contact E-Mail Address: [anocharc@moval.org](mailto:anocharc@moval.org)

Secondary Contact Name: Richard Teichert  
Secondary Contact Title: Financial & Administrative Services Director  
Secondary Contact Phone Number: 951.413.3021  
Secondary Contact E-Mail Address: [richardt@moval.org](mailto:richardt@moval.org)

**EXHIBIT A**

**SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE**  
 Filed for the January 1, 2013 to June 30, 2013 Period

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley

	Total Outstanding Debt or Obligation
<b>Outstanding Debt or Obligation</b>	<b>\$ 161,932,013</b>
<b>Current Period Outstanding Debt or Obligation</b>	<b>Six-Month Total</b>
A Available Revenues Other Than Anticipated RPTTF Funding	15,022,617
B Anticipated Enforceable Obligations Funded with RPTTF	6,927,229
C Anticipated Administrative Allowance Funded with RPTTF	208,000
D Total RPTTF Requested (B + C = D)	7,135,229
Total Current Period Outstanding Debt or Obligation (A + B + C = E) <i>Should be the same amount as ROPS form six-month total</i>	\$ -
E *Enter Total Six-Month Anticipated RPTTF Funding (Obtain from county auditor-controller)	6,835,311.86
F Variance (E - D = F) <i>Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding</i>	\$ (299,917)
<b>Prior Period (January 1, 2012 through June 30, 2012) Estimated vs. Actual Payments</b> (as required in HSC section 34186 (a))	
G **Enter Estimated Obligations Funded by RPTTF (Should be the lesser of Finance's approved RPTTF amount including admin allowance or the actual amount distributed)	9,241,398
H ***Enter Actual Obligations Paid with RPTTF	11,866,792
I Enter Actual Administrative Expenses Paid with RPTTF	117,648
J Adjustment to Redevelopment Obligation Retirement Fund (G - (H + I) = J)	\$ (2,743,042)
<b>K Adjusted RPTTF</b> (The total RPTTF requested shall be adjusted if actual obligations paid with RPTTF are less than the estimated obligation amount.)	<b>\$ 9,878,271.00</b>

DOF formula is not computing correctly

\* We have not receive any confirmation of the anticipated RPTTF funding from the County, and therefore, are using the amount received previously from the County Auditor-Controller for the payment of ROPS I's obligations (property tax payment received in January 2012).  
 \*\* Gross Property Tax Amount \$9,241,398 (actual amount received from the County Auditor-Controller was \$6,835,312 - net of the pass throughs and fees of \$2,406,086).  
 \*\*\*Includes amount encumbered to be paid in 2013-2014 per Affordable Housing Agreement and enforceable obligations paid from former RDA fund balance.

Certification of Oversight Board Chairman:  
 Pursuant to Section 34177(m) of the Health and Safety code,  
 I hereby certify that the above is a true and accurate Recognized  
 Obligation Payment Schedule for the above named agency.

_____	_____
Name	Title
_____	_____
Signature	Date

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley  
 County: Riverside

Oversight Board Approval Date: \_\_\_\_\_

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)**  
**January 1, 2013 through June 30, 2013**

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source						
							LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
<b>Grand Total</b>					<b>\$ 161,932,013</b>	<b>\$ 25,512,927</b>	<b>\$ -</b>	<b>\$ 14,714,528</b>	<b>\$ 308,089</b>	<b>\$ 208,000</b>	<b>\$ 6,927,229</b>	<b>\$ -</b>	<b>\$ -</b>
1	2007 Tax Allocation Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects	Original Area	79,412,021.88	2,263,483.75					2,263,483.76		2,263,484
2	2007 Special Tax Refunding Bonds - Towngate 87-1	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities	Original Area	9,546,333.49	1,182,347.05					1,182,347.06		1,182,347
3	Improvement Area No. 1 Special Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	2,804,115.88	277,181.39					139,168.01		139,168
4	CFD No. 3 - Auto Mall Refinance	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	2,000,060.61	109,450.50					91,881.68		91,882
5	2011 Refunding of 97 LRB Bonds	Bank of America	Debt service payments for bonds issued to finance the construction of a public facility	Original Area	1,500,000.00	150,000.00					75,000.00		75,000
6	2005 Lease Revenue Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project	Original Area	13,535,660.41	600,147.50					195,348.75		195,349
7	On-going Housing Monitoring Requirements	City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area	40,000.00	40,000.00					20,000.00		20,000
8	Contract for Legal Services	Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area	72,000.00	72,000.00					36,000.00		36,000
9	Contract for Legal Services	Kronick Moskovitz Tiedemann & Girard	Legal services - Oversight Board Legal Counsel	Original Area	72,000.00	72,000.00					36,000.00		36,000
10	Contract for Abatement of Properties	Fire Prevention/Inland Empire Property Service, Inc	Nuisance/weed abatement of Agency owned properties	Original Area	7,500.00	7,500.00					2,500.00		2,500
11	Contract for Audit Services	Lance Soil & Iunghard, LLP or Approved Audit Firm	Preparation of Required Due Diligent Reviews and Annual Audit	Original Area	15,000.00	15,000.00					15,000.00		15,000
12	Contract for Special Tax Reporting	Wildan/Staff Administration	Preparation of Continuing Disclosure Report	Original Area	5,000.00	5,000.00					2,500.00		2,500
13	CalPERS Retirement Liability	The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area	599,992.00	13,855.14					-		-
14	Retiree Medical Trust (CERBT)	Medical	Unfunded Retiree Medical Trust Acct	Original Area	193,221.00	4,461.90					-		-
15	Agency Loans #1 & #2	City of Moreno Valley	City/Agency Loan Agreement	Original Area	2,217,643.00	-					-		-
16	Price Club Acquisition Note	The Price Family Charitable Fund	Participation Agreement	Original Area	1,410,529.68	480,000.00					240,000.00		240,000
17	Towngate Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area	15,655,083.42	480,000.00					240,000.00		240,000
18	Moss Bros. Autogroup Participation Agreement	Moss Bros. Autogroup	Participation Agreement	Original Area	250,000.00	250,000.00					-		-
19	Robertson's Ready Mix, Inc. OPA	Robertson's Ready Mix, Inc.	Owner Participation Agreement	Original Area	4,000,000.00	-					-		-
20	Hemlock Family Apartments	Rancho Belago, Inc.	Affordable Housing Agreement	Original Area	1,000,000.00	-					-		-
21	Rancho Dorado Apts - South (Second Phase)	Moreno Valley Housing Authority/MV Rancho Dorado Limited Partnership	Affordable Housing Agreement	Original Area	6,950,000.00	2,973,000.00					2,373,000.00		2,373,000
22		Stradling, Yocca, Carlson & Rauth	Legal services - Specific to Affordable Housing Agreement w/ Rancho Dorado Apts.	Original Area	25,000.00	25,000.00					12,500.00		12,500
23		Strickler Association	Title & Closing Costs	Original Area	5,000.00	5,000.00					2,500.00		2,500
24	Payroll Costs/Operating Costs	City of Moreno Valley/Employees	Successor Agency's Payroll & Operating Costs	Original Area	447,514.00	447,514.00				208,000			208,000
25		Excel	Capital Project Contract, CIP 79221	Original Area	50,000.00	50,000.00			50,000.00				50,000
26		Harris & Assoc.	Capital Project Contract, CIP 79221	Original Area	176,000.00	176,000.00			176,000.00				176,000
27	Sunnymead Blvd. CIP 79221	City of Moreno Valley, cost allocation, and extra admin. costs	Project Management CIP 79221	Original Area	37,300.00	37,300.00			25,000.00				25,000
28		City Consultants	Project Management CIP 79221	Original Area	9,960.00	9,960.00			8,000.00				8,000
29		Gibbs, Giden, Locher, Turner & Senet LLP	Additional Legal Fees - CIP 79221	Original Area	85,089.15	85,089.15			49,089.00				49,089
30	Storm Drain/Day Street to Cottonwood CIP 79222	Gibbs, Giden, Locher, Turner & Senet	Contractual Services PO# 42123 CIP 79222	Original Area	5,174.00	5,174.00							-
31		City of Moreno Valley	Project Management CIP 79222	Original Area									-

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley  
 County: Riverside

Oversight Board Approval Date: \_\_\_\_\_

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)**  
**January 1, 2013 through June 30, 2013**

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source						
							LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
<b>Grand Total</b>							\$ -	\$ 14,714,528	\$ 308,089	\$ 208,000	\$ 6,927,229	\$ -	\$ -
32		DMC Design	Contractual Services PO#40920 CIP 79724	Original Area	5,880.84	5,880.84							-
33		AEI-CASC	Contractual Services PO#35423 CIP 79724	Original Area	8,775.83	8,775.83							-
34	Day Street/Alessandro Blvd to Cottonwood CIP 79724	Group Delta	Contractual Services PO#39328 CIP 79724	Original Area	7,359.00	7,359.00							-
35		KDM Meridian	Contractual Services PO#41865 CIP 79724	Original Area	3,992.50	3,992.50							-
36		STI Inc	Contractual Services PO#41859 CIP 79724	Original Area	73,322.22	73,322.22							-
37		City of Moreno Valley	Project Management CIP 79724	Original Area	20,395.33	20,395.33							-
38		VA Consulting	Capital Project Contract, CIP 79725	Original Area	11,093.00	11,093.00							-
39		City of Moreno Valley	Project Management CIP 79725	Original Area	12,000.00	12,000.00							-
40	Auto Mall Street Upgrades CIP 79725	United Inspection (Geotech)	Capital Project Contract, CIP 79725	Original Area	2,294.00	2,294.00							-
41		VA Consulting Inc. (Survey)	Capital Project Contract, CIP 79725	Original Area	782.00	782.00							-
42		SME&C (Contractor)	Capital Project Contract, CIP 79725	Original Area	195,721.00	195,721.00							-
43	Indian Basin, Appurtenant CIP 79726	Lim & Nascimento Engineering	Contractual Services PO#35828 CIP 79726	Original Area	88,528.00	88,528.00		38,528.00					38,528
44		City of Moreno Valley, cost allocation, and minor expenses	Project Management CIP 79726	Original Area	38,000.00	38,000.00		18,000.00					18,000
45		AEI-CASC Engineering	Capital Project Contract, CIP 79727	Original Area	49,532.11	49,532.11		25,000.00					25,000
46	Ironwood Ave-Day St/Barclay Dr CIP 79727	City of Moreno Valley, cost allocation, and minor expenses	Project Management CIP 79727	Original Area	73,000.00	73,000.00		63,000.00					63,000
47		Contractor	Capital Project Contract, CIP 79727	Original Area	500,000.00	500,000.00		500,000.00					500,000
48		Survey Consultant	Project Management CIP 79727	Original Area	50,000.00	50,000.00		50,000.00					50,000
49		Geotechnical Consultant	Capital Project Contract, CIP 79727	Original Area	50,000.00	50,000.00		50,000.00					50,000
50		Southern California Edison	Project Management CIP 79727	Original Area	50,000.00	50,000.00		50,000.00					50,000
51		Singer & Coffin, APC	Legal services CIP 79718	Original Area	2,310.00	-		-					-
52		City of Moreno Valley	Project Management and associated costs CIP 79718	Original Area	160,000.00	160,000.00		100,000.00					100,000
53		Staff Consultants	Project Management CIP 79718	Original Area	36,000.00	36,000.00		6,000.00					6,000
54		Moreno Valley Utility	Lighting CIP 79718	Original Area	80,000.00	80,000.00		80,000.00					80,000
55		Caltrans	State-furnished materials CIP 79718	Original Area	50,000.00	50,000.00		50,000.00					50,000
56		Caltrans	State source inspection fees CIP 79718	Original Area	50,000.00	50,000.00		50,000.00					50,000
57		CHP	Construction zone enforcement (COZEEP) CIP 79718	Original Area	30,000.00	12,000.00		12,000.00					12,000
58	Nason/SR-60 Bridge CIP 79718	Parsons Transportation	Design-related costs CIP 79718	Original Area	222,571.00	222,571.00		66,000.00					66,000
59		Falcon Engineering	Construction mgmt and Inspection Services CIP 79718	Original Area	1,947,220.00	950,000.00		840,000.00					840,000
60		Contractor	Construction Contract CIP 79718	Original Area	9,700,000.00	7,000,000.00		7,000,000.00					7,000,000
61		Survey Consultant	Construction Services - Survey CIP 79718	Original Area	145,000.00	60,000.00		60,000.00					60,000
62		Geotechnical Consultant	Construction Services - Geotechnical CIP 79718	Original Area	170,000.00	90,000.00		90,000.00					90,000
63		SCE	Utility relocation CIP 79718	Original Area	20,000.00	20,000.00		20,000.00					20,000
64		EMWD	Permits/Fees, CIP 79718	Original Area	5,000.00	5,000.00		5,000.00					5,000
65		RCFC&WCD	Permits/Fees, CIP 79718	Original Area	5,000.00	5,000.00		5,000.00					5,000



Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley  
 County: Riverside

Oversight Board Approval Date: \_\_\_\_\_

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)**  
**January 1, 2013 through June 30, 2013**

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source							
							LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total	
<b>Grand Total</b>							\$ -	\$ 14,714,528	\$ 308,089	\$ 208,000	\$ 6,927,229	\$ -	\$ -	
66	Moreno Beach Ramps - Phase 1 CIP 79731	City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area	160,000.00	160,000.00		100,000.00					100,000	
67		City of Moreno Valley	City-furnished equipment - CIP 79731	Original Area	10,000.00	10,000.00		10,000.00						10,000
68		City of Moreno Valley	Project Management and associated costs CIP 79731	Original Area	6,000.00	6,000.00		6,000.00						6,000
69		Parsons Transportation	Design-related costs CIP 79731	Original Area	11,331.00	11,331.00								-
70		Parsons Transportation	Construction support CIP 79731	Original Area	130,000.00	130,000.00		54,000.00						54,000
71		Falcon Engineering	Constructability review CIP 79731	Original Area	11,885.00	11,885.00								-
72		Falcon Engineering	Construction mgmt and Inspection Services CIP 79731	Original Area	797,821.56	600,000.00		600,000.00						600,000
73		So. Calif. Edison	Utility Relocation CIP 79731	Original Area	10,000.00	10,000.00		10,000.00						10,000
74		Caltrans	State-furnished materials CIP 79731	Original Area	2,000.00	2,000.00		2,000.00						2,000
75		Caltrans	State source inspection fees CIP 79731	Original Area	50,000.00	50,000.00		50,000.00						50,000
76		CHP	CHP - construction zone enforcement (COZEEP) CIP 79731	Original Area	30,000.00	30,000.00		30,000.00						30,000
77		Contractor	Construction Contract CIP 79731	Original Area	4,500,000.00	4,500,000.00		4,500,000.00						4,500,000
78		Survey Consultant	Construction Svcs - Survey CIP 79731	Original Area	98,000.00	54,000.00		54,000.00						54,000
79		Geotechnical Consultant	Construction Svcs - Geotechnical CIP 79731	Original Area	88,000.00	84,000.00		84,000.00						84,000
80		RCFC&WCD	Permits/Fees, CIP 79731	Original Area	5,000.00	5,000.00		5,000.00						5,000
81	EMWD	Permits/Fees, CIP 79731	Original Area	31,000.00	31,000.00		31,000.00						31,000	

Name of Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley  
 County: Riverside

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III) -- Notes (Optional)  
 January 1, 2013 through June 30, 2013

Item #	Notes/Comments		
25		Excel	
26	Sunnymead Blvd. CIP 79221	Harris & Assoc.	Pending Litigation
29		Gibbs, Giden, Locher, Turner & Senet LLP	
19	Storm Drain/Day Street to Coltonwood CIP 79222 ( old 77922)	Gibbs, Giden, Locher, Turner & Senet LLP	Pending Litigation
55	Nason/SR-60 Bridge	Contract/Agreement Termination Date	Note 1: Agreement terminates upon completion of work or upon 30 days' notice.
56			
57			
91	Moreno Beach Ramps - Phase 1	Contract/Agreement Termination Date	Note 2: Contract terminates upon completion of obligation or upon amendment to agreement, whichever occurs first.
92			
93			

Name of Successor Agency:  
County:

The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley  
Riverside

Pursuant to Health and Safety Code section 34186 (a)  
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS  
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)  
January 1, 2012 through June 30, 2012

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
ROPS I		<b>Grand Total</b>				\$ -	\$ -	\$ 7,067,970	\$ 3,556,627	\$ 394,296	\$ 115,033	\$ 307,665	\$ 117,648	\$ 12,229,290	\$ 11,866,792	\$ 9,026,101	\$ 9,026,101
Page 1 of 8	1)	2007 Tax Allocation Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance various capital projects	Original Area									2,268,783.76	2,268,783.76		
Page 1 of 8	2)	2007 Special Tax Refunding Bonds - Towngate 87-1	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities	Original Area									1,175,145.00	1,175,145.00		
Page 1 of 8	3)	Improvement Area No. 1 Special Tax Refunding Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area									274,445.00	274,445.00		
Page 1 of 8	4)	CFD No. 3 - Auto Mall Refinance	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area									29,292.00	29,292.00		
Page 1 of 8	5)	2005 Lease Revenue Bonds	Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project	Original Area									599,597.50	599,597.50		
Page 1 of 8	6)	2011 Refunding of 97 LRB Bonds	Bank of America	Debt service payments for bonds issued to finance the construction of a public facility	Original Area									150,000.00	150,000.00		
Page 1 of 8	7)	On-going Housing Monitoring Requirements	City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area									20,000.00	-		
Page 1 of 8	8)	Contract for Legal Services	Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area									106,678.00	50,648.20		
of 8	9)	Contract for Legal Services	Kronick Moskovitz Tiedemann & Girard	Legal services - Oversight Board Legal Counsel	Original Area									12,500.00	13,063.50		
of 8	10)	Contract for Abatement of Properties	Inland Empire Property Service, Inc.	Nuisance/weed abatement of Agency owned properties	Original Area									7,090.00	-		
of 8	11)	Contract for Audit Services	Lance Soll & lunghard, LLP	Preparation of Financial Statements/RDA Closing Statement	Original Area									10,000.00	8,000.00		
Page 1 of 8	12)	Contract for Special Tax Reporting	Willdaru/Staff Administration	Preparation of Continuing Disclosure Report	Original Area									2,000.00	2,500.00		
Page 1 of 8	13)	CalPERS Retirement Liability	The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area									5,371.00	5,371.00		
Page 1 of 8	14)	Retiree Medical Trust (CERBT)	California Employers' Retiree Medical Trust(CERBT)/CalPERS	Unfunded Retiree Medical Trust Acct	Original Area									1,730.00	1,730.00		
Page 1 of 8	15)	Agency Loans #1 & # 2	City of Moreno Valley	City/Agency Loan Agreement	Original Area									-	-		
Page 1 of 8	17)	Price Club Acquisition Note	The Price Family Charitable Fund	Participation Agreement	Original Area									240,000.00	265,806.00		
Page 1 of 8	18)	Towngate Acquisition Note	City of Moreno Valley	Participation Agreement	Original Area									550,000.00	552,160.00		
Page 1 of 8	20)	Moss Bros. Autogroup Participation Agreement	Moss Bros. Autogroup	Participation Agreement	Original Area									232,041.00	232,041.00		
Page 1 of 8	21)	Robertson's Ready Mix, Inc. OPA	Robertson's Ready Mix, Inc.	Owner Participation Agreement	Original Area									-	-		
Page 2 of 8	21)	Hemlock Family Apartments	Rancho Belago, Inc.	Affordable Housing Agreement	Original Area									-	-		
8	22)	Oakwood Apartments	One Moreno Valley 240, L.P.	Affordable Housing Agreement	Original Area									750,000.00	750,000.00		
8	23)	Rancho Dorado Apts - South	Moreno Valley Housing Authority (MVHA)	Affordable Housing Agreement - \$2,300,000 is encumbered to be paid in 2013-2014 per Affordable Housing Agreement.	Original Area									2,500,000.00	2,300,000.00		
8	24)		Stradling, Yocca, Carlson & Rauth	Legal services - Specific to AHA	Original Area									33,000.00	-		
8	25)		Strickler Association	Title & Closing Costs	Original Area									5,000.00	550.00		
8	1)	Day St/Eucalyptus CIP 79230( old 80030)	KDM Meridian, Inc	Capital Project Contract, CIP 79230	Original Area					3,000.00	-						
8	2)		Gas Tax Allocation (Required)	Capital Project Contract, CIP 79230	Original Area					7,500.00	6,178						

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Item No. A.23





Name of Successor Agency:  
County:

The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley  
Riverside

Pursuant to Health and Safety Code section 34186 (a)  
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS  
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)  
January 1, 2012 through June 30, 2012

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other		
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	
		<b>Grand Total</b>				\$ -	\$ -	\$ 7,067,970	\$ 3,556,627	\$ 394,296	\$ 115,033	\$ 307,665	\$ 117,648	\$ 12,229,290	\$ 11,866,792	\$ 9,026,101	\$ 9,026,101	
Page 4 of 8	40)	Nason/SR-60 Bridge CIP 79728 (old 91728)	Singer & Coffin, APC	Legal Services CIP 79728	Original Area			2,000.00	-									
Page 4 of 8	41)		Parsons Transportation	Contractual Services CIP 79728	Original Area			25,000.00	25,000									
Page 4 of 8	42)		City Consultants	Project Management CIP 79728	Original Area			2,000.00	263									
Page 4 of 8	43)		Caltrans	CIP 79728	Original Area			25,000.00	-									
Page 4 of 8	44)		City of Moreno Valley	Utility relocation CIP 79728	Original Area			83,642.62	-									
Page 4 of 8	45)		City of Moreno Valley	Project Management CIP 79728	Original Area			145,000.00	52,551									
Page 4 of 8	46)		Caltrans	Source Inspection CIP 79728	Original Area			50,000.00	-									
Page 4 of 8	47)		Caltrans	State-furnished Materials CIP 79728	Original Area			50,000.00	-									
Page 4 of 8	48)		Caltrans	Construction Zone Enfrcemnt CIP 79728	Original Area			50,000.00	-									
Page 5 of 8	49)		Survey Consultant	Capital Project Contract, CIP 79728	Original Area			5,000.00	-									
Page 5 of 8	50)		Contractor	Capital Project Contract, CIP 79728	Original Area			-	-									
Page 5 of 8	51)		Falcon Engineering	Capital Project Contract, CIP 79728	Original Area			70,000.00	-									
Page 5 of 8	52)		Falcon Engineering	Constructability Review CIP 79728	Original Area			32,157.00	27,716									
Page 5 of 8	53)		Geotechnical Consultant	Capital Project Contract, CIP 79728	Original Area			5,000.00	-									
Page 5 of 8	54)		City of Moreno Valley	Project Management CIP 79728	Original Area			70,000.00	-									
Page 5 of 8	55)		Parsons Transportation	Contractual Services CIP 79728	Original Area			350,000.00	426,466									
Page 5 of 8	56)		City of Moreno Valley	Advertising/Bidding Expenses CIP 79728	Original Area			10,000.00	-									
Page 5 of 8	57)		EMWD	Meters - CIP 79728	Original Area			15,000.00	-									
Page 5 of 8	58)		RCFC&WCD	Fees CIP 79728	Original Area			5,000.00	-									
Page 5 of 8	59)		Gibbs, Giden, Locher, Turner & Senet	Advertising/bidding expenses - Spec Revisions CIP 79728	Original Area				7,287									
Page 5 of 8	60)		City of Moreno Valley	Project Management CIP 79729	Original Area			108,344.60	103,677									
Page 5 of 8	61)		STK Architecture	Capital Project Contract, CIP 79729	Original Area			200,000.00	146,784									
Page 5 of 8	62)		Silver Creek Industries	Capital Project Contract, CIP 79729	Original Area			3,000,000.00	1,649,492									
Page 5 of 8	63)		Morrison Park Fire Station CIP 79729 (old 91729)	Enco Utility	Capital Project Contract, CIP 79729	Original Area		2,100.00	1,260									
Page 5 of 8	64)		Riverside County IT	Capital Project Contract, CIP 79729	Original Area			13,210.00	4,534									
Page 5 of 8	65)		McCain Traffic Supply	Capital Project Contract, CIP 79729	Original Area			5,200.00	-									
Page 5 of 8	66)		Southern Ca Gas Co.	Capital Project Contract, CIP 79729	Original Area			5,600.00	11,173									
Page 5 of 8	67)		Construction Contract	Construction Costs CIP 79729	Original Area			345,579.49	10,343									
Page 5 of 8	68)		City of Moreno Valley	Project Management CIP 79731	Original Area			80,000.00	45,566									
Page 5 of 8	69)		Parsons Transportation	Capital Project Contract, CIP 79731	Original Area			27,054.25	27,054									
Page 5 of 8	70)		Staff Consultants	Capital Project Contract CIP 79731	Original Area			10,873.88	210									
Page 5 of 8	71)		So. Calif. Edison	Utility relocation CIP 79731	Original Area			240,472.00	-									
Page 5 of 8	72)		Caltrans	State Furnished Materials CIP 79731	Original Area			50,000.00	-									
Page 5 of 8	73)		Caltrans	Source Inspection CIP 79731	Original Area			50,000.00	-									
Page 5 of 8	74)		Survey Consultant	Capital Project Contract CIP 79731	Original Area			5,000.00	-									
Page 5 of 8	75)		City of Moreno Valley - CM/Inspection	Capital Project Contract CIP 79731	Original Area			30,000.00	-									
Page 5 of 8	76)		Geotechnical Consultant	Capital Project Contract CIP 79731	Original Area			5,000.00	-									
Page 5 of 8	77)		Falcon Engineering	Constructability Review CIP 79731	Original Area			25,000.00	7,987									
Page 5 of 8	78)		City of Moreno Valley	Project Management CIP 79731	Original Area			74,449.00	-									
Page 5 of 8	79)		RCFC&WCD	Inspection fees CIP 79731	Original Area			10,000.00	-									
Page 5 of 8	80)		CHP	Const. zone enforcement CIP 79731	Original Area			-	-									
Page 5 of 8	81)		City of Moreno Valley	Advertising & bidding CIP 79731	Original Area			10,000.00	-									
Page 5 of 8	82)		EMWD	Inspection fees CIP 79731	Original Area			-	-									
Page 5 of 8	83)		Parsons Transportation	Capital Project Contract CIP 79731	Original Area			300,000.00	238,718									
Page 5 of 8	84)		Gibbs Gidden Locher Turner & Senet	Advertising/bidding expenses - Spec Revisions CIP 79731	Original Area				7,287									
Page 5 of 8	85)		A&I Reprographics	Advertising/bidding expenses - Spec Revisions CIP 79732	Original Area				3,010									
Page 5 of 8	86)		Tax Sharing Agreement/Flood Control and Water Conservation Agreement	Riverside Flood Control and Water Conservation Dist.	Pass Through for the Construction of Storm Drain Projects CIP 99524	Original Area											5,639,404.43	5,639,404
Page 5 of 8	87)		Acquisition of Properties/Loan	Moreno Valley Housing Authority	Satisfaction of Debt	Original Area											3,386,897.00	3,386,697

Item No. A.23

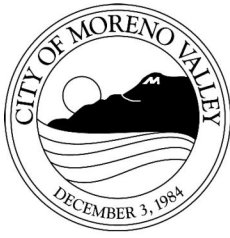
Successor Agency: The City of Moreno Valley Serving as the Successor Agency of the Community Redevelopment Agency of the City of Moreno Valley  
Riverside

Pursuant to Health and Safety Code section 34186 (a)  
 PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS  
 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)  
 January 1, 2012 through June 30, 2012

Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other															
					Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual														
<b>Grand Total</b>					\$	-	\$	-	\$	7,067,970	\$	3,556,627	\$	394,296	\$	115,033	\$	307,665	\$	117,646	\$	12,229,290	\$	11,866,792	\$	9,026,101	\$	9,026,101		
1)	City/Agency Employee Payroll	City of Moreno Valley/Employees	Payroll Costs	Original Area								247,665.00	111,553.53																	
2)	City/Agency - Operating Costs	City of Moreno Valley	Operating Costs	Original Area								60,000.00	6,094.25																	
Page 8 of 8	1) Section 33676 2% Pass Through*	Moreno Valley & Val Verde Unified SDs	Payments per former CRL 33676 - Estimates on ROP I included payments to be made in Jan & June 2012 - Actual payment made from Jan 2012 RPTTF only.																											
Page 8 of 8	2) Section 33676 2% Pass Through*	Riverside City Community College	Payments per former CRL 33676 - Estimates on ROP I included payments to be made in Jan & June 2012 - Actual payment made from Jan 2012 RPTTF only.																											
Page 8 of 8	3) Section 33676 2% Pass Through*	School Funds	Payments per former CRL 33676 - Estimates on ROP I included payments to be made in Jan & June 2012 - Actual payment made from Jan 2012 RPTTF only.																											
Page 8 of 8	4) Section 33676 2% Pass Through*	Co Supt of Schools	Payments per former CRL 33676 - Estimates on ROP I included payments to be made in Jan & June 2012 - Actual payment made from Jan 2012 RPTTF only.																											
Page 8 of 8	5) Tax Sharing Agreement/County Pass Through Agreement*	County of Riverside	Per Pass Through Agreement - Estimates on ROP I included payments to be made in Jan & June 2012 - Actual payment made from Jan 2012 RPTTF only.																											
Page 8 of 8	6) SB 2557 County Admin Fees	County of Riverside	County Administrative Fees																											
Page 8 of 8	7) Tax Sharing Agreement/Flood Control Agreement	Riverside Flood Control and Water Conservation Dist.	Per Pass Through Agreement																											

\* Estimates in the original ROPS for January 1, 2012 through June 30, 2012 included pass through payments estimates for January and June Payments. Actual payments for the same period were only for January 2012 payments. The June 2012 actual payments were made from the RPTTF for the period covering July 1, 2012 through December 31, 2012 and will be reported as such. Pass Through payments to the Taxing Agencies and to the County of Riverside were made by the Riverside County Auditor-Controller.





APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RFH</i>
CITY MANAGER	<i>mso</i>

## Report to City Council

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**TO:** Mayor and City Council acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** August 28, 2012

**TITLE:** OVERVIEW OF REDEVELOPMENT TRAILER BILL AB 1484

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### RECOMMENDED ACTION

Receive and file overview report of the Redevelopment Trailer Bill Assembly Bill 1484.

### BACKGROUND

On June 27, 2012 the California Legislature passed AB 1484. The Governor of California signed the legislation the next day on June 28, 2012. The provisions of this legislation are intended to supplement and replace those contained in last year's AB 26 ("The RDA Dissolution Act"). According to the League of California Cities, the draft bill was expedited through the legislature and appeared in print form only 30 hours before it was formally acted upon by the Assembly.

AB 1484 requires Successor Agencies and Oversight Boards to learn and implement significant new rules of conduct than the rules mandated by last year's ABx1 26. Although AB 1484 provides new flexibility for successor agencies to secure approval of repayment of certain city loans to redevelopment agencies and to use bond proceeds for their original purposes, several provisions may expose the City to penalties and liabilities for the actions and inactions of the Successor Agency. AB 1484 also added many new or modified deadlines that need to be implemented throughout the next several months starting July 12, 2012.

The attachments to this staff report summarize the new major provisions, financial demands, penalties for non-compliance and important deadlines. To date, staff has met all required AB 1484 deadlines and will continue to comply with all provisions.

**FISCAL IMPACT**

For non-compliance with the provisions of AB 1484, the California Department of Finance (DOF) and Riverside County Auditor have the exclusive authority to withhold future State sales and property tax payments to the City. In addition, the legislation provides for a \$10,000 per day penalty for not submitting ROPS by September 1, 2012, regardless of the reason or entity withholding approval authority.

**ATTACHMENTS/EXHIBITS**

- ATTACHMENT A – League of California Cities “Overview of AB 1484”
- ATTACHMENT B – League of California Cities “Major Provisions of AB 1484”
- ATTACHMENT C – League of California Cities “AB 1484: Important Dates”
- ATTACHMENT D – Assembly Bill 1484

Prepared By:  
Dante G. Hall  
Redevelopment & Neighborhood Programs Administrator

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:

**TO:** City Officials  
**FROM:** Chris McKenzie, Executive Director  
**RE:** Overview of Redevelopment Trailer Bill AB 1484 and Next Steps  
**DATE:** June 28, 2012

**Executive Summary:** The attached documents summarize the provisions and key deadlines contained in the 73-page redevelopment budget trailer bill, AB 1484, approved yesterday. It has many crucial provisions that replace those in last year's AB x1 26, including new and disturbing penalty provisions the League opposed combined with positive provisions requested by the League for repayment of city loans to redevelopment agencies, use of uncommitted bond proceeds, and new procedures for accounting for and disposing of redevelopment real estate assets. We felt it was important to provide you with this information as soon as possible. Updated versions of these documents will be distributed in the next few days and weeks. The League advised the Legislature that the bill's provisions allowing the offset of sales and property tax contain constitutional flaws, and that paired with other provisions will only increase litigation between the state and successor agencies. The League stands ready to assist in the defense of local sales tax and property tax constitutional protections however possible.,

**Background:** On June 27 the Legislature passed AB 1484, after it appeared in print only 30 hours earlier. While the bill provides important new flexibility (or "safe harbors" provisions) for successor agencies to secure approval of repayment of certain city loans to redevelopment agencies, to use bond proceeds for their original purposes, and to transfer governmental property to the city and other governmental agencies, the bill also contains unacceptable, punitive and unconstitutional provisions designed to force the payment of funds to the counties in a rapid fire fashion. Regrettably, we were not involved in the drafting of the bill, and in the few short hours the League had to review it we offered amendments to remove these disturbing provisions. The Legislature chose to reject the amendments.

As the attached overview and timetable explain, the measure provides that if a local successor agency does not make a payment of property taxes to the county for distribution to other local taxing agencies by no later than July 12, 2012, the successor agency is subject to a civil penalty of 10% of the amount owed (plus a 1.5% per month add-on penalty. Moreover, the bill authorizes the Department of Finance (DOF) to notify the Board of Equalization to suspend sales tax payments to the affected city, effective July 18. Further, a cash penalty of \$10,000 per day can be imposed for failure to submit a ROPS by September 1, 2012. This unprecedented delegation of authority to DOF is both excessive and, in some cases, unconstitutional as explained below.

The League thanked the legislators on both sides of the aisle that opposed or abstained from voting on this measure so the League's amendments could be considered. You can see the roll call of the votes at: <http://www.cacities.org/Top/News/News-Articles/2012/June/Final-Vote-Count-for-Redevelopment-Trailer-Bill-AB>. We urge you to thank them as well.

During our short window to discuss the bill with legislators we pointed out that excluding cities from the drafting of AB 1484 has led to continued drafting errors and distrust at a time when a more collaborative approach would have promoted unity and accuracy. Notwithstanding AB 1484's positive elements, its punitive provisions and the lack of consultation and collaboration has only deepened city officials' distrust of state government.

**Constitutional Flaws:** The League’s Post-Redevelopment Attorney Working Group has already begun discussing the provisions of AB 1484 and its obvious constitutional flaws. The Group will be asked to review and suggest any changes in the attached documents as well. We will send you any updates. Some of the members of the Group have indicated they anticipate the following constitutional claims could figure into future lawsuits concerning the sales tax and property tax clawback provisions.

- Sales Tax Clawback: Article XIII, section 24 says the Legislature may not “reallocate, transfer, borrow, appropriate, restrict the use of, or otherwise use the proceeds of any tax imposed or levied by a local government solely for the local government’s purposes.” The Bradley-Burns sales and use tax is imposed by a local government solely for local government’s purposes. AB 1484 “reallocates” the local sales tax to the taxing entities; “restricts the use of” the local sales tax to payment of a penalty; and “otherwise uses” the sales tax to transfer funds to the taxing entities. There is no exception in Article XIII, section 24 that allows the Legislature to “otherwise use” the sales tax to pay a penalty. The prohibition is clear and complete: the Legislature may not “use” the sales tax for any purpose, including payment of a penalty.
- Property Tax Clawback: Cities, counties, and special districts cumulatively receive a percentage share of the 1% property tax rate. Article XIII, section 25.5(a) (1) (A) prohibits the Legislature from reallocating property tax so as to reduce this cumulative percentage share. Article XIII, section 25.5(a) (3) prohibits the Legislature from reallocating property tax as between cities, counties, and special districts except with a two-thirds vote. AB 1484 was not approved by two-thirds vote, yet it reallocates city (or county) property tax to other taxing entities if a successor agency does not make certain required payments. A portion of the reallocated property tax will go to school districts, thereby reducing the cumulative percentage share received by cities, counties, and special districts. Further, a portion of the reallocated property tax will go to special districts, thereby reallocating property tax as between cities, counties, and special districts with a majority vote. There is no exception in Article XIII, section 25.5 that allows the Legislature to reallocate property tax as a penalty. The prohibition is clear and complete: No reallocation of city, county or special district property taxes to schools is allowed at all, and no reallocation of property tax among cities, counties and special districts is possible without a two-thirds vote.



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Phone: 916.658.8200 Fax: 916.658.8240  
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## Major Provisions of AB 1484<sup>1</sup>

1. **Three payments:** Successor agency must make three payments:

- July 12: Taxing entities' share of December 2011 property tax distribution to redevelopment agency/successor agency
- November 9+/-: Low-Moderate Income Housing Fund
- April 10 +/-: Unencumbered cash

In addition to these three payments, if a successor agency did not make complete 2011-12 pass-through payments, amount of payment not made will be deducted from property tax distribution from auditor-controller.<sup>2</sup>

2. **New audit by October 1:** Successor agency must retain licensed accountant to audit books:<sup>3</sup>

- Audit of LMIHF
- Audit of cash assets
- Audit of cash transfers to public agencies and private parties<sup>4</sup>

3. **New penalties:**

- **Failure to make July 12 payment:** successor agency subject to civil penalty of 10% of the amount owed plus 1.5% of the amount owed for each month that payment is not made unless DOF finds that payment of penalty will jeopardize payment of enforceable obligations. Until payment is made,

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<sup>1</sup> The League will continue to refine this analysis with the assistance of its RDA Attorney Working Group and other city officials.

<sup>2</sup> Additional information about these payments is found in the Appendix.

<sup>3</sup> Agreed-upon procedures audit completed by auditor-controller can substitute for the licensed accountant audit if it includes all statutory requirements

<sup>4</sup> Successor agency must attempt to recover cash transferred to public agency without an enforceable obligation.

July 2, 2012

successor agency may only pay bond debt. City subject to same civil penalty. City will not receive July 18 sales tax payment (up to amount owed).<sup>5</sup>

- Failure to transfer LMIHF funds: Offset of city sales tax or property tax of the amount required to be transferred<sup>6</sup>
- Failure to transfer cash assets: Offset of city sales tax or property tax of the amount required to be transferred<sup>7</sup>
- Failure to recover cash transferred to local agency without enforceable obligation: Offset of sales tax or property tax of the local agency to which the cash was transferred.<sup>8</sup>
- Failure to submit ROPS by September 1, 2012 and subsequent deadlines: City to pay civil penalty of \$10,000 per day for each day beyond deadline

#### 4. Safe Harbor: Finding of Completion<sup>9</sup>

The Department of Finance will issue a finding of completion to a successor agency that pays the following amounts:

- ✓ The amount determined in the audit of the LMIHF<sup>10</sup>
- ✓ The amount determined in the audit of all other funds<sup>11</sup>
- ✓ The amount (if any) owing to taxing entities from the December 2011 property tax payment<sup>12</sup>

The following applies to a successor agency that is issued a finding of completion:

- ✓ Loan agreements entered into between the redevelopment agency and the city are deemed to be enforceable obligations if oversight board makes a finding that loan was for legitimate redevelopment purposes. As enforceable obligations, payments are listed on ROPS<sup>13</sup>.

Repayments of loans may not begin prior to 2013-14 fiscal year at maximum amount described in statute. Repayment amounts received by city must first be used to retire outstanding amounts borrowed and owed to LMIHF of the

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<sup>5</sup> Section 34183.5(b)(2)

<sup>6</sup> Section 34179.6(h)

<sup>7</sup> Section 34179.6(h)

<sup>8</sup> Section 34179.6(h); see, also 34179.8

<sup>9</sup> Section 34191.1.

<sup>10</sup> Section 34179.6

<sup>11</sup> Section 34179.6

<sup>12</sup> Section 34183.5

<sup>13</sup> DOF continues to retain final authority to approve items listed on ROPS.

July 2, 2012



former redevelopment agency for purposes of the SERAF payment. 20% of loan repayment amount must be transferred to LMIH Asset Fund.<sup>14</sup>

- ✓ Bond proceeds derived from bonds issued on or before 12/31/10 shall be used for the purposes for which the bonds were sold. Proceeds which cannot be spent consistent with bond covenants shall be used to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation.<sup>15</sup> Use of bond proceeds listed on ROPS.<sup>16</sup>
- ✓ Real property assets: In lieu of the provisions of AB 26 which require disposal of real property assets at the direction of the oversight board, successor agency prepares a long-range property management plan and submits to oversight board and DOF for approval. Permissible uses of property include retention for governmental use; retention for future development; sale of property; use of the property to fulfill enforceable obligations. If plan directs use or liquidation of property for a project identified in an approved redevelopment plan, the property shall transfer to the city. No transfers until plan approved by oversight board and DOF.<sup>17</sup>
- ✓ Statute of Limitations: The longer statutes of limitations (2 years) to challenge actions of the former redevelopment agencies do not apply.<sup>18</sup>

## 5. New Power of State Controller<sup>19</sup>

AB 1484 directs the Controller to review the activities of successor agencies to determine whether an asset transfer occurred after January 31, 2012, between the successor agency and the city or county that created the redevelopment agency, or any other public agency that was not pursuant to an enforceable obligation on an approved ROPS. The Controller is directed to order the assets returned to the successor agency. "City" is defined very broadly to include any entity which is controlled by the city or for which the city is financially responsible or accountable.<sup>20</sup>

## 6. Increase in authority for Department of Finance

- DOF may eliminate or modify any item on an oversight board-approved ROPS. The auditor-controller must distribute property tax in accordance with changes made to the ROPS by DOF. If successor agency disputes DOF

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<sup>14</sup> 34191.4(b)(2).

<sup>15</sup> 34191.4(c)

<sup>16</sup> DOF continues to retain final authority to approve items listed on ROPS.

<sup>17</sup> Section 34191.5

<sup>18</sup> Section 33500, 33501

<sup>19</sup> Section 34178.8

<sup>20</sup> Section 34167.10. AB 26 directed the State Controller to review asset transfers from redevelopment agencies to the city or county that created the agency that occurred after January 1, 2011. If the city or county was not contractually committed to a third party for the expenditure or encumbrance of those assets, the Controller was directed to order the return the assets to the redevelopment agency or successor agency.

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action, disputed item may be carried on ROPS. If dispute resolved in favor of successor agency in the future, the past allocation of property tax to the successor agency is not changed nor is a "liability" created for any affected taxing entity.<sup>21</sup>

- DOF may review and object to oversight board actions approving (1) establishment of new repayment terms for outstanding loans; and (2) setting aside amounts in reserves as required by bond indentures, and similar documents<sup>22</sup>

## 7. New restrictions on authority of Successor agency

- No new enforceable obligations except (1) as specifically authorized by the statute; (2) in compliance with enforceable obligations that existed prior to June 28, 2011; or (3) to hire staff, acquire professional services and procure insurance.<sup>23</sup>
- May not transfer revenues or powers to any other public or private party except pursuant to enforceable obligation on an approved ROPS. Any such transfer of authority or revenues are "void" and successor agency required to reverse transfers. Controller may audit and order return of transfers of authority or revenues.<sup>24</sup>
- Actions taken by redevelopment agencies pursuant to VARP (Voluntary Alternative Redevelopment Program in AB 27) are "ultra vires" and do not create enforceable obligations.<sup>25</sup>
- If successor agency exercised power to reenter into agreements with city (section 34178) and agreement was approved by oversight board but rejected by DOF, successor agency and oversight board may not act to restore funding for the reentered agreement.<sup>26</sup>
- No reestablishment of loan agreements between successor agency and city except pursuant to safe harbor provisions.<sup>27</sup>

## 8. Miscellaneous

- City loans to successor agency: City may loan or grant funds for administrative costs, enforceable obligations or project-related expenses. Receipt and use of these funds shall be reflected on the ROPS or in the

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<sup>21</sup> Section 34179(h)

<sup>22</sup> Section 34181(f)

<sup>23</sup> Section 34177.3(a); 34177.3(b)

<sup>24</sup> Section 34177.3(c)

<sup>25</sup> Section 34177.3(d)

<sup>26</sup> Section 34178(a)

<sup>27</sup> Section 34180(a)

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administrative budget subject to oversight board approval. An enforceable obligation is created for repayment of loans.<sup>28</sup>

- New Oversight Board Provisions<sup>29</sup>
  - ✓ Auditor-controller may determine “largest special district”
  - ✓ Section 1090 does not apply to employee representative on oversight board
  - ✓ Oversight board members are protected by immunities applicable to public entities and public employees
  - ✓ Meetings at which oversight board will consider disposal of successor agency assets or allow set-aside of reserves required by bond indentures requires 10 days’ public notice.<sup>30</sup>
  - ✓ Written notice and information about all oversight board actions must be provided to DOF by electronic means. DOF has 40 (instead of 10) days to review and approve, reject, or modify oversight board action.
  - ✓ Oversight board may direct successor agency to provide additional legal or financial advice.
  - ✓ Authorized to contract with the county or other public or private agencies for administrative support
  - ✓ On matters within its purview, decisions made by oversight board “supersede those made by the successor agency or the staff of the successor agency.”<sup>31</sup>
- New authority for auditor-controller<sup>32</sup>: A county auditor-controller can object to an item on the ROPS or to the funding source listed for an item on the ROPS. Objections are sent to DOF to resolve.
- Polanco Act protection for successor agency: Cleanup plans and liability limits of redevelopment agency transferred to successor agency and to housing entity, upon entity’s request.<sup>33</sup>
- Limited authority for successor agency to refinance existing debt.<sup>34</sup>
- Successor agency is separate public entity.<sup>35</sup>

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<sup>28</sup> Section 34175(h)

<sup>29</sup> Section 34180

<sup>30</sup> Section 34181(f)

<sup>31</sup> Section 34179

<sup>32</sup> Section 34182.5

<sup>33</sup> Section 34173(f)

<sup>34</sup> Section 34177.5

<sup>35</sup> Section 34173(g)

July 2, 2012

## Appendix – Successor Agency Required Payments/Fund Transfers

### ✓ **Transfer of Unencumbered Balances**<sup>36</sup>

AB 26 requires that a successor agency transfer unencumbered cash balances and low and moderate income housing funds to the county auditor-controller for distribution to the taxing entities. AB 1484 requires a successor agency to retain the services of a licensed accountant to audit (1) the balance in the LMIHF; (2) the balance in other cash funds; (3) cash payments that were made in compliance with an enforceable obligation; and (4) cash transfers that were made without an enforceable obligation. In addition to transferring the balances in the LMIHF and other cash funds, a successor agency must make efforts to recover the cash transferred without an enforceable obligation.

### ✓ **Payment of December 2011 Taxing Entity Property Tax**<sup>37</sup>

AB 26 distributes property tax through a “waterfall” of payments which includes passthrough payments, payments to successor agencies for enforceable obligations, payments to successor agencies for administrative costs, and payments to taxing entities. The waterfall for the December 2011 property tax payment did not operate as intended because of the stay imposed by the Court in *Matosantos*. The property tax payment to taxing entities was not made. AB 1484 requires successor agencies to make those payments by July 12.

### ✓ **Payment of 2011-12 Passthrough Payments**

Some successor agencies made 2011-12 passthrough payments and some did not. AB 1484 requires the auditor-controller to reduce property tax payments to those successor agencies that did not make pass through payments in 2011-12.

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<sup>36</sup> Section 34179.5; 34179.6

<sup>37</sup> Section 34183.5

July 2, 2012



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### AB 1484: Important Dates

- July 9: County auditor-controller notifies successor agency of amount of funds owing taxing entities based upon December 2011 property tax payment<sup>1</sup>
- July 12: Successor agency must make payment to auditor-controller for deposit into Redevelopment Property Tax Trust Fund and distribution to taxing entities.<sup>2</sup>
- July 16: Auditor-controller distributes money received from successor agencies to taxing entities. Monies received after July 12 date distributed within 5 days of receipt.<sup>3</sup>
- July 18: **City sales tax payment suspended if successor agency doesn't make July 12 payment.**<sup>4</sup>
- August 1: Successor housing entity must submit to DOF a list of housing assets that contains explanation of how assets meet criteria set forth in the law. DOF will prescribe format for list. DOF may object to any of the assets within 30 days. If after meet and confer, DOF continues to object, asset must be returned to the successor agency.<sup>5</sup>
- August 10: Successor housing entity notifies successor agency of any designations of use or commitments of funds that successor housing entity authorizes successor agency to retain.<sup>6</sup>
- August 15 +/-: Oversight board meets to consider ROPS for January 1, 2013 through June 30, 2013 which must be submitted to DOF by September 1.
- September 1: ROPS for January 1, 2013 through June 30, 2013 must be submitted electronically to DOF after oversight board approval.<sup>7</sup> DOF makes determinations within 45 days. Within 5 days of determination, successor agency may request additional review and meet and confer.

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<sup>1</sup> Section 34183.5(b)(2)(A). Note: The statute, that may be drafted in error, states that if June 1 property tax payment has not been made to successor agencies, the amount owing to taxing entities will be deducted from that same June 1 payment (34183.5(b)(1)).

<sup>2</sup> Section 34183.5(b)(2)(A).

<sup>3</sup> Section 34183.5(b)(2)(A).

<sup>4</sup> Section 34183.5(b)(2)(A)

<sup>5</sup> Section 34176(a)(2). Definition of "housing asset" found at section 34176(e).

<sup>6</sup> Section 34179.6(c)

<sup>7</sup> Section 34177(m). Future ROPS must be submitted to DOF 90 days prior to property tax distribution. **City subject to civil penalty of \$10,000 per day for successor agency's failure to timely submit ROPS (Section 34177(m)(2)).**

July 2, 2012

- October 1: Auditor-controller may provide notice to successor agency of any objections to items on January – June 2013 ROPS.<sup>8</sup>
- October 1: Successor agency submits to oversight board, county auditor-controller, State Controller, and DOF results of the review of the LMIHF conducted by the licensed accountant agency must retain.<sup>9</sup> Note: licensed accountant must be approved by the county auditor-controller.
- October 1: County auditor-controller completes agreed-upon procedures audit of each redevelopment agency.<sup>10</sup> Auditor-controller provides estimate of property tax payments to successor agency for upcoming six-month period.<sup>11</sup>
- October 15: Oversight Board must review, approve, and transmit LMIHF audit to DOF, auditor-controller. Note that oversight board must hold a public session to consider audit at least five business days prior to the meeting of oversight board in which LMIHF audit is considered for approval.<sup>12</sup>
- November 9: Last day for DOF to complete review of LMIHF audit and reports findings, determinations, and decision to overturn oversight board decision to allow retention of successor agency assets.<sup>13</sup>

W/in 5 days of receipt of DOF

audit findings: Successor agency may request meet and confer to resolve disputes with DOF findings on LMIHF audit.<sup>14</sup> DOF must confirm or modify its determination and decisions within 30 days.

W/in 5 days of receipt of DOF final audit

determination: Successor agency to transfer LMIHF funds to auditor-controller.<sup>15</sup> **City sales tax/property tax may be offset for unfunded amounts.**

December 1: Successor agency may report to auditor-controller that total amount of available revenues will be insufficient to fund enforceable obligations.<sup>16</sup>

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<sup>8</sup> Section 34182.5.

<sup>9</sup> Section 34179.6(a). The requirement to retain a licensed accountant is found in section 34179.5. The audit provided by the county auditor-controller can be substituted for an audit by a licensed accountant if it contains the information required by Section 34179.5.

<sup>10</sup> Section 34182(a)(1).

<sup>11</sup> Section 34182(c)(3)

<sup>12</sup> Section 34179.6(c) and (b)

<sup>13</sup> Section 34179.6(d)

<sup>14</sup> Section 34179.6(e)

<sup>15</sup> Section 34179.6(f)

<sup>16</sup> Section 34183(b)

June 28, 2012



December 15: Successor agency submits to oversight board, county auditor-controller, State Controller, and DOF results of the review of all other fund and account balances by licensed accountant.<sup>17</sup>

### 2013

- January 2: Auditor-controller makes distributions of property tax for January – June 2013 ROPS.<sup>18</sup>
- January 15: Oversight board must review, approve, and transmit other funds audit to DOF, auditor-controller.<sup>19</sup>
- March 3: Successor agency submits ROPS for July 1, 2013 through December 31, 2013 to DOF after oversight board approval.<sup>20</sup>
- April 1: County auditor-controller provides estimate of property tax payments to successor agency for upcoming six-month period.<sup>21</sup>
- April 1: DOF completes review of other funds audit and reports findings, determinations, and decision to overturn oversight board decision to allow retention of successor agency assets.<sup>22</sup>
- April 6 +/-: No later than 5 days after receiving DOF determination on other funds audit, successor agency may request meet and confer to resolve disputes with DOF findings. DOF must confirm or modify its determination and decisions within 30 days.
- April 10: +/- Successor agency to transfer other "cash and assets" audit payment to auditor-controller if meet and confer process complete.<sup>23</sup> **City sales tax/property tax may be offset for unfunded amounts.**
- May 1: Successor agency reports to auditor-controller if total amount of available revenues will be insufficient to fund enforceable obligations.<sup>24</sup>

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<sup>17</sup> Section 34179.6(a).

<sup>18</sup> Section 34183(b).

<sup>19</sup> Section 34179.6(a).

<sup>20</sup> Section 34177(m).

<sup>21</sup> Section 34182(c)(3)

<sup>22</sup> Section 34179.6(a)

<sup>23</sup> Section 34179.6(f). The statute does not allow sufficient time between completion of DOF review on April 1 and required payment on April 10.

<sup>24</sup> Section 34183(b).

June 28, 2012

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AMENDED IN SENATE JUNE 25, 2012

CALIFORNIA LEGISLATURE—2011–12 REGULAR SESSION

**ASSEMBLY BILL**

**No. 1484**

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**Introduced by Committee on Budget (Blumenfield (Chair), Alejo, Bonilla, Brownley, Buchanan, Butler, Cedillo, Chesbro, Dickinson, Feuer, Gordon, Huffman, Mitchell, Monning, and Swanson)**

January 10, 2012

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*An act relating to the Budget Act of 2012. An act to amend Section 53760.1 of the Government Code, and to amend Sections 33500, 33501, 34163, 34171, 34173, 34175, 34176, 34177, 34178, 34179, 34180, 34181, 34182, 34183, 34185, 34186, 34187, 34188, and 34189 of, to add Sections 34167.10, 34177.3, 34177.5, 34178.8, 34179.5, 34179.6, 34179.7, 34179.8, 34182.5, 34183.5, 34189.1, 34189.2, and 34189.3 to, to add Chapter 9 (commencing with Section 34191.1) to Part 1.85 of Division 24 of, and to add and repeal Section 34176.5 of, the Health and Safety Code, relating to community redevelopment, and making an appropriation therefor, to take effect immediately, bill related to the budget.*

LEGISLATIVE COUNSEL'S DIGEST

AB 1484, as amended, Committee on Budget. ~~Budget Act of 2012.~~  
*Community redevelopment.*

*The Community Redevelopment Law authorizes the establishment of redevelopment agencies in communities to address the effects of blight, and, among other things, provides that an action may be brought to review the validity of specified agency actions, findings, or determinations that occurred after January 1, 2011, within 2 years of the triggering event.*

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*This bill would toll the time limit for bringing an action until the Department of Finance issues a finding of completion to the successor agency.*

*Existing law dissolved redevelopment agencies and community development agencies, as of February 1, 2012, and provides for the designation of successor agencies, as defined. Existing law requires successor agencies to wind down the affairs of the dissolved redevelopment agencies and to, among other things, make payments due for enforceable obligations, as defined, perform obligations required pursuant to any enforceable obligation, dispose of all assets of the former redevelopment agency, and to remit unencumbered balances of redevelopment agency funds, including housing funds, to the county auditor-controller for distribution to taxing entities.*

*Existing law authorizes the city, county, or city and county that authorized the creation of a redevelopment agency to retain the housing assets, functions, and powers previously performed by the redevelopment agency, excluding amounts on deposit in the Low and Moderate Income Housing Fund.*

*The bill would modify provisions relating to the transfer of housing responsibilities associated with dissolved redevelopment agencies and would define the term "housing asset" for these purposes. The bill would impose new requirements on successor agencies with regard to the submittal of the Recognized Obligation Payment Schedule, the conducting of a due diligence review to determine the unobligated balances available for transfer to affected taxing entities, and the recovery and subsequent remittance of funds determined to have been transferred absent an enforceable obligation. The bill would authorize the Department of Finance to issue a finding of completion to a successor agency that completes the due diligence review and meets other requirements. Upon receiving a finding of completion, the bill would authorize the successor agency to participate in a loan repayment program and limited property management activities.*

*Existing law authorizes the Department of Finance and the Controller to require any documents associated with enforceable obligations to be provided to them in a manner of their choosing.*

*The bill would authorize the county auditor-controller and the department, under specified circumstances, to require the return of funds improperly spent or transferred to a public entity and would authorize the department and the Controller to require the State Board of Equalization and the county auditor-controller to offset sales and*

*use tax and property tax allocations, respectively, to the local agency. The bill would authorize the Controller to review the activities of a successor agency to determine if an improper asset transfer had occurred between the successor agency and the city or county that created the former redevelopment agency, and would require the Controller to order the return of these assets if such an asset transfer did occur.*

*The bill would impose new requirements on the county auditor-controller relating to the allocation of property tax revenues to affected taxing entities during a specified timeframe. By imposing additional duties upon local public officials, the bill would create a state-mandated local program.*

*The bill would appropriate up to \$22,000,000 to the Department of Finance from the General Fund for costs associated with the bill, as specified.*

*The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.*

*This bill would provide that no reimbursement is required by this act for a specified reason.*

*This bill would declare that it is to take effect immediately as a bill providing for appropriations related to the Budget Bill.*

~~This bill would express the intent of the Legislature to enact statutory changes relating to the Budget Act of 2012.~~

Vote: majority. Appropriation: ~~no~~-yes. Fiscal committee: ~~no~~ yes. State-mandated local program: ~~no~~-yes.

*The people of the State of California do enact as follows:*

- 1 SECTION 1. Section 53760.1 of the Government Code is
- 2 amended to read:
- 3 53760.1. As used in this article the following terms have the
- 4 following meanings:
- 5 (a) "Chapter 9" means Chapter 9 (commencing with Section
- 6 901) of Title 11 of the United States Code.
- 7 (b) "Creditor" means either of the following:
- 8 (1) An entity that has a noncontingent claim against a
- 9 municipality that arose at the time of or before the commencement
- 10 of the neutral evaluation process and whose claim represents at

1 least five million dollars (\$5,000,000) or comprises more than 5  
2 percent of the local public entity's debt or obligations, whichever  
3 is less.

4 (2) An entity that would have a noncontingent claim against the  
5 municipality upon the rejection of an executory contract or  
6 unexpired lease in a Chapter 9 case and whose claim would  
7 represent at least five million dollars (\$5,000,000) or comprises  
8 more than 5 percent of the local public entity's debt or obligations,  
9 whichever is less.

10 (c) "Debtor" means a local public entity that may file for  
11 bankruptcy under Chapter 9.

12 (d) "Good faith" means participation by a party in the neutral  
13 evaluation process with the intent to negotiate toward a resolution  
14 of the issues that are the subject of the neutral evaluation process,  
15 including the timely provision of complete and accurate  
16 information to provide the relevant parties through the neutral  
17 evaluation process with sufficient information, in a confidential  
18 manner, to negotiate the readjustment of the municipality's debt.

19 (e) "Interested party" means a trustee, a committee of creditors,  
20 an affected creditor, an indenture trustee, a pension fund, a  
21 bondholder, a union that, under its collective bargaining  
22 agreements, has standing to initiate contract or debt restructuring  
23 negotiations with the municipality, or a representative selected by  
24 an association of retired employees of the public entity who receive  
25 income from the public entity convening the neutral evaluation.  
26 A local public entity may invite holders of contingent claims to  
27 participate as interested parties in the neutral evaluation if the local  
28 public entity determines that the contingency is likely to occur and  
29 the claim may represent five million dollars (\$5,000,000) or  
30 comprise more than 5 percent of the local public entity's debt or  
31 obligations, whichever is less.

32 (f) "Local public entity" means any county, city, district, public  
33 authority, public agency, or other entity, without limitation, that  
34 is a municipality as defined in Section 101(40) of Title 11 of the  
35 United States Code (bankruptcy), or that qualifies as a debtor under  
36 any other federal bankruptcy law applicable to local public entities,  
37 *and also includes a successor agency to a redevelopment agency*  
38 *created pursuant to Part 1.85 (commencing with Section 34170)*  
39 *of Division 24 of the Health and Safety Code.* For purposes of this  
40 article, "local public entity" does not include a school district.



1 (g) “Local public entity representative” means the person or  
2 persons designated by the local public agency with authority to  
3 make recommendations and to attend the neutral evaluation on  
4 behalf of the governing body of the municipality.

5 (h) “Neutral evaluation” is a form of alternative dispute  
6 resolution that may be known as mandatory mediation. A “neutral  
7 evaluator” may also be known as a mediator.

8 *SEC. 2. Section 33500 of the Health and Safety Code is*  
9 *amended to read:*

10 33500. (a) Notwithstanding any other provision of law,  
11 including Section 33501, an action may be brought to review the  
12 validity of the adoption or amendment of a redevelopment plan at  
13 any time within 90 days after the date of the adoption of the  
14 ordinance adopting or amending the plan, if the adoption of the  
15 ordinance occurred prior to January 1, 2011.

16 (b) Notwithstanding any other provision of law, including  
17 Section 33501, an action may be brought to review the validity of  
18 any findings or determinations by the agency or the legislative  
19 body at any time within 90 days after the date on which the agency  
20 or the legislative body made those findings or determinations, if  
21 the findings or determinations occurred prior to January 1, 2011.

22 (c) Notwithstanding any other law, including Section 33501,  
23 an action may be brought to review the validity of the adoption or  
24 amendment of a redevelopment plan at any time within two years  
25 after the date of the adoption of the ordinance adopting or  
26 amending the plan, if the adoption of the ordinance occurred after  
27 January 1, 2011.

28 (d) Notwithstanding any other law, including Section 33501,  
29 an action may be brought to review the validity of any findings or  
30 determinations by the agency or the legislative body at any time  
31 within two years after the date on which the agency or the  
32 legislative body made those findings or determinations, if the  
33 findings or determinations occurred after January 1, 2011.

34 (e) *The time limit for bringing an action under subdivision (c)*  
35 *or (d) shall be tolled with respect to the adoptions, findings, and*  
36 *determinations of any former redevelopment agency or its*  
37 *legislative body until the Department of Finance has issued a*  
38 *finding of completion to the successor agency of that former*  
39 *redevelopment agency pursuant to Section 34179.7. Subdivisions*  
40 *(c) and (d) shall not apply to any adoption, finding, or*

1 *determination of any former redevelopment agency or its legislative*  
2 *body after the department has issued a finding of completion to*  
3 *the successor agency of that former redevelopment agency pursuant*  
4 *to Section 34179.7.*

5 *SEC. 3. Section 33501 of the Health and Safety Code is*  
6 *amended to read:*

7 33501. (a) An action may be brought pursuant to Chapter 9  
8 (commencing with Section 860) of Title 10 of Part 2 of the Code  
9 of Civil Procedure to determine the validity of bonds and the  
10 redevelopment plan to be financed or refinanced, in whole or in  
11 part, by the bonds, or to determine the validity of a redevelopment  
12 plan not financed by bonds, including without limiting the  
13 generality of the foregoing, the legality and validity of all  
14 proceedings theretofore taken for or in any way connected with  
15 the establishment of the agency, its authority to transact business  
16 and exercise its powers, the designation of the survey area, the  
17 selection of the project area, the formulation of the preliminary  
18 plan, the validity of the finding and determination that the project  
19 area is predominantly urbanized, and the validity of the adoption  
20 of the redevelopment plan, and also including the legality and  
21 validity of all proceedings theretofore taken and (as provided in  
22 the bond resolution) proposed to be taken for the authorization,  
23 issuance, sale, and delivery of the bonds, and for the payment of  
24 the principal thereof and interest thereon.

25 (b) Notwithstanding subdivision (a), an action to determine the  
26 validity of a redevelopment plan, or amendment to a redevelopment  
27 plan that was adopted prior to January 1, 2011, may be brought  
28 within 90 days after the date of the adoption of the ordinance  
29 adopting or amending the plan.

30 (c) Any action that is commenced on or after January 1, 2011,  
31 which is brought pursuant to Chapter 9 (commencing with Section  
32 860) of Title 10 of Part 2 of the Code of Civil Procedure to  
33 determine the validity or legality of any issue, document, or action  
34 described in subdivision (a), may be brought within two years after  
35 any triggering event that occurred after January 1, 2011. *The time*  
36 *limit for bringing an action under this subdivision shall be tolled*  
37 *with respect to the validity or legality of any issue, document, or*  
38 *action described in subdivision (a) of any former redevelopment*  
39 *agency or its legislative body until the Department of Finance has*  
40 *issued a finding of completion to the successor agency of that*

1 former redevelopment agency pursuant to Section 34179.7. This  
2 subdivision shall not apply to any adoption, finding, or  
3 determination of any former redevelopment agency or its legislative  
4 body after the department has issued a finding of completion to  
5 the successor agency of that former redevelopment agency pursuant  
6 to Section 34179.7.

7 (d) For the purposes of protecting the interests of the state, the  
8 Attorney General and the Department of Finance are interested  
9 persons pursuant to Section 863 of the Code of Civil Procedure in  
10 any action brought with respect to the validity of an ordinance  
11 adopting or amending a redevelopment plan pursuant to this  
12 section.

13 (e) For purposes of contesting the inclusion in a project area of  
14 lands that are enforceably restricted, as that term is defined in  
15 Sections 422 and 422.5 of the Revenue and Taxation Code, or  
16 lands that are in agricultural use, as defined in subdivision (b) of  
17 Section 51201 of the Government Code, the Department of  
18 Conservation, the county agricultural commissioner, the county  
19 farm bureau, the California Farm Bureau Federation, and  
20 agricultural entities and general farm organizations that provide a  
21 written request for notice, are interested persons pursuant to Section  
22 863 of the Code of Civil Procedure, in any action brought with  
23 respect to the validity of an ordinance adopting or amending a  
24 redevelopment plan pursuant to this section.

25 *SEC. 4. Section 34163 of the Health and Safety Code is*  
26 *amended to read:*

27 34163. Notwithstanding Part 1 (commencing with Section  
28 33000), Part 1.5 (commencing with Section 34000), Part 1.6  
29 (commencing with Section 34050), and Part 1.7 (commencing  
30 with Section 34100), or any other law, commencing on the effective  
31 date of this part, an agency shall not have the authority to, and  
32 shall not, do any of the following:

33 (a) Make loans or advances or grant or enter into agreements  
34 to provide funds or provide financial assistance of any sort to any  
35 entity or person for any purpose, including, but not limited to, all  
36 of the following:

37 (1) Loans of moneys or any other thing of value or commitments  
38 to provide financing to nonprofit organizations to provide those  
39 organizations with financing for the acquisition, construction,  
40 rehabilitation, refinancing, or development of multifamily rental

1 housing or the acquisition of commercial property for lease, each  
2 pursuant to Chapter 7.5 (commencing with Section 33741) of Part  
3 1.

4 (2) Loans of moneys or any other thing of value for residential  
5 construction, improvement, or rehabilitation pursuant to Chapter  
6 8 (commencing with Section 33750) of Part 1. These include, but  
7 are not limited to, construction loans to purchasers of residential  
8 housing, mortgage loans to purchasers of residential housing, and  
9 loans to mortgage lenders, or any other entity, to aid in financing  
10 pursuant to Chapter 8 (commencing with Section 33750).

11 (3) The purchase, by an agency, of mortgage or construction  
12 loans from mortgage lenders or from any other entities.

13 (b) Enter into contracts with, incur obligations, or make  
14 commitments to, any entity, whether governmental, tribal, or  
15 private, or any individual or groups of individuals for any purpose,  
16 including, but not limited to, loan agreements, passthrough  
17 agreements, regulatory agreements, services contracts, leases,  
18 disposition and development agreements, joint exercise of powers  
19 agreements, contracts for the purchase of capital equipment,  
20 agreements for redevelopment activities, including, but not limited  
21 to, agreements for planning, design, redesign, development,  
22 demolition, alteration, construction, reconstruction, rehabilitation,  
23 site remediation, site development or improvement, removal of  
24 graffiti, land clearance, and seismic retrofits.

25 (c) Amend or modify existing agreements, obligations, or  
26 commitments with any entity, for any purpose, including, but not  
27 limited to, any of the following:

28 (1) Renewing or extending term of leases or other agreements,  
29 except that the agency may extend lease space for its own use to  
30 a date not to exceed six months after the effective date of the act  
31 adding this part and for a rate no more than 5 percent above the  
32 rate the agency currently pays on a monthly basis.

33 (2) Modifying terms and conditions of existing agreements,  
34 obligations, or commitments.

35 (3) Forgiving all or any part of the balance owed to the agency  
36 on existing loans or extend the term or change the terms and  
37 conditions of existing loans.

38 (4) ~~Increasing its~~ *Making any future* deposits to the Low and  
39 Moderate Income Housing Fund created pursuant to Section

1 33334.3 beyond the minimum level that applied to it as of January  
2 1, 2011.

3 (5) Transferring funds out of the Low and Moderate Income  
4 Housing Fund, except to meet the minimum housing-related  
5 obligations that existed as of January 1, 2011, to make required  
6 payments under Sections 33690 and 33690.5, and to borrow funds  
7 pursuant to Section 34168.5.

8 (d) Dispose of assets by sale, long-term lease, gift, grant,  
9 exchange, transfer, assignment, or otherwise, for any purpose,  
10 including, but not limited to, any of the following:

11 (1) Assets, including, but not limited to, real property, deeds of  
12 trust, and mortgages held by the agency, moneys, accounts  
13 receivable, contract rights, proceeds of insurance claims, grant  
14 proceeds, settlement payments, rights to receive rents, and any  
15 other rights to payment of whatever kind.

16 (2) Real property, including, but not limited to, land, land under  
17 water and waterfront property, buildings, structures, fixtures, and  
18 improvements on the land, any property appurtenant to, or used  
19 in connection with, the land, every estate, interest, privilege,  
20 easement, franchise, and right in land, including rights-of-way,  
21 terms for years, and liens, charges, or encumbrances by way of  
22 judgment, mortgage, or otherwise, and the indebtedness secured  
23 by the liens.

24 (e) Acquire real property by any means for any purpose,  
25 including, but not limited to, the purchase, lease, or exercising of  
26 an option to purchase or lease, exchange, subdivide, transfer,  
27 assume, obtain option upon, acquire by gift, grant, bequest, devise,  
28 or otherwise acquire any real property, any interest in real property,  
29 and any improvements on it, including the repurchase of developed  
30 property previously owned by the agency and the acquisition of  
31 real property by eminent domain; provided, however, that nothing  
32 in this subdivision is intended to prohibit the acceptance or transfer  
33 of title for real property acquired prior to the effective date of this  
34 part.

35 (f) Transfer, assign, vest, or delegate any of its assets, funds,  
36 rights, powers, ownership interests, or obligations for any purpose  
37 to any entity, including, but not limited to, the community, the  
38 legislative body, another member of a joint powers authority, a  
39 trustee, a receiver, a partner entity, another agency, a nonprofit  
40 corporation, a contractual counterparty, a public body, a

1 limited-equity housing cooperative, the state, a political subdivision  
 2 of the state, the federal government, any private entity, or an  
 3 individual or group of individuals.

4 (g) Accept financial or other assistance from the state or federal  
 5 government or any public or private source if the acceptance  
 6 necessitates or is conditioned upon the agency incurring  
 7 indebtedness as that term is described in this part.

8 *SEC. 5. Section 34167.10 is added to the Health and Safety*  
 9 *Code, to read:*

10 *34167.10. (a) Notwithstanding any other law, for purposes of*  
 11 *this part and Part 1.85 (commencing with Section 34170), the*  
 12 *definition of a city, county, or city and county includes, but is not*  
 13 *limited to, the following entities:*

14 (1) *Any reporting entity of the city, county, or city and county*  
 15 *for purposes of its comprehensive annual financial report or*  
 16 *similar report.*

17 (2) *Any component unit of the city, county, or city and county.*

18 (3) *Any entity which is controlled by the city, county, or city*  
 19 *and county, or for which the city, county, or city and county is*  
 20 *financially responsible or accountable.*

21 (b) *The following factors shall be considered in determining*  
 22 *that an entity is controlled by the city, county, or city and county,*  
 23 *and are therefore included in the definition of a city, county, or*  
 24 *city and county for purposes of this part and Part 1.85*  
 25 *(commencing with Section 34170):*

26 (1) *The city, county, or city and county exercises substantial*  
 27 *municipal control over the entity's operations, revenues, or*  
 28 *expenditures.*

29 (2) *The city, county, or city and county has ownership or control*  
 30 *over the entity's property or facilities.*

31 (3) *The city, county, or city and county and the entity share*  
 32 *common or overlapping governing boards, or coterminous*  
 33 *boundaries.*

34 (4) *The city, county, or city and county was involved in the*  
 35 *creation or formation of the entity.*

36 (5) *The entity performs functions customarily or historically*  
 37 *performed by municipalities and financed thorough levies of*  
 38 *property taxes.*



1 (6) *The city, county, or city and county provides administrative*  
2 *and related business support for the entity, or assumes the expenses*  
3 *incurred in the normal daily operations of the entity.*

4 (c) *For purposes of this section, it shall not be relevant that the*  
5 *entity is formed as a separate legal entity, nonprofit corporation,*  
6 *or otherwise, or is not subject to the constitution debt limitation*  
7 *otherwise applicable to a city, county, or city and county. The*  
8 *provisions in this section are declarative of existing law as the*  
9 *entities described herein are and were intended to be included*  
10 *within the requirements of this part and Part 1.85 (commencing*  
11 *with Section 34170) and any attempt to determine otherwise would*  
12 *thwart the intent of these two parts.*

13 *SEC. 6. Section 34171 of the Health and Safety Code is*  
14 *amended to read:*

15 34171. The following terms shall have the following meanings:

16 (a) “Administrative budget” means the budget for administrative  
17 costs of the successor agencies as provided in Section 34177.

18 (b) “Administrative cost allowance” means an amount that,  
19 subject to the approval of the oversight board, is payable from  
20 property tax revenues of up to 5 percent of the property tax  
21 allocated to the successor agency ~~for the 2011–12 fiscal year on~~  
22 *the Recognized Obligation Payment Schedule covering the period*  
23 *January 1, 2012, through June 30, 2012, and up to 3 percent of*  
24 *the property tax allocated to the Redevelopment Obligation*  
25 *Retirement Fund money that is allocated to the successor agency*  
26 *for each fiscal year thereafter; provided, however, that the amount*  
27 *shall not be less than two hundred fifty thousand dollars*  
28 *(\$250,000), unless the oversight board reduces this amount, for*  
29 *any fiscal year or such lesser amount as agreed to by the successor*  
30 *agency. However, the allowance amount shall exclude, and shall*  
31 *not apply to, any administrative costs that can be paid from bond*  
32 *proceeds or from sources other than property tax. Administrative*  
33 *cost allowances shall exclude any litigation expenses related to*  
34 *assets or obligations, settlements and judgments, and the costs of*  
35 *maintaining assets prior to disposition. Employee costs associated*  
36 *with work on specific project implementation activities, including,*  
37 *but not limited to, construction inspection, project management,*  
38 *or actual construction, shall be considered project-specific costs*  
39 *and shall not constitute administrative costs.*

1 (c) “Designated local authority” shall mean a public entity  
2 formed pursuant to subdivision (d) of Section 34173.

3 (d) (1) “Enforceable obligation” means any of the following:

4 (A) Bonds, as defined by Section 33602 and bonds issued  
5 pursuant to ~~Section 58383~~ *Chapter 10.5 (commencing with Section*  
6 *5850) of Division 6 of Title 1* of the Government Code, including  
7 the required debt service, reserve set-asides, and any other  
8 payments required under the indenture or similar documents  
9 governing the issuance of the outstanding bonds of the former  
10 redevelopment agency. *A reserve may be held when required by*  
11 *the bond indenture or when the next property tax allocation will*  
12 *be insufficient to pay all obligations due under the provisions of*  
13 *the bond for the next payment due in the following half of the*  
14 *calendar year.*

15 (B) Loans of moneys borrowed by the redevelopment agency  
16 for a lawful purpose, to the extent they are legally required to be  
17 repaid pursuant to a required repayment schedule or other  
18 mandatory loan terms.

19 (C) Payments required by the federal government, preexisting  
20 obligations to the state or obligations imposed by state law, other  
21 than passthrough payments that are made by the county  
22 auditor-controller pursuant to Section 34183, or legally enforceable  
23 payments required in connection with the agencies’ employees,  
24 including, but not limited to, pension payments, pension obligation  
25 debt service, unemployment payments, or other obligations  
26 conferred through a collective bargaining agreement. *Costs*  
27 *incurred to fulfill collective bargaining agreements for layoffs or*  
28 *terminations of city employees who performed work directly on*  
29 *behalf of the former redevelopment agency shall be considered*  
30 *enforceable obligations payable from property tax funds. The*  
31 *obligations to employees specified in this subparagraph shall*  
32 *remain enforceable obligations payable from property tax funds*  
33 *for any employee to whom those obligations apply if that employee*  
34 *is transferred to the entity assuming the housing functions of the*  
35 *former redevelopment agency pursuant to Section 34176. The*  
36 *successor agency or designated local authority shall enter into an*  
37 *agreement with the housing entity to reimburse it for any costs of*  
38 *the employee obligations.*

39 (D) Judgments or settlements entered by a competent court of  
40 law or binding arbitration decisions against the former

1 redevelopment agency, other than passthrough payments that are  
2 made by the county auditor-controller pursuant to Section 34183.  
3 Along with the successor agency, the oversight board shall have  
4 the authority and standing to appeal any judgment or to set aside  
5 any settlement or arbitration decision.

6 (E) Any legally binding and enforceable agreement or contract  
7 that is not otherwise void as violating the debt limit or public  
8 policy. However, nothing in this act shall prohibit either the  
9 successor agency, with the approval or at the direction of the  
10 oversight board, or the oversight board itself from terminating any  
11 existing agreements or contracts and providing any necessary and  
12 required compensation or remediation for such termination. *Titles*  
13 *of or headings used on or in a document shall not be relevant in*  
14 *determining the existence of an enforceable obligation.*

15 (F) Contracts or agreements necessary for the administration or  
16 operation of the successor agency, in accordance with this part,  
17 including, but not limited to, *agreements concerning litigation*  
18 *expenses related to assets or obligations, settlements and*  
19 *judgements, and the costs of maintaining assets prior to disposition,*  
20 *and agreements to purchase or rent office space, equipment and*  
21 *supplies, and pay-related expenses pursuant to Section 33127 and*  
22 *for carrying insurance pursuant to Section 33134.*

23 (G) Amounts borrowed from, or payments owing to, the Low  
24 and Moderate Income Housing Fund of a redevelopment agency,  
25 which had been deferred as of the effective date of the act adding  
26 this part; provided, however, that the repayment schedule is  
27 approved by the oversight board. *Repayments shall be transferred*  
28 *to the Low and Moderate Income Housing Asset Fund established*  
29 *pursuant to subdivision (d) of Section 34176 as a housing asset*  
30 *and shall be used in a manner consistent with the affordable*  
31 *housing requirements of the Community Redevelopment Law (Part*  
32 *1 (commencing with Section 33000)).*

33 (2) For purposes of this part, “enforceable obligation” does not  
34 include any agreements, contracts, or arrangements between the  
35 city, county, or city and county that created the redevelopment  
36 agency and the former redevelopment agency. However, written  
37 agreements entered into (A) at the time of issuance, but in no event  
38 later than December 31, 2010, of indebtedness obligations, and  
39 (B) solely for the purpose of securing or repaying those  
40 indebtedness obligations may be deemed enforceable obligations

1 for purposes of this part. Notwithstanding this paragraph, loan  
2 agreements entered into between the redevelopment agency and  
3 the city, county, or city and county that created it, within two years  
4 of the date of creation of the redevelopment agency, may be  
5 deemed to be enforceable obligations.

6 (3) Contracts or agreements between the former redevelopment  
7 agency and other public agencies, to perform services or provide  
8 funding for governmental or private services or capital projects  
9 outside of redevelopment project areas that do not provide benefit  
10 to the redevelopment project and thus were not properly authorized  
11 under Part 1 (commencing with Section 33000) shall be deemed  
12 void on the effective date of this part; provided, however, that such  
13 contracts or agreements for the provision of housing properly  
14 authorized under Part 1 (commencing with Section 33000) shall  
15 not be deemed void.

16 (e) "Indebtedness obligations" means bonds, notes, certificates  
17 of participation, or other evidence of indebtedness, issued or  
18 delivered by the redevelopment agency, or by a joint exercise of  
19 powers authority created by the redevelopment agency, to  
20 third-party investors or bondholders to finance or refinance  
21 redevelopment projects undertaken by the redevelopment agency  
22 in compliance with the Community Redevelopment Law (Part 1  
23 commencing with Section 33000)).

24 (f) "Oversight board" shall mean each entity established pursuant  
25 to Section 34179.

26 (g) "Recognized obligation" means an obligation listed in the  
27 Recognized Obligation Payment Schedule.

28 (h) "Recognized Obligation Payment Schedule" means the  
29 document setting forth the minimum payment amounts and due  
30 dates of payments required by enforceable obligations for each  
31 six-month fiscal period as provided in subdivision (m) of Section  
32 34177.

33 (i) "School entity" means any entity defined as such in  
34 subdivision (f) of Section 95 of the Revenue and Taxation Code.

35 (j) "Successor agency" means ~~the county, city, or city and county~~  
36 ~~that authorized the creation of each redevelopment agency or~~  
37 ~~another entity~~ *successor entity to the former redevelopment agency*  
38 *as provided described* in Section 34173.

39 (k) "Taxing entities" means cities, counties, a city and county,  
40 special districts, and school entities, as defined in subdivision (f)

1 of Section 95 of the Revenue and Taxation Code, that receive  
2 passthrough payments and distributions of property taxes pursuant  
3 to the provisions of this part.

4 (l) "Property taxes" include all property tax revenues, including  
5 those from unitary and supplemental and roll corrections  
6 applicable to tax increment.

7 (m) "Department" means the Department of Finance unless  
8 the context clearly refers to another state agency.

9 (n) "Sponsoring entity" means the city, county, or city and  
10 county, or other entity that authorized the creation of each  
11 redevelopment agency.

12 (o) "Final judicial determination" means a final judicial  
13 determination made by any state court that is not appealed, or by  
14 a court of appellate jurisdiction that is not further appealed, in an  
15 action by any party.

16 SEC. 7. Section 34173 of the Health and Safety Code is  
17 amended to read:

18 34173. (a) Successor agencies, as defined in this part, are  
19 hereby designated as successor entities to the former redevelopment  
20 agencies.

21 (b) Except for those provisions of the Community  
22 Redevelopment Law that are repealed, restricted, or revised  
23 pursuant to the act adding this part, all authority, rights, powers,  
24 duties, and obligations previously vested with the former  
25 redevelopment agencies, under the Community Redevelopment  
26 Law, are hereby vested in the successor agencies.

27 (c) (1) ~~Where~~ If the redevelopment agency was in the form of  
28 a joint powers authority, and ~~where~~ if the joint powers agreement  
29 governing the formation of the joint powers authority addresses  
30 the allocation of assets and liabilities upon dissolution of the joint  
31 powers authority, then each of the entities that created the former  
32 redevelopment agency may be a successor agency within the  
33 meaning of this part and each shall have a share of assets and  
34 liabilities based on the provisions of the joint powers agreement.

35 (2) ~~Where~~ If the redevelopment agency was in the form of a  
36 joint powers authority, and ~~where~~ if the joint powers agreement  
37 governing the formation of the joint powers authority does not  
38 address the allocation of assets and liabilities upon dissolution of  
39 the joint powers authority, then each of the entities that created  
40 the former redevelopment agency may be a successor agency

1 within the meaning of this part, a proportionate share of the assets  
2 and liabilities shall be based on the assessed value in the project  
3 areas within each entity's jurisdiction, as determined by the county  
4 assessor, in its jurisdiction as compared to the assessed value of  
5 land within the boundaries of the project areas of the former  
6 redevelopment agency.

7 (d) (1) A city, county, city and county, or the entities forming  
8 the joint powers authority that authorized the creation of each  
9 redevelopment agency may elect not to serve as a successor agency  
10 under this part. A city, county, city and county, or any member of  
11 a joint powers authority that elects not to serve as a successor  
12 agency under this part must file a copy of a duly authorized  
13 resolution of its governing board to that effect with the county  
14 auditor-controller no later than January 13, 2012.

15 (2) The determination of the first local agency that elects to  
16 become the successor agency shall be made by the county  
17 auditor-controller based on the earliest receipt by the county  
18 auditor-controller of a copy of a duly adopted resolution of the  
19 local agency's governing board authorizing such an election. As  
20 used in this section, "local agency" means any city, county, city  
21 and county, or special district in the county of the former  
22 redevelopment agency.

23 (3) (A) If no local agency elects to serve as a successor agency  
24 for a dissolved redevelopment agency, a public body, referred to  
25 herein as a "designated local authority" shall be immediately  
26 formed, pursuant to this part, in the county and shall be vested  
27 with all the powers and duties of a successor agency as described  
28 in this part. The Governor shall appoint three residents of the  
29 county to serve as the governing board of the authority. The  
30 designated local authority shall serve as successor agency until a  
31 local agency elects to become the successor agency in accordance  
32 with this section.

33 (B) *Designated local authority members are protected by the*  
34 *immunities applicable to public entities and public employees*  
35 *governed by Part 1 (commencing with Section 810) and Part 2*  
36 *(commencing with Section 814) of Division 3.6 of Title 1 of the*  
37 *Government Code.*

38 (4) *A city, county, or city and county, or the entities forming the*  
39 *joint powers authority that authorized the creation of a*  
40 *redevelopment agency and that elected not to serve as the successor*



1 agency under this part, may subsequently reverse this decision  
2 and agree to serve as the successor agency pursuant to this section.  
3 Any reversal of this decision shall not become effective for 60 days  
4 after notice has been given to the current successor agency and  
5 the oversight board and shall not invalidate any action of the  
6 successor agency or oversight board taken prior to the effective  
7 date of the transfer of responsibility.

8 (e) The liability of any successor agency, acting pursuant to the  
9 powers granted under the act adding this part, shall be limited to  
10 the extent of the total sum of property tax revenues it receives  
11 pursuant to this part and the value of assets transferred to it as a  
12 successor agency for a dissolved redevelopment agency.

13 (f) Any existing cleanup plans and liability limits authorized  
14 under the Polanco Redevelopment Act (Article 12.5 (commencing  
15 with Section 33459) of Chapter 4 of Part 1) shall be transferred  
16 to the successor agency and may be transferred to the successor  
17 housing entity at that entity's request.

18 (g) A successor agency is a separate public entity from the  
19 public agency that provides for its governance and the two entities  
20 shall not merge. The liabilities of the former redevelopment agency  
21 shall not be transferred to the sponsoring entity and the assets  
22 shall not become assets of the sponsoring entity. A successor  
23 agency has its own name, can be sued, and can sue. All litigation  
24 involving a redevelopment agency shall automatically be  
25 transferred to the successor agency. The separate former  
26 redevelopment agency employees shall not automatically become  
27 sponsoring entity employees of the sponsoring entity and the  
28 successor agency shall retain its own collective bargaining status.  
29 As successor entities, successor agencies succeed to the  
30 organizational status of the former redevelopment agency, but  
31 without any legal authority to participate in redevelopment  
32 activities, except to complete any work related to an approved  
33 enforceable obligation. Each successor agency shall be deemed  
34 to be a local entity for purposes of the Ralph M. Brown Act  
35 (Chapter 9 (commencing with Section 54950) of Part 1 of Division  
36 2 of Title 5 of the Government Code).

37 (h) The city, county, or city and county that authorized the  
38 creation of a redevelopment agency may loan or grant funds to a  
39 successor agency for administrative costs, enforceable obligations,  
40 or project-related expenses at the city's discretion, but the receipt

1 *and use of these funds shall be reflected on the Recognized*  
2 *Obligation Payment Schedule or the administrative budget and*  
3 *therefore are subject to the oversight and approval of the oversight*  
4 *board. An enforceable obligation shall be deemed to be created*  
5 *for the repayment of those loans.*

6 *(i) At the request of the city, county, or city and county,*  
7 *notwithstanding Section 33205, all land use related plans and*  
8 *functions of the former redevelopment agency are hereby*  
9 *transferred to the city, county, or city and county that authorized*  
10 *the creation of a redevelopment agency; provided, however, that*  
11 *the city, county, or city and county shall not create a new project*  
12 *area, add territory to, or expand or change the boundaries of a*  
13 *project area, or take any action that would increase the amount*  
14 *of obligated property tax (formerly tax increment) necessary to*  
15 *fulfill any existing enforceable obligation beyond what was*  
16 *authorized as of June 27, 2011.*

17 *SEC. 8. Section 34175 of the Health and Safety Code is*  
18 *amended to read:*

19 34175. (a) It is the intent of this part that pledges of revenues  
20 associated with enforceable obligations of the former  
21 redevelopment agencies are to be honored. It is intended that the  
22 cessation of any redevelopment agency shall not affect either the  
23 pledge, the legal existence of that pledge, or the stream of revenues  
24 available to meet the requirements of the pledge.

25 (b) All assets, properties, contracts, leases, books and records,  
26 buildings, and equipment of the former redevelopment agency are  
27 transferred on February 1, 2012, to the control of the successor  
28 agency, for administration pursuant to the provisions of this part.  
29 This includes all cash or cash equivalents and amounts owed to  
30 the redevelopment agency as of February 1, 2012. *Any legal or*  
31 *contractual restrictions on the use of these funds or assets shall*  
32 *also be transferred to the successor agency.*

33 *SEC. 9. Section 34176 of the Health and Safety Code is*  
34 *amended to read:*

35 34176. (a) (1) The city, county, or city and county that  
36 authorized the creation of a redevelopment agency may elect to  
37 retain the housing assets and functions previously performed by  
38 the redevelopment agency. If a city, county, or city and county  
39 elects to retain the ~~responsibility for performing~~ *authority to*  
40 *perform* housing functions previously performed by a

1 redevelopment agency, all rights, powers, duties, ~~and~~ obligations,  
2 *and housing assets, as defined in subdivision (e)*, excluding any  
3 amounts on deposit in the Low and Moderate Income Housing  
4 Fund *and enforceable obligations retained by the successor agency*,  
5 shall be transferred to the city, county, or city and county.

6 (2) *The entity assuming the housing functions of the former*  
7 *redevelopment agency shall submit to the Department of Finance*  
8 *by August 1, 2012, a list of all housing assets that contains an*  
9 *explanation of how the assets meet the criteria specified in*  
10 *subdivision (e). The Department of Finance shall prescribe the*  
11 *format for the submission of the list. The list shall include assets*  
12 *transferred between February 1, 2012, and the date upon which*  
13 *the list is created. The department shall have up to 30 days from*  
14 *the date of receipt of the list to object to any of the assets or*  
15 *transfers of assets identified on the list. If the Department of*  
16 *Finance objects to assets on the list, the entity assuming the*  
17 *housing functions of the former redevelopment agency may request*  
18 *a meet and confer process within five business days of receiving*  
19 *the department objection. If the transferred asset is deemed not to*  
20 *be a housing asset as defined in subdivision (e), it shall be returned*  
21 *to the successor agency and the provision of Section 34178.8 may*  
22 *apply. If a housing asset has been previously pledged to pay for*  
23 *bonded indebtedness, the successor agency shall maintain control*  
24 *of the asset in order to pay for the bond debt.*

25 (b) If a city, county, or city and county does not elect to retain  
26 the responsibility for performing housing functions previously  
27 performed by a redevelopment agency, all rights, powers, assets,  
28 ~~liabilities~~, duties, and obligations associated with the housing  
29 activities of the agency, excluding *enforceable obligations retained*  
30 *by the successor agency and any amounts in the Low and Moderate*  
31 *Income Housing Fund, shall be transferred as follows:*

32 (1) ~~Where~~ *If there is no local housing authority in the territorial*  
33 *jurisdiction of the former redevelopment agency, to the Department*  
34 *of Housing and Community Development.*

35 (2) ~~Where~~ *If there is one local housing authority in the territorial*  
36 *jurisdiction of the former redevelopment agency, to that local*  
37 *housing authority.*

38 (3) ~~Where~~ *If there is more than one local housing authority in*  
39 *the territorial jurisdiction of the former redevelopment agency, to*

1 the local housing authority selected by the city, county, or city and  
2 county that authorized the creation of the redevelopment agency.

3 (c) Commencing on the operative date of this part, the entity  
4 ~~assuming that assumes~~ the housing functions formerly performed  
5 by the redevelopment agency ~~and receives the transferred housing~~  
6 ~~assets~~ may enforce affordability covenants and perform related  
7 activities pursuant to applicable provisions of the Community  
8 Redevelopment Law (Part 1 (commencing with Section ~~33000~~)  
9 33000)), including, but not limited to, Section 33418.

10 (d) *Except as specifically provided in Section 34191.4, any funds*  
11 *transferred to the city, county, or city and county or designated*  
12 *entity pursuant to this section, together with any funds generated*  
13 *from housing assets, as defined in subdivision (e), shall be*  
14 *maintained in a separate Low and Moderate Income Housing Asset*  
15 *Fund which is hereby created in the accounts of the entity assuming*  
16 *the housing functions pursuant to this section. Funds in this*  
17 *account shall be used in accordance with applicable*  
18 *housing-related provisions of the Community Redevelopment Law*  
19 *(Part 1 (commencing with Section 33000)).*

20 (e) For purposes of this part, "housing asset" includes all of  
21 the following:

22 (1) *Any real property, interest in, or restriction on the use of*  
23 *real property, whether improved or not, and any personal property*  
24 *provided in residences, including furniture and appliances, all*  
25 *housing-related files and loan documents, office supplies, software*  
26 *licenses, and mapping programs, that were acquired for low- and*  
27 *moderate-income housing purposes, either by purchase or through*  
28 *a loan, in whole or in part, with any source of funds.*

29 (2) *Any funds that are encumbered by an enforceable obligation*  
30 *to build or acquire low- and moderate-income housing, as defined*  
31 *by the Community Redevelopment Law (Part 1 (commencing with*  
32 *Section 33000)) unless required in the bond covenants to be used*  
33 *for repayment purposes of the bond.*

34 (3) *Any loan or grant receivable, funded from the Low and*  
35 *Moderate Income Housing Fund, from homebuyers, homeowners,*  
36 *nonprofit or for-profit developers, and other parties that require*  
37 *occupancy by persons of low or moderate income as defined by*  
38 *the Community Redevelopment Law (Part 1 (commencing with*  
39 *Section 33000)).*

1     (4) Any funds derived from rents or operation of properties  
2     acquired for low- and moderate-income housing purposes by other  
3     parties that were financed with any source of funds, including  
4     residual receipt payments from developers, conditional grant  
5     repayments, cost savings and proceeds from refinancing, and  
6     principal and interest payments from homebuyers subject to  
7     enforceable income limits.

8     (5) A stream of rents or other payments from housing tenants  
9     or operators of low- and moderate-income housing financed with  
10    any source of funds that are used to maintain, operate, and enforce  
11    the affordability of housing or for enforceable obligations  
12    associated with low- and moderate-income housing.

13    (6) (A) Repayments of loans or deferrals owed to the Low and  
14    Moderate Income Housing Fund pursuant to subparagraph (G)  
15    of paragraph (1) of subdivision (d) of Section 34171, which shall  
16    be used consistent with the affordable housing requirements in the  
17    Community Redevelopment Law (Part 1 (commencing with Section  
18    33000)).

19    (B) Loan or deferral repayments shall not be made prior to the  
20    2013–14 fiscal year. Beginning in the 2013–14 fiscal year, the  
21    maximum repayment amount authorized each fiscal year for  
22    repayments made pursuant to this paragraph and subdivision (b)  
23    of Section 34191.4 combined shall be equal to one-half of the  
24    increase between the amount distributed to taxing entities pursuant  
25    to paragraph (4) of subdivision (a) of Section 34183 in that fiscal  
26    year and the amount distributed to taxing entities pursuant to that  
27    paragraph in the 2012–13 base year. Loan or deferral repayments  
28    made pursuant to this paragraph shall take priority over amounts  
29    to be repaid pursuant to subdivision (b) of Section 34191.4.

30    (f) If a development includes both low- and moderate-income  
31    housing that meets the definition of a housing asset under  
32    subdivision (e) and other types of property use, including, but not  
33    limited to, commercial use, governmental use, open space, and  
34    parks, the oversight board shall consider the overall value to the  
35    community as well as the benefit to taxing entities of keeping the  
36    entire development intact or dividing the title and control over the  
37    property between the housing successor and the successor agency  
38    or other public or private agencies. The disposition of those assets  
39    may be accomplished by a revenue-sharing arrangement as

1 approved by the oversight board on behalf of the affected taxing  
2 entities.

3 (g) (1) (A) The entity assuming the housing functions pursuant  
4 to this section may designate the use of and commit indebtedness  
5 obligation proceeds that remain after the satisfaction of  
6 enforceable obligations that have been approved in a Recognized  
7 Obligation Payment Schedule and that are consistent with the  
8 indebtedness obligation covenants. The proceeds shall be derived  
9 from indebtedness obligations that were issued for the purposes  
10 of affordable housing prior to January 1, 2011, and were backed  
11 by the Low and Moderate Income Housing Fund. Enforceable  
12 obligations may be satisfied by the creation of reserves for the  
13 projects that are the subject of the enforceable obligation that are  
14 consistent with the contractual obligations for those projects, or  
15 by expending funds to complete the projects.

16 (B) The entity assuming the housing functions pursuant to this  
17 section shall provide notice to the successor agency of any  
18 designations of use or commitments of funds specified in  
19 subparagraph (A) that it wishes to make at least 20 days before  
20 the deadline for submission of the Recognized Obligation Payment  
21 Schedule to the oversight board. Commitments and designations  
22 shall not be valid and binding on any party until they are included  
23 in an approved and valid Recognized Obligation Payment  
24 Schedule. The review of these designations and commitments by  
25 the successor agency, oversight board, and Department of Finance  
26 shall be limited to a determination that the designations and  
27 commitments are consistent with bond covenants and that there  
28 are sufficient funds available.

29 (2) Funds shall be used and committed in a manner consistent  
30 with the purposes of the Low and Moderate Income Housing Asset  
31 Fund. Notwithstanding any other law, the successor agency shall  
32 retain and expend the excess housing obligation proceeds at the  
33 discretion of the succeeding housing entity, provided that the  
34 successor agency ensures that the proceeds are expended in a  
35 manner consistent with the indebtedness obligation covenants and  
36 with any requirements relating to the tax status of those  
37 obligations. The amount expended shall not exceed the amount of  
38 indebtedness obligation proceeds available and such expenditure  
39 shall constitute the creation of excess housing proceeds  
40 expenditures to be paid from the excess proceeds. Excess housing

1 *proceeds expenditures shall be listed separately on the Recognized*  
2 *Obligation Payment Schedule submitted by the successor agency.*

3 *SEC. 10. Section 34176.5 is added to the Health and Safety*  
4 *Code, to read:*

5 *34176.5. (a) Notwithstanding any other law, the Director of*  
6 *Finance is authorized to contract with auditors, lawyers, and other*  
7 *types of advisors and consultants to assist, advise, and represent*  
8 *the director and the Department of Finance in any matter or action*  
9 *arising out of or contemplated by this part or Part 1.8 (commencing*  
10 *with Section 34161). In furtherance of this authorization, Sections*  
11 *14827.1, 14827.2, and 14838 of the Government Code, and Article*  
12 *4 (commencing with Section 10335) of Chapter 2 of Part 2 of*  
13 *Division 2 of and Section 10295 of, the Public Contract Code shall*  
14 *not apply to any agreement entered into by the director pursuant*  
15 *to this section.*

16 *(b) In addition to the waivers of statute provided in subdivision*  
17 *(a), Section 6072 of the Business and Professions Code shall not*  
18 *apply to the legal services agreement entered into by the director*  
19 *pursuant to this section.*

20 *(c) This section shall remain in effect only until January 1, 2014,*  
21 *and as of that date is repealed, unless a later enacted statute, that*  
22 *is enacted before January 1, 2014, deletes or extends that date.*

23 *SEC. 11. Section 34177 of the Health and Safety Code is*  
24 *amended to read:*

25 *34177. Successor agencies are required to do all of the*  
26 *following:*

27 *(a) Continue to make payments due for enforceable obligations.*

28 *(1) On and after February 1, 2012, and until a Recognized*  
29 *Obligation Payment Schedule becomes operative, only payments*  
30 *required pursuant to an enforceable obligations payment schedule*  
31 *shall be made. The initial enforceable obligation payment schedule*  
32 *shall be the last schedule adopted by the redevelopment agency*  
33 *under Section 34169. However, payments associated with*  
34 *obligations excluded from the definition of enforceable obligations*  
35 *by paragraph (2) of subdivision-(e) (d) of Section 34171 shall be*  
36 *excluded from the enforceable obligations payment schedule and*  
37 *be removed from the last schedule adopted by the redevelopment*  
38 *agency under Section 34169 prior to the successor agency adopting*  
39 *it as its enforceable obligations payment schedule pursuant to this*  
40 *subdivision. The enforceable obligation payment schedule may*



1 be amended by the successor agency at any public meeting and  
2 shall be subject to the approval of the oversight board as soon as  
3 the board has sufficient members to form a quorum. *In recognition*  
4 *of the fact that the timing of the California Supreme Court's ruling*  
5 *in the case California Redevelopment Association v. Matosantos*  
6 *(2011) 53 Cal.4th 231 delayed the preparation by successor*  
7 *agencies and the approval by oversight boards of the January 1,*  
8 *2012, through June 30, 2012, Recognized Obligation Payment*  
9 *Schedule, a successor agency may amend the Enforceable*  
10 *Obligation Payment Schedule to authorize the continued payment*  
11 *of enforceable obligations until the time that the January 1, 2012,*  
12 *through June 30, 2012, Recognized Obligation Payment Schedule*  
13 *has been approved by the oversight board and by the Department*  
14 *of Finance.*

15 (2) The Department of Finance and the Controller shall each  
16 have the authority to require any documents associated with the  
17 enforceable obligations to be provided to them in a manner of their  
18 choosing. Any taxing entity, the department, and the Controller  
19 shall each have standing to file a judicial action to prevent a  
20 violation under this part and to obtain injunctive or other  
21 appropriate relief.

22 (3) Commencing on ~~May 1, 2012~~ *the date the Recognized*  
23 *Obligation Payment Schedule is valid pursuant to subdivision (1),*  
24 *only those payments listed in the Recognized Obligation Payment*  
25 *Schedule may be made by the successor agency from the funds*  
26 *specified in the Recognized Obligation Payment Schedule. In*  
27 *addition, ~~commencing May 1, 2012~~ after it becomes valid, the*  
28 *Recognized Obligation Payment Schedule shall supersede the*  
29 *Statement of Indebtedness, which shall no longer be prepared nor*  
30 *have any effect under the Community Redevelopment Law (Part*  
31 *1 (commencing with Section 33000)).*

32 (4) Nothing in the act adding this part is to be construed as  
33 preventing a successor agency, with the prior approval of the  
34 oversight board, as described in Section 34179, from making  
35 payments for enforceable obligations from sources other than those  
36 listed in the Recognized Obligation Payment Schedule.

37 (5) From February 1, 2012, to July 1, 2012, a successor agency  
38 shall have no authority and is hereby prohibited from accelerating  
39 payment or making any lump-sum payments that are intended to

1 prepay loans unless such accelerated repayments were required  
2 prior to the effective date of this part.

3 (b) Maintain reserves in the amount required by indentures,  
4 trust indentures, or similar documents governing the issuance of  
5 outstanding redevelopment agency bonds.

6 (c) Perform obligations required pursuant to any enforceable  
7 obligation.

8 (d) Remit unencumbered balances of redevelopment agency  
9 funds to the county auditor-controller for distribution to the taxing  
10 entities, including, but not limited to, the unencumbered balance  
11 of the Low and Moderate Income Housing Fund of a former  
12 redevelopment agency. In making the distribution, the county  
13 auditor-controller shall utilize the same methodology for allocation  
14 and distribution of property tax revenues provided in Section  
15 34188.

16 (e) Dispose of assets and properties of the former redevelopment  
17 agency as directed by the oversight board; provided, however, that  
18 the oversight board may instead direct the successor agency to  
19 transfer ownership of certain assets pursuant to subdivision (a) of  
20 Section 34181. The disposal is to be done expeditiously and in a  
21 manner aimed at maximizing value. Proceeds from asset sales and  
22 related funds that are no longer needed for approved development  
23 projects or to otherwise wind down the affairs of the agency, each  
24 as determined by the oversight board, shall be transferred to the  
25 county auditor-controller for distribution as property tax proceeds  
26 under Section 34188. *The requirements of this subdivision shall*  
27 *not apply to a successor agency that has been issued a finding of*  
28 *completion by the Department of Finance pursuant to Section*  
29 *34179.7.*

30 (f) Enforce all former redevelopment agency rights for the  
31 benefit of the taxing entities, including, but not limited to,  
32 continuing to collect loans, rents, and other revenues that were due  
33 to the redevelopment agency.

34 (g) Effectuate transfer of housing functions and assets to the  
35 appropriate entity designated pursuant to Section 34176.

36 (h) Expeditiously wind down the affairs of the redevelopment  
37 agency pursuant to the provisions of this part and in accordance  
38 with the direction of the oversight board.

39 (i) Continue to oversee development of properties until the  
40 contracted work has been completed or the contractual obligations

1 of the former redevelopment agency can be transferred to other  
 2 parties. Bond proceeds shall be used for the purposes for which  
 3 bonds were sold unless the purposes can no longer be achieved,  
 4 in which case, the proceeds may be used to defease the bonds.

5 (j) Prepare a proposed administrative budget and submit it to  
 6 the oversight board for its approval. The proposed administrative  
 7 budget shall include all of the following:

8 (1) Estimated amounts for successor agency administrative costs  
 9 for the upcoming six-month fiscal period.

10 (2) Proposed sources of payment for the costs identified in  
 11 paragraph (1).

12 (3) Proposals for arrangements for administrative and operations  
 13 services provided by a city, county, city and county, or other entity.

14 (k) Provide administrative cost estimates, from its approved  
 15 administrative budget that are to be paid from property tax revenues  
 16 deposited in the Redevelopment Property Tax Trust Fund, to the  
 17 county auditor-controller for each six-month fiscal period.

18 (l) (1) Before each six-month fiscal period, prepare a  
 19 Recognized Obligation Payment Schedule in accordance with the  
 20 requirements of this paragraph. For each recognized obligation,  
 21 the Recognized Obligation Payment Schedule shall identify one  
 22 or more of the following sources of payment:

23 (A) Low and Moderate Income Housing Fund.

24 (B) Bond proceeds.

25 (C) Reserve balances.

26 (D) Administrative cost allowance.

27 (E) The Redevelopment Property Tax Trust Fund, but only to  
 28 the extent no other funding source is available or when payment  
 29 from property tax revenues is required by an enforceable obligation  
 30 or by the provisions of this part.

31 (F) Other revenue sources, including rents, concessions, asset  
 32 sale proceeds, interest earnings, and any other revenues derived  
 33 from the former redevelopment agency, as approved by the  
 34 oversight board in accordance with this part.

35 (2) A Recognized Obligation Payment Schedule shall not be  
 36 deemed valid unless all of the following conditions have been met:

37 (A) A ~~draft~~ Recognized Obligation Payment Schedule is  
 38 prepared by the successor agency for the enforceable obligations  
 39 of the former redevelopment agency ~~by March 1, 2012. From~~  
 40 ~~October 1, 2011, to July 1, 2012, the.~~ *The initial draft of that*

1 schedule shall project the dates and amounts of scheduled payments  
2 for each enforceable obligation for the remainder of the time period  
3 during which the redevelopment agency would have been  
4 authorized to obligate property tax increment had ~~such the~~ a  
5 redevelopment agency not been dissolved, ~~and shall be reviewed~~  
6 ~~and certified, as to its accuracy, by an external auditor designated~~  
7 ~~pursuant to Section 34182.~~

8 (B) ~~The certified~~ Recognized Obligation Payment Schedule is  
9 submitted to and duly approved by the oversight board. *The*  
10 *successor agency shall submit a copy of the Recognized Obligation*  
11 *Payment Schedule to the county administrative officer, the county*  
12 *auditor-controller, and the Department of Finance at the same*  
13 *time that the successor agency submits the Recognized Obligation*  
14 *Payment Schedule to the oversight board for approval.*

15 (C) A copy of the approved Recognized Obligation Payment  
16 Schedule is submitted to the county auditor-controller and both  
17 the Controller's office and the Department of Finance and be posted  
18 on the successor agency's Internet Web site.

19 (3) The Recognized Obligation Payment Schedule shall be  
20 forward looking to the next six months. The first Recognized  
21 Obligation Payment Schedule shall be submitted to the Controller's  
22 office and the Department of Finance by April 15, 2012, for the  
23 period of January 1, 2012, to June 30, 2012, inclusive. *This*  
24 *Recognized Obligation Payment Schedule shall include all*  
25 *payments made by the former redevelopment agency between*  
26 *January 1, 2012, through January 31, 2012, and shall include all*  
27 *payments proposed to be made by the successor agency from*  
28 *February 1, 2012, through June 30, 2012.* Former redevelopment  
29 agency enforceable obligation payments due, and reasonable or  
30 necessary administrative costs due or incurred, prior to January 1,  
31 2012, shall be made from property tax revenues received in the  
32 spring of 2011 property tax distribution, and from other revenues  
33 and balances transferred to the successor agency.

34 (m) *The Recognized Obligation Payment Schedule for the period*  
35 *of January 1, 2013, to June 30, 2013, shall be submitted by the*  
36 *successor agency, after approval by the oversight board, no later*  
37 *than September 1, 2012. Commencing with the Recognized*  
38 *Obligation Payment Schedule covering the period July 1, 2013,*  
39 *through December 31, 2013, successor agencies shall submit an*  
40 *oversight board-approved Recognized Obligation Payment*

1 *Schedule to the Department of Finance and to the county*  
2 *auditor-controller no fewer than 90 days before the date of*  
3 *property tax distribution. The Department of Finance shall make*  
4 *its determination of the enforceable obligations and the amounts*  
5 *and funding sources of the enforceable obligations no later than*  
6 *45 days after the Recognized Obligation Payment Schedule is*  
7 *submitted. Within five business days of the department's*  
8 *determination, a successor agency may request additional review*  
9 *by the department and an opportunity to meet and confer on*  
10 *disputed items. The meet and confer period may vary; an untimely*  
11 *submittal of a Recognized Obligation Payment Schedule may result*  
12 *in a meet and confer period of less than 30 days. The department*  
13 *shall notify the successor agency and the county auditor-controllers*  
14 *as to the outcome of its review at least 15 days before the date of*  
15 *property tax distribution.*

16 *(1) The successor agency shall submit a copy of the Recognized*  
17 *Obligation Payment Schedule to the Department of Finance*  
18 *electronically, and the successor agency shall complete the*  
19 *Recognized Obligation Payment Schedule in the manner provided*  
20 *for by the department. A successor agency shall be in*  
21 *noncompliance with this paragraph if it only submits to the*  
22 *department an electronic message or a letter stating that the*  
23 *oversight board has approved a Recognized Obligation Payment*  
24 *Schedule.*

25 *(2) If a successor agency does not submit a Recognized*  
26 *Obligation Payment Schedule by the deadlines provided in this*  
27 *subdivision, the city, county, or city and county that created the*  
28 *redevelopment agency shall be subject to a civil penalty equal to*  
29 *ten thousand dollars (\$10,000) per day for every day the schedule*  
30 *is not submitted to the department. The civil penalty shall be paid*  
31 *to the county auditor-controller for allocation to the taxing entities*  
32 *under Section 34183. If a successor agency fails to submit a*  
33 *Recognized Obligation Payment Schedule by the deadline, any*  
34 *creditor of the successor agency or the Department of Finance or*  
35 *any affected taxing entity shall have standing to and may request*  
36 *a writ of mandate to require the successor agency to immediately*  
37 *perform this duty. Those actions may be filed only in the County*  
38 *of Sacramento and shall have priority over other civil matters.*  
39 *Additionally, if an agency does not submit a Recognized Obligation*  
40 *Payment Schedule within ten days of the deadline, the maximum*

1 *administrative cost allowance for that period shall be reduced by*  
2 *25 percent.*

3 *(3) If a successor agency fails to submit to the department an*  
4 *oversight board-approved Recognized Obligation Payment*  
5 *Schedule that complies with all requirements of this subdivision*  
6 *within five business days of the date upon which the Recognized*  
7 *Obligation Payment Schedule is to be used to determine the amount*  
8 *of property tax allocations, the department may determine if any*  
9 *amount should be withheld by the county auditor-controller for*  
10 *payments for enforceable obligations from distribution to taxing*  
11 *entities, pending approval of a Recognized Obligation Payment*  
12 *Schedule. The county auditor-controller shall distribute the portion*  
13 *of any of the sums withheld pursuant to this paragraph to the*  
14 *affected taxing entities in accordance with paragraph (4) of*  
15 *subdivision (a) of Section 34183 upon notice by the department*  
16 *that a portion of the withheld balances are in excess of the amount*  
17 *of enforceable obligations. The county auditor-controller shall*  
18 *distribute withheld funds to the successor agency only in*  
19 *accordance with a Recognized Obligation Payment Schedule*  
20 *approved by the department. County auditor-controllers shall lack*  
21 *the authority to withhold any other amounts from the allocations*  
22 *provided for under Section 34183 or 34188 unless required by a*  
23 *court order.*

24 *(n) Cause a postaudit of the financial transactions and records*  
25 *of the successor agency to be made at least annually by a certified*  
26 *public accountant.*

27 *SEC. 12. Section 34177.3 is added to the Health and Safety*  
28 *Code, to read:*

29 *34177.3. (a) Successor agencies shall lack the authority to,*  
30 *and shall not, create new enforceable obligations under the*  
31 *authority of the Community Redevelopment Law (Part 1*  
32 *(commencing with Section 33000)) or begin new redevelopment*  
33 *work, except in compliance with an enforceable obligation that*  
34 *existed prior to June 28, 2011.*

35 *(b) Successor agencies may create enforceable obligations to*  
36 *conduct the work of winding down the redevelopment agency,*  
37 *including hiring staff, acquiring necessary professional*  
38 *administrative services and legal counsel, and procuring insurance.*

39 *(c) Successor agencies shall lack the authority to, and shall not,*  
40 *transfer any powers or revenues of the successor agency to any*

1 other party, public or private, except pursuant to an enforceable  
2 obligation on a Recognized Obligation Payment Schedule approved  
3 by the department. Any such transfers of authority or revenues  
4 that are not made pursuant to an enforceable obligation on a  
5 Recognized Obligation Payment Schedule approved by the  
6 Department of Finance are hereby declared to be void, and the  
7 successor agency shall take action to reverse any of those transfers.  
8 The Controller may audit any transfer of authority or revenues  
9 prohibited by this section and may order the prompt return of any  
10 money or other things of value from the receiving party.

11 (d) Redevelopment agencies that resolved to participate in the  
12 Voluntary Alternative Redevelopment Program under Chapter 6  
13 of the First Extraordinary Session of the Statutes of 2011 were  
14 and are subject to the provisions of Part 1.8 (commencing with  
15 Section 34161). Any actions taken by redevelopment agencies to  
16 create obligations after June 27, 2011, are ultra vires and do not  
17 create enforceable obligations.

18 (e) The Legislature finds and declares that the provisions of  
19 this section are declaratory of existing law.

20 SEC. 13. Section 34177.5 is added to the Health and Safety  
21 Code, to read:

22 34177.5. (a) In addition to the powers granted to each  
23 successor agency, and notwithstanding anything in the act adding  
24 this part, including, but not limited to, Sections 34162 and 34189,  
25 a successor agency shall have the authority, rights, and powers  
26 of the redevelopment agency to which it succeeded solely for the  
27 following purposes:

28 (1) For the purpose of issuing bonds or incurring other  
29 indebtedness to refund the bonds or other indebtedness of its former  
30 redevelopment agency or of the successor agency to provide  
31 savings to the successor agency, provided that (A) the total interest  
32 cost to maturity on the refunding bonds or other indebtedness plus  
33 the principal amount of the refunding bonds or other indebtedness  
34 shall not exceed the total remaining interest cost to maturity on  
35 the bonds or other indebtedness to be refunded plus the remaining  
36 principal of the bonds or other indebtedness to be refunded, and  
37 (B) the principal amount of the refunding bonds or other  
38 indebtedness shall not exceed the amount required to defease the  
39 refunded bonds or other indebtedness, to establish customary debt  
40 service reserves, and to pay related costs of issuance. If the



1 *foregoing conditions are satisfied, the initial principal amount of*  
2 *the refunding bonds or other indebtedness may be greater than*  
3 *the outstanding principal amount of the bonds or other*  
4 *indebtedness to be refunded. The successor agency may pledge to*  
5 *the refunding bonds or other indebtedness the revenues pledged*  
6 *to the bonds or other indebtedness being refunded, and that pledge,*  
7 *when made in connection with the issuance of such refunding*  
8 *bonds or other indebtedness, shall have the same lien priority as*  
9 *the pledge of the bonds or other obligations to be refunded, and*  
10 *shall be valid, binding, and enforceable in accordance with its*  
11 *terms.*

12 *(2) For the purpose of issuing bonds or other indebtedness to*  
13 *finance debt service spikes, including balloon maturities, provided*  
14 *that (A) the existing indebtedness is not accelerated, except to the*  
15 *extent necessary to achieve substantially level debt service, and*  
16 *(B) the principal amount of the bonds or other indebtedness shall*  
17 *not exceed the amount required to finance the debt service spikes,*  
18 *including establishing customary debt service reserves and paying*  
19 *related costs of issuance.*

20 *(3) For the purpose of amending an existing enforceable*  
21 *obligation under which the successor agency is obligated to*  
22 *reimburse a political subdivision of the state for the payment of*  
23 *debt service on a bond or other obligation of the political*  
24 *subdivision, or to pay all or a portion of the debt service on the*  
25 *bond or other obligation of the political subdivision to provide*  
26 *savings to the successor agency, provided that (A) the enforceable*  
27 *obligation is amended in connection with a refunding of the bonds*  
28 *or other obligations of the political subdivision so that the*  
29 *enforceable obligation will apply to the refunding bonds or other*  
30 *refunding indebtedness of the political subdivision, (B) the total*  
31 *interest cost to maturity on the refunding bonds or other*  
32 *indebtedness plus the principal amount of the refunding bonds or*  
33 *other indebtedness shall not exceed the total remaining interest*  
34 *cost to maturity on the bonds or other indebtedness to be refunded*  
35 *plus the remaining principal of the bonds or other indebtedness*  
36 *to be refunded, and (C) the principal amount of the refunding*  
37 *bonds or other indebtedness shall not exceed the amount required*  
38 *to defease the refunded bonds or other indebtedness, to establish*  
39 *customary debt service reserves and to pay related costs of*  
40 *issuance. The pledge set forth in that amended enforceable*

1 obligation, when made in connection with the execution of the  
2 amendment of the enforceable obligation, shall have the same lien  
3 priority as the pledge in the enforceable obligation prior to its  
4 amendment and shall be valid, binding, and enforceable in  
5 accordance with its terms.

6 (4) For the purpose of issuing bonds or incurring other  
7 indebtedness to make payments under enforceable obligations  
8 when the enforceable obligations include the irrevocable pledge  
9 of property tax increment, formerly tax increment revenues prior  
10 to the effective date of this part, or other funds and the obligation  
11 to issue bonds secured by that pledge. The successor agency may  
12 pledge to the bonds or other indebtedness the property tax revenues  
13 and other funds described in the enforceable obligation, and that  
14 pledge, when made in connection with the issuance of the bonds  
15 or the incurring of other indebtedness, shall be valid, binding, and  
16 enforceable in accordance with its terms. This paragraph shall  
17 not be deemed to authorize a successor agency to increase the  
18 amount of property tax revenues pledged under an enforceable  
19 obligation or to pledge any property tax revenue not already  
20 pledged pursuant to an enforceable obligation. This paragraph  
21 does not constitute a change in, but is declaratory of, the existing  
22 law.

23 (b) The refunding bonds authorized under this section may be  
24 issued under the authority of Article 11 (commencing with Section  
25 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the  
26 Government Code, and the refunding bonds may be sold at public  
27 or private sale, or to a joint powers authority pursuant to the  
28 Marks-Roos Local Bond Pooling Act (Article 4 (commencing with  
29 Section 6584) of Chapter 5 of Division 7 of Title 1 of the  
30 Government Code).

31 (c) (1) Prior to incurring any bonds or other indebtedness  
32 pursuant to this section, the successor agency may subordinate to  
33 the bonds or other indebtedness the amount required to be paid  
34 to an affected taxing entity pursuant to paragraph (1) of subdivision  
35 (a) of Section 34183, provided that the affected taxing entity has  
36 approved the subordinations pursuant to this subdivision.

37 (2) At the time the successor agency requests an affected taxing  
38 entity to subordinate the amount to be paid to it, the successor  
39 agency shall provide the affected taxing entity with substantial  
40 evidence that sufficient funds will be available to pay both the debt

1 *service on the bonds or other indebtedness and the payments*  
2 *required by paragraph (1) of subdivision (a) of Section 34183,*  
3 *when due.*

4 *(3) Within 45 days after receipt of the agency's request, the*  
5 *affected taxing entity shall approve or disapprove the request for*  
6 *subordination. An affected taxing entity may disapprove a request*  
7 *for subordination only if it finds, based upon substantial evidence,*  
8 *that the successor agency will not be able to pay the debt service*  
9 *payments and the amount required to be paid to the affected taxing*  
10 *entity. If the affected taxing entity does not act within 45 days after*  
11 *receipt of the agency's request, the request to subordinate shall*  
12 *be deemed approved and shall be final and conclusive.*

13 *(d) An action may be brought pursuant to Chapter 9*  
14 *(commencing with Section 860) of Title 10 of Part 2 of the Code*  
15 *of Civil Procedure to determine the validity of bonds or other*  
16 *obligations authorized by this section, the pledge of revenues to*  
17 *those bonds or other obligations authorized by this section, the*  
18 *legality and validity of all proceedings theretofore taken and, as*  
19 *provided in the resolution of the legislative body of the successor*  
20 *agency authorizing the bonds or other obligations authorized by*  
21 *this section, proposed to be taken for the authorization, execution,*  
22 *issuance, sale, and delivery of the bonds or other obligations*  
23 *authorized by this section, and for the payment of debt service on*  
24 *the bonds or the payment of amounts under other obligations*  
25 *authorized by this section. Subdivision (c) of Section 33501 shall*  
26 *not apply to any such action. The Department of Finance shall be*  
27 *notified of the filing of any action as an affected party.*

28 *(e) Notwithstanding any other law, including, but not limited*  
29 *to, Section 33501, an action to challenge the issuance of bonds,*  
30 *the incurrence of indebtedness, the amendment of an enforceable*  
31 *obligation, or the execution of a financing agreement by a*  
32 *successor agency shall be brought within 30 days after the date*  
33 *on which the oversight board approves the resolution of the*  
34 *successor agency approving the issuance of bonds, the incurrence*  
35 *of indebtedness, the amendment of an enforceable obligation, or*  
36 *the execution of a financing agreement authorized under this*  
37 *section.*

38 *(f) The actions authorized in this section shall be subject to the*  
39 *approval of the oversight board, as provided in Section 34180.*  
40 *Additionally, an oversight board may direct the successor agency*

1 to commence any of the transactions described in subdivision (a)  
2 so long as the successor agency is able to recover its related costs  
3 in connection with the transaction. After a successor agency, with  
4 approval of the oversight board, issues any bonds, incurs any  
5 indebtedness, or executes an amended enforceable obligation  
6 pursuant to subdivision (a), the oversight board shall not  
7 unilaterally approve any amendments to or early termination of  
8 the bonds, indebtedness, or enforceable obligation. If, under the  
9 authority granted to it by subdivision (h) of Section 34179, the  
10 Department of Finance either reviews and approves or fails to  
11 request review within five business days of an oversight board  
12 approval of an action authorized by this section, the scheduled  
13 payments on the bonds or other indebtedness shall be listed in the  
14 Recognized Obligation Payment Schedule and shall not be subject  
15 to further review and approval by the department or the Controller.  
16 The department may extend its review time to 60 days for actions  
17 authorized in this section and may seek the assistance of the  
18 Treasurer in evaluating proposed actions under this section.

19 (g) Any bonds, indebtedness, or amended enforceable obligation  
20 authorized by this section shall be considered indebtedness  
21 incurred by the dissolved redevelopment agency, with the same  
22 legal effect as if the bonds, indebtedness, financing agreement, or  
23 amended enforceable obligation had been issued, incurred, or  
24 entered into prior to June 29, 2011, in full conformity with the  
25 applicable provisions of the Community Redevelopment Law that  
26 existed prior to that date, shall be included in the successor  
27 agency's Recognized Obligation Payment Schedule, and shall be  
28 secured by a pledge of, and lien on, and shall be repaid from  
29 moneys deposited from time to time in the Redevelopment Property  
30 Tax Trust Fund established pursuant to subdivision (c) of Section  
31 34172, as provided in paragraph (2) of subdivision (a) of Section  
32 34183. Property tax revenues pledged to any bonds, indebtedness,  
33 or amended enforceable obligations authorized by this section are  
34 taxes allocated to the successor agency pursuant to subdivision  
35 (b) of Section 33670 and Section 16 of Article XVI of the California  
36 Constitution.

37 (h) The successor agency shall make diligent efforts to ensure  
38 that the lowest long-term cost financing is obtained. The financing  
39 shall not provide for any bullets or spikes and shall not use variable  
40 rates. The successor agency shall make use of an independent

1 *financial advisor in developing financing proposals and shall make*  
2 *the work products of the financial advisor available to the*  
3 *Department of Finance at its request.*

4 *(i) If an enforceable obligation provides for an irrevocable*  
5 *commitment of property tax revenue and where allocation of such*  
6 *revenues is expected to occur over time, the successor agency may*  
7 *petition the Department of Finance to provide written confirmation*  
8 *that its determination of such enforceable obligation as approved*  
9 *in a Recognized Obligation Payment Schedule is final and*  
10 *conclusive, and reflects the department's approval of subsequent*  
11 *payments made pursuant to the enforceable obligation. If the*  
12 *confirmation is granted, then the department's review of such*  
13 *payments in future Recognized Obligation Payment Schedules*  
14 *shall be limited to confirming that they are required by the prior*  
15 *enforceable obligation.*

16 *(j) The successor agency may request that the department*  
17 *provide a written determination to waive the two-year statute of*  
18 *limitations on an action to review the validity of the adoption or*  
19 *amendment of a redevelopment plan pursuant to subdivision (c)*  
20 *of Section 33500 or on any findings or determinations made by*  
21 *the agency pursuant to subdivision (d) of Section 33500. The*  
22 *department at its discretion may provide a waiver if it determines*  
23 *it is necessary for the agency to fulfill an enforceable obligation.*

24 *SEC. 14. Section 34178 of the Health and Safety Code is*  
25 *amended to read:*

26 *34178. (a) Commencing on the operative date of this part,*  
27 *agreements, contracts, or arrangements between the city or county,*  
28 *or city and county that created the redevelopment agency and the*  
29 *redevelopment agency are invalid and shall not be binding on the*  
30 *successor agency; provided, however, that a successor entity*  
31 *wishing to enter or reenter into agreements with the city, county,*  
32 *or city and county that formed the redevelopment agency that it*  
33 *is succeeding may do so upon obtaining the approval of its*  
34 *oversight board. A successor agency or an oversight board shall*  
35 *not exercise the powers granted by this subdivision to restore*  
36 *funding for an enforceable obligation that was deleted or reduced*  
37 *by the Department of Finance pursuant to subdivision (h) of Section*  
38 *34179 unless it reflects the decisions made during the meet and*  
39 *confer process with the Department of Finance or pursuant to a*  
40 *court order.*

1 (b) Notwithstanding subdivision (a), any of the following  
 2 agreements are not invalid and may bind the successor agency:

3 (1) A duly authorized written agreement entered into at the time  
 4 of issuance, but in no event later than December 31, 2010, of  
 5 indebtedness obligations, and solely for the purpose of securing  
 6 or repaying those indebtedness obligations.

7 (2) A written agreement between a redevelopment agency and  
 8 the city, county, or city and county that created it that provided  
 9 loans or other startup funds for the redevelopment agency that  
 10 were entered into within two years of the formation of the  
 11 redevelopment agency.

12 (3) A joint exercise of powers agreement in which the  
 13 redevelopment agency is a member of the joint powers authority.  
 14 However, upon assignment to the successor agency by operation  
 15 of the act adding this part, the successor agency's rights, duties,  
 16 and performance obligations under that joint exercise of powers  
 17 agreement shall be limited by the constraints imposed on successor  
 18 agencies by the act adding this part.

19 *SEC. 15. Section 34178.8 is added to the Health and Safety*  
 20 *Code, to read:*

21 *34178.8. Commencing on the effective date of the act adding*  
 22 *this section, the Controller shall review the activities of successor*  
 23 *agencies in the state to determine if an asset transfer has occurred*  
 24 *after January 31, 2012, between the successor agency and the city,*  
 25 *county, or city and county that created a redevelopment agency,*  
 26 *or any other public agency, that was not made pursuant to an*  
 27 *enforceable obligation on an approved and valid Recognized*  
 28 *Obligation Payment Schedule. If such an asset transfer did occur,*  
 29 *to the extent not prohibited by state and federal law, the Controller*  
 30 *shall order the available assets to be returned to the successor*  
 31 *agency. Upon receiving that order from the Controller, an affected*  
 32 *local agency shall, as soon as practicable, reverse the transfer*  
 33 *and return the applicable assets to the successor agency. This*  
 34 *section shall not apply to housing assets as defined in subdivision*  
 35 *(e) of Section 34176.*

36 *SEC. 16. Section 34179 of the Health and Safety Code is*  
 37 *amended to read:*

38 34179. (a) Each successor agency shall have an oversight  
 39 board composed of seven members. The members shall elect one  
 40 of their members as the chairperson and shall report the name of

1 the chairperson and other members to the Department of Finance  
2 on or before May 1, 2012. Members shall be selected as follows:

3 (1) One member appointed by the county board of supervisors.

4 (2) One member appointed by the mayor for the city that formed  
5 the redevelopment agency.

6 (3) (A) One member appointed by the largest special district,  
7 by property tax share, with territory in the territorial jurisdiction  
8 of the former redevelopment agency, which is of the type of special  
9 district that is eligible to receive property tax revenues pursuant  
10 to Section 34188.

11 (B) *On or after the effective date of this subparagraph, the*  
12 *county auditor-controller may determine which is the largest*  
13 *special district for purposes of this section.*

14 (4) One member appointed by the county superintendent of  
15 education to represent schools if the superintendent is elected. If  
16 the county superintendent of education is appointed, then the  
17 appointment made pursuant to this paragraph shall be made by the  
18 county board of education.

19 (5) One member appointed by the Chancellor of the California  
20 Community Colleges to represent community college districts in  
21 the county.

22 (6) One member of the public appointed by the county board  
23 of supervisors.

24 (7) One member representing the employees of the former  
25 redevelopment agency appointed by the mayor or chair of the  
26 board of supervisors, as the case may be, from the recognized  
27 employee organization representing the largest number of former  
28 redevelopment agency employees employed by the successor  
29 agency at that time. *In the case where city or county employees*  
30 *performed administrative duties of the former redevelopment*  
31 *agency, the appointment shall be made from the recognized*  
32 *employee organization representing those employees. If a*  
33 *recognized employee organization does not exist for either the*  
34 *employees of the former redevelopment agency or the city or county*  
35 *employees performing administrative duties of the former*  
36 *redevelopment agency, the appointment shall be made from among*  
37 *the employees of the successor agency. In voting to approve a*  
38 *contract as an enforceable obligation, a member appointed*  
39 *pursuant to this paragraph shall not be deemed to be interested*  
40 *in the contract by virtue of being an employee of the successor*



1 agency or community for purposes of Section 1090 of the  
2 Government Code.

3 (8) If the county or a joint powers agency formed the  
4 redevelopment agency, then the largest city by acreage in the  
5 territorial jurisdiction of the former redevelopment agency may  
6 select one member. If there are no cities with territory in a project  
7 area of the redevelopment agency, the county superintendent of  
8 education may appoint an additional member to represent the  
9 public.

10 (9) If there are no special districts of the type that are eligible  
11 to receive property tax pursuant to Section 34188, within the  
12 territorial jurisdiction of the former redevelopment agency, then  
13 the county may appoint one member to represent the public.

14 (10) ~~Where~~ If a redevelopment agency was formed by an entity  
15 that is both a charter city and a county, the oversight board shall  
16 be composed of seven members selected as follows: three members  
17 appointed by the mayor of the city, ~~where such~~ if that appointment  
18 is subject to confirmation by the county board of supervisors, one  
19 member appointed by the largest special district, by property tax  
20 share, with territory in the territorial jurisdiction of the former  
21 redevelopment agency, which is the type of special district that is  
22 eligible to receive property tax revenues pursuant to Section 34188,  
23 one member appointed by the county superintendent of education  
24 to represent schools, one member appointed by the Chancellor of  
25 the California Community Colleges to represent community college  
26 districts, and one member representing employees of the former  
27 redevelopment agency appointed by the mayor of the city ~~where~~  
28 ~~such an~~ if that appointment is subject to confirmation by the county  
29 board of supervisors, to represent the largest number of former  
30 redevelopment agency employees employed by the successor  
31 agency at that time.

32 (b) The Governor may appoint individuals to fill any oversight  
33 board member position described in subdivision (a) that has not  
34 been filled by May 15, 2012, or any member position that remains  
35 vacant for more than 60 days.

36 (c) The oversight board may direct the staff of the successor  
37 agency to perform work in furtherance of the oversight board's  
38 duties and responsibilities under this part. The successor agency  
39 shall pay for all of the costs of meetings of the oversight board  
40 and may include such costs in its administrative budget. Oversight

1 board members shall serve without compensation or reimbursement  
2 for expenses.

3 ~~(d) Oversight board members shall have personal immunity~~  
4 ~~from suit for their actions taken within the scope of their~~  
5 ~~responsibilities as oversight board members. are protected by the~~  
6 ~~immunities applicable to public entities and public employees~~  
7 ~~governed by Part 1 (commencing with Section 810) and Part 2~~  
8 ~~(commencing with Section 814) of Division 3.6 of Title 1 of the~~  
9 ~~Government Code.~~

10 (e) A majority of the total membership of the oversight board  
11 shall constitute a quorum for the transaction of business. A majority  
12 vote of the total membership of the oversight board is required for  
13 the oversight board to take action. The oversight board shall be  
14 deemed to be a local entity for purposes of the Ralph M. Brown  
15 Act, the California Public Records Act, and the Political Reform  
16 Act of 1974. *All actions taken by the oversight board shall be*  
17 *adopted by resolution.*

18 (f) All notices required by law for proposed oversight board  
19 actions shall also be posted on the successor agency's Internet  
20 Web site or the oversight board's Internet Web site.

21 (g) Each member of an oversight board shall serve at the  
22 pleasure of the entity that appointed such member.

23 (h) The Department of Finance may review an oversight board  
24 action taken pursuant to ~~the act adding this part. As such, all~~  
25 ~~oversight board actions shall not be effective for three business~~  
26 ~~days, pending a request for review by the department. Written~~  
27 ~~notice and information about all actions taken by an oversight~~  
28 ~~board shall be provided to the department by electronic means~~  
29 ~~and in a manner of the department's choosing. An action shall~~  
30 ~~become effective five business days after notice in the manner~~  
31 ~~specified by the department is provided unless the department~~  
32 ~~requests a review. Each oversight board shall designate an official~~  
33 ~~to whom the department may make such those requests and who~~  
34 ~~shall provide the department with the telephone number and e-mail~~  
35 ~~contact information for the purpose of communicating with the~~  
36 ~~department pursuant to this subdivision. In Except as otherwise~~  
37 ~~provided in this part, in the event that the department requests a~~  
38 ~~review of a given oversight board action, it shall have 10 40 days~~  
39 ~~from the date of its request to approve the oversight board action~~  
40 ~~or return it to the oversight board for reconsideration and such the~~

1 oversight board action shall not be effective until approved by the  
2 department. In the event that the department returns the oversight  
3 board action to the oversight board for reconsideration, the  
4 oversight board shall resubmit the modified action for department  
5 approval and the modified oversight board action shall not become  
6 effective until approved by the department. *If the department*  
7 *reviews a Recognized Obligation Payment Schedule, the*  
8 *department may eliminate or modify any item on that schedule*  
9 *prior to its approval. The county auditor-controller shall reflect*  
10 *the actions of the department in determining the amount of property*  
11 *tax revenues to allocate to the successor agency. The department*  
12 *shall provide notice to the successor agency and the county*  
13 *auditor-controller as to the reasons for its actions. To the extent*  
14 *that an oversight board continues to dispute a determination with*  
15 *the department, one or more future recognized obligation schedules*  
16 *may reflect any resolution of that dispute. The department may*  
17 *also agree to an amendment to a Recognized Obligation Payment*  
18 *Schedule to reflect a resolution of a disputed item; however, this*  
19 *shall not affect a past allocation of property tax or create a liability*  
20 *for any affected taxing entity.*

21 (i) Oversight boards shall have fiduciary responsibilities to  
22 holders of enforceable obligations and the taxing entities that  
23 benefit from distributions of property tax and other revenues  
24 pursuant to Section 34188. Further, the provisions of Division 4  
25 (commencing with Section 1000) of the Government Code shall  
26 apply to oversight boards. Notwithstanding Section 1099 of the  
27 Government Code, or any other law, any individual may  
28 simultaneously be appointed to up to five oversight boards and  
29 may hold an office in a city, county, city and county, special  
30 district, school district, or community college district.

31 (j) Commencing on and after July 1, 2016, in each county where  
32 more than one oversight board was created by operation of the act  
33 adding this part, there shall be only one oversight board appointed  
34 as follows:

35 (1) One member may be appointed by the county board of  
36 supervisors.

37 (2) One member may be appointed by the city selection  
38 committee established pursuant to Section 50270 of the  
39 Government Code. In a city and county, the mayor may appoint  
40 one member.

1 (3) One member may be appointed by the independent special  
2 district selection committee established pursuant to Section 56332  
3 of the Government Code, for the types of special districts that are  
4 eligible to receive property tax revenues pursuant to Section 34188.

5 (4) One member may be appointed by the county superintendent  
6 of education to represent schools if the superintendent is elected.  
7 If the county superintendent of education is appointed, then the  
8 appointment made pursuant to this paragraph shall be made by the  
9 county board of education.

10 (5) One member may be appointed by the Chancellor of the  
11 California Community Colleges to represent community college  
12 districts in the county.

13 (6) One member of the public may be appointed by the county  
14 board of supervisors.

15 (7) One member may be appointed by the recognized employee  
16 organization representing the largest number of successor agency  
17 employees in the county.

18 (k) The Governor may appoint individuals to fill any oversight  
19 board member position described in subdivision (j) that has not  
20 been filled by July 15, 2016, or any member position that remains  
21 vacant for more than 60 days.

22 (l) Commencing on and after July 1, 2016, in each county where  
23 only one oversight board was created by operation of the act adding  
24 this part, then there will be no change to the composition of that  
25 oversight board as a result of the operation of subdivision (b).

26 (m) Any oversight board for a given successor agency shall  
27 cease to exist when all of the indebtedness of the dissolved  
28 redevelopment agency has been repaid.

29 (n) *An oversight board may direct a successor agency to provide*  
30 *additional legal or financial advice than what was given by agency*  
31 *staff.*

32 (o) *An oversight board is authorized to contract with the county*  
33 *or other public or private agencies for administrative support.*

34 (p) *On matters within the purview of the oversight board,*  
35 *decisions made by the oversight board supersede those made by*  
36 *the successor agency or the staff of the successor agency.*

37 *SEC. 17. Section 34179.5 is added to the Health and Safety*  
38 *Code, to read:*

39 *34179.5. (a) In furtherance of subdivision (d) of Section 34177,*  
40 *each successor agency shall employ a licensed accountant,*

1 approved by the county auditor-controller and with experience  
2 and expertise in local government accounting, to conduct a due  
3 diligence review to determine the unobligated balances available  
4 for transfer to taxing entities. As an alternative, an audit provided  
5 by the county auditor-controller that provides the information  
6 required by this section may be used to comply with this section  
7 with the concurrence of the oversight board.

8 (b) For purposes of this section the following terms shall have  
9 the following meanings:

10 (1) "Cash" and "cash equivalents" includes, but is not limited  
11 to, cash in hand, bank deposits, Local Agency Investment Fund  
12 deposits, deposits in the city or county treasury or any other pool,  
13 marketable securities, commercial paper, United States Treasury  
14 bills, banker's acceptances, payables on demand and amounts due  
15 from other parties as defined in subdivision (c), and any other  
16 money owned by the successor agency.

17 (2) "Enforceable obligation" includes any of the items listed  
18 in subdivision (d) of Section 34171, contracts detailing specific  
19 work to be performed that were entered into by the former  
20 redevelopment agency prior to June 28, 2011, with a third party  
21 that is other than the city, county, or city and county that created  
22 the former redevelopment agency, and indebtedness obligations  
23 as defined in subdivision (e) of Section 34171.

24 (3) "Transferred" means the transmission of money to another  
25 party that is not in payment for goods or services or an investment  
26 or where the payment is *de minimus*. Transfer also means where  
27 the payments are ultimately merely a restriction on the use of the  
28 money.

29 (c) At a minimum, the review required by this section shall  
30 include the following:

31 (1) The dollar value of assets transferred from the former  
32 redevelopment agency to the successor agency on or about  
33 February 1, 2012.

34 (2) The dollar value of assets and cash and cash equivalents  
35 transferred after January 1, 2011, through June 30, 2012, by the  
36 redevelopment agency or the successor agency to the city, county,  
37 or city and county that formed the redevelopment agency and the  
38 purpose of each transfer. The review shall provide documentation  
39 of any enforceable obligation that required the transfer.

1     (3) *The dollar value of any cash or cash equivalents transferred*  
2 *after January 1, 2011, through June 30, 2012, by the redevelopment*  
3 *agency or the successor agency to any other public agency or*  
4 *private party and the purpose of each transfer. The review shall*  
5 *provide documentation of any enforceable obligation that required*  
6 *the transfer.*

7     (4) *The review shall provide expenditure and revenue accounting*  
8 *information and identify transfers and funding sources for the*  
9 *2010–11 and 2011–12 fiscal years that reconciles balances, assets,*  
10 *and liabilities of the successor agency on June 30, 2012 to those*  
11 *reported to the Controller for the 2009–10 fiscal year.*

12     (5) *A separate accounting for the balance for the Low and*  
13 *Moderate Income Housing Fund for all other funds and accounts*  
14 *combined shall be made as follows:*

15     (A) *A statement of the total value of each fund as of June 30,*  
16 *2012.*

17     (B) *An itemized statement listing any amounts that are legally*  
18 *restricted as to purpose and cannot be provided to taxing entities.*  
19 *This could include the proceeds of any bonds, grant funds, or funds*  
20 *provided by other governmental entities that place conditions on*  
21 *their use.*

22     (C) *An itemized statement of the values of any assets that are*  
23 *not cash or cash equivalents. This may include physical assets,*  
24 *land, records, and equipment. For the purpose of this accounting,*  
25 *physical assets may be valued at purchase cost or at any recently*  
26 *estimated market value. The statement shall list separately*  
27 *housing-related assets.*

28     (D) *An itemized listing of any current balances that are legally*  
29 *or contractually dedicated or restricted for the funding of an*  
30 *enforceable obligation that identifies the nature of the dedication*  
31 *or restriction and the specific enforceable obligation. In addition,*  
32 *the successor agency shall provide a listing of all approved*  
33 *enforceable obligations that includes a projection of annual*  
34 *spending requirements to satisfy each obligation and a projection*  
35 *of annual revenues available to fund those requirements. If a*  
36 *review finds that future revenues together with dedicated or*  
37 *restricted balances are insufficient to fund future obligations and*  
38 *thus retention of current balances is required, it shall identify the*  
39 *amount of current balances necessary for retention. The review*  
40 *shall also detail the projected property tax revenues and other*

1 general purpose revenues to be received by the successor agency,  
2 together with both the amount and timing of the bond debt service  
3 payments of the successor agency, for the period in which the  
4 oversight board anticipates the successor agency will have  
5 insufficient property tax revenue to pay the specified obligations.

6 (E) An itemized list and analysis of any amounts of current  
7 balances that are needed to satisfy obligations that will be placed  
8 on the Recognized Obligation Payment Schedules for the current  
9 fiscal year.

10 (6) The review shall total the net balances available after  
11 deducting the total amounts described in subparagraphs (B) to  
12 (E), inclusive, of paragraph (5). The review shall add any amounts  
13 that were transferred as identified in paragraphs (2) and (3) of  
14 subdivision (c) if an enforceable obligation to make that transfer  
15 did not exist. The resulting sum shall be available for allocation  
16 to affected taxing entities pursuant to Section 34179.6. It shall be  
17 a rebuttable presumption that cash and cash equivalent balances  
18 available to the successor agency are available and sufficient to  
19 disburse the amount determined in this paragraph to taxing entities.  
20 If the review finds that there are insufficient cash balances to  
21 transfer or that cash or cash equivalents are specifically obligated  
22 to the purposes described in subparagraphs (B), (D), and (E) of  
23 paragraph (5) in such amounts that there is insufficient cash to  
24 provide the full amount determined pursuant to this paragraph,  
25 that amount shall be demonstrated in an additional itemized  
26 schedule.

27 SEC. 18. Section 34179.6 is added to the Health and Safety  
28 Code, to read:

29 34179.6. The review required pursuant to Section 34179.5  
30 shall be submitted to the oversight board for review. The successor  
31 agency shall submit a copy of the Recognized Obligation Payment  
32 Schedule to the county administrative officer, the county  
33 auditor-controller, and the Department of Finance at the same  
34 time that the successor agency submits the review to the oversight  
35 board for review.

36 (a) By October 1, 2012, each successor agency shall provide  
37 to the oversight board, the county auditor-controller, the  
38 Controller, and the Department of Finance the results of the review  
39 conducted pursuant to Section 34179.5 for the Low and Moderate  
40 Income Housing Fund and specifically the amount of cash and



1 *cash equivalents determined to be available for allocation to taxing*  
2 *entities. By December 15, 2012, each successor agency shall*  
3 *provide to the oversight board, the county auditor-controller, the*  
4 *Controller, and the department the results of the review conducted*  
5 *pursuant to Section 34179.5 for all of the other fund and account*  
6 *balances and specifically the amount of cash and cash equivalents*  
7 *determined to be available for allocation to taxing entities. The*  
8 *department may request any supporting documentation and review*  
9 *results to assist in its review under subdivision (d). The department*  
10 *may specify the form and manner information about the review*  
11 *shall be provided to it.*

12 *(b) Upon receipt of the review, the oversight board shall convene*  
13 *a public comment session to take place at least five business days*  
14 *before the oversight board holds the approval vote specified in*  
15 *subdivision (c). The oversight board also shall consider any*  
16 *opinions offered by the county auditor-controller on the review*  
17 *results submitted by the successor agencies.*

18 *(c) By October 15, 2012, for the Low and Moderate Income*  
19 *Housing Fund and by January 15, 2013, for all other funds and*  
20 *accounts, the oversight board shall review, approve, and transmit*  
21 *to the department and the county auditor-controller the*  
22 *determination of the amount of cash and cash equivalents that are*  
23 *available for disbursement to taxing entities as determined*  
24 *according to the method provided in Section 34179.5. The oversight*  
25 *board may adjust any amount provided in the review to reflect*  
26 *additional information and analysis. The review and approval*  
27 *shall occur in public sessions. The oversight board may request*  
28 *from the successor agency any materials it deems necessary to*  
29 *assist in its review and approval of the determination. The*  
30 *oversight board shall be empowered to authorize a successor*  
31 *agency to retain assets or funds identified in subparagraphs (B)*  
32 *to (E), inclusive, of paragraph (5) of subdivision (c) of Section*  
33 *34179.5. An oversight board that makes that authorization also*  
34 *shall identify to the department the amount of funds authorized*  
35 *for retention, the source of those funds, and the purposes for which*  
36 *those funds are being retained. The determination and*  
37 *authorization to retain funds and assets shall be subject to the*  
38 *review and approval of the department pursuant to subdivision*  
39 *(d).*

1 (d) The department may adjust any amount associated with the  
2 determination of the resulting amount described in paragraph (6)  
3 of subdivision (c) of Section 34179.5 based on its analysis and  
4 information provided by the successor agency and others. The  
5 department shall consider any findings or opinions of the county  
6 auditor-controllers and the Controller. The department shall  
7 complete its review of the determinations provided pursuant to  
8 subdivision (c) no later than November 9, 2012, for the Low and  
9 Moderate Income Housing Fund and also shall notify the oversight  
10 board and the successor agency of its decision to overturn any  
11 decision of the oversight board to authorize a successor agency  
12 to retain assets or funds made pursuant to subdivision (c). The  
13 department shall complete its review of the determinations provided  
14 pursuant to subdivision (c) no later than April 1, 2013, for the  
15 other funds and accounts and also shall notify the oversight board  
16 and the successor agency of its decision to overturn any oversight  
17 board authorizations made pursuant to subdivision (c). The  
18 department shall provide the oversight board and the successor  
19 agency an explanation of its basis for overturning or modifying  
20 any findings, determinations, or authorizations of the oversight  
21 board made pursuant to subdivision (c).

22 (e) The successor agency and the entity or entities that created  
23 the former redevelopment agency may request to meet and confer  
24 with the department to resolve any disputes regarding the amounts  
25 or sources of funds identified as determined by the department.  
26 The request shall be made within five business days of the  
27 transmission, and no later than November 16, 2012, for the  
28 determination regarding the Low and Moderate Income Housing  
29 Fund, to the successor agency or the designated local authority  
30 of the department's determination, decisions, and explanations  
31 and shall be accompanied by an explanation and documentation  
32 of the basis of the dispute. The department shall meet and confer  
33 with the requesting party and modify its determinations and  
34 decisions accordingly. The department shall either confirm or  
35 modify its determinations and decisions within 30 days of the  
36 request to meet and confer.

37 (f) Each successor agency shall transmit to the county  
38 auditor-controller the amount of funds required pursuant to the  
39 determination of the department within five working days of receipt  
40 of the notification under subdivision (c) or (e) if a meet and confer

1 request is made. Successor agencies shall make diligent efforts to  
2 recover any money determined to have been transferred without  
3 an enforceable obligation as described in paragraphs (2) and (3)  
4 of subdivision (c) of Section 34179.5. The department shall notify  
5 the county auditor-controllers of its actions and the county  
6 auditor-controllers shall disburse the funds received from  
7 successor agencies to taxing entities pursuant to Section 34188  
8 within five working days of receipt. Amounts received after  
9 November 28, 2012, and April 10, 2013, may be held and disbursed  
10 with the regular payments to taxing entities pursuant to Section  
11 34183.

12 (g) By December 1, 2012, the county auditor-controller shall  
13 provide the department a report specifying the amount submitted  
14 by each successor agency pursuant to subdivision (d) for low- and  
15 moderate-income housing funds, and specifically noting those  
16 successor agencies that failed to remit the full required amount.  
17 By April 20, 2013, the county auditor-controller shall provide the  
18 department a report detailing the amount submitted by each  
19 successor agency pursuant to subdivision (d) for all other funds  
20 and accounts, and specifically noting those successor agencies  
21 that failed to remit the full required amount.

22 (h) If a successor agency fails to remit to the county  
23 auditor-controller the sums identified in subdivisions (d) and (f),  
24 by the deadlines specified in those subdivisions, the following  
25 remedies are available:

26 (1) (A) If the successor agency cannot promptly recover the  
27 funds that have been transferred to another public agency without  
28 an enforceable obligation as described in paragraphs (2) and (3)  
29 of subdivision (c) of Section 34179.5, the funds may be recovered  
30 through an offset of sales and use tax or property tax allocations  
31 to the local agency to which the funds were transferred. To recover  
32 such funds, the Department of Finance may order the State Board  
33 of Equalization to make an offset pursuant to subdivision (a) of  
34 Section 34179.8. If the Department of Finance does not order a  
35 sales tax offset, the county auditor-controller may reduce the  
36 property tax allocations to any local agency in the county that fails  
37 to repay funds pursuant to subdivision (c) of Section 34179.8.

38 (B) The county auditor-controller and the department shall each  
39 have the authority to demand the return of funds improperly spent  
40 or transferred to a private person or other private entity. If funds

1 are not repaid within 60 days, they may be recovered through any  
2 lawful means of collection and are subject to a ten percent penalty  
3 plus interest at the rate charged for late personal income tax  
4 payments from the date the improper payment was made to the  
5 date the money is repaid.

6 (C) If the city, county, or city and county that created the former  
7 redevelopment agency is also performing the duties of the  
8 successor agency, the Department of Finance may order an offset  
9 to the distribution provided to the sales and use tax revenue to that  
10 agency pursuant to subdivision (a) of Section 34179.8. This offset  
11 shall be equal to the amount the successor fails to remit pursuant  
12 to subdivision (f). If the Department of Finance does not order a  
13 sales tax offset, the county auditor-controller may reduce the  
14 property tax allocations of the city, county, or city and county that  
15 created the former redevelopment agency pursuant to subdivision  
16 (c) of Section 34179.8.

17 (D) The department and the county auditor-controller shall  
18 coordinate their actions undertaken pursuant to this paragraph.

19 (2) Alternatively or in addition to the remedies provided in  
20 paragraph (1), the department may direct the county  
21 auditor-controller to deduct the unpaid amount from future  
22 allocations of property tax to the successor agency under Section  
23 34183 until the amount of payment required pursuant to  
24 subdivision (d) is accomplished.

25 (3) If the Department of Finance determines that payment of  
26 the full amount required under subdivision (d) is not currently  
27 feasible or would jeopardize the ability of the successor agency  
28 to pay enforceable obligations in a timely manner, it may agree  
29 to an installment payment plan.

30 (i) (1) If a legal action contesting a withholding effectuated by  
31 the State Board of Equalization pursuant to subparagraphs (B),  
32 (C), or (B) and (C) of paragraph (2) of subdivision (b) of Section  
33 34183.5 is successful and results in a final judicial determination,  
34 the court shall order the state to pay to the prevailing party a  
35 penalty equal to a percentage of the amount of funds found by the  
36 court to be improperly withheld, as provided in Section 34179.8.  
37 This percentage shall be equivalent to the number of months the  
38 funds have been found by the court to be improperly withheld, not  
39 to exceed 10 percent.

1     (2) *If a legal action contesting an offset effectuated by the State*  
 2 *Board of Equalization or the county auditor-controller pursuant*  
 3 *to subdivision (h) is successful and results in a final judicial*  
 4 *determination, the court shall order the state or the county*  
 5 *auditor-controller to pay to the prevailing party a penalty equal*  
 6 *to 10 percent of the amount of funds found by the court to be*  
 7 *improperly offset, as provided in Section 34179.8.*

8     (j) *If a legal challenge to invalidate any provision in subdivision*  
 9 *(h) or subparagraph (B) or (C), or subparagraphs (B) and (C) of*  
 10 *paragraph (2) of subdivision (b) of Section 34183.5 is successful*  
 11 *and results in a final judicial determination, the invalidated*  
 12 *provision shall become inoperative and subdivision (i) shall*  
 13 *become inoperative with respect to the invalidated provision.*

14     SEC. 19. *Section 34179.7 is added to the Health and Safety*  
 15 *Code, to read:*

16     34179.7. *Upon full payment of the amounts determined in*  
 17 *subdivision (d) or (e) of Section 34179.6 as reported by the county*  
 18 *auditor-controller pursuant to subdivision (g) of Section 34179.6*  
 19 *and of any amounts due as determined by Section 34183.5, or upon*  
 20 *a final judicial determination of the amounts due and confirmation*  
 21 *that those amounts have been paid by the county auditor-controller,*  
 22 *the department shall issue, within five business days, a finding of*  
 23 *completion of the requirements of Section 34179.6 to the successor*  
 24 *agency.*

25     SEC. 20. *Section 34179.8 is added to the Health and Safety*  
 26 *Code, to read:*

27     34179.8. (a) *If an offset or withholding of sales and use tax is*  
 28 *ordered by the Department of Finance pursuant to this part, the*  
 29 *State Board of Equalization shall reduce the distribution of sales*  
 30 *and use taxes collected under Chapter 1 (commencing with Section*  
 31 *7200) of Part 1.5 of Division 2 of the Revenue and Taxation Code*  
 32 *to the entity that is the subject of the offset or withholding and*  
 33 *shall direct the Controller to issue a warrant in the amount of any*  
 34 *offset pursuant to subdivision (h) of Section 34179.6 to the county*  
 35 *auditor-controller. The county auditor-controller shall distribute*  
 36 *this amount to the taxing entities for the former redevelopment*  
 37 *area according to Section 34188.*

38     (b) (1) *If a court has issued a final judicial determination or*  
 39 *the department determines that some or all of the amount collected*  
 40 *through the offset of sales and use tax has been paid by another*

1 means and no additional amount is owed, the court or the  
2 department shall notify the State Board of Equalization of that  
3 determination. Upon notification, the State Board of Equalization  
4 shall reverse the relevant amount of sales and use tax offset, add  
5 any penalty payable under subdivision (i) of Section 34179.6, and  
6 adjust the next distribution of sales and use tax to the affected  
7 local entity by reducing the allocation of tax to the General Fund  
8 and increasing the distribution to the local entity by that sum.

9 (2) The board shall inform the Controller of the reversal of the  
10 offset of sales and use tax undertaken pursuant to paragraph (1).  
11 The Controller shall send a demand for payment to the county  
12 auditor-controller for the amount of the offset reversal, excluding  
13 any penalty amount determined by the court pursuant to  
14 subdivision (i) of Section 34179.6 to be applicable to the offset.  
15 The auditor-controller shall reduce allocations to taxing entities  
16 in the next distributions under Section 34188 until the amount of  
17 the reversed offset is recovered and shall pay such recovered  
18 amounts to the State Controller for deposit in the General Fund.

19 (c) (1) If an offset of property tax is ordered by the county  
20 auditor-controller pursuant to this part, the auditor-controller  
21 shall reduce the distribution of property taxes to the entity that is  
22 the subject of the offset and shall distribute the amount to the taxing  
23 entities for the former redevelopment area according to Section  
24 34188.

25 (2) If a court has issued a final judicial determination or the  
26 department determines that some or all of the amount collected  
27 through the offset made pursuant to paragraph (1) has been paid  
28 by another means and no additional amount is owed, the court or  
29 the department shall notify the county auditor-controller of that  
30 determination. Upon notification, the county auditor-controller  
31 shall reverse the relevant amount of property tax revenues offset  
32 in the next distribution of property tax to the affected local entity  
33 by reducing the allocation of tax to the taxing entities of the former  
34 redevelopment area under Section 34188 and increasing the  
35 distribution of property taxes to the local entity that was subject  
36 to the offset.

37 SEC. 21. Section 34180 of the Health and Safety Code is  
38 amended to read:

39 34180. All of the following successor agency actions shall first  
40 be approved by the oversight board:

1 (a) The establishment of new repayment terms for outstanding  
2 loans where the terms have not been specified prior to the date of  
3 this part. *An oversight board shall not have the authority to*  
4 *reestablish loan agreements between the successor agency and*  
5 *the city, county, or city and county that formed the redevelopment*  
6 *agency except as provided in Chapter 9 (commencing with Section*  
7 *34191.1).*

8 ~~(b) Refunding of outstanding bonds or other debt of the former~~  
9 ~~redevelopment agency by successor agencies in order to provide~~  
10 ~~for savings or to finance debt service spikes, provided, however,~~  
11 ~~that no additional debt is created and debt service is not accelerated.~~

12 (b) *The issuance of bonds or other indebtedness or the pledge*  
13 *or agreement for the pledge of property tax revenues (formerly*  
14 *tax increment prior to the effective date of this part) pursuant to*  
15 *subdivision (a) of Section 34177.5.*

16 (c) Setting aside of amounts in reserves as required by  
17 indentures, trust indentures, or similar documents governing the  
18 issuance of outstanding redevelopment agency bonds.

19 (d) Merging of project areas.

20 (e) Continuing the acceptance of federal or state grants, or other  
21 forms of financial assistance from either public or private sources,  
22 ~~where if that~~ assistance is conditioned upon the provision of  
23 matching funds, by the successor entity as successor to the former  
24 redevelopment agency, in an amount greater than 5 percent.

25 (f) (1) If a city, county, or city and county wishes to retain any  
26 properties or other assets for future redevelopment activities,  
27 funded from its own funds and under its own auspices, it must  
28 reach a compensation agreement with the other taxing entities to  
29 provide payments to them in proportion to their shares of the base  
30 property tax, as determined pursuant to Section 34188, for the  
31 value of the property retained.

32 (2) If no other agreement is reached on valuation of the retained  
33 assets, the value will be the fair market value as of the 2011  
34 property tax lien date as determined by ~~the county assessor an~~  
35 *independent appraiser approved by the oversight board.*

36 (g) Establishment of the Recognized Obligation Payment  
37 Schedule.

38 (h) A request by the successor agency to enter into an agreement  
39 with the city, county, or city and county that formed the  
40 redevelopment agency that it is succeeding. *An oversight board*



1 *shall not have the authority to reestablish loan agreements between*  
 2 *the successor agency and the city, county, or city and county that*  
 3 *formed the redevelopment agency except as provided in Chapter*  
 4 *9 (commencing with Section 34191.1). Any actions to reestablish*  
 5 *any other agreements that are in furtherance of enforceable*  
 6 *obligations, with the city, county, or city and county that formed*  
 7 *the redevelopment agency are invalid until they are included in*  
 8 *an approved and valid Recognized Obligation Payment Schedule.*

9 (i) A request by a successor agency or taxing entity to pledge,  
 10 or to enter into an agreement for the pledge of, property tax  
 11 revenues pursuant to subdivision (b) of Section 34178.

12 (j) Any document submitted by a successor agency to an  
 13 oversight board for approval by any provision of this part shall  
 14 also be submitted to the county administrative officer, the county  
 15 auditor-controller, and the Department of Finance at the same time  
 16 that the successor agency submits the document to the oversight  
 17 board.

18 *SEC. 22. Section 34181 of the Health and Safety Code is*  
 19 *amended to read:*

20 34181. The oversight board shall direct the successor agency  
 21 to do all of the following:

22 (a) Dispose of all assets and properties of the former  
 23 redevelopment agency ~~that were funded by tax increment revenues~~  
 24 ~~of the dissolved redevelopment agency~~; provided, however, that  
 25 the oversight board may instead direct the successor agency to  
 26 transfer ownership of those assets that were constructed and used  
 27 for a governmental purpose, such as roads, school buildings, parks,  
 28 *police and fire stations, libraries, and local agency administrative*  
 29 *buildings*, to the appropriate public jurisdiction pursuant to any  
 30 existing agreements relating to the construction or use of such an  
 31 asset. Any compensation to be provided to the successor agency  
 32 for the transfer of the asset shall be governed by the agreements  
 33 relating to the construction or use of that asset. Disposal shall be  
 34 done expeditiously and in a manner aimed at maximizing value.  
 35 *Asset disposition may be accomplished by a distribution of income*  
 36 *to taxing entities proportionate to their property tax share from*  
 37 *one or more properties that may be transferred to a public or*  
 38 *private agency for management pursuant to the direction of the*  
 39 *oversight board.*

1 (b) Cease performance in connection with and terminate all  
2 existing agreements that do not qualify as enforceable obligations.

3 (c) ~~Transfer housing responsibilities and all rights, powers,~~  
4 ~~duties, and obligations along with any amounts on deposit in the~~  
5 ~~Low and Moderate Income Housing Fund to the appropriate entity~~  
6 ~~assets pursuant to Section 34176.~~

7 (d) Terminate any agreement, between the dissolved  
8 redevelopment agency and any public entity located in the same  
9 county, obligating the redevelopment agency to provide funding  
10 for any debt service obligations of the public entity or for the  
11 construction, or operation of facilities owned or operated by such  
12 public entity, in any instance where the oversight board has found  
13 that early termination would be in the best interests of the taxing  
14 entities.

15 (e) Determine whether any contracts, agreements, or other  
16 arrangements between the dissolved redevelopment agency and  
17 any private parties should be terminated or renegotiated to reduce  
18 liabilities and increase net revenues to the taxing entities, and  
19 present proposed termination or amendment agreements to the  
20 oversight board for its approval. The board may approve any  
21 amendments to or early termination of ~~such those~~ agreements  
22 ~~where~~ if it finds that amendments or early termination would be  
23 in the best interests of the taxing entities.

24 (f) *All actions taken pursuant to subdivisions (a) and (c) shall*  
25 *be approved by resolution of the oversight board at a public*  
26 *meeting after at least 10 days' notice to the public of the specific*  
27 *proposed actions. The actions shall be subject to review by the*  
28 *Department of Finance pursuant to Section 34179 except that the*  
29 *department may extend its review period by up to 60 days. If the*  
30 *department does not object to an action subject to this section,*  
31 *and if no action challenging an action is commenced within 60*  
32 *days of the approval of the action by the oversight board, the action*  
33 *of the oversight board shall be considered final and can be relied*  
34 *upon as conclusive by any person. If an action is brought to*  
35 *challenge an action involving title to or an interest in real property,*  
36 *a notice of pendency of action shall be recorded by the claimant*  
37 *as provided in Title 4.5 (commencing with Section 405) of Part 2*  
38 *of the Code of Civil Procedure within a 60-day period.*

39 SEC. 23. Section 34182 of the Health and Safety Code is  
40 amended to read:

1 34182. (a) (1) The county auditor-controller shall conduct or  
 2 cause to be conducted an agreed-upon procedures audit of each  
 3 redevelopment agency in the county that is subject to this part, to  
 4 be completed by ~~July~~ *October 1, 2012*.

5 (2) The purpose of the audits shall be to establish each  
 6 redevelopment agency's assets and liabilities, to document and  
 7 determine each redevelopment agency's passthrough payment  
 8 obligations to other taxing ~~agencies~~ *entities*, and to document and  
 9 determine both the amount and the terms of any indebtedness  
 10 incurred by the redevelopment agency ~~and certify pursuant to the~~  
 11 initial Recognized Obligation Payment Schedule.

12 (3) The county auditor-controller may charge the Redevelopment  
 13 Property Tax Trust Fund for any costs incurred by the county  
 14 auditor-controller pursuant to this part.

15 (b) By ~~July 15~~ *October 5, 2012*, the county auditor-controller  
 16 shall provide the Controller's office *and the Department of Finance*  
 17 a copy of all audits performed pursuant to this section. The county  
 18 auditor-controller shall maintain a copy of all documentation and  
 19 working papers for use by the Controller.

20 (c) (1) The county auditor-controller shall determine the amount  
 21 of property taxes that would have been allocated to each  
 22 redevelopment agency in the county had the redevelopment agency  
 23 not been dissolved pursuant to the operation of the act adding this  
 24 part. These amounts are deemed property tax revenues within the  
 25 meaning of subdivision (a) of Section 1 of Article XIII A of the  
 26 California Constitution and are available for allocation and  
 27 distribution in accordance with the provisions of the act adding  
 28 this part. The county auditor-controller shall calculate the property  
 29 tax revenues using current assessed values on the last equalized  
 30 roll on August 20, pursuant to Section 2052 of the Revenue and  
 31 Taxation Code, and pursuant to statutory formulas or contractual  
 32 agreements with other taxing ~~agencies~~ *entities*, as of the effective  
 33 date of this section, and shall deposit that amount in the  
 34 Redevelopment Property Tax Trust Fund.

35 (2) Each county auditor-controller shall administer the  
 36 Redevelopment Property Tax Trust Fund for the benefit of the  
 37 holders of former redevelopment agency enforceable obligations  
 38 and the taxing entities that receive passthrough payments and  
 39 distributions of property taxes pursuant to this part.

1 (3) In connection with the allocation and distribution by the  
2 county auditor-controller of property tax revenues deposited in the  
3 Redevelopment Property Tax Trust Fund, in compliance with this  
4 part, the county auditor-controller shall prepare estimates of  
5 amounts *of property tax* to be allocated and distributed; *and the*  
6 *amounts of passthrough payments to be made in the upcoming*  
7 *six-month period*, and provide those estimates to both the entities  
8 receiving the distributions and the Department of Finance, no later  
9 than ~~November~~ *October 1* and ~~May~~ *April 1* of each year.

10 (4) Each county auditor-controller shall disburse proceeds of  
11 asset sales or reserve balances, which have been received from the  
12 successor entities pursuant to Sections 34177 and 34187, to the  
13 taxing entities. In making such a distribution, the county  
14 auditor-controller shall utilize the same methodology for allocation  
15 and distribution of property tax revenues provided in Section  
16 34188.

17 (d) By October 1, 2012, the county auditor-controller shall report  
18 the following information to the Controller's office and the Director  
19 of Finance:

20 (1) The sums of property tax revenues remitted to the  
21 Redevelopment Property Tax Trust Fund related to each former  
22 redevelopment agency.

23 (2) The sums of property tax revenues remitted to each agency  
24 under paragraph (1) of subdivision (a) of Section 34183.

25 (3) The sums of property tax revenues remitted to each successor  
26 agency pursuant to paragraph (2) of subdivision (a) of Section  
27 34183.

28 (4) The sums of property tax revenues paid to each successor  
29 agency pursuant to paragraph (3) of subdivision (a) of Section  
30 34183.

31 (5) The sums paid to each city, county, and special district, and  
32 the total amount allocated for schools pursuant to paragraph (4)  
33 of subdivision (a) of Section 34183.

34 (6) Any amounts deducted from other distributions pursuant to  
35 subdivision (b) of Section 34183.

36 (e) A county auditor-controller may charge the Redevelopment  
37 Property Tax Trust Fund for the costs of administering the  
38 provisions of this part.

39 (f) The Controller may audit and review any county  
40 auditor-controller action taken pursuant to the act adding this part.

1 As such, all county auditor-controller actions shall not be effective  
 2 for three business days, pending a request for review by the  
 3 Controller. In the event that the Controller requests a review of a  
 4 given county auditor-controller action, he or she shall have 10 days  
 5 from the date of his or her request to approve the county  
 6 auditor-controller's action or return it to the county  
 7 auditor-controller for reconsideration and—~~such~~ *the* county  
 8 ~~auditor-controller~~ *auditor-controller's* action shall not be effective  
 9 until approved by the Controller. In the event that the Controller  
 10 returns the county auditor-controller's action to the county  
 11 auditor-controller for reconsideration, the county auditor-controller  
 12 must resubmit the modified action for Controller approval and  
 13 ~~such~~ *the* modified county ~~auditor-controller~~ *auditor-controller's*  
 14 action shall not become effective until approved by the Controller.

15 *SEC. 24. Section 34182.5 is added to the Health and Safety*  
 16 *Code, to read:*

17 *34182.5. A county auditor-controller may review the*  
 18 *Recognized Obligation Payment Schedules and object to the*  
 19 *inclusion of any items that are not demonstrated to be enforceable*  
 20 *obligations and may object to the funding source proposed for any*  
 21 *items. This review may take place prior to the submission of the*  
 22 *Recognized Obligation Payment Schedule to the oversight board*  
 23 *or subsequent to oversight board action. The county*  
 24 *auditor-controller shall promptly transmit notice of any of those*  
 25 *objections to the successor agency, the oversight board, and the*  
 26 *Department of Finance. Notice shall be given at least 60 days*  
 27 *prior to an allocation date specified in Section 34183, except that*  
 28 *for the January 1, 2013 to June 30, 2013 Recognized Obligation*  
 29 *Payment Schedule, notice shall be given no later than October 1,*  
 30 *2012. If an oversight board disputes the finding of the county*  
 31 *auditor-controller, it may refer the matter to the Department of*  
 32 *Finance for a determination of what will be approved for inclusion*  
 33 *in the Recognized Obligation Payment Schedule.*

34 *SEC. 25. Section 34183 of the Health and Safety Code is*  
 35 *amended to read:*

36 *34183. (a) Notwithstanding any other law, from February 1,*  
 37 *2012, to July 1, 2012, and for each fiscal year thereafter, the county*  
 38 *auditor-controller shall, after deducting administrative costs*  
 39 *allowed under Section 34182 and Section 95.3 of the Revenue and*

1 Taxation Code, allocate moneys in each Redevelopment Property  
2 Tax Trust Fund as follows:

3 (1) Subject to any prior deductions required by subdivision (b),  
4 first, the county auditor-controller shall remit from the  
5 Redevelopment Property Tax Trust Fund to each local agency and  
6 school entity an amount of property tax revenues in an amount  
7 equal to that which would have been received under Section 33401,  
8 33492.140, 33607, 33607.5, 33607.7, or 33676, as those sections  
9 read on January 1, 2011, or pursuant to any passthrough agreement  
10 between a redevelopment agency and a taxing-jurisdiction entity  
11 that was entered into prior to January 1, 1994, that would be in  
12 force during that fiscal year, had the redevelopment agency existed  
13 at that time. The amount of the payments made pursuant to this  
14 paragraph shall be calculated solely on the basis of passthrough  
15 payment obligations, existing prior to the effective date of this part  
16 and continuing as obligations of successor entities, shall occur no  
17 later than May 16, 2012, and no later than June 1, 2012, and each  
18 January 16 2 and June 1 thereafter. Notwithstanding subdivision  
19 (e) of Section 33670, that portion of the taxes in excess of the  
20 amount identified in subdivision (a) of Section 33670, which are  
21 attributable to a tax rate levied by a taxing-agency entity for the  
22 purpose of producing revenues in an amount sufficient to make  
23 annual repayments of the principal of, and the interest on, any  
24 bonded indebtedness for the acquisition or improvement of real  
25 property shall be allocated to, and when collected shall be paid  
26 into, the fund of that taxing-agency entity. *The amount of*  
27 *passthrough payments computed pursuant to this section, including*  
28 *any passthrough agreements, shall be computed as though the*  
29 *requirement to set aside funds for the Low and Moderate Income*  
30 *Housing Fund was still in effect.*

31 (2) Second, on ~~May 16, 2012,~~ and June 1, 2012, and each  
32 January 16 2 and June 1 thereafter, to each successor agency for  
33 payments listed in its Recognized Obligation Payment Schedule  
34 for the six-month fiscal period beginning January 1, 2012, ~~or~~ and  
35 July 1, 2012, and each January 16 2 and June 1 thereafter, in the  
36 following order of priority:

37 (A) Debt service payments scheduled to be made for tax  
38 allocation bonds.

39 (B) Payments scheduled to be made on revenue bonds, but only  
40 to the extent the revenues pledged for them are insufficient to make

1 the payments and only ~~where~~ *if* the agency's tax increment  
2 revenues were also pledged for the repayment of the bonds.

3 (C) Payments scheduled for other debts and obligations listed  
4 in the Recognized Obligation Payment Schedule that are required  
5 to be paid from former tax increment revenue.

6 (3) Third, ~~on May 16, 2012,~~ and June 1, 2012, and each January  
7 ~~16~~ 2 and June 1 thereafter, to each successor agency for the  
8 administrative cost allowance, as defined in Section 34171, for  
9 administrative costs set forth in an approved administrative budget  
10 for those payments required to be paid from former tax increment  
11 revenues.

12 (4) Fourth, ~~on May 16, 2012,~~ and June 1, 2012, and each January  
13 ~~16~~ 2 and June 1 thereafter, any moneys remaining in the  
14 Redevelopment Property Tax Trust Fund after the payments and  
15 transfers authorized by paragraphs (1) to (3), inclusive, shall be  
16 distributed to local agencies and school entities in accordance with  
17 Section 34188.

18 (b) If the successor agency reports, no later than April 1, 2012,  
19 and May 1, 2012, and each December 1 and May 1 thereafter, to  
20 the county auditor-controller that the total amount available to the  
21 successor agency from the Redevelopment Property Tax Trust  
22 Fund allocation to that successor agency's Redevelopment  
23 Obligation Retirement Fund, from other funds transferred from  
24 each redevelopment agency, and from funds that have or will  
25 become available through asset sales and all redevelopment  
26 operations, are insufficient to fund the payments required by  
27 paragraphs (1) to (3), inclusive, of subdivision (a) in the next  
28 six-month fiscal period, the county auditor-controller shall notify  
29 the Controller and the Department of Finance no later than 10 days  
30 from the date of that notification. The county auditor-controller  
31 shall verify whether the successor agency will have sufficient funds  
32 from which to service debts according to the Recognized  
33 Obligation Payment Schedule and shall report the findings to the  
34 Controller. If the Controller concurs that there are insufficient  
35 funds to pay required debt service, the amount of the deficiency  
36 shall be deducted first from the amount remaining to be distributed  
37 to taxing entities pursuant to paragraph (4), and if that amount is  
38 exhausted, from amounts available for distribution for  
39 administrative costs in paragraph (3). If an agency, pursuant to the  
40 provisions of Section 33492.15, 33492.72, 33607.5, 33671.5,



1 33681.15, or 33688; or as expressly provided in a passthrough  
2 agreement entered into pursuant to Section 33401, made  
3 passthrough payment obligations subordinate to debt service  
4 payments required for enforceable obligations, funds for servicing  
5 bond debt may be deducted from the amounts for passthrough  
6 payments under paragraph (1), as provided in those sections, but  
7 only to the extent that the amounts remaining to be distributed to  
8 taxing entities pursuant to paragraph (4) and the amounts available  
9 for distribution for administrative costs in paragraph (3) have all  
10 been exhausted.

11 (c) The county treasurer may loan any funds from the county  
12 treasury to the Redevelopment Property Tax Trust Fund of the  
13 successor agency for the purpose of paying an item approved on  
14 the Recognized Obligation Payment Schedule at the request of the  
15 Department of Finance that are necessary to ensure prompt  
16 payments of redevelopment agency debts. An enforceable  
17 obligation is created for repayment of those loans.

18 (d) The Controller may recover the costs of audit and oversight  
19 required under this part from the Redevelopment Property Tax  
20 Trust Fund by presenting an invoice therefor to the county  
21 auditor-controller who shall set aside sufficient funds for and  
22 disburse the claimed amounts prior to making the next distributions  
23 to the taxing-jurisdictions entities pursuant to Section 34188.  
24 Subject to the approval of the Director of Finance, the budget of  
25 the Controller may be augmented to reflect the reimbursement,  
26 pursuant to Section 28.00 of the Budget Act.

27 (e) Within 10 days of each distribution of property tax, the  
28 county auditor-controller shall provide a report to the department  
29 regarding the distribution for each successor agency that includes  
30 information on the total available for allocation, the passthrough  
31 amounts and how they were calculated, the amounts distributed  
32 to successor agencies, and the amounts distributed to taxing entities  
33 in a manner and form specified by the department. This reporting  
34 requirement shall also apply to distributions required under  
35 subdivision (b) of Section 34183.5.

36 SEC. 26. Section 34183.5 is added to the Health and Safety  
37 Code, to read:

38 34183.5. (a) The Legislature hereby finds and declares that  
39 due to the delayed implementation of this part due to the California  
40 Supreme Court's ruling in the case California Redevelopment

1 *Association v. Matosantos et al. (2011) 53 Cal.4th 231, some*  
2 *disruption to the intended application of this part and other law*  
3 *with respect to passthrough payments may have occurred.*

4 (1) *If a redevelopment agency or successor agency did not pay*  
5 *any portion of an amount owed for the 2011–12 fiscal year to an*  
6 *affected taxing entity pursuant to Section 33401, 33492.140, 33607,*  
7 *33607.5, 33607.7, or 33676, or pursuant to any passthrough*  
8 *agreement entered into before January 1, 1994, between a*  
9 *redevelopment agency and an affected taxing entity, and to the*  
10 *extent the county auditor-controller did not remit the amounts*  
11 *owed for passthrough payments during the 2011–12 fiscal year,*  
12 *the county auditor-controller shall make the required payments*  
13 *to the taxing entities owed passthrough payments and shall reduce*  
14 *the amounts to which the successor agency would otherwise be*  
15 *entitled pursuant to paragraph (2) of subdivision (a) of Section*  
16 *34183 at the next allocation of property tax under this part, subject*  
17 *to the provisions of subdivision (b) of Section 34183. If the amount*  
18 *of available property tax allocation to the successor agency is not*  
19 *sufficient to make the required payment, the county*  
20 *auditor-controller shall continue to reduce allocations to the*  
21 *successor agency under paragraph (2) of subdivision (a) of Section*  
22 *34183 until the time that the owed amount is fully paid. Alternately,*  
23 *the county auditor-controller may accept payment from the*  
24 *successor agency’s reserve funds for payments of passthrough*  
25 *payments owed as defined in this subdivision.*

26 (2) *If a redevelopment agency did not pay any portion of the*  
27 *amount owed for the 2011–12 fiscal year to an affected taxing*  
28 *entity pursuant to Section 33401, 33492.140, 33607, 33607.5,*  
29 *33607.7, or 33676, or pursuant to any passthrough agreement*  
30 *entered into before January 1, 1994, between a redevelopment*  
31 *agency and an affected taxing entity, but the county*  
32 *auditor-controller did pay the difference that was owing, the*  
33 *auditor controller shall deduct from the next allocation of property*  
34 *tax to the successor agency under paragraph (2) of subdivision*  
35 *(a) of Section 34183, the amount of the payment made on behalf*  
36 *of the successor agency by the county auditor-controller, not to*  
37 *exceed one-half the amount of passthrough payments owed for the*  
38 *2011–12 fiscal year. If the amount of available property tax*  
39 *allocation to the successor agency is not sufficient to make the*  
40 *required deduction, the county auditor-controller shall continue*

1 to reduce allocations to the successor agency under paragraph  
2 (2) of subdivision (a) of Section 34183 until the time that the  
3 amount is fully deducted. Alternatively, the auditor-controller may  
4 accept payment from the successor agency's reserve funds for  
5 deductions of passthrough payments owed as defined in this  
6 subdivision. Amounts reduced from successor agency payments  
7 under this paragraph are available for the purposes of paragraphs  
8 (2) to (4), inclusive, of subdivision (a) of Section 34183 for the  
9 six-month period for which the property tax revenues are being  
10 allocated.

11 (b) In recognition of the fact that county auditor-controllers  
12 were unable to make the payments required by paragraph (4) of  
13 subdivision (a) of Section 34183 for the period January 1, 2012,  
14 through June 30, 2012, on January 16, 2012, due to the California  
15 Supreme Court's ruling in the case of California Redevelopment  
16 Association v. Matosantos (2011) 53 Cal.4th 231, in addition to  
17 taking the actions specified in Section 34183 with respect to the  
18 June 1 property tax allocations, county auditor-controllers should  
19 have made allocations as provided in paragraph (1).

20 (1) From the allocations made on June 1, 2012, for the  
21 Recognized Obligation Payment Schedule covering the period July  
22 1, 2012, through December 31, 2012, deduct from the amount that  
23 otherwise would be deposited in the Redevelopment Property Tax  
24 Trust Fund on behalf of the successor agency an amount equivalent  
25 to the amount that each affected taxing entity was entitled to  
26 pursuant to paragraph (4) of subdivision (a) of Section 34183 for  
27 the period January 1, 2012, through June 30, 2012. The amount  
28 to be retained by taxing entities pursuant to paragraph (4) of  
29 subdivision (a) of Section 34183 for the January 1, 2012, through  
30 June 30, 2012, period is determined based on the Recognized  
31 Obligation Payment Schedule approved by the Department of  
32 Finance pursuant to subdivision (h) of Section 34179 and any  
33 amount determined to be owed pursuant to subdivision (b). Any  
34 amounts so computed shall not be offset by any shortages in  
35 funding for recognized obligations for the period covering July 1,  
36 2012, through December 31, 2012.

37 (2) (A) If an affected taxing entity has not received the full  
38 amount to which it was entitled pursuant to paragraph (4) of  
39 subdivision (a) of Section 34183 of the property tax distributed  
40 for the period January 1, 2012, through June 30, 2012, and

1 paragraph (1), no later than July 9, 2012, the county  
2 auditor-controller shall determine the amount, if any, that is owed  
3 by each successor agency to taxing entities and send a demand  
4 for payment from the funds of the successor agency for the amount  
5 owed to taxing entities if it has distributed the June 1, 2012,  
6 allocation to the successor agencies. No later than July 12, 2012,  
7 successor agencies shall make payment of the amounts demanded  
8 to the county auditor-controller for deposit into the Redevelopment  
9 Property Tax Trust Fund and subsequent distribution to taxing  
10 entities. No later than July 16, 2012, the county auditor-controller  
11 shall make allocations of all money received by that date from  
12 successor agencies in amounts owed to taxing entities under this  
13 paragraph to taxing entities in accordance with Section 34183.  
14 The county auditor-controller shall make allocations of any money  
15 received after that date under this paragraph within five business  
16 days of receipt. These duties are not discretionary and shall be  
17 carried out with due diligence.

18 (B) If a county auditor-controller fails to determine the amounts  
19 owed to taxing entities and present a demand for payment by July  
20 9, 2012, to the successor agencies, the Department of Finance or  
21 any affected taxing entity may request a writ of mandate to require  
22 the county auditor-controller to immediately perform this duty.  
23 Such actions may be filed only in the County of Sacramento and  
24 shall have priority over other civil matters. Any county in which  
25 the county auditor-controller fails to perform the duties under this  
26 paragraph shall be subject to a civil penalty of 10 percent of the  
27 amount owed to taxing entities plus 1.5 percent of the amount owed  
28 to taxing entities for each month that the duties are not performed.  
29 The civil penalties shall be payable to the taxing entities under  
30 Section 34183. Additionally, any county in which the county  
31 auditor-controller fails to make the required determinations and  
32 demands for payment under this paragraph by July 9, 2012, or  
33 fails to distribute the full amount of funds received from successor  
34 agencies as required by this paragraph shall not receive the  
35 distribution of sales and use tax scheduled for July 18, 2012, or  
36 any subsequent payment, up to the amount owed to taxing entities,  
37 until the county auditor-controller performs the duties required  
38 by this paragraph.

39 (C) If a successor agency fails to make the payment demanded  
40 under subparagraph (A) by July 12, 2012, the Department of

1 Finance or any affected taxing entity may file for a writ of mandate  
2 to require the successor agency to immediately make this payment.  
3 Such actions may be filed only in the County of Sacramento and  
4 shall have priority over other civil matters. Any successor agency  
5 that fails to make payment by July 12, 2012, under this paragraph  
6 shall be subject to a civil penalty of 10 percent of the amount owed  
7 to taxing entities plus one and one-half percent of the amount owed  
8 to taxing entities for each month that the payments are not made.  
9 Additionally, the city or county or city and county that created the  
10 redevelopment agency shall also be subject to a civil penalty of  
11 10 percent of the amount owed to taxing entities plus 1.5 percent  
12 of the amount owed to taxing entities for each month the payment  
13 is late. The civil penalties shall be payable to the taxing entities  
14 under Section 34183. If the Department of Finance finds that the  
15 imposition of penalties will jeopardize the payment of enforceable  
16 obligations it may request the court to waive some or all of the  
17 penalties. A successor agency that does not pay the amount  
18 required under this subparagraph by July 12, 2012, shall not pay  
19 any obligations other than bond debt service until full payment is  
20 made to the county auditor-controller. Additionally, any city,  
21 county or city and county that created the redevelopment agency  
22 that fails to make the required payment under this paragraph by  
23 July 12, 2012, shall not receive the distribution of sales and use  
24 tax scheduled for July 18, 2012, or any subsequent payment, up  
25 to the amount owed to taxing entities, until the payment required  
26 by this paragraph is made.

27 (D) The Legislature hereby finds and declares that time is of  
28 the essence. Funds that should have been received and were  
29 expected and spent in anticipation of receipt by community  
30 colleges, schools, counties, cities, and special districts have not  
31 been received resulting in significant fiscal impact to the state and  
32 taxing entities. Continued delay and uncertainty whether funds  
33 will be received warrants the availability of extraordinary relief  
34 as authorized herein.

35 (3) If an affected taxing entity has not received the full amount  
36 to which it was entitled pursuant to paragraph (4) of subdivision  
37 (a) of Section 34183 for the period January 1, 2012, through June  
38 30, 2012, and paragraph (1), the county auditor-controller shall  
39 reapply the provisions of paragraph (1) to each subsequent  
40 property tax allocation until such time as the affected taxing entity

1 *has received the full amount to which it was entitled pursuant to*  
2 *paragraph (4) of subdivision (a) of Section 34183 for the period*  
3 *January 1, 2012, through June 30, 2012.*

4 *SEC. 27. Section 34185 of the Health and Safety Code is*  
5 *amended to read:*

6 *34185. Commencing on ~~May 16, 2012~~ June 1, 2012, and on*  
7 *each January ~~16~~ 2 and June 1 thereafter, the county*  
8 *auditor-controller shall transfer, from the Redevelopment Property*  
9 *Tax Trust Fund of each successor agency into the Redevelopment*  
10 *Obligation Retirement Fund of that agency, an amount of property*  
11 *tax revenues equal to that specified in the Recognized Obligation*  
12 *Payment Schedule for that successor agency as payable from the*  
13 *Redevelopment Property Tax Trust Fund subject to the limitations*  
14 *of ~~Sections 34173 and~~ subdivision (l) of Section 34177 and Section*  
15 *34183.*

16 *SEC. 28. Section 34186 of the Health and Safety Code is*  
17 *amended to read:*

18 *34186. (a) Differences between actual payments and past*  
19 *estimated obligations on recognized obligation payment schedules*  
20 *~~must~~ shall be reported in subsequent recognized obligation payment*  
21 *schedules and shall adjust the amount to be transferred to the*  
22 *Redevelopment Obligation Retirement Fund pursuant to this part.*  
23 *These estimates and accounts shall be subject to audit by county*  
24 *auditor-controllers and the Controller.*

25 *(b) Differences between actual passthrough obligations and*  
26 *property tax amounts and the amounts used by the county*  
27 *auditor-controller in determining the amounts to be allocated*  
28 *under Sections 34183 and 34188 for a prior six-month period shall*  
29 *be applied as adjustments to the property tax and passthrough*  
30 *amounts in subsequent periods as they become known. County*  
31 *auditor-controllers shall not delay payments under this part to*  
32 *successor agencies or taxing entities based on pending*  
33 *transactions, disputes, or for any other reason, other than a court*  
34 *order, and shall use the Recognized Obligation Payment Schedule*  
35 *approved by the Department of Finance and the most current data*  
36 *for passthroughs and property tax available prior to the statutory*  
37 *distribution dates to make the allocations required on the dates*  
38 *required.*

39 *SEC. 29. Section 34187 of the Health and Safety Code is*  
40 *amended to read:*

1 34187. (a) (1) Commencing May 1, 2012, whenever a  
2 recognized obligation that had been identified in the Recognized  
3 Payment Obligation Schedule is paid off or retired, either through  
4 early payment or payment at maturity, the county auditor-controller  
5 shall distribute to the taxing entities, in accordance with the  
6 provisions of the Revenue and Taxation Code, all property tax  
7 revenues that were associated with the payment of the recognized  
8 obligation.

9 (2) *Notwithstanding paragraph (1), the Department of Finance*  
10 *may authorize a successor agency to retain property tax that*  
11 *otherwise would be distributed to affected taxing entities pursuant*  
12 *to this subdivision, to the extent the department determines the*  
13 *successor agency requires those funds for the payment of*  
14 *enforceable obligations. Upon making a determination, the*  
15 *department shall provide the county auditor-controller with*  
16 *information detailing the amounts that it has authorized the*  
17 *successor agency to retain. Upon determining the successor agency*  
18 *no longer requires additional funds pursuant to this subdivision,*  
19 *the department shall notify the successor agency and the county*  
20 *auditor-controller. The county auditor-controller shall then*  
21 *distribute the funds in question to the affected taxing entities in*  
22 *accordance with the provisions of the Revenue and Taxation Code.*

23 (b) *When all of the debt of a redevelopment agency has been*  
24 *retired or paid off, the successor agency shall dispose of all*  
25 *remaining assets and terminate its existence within one year of*  
26 *the final debt payment. When the successor agency is terminated,*  
27 *all passthrough payment obligations shall cease and no property*  
28 *tax shall be allocated to the Redevelopment Property Tax Trust*  
29 *Fund for that agency.*

30 SEC. 30. *Section 34188 of the Health and Safety Code is*  
31 *amended to read:*

32 34188. For all distributions of property tax revenues and other  
33 moneys pursuant to this part, the distribution to each taxing entity  
34 shall be in an amount proportionate to its share of property tax  
35 revenues in the tax rate area in that fiscal year, as follows:

36 (a) (1) For distributions from the Redevelopment Property Tax  
37 Trust Fund, the share of each taxing entity shall be applied to the  
38 amount of property tax available in the Redevelopment Property  
39 Tax Trust Fund after deducting the amount of any distributions  
40 under paragraphs (2) and (3) of subdivision (a) of Section 34183.



1 (2) For each taxing entity that receives passthrough payments,  
2 that agency shall receive the amount of any passthrough payments  
3 identified under paragraph (1) of subdivision (a) of Section 34183,  
4 in an amount not to exceed the amount that it would receive  
5 pursuant to this section in the absence of the passthrough  
6 agreement. However, to the extent that the passthrough payments  
7 received by the taxing entity are less than the amount that the  
8 taxing entity would receive pursuant to this section in the absence  
9 of a passthrough agreement, the taxing entity shall receive an  
10 additional payment that is equivalent to the difference between  
11 those amounts.

12 (b) Property tax shares of local agencies shall be determined  
13 based on property tax allocation laws in effect on the date of  
14 distribution, without the revenue exchange amounts allocated  
15 pursuant to Section 97.68 of the Revenue and Taxation Code, and  
16 without the property taxes allocated pursuant to Section 97.70 of  
17 the Revenue and Taxation Code.

18 (c) The total school share, including passthroughs, shall be the  
19 share of the property taxes that would have been received by school  
20 entities, as defined in subdivision (f) of Section 95 of the Revenue  
21 and Taxation Code, in the jurisdictional territory of the former  
22 redevelopment agency, including, but not limited to, the amounts  
23 specified in Sections 97.68 and 97.70 of the Revenue and Taxation  
24 Code.

25 (d) *This section shall not be construed to increase any*  
26 *allocations of excess, additional, or remaining funds that would*  
27 *otherwise have been allocated to cities, counties, cities and*  
28 *counties, or special districts pursuant to clause (i) of subparagraph*  
29 *(B) of paragraph (4) of subdivision (d) of Section 97.2, clause (i)*  
30 *of subparagraph (B) of paragraph (4) of subdivision (d) of Section*  
31 *97.3, or Article 4 (commencing with Section 98) of Chapter 6 of*  
32 *Part 0.5 of Division 1, of the Revenue and Taxation Code, had this*  
33 *section not been enacted.*

34 *SEC. 31. Section 34189 of the Health and Safety Code is*  
35 *amended to read:*

36 34189. (a) Commencing on the effective date of this part, all  
37 provisions of the Community Redevelopment Law that depend on  
38 the allocation of tax increment to redevelopment agencies,  
39 including, but not limited to, Sections 33445, 33640, 33641, 33645,  
40 and subdivision (b) of Section 33670, shall be inoperative, except

1 as those sections apply to a redevelopment agency operating  
2 pursuant to Part 1.9 (commencing with Section 34192).

3 ~~(b) The California Law Revision Commission shall draft a~~  
4 ~~Community Redevelopment Law cleanup bill for consideration~~  
5 ~~by the Legislature no later than January 1, 2013.~~

6 ~~(c)~~

7 (b) To the extent that a provision of Part 1 (commencing with  
8 Section 33000), Part 1.5 (commencing with Section 34000), Part  
9 1.6 (commencing with Section 34050), and Part 1.7 (commencing  
10 with Section 34100) conflicts with this part, the provisions of this  
11 part shall control. Further, if a provision of Part 1 (commencing  
12 with Section 33000), Part 1.5 (commencing with Section 34000),  
13 Part 1.6 (commencing with Section 34050), or Part 1.7  
14 (commencing with Section 34100) provides an authority that the  
15 act adding this part is restricting or eliminating, the restriction and  
16 elimination provisions of the act adding this part shall control.

17 ~~(d)~~

18 (c) It is intended that the provisions of this part shall be read in  
19 a manner as to avoid duplication of payments.

20 *SEC. 32. Section 34189.1 is added to the Health and Safety*  
21 *Code, to read:*

22 *34189.1. No party, public or private, may pursue, nor does a*  
23 *court have jurisdiction over, a validation action with respect to*  
24 *any action of a redevelopment agency or a successor agency to a*  
25 *redevelopment agency that took place on or after January 1, 2011,*  
26 *unless the Department of Finance and the Controller, representing*  
27 *interests of the State of California and each of the taxing entities*  
28 *who could be affected financially by the action, has been properly*  
29 *noticed. All actions shall be filed in the County of Sacramento.*

30 *SEC. 33. Section 34189.2 is added to the Health and Safety*  
31 *Code, to read:*

32 *34189.2. A successor agency or any party to an enforceable*  
33 *obligation as defined under this part shall properly notice the state*  
34 *with respect to a validation action involving any enforceable*  
35 *obligation or matter of title to an asset that belonged to a*  
36 *redevelopment agency. For such an action to be properly filed,*  
37 *both the Controller and the Director of Finance shall be noticed*  
38 *and actions shall be filed in the County of Sacramento.*

39 *SEC. 34. Section 34189.3 is added to the Health and Safety*  
40 *Code, to read:*

1 34189.3. *An action contesting any act taken or determinations*  
2 *or decisions made pursuant to this part or Part 1.8 (commencing*  
3 *with Section 34161) may be brought in superior court and shall*  
4 *be filed in the County of Sacramento.*

5 SEC. 35. *Chapter 9 (commencing with Section 34191.1) is*  
6 *added to Part 1.85 of Division 24 of the Health and Safety Code,*  
7 *to read:*

8

9

*CHAPTER 9. POSTCOMPLIANCE PROVISIONS*

10

11 34191.1. *The provisions of this chapter shall apply to a*  
12 *successor agency upon that agency's receipt of a finding of*  
13 *completion by the Department of Finance pursuant to Section*  
14 *34179.7.*

15 34191.3. *Notwithstanding Section 34191.1, the requirements*  
16 *specified in subdivision (e) of Section 34177 and subdivision (a)*  
17 *of Section 34181 shall be suspended, except as those provisions*  
18 *apply to the transfers for governmental use, until the Department*  
19 *of Finance has approved a long-range property management plan*  
20 *pursuant to subdivision (b) of Section 34191.5, at which point the*  
21 *plan shall govern, and supersede all other provisions relating to,*  
22 *the disposition and use of the real property assets of the former*  
23 *redevelopment agency. If the department has not approved a plan*  
24 *by January 1, 2015, subdivision (e) of Section 34177 and*  
25 *subdivision (a) of Section 34181 shall be operative with respect*  
26 *to that successor agency.*

27 34191.4. *The following provisions shall apply to any successor*  
28 *agency that has been issued a finding of completion by the*  
29 *Department of Finance:*

30 (a) *All real property and interests in real property identified in*  
31 *subparagraph (C) of paragraph (5) of subdivision (c) of Section*  
32 *34179.5 shall be transferred to the Community Redevelopment*  
33 *Property Trust Fund of the successor agency upon approval by*  
34 *the Department of Finance of the long-range property management*  
35 *plan submitted by the successor agency pursuant to subdivision*  
36 *(b) of Section 34191.7 unless that property is subject to the*  
37 *requirements of any existing enforceable obligation.*

38 (b) (1) *Notwithstanding subdivision (d) of Section 34171, upon*  
39 *application by the successor agency and approval by the oversight*  
40 *board, loan agreements entered into between the redevelopment*

1 agency and the city, county, or city and county that created by the  
2 redevelopment agency shall be deemed to be enforceable  
3 obligations provided that the oversight board makes a finding that  
4 the loan was for legitimate redevelopment purposes.

5 (2) If the oversight board finds that the loan is an enforceable  
6 obligation, the accumulated interest on the remaining principal  
7 amount of the loan shall be recalculated from origination at the  
8 interest rate earned by funds deposited into the Local Agency  
9 Investment Fund. The loan shall be repaid to the city, county, or  
10 city and county in accordance with a defined schedule over a  
11 reasonable term of years at an interest rate not to exceed the  
12 interest rate earned by funds deposited into the Local Agency  
13 Investment Fund. The annual loan repayments provided for in the  
14 recognized obligations payment schedules shall be subject to all  
15 of the following limitations:

16 (A) Loan repayments shall not be made prior to the 2013–14  
17 fiscal year. Beginning in the 2013–14 fiscal year, the maximum  
18 repayment amount authorized each fiscal year for repayments  
19 made pursuant to this subdivision and paragraph (7) of subdivision  
20 (e) of Section 34176 combined shall be equal to one-half of the  
21 increase between the amount distributed to the taxing entities  
22 pursuant to paragraph (4) of subdivision (a) of Section 34183 in  
23 that fiscal year and the amount distributed to taxing entities  
24 pursuant to that paragraph in the 2012–13 base year. Loan or  
25 deferral repayments made pursuant to this subdivision shall be  
26 second in priority to amounts to be repaid pursuant to paragraph  
27 (7) of subdivision (e) of Section 34176.

28 (B) Repayments received by the city, county or city and county  
29 that formed the redevelopment agency shall first be used to retire  
30 any outstanding amounts borrowed and owed to the Low and  
31 Moderate Income Housing Fund of the former redevelopment  
32 agency for purposes of the Supplemental Educational Revenue  
33 Augmentation Fund and shall be distributed to the Low and  
34 Moderate Income Housing Asset Fund established by subdivision  
35 (d) of Section 34176.

36 (C) Twenty percent of any loan repayment shall be deducted  
37 from the loan repayment amount and shall be transferred to the  
38 Low and Moderate Income Housing Asset Fund, after all  
39 outstanding loans from the Low and Moderate Income Housing

1 *Fund for purposes of the Supplemental Educational Revenue*  
2 *Augmentation Fund have been paid.*

3 *(c) (1) Bond proceeds derived from bonds issued on or before*  
4 *December 31, 2010, shall be used for the purposes for which the*  
5 *bonds were sold.*

6 *(2) (A) Notwithstanding Section 34177.3 or any other*  
7 *conflicting provision of law, bond proceeds in excess of the*  
8 *amounts needed to satisfy approved enforceable obligations shall*  
9 *thereafter be expended in a manner consistent with the original*  
10 *bond covenants. Enforceable obligations may be satisfied by the*  
11 *creation of reserves for projects that are the subject of the*  
12 *enforceable obligation and that are consistent with the contractual*  
13 *obligations for those projects, or by expending funds to complete*  
14 *the projects. An expenditure made pursuant to this paragraph shall*  
15 *constitute the creation of excess bond proceeds obligations to be*  
16 *paid from the excess proceeds. Excess bond proceeds obligations*  
17 *shall be listed separately on the Recognized Obligation Payment*  
18 *Schedule submitted by the successor agency.*

19 *(B) If remaining bond proceeds cannot be spent in a manner*  
20 *consistent with the bond covenants pursuant to subparagraph (A),*  
21 *the proceeds shall be used to defease the bonds or to purchase*  
22 *those same outstanding bonds on the open market for cancellation.*

23 *34191.5. (a) There is hereby established a Community*  
24 *Redevelopment Property Trust Fund, administered by the successor*  
25 *agency, to serve as the repository of the former redevelopment*  
26 *agency's real properties identified in subparagraph (C) of*  
27 *paragraph (5) of subdivision (c) of Section 34179.5.*

28 *(b) The successor agency shall prepare a long-range property*  
29 *management plan that addresses the disposition and use of the*  
30 *real properties of the former redevelopment agency. The report*  
31 *shall be submitted to the oversight board and the Department of*  
32 *Finance for approval no later than six months following the*  
33 *issuance to the successor agency of the finding of completion.*

34 *(c) The long-range property management plan shall do all of*  
35 *the following:*

36 *(1) Include an inventory of all properties in the trust. The*  
37 *inventory shall consist of all of the following information:*

38 *(A) The date of the acquisition of the property and the value of*  
39 *the property at that time, and an estimate of the current value of*  
40 *the property.*

- 1     (B) *The purpose for which the property was acquired.*
- 2     (C) *Parcel data, including address, lot size, and current zoning*
- 3 *in the former agency redevelopment plan or specific, community,*
- 4 *or general plan.*
- 5     (D) *An estimate of the current value of the parcel including, if*
- 6 *available, any appraisal information.*
- 7     (E) *An estimate of any lease, rental, or any other revenues*
- 8 *generated by the property, and a description of the contractual*
- 9 *requirements for the disposition of those funds.*
- 10    (F) *The history of environmental contamination, including*
- 11 *designation as a brownfield site, any related environmental studies,*
- 12 *and history of any remediation efforts.*
- 13    (G) *A description of the property's potential for transit-oriented*
- 14 *development and the advancement of the planning objectives of*
- 15 *the successor agency.*
- 16    (H) *A brief history of previous development proposals and*
- 17 *activity, including the rental or lease of property.*
- 18    (2) *Address the use or disposition of all of the properties in the*
- 19 *trust. Permissible uses include the retention of the property for*
- 20 *governmental use pursuant to subdivision (a) of Section 34181,*
- 21 *the retention of the property for future development, the sale of*
- 22 *the property, or the use of the property to fulfill an enforceable*
- 23 *obligation. The plan shall separately identify and list properties*
- 24 *in the trust dedicated to governmental use purposes and properties*
- 25 *retained for purposes of fulfilling an enforceable obligation. With*
- 26 *respect to the use or disposition of all other properties, all of the*
- 27 *following shall apply:*
- 28     (A) *If the plan directs the use or liquidation of the property for*
- 29 *a project identified in an approved redevelopment plan, the*
- 30 *property shall transfer to the city, county, or city and county.*
- 31     (B) *If the plan directs the liquidation of the property or the use*
- 32 *of revenues generated from the property, such as lease or parking*
- 33 *revenues, for any purpose other than to fulfill an enforceable*
- 34 *obligation or other than that specified in subparagraph (A), the*
- 35 *proceeds from the sale shall be distributed as property tax to the*
- 36 *taxing entities.*
- 37     (C) *Property shall not be transferred to a successor agency,*
- 38 *city, county, or city and county, unless the long-range property*
- 39 *management plan has been approved by the oversight board and*
- 40 *the Department of Finance.*

1     *SEC. 36. The Legislature finds and declares as follows:*

2     *(a) Certain provisions of Assembly Bill 26 of the 2011–12 First*  
3 *Extraordinary Session of 2011 (Ch. 5, 2011–12 First Ex. Sess.)*  
4 *are internally inconsistent, or uncertain in their meaning, with*  
5 *regard to the calculation of the amount to be paid by a county*  
6 *auditor-controller from the Redevelopment Property Tax Trust*  
7 *Fund to meet passthrough payment obligations to local agencies*  
8 *and school entities.*

9     *(b) Consistent with the statement in Section 34183 of the Health*  
10 *and Safety Code, as added by the measure identified in subdivision*  
11 *(a), that the provisions of that section are to apply*  
12 *“[n]otwithstanding any other law,” it was the intent of the*  
13 *Legislature in enacting that measure that the amount of the*  
14 *passthrough payments that are addressed by that section be*  
15 *determined in the manner specified by paragraph (1) of subdivision*  
16 *(a) of Section 34183 of the Health and Safety Code, and that the*  
17 *amount so calculated not be reduced or adjusted pursuant to the*  
18 *operation of any other provision of that measure.*

19     *SEC. 37. If any provision of this act or the application thereof*  
20 *to any person or circumstance is held invalid, the invalidity shall*  
21 *not affect other provisions or applications of this act which can*  
22 *be given effect without the invalid provision or application and to*  
23 *this end, the provisions of this act are severable.*

24     *SEC. 38. There is hereby appropriated up to twenty-two million*  
25 *dollars (\$22,000,000) from the General Fund, for allocation to*  
26 *departments by the Director of Finance in furtherance of the*  
27 *objectives of this act. Up to two million dollars (\$2,000,000) of*  
28 *this amount may be allocated to the Director of the Trial Court*  
29 *Trust Fund for allocation by the Administrative Office of the Courts*  
30 *to the Superior Court of California, County of Sacramento for*  
31 *work associated with Part 1.85 (commencing with Section 34170)*  
32 *of Division 24 of the Health and Safety Code. An allocation of*  
33 *funds approved by the Director of Finance under this item shall*  
34 *become effective no sooner than 30 days after the director files*  
35 *written notification thereof with the Chairperson of the Joint*  
36 *Legislative Budget Committee, and the chairpersons of the fiscal*  
37 *committees in each house of the Legislature, or no sooner than*  
38 *any lesser time the chairperson of the joint committee, or his or*  
39 *her designee, may in each instance determine.*



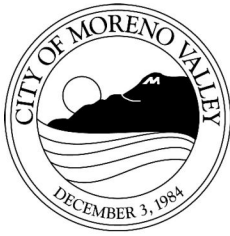
1     *SEC. 39. No reimbursement is required by this act pursuant*  
2 *to Section 6 of Article XIII B of the California Constitution because*  
3 *this act provides for offsetting savings to local agencies or school*  
4 *districts that result in no net costs to the local agencies or school*  
5 *districts, within the meaning of Section 17556 of the Government*  
6 *Code.*

7     *SEC. 40. This act is a bill providing for appropriations related*  
8 *to the Budget Bill within the meaning of subdivision (e) of Section*  
9 *12 of Article IV of the California Constitution, has been identified*  
10 *as related to the budget in the Budget Bill, and shall take effect*  
11 *immediately.*

12     ~~SECTION 1. It is the intent of the Legislature to enact statutory~~  
13 ~~changes relating to the Budget Act of 2012.~~

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

## Report to City Council

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**TO:** Mayor and City Council acting in their capacity as City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** August 28, 2012

**TITLE:** RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING PROPOSED ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2013 TO JUNE 30, 2013

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### RECOMMENDED ACTION

Staff recommends that the City Council acting in their capacity as Board Members as City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley:

1. Adopt Resolution No. 2012-72 approving the proposed Administrative Budget for the period of January 1, 2013 to June 30, 2013;
2. Authorize the Executive Director or his designee to make modifications to the Schedule; and
3. Authorize the transmittal of the proposed Administrative Budget (Exhibit "A") to the Oversight Board for review and approval.

### BACKGROUND

The City of Moreno Valley is the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley pursuant to Part 1.85 of Division 24 of the Health and Safety Code. As Successor Agency, the City is responsible for winding down the

affairs of the redevelopment agency including preparing a proposed administrative budget for the six-month period, and submits to the Oversight Board for approval.

The Administrative Budget is to include: (1) estimated amounts for successor agency administrative costs for the six-month fiscal period; (2) proposed sources of payment for the items identified in item (1); and (3) proposals for arrangements for administrative and operations services provided by a city or other entity.

### **DISCUSSION**

The Successor Agency and the Oversight Board are required to adopt administrative budget for the six month period in order to designate the administrative allowance amount to be funded from the distribution of property tax revenues.

Upon approval by the Successor Agency, the proposed administrative budget will be transmitted to the Oversight Board for consideration and approval on August 29, 2012.

### **SUMMARY**

As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets; making payments and performing other obligations, as well as preparing an administrative budget of the Successor Agency. The proposed Administrative Budget for the period of January 1, 2013 to June 30, 2013 will provide the funding for the administrative and operations services for the period.

### **NOTIFICATION**

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

### **ALTERNATIVES**

1. Adopt the attached resolution, which approves the proposed Administrative Budget the period of January 1, 2013 to June 30, 2013, authorizing the Executive Director or his designee to make modifications thereto, and authorizing the transmittal of the certified Schedule to the Oversight Board for review and approval. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*
2. Decline to adopt the attached resolution which would not allow the City, acting as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

**FISCAL IMPACT**

The Successor Agency has incurred and will incur administrative expenses in the preparation of the materials being presented to the Oversight Board. The Successor Agency will request from to the County-Auditor Controller the costs related to administration of the Successor Agency. The Administrative Budget, as prepared by Successor Agency staff, reflects the current estimates for anticipated costs in the views of Successor Agency staff. Costs are as estimated in the proposed Administrative Budget submitted with this report.

**ATTACHMENTS/EXHIBITS**

Attachment A - Resolution No. 2012-72

Exhibit A - Proposed Administrative Budget for January 1, 2013 through June 30, 2013.

Prepared By:  
Annie Clark  
Sr. Financial Analyst

Department Head Approval:  
Barry Foster  
Community & Economic  
Development Director

Concurred by:  
Dante Hall  
Redevelopment & Neighborhood Programs Administrator

Concurred by:  
Richard Teichert  
Financial & Administrative Services Director

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

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RESOLUTION NO. 2012-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE PROPOSED ADMINISTRATIVE BUDGET AND AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO MAKE MODIFICATIONS THERETO

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (“Agency”) is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* (“CRL”) and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council (“City Council”) of the City of Moreno Valley (“City”); and

WHEREAS, the Agency was established pursuant to the Redevelopment Law. The Agency was activated on February 18, 1986, by City Ordinance No. 50. The City Council adopted and approved the Redevelopment Plan for the Project Area by Ordinance 87-154 of the City on December 29, 1987 (the “Original Plan”), as subsequently amended by Ordinance No. 448 of the City adopted January 10, 1995, Ordinance No. 556 of the City adopted December 14, 1999, and Ordinance No. 732 adopted December 19, 2006 (as so amended, the “Amended Redevelopment Plan”, the area of which is referred to herein as the “Project Area”); and

WHEREAS, Parts 1.8, 1.85 and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately. ABX1 26 and ABX1 27, which are trailer bills to the 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, Part 1.85 of the CRL (“Part 1.85”) provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011 (which dated has been deemed to be February 1, 2012 pursuant to a decision by the California Supreme Court), and provides that, thereafter, a successor agency to administer the enforceable obligations of the Agency and otherwise wind up the Agency’s affairs, all subject to the review and approval by an oversight committee; and

WHEREAS, Part 1.8 of the CRL (“Part 1.8”) provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain

ATTACHMENT A

Resolution Number 2012-72  
Date Adopted: August 28, 2012



“enforceable obligations” and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

WHEREAS, in connection with the implementation of those provisions of ABX1 26, the Health and Safety Code Section 34177(j) provides, in part, that a Successor Agency is to “Prepare a proposed administrative budget and submit it to the oversight board for its approval”, and that such administrative budget is to include: (1) estimated amounts for successor agency administrative costs for the upcoming six-month fiscal period; (2) proposed sources of payment for the items identified in item (1); and (3) proposals for arrangements for administrative and operations services provided by a city or other entity; and

WHEREAS, an oversight board, as provided under ABX1 26 (“Oversight Board”) has been established for the former Agency;

WHEREAS, pursuant to ABX1 26 and the implementation thereof, the Successor Agency desires to adopt an administrative budget for the period covering January 1, 2013 through June 30, 2013 in the form submitted herewith. The proposed administrative budget is attached hereto, marked as Exhibit “A” and are incorporated herein by reference. By this resolution, the City Council, on behalf of the Successor Agency, approves and authorizes the transmittal of the proposed administrative budget to the Oversight Board;

WHEREAS, given the adoption of ABX1 26, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency, has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of the City, in its capacity as Successor Agency to the Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, SERVING AS THE SUCCESSOR AGENCY, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part of this resolution.

Section 2. That Proposed Administrative Budget (Exhibit “A”) is approved for the above-referenced period, together with such augmentation, modification, additions or revisions as the Executive Director of the Successor Agency or his designee may make thereto.

Resolution No. 2012-72  
Date Adopted: August 28, 2012

Section 3. The City Clerk shall cause the proposed administrative budget to be transmitted to the Oversight Board.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 28<sup>th</sup> day of August, 2012.

\_\_\_\_\_  
Mayor of the City of Moreno Valley,  
Acting in the capacity of the Successor Agency

ATTEST:

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

APPROVE AS TO FORM:

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

Resolution No. 2012-72  
Date Adopted: August 28, 2012

**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. 2012-72 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of April, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

City Clerk

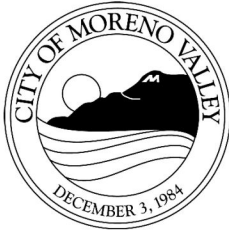
Resolution No. 2012-72  
Date Adopted: August 28, 2012

79110 SUCCESSOR AGENCY ADMINISTRATIVE BUDGET		Period Covering July-December 2012	
Obj Acct Sub	Account Description		
6100	SALARIES AND BENEFITS		
6110	SALARIES		
6111	Salaries/Exempt	\$ 49,201	
6114	Salaries/Non-exempt	\$ 10,359	
6116	Salaries/Part-time	\$ 4,380	
6111	Salaries Other Staff (temp assigned)	\$ 65,427	
6124	BENEFITS	\$ 17,622	
6134	Retirement Plan	\$ 271	
6136	Annuity Program	\$ 903	
6138	Medicare Insurance	\$ 11,383	
6144	Benefit Bank	\$ 383	
6145	Group Life Insurance	\$ 602	
6146	ST/ LT Disability	\$ 985	
6147	Addl 2, 4, 6% Mgmt Package	\$ 1,500	
6150	Workers Compensation	\$ 4,000	
<b>SALARIES AND BENEFITS</b>		<b>\$ 167,015</b>	
6253	Audit Services	\$ 12,000	
6255	Other Profess. Services	\$ 25,000	
6311	Office Supplies	\$ 2,500	
6313	Printed Supply	\$ 1,430	
<b>OPERATING COSTS</b>		<b>\$ 40,930</b>	
<b>TOTALS</b>		<b>\$ 207,945</b>	

EXHIBIT A

		RDA & Neighborhood Administrator	Sr. Financial Analyst	Sr. Admin Assistant	Sr. Office Assistant	Staff - Temp assigned	Operating Costs	Total		July-Dec 2012 ROPS	Jan-June 2013 ROPS
	Salary Allocation	40%	80%	40%	50%						
	<b>SALARIES</b>										
6111	Salaries/Exempt	37,184	61,218					\$ 98,402		\$ 49,201	\$ 49,201
6114	Salaries/Non-exempt			20,718				\$ 20,718		\$ 10,359	\$ 10,359
6116	Salaries/Part-time				8,759			\$ 8,759		\$ 4,380	\$ 4,380
6111	Salaries Other Staff					154,539		\$ 154,539		\$ 89,112	\$ 65,427
6134	Retirement Plan	10,997	18,112	6,135				\$ 35,244		\$ 17,622	\$ 17,622
6136	Annuity Program	180	362					\$ 542		\$ 271	\$ 271
6138	Medicare Insurance	550	906	350				\$ 1,806		\$ 903	\$ 903
6144	Benefit Bank	5,692	11,382	5,691				\$ 22,765		\$ 11,383	\$ 11,383
6145	Group Life Insurance	238	394	134				\$ 766		\$ 383	\$ 383
6146	ST/ LT Disability	376	619	209				\$ 1,204		\$ 602	\$ 602
6147	Addl 2, 4, 6% Mgmt Package	743	1,226					\$ 1,969		\$ 985	\$ 985
6,150	Workers Compensation							\$ 3,000		\$ 1,500	\$ 1,500
6,155	Accrued Benefit Liabilities							\$ 4,000		\$ 4,000	\$ 4,000
								\$ 353,714	Salaries/Ben	\$ 186,700	\$ 167,015
6253	Audit Services						16,000	\$ 16,000		\$ 4,000	\$ 12,000
6255	Other Profess. Services						70,000	\$ 70,000		\$ 45,000	\$ 25,000
6311	Office Supplies						5,000	\$ 5,000		\$ 2,500	\$ 2,500
6313	Printed Supply						2,800	\$ 2,800		\$ 1,370	\$ 1,430
								\$ 93,800	Operating Costs	\$ 52,870	\$ 40,930
	<b>TOTAL</b>	\$ 55,960	\$ 94,219	\$ 33,237	\$ 8,759	\$ 154,539	\$ 93,800	\$ 447,514	Total	\$ 239,570	\$ 207,945

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

## Report to City Council

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**TO:** Mayor and City Council acting in its capacity as the Legislative Body for Community Facilities District No. 7

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** August 28, 2012

**TITLE:** TERMINATION OF AUTHORITY TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 7, IMPROVEMENT AREA NO. 2 OF THE CITY OF MORENO VALLEY

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council, acting as the legislative body of Community Facilities District No. 7 of the City of Moreno Valley approve Resolution No. 2012-73 terminating the authority to annex territory to CFD No. 7, Improvement Area No. 2.

### **ADVISORY COMMITTEE RECOMMENDATION**

NA

### **BACKGROUND**

On April 8, 2008, the City Council approved the Acquisition/Financing Agreement ("Agreement") among the City of Moreno Valley ("City"), acting on behalf of itself and Community Facilities No. 7 ("CFD No. 7" or "District") and FR/CAL Moreno Valley, LLC., First Industrial L.P., and FR/CAL Indian Avenue LLC. The Agreement sets forth the legal obligations among all parties regarding their participation in the formation of CFD No. 7, land use entitlements, description of the improvements to be acquired by the City, general guidelines for the construction bidding process, method of payments and ownership/transfers of the public improvements to the City of Moreno Valley and to Riverside County Flood Control District and Water Conservation District ("RCFCD").

On May 13, 2008, the City Council adopted the following resolutions for CFD No. 7:

- Resolution No. 2008-50 to approve the Boundary map showing the boundaries of CFD No. 7;
- Resolution No. 2008-51 to declare the intention to form the District and authorization to levy a special tax to finance the acquisition and construction of certain public improvements;
- Resolution No. 2008-52 to declare the necessity to incur a bonded indebtedness to be secured by special taxes to pay for the acquisition and construction of the defined public improvements;
- Resolution No. 2008-53 adopting a map showing the boundaries of territory proposed to be annexed in the future to CFD No. 7; and
- Resolution No. 2008-54 declaring intention to provide for future annexation of territory to CFD No. 7.

On June 24, 2008, the City Council conducted the Public Hearing and took the following actions:

- Approved and adopted Resolution No. 2008-82 forming and establishing Community Facilities District No. 7 of the City of Moreno Valley, designating improvement areas therein and authorizing submittal of the levy of special taxes within each improvement area;
- Approved and adopted Resolution No. 2008-83 determining the necessity to incur a bonded indebtedness for each improvement area of Community Facilities District No. 7 of the City of Moreno Valley;
- Approved and adopted Resolution No. 2008-84 declaring the results of a special election in such community facilities district;
- Approved and adopted Resolution No. 2008-85 authorizing the annexation of territory in the future to Community Facilities District No. 7 of the City of Moreno Valley; and
- Introduced Ordinance No. 777 authorizing the levy of a special tax in Improvement Area Nos. 1, 2, and 3 of such community facilities district.

A Joint Community Facilities Agreement (“RCFCD JCFA”) among the City of Moreno Valley, FR/CAL Moreno Valley, LLC., First Industrial L.P., and FR/CAL Indian Avenue LLC., and the RCFCD was entered into on September 1, 2009. The RCFCD JCFA provides specific requisites, among others, regarding the construction of the improvements, acquisition of the flood control facilities, maintenance, and indemnification stipulation for the property owners, the City, and RCFCD.

At the June 24, 2008, Public Hearing, City Council conducted the special election and formed CFD No. 7 to allow the property owner to finance public improvements through the issuance of CFD bonds. Ordinance No. 777 was introduced authorizing the levy of a special tax in CFD No. 7 to provide funding for any future bond issuance.



## **DISCUSSION**

In an initial request submitted to the City on April 18, 2011, First Industrial L.P. (“Property Owner”) the sole property owner within Improvement Area No. 2, expressed the desire to initiate proceedings to dissolve Improvement Area No. 2 of CFD No. 7. The executed Request for and Consent to Dissolution was received by the City on March 21, 2012. As part of the request, the Property Owner has requested the dissolution of Improvement Area No. 2 along with the filing of an Amended Notice of Special Tax Lien to remove any special tax liens from the properties located within Improvement Area No. 2. No Bonds have been issued for Improvement Area No. 2 and no special taxes have been levied by the City.

On May 22, 2012, the City Council introduced Ordinance 846 dissolving CFD No. 7, Improvement Area No. 2. The adoption of the resolution will terminate the authority to annex territory to Community Facilities District No. 7, Improvement Area No. 2 and complete the dissolution of the Improvement Area No. 2.

## **ALTERNATIVES**

1. **Approve** a resolution terminating the authority to annex territory to Community Facilities District No. 7, Improvement Area No. 2. *Terminating the authority to annex territory to Improvement Area No. 2 is the last step in the dissolution of Improvement Area No. 2.*
2. **Do not approve** and adopt the proposed resolution. *This alternative may delay the development of the property.*

## **FISCAL IMPACT**

There is no General Fund impact by the City Council’s adoption of the resolution. The property owner shall continue to be responsible for cost related to the dissolution of Improvement Area No. 2 and the installation of any improvements as required through their conditions of approval.

## **CITY COUNCIL GOALS**

### **Public Facilities and Capital Projects**

The dissolution of the Improvement Area No. 2 will allow the property owner to fund the development of the necessary public improvements through alternative financing methods, once the special tax liens have been removed.

## **SUMMARY**

In 2008, at the request of the property owners within CFD No. 7, the City Council adopted the necessary resolutions for the formation of CFD No. 7, Improvement Area Nos. 1, 2, and 3. The City Council also adopted Ordinance 777 authorizing the levy of a

special tax within CFD No. 7. In March 2012, the Property Owner for parcels located within Improvement Area No. 2 submitted an executed Request for and Consent to Dissolution to initiate proceedings to dissolve Improvement Area No. 2 of the CFD. The adoption of the resolution will complete the dissolution of Improvement Area No. 2 of the CFD.

**NOTIFICATION**

N.A.

**ATTACHMENTS**

**Attachment 1:** A Resolution of the City Council of the City of Moreno Valley, California, acting as the legislative body of Community Facilities District No. 7 of the City of Moreno Valley, terminating the authority to annex territory to Community Facilities District No. 7 for Improvement Areas No. 2

**Attachment 2:** Property Owner Request for and Consent to the Dissolution

**Attachment 3:** Map of the Boundaries of Future Annexation Area of Community Facilities District No. 7 for Improvement Areas No. 1, 2, and 3

**Attachment 4:** CFD No. 7 Report

Prepared by:  
Marshall Eyerman,  
Special Districts Program Manager

Department Head Approval:  
Ahmad R. Ansari, P.E.,  
Public Works Director/City Engineer

Concurred by:  
Candace Cassel,  
Special Districts Division Manager

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

RESOLUTION NO. 2012-73

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY, TERMINATING THE AUTHORITY TO ANNEX TERRITORY IN THE FUTURE TO IMPROVEMENT AREA NO. 2 OF SUCH COMMUNITY FACILITIES DISTRICT

WHEREAS, the City Council of the City of Moreno Valley, California (the "City Council"), previously declared its intention, conducted proceedings and held a public hearing relating to the authorization to annex territory in the future to Community Facilities District No. 7 of the City of Moreno Valley (the "District") and the improvement areas designated therein as Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3 (each, an "Improvement Area" and collectively, the "Improvement Areas") pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Mello-Roos Act"), and specifically Article 3.5 thereof, to finance the proportionate share of the cost of the acquisition or construction of certain flood control facilities allocable to the territory authorized to be annexed in the future to each Improvement Area; and

WHEREAS, on June 24, 2008, following such public hearing, the City Council, acting as the legislative body of the District, adopted its Resolution No. 2008-85 authorizing the annexation in the future of territory to the District and the Improvement Areas, including Improvement Area No. 2 ("Resolution No. 2008-85"); and

WHEREAS, the territory proposed to be annexed in the future to the District and the Improvement Areas thereof is shown on a map approved by the City Council designated as "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California" (the "Future Annexation Map"), a copy of which was filed in the Office of the County Recorder of the County of Riverside on May 16, 2008, as Instrument No. 2008-0265596, in Book 73, at Pages 9 through 11 of the Book of Maps of Assessment and Community Facilities Districts for the County of Riverside; and

WHEREAS, First Industrial, L.P., the current owner of all of the property within Improvement Area No. 2 (the "Owner") of the District, has, on behalf itself and the Owners' members, successors and/or assigns, requested that the City Council undertake proceedings pursuant to the Mello-Roos Act to dissolve Improvement Area No. 2 and thereby terminate the authority of the District to levy special taxes within Improvement Area No. 2 in order to finance the acquisition or construction the flood control facilities required as a condition of approval of the properties located within Improvement Area No. 2 (the "Improvement Area No. 2 Flood Control Facilities"); and

WHEREAS, pursuant to such request the City Council did undertake such proceedings and did enact Ordinance No. 846 dissolving Improvement Area No. 2; and

WHEREAS, as a result of the termination of the authority of the District to levy special taxes within Improvement Area No. 2 to finance the acquisition or construction of the Improvement Area No. 2 Flood Control Facilities, the City Council finds and determines that it would be appropriate to terminate the authority of the District to annex in the future the territory specified in the Future Annexation Map to be annexed to Improvement Area No. 2.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Termination of Authority to Annex Territory in the Future. The authority of the District to annex territory in the future to Improvement Area No. 2 pursuant to Article 3.5 of the Mello-Roos Act as approved by Resolution No. 2008-85 is hereby terminated. The termination of such authority shall in no way terminate or modify in any way whatsoever any obligation to construct or contribute to the cost of constructing flood control facilities heretofore or hereafter imposed on any such territory as a condition of approval of the development of such territory.

SECTION 3. Remaining Terms and Conditions of Resolution No. 2008-85. The remaining terms and conditions of Resolution No. 2008-85 shall remain in full force and effect.

SECTION 4. Effective Date. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 28 day of August, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. 2012-73  
Date Adopted: August 28, 2012

**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. 2012-73 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of August, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2012-73  
Date Adopted: August 28, 2012

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**CITY OF MORENO VALLEY  
COMMUNITY FACILITIES DISTRICT NO. 7**

**REQUEST FOR AND CONSENT TO DISSOLUTION OF  
IMPROVEMENT AREA NO. 2 OF  
COMMUNITY FACILITIES DISTRICT NO. 7  
OF THE CITY OF MORENO VALLEY AND  
ACKNOWLEDGEMENT AND WAIVER  
RELATED THERETO**

TO: CITY COUNCIL  
CITY OF MORENO VALLEY, CALIFORNIA

The undersigned does hereby CERTIFY under penalty of perjury, that the following statements are all true and correct:

**PROPERTY OWNER ACKNOWLEDGEMENT AND REQUEST**

1. The undersigned is a duly authorized representative of First Industrial, L.P. (the "Owner"), a Delaware limited liability company, the owner of that certain real property identified in Attachment A attached hereto and incorporated herein by this reference ("Owner's Property"), and is legally authorized to make the representations and the request, give the acknowledgments and the consents and provide the waivers contained herein on behalf of the Owner.

2. Owner has been informed and is aware of and understands that:

(a) In 2008 the City Council of the City of Moreno Valley (the "City"), acting pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (California Government Code Section 53311 and following) (the "Mello-Roos Act"), formed a community facilities district designated as Community Facilities District No. 7 ("CFD No. 7") and designated three improvement areas therein designated as Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3 (each, an "Improvement Area" and collectively, the "Improvement Areas"). Improvement Area No. 2, one of the three improvement areas designated for CFD No. 7, encompasses the Owner's Property.

(b) CFD No. 7 is authorized to levy special taxes (the "Special Taxes") within boundaries of Improvement Area No. 2 pursuant to the rate and method of apportionment thereof as set forth in the Notice of Special Tax Lien attached as Attachment B hereto (the "Notice of Special Tax Lien") and to issue bonds in a principal amount not to exceed \$3,500,000 to be secured by the levy of such Special Taxes (the "Improvement Area No. 2 Special Tax Bonds") for the purpose of financing certain facilities (the "Improvement Area No. 2 Improvements"). The Improvement Area No. 2 Improvements are described in Exhibit A to the Notice of Special Tax Lien. The Special Taxes have, however, never been levied within Improvement Area No. 2 and the Improvement Area No. 2 Special Tax Bonds have never been issued.

(c) The Owner and the City entered into the following agreements:

**ATTACHMENT 2**



(1) Amended and Restated Acquisition/Financing Agreement made and entered into by and among the City, on behalf of itself and CFD No. 7, and FR/Cal Moreno Valley, LLC, the Owner and FR/Cal Indian Avenue, LLC (the "AFA") which became effective on February 3, 2010;

(2) Joint Community Facilities Agreement by and among the City, the Riverside County Flood Control and Water Conservation District (the "Flood Control District"), FR/Cal Moreno Valley, LLC, the Owner and FR/Cal Indian Avenue, LLC, dated as of September 1, 2009 (the "JCFA"); and

(3) Area Drainage Plan Fee Agreement by and among the City, acting for and on behalf of itself and CFD No. 7; FR/Cal Moreno Valley, LLC; the Owner and FR/Cal Indian Avenue, LLC (the "ADP Agreement") which became effective on February 3, 2010; .

(d) Pursuant to the terms and conditions of the AFA, upon the formation of CFD No. 7 and the subsequent sale of the Improvement Area No. 2 Special Tax Bonds the proceeds of which are authorized to be utilized to acquire the Improvement Area No. 2 Improvements identified in Exhibit B-1 of the AFA and the Owner shall be entitled pursuant to the provisions of the AFA to be paid the Purchase Price (as defined in the AFA) for such Improvement Area No. 2 Improvements.

(e) Pursuant to the terms and conditions of the AFA and the JCFA, the Owner agrees to transfer to the Flood Control District each of the Improvement Area No. 2 Flood Control District Facilities (as defined in the JCFA) and CFD No. 7 agrees to pay the Purchase Price (as defined in the JCFA) for such Improvement Area No. 2 Flood Control District Facilities. The JCFA further provides that the Purchase Price of such Improvement Area No. 2 Flood Control District Facilities is to be paid solely from the proceeds of the Improvement Area No. 2 Special Tax Bonds sold and issued by CFD No. 7 for Improvement Area No. 2 and CFD No. 7 shall not be obligated to pay to Owner the Purchase Price for any such Flood Control District Facilities except from the proceeds of such the Improvement Area No. 2 Special Tax Bonds.

(f) Pursuant to the terms and conditions of the ADP Agreement, Owner is entitled to receive a credit against the Local Component (as defined in the ADP Agreement) of the ADP Fees (as defined in the ADP Agreement) applicable to the Owner's Property as a result of the participation of the Owner's Property in CFD No. 7 to finance the acquisition of the Improvement Area No. 2 Flood Control Facilities (as defined in the ADP Agreement) and Owner's obligation to construct such Improvement Area No. 2 Flood Control Facilities.

3. Owner, on behalf of itself and its members, successors and/or assigns, hereby irrevocably requests that the City dissolve Improvement Area No. 2 and any liens established by the recordation of the Notice of Special Tax Lien (the "Dissolution Request").

4. In making the Dissolution Request, the Owner, on behalf of itself and its members, successor and/or assigns:

(a) voluntarily and knowingly waives any and all Owner's rights and benefits to which Owner may be contractually entitled pursuant to the AFA including, but not limited to, payment by the City and/or CFD No. 7, of the Purchase Price for the Improvement Area No. 2

Street Improvements, or any portion thereof, from the proceeds of the Improvement Area No. 2 Special Tax Bonds or the Special Taxes or any other source of funds of the City and/or CFD No. 7 ("Owner's AFA Waiver");

(b) voluntarily and knowingly waives any and all Owner's rights and benefits to which Owner may be contractually entitled pursuant to the AFA and the JCFA including, but not limited to, payment by the City, CFD No. 7 and/or the County, of the Purchase Price for the Improvement Area No. 2 Flood Control Improvements, or any portion thereof, from the proceeds of the Improvement Area No. 2 Special Tax Bonds or the Special Taxes or any other source of funds of the City, CFD No. 7 and/or the County ("Owner's JCFA Waiver");

(c) voluntarily and knowingly waives any and all Owner's rights and benefits to which Owner may be contractually entitled pursuant to the ADP Agreement, but not limited to, a receipt of a credit against the Local Component or any portion of the ADP Fees applicable to the Owner's Property as a result of the participation of the Owner's Property in CFD No. 7 to the date of dissolution of Improvement Area No. 2 (the "Owner's ADP Agreement Waiver" and together with the Owner's AFA Waiver and the Owner's JCFA Waiver, the "Owner's Waivers");

(d) voluntarily and knowingly waives the obligation, if any, of the City and/or CFD No. 7 to issue the Improvement Area No. 2 Special Tax Bonds or to levy the Special Taxes within CFD No. 7;

(e) voluntarily and knowingly waives any protest, complaint or legal action of any nature whatsoever against the City and/or CFD No. 7 pertaining to the dissolution of Improvement Area No. 2 and any liens established by the recordation of the Notice of Special Tax Lien, the failure to issue the Improvement Area No. 2 Special Tax Bonds or to levy the Special Taxes, or any combination thereof.

(f) acknowledges and understands that the making of this Dissolution Request and the provision of Owner's Waivers and the subsequent dissolution of Improvement Area No. 2 and the dissolution of any liens established by the recordation of the Notice of Special Tax Lien, does not in any way whatsoever absolve, terminate, extinguish, reduce or otherwise modify the obligation of the Owner or any successor or assign of the Owner as the owner of the Owner's Property to construct the public improvements required by the City, the County or any other public agency as a condition of approval of the development of the Owner's Property.

5. Owner has had a reasonable opportunity to consult with and to be advised by Owner's legal counsel regarding the matters contained in this document and the attachments hereto.

This REQUEST FOR AND CONSENT TO DISSOLUTION OF IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 7 AND ACKNOWLEDGEMENT AND WAIVER was executed this 6<sup>th</sup> day of March, 2012 in EL SEGUNDO, California.

First Industrial, L.P., a Delaware limited liability company

By First Industrial Realty Trust, Inc., a Maryland corporation and its sole general partner

By: Jeffrey S S

Name: JEFFREY S. EVANS

Its: Operations Director

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 3/6/12 before me, Linda M. Bauer, Notary Public  
Date Here Insert Name and Title of the Officer

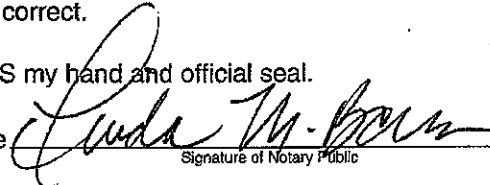
personally appeared Jeffrey S. Evans  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature



Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer --- Title(s): \_\_\_\_\_
- Partner ---  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer --- Title(s): \_\_\_\_\_
- Partner ---  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

**ATTACHMENT A**

**DESCRIPTION OF OWNER'S PROPERTY**

Owner's Property is that real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

**Assessor's Parcel No.**

316-200-003

316-200-009

316-200-010

316-200-011

316-200-012

316-200-013

316-200-014

316-200-018

316-200-028

316-200-029

**ATTACHMENT B**  
**NOTICE OF SPECIAL TAX LIEN**

WHEN RECORDED, RETURN TO:

CITY CLERK  
 City of Moreno Valley  
 14177 Frederick Street  
 P.O. Box 88005  
 Moreno Valley, CA 92552-0805



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**NOTICE OF SPECIAL TAX LIEN  
 COMMUNITY FACILITIES DISTRICT NO. 7 OF  
 THE CITY OF MORENO VALLEY  
 IMPROVEMENT AREA NO. 2**

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Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code, the undersigned CITY CLERK of the CITY OF MORENO VALLEY, acting on behalf of COMMUNITY FACILITIES DISTRICT NO. 7 (the "District"), HEREBY GIVES NOTICE that a lien is hereby imposed on taxable property within Improvement Area No. 2 of the District to secure payment of a special tax which the City Council of the City of Moreno Valley, County of Riverside (the "County"), State of California, is authorized to annually levy for the following purpose:

To pay directly for the types of facilities described in Exhibit A attached hereto and incorporated herein by this reference, to pay debt service on bonds issued to finance the acquisition or construction of such public facilities, to replenish any reserve fund established for such bonds, and to pay the costs of administering such bonds and the District.

The special tax is authorized to be levied within Improvement Area No. 2 of the District and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate and method of apportionment of the authorized special tax is as shown on the attached referenced and incorporated Exhibit "B." The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes; provided, however, the District may utilize a direct billing procedure for any special taxes that cannot be collected on the County tax roll or may, by resolution, elect to collect the special taxes at a different time or in a different manner if necessary to meet its financial obligations. Conditions under which the obligation to pay the



special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are set forth in Exhibit "B."

Notice is further given that upon the recording of this notice in the Office of the County Recorder, the obligation to pay the special tax levy shall become a lien upon all non-exempt real property within Improvement Area No. 2 of the District in accordance with Section 3115.5 of the Streets and Highways Code.

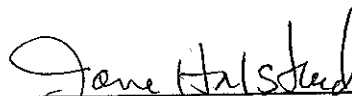
The (a) names of the owner(s) of the real property included within Improvement Area No. 2 of the District as they appear on the last secured assessment roll as of the date of recording of this Notice and (b) the Assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included within the District are as set forth on the attached, referenced and incorporated Exhibit "C."

Reference is made to the boundary map of the District recorded on May 16, 2008 at Book 73, Pages 6-8, Document No. 2008-0265595 of Maps of Assessment and Community Facilities Districts in the Office of the County Recorder for the County of Riverside, State of California, which map is now the final boundary map of the District.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the following designated person:

SPECIAL DISTRICTS DIVISION,  
PUBLIC WORKS DEPARTMENT  
CITY OF MORENO VALLEY  
14325 FREDERICK STREET, SUITE 9  
MORENO VALLEY, CA 92553  
(951) 413-3480

DATED: 7/8/08

  
\_\_\_\_\_  
CITY CLERK  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**COMMUNITY FACILITIES DISTRICT NO. 7  
OF THE CITY OF MORENO VALLEY  
IMPROVEMENT AREA NO. 2  
NOTICE OF SPECIAL TAX LIEN  
EXHIBIT A**

**DESCRIPTION OF FACILITIES  
(IMPROVEMENT AREA NO. 2)**

The Facilities proposed to be financed by the District within Improvement Area No. 2 include the following:

**Improvement Area No. 2 Improvements:**

Facilities to be financed from the proceeds of Bonds issued for Improvement Area No. 2 (the "Improvement Area No. 2 Improvements") include the following subject to modification based upon the City's final conditions of approval of the Improvement Area No. 2 Street Improvements or the final approval of the plans and specifications therefore or the Flood Control District's final conditions of approval of the Improvement Area No. 2 Flood Control Facilities or the final approval of the plans and specifications therefor:

**Improvement Area No. 2 Flood Control Facilities:** the Master Plan storm drain facilities identified as Perris Valley Laterals B-1 and B-1.2, including all appurtenant box culverts and laterals.

**Improvement Area No. 2 Street Improvements:**

Nandina Avenue to First Industrial Property Line - The components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.

**COMMUNITY FACILITIES DISTRICT NO. 7  
OF THE CITY OF MORENO VALLEY  
IMPROVEMENT AREA NO. 2  
NOTICE OF SPECIAL TAX LIEN  
EXHIBIT B**

**RATE AND METHOD OF APPORTIONMENT  
OF SPECIAL TAX  
IMPROVEMENT AREA NO. 2**

**(see attached)**

# **RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

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## **IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY**

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 2 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 2") each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. All of the real property within IA No. 2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

### **A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre" or "Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

**"Act"** means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 2 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 2, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 2 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 2.

**"Annexed Property"** means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 2.

**"Assessor's Parcel"** means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 2.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

**“Bonds”** means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

**“Boundary Map”** means the “Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California,” filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

**“Building Permit”** means a permit for new construction for a non-residential structure. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

**“Calendar Year”** means the period commencing January 1 of any year and ending the following December 31.

**“CFD Administrator”** means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 2.

**“CFD No. 7”** means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

**“City”** means the City of Moreno Valley.

**“City Council”** means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

**“County”** means the County of Riverside.

**“Developed Property”** means all Assessor’s Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor’s Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

**“Exempt Property”** means all Assessor’s Parcels within IA No. 2 which are exempt from the Special Taxes pursuant to law or Section I herein.

**“Facilities”** means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

**“Final Map”** means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

**“Fiscal Year”** means the period commencing on July 1 of any year and ending the following June 30.

**“Future Annexation Area”** means all Assessor’s Parcels within the future annexation area of IA No. 2 as determined by reference to the boundary map entitled “Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California,” filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

**“Goals and Policies”** means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

**“Improvement Area No. 2” or “IA No. 2”** means the area within CFD No. 7 designated as Improvement Area No. 2 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

**“Indenture”** means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

**“Maximum Special Tax”** means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

**“Partial Prepayment Amount”** means the amount required to prepay a portion of the Special Tax obligation for an Assessor’s Parcel, as described in Section G.

**“Prepayment Amount”** means the amount required to prepay the Special Tax obligation in full for an Assessor’s Parcel, as described in Section F.

**“Proportionately”** means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Public Property.

**“Provisional Property”** means all Assessor’s Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

**“Public Property”** means any property within the boundaries of IA No. 2 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

**“Special Tax”** means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

**“Special Tax Requirement”** means the amount required in any Fiscal Year for IA No. 2 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less (vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

**“Taxable Property”** means all Assessor’s Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

**"Taxable Public Property"** means all Assessor's Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

**"Trustee"** means the trustee, fiscal agent, or paying agent under the Indenture.

**"Undeveloped Property"** means all Assessor's Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

## **B. CLASSIFICATION OF ASSESSOR'S PARCELS**

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

## **C. MAXIMUM SPECIAL TAXES**

### **1. Taxable Property**

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to \$8,287 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 2 of CFD No.7. Once Annexed Property exists within IA No. 2 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

- 1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 2 (\$8,287 per Acre) by the minimum taxable Acreage originally established for IA No. 2 as defined in Section I (33.89 Acres).

$$[\$8,287 \times 33.89 = \$280,846]$$

- 2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2.

- 3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

$$[\$280,846 - \text{Step 2 result}] / 33.89 =$$

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

### **2. Annexed Property**

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.



## ***D. Administrative Adjustments to the Maximum Special Tax***

### **1. Prior to Issuance of Bonds**

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 2, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the amount of Bonds that may be issued will be recalculated and shall not exceed an amount in which the Maximum Special Taxes that could be levied on Taxable Property within IA No. 2 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

### **2. Subsequent to Issuance of Bonds**

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 33.89 Acres, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

## **E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

- Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

## **F. PREPAYMENT OF SPECIAL TAX**

The following definitions apply to this Section F:

**“Facilities Costs”** means either \$1.73 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 2 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.

**“Construction Inflation Index”** means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

**“Future Facilities Costs”** means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.

**“Improvement Fund”** means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

**“Outstanding Bonds”** means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
<u>less</u>	<u>Capitalized Interest Credit</u>
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.
2. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.
3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 2 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.
6. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."
7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.
8. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.
9. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than \$0.
12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").
13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

## **G. PARTIAL PREPAYMENT OF SPECIAL TAX**

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

$P_F$  = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

## **H. TERMINATION OF SPECIAL TAX**

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 2 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.

## **I. EXEMPTIONS**

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 33.89 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

## **J. APPEALS**

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

## **K. MANNER OF COLLECTION**

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.



**Exhibit A**

**IMPROVEMENT AREA NO. 2 OF  
 CITY OF MORENO VALLEY CFD NO. 7  
 MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY <sup>(1)</sup>**

<b>Year After Formation</b>	<b>Maximum Special Tax per Acre</b>
1	\$674
2	\$681
3	\$689
4	\$697
5	\$707
6	\$718
7	\$729
8	\$742
9	\$757
10	\$773
11	\$791
12	\$812
13	\$835
14	\$862
15	\$893
16	\$928
17	\$970
18	\$1,019
19	\$1,077
20	\$1,148
21	\$1,235
22	\$1,345
23	\$1,487
24	\$1,678
25	\$1,947
26	\$2,352
27	\$3,029
28	\$4,386
29	\$8,466

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.50%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

**COMMUNITY FACILITIES DISTRICT NO. 7  
OF THE CITY OF MORENO VALLEY  
IMPROVEMENT AREA NO. 2  
EXHIBIT C  
NOTICE OF SPECIAL TAX LIEN**

**PROPERTY OWNER LIST**

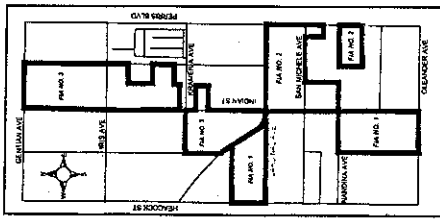
<u>APN</u>	<u>OWNER</u>
316-200-003	MICHAEL E MALCOM
316-200-009	M4 MANAGEMENT INC
316-200-010	M4 MANAGEMENT INC
316-200-011	GEORGE R ACOSTA
316-200-012	FR CAL NANDINA
316-200-013	MARTIN COVARRUBIAS & GALDINA COVARRUBIAS
316-200-014	GEORGE SCHOFHAUSER & JAY ANN SCHOFHAUSER
316-200-018	SOMCHIT CABE
316-200-028	BRUCE HALE & LISA HALE
316-200-029	HARLEY R KNOX

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 WORKING OFFICE  
 CITY OF MORENO VALLEY

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SHEET 1 OF 3

MAP OF PROPOSED BOUNDARIES OF  
FUTURE ANNEXATION AREA OF  
COMMUNITY FACILITIES DISTRICT NO. 7  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



VELOCITY MAP

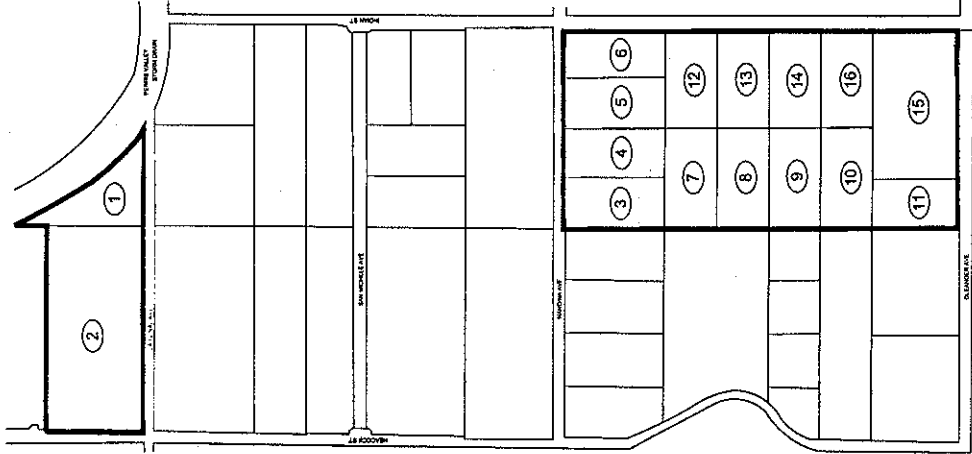
LEGEND FOR SHEET 1

BOUNDARIES OF FUTURE  
ANNEXATION AREA OF IA NO. 1  
OF CFD NO. 7 (FIA NO. 1)

MAP REFERENCE NUMBER

ATTACHMENT 3

MAP REF. NO.	ASSESSOR'S PARCEL NO.
1	315-100-013
2	315-100-045
3	315-210-005
4	315-210-006
5	315-210-008
6	315-210-007
7	315-210-009
8	315-210-010
9	315-210-011
10	315-210-012
11	315-210-028
12	315-210-029
13	315-210-055
14	315-210-057
15	315-210-065
16	315-210-077



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 19 DAY OF MAY, 2008.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE 13 DAY OF MAY, 2008, BY ITS RESOLUTION NO. 2008-03123.

*Donna H. Holscher*  
CITY CLERK  
CITY OF MORENO VALLEY

RIVERSIDE COUNTY RECORDERS CERTIFICATE

FILED THIS 19 TH DAY OF MAY, 2008, AT THE HOUR OF 8 O'CLOCK A.M. IN BOOK 73 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) 3-11 IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEES: \$ 13.00  
INSTRUMENT NO.: 2008-031655916  
LARRY WARD, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY RECORDER  
*M. S. Mena*  
COUNTY OF RIVERSIDE

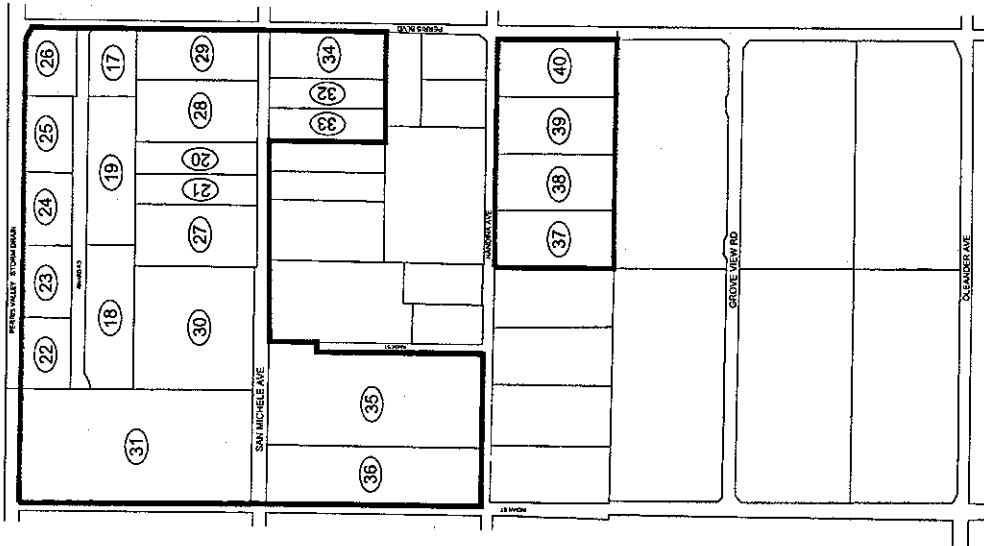
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

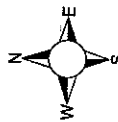


MuniFinancial  
10000 Wilshire Blvd  
Suite 110  
Beverly Hills, CA 90210  
Phone: (310) 207-2500 Fax: (310) 657-2610

MAP OF PROPOSED BOUNDARIES OF  
FUTURE ANNEXATION AREA OF  
COMMUNITY FACILITIES DISTRICT NO. 7  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**LEGEND FOR SHEET 2**  
 — BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 2 OF CFD NO. 7 (FIA NO. 2)  
 (1) MAP REFERENCE NUMBER



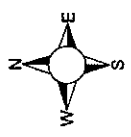
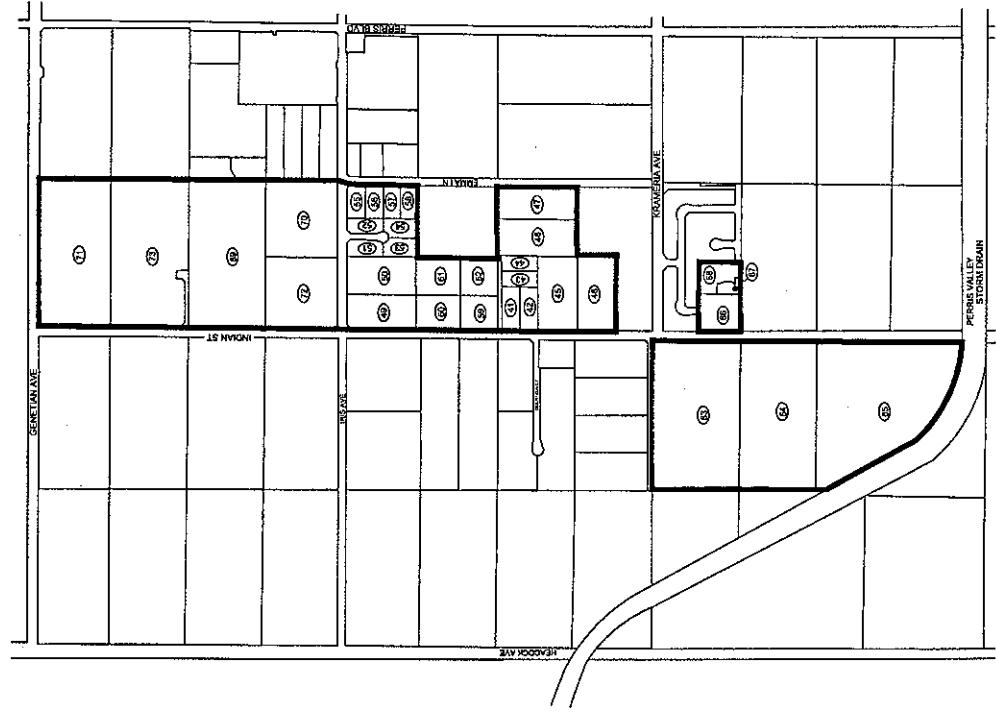
MAP REF. NO.	ASSESSOR'S PARCEL NO.
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18	316-190-011
19	316-190-012
20	316-190-016
21	316-190-018
22	316-190-022
23	316-190-023
24	316-190-024
25	316-190-025
26	316-190-026
27	316-190-033
28	316-190-036
29	316-190-037
30	316-190-043
31	316-190-044
32	316-200-001
33	316-200-015
34	316-200-016
35	316-200-039
36	316-200-040
37	316-210-033
38	316-210-036
39	316-210-037
40	316-210-038



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SHEET 3 OF 3

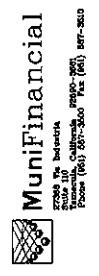
MAP OF PROPOSED BOUNDARIES OF  
 FUTURE ANNEXATION AREA OF  
 COMMUNITY FACILITIES DISTRICT NO. 7  
 CITY OF MORENO VALLEY  
 COUNTY OF RIVERSIDE  
 STATE OF CALIFORNIA



**LEGEND FOR SHEET 3**  
 BOUNDARIES OF FUTURE  
 ANNEXATION AREA OF IA NO. 3  
 OF CFD NO. 7 (FIA NO. 3)  
 MAP REFERENCE NUMBER



MAP REF. NO.	ASSESSOR'S PARCEL NO.
41	316-050-220
42	316-050-222
43	316-050-222
44	316-050-223
45	316-050-224
46	316-050-224
47	316-050-225
48	316-050-227
49	316-050-201
50	316-050-202
51	316-050-203
52	316-050-204
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67	316-050-219
68	316-050-220
69	316-050-221
70	316-050-222
71	316-050-223
72	316-050-224
73	316-050-225



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# City of Moreno Valley

## Community Facilities District No. 7

### Community Facilities District Report



June 24, 2008



*Corporate Office*

27368 Via Industria  
Suite 110  
Temecula, CA 92590  
Tel: (951) 587-3500  
Fax: (951) 587-3510

*Office Locations*

Anaheim, CA  
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Temecula, CA

Orlando, FL  
Phoenix, AZ  
Fresno, CA  
Seattle, WA

[www.muni.com](http://www.muni.com)

**ATTACHMENT 4**



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C.    Description of Facilities .....	3
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## Introduction

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WHEREAS, the City Council of the City of Moreno Valley ("City"), in the County of Riverside and State of California, did, pursuant to the terms and provisions of Chapter 2.5 of Part 1, of Division 2, of Title 5 of the Government Code of the State of California commencing with Section 53311, as amended ("Act"), and specifically Section 53321.5 thereof, expressly order the filing of a written Community Facilities District Report ("Report") with the City for a proposed community facilities district, which shall be referred to as Community Facilities District No. 7 of the City of Moreno Valley, (hereinafter referred to as "CFD No. 7"); and

WHEREAS, the Report generally contains the following:

- ♦ A brief description of the Facilities by type, which are authorized to be funded through CFD No. 7 and necessary to meet increased demands and needs placed upon the City or the Riverside County Flood Control and Water Conservation District ("Flood Control District") as a result of development within CFD No. 7;
- ♦ An estimate of the cost of financing such Facilities, including incidental expenses, determination of the amount of any Special Tax, collection of any Special Tax, and all other related costs as provided for in Section 53345.3 of the Act; and
- ♦ The Rate and Method of Apportionment of the Special Tax ("RMA") for each Improvement Area within CFD No. 7 in sufficient detail to allow each property owner within CFD No. 7 to calculate the Maximum Special Tax that may be levied against their property.

For particulars, reference is made to the Resolution of Intention, Resolution No. 2008-51 as previously approved by the City. All capitalized terms not defined herein are defined within the RMA for each Improvement Area and the Resolution of Intention.

NOW THEREFORE MuniFinancial, the appointed responsible firm directed to prepare the Report, pursuant to the provisions of the Act, does hereby submit the following:

### **A. Boundaries of CFD No. 7**

The boundaries of CFD No. 7 are divided into three separate improvement areas identified as Improvement Area No. 1, Improvement Area No. 2, and Improvement Area No. 3.

#### **1. Improvement Area No. 1**

Improvement Area No. 1 is an industrial area that encompasses a territory of land (approximately 151.45 acres) generally located north of Nandina Avenue, south of Cardinal Avenue, east of Heacock Street, and west of Indian Street and includes fifteen (15) parcels divided into two zones, Zone 1 and Zone 2. As of the writing of this Report, the parcels within this development are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers 316-170-001, 316-170-002, 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-014, 316-180-002, 316-180-003, 316-180-005, 316-180-006, 316-180-008, 316-180-009, and 316-180-010.

## **2. Improvement Area No. 2**

Improvement Area No. 2 is an industrial area that encompasses a territory of land (approximately 38.99 acres) generally located east of Improvement Area No. 1 (north of Nandina Avenue, east of Knox Street, west of Perris Boulevard, and south of San Michele Avenue) and includes ten (10) parcels. As of the writing of this Report, the parcels within this development are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers 316-200-003, 316-200-009 through 316-200-014, 316-200-018, and 316-200-028 through 316-200-029.

## **3. Improvement Area No. 3**

Improvement Area No. 3 is an industrial area that encompasses a territory of land (approximately 74.88 acres) generally located north of Improvement Area No. 1 (north of Krameria Road, south of Iris Avenue, and west of Indian Street) and includes twelve (12) parcels. As of the writing of this Report, the parcels within this development are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers 316-020-002 through 316-020-005, and 316-020-012 through 316-020-019.

The boundaries of CFD No. 7 include all properties and parcels on which a Special Tax may be levied to pay for the costs and expenses of the authorized Facilities.

A reduced scale map entitled "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California" is set forth in Exhibit A attached hereto, and incorporated herein by this reference. A full-scale map is on file in the Office of the City Clerk of the City and has been recorded with the County Recorder.

## **B. Boundaries of Future Annexation Areas**

The boundary of the Future Annexation Areas of CFD No. 7 includes all properties and parcels whose runoff is tributary to the Flood Control District Facilities proposed to be financed through the CFD, and which may be subject to the Area Drainage Plan ("ADP") fees once developed or redeveloped. The Future Annexation Areas of CFD No. 7 are composed of three distinct and separate boundaries, which correspond to each of the three Improvement Areas and their related storm drain facilities.

### **1. Future Annexation Area of Improvement Area No. 1**

The Future Annexation Area related to Improvement Area No. 1 (FIA No. 1) of CFD No. 7 encompasses two noncontiguous territories of land, totaling approximately 206.16 acres. One of the two territories is generally located north of Cardinal Avenue, east of Heacock Street, and west of the Perris Valley Storm Drain. The second of the two territories is generally located south of Nandina Avenue, west of Indian Street, and north of Oleander Avenue. Collectively, FIA No. 1 includes sixteen (16) parcels. As of the writing of this Report, the parcels within FIA No. 1 are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers: 316-100-013, 316-100-045, 316-210-005 through 316-210-008, 316-210-010, 316-210-011, 316-210-019, 316-210-020, 316-210-026, 316-210-051, 316-210-055, 316-210-057, 316-210-069 and 316-210-077.

## **2. Future Annexation Area of Improvement Area No. 2**

The Future Annexation Area related to Improvement Area No. 2 (FIA No. 2) of CFD No. 7 encompasses two noncontiguous territories of land, totaling approximately 122.83 acres. One of the two territories is generally located east of Indian Street, west of Perris Boulevard, north of Nandina Avenue, and south of the Perris Valley Storm Drain. The second of the two territories is generally located south of Nandina Avenue, north of Grove View Drive, west of Perris Boulevard, and east of Indian Street. Collectively, FIA No. 2 includes twenty-four (24) parcels. As of the writing of this Report, the parcels within FIA No. 2 are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers: 316-190-009, 316-190-011, 316-190-012, 316-190-017, 316-190-018, 316-190-022 through 316-190-025, 316-190-030, 316-190-035 through 316-190-037, 316-190-043, 316-190-044, 316-200-001, 316-200-015, 316-200-019, 316-200-030, 316-200-031 and 316-210-035 through 316-210-038.

## **3. Future Annexation Area of Improvement Area No. 3**

The Future Annexation Area related to Improvement Area No. 3 (FIA No. 3) of CFD No. 7 encompasses two noncontiguous territories of land, totaling approximately 206.16 acres. One of the two noncontiguous territories is generally located northeast of the Perris Valley Storm Drain, south of Krameria Avenue, and west of Indian Street, but also including 3 parcels east of Indian Street. The second of the two territories is generally located south of Genetian Avenue, north of Krameria Avenue, west of Indian Street, and east of Emma Lane. Collectively, FIA No. 3 includes thirty-three (33) parcels. As of the writing of this Report, the parcels within FIA No. 3 are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers: 316-020-020 through 316-020-027, 316-030-001 through 316-030-010, 316-030-016 through 316-030-019, 316-100-010, 316-100-028, 316-100-030, 316-110-003, 316-110-020, 316-110-021, 485-220-012, 485-220-014, 485-220-023, 485-220-028 and 485-220-032.

A reduced scale map entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California" is set forth in Exhibit A attached hereto, and incorporated herein by this reference. A full-scale map is on file in the Office of the City Clerk of the City and has been recorded with the Riverside County Recorder.

## **C. Description of Facilities**

CFD No. 7 is being formed to finance facilities authorized by the Act and necessary to meet increased demands and needs placed upon the City or the Flood Control District as a result of development within CFD No. 7. The facilities authorized for CFD No. 7 are generally described as the Improvement Area No. 1 Improvements, Improvement Area No. 2 Improvements, and Improvement Area No. 3 Improvements (collectively the "Facilities"), set forth in the following sections of this Report. The storm drain facilities will be owned by the Flood Control District and a Joint Community Facilities Agreement will be executed between the City and the Flood Control District as part of these proceedings. A detailed cost estimate of the Facilities is provided in Exhibit B attached hereto and incorporated herein by this reference.

## **1. Improvement Area No. 1 Improvements:**

Improvements to be financed from the proceeds of bonds issued for Improvement Area No. 1 (the "Improvement Area No. 1 Improvements") include the following, subject to modification based upon the City's final conditions of approval of the Improvement Area No. 1 Street Improvements (as defined below) or the final approval of the Plans and Specifications, or the Flood Control District's final conditions of approval of the Improvement Area No. 1 Flood Control Facilities (as defined below) or the final approval of the plans and specifications.

### **a. Improvement Area No. 1 Street Improvements:**

1. Nandina Avenue will be improved from Heacock Street to Indian Street – North Side – the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (at the intersections of Indian Street/Nandina Avenue), striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
2. Heacock Street will be improved from Nandina Street to Komar Property Line – the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (as the intersection of Heacock Street and San Michele Avenue), local depressions and catch basins.
3. Traffic signal installation at the intersection of Indian Street and San Michele Avenue.

### **b. Improvement Area No. 1 Flood Control Facilities:**

The Master Plan storm drain facilities identified as Perris Valley Lateral B-3a through B-3g and Lateral B-3.2, including all appurtenant box culverts, appurtenant laterals, and utility relocations necessary to implement the work.

## **2. Improvement Area No. 2 Improvements:**

Improvements to be financed from the proceeds of bonds issued for Improvement Area No. 2 (the "Improvement Area No. 2 Improvements") include the following subject to modification based upon the City's final conditions of approval of the Improvement Area No. 2 Street Improvements (as defined below) or the final approval of the Plans and Specifications, or the Flood Control District's final conditions of approval of the Improvement Area No. 2 Flood Control Facilities (as defined below) or the final approval of the plans and specifications.

### **a. Improvement Area No. 2 Street Improvements:**

Nandina Avenue to First Industrial Property Line - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.

### **b. Improvement Area No. 2 Flood Control Facilities:**

The Master Drainage Plan for storm drain facilities identified as Perris Valley Laterals B-1 and B-1.2, including all appurtenant box culverts and laterals.

### **3. Improvement Area No. 3 Improvements:**

Improvements to be financed from the proceeds of bonds issued for Improvement Area No. 3 ("Improvement Area No. 3 Improvements") include the following subject to modification based upon the City's final conditions of approval of the Improvement Area No. 3 Street and Utility Improvements (as defined below) or the final approval of the Plans and Specifications, or the Flood Control District's final conditions of approval of the Improvement Area No. 3 Flood Control Facilities (as defined below) or the final approval of the plans and specifications.

#### **a. Improvement Area No. 3 Street Improvements:**

1. Indian Street from Iris Avenue to Krameria Avenue - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (at the intersections of Indian Street and Iris Avenue and Indian Street and Krameria Avenue) striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
2. Iris Avenue from Street "A" to Indian Street - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (at the intersections of Iris Avenue and Future Street) striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
3. Street "A" from Iris Avenue to Krameria Avenue - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
4. Krameria Avenue from Indian Street to Street "A" - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.

#### **b. Improvement Area No. 3 Utility Improvements:**

Undergrounding of overhead utilities adjacent to or in the Street Improvements for Indian Street described above.

#### **c. Improvement Area No. 3 Flood Control Facilities:**

The Master Drainage Plan for storm drain facilities identified as Sunnymead Line D-1, including all appurtenant box culverts and laterals.

## D. Rate and Method of Apportionment of Special Tax

The Resolution of Intention sets forth the RMA for each Improvement Area within CFD No. 7, which allows each property owner within CFD No. 7 to calculate the maximum annual amount that would be required for payment if a Special Tax were levied. **The information detailed in this section is a general summary of the RMA for each Improvement Area within CFD No. 7, and is not intended to be, nor interpreted as, complete or authoritative versions of the RMA for each Improvement Area.** The RMAs related to Improvement Area No. 1, Improvement Area No. 2, and Improvement Area No. 3 are set forth in Exhibits C, D, and E, respectively, attached hereto, and incorporated herein by this reference. Defined terms in section D of this report are used as defined per the respective RMAs.

### Maximum Special Taxes

#### A. Improvement Area No. 1

##### 1. Zone 1

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property within Zone 1 shall be subject to a Maximum Special Tax equal to \$7,999 per Acre. The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to Improvement Area No. 1 (IA No. 1), or if there is an adjustment to the Special Tax in accordance with Section D of the RMA for IA No. 1. The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 1, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 1 (\$7,999 per Acre) by the minimum taxable Acreage originally established for Zone 1 (47.92 Acres).

$$[\$7,999 \times 47.92 = \$383,312]$$

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3 of the RMA for IA No. 1.

3) The new Maximum Special Tax for Taxable Property within Zone 1 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 49.44%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 1 (47.92 Acres), exclusive of Annexed Property.

$$[\$383,312 - (\text{Step 2 result} \times 0.4944)] / 47.92 =$$

Maximum Special Tax per Acre for Taxable Property within Zone 1



**2. Zone 2**

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property within Zone 2 shall be subject to a Maximum Special Tax equal to \$4,750 per Acre. The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 1, or if there is an adjustment to the Special Tax in accordance with Section D of the RMA for IA No. 1. The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 2, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 2 (\$4,750 per Acre) by the minimum taxable Acreage for Zone 2 (82.53 Acres).

$$[\$4,750 \times 82.53 = \$392,018]$$

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3 of the RMA for IA No. 1.

3) The new Maximum Special Tax for Taxable Property within Zone 2 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 50.56%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 2 (82.53 Acres), exclusive of Annexed Property.

$$[\$392,018 - (\text{Step 2 result} \times 0.5056)] / 82.53 =$$

Maximum Special Tax per Acre for Taxable Property within Zone 2

**3. Annexed Property**

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A of the RMA for IA No. 1, which is attached as Exhibit C and incorporated herein by reference.

**B. Improvement Area No. 2**

**1. Taxable Property**

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to \$8,287 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to Improvement Area No. 2 (IA No. 2) of CFD No.7. Once Annexed Property exists within IA No. 2 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 2 (\$8,287 per Acre) by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

$$[\$8,287 \times 33.89 = \$280,846]$$

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2 of the RMA for IA No. 2.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

$$[\$280,846 - \text{Step 2 result}] / 33.89 =$$

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

**2. Annexed Property**

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A of the RMA for IA No. 2, which is attached as Exhibit D and incorporated herein by reference.

**C. Improvement Area No. 3**

**1. Taxable Property**

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to \$5,769 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to Improvement Area No. 3 (IA No. 3) of CFD No.7. Once Annexed Property exists within IA No. 3 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 3 (\$5,769 per Acre) by the minimum taxable Acreage originally established for IA No. 3 (65.19 Acres).

$$[\$5,769 \times 65.19 = \$376,081]$$

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2 of the RMA for IA No. 3.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 3 (65.19 Acres).

$$[\$376,081 - \text{Step 2 result}] / 65.19 =$$

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property



## **2. Annexed Property**

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A of the RMA for IA No. 3, which is attached as Exhibit E and incorporated herein by reference.

## **Administrative Adjustments to the Maximum Special Tax**

### **1. Prior to Issuance of Bonds**

Prior to the issuance of the first series of Bonds, for each respective Improvement Area, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property within the applicable Improvement Area, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) for the applicable Improvement Area identified herein in order to comply with the Goals and Policies. If a mandatory Special Tax reduction is implemented, the same percent reduction shall be applied to the Maximum Special Tax for each Zone, if applicable, exclusive of the Maximum Special Tax for Annexed Property, and the City Council shall cause an "Amended Notice of Special Tax Lien" to be recorded in compliance with the Act. The amount of Bonds that may be issued for the applicable Improvement Area will be recalculated and shall not exceed an amount, in which, the Maximum Special Taxes that could be levied on Taxable Property within the applicable Improvement Area in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds associated with such Improvement Area.

### **2. Subsequent to Issuance of Bonds**

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property within the applicable Improvement Area to less than the amount identified in Section I of the applicable RMA for such Improvement Area, then a mandatory prepayment must be made in accordance with the Prepayment provisions as set forth under Sections F and G of the RMA for the applicable Improvement Area. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

## Method of Apportionment

Special Taxes within each Improvement Area shall be levied to satisfy each Improvement Area's respective Special Tax Requirement, in accordance with the following procedures. Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property within each Improvement Area, independent of the other two Improvement Areas, until the total amount of Special Taxes levied within such Improvement Area equals the applicable Special Tax Requirement in accordance with the following steps:

- Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

### Prepayment of Special Tax

The Special Tax obligation of an Assessor's Parcel of Taxable Property within CFD No. 7 may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula:

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
<u>less</u>	<u>Capitalized Interest Credit</u>
equals	Prepayment Amount

The Special Tax obligation of an Assessor's Parcel of Taxable Property may also be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

- PP = the Partial Prepayment Amount.
- P<sub>F</sub> = the Prepayment Amount calculated above.
- F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.
- A = Administrative Fees

## Termination of Special Tax

For each Fiscal Year that any Bonds are outstanding for the applicable Improvement Area, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within such Improvement Area. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year

## Exemptions

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property within Improvement Area No. 1 to less than 47.92 Acres within Zone 1, or to less than 82.53 Acres within Zone 2; within Improvement Area No. 2, to less than 33.89 Acres; and within Improvement Area No. 3, to less than 65.19 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the applicable Maximum Special Tax. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the applicable Maximum Special Tax.

## E. Conclusion

Based on information provided by, and discussions with, the City, Flood Control District, and the property owners, the Facilities are authorized to be financed by the Act and are necessary as a result of development occurring within the boundaries of CFD No. 7. Further, it is my opinion that the Special Taxes per the RMAs for Improvement Area No. 1, Improvement Area No. 2, and Improvement Area No. 3 as set forth in Exhibits C, D, and E, respectively, are equitable and are not discriminatory or arbitrary and permits a purchaser of property subject to the Special Tax sufficient means of determining their obligation.

MuniFinancial



By: Chris Fisher, Principal Consultant

## **Exhibit A – Description of Boundaries**

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### ***Boundaries of CFD No. 7***

The boundaries of CFD No. 7 is comprised of three separate Improvement Areas which will be shown on that certain map to be kept on file in the Office of the City Clerk entitled “Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California.” This map indicates, by a boundary line, the extent of the territory included in CFD No. 7 at the time of the formation of CFD No. 7. The parcels of real property within CFD No. 7 are described more particularly on the Assessor Parcel Maps that are on file in the office of the Riverside County Assessor or on Maps filed with the County Recorder in connection with lot line adjustments and are incorporated into this Report by reference.

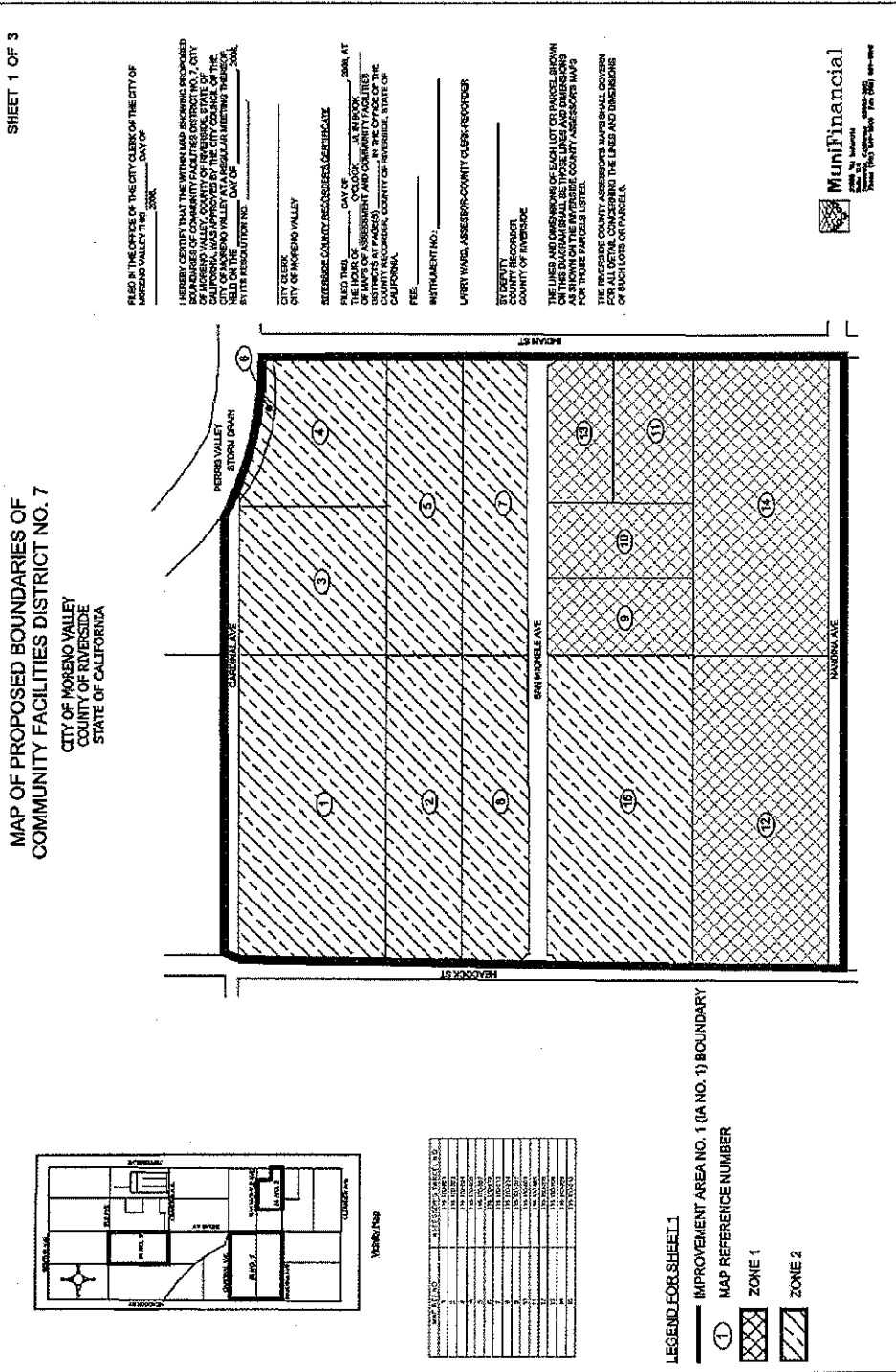
A reduced copy of the boundary map follows. The original of such map has been recorded in the records of the County Recorder, County of Riverside, State of California, recorded May 16, 2008 as Instrument No. 2008-0265595, in Book 73 Pages 6-8 of Maps of Assessment and Community Facilities Districts.

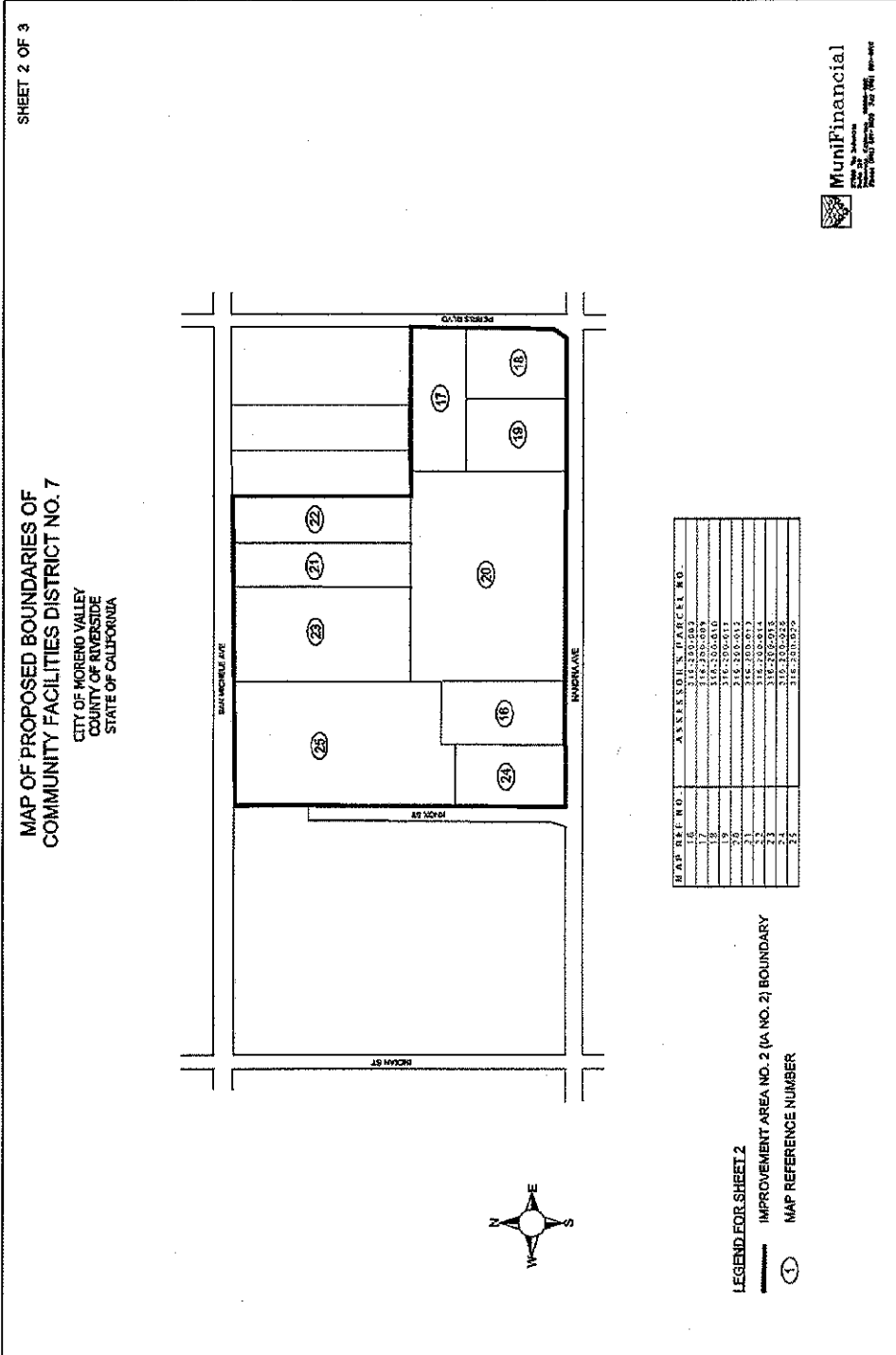
### ***Boundaries of Future Annexation Area of CFD No. 7***

The boundaries of the Future Annexation Area of CFD No. 7 is comprised of three separate Improvement Areas which will be shown on that certain map to be kept on file in the Office of the City Clerk entitled “Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California.” This map indicates, by a boundary line, the extent of the future territory included in CFD No. 7 upon annexation. The parcels of real property within CFD No. 7 are described more particularly on the Assessor Parcel Maps that are on file in the office of the Riverside County Assessor or on Maps filed with the County Recorder in connection with lot line adjustments and are incorporated into this Report by reference.

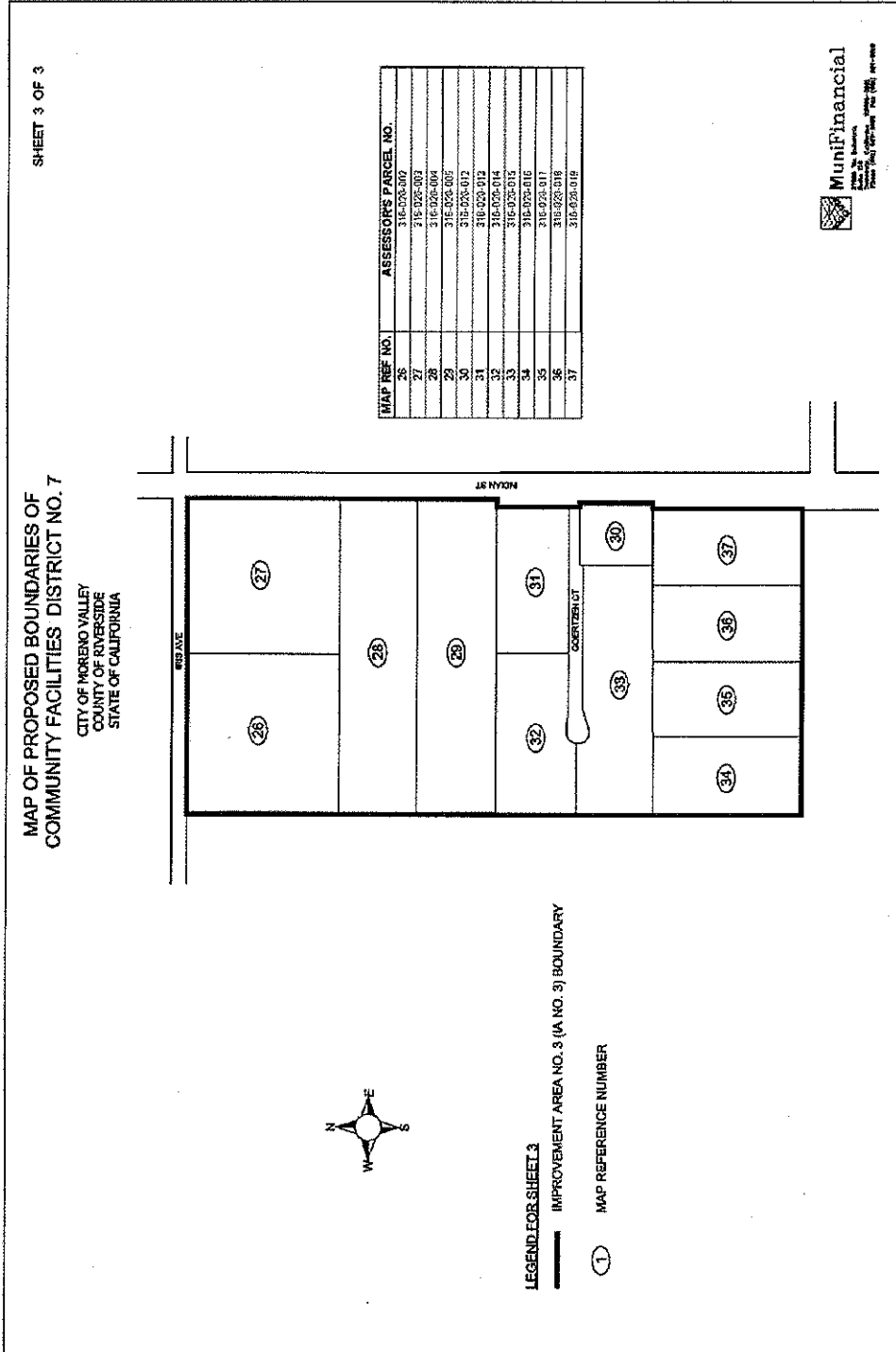
A reduced copy of the boundary map follows. The original of such map has been recorded in the records of the County Recorder, County of Riverside, State of California, recorded May 16, 2008 as Instrument No. 2008-0265596, in Book 73 Pages 9-11 of Maps of Assessment and Community Facilities Districts.







June 24, 2008



**MAP OF PROPOSED BOUNDARIES OF  
FUTURE ANNEXATION AREA OF  
COMMUNITY FACILITIES DISTRICT NO. 7  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

SHEET 1 OF 3

**LEGEND FOR SHEET 1**

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 1 OF CFD NO. 7 (FA NO. 1)

MAP REFERENCE NUMBER

MAP REF. NO.	ASSESSOR'S PARCEL NO.
1	21-50-01
2	21-50-02
3	21-50-03
4	21-50-04
5	21-50-05
6	21-50-06
7	21-50-07
8	21-50-08
9	21-50-09
10	21-50-10
11	21-50-11
12	21-50-12
13	21-50-13
14	21-50-14
15	21-50-15

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS PREPARED AND SUBMITTED TO THE CITY CLERK OF MORENO VALLEY AT A REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008, BY THE RESOLUTION NO. \_\_\_\_\_.

CITY CLERK \_\_\_\_\_  
CITY OF MORENO VALLEY

RIVERSIDE COUNTY REGISTERED GENEALOGIST \_\_\_\_\_  
RIVERSIDE COUNTY REGISTERED GENEALOGIST

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008 AT \_\_\_\_\_  
THE OFFICE OF THE COUNTY CLERK OF RIVERSIDE COUNTY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEES \_\_\_\_\_  
INSTRUMENT NO. \_\_\_\_\_  
LARRY WARD, ASSESSOR-COUNTY CLERK-RIVERSIDE

RIVERSIDE COUNTY REGISTERED GENEALOGIST \_\_\_\_\_  
COUNTY OF RIVERSIDE

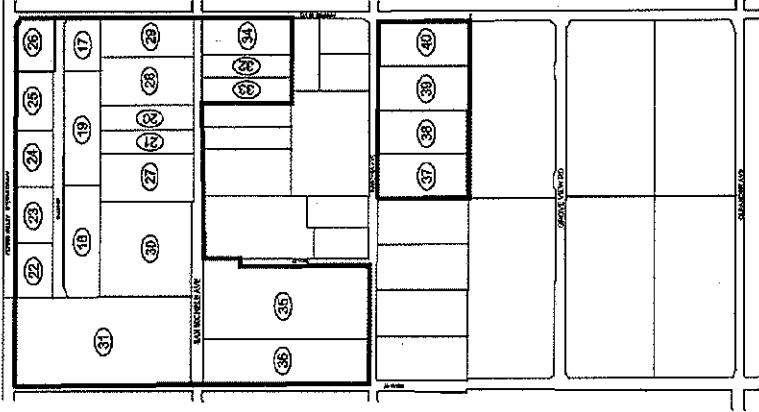
THE LINES AND NUMBERS OF EACH LOT OR PARCEL SHOWN ON THIS MAP SHALL BE VALID AND SHALL BE USED BY THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN IN THE EVENT OF ANY DISCREPANCY BETWEEN THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

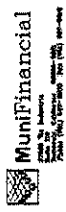
MAP OF PROPOSED BOUNDARIES OF  
 FUTURE ANNEXATION AREA OF  
 COMMUNITY FACILITIES DISTRICT NO. 7  
 CITY OF MORENO VALLEY  
 COUNTY OF RIVERSIDE  
 STATE OF CALIFORNIA

SHEET 2 OF 3

LEGEND FOR SHEET 2  
 BOUNDARIES OF FUTURE  
 ANNEXATION AREA OF I.A. NO. 2  
 OF CFD NO. 7 (FIA NO. 2)  
 (1) MAP REFERENCE NUMBER



MAP REF. NO.	ASSASSINATED PARCEL NO.
1	1011112531
2	1011112532
3	1011112533
4	1011112534
5	1011112535
6	1011112536
7	1011112537
8	1011112538
9	1011112539
10	1011112540
11	1011112541
12	1011112542
13	1011112543
14	1011112544
15	1011112545
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39	1011112569
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62	1011112592
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64	1011112594
65	1011112595
66	1011112596
67	1011112597
68	1011112598
69	1011112599
70	1011112600





## Exhibit B – Cost Estimates

### Facilities

It is proposed that CFD No. 7 incur bonded indebtedness, secured by the levy of the Special Tax within CFD No. 7, for the purpose of financing the authorized Facilities within CFD No. 7. The list below should not be interpreted as a hierarchy of which Facilities should be financed first. The priority of the Facilities proposed to be financed shall be determined by the City.

Description	Total Fees, Facilities, and Incidental Costs	Improvement Area 1	Improvement Area 2	Improvement Area 3
<b>CFD Hard Cost</b>				
Storm Drain	\$ 6,187,394	\$ 3,600,000	\$ 1,300,394	\$ 1,287,000
Gas Line Relocation for Storm Drain	125,000	125,000	-	-
Street / ROW Improvements	1,627,813	985,906	-	641,907
SUBTOTAL	7,940,207	4,710,906	1,300,394	1,928,907
Hard Cost Contingency (@ 10.00%)	794,021	471,091	130,039	192,891
<b>TOTAL HARD COST</b>	<b>8,734,228</b>	<b>\$ 5,181,997</b>	<b>\$ 1,430,433</b>	<b>\$ 2,121,798</b>
<b>CFD Soft Cost</b>				
Civil Engineering (@3.00%)	238,206	141,327	39,012	57,867
Construction Staking (@1.00%)	79,402	47,109	13,004	19,289
Fees-General Contractor (@8.00%)	698,738	414,560	114,435	169,744
General Conditions (@3.00%)	262,027	155,460	42,913	63,654
Landscape Architect	-	-	-	-
Plan check & Permits (@3.00%)	238,206	141,327	39,012	57,867
Soils/Materials Testing (@1.00%)	79,402	47,109	13,004	19,289
SUBTOTAL	1,595,982	946,892	261,379	387,710
Soft Cost Contingency (@2.00%)	31,920	18,938	5,228	7,754
<b>TOTAL SOFT COST</b>	<b>\$ 1,627,901</b>	<b>\$ 965,830</b>	<b>\$ 266,607</b>	<b>\$ 395,465</b>
<b>TOTAL IMPROVEMENT COSTS</b>	<b>\$ 10,362,129</b>	<b>\$ 6,147,827</b>	<b>\$ 1,697,040</b>	<b>\$ 2,517,262</b>
<b>Incidental Cost</b>				
Reserve Fund	1,165,410	659,258	209,767	296,385
Capitalized Interest	1,121,418	597,445	225,624	298,349
Underwriter Discount	276,374	157,974	49,069	69,331
Cost of Issuance	977,500	439,000	248,000	290,500
<b>TOTAL INCIDENTAL COSTS</b>	<b>\$ 3,540,701</b>	<b>\$ 1,853,676</b>	<b>\$ 732,460</b>	<b>\$ 954,565</b>
<b>TOTAL COSTS</b>	<b>\$ 13,902,830</b>	<b>\$ 8,001,503</b>	<b>\$ 2,429,500</b>	<b>\$ 3,471,828</b>



## **Exhibit C – Improvement Area No. 1 RMA**

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### **IMPROVEMENT AREA No. 1 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY**

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 1") each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. IA No. 1 consists of two zones, designated as Zone 1 and Zone 2. All of the real property within IA No. 1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

#### **A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre" or "Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

**"Act"** means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 1 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 1, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 1 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 1.

**"Annexed Property"** means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 1.

**"Assessor's Parcel"** means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 1.

**“Assessor’s Parcel Map”** means an official map of the Assessor of the County designating parcels by Assessor’s Parcel number.

**“Bonds”** means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

**“Boundary Map”** means the “Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California,” filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

**“Building Permit”** means a permit for new construction for a non-residential structure. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

**“Calendar Year”** means the period commencing January 1 of any year and ending the following December 31.

**“CFD Administrator”** means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 1.

**“CFD No. 7”** means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

**“City”** means the City of Moreno Valley.

**“City Council”** means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

**“County”** means the County of Riverside.

**“Developed Property”** means all Assessor’s Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor’s Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

**“Exempt Property”** means all Assessor’s Parcels within IA No. 1 which are exempt from the Special Taxes pursuant to law or Section I herein.

**“Facilities”** means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

**“Final Map”** means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

**“Fiscal Year”** means the period commencing on July 1 of any year and ending the following June 30.

**“Future Annexation Area”** means all Assessor’s Parcels within the future annexation area of IA No. 1 as determined by reference to the boundary map entitled “Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno

Valley, County of Riverside, State of California,” filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

**“Goals and Policies”** means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

**“Improvement Area No. 1” or “IA No. 1”** means the area within CFD No. 7 designated as Improvement Area No. 1 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

**“Indenture”** means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

**“Maximum Special Tax”** means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

**“Partial Prepayment Amount”** means the amount required to prepay a portion of the Special Tax obligation for an Assessor’s Parcel, as described in Section G.

**“Prepayment Amount”** means the amount required to prepay the Special Tax obligation in full for an Assessor’s Parcel, as described in Section F.

**“Proportionately”** means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Public Property.

**“Provisional Property”** means all Assessor’s Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the sum of all Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2.

**“Public Property”** means any property within the boundaries of IA No. 1 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

**“Special Tax”** means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

**“Special Tax Requirement”** means the amount required in any Fiscal Year for IA No. 1 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less

(vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

**“Taxable Property”** means all Assessor’s Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

**“Taxable Public Property”** means all Assessor’s Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the sum of all Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2.

**“Trustee”** means the trustee, fiscal agent, or paying agent under the Indenture.

**“Undeveloped Property”** means all Assessor’s Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

**“Zone”** means one of the two mutually exclusive geographic areas defined below.

- **“Zone 1”** means the area within IA No. 1 designated as zone 1 by reference to the Boundary Map.
- **“Zone 2”** means the area within IA No. 1 designated as zone 2 by reference to the Boundary Map.

## **B. CLASSIFICATION OF ASSESSOR’S PARCELS**

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor’s Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor’s Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

## **C. MAXIMUM SPECIAL TAXES**

### **1. ZONE 1**

#### ***Taxable Property***

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor’s Parcel of Taxable Property within Zone 1 shall be subject to a Maximum Special Tax equal to \$7,999 per Acre.

The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as Assessor’s Parcels within the Future Annexation Area are annexed to IA No. 1, or if there is an adjustment to the Special Tax in accordance with Section D. The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 1, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 1 (\$7,999 per Acre) by the minimum taxable Acreage originally established for Zone 1 as defined in Section I (47.92 Acres).

$$[\$7,999 \times 47.92 = \$383,312]$$

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3.

3) The new Maximum Special Tax for Taxable Property within Zone 1 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 49.44%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 1 (47.92 Acres), exclusive of Annexed Property.

$$\frac{[\$383,312 - (\text{Step 2 result} * 0.4944)]}{47.92} =$$

Maximum Special Tax per Acre for Taxable Property within Zone 1

## **2. ZONE 2**

### ***Taxable Property***

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property within Zone 2 shall be subject to a Maximum Special Tax equal to \$4,750 per Acre.

The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 1, or if there is an adjustment to the Special Tax in accordance with Section D. The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 2, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 2 (\$4,750 per Acre) by the minimum taxable Acreage for Zone 2 as defined in Section I (82.53 Acres).

$$[\$4,750 \times 82.53 = \$392,018]$$

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3.

3) The new Maximum Special Tax for Taxable Property within Zone 2 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 50.56%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 2 (82.53 Acres), exclusive of Annexed Property.

$$\frac{[\$392,018 - (\text{Step 2 result} * 0.5056)]}{82.53} =$$

Maximum Special Tax per Acre for Taxable Property within Zone 2

## **3. Annexed Property**

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.

## **D. Administrative Adjustments to the Maximum Special Tax**

### **1. Prior to Issuance of Bonds**

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 1, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the same percent reduction shall be applied to the Maximum Special Tax for each Zone, exclusive of the Maximum Special Tax for Annexed Property set forth in Exhibit A, and the City Council shall cause an "Amended Notice of Special Tax Lien" to be recorded in compliance with the Act. The amount of Bonds that may be issued will be recalculated and shall not exceed an amount, in which, the Maximum Special Taxes that could be levied on Taxable Property within IA No. 1 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

### **2. Subsequent to Issuance of Bonds**

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

### **E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

- Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.



## **F. PREPAYMENT OF SPECIAL TAX**

The following definitions apply to this Section F:

**“Facilities Costs”** means either \$6.15 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 1 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.

**“Construction Inflation Index”** means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

**“Future Facilities Costs”** means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.

**“Improvement Fund”** means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

**“Outstanding Bonds”** means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

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The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
less	<u>Capitalized Interest Credit</u>
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.
2. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.
3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.
0. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
1. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 1 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.
2. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."
3. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.
4. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.
5. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."

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10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than \$0.
12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").
13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

## **G. PARTIAL PREPAYMENT OF SPECIAL TAX**

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P<sub>F</sub> = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

## **H. TERMINATION OF SPECIAL TAX**

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 1 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.

## **I. EXEMPTIONS**

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

## **J. APPEALS**

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

## **K. MANNER OF COLLECTION**

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

**Exhibit A**

**IMPROVEMENT AREA 1 NO. OF  
CITY OF MORENO VALLEY CFD NO. 7  
MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY <sup>(1)</sup>**

<u>Year After Formation</u>	<u>Maximum Special Tax per Acre</u>
1	\$658
2	\$665
3	\$673
4	\$682
5	\$692
6	\$702
7	\$714
8	\$727
9	\$742
10	\$758
11	\$777
12	\$798
13	\$821
14	\$848
15	\$879
16	\$915
17	\$956
18	\$1,005
19	\$1,064
20	\$1,135
21	\$1,222
22	\$1,332
23	\$1,474
24	\$1,665
25	\$1,934
26	\$2,339
27	\$3,015
28	\$4,371
29	\$8,446

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.25%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

## **Exhibit D – Improvement Area No. 2 RMA**

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### **IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY**

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 2 of Community Facilities District No. 7 of the City of Moreno Valley (“IA No. 2”) each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for “Developed Property,” “Undeveloped Property,” “Provisional Property,” and “Taxable Public Property” as described below. All of the real property within IA No. 2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

#### **A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

“**Acre**” or “**Acreage**” means the land area of an Assessor’s Parcel as shown on an Assessor’s Parcel Map, or if the land area is not shown on an Assessor’s Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor’s Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

“**Act**” means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

“**Administrative Expenses**” means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 2 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 2, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 2 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 2.

“**Annexed Property**” means Assessor’s Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 2.

“**Assessor’s Parcel**” means a lot or parcel of land designated on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number within the boundaries of IA No. 2.

“**Assessor’s Parcel Map**” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel number.



**"Bonds"** means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

**"Boundary Map"** means the "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

**"Building Permit"** means a permit for new construction for a non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

**"Calendar Year"** means the period commencing January 1 of any year and ending the following December 31.

**"CFD Administrator"** means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 2.

**"CFD No. 7"** means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

**"City"** means the City of Moreno Valley.

**"City Council"** means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

**"County"** means the County of Riverside.

**"Developed Property"** means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor's Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

**"Exempt Property"** means all Assessor's Parcels within IA No. 2 which are exempt from the Special Taxes pursuant to law or Section I herein.

**"Facilities"** means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

**"Final Map"** means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

**"Fiscal Year"** means the period commencing on July 1 of any year and ending the following June 30.

**"Future Annexation Area"** means all Assessor's Parcels within the future annexation area of IA No. 2 as determined by reference to the boundary map entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

**“Goals and Policies”** means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

**“Improvement Area No. 2” or “IA No. 2”** means the area within CFD No. 7 designated as Improvement Area No. 2 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

**“Indenture”** means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

**“Maximum Special Tax”** means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

**“Partial Prepayment Amount”** means the amount required to prepay a portion of the Special Tax obligation for an Assessor’s Parcel, as described in Section G.

**“Prepayment Amount”** means the amount required to prepay the Special Tax obligation in full for an Assessor’s Parcel, as described in Section F.

**“Proportionately”** means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Public Property.

**“Provisional Property”** means all Assessor’s Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

**“Public Property”** means any property within the boundaries of IA No. 2 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

**“Special Tax”** means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

**“Special Tax Requirement”** means the amount required in any Fiscal Year for IA No. 2 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less (vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

**“Taxable Property”** means all Assessor’s Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

**“Taxable Public Property”** means all Assessor’s Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

**“Trustee”** means the trustee, fiscal agent, or paying agent under the Indenture.

**“Undeveloped Property”** means all Assessor’s Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

**B. CLASSIFICATION OF ASSESSOR’S PARCELS**

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor’s Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor’s Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

**C. MAXIMUM SPECIAL TAXES**

**1. Taxable Property**

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor’s Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to \$8,287 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor’s Parcels within the Future Annexation Area are annexed to IA No. 2 of CFD No.7. Once Annexed Property exists within IA No. 2 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

- 1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 2 (\$8,287 per Acre) by the minimum taxable Acreage originally established for IA No. 2 as defined in Section I (33.89 Acres).

$[\$8,287 \times 33.89 = \$280,846]$

- 2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2.

- 3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

$[\$280,846 - \text{Step 2 result}] / 33.89 =$

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

**2. Annexed Property**

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.

## **D. Administrative Adjustments to the Maximum Special Tax**

### **1. Prior to Issuance of Bonds**

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 2, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the amount of Bonds that may be issued will be recalculated and shall not exceed an amount in which the Maximum Special Taxes that could be levied on Taxable Property within IA No. 2 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

### **2. Subsequent to Issuance of Bonds**

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 33.89 Acres, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

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### **E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

- Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

## **F. PREPAYMENT OF SPECIAL TAX**

The following definitions apply to this Section F:

**“Facilities Costs”** means either \$1.73 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 2 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.

**“Construction Inflation Index”** means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

**“Future Facilities Costs”** means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.

**“Improvement Fund”** means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

**“Outstanding Bonds”** means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

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The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
<u>less</u>	<u>Capitalized Interest Credit</u>
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.
1. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.
3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 2 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.
6. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."
7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.
8. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.



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9. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."
10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than \$0.
12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").
13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

### **G. PARTIAL PREPAYMENT OF SPECIAL TAX**

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P<sub>F</sub> = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

### **H. TERMINATION OF SPECIAL TAX**

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 2 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.

## **I. EXEMPTIONS**

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 33.89 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

## **J. APPEALS**

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

## **K. MANNER OF COLLECTION**

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

**Exhibit A**

**IMPROVEMENT AREA NO. 2 OF  
CITY OF MORENO VALLEY CFD NO. 7  
MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY <sup>(1)</sup>**

<b>Year After Formation</b>	<b>Maximum Special Tax per Acre</b>
1	\$674
2	\$681
3	\$689
4	\$697
5	\$707
6	\$718
7	\$729
8	\$742
9	\$757
10	\$773
11	\$791
12	\$812
13	\$835
14	\$862
15	\$893
16	\$928
17	\$970
18	\$1,019
19	\$1,077
20	\$1,148
21	\$1,235
22	\$1,345
23	\$1,487
24	\$1,678
25	\$1,947
26	\$2,352
27	\$3,029
28	\$4,386
29	\$8,466

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.50%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

## **Exhibit E – Improvement Area No. 3 RMA**

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### **IMPROVEMENT AREA NO. 3 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY**

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 3 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 3") each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. All of the real property within IA No. 3, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

#### **A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre" or "Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

**"Act"** means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 3 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 3, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 3 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 3.

**"Annexed Property"** means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 3.

**"Assessor's Parcel"** means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 3.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

**“Bonds”** means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

**“Boundary Map”** means the “Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California,” filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

**“Building Permit”** means a permit for new construction for a non-residential structure. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

**“Calendar Year”** means the period commencing January 1 of any year and ending the following December 31.

**“CFD Administrator”** means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 3.

**“CFD No. 7”** means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

**“City”** means the City of Moreno Valley.

**“City Council”** means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

**“County”** means the County of Riverside.

**“Developed Property”** means all Assessor’s Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor’s Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

**“Exempt Property”** means all Assessor’s Parcels within IA No. 3 which are exempt from the Special Taxes pursuant to law or Section I herein.

**“Facilities”** means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

**“Final Map”** means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

**“Fiscal Year”** means the period commencing on July 1 of any year and ending the following June 30.

**“Future Annexation Area”** means all Assessor’s Parcels within the future annexation area of IA No. 3 as determined by reference to the boundary map entitled “Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California,” filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

**“Goals and Policies”** means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

**“Improvement Area No. 3”** or **“IA No. 3”** means the area within CFD No. 7 designated as Improvement Area No. 3 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

**“Indenture”** means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

**“Maximum Special Tax”** means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

**“Partial Prepayment Amount”** means the amount required to prepay a portion of the Special Tax obligation for an Assessor’s Parcel, as described in Section G.

**“Prepayment Amount”** means the amount required to prepay the Special Tax obligation in full for an Assessor’s Parcel, as described in Section F.

**“Proportionately”** means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Public Property.

**“Provisional Property”** means all Assessor’s Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the total Acreage of all Taxable Property to less than 65.19 Acres.

**“Public Property”** means any property within the boundaries of IA No. 3 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

**“Special Tax”** means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

**“Special Tax Requirement”** means the amount required in any Fiscal Year for IA No. 3 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less (vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.



**“Taxable Property”** means all Assessor’s Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

**“Taxable Public Property”** means all Assessor’s Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the total Acreage of all Taxable Property to less than 65.19 Acres.

**“Trustee”** means the trustee, fiscal agent, or paying agent under the Indenture.

**“Undeveloped Property”** means all Assessor’s Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

**B. CLASSIFICATION OF ASSESSOR’S PARCELS**

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor’s Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor’s Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

**C. MAXIMUM SPECIAL TAXES**

**1. Taxable Property**

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor’s Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to \$5,769 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor’s Parcels within the Future Annexation Area are annexed to IA No. 3 of CFD No.7. Once Annexed Property exists within IA No. 3 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 3 (\$5,769 per Acre) by the minimum taxable Acreage originally established for IA No. 3 as defined in Section I (65.19 Acres).

$$[\$5,769 \times 65.19 = \$376,081]$$

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 3 (65.19 Acres).

$$[\$376,081 - \text{Step 2 result}] / 65.19 =$$

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

## **2. Annexed Property**

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.

### **D. Administrative Adjustments to the Maximum Special Tax**

#### **1. Prior to Issuance of Bonds**

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 3, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the amount of Bonds that may be issued will be recalculated and shall not exceed an amount in which the Maximum Special Taxes that could be levied on Taxable Property within IA No. 3 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

#### **2. Subsequent to Issuance of Bonds**

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 65.19 Acres, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

### **E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

- Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

## **F. PREPAYMENT OF SPECIAL TAX**

The following definitions apply to this Section F:

**“Facilities Costs”** means either \$2.52 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 3 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.

**“Construction Inflation Index”** means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

**“Future Facilities Costs”** means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.

**“Improvement Fund”** means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

**“Outstanding Bonds”** means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor’s Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor’s Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor’s Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor’s Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor’s Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

June 24, 2008

City of Moreno Valley  
Communities Facilities District No. 7

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
less	<u>Capitalized Interest Credit</u>
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.
2. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.
3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 3 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.
6. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."
7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.
8. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.

June 24, 2008

City of Moreno Valley  
Communities Facilities District No. 7

9. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."
10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than \$0.
12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").
13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

### **G. PARTIAL PREPAYMENT OF SPECIAL TAX**

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

$P_F$  = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

### **H. TERMINATION OF SPECIAL TAX**

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 3 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.



## **I. EXEMPTIONS**

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 65.19 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

## **J. APPEALS**

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

## **K. MANNER OF COLLECTION**

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

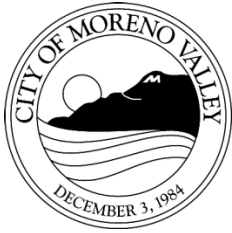
**Exhibit A**

**IMPROVEMENT AREA NO. 3 OF  
CITY OF MORENO VALLEY CFD NO. 7  
MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY <sup>(1)</sup>**

<u>Year After Formation</u>	<u>Maximum Special Tax per Acre</u>
1	\$439
2	\$444
3	\$449
4	\$455
5	\$461
6	\$468
7	\$475
8	\$484
9	\$493
10	\$504
11	\$516
12	\$529
13	\$545
14	\$562
15	\$582
16	\$605
17	\$632
18	\$664
19	\$702
20	\$748
21	\$805
22	\$877
23	\$970
24	\$1,094
25	\$1,269
26	\$1,533
27	\$1,974
28	\$2,859
29	\$5,518

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.50%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** August 28, 2012

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

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### RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of July 4 – August 21, 2012.

<i>Reports on Reimbursable Activities</i> July 4 – August 21, 2012		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina	7/25/12	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
Richard A. Stewart	8/7/12	Moreno Valley Hispanic Chamber of Commerce Adelante

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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**MINUTES - REGULAR MEETING OF JULY 10, 2012 (Report  
of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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**MINUTES - REGULAR MEETING OF JULY 10, 2012 (Report  
of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

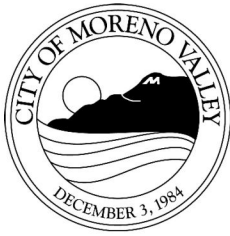
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**MINUTES - REGULAR MEETING OF JULY 10, 2012 (Report  
of: City Clerk's Department)**

**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>vrj</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** August 28, 2012

**TITLE:** A PUBLIC HEARING FOR A CITYWIDE AMENDMENT (PA10-0022) TO TITLE 9, CHAPTER 9.08, SECTION 9.08.100, "LIGHTING", SECTION 9.08.190, "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV, "APPLICATIONS FOR HILLSIDE DEVELOPMENT", SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES" ARTICLE VI, "APPLICATIONS FOR LIGHTING", SECTION 9.16.280 "GENERAL REQUIREMENTS, AND CHAPTER 9.15 SECTION 9.15.030, "DEFINITIONS" RELATING TO DARK SKY PROVISIONS FOR LIGHTING. THE APPLICANT IS THE CITY OF MORENO VALLEY

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### RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing on the proposed lighting standards. Should the City Council choose not to adopt the new standards, no further action is required. Should the City Council choose to adopt the new standards, the following actions are required:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and
2. **INTRODUCE** Ordinance No. 851, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

## **BACKGROUND**

On October 20, 2009, the City Council provided direction at a study session meeting to review existing lighting standards and provide proposed dark sky provisions for consideration. The review of existing lighting ordinance standards was a direct result of the settlement agreement reached on January 7, 2010, between the Sierra Club, Highland Fairview and the City regarding approval of the Highland Fairview Corporate Park Project and the Skechers warehouse building.

On April 14, 2011, the item was considered by the Planning Commission. At said public hearing, the proposed dark sky lighting ordinance was not recommended due to a belief that proposed dark sky ordinance revisions could be intrusive to existing residential/commercial projects and may lead to public safety concerns with a night lighting curfew.

On July 12, 2011, City Council conducted a public hearing on a proposed citywide dark sky lighting ordinance. At said meeting, the City Council voted to continue the item to a future study session meeting in order for staff to review updated federal and state requirements on maximum wattage of incandescent and fluorescent bulbs and new more energy efficient lighting.

On April 3, 2012, the item was brought before the City Council at a study session meeting. To address a concern about new state and federal requirements for lighting and their ever changing wattage mandates for light bulbs, staff recommended language within the proposed dark sky lighting ordinance where maximum light bulb wattages are reviewed at the equivalency rate of a 100 watt incandescent light bulb and a 26 watt compact fluorescent light bulb. The Council directed staff to schedule the issue for public hearing in August of 2012.

## **DISCUSSION**

Current City of Moreno Valley Municipal Code lighting requirements include provisions to curb on-site lighting such as the current limit for lighting at property lines to a maximum of 0.5 foot candle and residential lighting fixture limit of twelve feet in height. Some of the current lighting standards however, do not facilitate a dark sky approach or assist in promoting energy efficiency. For example, the City currently requires that parking lots and other public spaces be lit "from dusk to dawn" which exceeds the hours of operation for most retail and non-retail properties, especially office and religious establishments.

Although the settlement agreement suggested utilizing standards from the City of Palm Desert, ordinances from the cities of Palm Desert, Beaumont, Palm Springs, Encinitas, San Diego and other cities were reviewed. Standards within these ordinances and draft guidance standards by the International Dark-Sky Association were the basis for the revised lighting provisions. The recent County of Riverside dark sky lighting ordinance

was also reviewed, however it concentrated on residential light trespass and code enforcement related items.

Reasons for changing current lighting practices and drafting a dark sky ordinance include:

- Permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night;
- Curtail and reverse any degradation of the nighttime visual environment and the night sky;
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary;
- Conserve energy and resources to the greatest extent possible;
- Help protect the natural environment from the negative effects of night lighting.

The proposed dark sky lighting ordinance is another means of reducing energy on a citywide basis and actually coincides with mandatory measures included in the 2011 Green Building Code. Some of the measures proposed in the ordinance such as full shielding of lights, reducing spillover lighting beyond the property boundary and containing exterior lighting within the property boundaries are consistent with the 2011 Green Building Code. The proposed dark sky ordinance is also consistent with reduced energy consumption measures included as a goal of the City's Energy Efficiency and Climate Action Strategy.

Pursuant to the settlement agreement and direction provided by the City Council, staff developed revised onsite and parking lot lighting, lighting required on streets and rights of way and lighting provided for sports activities within parks and athletic fields for consideration. Based on provisions within the settlement agreement, staff was to report back to City Council with draft lighting requirements and recommendations for consideration without commitment to adopt an ordinance.

Some of the major modifications proposed to the existing lighting standards include:

- Revised development and performance standards including maximum wattage of light bulbs for single-family residential, multiple-family residential (100 watts) and non-residential (commercial and industrial) properties (250 watts);
- All lighting to include full cutoffs to prevent excess trespass for residential-multiple family and all non-residential properties.
- A further reduction of permitted light trespass or spillover lighting on adjacent properties for all non-residential and multi-family residential properties to not



exceed 0.25 foot candle minimum maintained lighting measured from within five (5) feet of any property line consistent with language in the Palm Desert ordinance. This compares with the existing ordinance standard to not exceed 0.50 foot candle at the property line.

- The inclusion of height limits for hillside residential lighting of 8 feet, with all other residential areas not to exceed 12 feet; and non-residential lighting height limits of 30 feet, except within 100 feet of a residential use, where the maximum height would be 20 feet and walkway/courtyard lighting with a maximum of 12 feet in height.
- The addition of lighting curfews for outdoor lighting for non-residential uses requiring all lighting to be reduced by 50 percent beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier.
- The addition of athletic field lighting standards to include horizontal cutoffs to reduce vertical lighting above the fixture for new lighting and retrofit fixtures and a maximum lighting value for lighting recreational athletic fields to be an average maintained 50 foot-candles.
- The modification of existing street light standards to indicate that the installation of street lighting is solely for the purpose of illuminating the public right of way in conformance to the city street lighting standards, which include the provision that the developer will pay all costs related to the installation of street lighting and establish a method for the payment of maintenance and operations.

In the process of updating current lighting standards, staff established a subcommittee with members from Police, Land Development, Transportation, Special Districts, Moreno Valley Utility and Parks and Community Services. All department representatives of the subcommittee assisted in drafting revised lighting language, reviewed draft dark sky lighting standards, and have agreed to the proposed modifications as presented and attached to this report in cross-out/underline and clean copy formats.

## **ALTERNATIVES**

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and **INTRODUCE** Ordinance No. 851, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide. **Staff recommends this alternative.**

2. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and **INTRODUCE** Ordinance No. 851, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide. **Staff does not recommend this alternative.**

### **NOTIFICATION**

Public notice of the proposed Municipal Code Amendment was published in the local newspaper as a 1/8 page display ad on August 10, 2012 and was also mailed to the Sierra Club.

### **ATTACHMENTS**

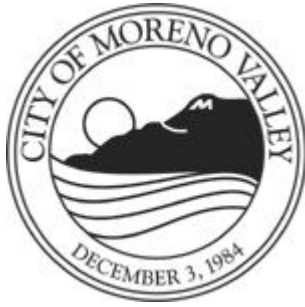
1. Public hearing notice
2. City Council Ordinance, including clean copies of the Ordinance amendment
3. Strikeout/underline version of Chapter 9, Section 9.08.100 "Lighting" of the Municipal Code
4. Strikeout/underline version of Chapter 9, Section 9.08.190, "Street Lighting" of the Municipal Code
5. Strikeout/underline version of Chapter 9.16, Article IV, "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines" of the Municipal Code
6. Strikeout/underline version of Chapter 9.16, "Applications for Lighting" Section 9.16.280 "General Requirements" of the Municipal Code.
7. Strikeout/underline version of Chapter 9.15, Section 9.15.030 "Definitions" of the Municipal Code.

Prepared By:  
Mark Gross, AICP  
Senior Planner

Department Head Approval:  
Barry Foster  
Community & Economic Development Director

Concurred By:  
John C. Terell, AICP  
Planning Official

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



## **NOTICE OF CITY COUNCIL PUBLIC HEARING**

THE CITY COUNCIL WILL CONSIDER A CITYWIDE AMENDMENT (PA10-0022) TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV "APPLICATIONS FOR HILLSIDE DEVELOPMENT", SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI "APPLICATIONS FOR LIGHTING", SECTION 9.16.280, "GENERAL REQUIREMENTS", AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO DARK SKY PROVISIONS FOR LIGHTING.

The amendment would modify current lighting standards including, but not limited to the refinement of existing code standards for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties and a dark sky approach citywide.

The City Council may consider any appropriate modifications or alternatives to the amendment or environmental determination. The amendment is exempt under California Environmental Quality Act Guidelines Section 15061 in that there is no possibility that the proposed activity may have potential for a significant impact upon the environment.

Any person interested in the proposed project may contact Mark Gross at (951) 413-3215 or at the Community & Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Clerk or City Council on or before the following meeting date:

**Tuesday, August 28, 2012  
6:30 P.M.  
City Council Chamber  
14177 Frederick Street.  
Moreno Valley, CA 92552-0805**

ATTACHMENT 1

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ORDINANCE NO. 851

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA10-0022 TO AMEND TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV APPLICATIONS FOR HILLSIDE DEVELOPMENT SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI "APPLICATIONS FOR LIGHTING", SECTION 9.16.280, "GENERAL REQUIREMENTS" AND CHAPTER 9.15, SECTION 9.15.030, "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH AN EMPHASIS ON DARK SKY STANDARDS CITYWIDE

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The ordinance amendment is attached hereto and incorporated herein as Exhibits A through E.

1.4 The item was first heard as a public hearing by the City Council on July 12, 2011. At said meeting the item was continued to a study session meeting in March/April of 2012.

1.5 The item was discussed at City Council Study Session on April 3, 2012, with Council directing staff to place on an agenda for public hearing in August of 2012.

1.6 A second City Council public hearing was conducted for the project on August 28, 2012.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on August 28, 2012, 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 modifications to the Municipal Code are consistent with the General Plan, and its goals, objectives, policies and programs.

ATTACHMENT 2

**FACT:** The citywide project consists of modifications to existing lighting standards established in the City of Moreno Valley Municipal Code. Numerous sections of the Code will be modified regarding lighting for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties, a dark sky approach and a reduction of overall energy/electricity use. All of the proposed clarifications and modifications included within the Municipal Code amendment are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan. Particularly, Objective 2.10.7 of the General Plan indicates that on-site lighting should not cause nuisance levels of light or glare on adjacent properties.

2. **Conformance with Zoning Regulations** – The proposed modifications to the Municipal Code comply with all applicable zoning and other regulations.

**FACT:** The primary purpose of modifying current lighting ordinance practices is to permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night, curtail and reverse any degradation of the nighttime visual environment and the night sky, minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary and conserve energy. The amendments to the Municipal Code are consistent with applicable zoning standards and all other regulations within the Code. The newly established language within the amendment are internally consistent and compatible with the purpose and intent of Title 9, and will refine the language within the existing lighting and design standards within the various sections of the Code. The amendments are also internally compatible with other regulations established within the Moreno Valley Development Code.

3. **Health, Safety and Welfare** – The proposed modifications to the Municipal Code will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

**FACT:** The modification and enhancement of existing Municipal Code general and design standards for on-site and street lighting with an emphasis on maintaining dark night skies creates a positive environment for the development of Moreno Valley's future and allows for the preservation of night skies and reduction of glare and light in more environmental sensitive land use areas such as residential hillside and open space areas.



Pursuant to Section 15061 of the CEQA Guidelines, the project meets requirements for project exemption as there is no possibility that the modification of existing light standards to further prevent light spillover into adjacent properties and into the night sky may have a significant effect on the environmental, while the activity is not subject to CEQA requirements. The proposed amendment also 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.

### SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the ordinance amendment attached hereto as Exhibit A.

### SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

### SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

### SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 11th day of September, 2012.

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Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

---

City Attorney

**ORDINANCE JURAT**

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

I, Jane Halsted, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 851 had its first reading on August 28, 2012, and had its second reading on September 11, 2012, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11<sup>th</sup> day of September, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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CITY CLERK

(SEAL)

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**9.08.100 Lighting.**

A. Purpose and Intent. The purpose of this section is to establish regulations and standards for outdoor lighting which will reduce light pollution and trespass generated by residential and non-residential lighting fixtures and devices, while maintaining dark skies. It is also the intent of this section to encourage, through the regulation of the types, construction, installation and uses of outdoor illuminating devices, lighting practices and systems to conserve energy without decreasing safety, security and productivity.

B. Applicability. Lighting standards included in this chapter shall apply to:

1. All new development

2. Any existing development or parking area providing five or more spaces, which is enlarged, reconstructed, altered or changed from its previous configuration shall be subject to illumination requirements included in this chapter.

3. Existing land uses are exempt from specific lighting requirements included in this chapter, except that they are subject either to general lighting intensity standards (i.e. foot candle requirements) in place prior to the effective date of this ordinance or standards of a prior point by point or photometric lighting plan approved by the City. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to the regulations provided in the entirety of this chapter as determined by the submittal and review of a new or revised photometric lighting plan.

C. Minimum Development and Performance Standards. All exterior lighting shall meet the following requirements:

1. Single Family Residential Uses.

a. In all single family residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter.

b. The maximum wattage for residential lighting shall be 100 watts incandescent or equivalent light intensity and 26 watts compact fluorescent or equivalent light intensity, except for recreational courts.

c. Lighting standards for recreational courts are subject to Section 9.09.190 "Swimming pools, spas and recreational courts", while approval of all recreational court lighting is subject to a point by point photometric lighting plan submittal.

EXHIBIT A

2. Multiple Family Residential Uses.

a. All outdoor lighting associated with residential uses shall be fully shielded and directed away from adjacent residential properties. Such lighting shall not exceed one-quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness.

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass.

c. The maximum wattage for residential lighting shall be 100 watts incandescent or equivalent light intensity and 26 watts compact fluorescent or equivalent light intensity, except as allowed for parking lot lighting and recreational courts.

d. Parking lot lighting for designated multiple family residential parking areas shall meet the requirements included in item (4) (a-c) below.

3. Non-Residential Uses.

a. All outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses. Such lighting shall not exceed one quarter (0.25) foot candle minimum maintained lighting measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for non residential uses shall be 250 watts or equivalent light intensity of high intensity discharge (HID) lighting.

4. Off-Street Parking.

a. All parking lots or structures providing more than five spaces for use by the general public and their pedestrian links shall be provided with a minimum coverage of one (1) foot candle of light with a maximum of eight (8) foot candles on the parking or walkway surface, unless otherwise approved, for visibility and security. Such lighting shall not exceed one quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness. All wiring shall be underground;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for parking lot lighting shall be 250 watts or equivalent light intensity of high intensity discharge (HID) lighting;

5. Public Parks, Trails and Athletic Field Lighting.

a. The illumination of outdoor public recreational (sports) facilities, unless a specific recreational activity requiring the lighting is already in progress is prohibited between midnight and dawn. Lighting shall be provided as specified in this chapter. All lighting shall be designed and installed in compliance with the Parks and Community Services document titled "LIGHTING STANDARDS FOR PARKS AND RELATED PUBLIC FACILITIES".

b. Public Parks: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. New lighting for parks and related facilities should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line\*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

c. Trails: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. Lighted trails not incorporated in the roadway shall be illuminated with a minimum maintained twenty-five one-hundredths (0.25) foot-candles of light at ground level during the hours of darkness. New lighting for trails should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line\*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

d. Athletic Field Lighting: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. The maximum lighting value that shall be used in lighting recreational athletic fields shall be an average maintained 50 foot candles. Minimum lighting values shall be per Parks and Community Services Standards. New lighting for athletic fields should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line\*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

\*Where the adjacent property line is another City facility, the foot-candles may exceed the maximum requirements.

6. Street Lighting

a. Purpose. The purpose of this section is to establish a set of guidelines with which to regulate the installation, operation and maintenance of overhead street lighting in the City. The City seeks to make provisions for street lighting that will be



beneficial to City residents, and to provide for this lighting in an orderly, efficient and equitable manner. This section serves to establish a uniform standard for location of lights and illumination levels within the City, and clarifies responsibilities for payment of the various costs involved.

b. General Requirements. Unless otherwise waived by the public works director/city engineer for developments within the OS, HR, RR and R1 districts, the provision of streetlights shall be a requirement of all development proposals. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) scheduled rates LS-1, LS-2 and LS-3 or comparable Moreno Valley Utility (MVU) rate standards. Prior to any planning, design, or installation of street lighting, the developer shall confirm the applicable rate schedule with the City. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by either SCE or MVU and the public works director/city engineer. (Ord. 359 (part), 1992). The developer will pay all costs related to the installation of the street lighting and establish a method for the payment of maintenance and operations. All street lighting installed shall be solely for the purpose of illuminating the public way and shall conform to the city street lighting standards.

c. Luminaire and Lamp Requirements.

1. All street lighting in residential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

2. All street lighting in nonresidential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

3. All street lighting for arterial roadways shall not exceed 22,000 lumen (two hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

4. All street lighting shall utilize full-cutoff luminaries and be fully shielded.

5. All street lighting shall meet the current City street lighting standards, unless otherwise approved by the public works director/city engineer.

d. Specific Warrants for Lighting Locations.

The City street lighting standards shall be used to determine locations for all street lighting, unless otherwise approved by the public works director/city engineer.

D. Lighting Height Limits

1. Hillside Residential Areas – Outdoor on-site lighting on hillside residential properties, except for street lighting, shall be mounted on a post with full cutoff not to exceed eight (8) feet above finished grade, or on a building wall or structure not to exceed eight (8) feet above finished grade and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to a single family residential structure shall not exceed the height of the roof eave.

2. All Other Residential Areas – Outdoor on-site lighting within all other residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to all residential structures shall not exceed the height of the roof eave.

3. Non-Residential Areas – Outdoor on-site lighting on commercial and industrial properties, except for street lighting, shall be mounted on a post and fully shielded not to exceed a maximum height of thirty (30) feet, except within 100 feet of a residential use, where the post shall not exceed a maximum height of twenty (20) feet. Posts shall be appropriately scaled for small buildings and lots. All lighting fixtures shall be in scale with the proposed building height. Lighting attached to a building shall not exceed the height of the roof eave or twenty feet, whichever is less.

4. Walkway and Courtyard Lighting - Outdoor on-site lighting for all residential and non-residential walkway and courtyard lighting shall be directed downward and mounted on a post or adjacent structure not to exceed a maximum height of twelve (12) feet or the height of the eaves, whichever is less.

E. Light Trespass Standards. Light trespass shall be minimized by complying with the following standards:

1. Light spillover or trespass for all multiple family residential and non-residential properties shall not exceed one-quarter (0.25) foot candle minimum maintained of illumination measured from within five (5) feet of any property line.

2. All exterior lighting shall be full-cutoff type and fully shielded to prevent spillover onto adjacent properties.

3. All wall pack lighting shall be full-cutoff type and non-adjustable, with light directed away from surrounding properties. Wall packs shall incorporate internal house (wall) side shields, baffles or reflectors to minimize wall brightness.

F. General Guidelines

1. All exterior commercial doors during the hours of darkness shall be illuminated with one (1) to a maximum of three (3) foot candles of maintained lighting.

2. Aisles and passageways related to and within a building complex, during the hours of darkness, shall be illuminated with a maximum of one-half (0.50) to one (1) foot candles of maintained lighting.

3. All lighting shall be enclosed in vandal-resistant fixtures.

4. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.

5. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated.

6. In multifamily developments, laundry rooms shall be well-lit at all times as they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.

#### G. Lighting Curfew

1. Except as specified elsewhere in this Section, outdoor lighting systems in non-residential areas shall be turned off or reduced by at least fifty percent (50%) beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier. The reduction of lighting shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting levels. Lighting shall be equipped with controls for photocell on and timer off.

2. All walkway, security and street lighting may remain on all night.

#### H. Lighting Prohibitions

1. Overhead roof lighting is prohibited.

2. The installation of mercury vapor outdoor lighting fixtures is prohibited.

3. Adjustable outdoor lighting fixture mounts are prohibited. All fixtures shall be permanently installed so as to maintain shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.

4. Lighting fixtures mounted in such a way as to aim only towards a property line are prohibited.

5. Lighting which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer is prohibited.

6. Billboard lighting which is pointed upward is prohibited.

- I. Lighting Exemptions. The following lighting is exempt from this Chapter:
  1. Swimming pool lighting
  2. Lighting for exit signs and other illumination required by the building code
  3. Lighting for exterior stairs and ramps, as required by the building code
  4. Decorative lighting, as approved by the Community and Economic Development Director
  5. Holiday and temporary lighting
  6. Low voltage landscape lighting
  7. Lights used for the illumination of flags as required by law.
  8. Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.
  9. Motion detector lighting fixtures are exempt provided that there is no light trespass onto adjacent residential properties.
  10. Exposed string outdoor lighting is exempt provided that:
    - a. Lighting shall consist exclusively of white light with a clear bulb;
    - b. Installation of such lighting shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within parking areas of a commercial center or plaza.
- J. Lighting plans and evidence of lighting compliance. The application for any required city approval involving residential and non-residential nonexempt outdoor light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain the following:
  1. The location of the site where the outdoor light fixtures will be installed;
  2. Plans showing the location and type of all fixtures, both existing and proposed, on the premises, including point by point photometric lighting levels;
  3. A description of the outdoor light fixtures including, but not limited to manufacturer's catalog cuts, photometric reports with candela distribution, drawings, and shielding information;

4. Submittal drawings shall be signed by a licensed professional engineer or by the licensed electrical contractor that is performing the work. This engineer or contractor shall be held responsible for the content and accuracy of the submittal design. Submittals must contain the name of the company that prepared the drawings and the name, title, and telephone number of the person that performed the design work.

5. All plans resubmitted for approval shall include a written description of all changes and comments attached to the plan check comments.

**9.08.190 Street lighting.**

~~\_\_\_\_\_ A. \_\_\_\_\_ Unless otherwise waived by the public works director for developments within the OS, HR, RR and R1 districts, the provision of street lights shall be a requirement of all development proposals.~~

~~\_\_\_\_\_ B. \_\_\_\_\_ Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system of either:~~

~~\_\_\_\_\_ 1. \_\_\_\_\_ A utility owned ornamental system consisting of standard ornamental electroliers customarily furnished by the utility or other design approved by the utility and the public works director; or~~

~~\_\_\_\_\_ 2. \_\_\_\_\_ A municipally owned ornamental system consisting of reinforced concrete or steel standards with underground wiring or other design approved by the public works director.~~

~~\_\_\_\_\_ C. \_\_\_\_\_ If a utility owned ornamental system is installed, the developer shall be liable for and shall pay all charges attributable to such installation.~~

~~\_\_\_\_\_ D. \_\_\_\_\_ If a municipally owned underground ornamental system is installed, the developer shall be liable for and shall pay all costs incurred in installing the entire system.~~

~~\_\_\_\_\_ E. \_\_\_\_\_ Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by the utility owned system and the public works director. (Ord. 359 (part), 1992)~~

EXHIBIT B

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### **9.16.235 Hillside design standards.**

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.
2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.
3. Clustering of development on flatter areas of the site is strongly encouraged.
4. Dwelling units and structures shall be sited in a manner that will:
  - a. Retain outward views from each unit;
  - b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;
  - c. Preserve natural hydrology, native plant materials and areas of historic significance.
5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:
  - a. Use the natural ridgeline as a backdrop for structures;
  - b. Use landscape plant materials as a backdrop;
  - c. Use the structure to conceal cut slopes;
  - d. Retain major natural skyline profiles;
  - e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

### **EXHIBIT C**

6. Encourage smaller pad to lot size ratios for all dwelling units.
  7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.
- B. Architectural Design. The following architectural design standards shall apply:
1. Building development color palettes, including roofing, fencing and exterior building materials, shall be “earth tones” compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.
  2. The design of the structure should give consideration to the lot’s size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.
  3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous “cookie-cutter” look.
  4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.
  5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.
  6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.
  7. The use of undulating walls that follow the land form are highly encouraged.
  8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.
  9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

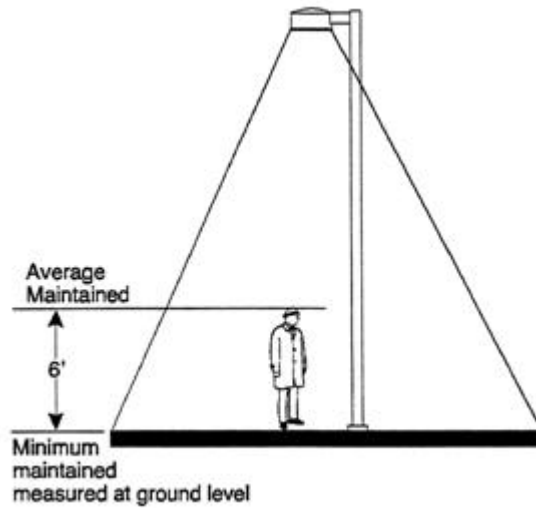
1. Lights shall not be located on the portion(s) of the site that has not been disturbed.
2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.
3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.
4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.
5. Road, driveway and walkway lights should be located on the “downhill” side and aimed toward the “uphill” side and should be fully shielded from below and only light the driveway surface.
6. Lighting fixtures on properties should be mounted on a post not to exceed a height of eight (8) feet above finished grade, or on a building wall not to exceed a height of eight (8) feet above finished grade and fully shielded, or on a structure not to exceed a height of eight (8) feet above finished grade and fully shielded for security lighting.
7. Street lighting shall be limited to the greatest degree feasible to maintain a “dark sky” environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

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“Land use ordinance” means the city of Moreno Valley development code as amended.

Lighting (Minimum Maintained). “Minimum maintained lighting” means a method of measuring light at the ground level.

9.15.030



**Figure 9.15.030-10**

**Lighting (Minimum Maintained)**

“Light Trespass” means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.

“Livestock” means and includes cows, bulls, calves and heifers, except pigs.

“Live/work unit” means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

EXHIBIT D

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### **9.16.280 General requirements.**

A. Purpose and Intent Lighting shall serves both safety and aesthetic purposes, while reducing unnecessary light pollution and maintaining dark skies. Effective lighting will highlight building features and add emphasis to important spaces and entryways, while limiting glare and light trespass onto adjacent properties. The intent of these guidelines is to encourage effective and innovative lighting as an integral design component of a project.

B. General Guidelines.

1. Exterior lighting should relate to the design the project, highlighting architectural elements and details without deflecting unnecessary light and glare onto surrounding properties.
2. Lighting should improve the visual identification of residences and businesses.
3. Energy efficient lighting of buildings is encouraged.
4. High-intensity security lighting fixtures should be concealed by landscaping or building architectural elements.
5. The location, color and intensity of private lighting should relate to and complement public lighting.
6. Lighting fixture design should complement the overall design theme of the project in which they are located.
7. At hazardous locations such as changes of grade, low level supplemental lighting units should be used.
8. Where low level lighting (below five feet) is used, fixtures should be placed so that they do not produce glare.

### **EXHIBIT E**



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**9.08.100 Lighting.**

A. Purpose and Intent. The purpose of this section is to establish regulations and standards for outdoor lighting which will reduce light pollution and trespass generated by residential and non-residential lighting fixtures and devices, while maintaining dark skies. It is also the intent of this section to encourage, through the regulation of the types, construction, installation and uses of outdoor illuminating devices, lighting practices and systems to conserve energy without decreasing safety, security and productivity.

B. Applicability. Lighting standards included in this chapter shall apply to:

1. All new development
2. ~~Each~~ Any existing development or parking area providing five or more spaces, which is enlarged, reconstructed, altered or changed from its previous configuration shall be subject to these illumination requirements included in this chapter.

3. Existing land uses are exempt from specific lighting requirements included in this chapter, except that they are subject either to general lighting intensity standards (i.e. foot candle requirements) in place prior to the effective date of this ordinance or standards of a prior point by point or photometric lighting plan approved by the City. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to the regulations provided in the entirety of this chapter as determined by the submittal and review of a new or revised photometric lighting plan.

C. Minimum Development and Performance Standards. All exterior lighting shall meet the following requirements:

1. Single Family Residential Uses.

a. In all single family residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter.

b. The maximum wattage for residential lighting shall be 100 watts incandescent or equivalent light intensity and 26 watts compact fluorescent or equivalent light intensity, except for recreational courts.

c. Lighting standards for recreational courts are subject to Section 9.09.190 "Swimming pools, spas and recreational courts", while approval of all recreational court lighting is subject to a point by point photometric lighting plan submittal.

ATTACHMENT 3

2. Multiple Family Residential Uses.

a. All outdoor lighting associated with residential uses shall be fully shielded and directed away from adjacent residential properties. Such lighting shall not exceed one-quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness.

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass.

c. The maximum wattage for residential lighting shall be 100 watts incandescent or equivalent light intensity and 26 watts compact fluorescent or equivalent light intensity, except as allowed for parking lot lighting and recreational courts.

d. Parking lot lighting for designated multiple family residential parking areas shall meet the requirements included in item (4) (a-c) below.

3. Non-Residential Uses.

~~A.~~ a. All outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses. Such lighting shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting beyond the property containing the nonresidential use measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for non residential uses shall be 250 watts or equivalent light intensity of high intensity discharge (HID) lighting.

4. Off-Street Parking.

~~B.~~ a. All parking lots or structures providing more than five spaces for use by the general public and their pedestrian links shall be provided with a minimum coverage of one (1) foot candle of light with a maximum of eight (8) foot candles on the parking or walkway surface from dusk until dawn, unless otherwise approved, for visibility and security over the entire parking surface. Wiring shall be underground unless existing overhead lines can serve the need without any additional overhead lines. Each parking area of five or more spaces existing prior to the effective date of the ordinance codified in this chapter which is enlarged, constructed, altered, or changed from its previous configuration shall be subject to these illumination requirements. Such lighting

shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the non-residential use~~ measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness. All wiring shall be underground;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for parking lot lighting shall be 250 watts or equivalent light intensity of high intensity discharge (HID) lighting;

5. Public Parks, Trails and Athletic Field Lighting.

a. The illumination of outdoor public recreational (sports) facilities, unless a specific recreational activity requiring the lighting is already in progress is prohibited between midnight and dawn. Lighting shall be provided as specified in this chapter. All lighting shall be designed and installed in compliance with the Parks and Community Services document titled "LIGHTING STANDARDS FOR PARKS AND RELATED PUBLIC FACILITIES".

b. Public Parks: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. New lighting for parks and related facilities should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line\*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

c. Trails: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. Lighted trails not incorporated in the roadway shall be illuminated with a minimum maintained twenty-five one-hundredths (0.25) foot-candles of light at ground level during the hours of darkness. New lighting for trails should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line\*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

d. Athletic Field Lighting: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. The maximum lighting value that shall be used in lighting recreational athletic fields shall be an average maintained 50 foot candles. Minimum lighting values shall be per Parks and Community Services Standards. New lighting for athletic fields should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line\*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

\*Where the adjacent property line is another City facility, the foot-candles may exceed the maximum requirements.

## 6. Street Lighting

a. Purpose. The purpose of this section is to establish a set of guidelines with which to regulate the installation, operation and maintenance of overhead street lighting in the City. The City seeks to make provisions for street lighting that will be beneficial to City residents, and to provide for this lighting in an orderly, efficient and equitable manner. This section serves to establish a uniform standard for location of lights and illumination levels within the City, and clarifies responsibilities for payment of the various costs involved.

b. General Requirements. Unless otherwise waived by the public works director/city engineer for developments within the OS, HR, RR and R1 districts, the provision of streetlights shall be a requirement of all development proposals. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) scheduled rates LS-1, LS-2 and LS-3 or comparable Moreno Valley Utility (MVU) rate standards. Prior to any planning, design, or installation of street lighting, the developer shall confirm the applicable rate schedule with the City. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by either SCE or MVU and the public works director/city engineer. (Ord. 359 (part), 1992). The developer will pay all costs related to the installation of the street lighting and establish a method for the payment of maintenance and operations. All street lighting installed shall be solely for the purpose of illuminating the public way and shall conform to the city street lighting standards.

### c. Luminaire and Lamp Requirements.

1. All street lighting in residential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

2. All street lighting in nonresidential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

3. All street lighting for arterial roadways shall not exceed 22,000 lumen (two hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

4. All street lighting shall utilize full-cutoff luminaires and be fully shielded.

5. All street lighting shall meet the current City street lighting standards, unless otherwise approved by the public works director/city engineer.

d. Specific Warrants for Lighting Locations.

The City street lighting standards shall be used to determine locations for all street lighting, unless otherwise approved by the public works director/city engineer.

D. Lighting Height Limits

1. Hillside Residential Areas – Outdoor on-site lighting on hillside residential properties, except for street lighting, shall be mounted on a post with full cutoff not to exceed eight (8) feet above finished grade, or on a building wall or structure not to exceed eight (8) feet above finished grade and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to a single family residential structure shall not exceed the height of the roof eave.

2. All Other Residential Areas – Outdoor on-site lighting within all other residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to all residential structures shall not exceed the height of the roof eave.

3. Non-Residential Areas – Outdoor on-site lighting on commercial and industrial properties, except for street lighting, shall be mounted on a post and fully shielded not to exceed a maximum height of thirty (30) feet, except within 100 feet of a residential use, where the post shall not exceed a maximum height of twenty (20) feet. Posts shall be appropriately scaled for small buildings and lots. All lighting fixtures shall be in scale with the proposed building height. Lighting attached to a building shall not exceed the height of the roof eave or twenty feet, whichever is less.

4. Walkway and Courtyard Lighting - Outdoor on-site lighting for all residential and non-residential walkway and courtyard lighting shall be directed downward and mounted on a post or adjacent structure not to exceed a maximum height of twelve (12) feet or the height of the eaves, whichever is less.

E. Light Trespass Standards. Light trespass shall be minimized by complying with the following standards:

1. Light spillover or trespass for all multiple family residential and non-residential properties shall not exceed one-quarter (0.25) foot candle minimum maintained of illumination measured from within five (5) feet of any property line.

2. All exterior lighting shall be full-cutoff type and fully shielded to prevent spillover onto adjacent properties.

3. All wall pack lighting shall be full-cutoff type and non-adjustable, with light directed away from surrounding properties. Wall packs shall incorporate internal house (wall) side shields, baffles or reflectors to minimize wall brightness.

F. General Guidelines

1. All exterior commercial doors during the hours of darkness shall be illuminated with one (1) to a maximum of three (3) foot candles of minimum maintained lighting.

2. Aisles and passageways ~~and recesses~~ related to and within a building complex, during the hours of darkness, shall be illuminated ~~to~~ with a maximum of one-half (0.50) to one (1) foot candles of minimum-maintained lighting.

3. All lighting shall be enclosed in vandal-resistant fixtures.

4. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.

5. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated.

6. In multifamily developments, laundry rooms shall be well-lit at all times as they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.

~~7. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

G. Lighting Curfew

1. Except as specified elsewhere in this Section, outdoor lighting systems in non-residential areas shall be turned off or reduced by at least fifty percent (50%) beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier. The reduction of lighting shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting levels. Lighting shall be equipped with controls for photocell on and timer off.

2. All walkway, security and street lighting may remain on all night.

H. Lighting Prohibitions



1. Overhead roof lighting is prohibited.
2. The installation of mercury vapor outdoor lighting fixtures is prohibited.
3. Adjustable outdoor lighting fixture mounts are prohibited. All fixtures shall be permanently installed so as to maintain shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.
4. Lighting fixtures mounted in such a way as to aim only towards a property line are prohibited.
5. Lighting which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer is prohibited.
6. Billboard lighting which is pointed upward is prohibited.
- I. Lighting Exemptions. The following lighting is exempt from this Chapter:
  1. Swimming pool lighting
  2. Lighting for exit signs and other illumination required by the building code
  3. Lighting for exterior stairs and ramps, as required by the building code
  4. Decorative lighting, as approved by the Community and Economic Development Director
  5. Holiday and temporary lighting
  6. Low voltage landscape lighting
  7. Lights used for the illumination of flags as required by law.
  8. Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.
  9. Motion detector lighting fixtures are exempt provided that there is no light trespass onto adjacent residential properties.
  10. Exposed string outdoor lighting is exempt provided that:
    - a. Lighting shall consist exclusively of white light with a clear bulb;

b. Installation of such lighting shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within parking areas of a commercial center or plaza.

J. Lighting plans and evidence of lighting compliance. The application for any required city approval involving residential and non-residential nonexempt outdoor light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain the following:

1. The location of the site where the outdoor light fixtures will be installed;
2. Plans showing the location and type of all fixtures, both existing and proposed, on the premises, including point by point photometric lighting levels;
3. A description of the outdoor light fixtures including, but not limited to manufacturer's catalog cuts, photometric reports with candela distribution, drawings, and shielding information;
4. Submittal drawings shall be signed by a licensed professional engineer or by the licensed electrical contractor that is performing the work. This engineer or contractor shall be held responsible for the content and accuracy of the submittal design. Submittals must contain the name of the company that prepared the drawings and the name, title, and telephone number of the person that performed the design work.
5. All plans resubmitted for approval shall include a written description of all changes and comments attached to the plan check comments.

~~C. Use of the following forms of outdoor lighting shall be prohibited between midnight and dawn:~~

- ~~1. The operation of searchlights for advertising purposes; and~~
- ~~2. The illumination of outdoor public recreational facilities, unless a specific recreational activity requiring the lighting is already in progress. Security lighting shall be provided.~~

~~D. Overhead roof lighting is prohibited.~~

~~E. Outdoor lighting within residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height. Such lighting shall be designed to project downward and shall not create glare on adjacent properties.~~

~~F. All exterior commercial doors during the hours of darkness shall be illuminated with one footcandle, minimum maintained of light on the surface.~~

~~G. — Aisles, passageways and recesses related to and within a building complex, during the hours of darkness, shall be illuminated to one-half footcandle, minimum maintained on the surface.~~

~~H. — All lighting shall be enclosed in vandal-resistant fixtures.~~

~~I. — General Guidelines.~~

~~1. — Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.~~

~~2. — For safety, identification and convenience, the entrances of building and parking areas shall be illuminated. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.~~

~~3. — All exterior lighting shall be shielded to prevent spillover onto adjacent properties.~~

~~4. — Industrial and manufacturing developments shall provide adequate lighting for safe and secure on-site parking, loading, storage, receiving and pedestrian areas.~~

~~5. — All exterior doors on commercial structures shall be illuminated with a “minimum maintained” of one footcandle of light on the door surface during hours of darkness.~~

~~6. — Aisles, passageways and recesses within a building complex shall be illuminated with a “minimum maintained” of one-half footcandle of light during hours of darkness.~~

~~7. — All lighting shall be enclosed in vandal-resistant fixtures.~~

~~8. — In multifamily developments, laundry rooms shall be well lit at all times they are intended for tenant use. Lights shall be placed on photo-cell or automatic timers, and no switches shall be available to tenants to turn the lights off.~~

~~9. — All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

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**9.08.190 Street lighting.**

~~\_\_\_\_\_ A. \_\_\_\_\_ Unless otherwise waived by the public works director for developments within the OS, HR, RR and R1 districts, the provision of street lights shall be a requirement of all development proposals.~~

~~\_\_\_\_\_ B. \_\_\_\_\_ Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system of either:~~

~~\_\_\_\_\_ 1. \_\_\_\_\_ A utility owned ornamental system consisting of standard ornamental electroliers customarily furnished by the utility or other design approved by the utility and the public works director; or~~

~~\_\_\_\_\_ 2. \_\_\_\_\_ A municipally owned ornamental system consisting of reinforced concrete or steel standards with underground wiring or other design approved by the public works director.~~

~~\_\_\_\_\_ C. \_\_\_\_\_ If a utility owned ornamental system is installed, the developer shall be liable for and shall pay all charges attributable to such installation.~~

~~\_\_\_\_\_ D. \_\_\_\_\_ If a municipally owned underground ornamental system is installed, the developer shall be liable for and shall pay all costs incurred in installing the entire system.~~

~~\_\_\_\_\_ E. \_\_\_\_\_ Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by the utility owned system and the public works director. (Ord. 359 (part), 1992)~~

ATTACHMENT 4

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**9.16.235 Hillside design standards.**

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.
2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.
3. Clustering of development on flatter areas of the site is strongly encouraged.
4. Dwelling units and structures shall be sited in a manner that will:
  - a. Retain outward views from each unit;
  - b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;
  - c. Preserve natural hydrology, native plant materials and areas of historic significance.
5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:
  - a. Use the natural ridgeline as a backdrop for structures;
  - b. Use landscape plant materials as a backdrop;
  - c. Use the structure to conceal cut slopes;
  - d. Retain major natural skyline profiles;
  - e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

ATTACHMENT 5



6. Encourage smaller pad to lot size ratios for all dwelling units.
  7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.
- B. Architectural Design. The following architectural design standards shall apply:
1. Building development color palettes, including roofing, fencing and exterior building materials, shall be “earth tones” compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.
  2. The design of the structure should give consideration to the lot’s size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.
  3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous “cookie-cutter” look.
  4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.
  5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.
  6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.
  7. The use of undulating walls that follow the land form are highly encouraged.
  8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.
  9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.
2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.
3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.
4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.
5. Road, driveway and walkway lights should be located on the “downhill” side and aimed toward the “uphill” side and should be fully shielded from below and only light the driveway surface.
6. Lighting fixtures on properties should be mounted on a post not to exceed a height of eight (8) feet above finished grade, or on a building wall not to exceed a height of eight (8) feet above finished grade and fully shielded, or on a structure ~~of not more than~~ not to exceed a height of ~~twelve (12)~~ eight (8) feet above finished grade and fully shielded for security lighting.
7. Street lighting shall be limited to the greatest degree feasible to maintain a “dark sky” environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

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**9.16.280 General requirements.**

A. Purpose and Intent Lighting shall serves both safety and aesthetic purposes, while reducing unnecessary light pollution and maintaining dark skies. Effective lighting will highlight building features, and add emphasis to important spaces and entryways, while limiting glare and light trespass onto adjacent properties. The intent of these guidelines is to encourage effective and innovative lighting as an integral design component of a project.

B. General Guidelines.

1. Exterior lighting should relate to the design the project, highlighting architectural elements and details without deflecting unnecessary light and glare onto surrounding properties.

2. Parking lot and walkway lighting fixture height and brightness should conform to the following table:

**Table 9.16.280A**

**Site Lighting**

-

**Lamp Types and Characteristics**

<b>Type</b>	<b>Characteristics</b>
Low Level	Heights below eye level
-	Very finite patterns with hour wattage capabilities
-	Incandescent, fluorescent
-	Lowest maintenance requirements, but highly susceptible to vandals
Mall and Walkway	10'—15' heights average
-	Multi-use because of extreme variety of fixtures and light pattern
-	Incandescent, high pressure sodium
-	Susceptible to vandalism
Special Purpose	20'—30' heights average
-	Recreational, commercial, residential, industrial
-	Metal halide, high or low pressure sodium
-	Fixtures monitored by sentry

~~3. 2. Lighting should improve the visual identification of residences and businesses. Within commercial areas, lighting should help to create a festive atmosphere by encouraging nighttime pedestrian use.~~

~~4. 3. Energy efficient lighting of buildings is encouraged.~~

~~5. 4. High-intensity security lighting fixtures should be concealed by landscaping or building architectural elements. and should be de-signed either to uplight structures from the ground or to downlight structures from projecting or detached architectural elements.~~

~~6. 5. The location, color and intensity of private lighting should relate to and complement public lighting.~~

~~7. 6. Lighting fixture design should complement the overall design theme of the project in which they are located.~~

~~8. — Fixtures should be placed so that light patterns overlap at a height of seven feet, which is sufficiently high to illuminate a person's body vertically. This is a particularly important consideration now that lighting fixture manufacturers are designing luminaries with highly controlled light patterns.~~

~~9-7. At hazardous locations such as changes of grade, low level supplemental lighting units should be used.~~

~~10 8. Where low level lighting (below five feet) is used, fixtures should be placed so that they do not produce glare. Most eye levels occur between three feet eight inches (for wheelchair users) and six feet for standing adults.~~

~~11. — When walkway lighting is provided primarily by low fixtures, there should be sufficient peripheral lighting to illuminate the immediate surroundings. Peripheral lighting provides for a better feeling of security for individuals because they can see into their surroundings to determine whether passage through an area is safe. Such lighting should be approached from one of two ways:~~

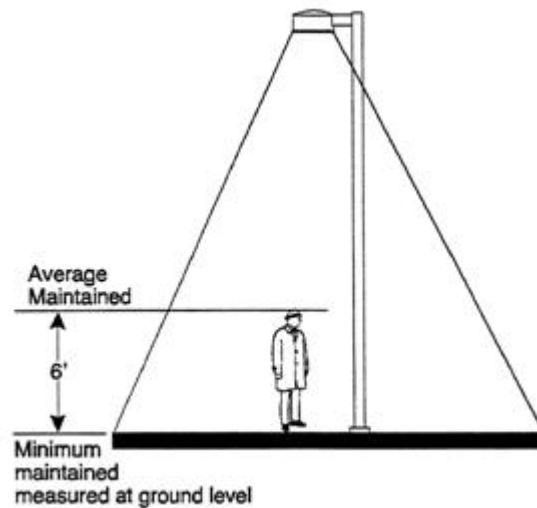
~~—— a. — By lighting the area so that an object or person may be seen directly; or~~

~~—— b. — By lighting the area to place an object or a person in silhouette. (Ord. 698 § 3.1(g), 2005; Ord. 359 (Attach. 2 (part)), 1992)~~

“Land use ordinance” means the city of Moreno Valley development code as amended.

Lighting (Minimum Maintained). “Minimum maintained lighting” means a method of measuring light at the ground level.

9.15.030



**Figure 9.15.030-10**

**Lighting (Minimum Maintained)**

“Light Trespass” means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.

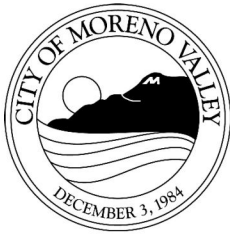
“Livestock” means and includes cows, bulls, calves and heifers, except pigs.

“Live/work unit” means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

ATTACHMENT 7

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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** August 28, 2012

**TITLE:** A PUBLIC HEARING (PA11-0013) FOR A CITYWIDE AMENDMENT TO TITLE 9, CHAPTER 9.11, SECTION 9.11.040, "OFF STREET PARKING REQUIREMENTS" TO PROVIDE CONSISTENCY WITH THE CURRENT 2011 CALIFORNIA GREEN BUILDING CODE STANDARDS REQUIRING LOW-EMITTING, FUEL-EFFICIENT AND CARPOOL AND VANPOOL VEHICLE PARKING FOR ALL NEW NON-RESIDENTIAL USES.

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### RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing on the proposed Mandatory Green Building Code item on low-emitting, fuel-efficient and carpool/vanpool parking as follows:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and
2. **INTRODUCE** Ordinance No. 2012-852, approving revisions to Title 9 and Section 9.11.040 "Off Street Parking Requirements" to provide consistency with the current 2011 California Green Building Code standards for low-emitting, fuel –efficient and carpool and vanpool vehicle parking for all new non-residential uses citywide.

### ADVISORY BOARD RECOMMENDATIONS

The item was considered by the Planning Commission on July 12, 2012. Due to residential and industrial development community concerns and the continued fragile state of the economy, the Planning Commission did not recommend Codes that reach

beyond current Title 24 standards or any other energy efficient local mandatory measures that exceed current building standards. The Planning Commission recommended approval of a modified version of the original Reach Code effort to include only the California Green Building Code requirement for low-emitting, fuel-efficient and carpool/vanpool vehicle parking of the proposed nine (9) mandatory local measures. None of the local measures exceeding the current 2011 California Green Building Code standards were recommended to the City Council.

## **BACKGROUND**

On April 3, 2012, the Planning Division provided the Reach Code item for discussion purposes at a joint City Council/Planning Commission Study Session meeting. At said meeting, City Council and Planning Commission agreed that additional public outreach be provided to the development community to gauge possible concerns with the proposed approach.

On May 10, 2012, the Planning Division provided public outreach to the development community by presenting Reach Codes at the Economic Development Subcommittee Developer Workshop. Based upon concerns of the development community over the continued struggling economy and the fact the building permits for residential subdivisions are almost non-existent, staff has significantly modified the original direction of the Reach Code effort. All references to Performance standards and specific percentages of energy efficiency above current Title 24 standards were dropped in the proposal considered by the Planning Commission.

## **DISCUSSION**

One (1) non-residential mandatory California Green Building Code item for carpool/vanpool parking is now included in the proposal as follows:

- **Eight (8) percent of all required parking shall be designated for any combination of low-emitting, fuel efficient and carpool/vanpool vehicles.**

Staff considered both the Tier 1 approach where 10% of the required vehicle parking would be designated for carpool/vanpool parking and the Tier 2 approach where 12% of the required vehicle parking would be designated for low-emitting, fuel-efficient and carpool/vanpool parking. Based on internal discussion involved with the Reach Code effort, staff determined to include only the base mandatory measure approach requiring 8% of required parking stalls to include preferential designated spaces for carpool/vanpool and fuel efficient vehicles.

The item is not currently addressed within Title 9 of the Municipal Code. This code amendment will ensure consistency with the currently adopted green building code standards.

## **ALTERNATIVES**

1. Recognize that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines and introduce Ordinance No. 852, approving revisions to Title 9 and Section 9.11.040 “Off Street Parking Requirements” to provide consistency with the current 2011 California Green Building Code standards for low-emitting, fuel – efficient and carpool and vanpool vehicle parking for all new non-residential uses citywide. **Staff recommends this alternative.**
2. Do not recognize that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines and do not introduce Ordinance No. 852, approving revisions to Title 9 and Section 9.11.040 “Off Street Parking Requirements” to provide consistency with the current 2011 California Green Building Code standards for low-emitting, fuel –efficient and carpool and vanpool vehicle parking for all new non-residential uses citywide. **Staff does not recommend this alternative.**

## **FISCAL IMPACT**

Not applicable.

## **CITY COUNCIL GOALS**

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

## **NOTIFICATION**

Public notice of the proposed Municipal Code Amendment was published in the local newspaper as a 1/8 page display ad on August 10, 2012.

## **ATTACHMENTS/EXHIBITS**

1. Public hearing notice
2. City Council Ordinance, including clean copies of the Ordinance amendment
3. Strikeout/underline version of the Ordinance Amendment – 9.11.040 “Off-street parking requirements”

Prepared By:  
Mark Gross, AICP  
Senior Planner

Department Head Approval:  
Barry Foster  
Community & Economic  
Development Department

Concurred By:  
John Terrell, AICP  
Planning Official

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



## **NOTICE OF CITY COUNCIL PUBLIC HEARING**

A PUBLIC HEARING (PA11-0013) FOR A CITYWIDE AMENDMENT TO TITLE 9, CHAPTER 9.11, SECTION 9.11.040, "OFF STREET PARKING REQUIREMENTS" TO PROVIDE CONSISTENCY WITH THE CURRENT 2011 CALIFORNIA GREEN BUILDING CODE STANDARDS REQUIRING LOW-EMITTING, FUEL-EFFICIENT AND CARPOOL AND VANPOOL VEHICLE PARKING FOR ALL NEW NON-RESIDENTIAL USES.

The amendment would modify current Municipal Code Title 9 standards to include low-emitting, fuel-efficient and carpool/ vanpool parking for all non-residential uses citywide.

The City Council may consider any appropriate modifications or alternatives to the amendment or environmental determination. The amendment is exempt under California Environmental Quality Act Guidelines Section 15061 in that there is no possibility that the proposed activity may have potential for a significant impact upon the environment.

Any person interested in the proposed project may contact Mark Gross at (951) 413-3215 or at the Community and Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

**Tuesday, August 28, 2012  
6:30 P.M.  
City Council Chamber  
14177 Frederick Street.  
Moreno Valley, CA 92552-0805**

ATTACHMENT 1

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## ORDINANCE NO. 852

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, (PA11-0013) AMENDING TITLE 9 CHAPTER 9.11, SECTION 9.11.040, "OFF STREET PARKING REQUIREMENTS" TO PROVIDE CONSISTENCY WITH THE CURRENT 2011 CALIFORNIA GREEN BUILDING CODE STANDARDS REQUIRING LOW-EMITTING, FUEL-EFFICIENT AND CARPOOL AND VANPOOL VEHICLE PARKING FOR NEW NON-RESIDENTIAL USES CITYWIDE

The City Council of the City of Moreno Valley does ordain as follows:

### SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The ordinance amendment is attached hereto and incorporated herein as Exhibit A.

### SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on August 28, 2012, 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 modifications to the Municipal Code are consistent with the General Plan, and its goals, objectives, policies and programs.

**FACT:** The proposed modifications to the existing Municipal Code standards to require low-emitting, fuel efficient and carpool/vanpool vehicle parking for all new non-residential uses provides consistency with the 2011 California Green Building Code standards currently in place. The proposed Municipal Code modification and amendment is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the General Plan.

ATTACHMENT 2



2. **Conformance with Zoning Regulations** – The proposed modifications to the Municipal Code comply with all applicable zoning and other regulations.

**FACT:** The primary purpose of modifying current Municipal Code items related to carpool and vanpool vehicle parking provides consistency with the 2011 Green Building Code standards. The amendments and newly established language within the Municipal Code are consistent with applicable zoning standards, all other regulations within the Code and are internally consistent with the purpose and intent of Title 9. The amendments are also internally compatible with other regulations established within the Moreno Valley Development Code.

3. **Health, Safety and Welfare** – The proposed modifications to the Municipal Code will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

**FACT:** Pursuant to Section 15061 of the CEQA Guidelines, the project meets requirements for project exemption, as there is no possibility that the modification of existing Municipal Codes related to present and future energy efficiency may have a significant effect on the environment, while the activity in this case would not be subject to CEQA requirements. The proposed amendment also 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.

### SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the ordinance amendment attached hereto as Exhibit A.

### SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

### SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 11th day of September, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**ORDINANCE JURAT**

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

I, Jane Halsted, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 852 had its first reading on August 28, 2012 and had its second reading on September 11, 2012, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11<sup>th</sup> day of September, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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CITY CLERK

(SEAL)

**9.11.040 Off-street parking requirements.**

**EXHIBIT A**

A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:

**Table 9.11.040A-12**

**Off-Street Parking Requirements**

<b>Use</b>	<b>Requirement</b>	<b>Covered Parking</b>	<b>Notes</b>
<b>Residential Uses</b>			
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units			Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Studio	1.25/unit	1 covered/unit	
1 bedroom	1.5/unit	1 covered/unit	
2 bedrooms	2.0/unit	1 covered/unit	
3+ bedrooms	2.5/unit	2 covered/unit	
<b>Senior housing</b>			
Studio	1.0/unit	1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A)
1 bedroom	1.25/unit	1 covered/unit	

2+ bedrooms	1.5/unit	1 covered/unit	of this chapter.
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		

**Table 9.11.040B-12  
Off-Street Parking Requirements**

<b>Commercial Uses</b>	<b>Requirement</b>	<b>Notes</b>
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public. 2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like).
Automobile washing and waxing establishments:		
Self-serve	2 spaces + 2/washing stall	
Automated	10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	

Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.
Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand alone use.
Hotel, motel	1/guest room	
Kennels	2 spaces per 1,000 sq. ft.	2 spaces per 1,000 sq. ft. of indoor animal enclosure.
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
<b>Commercial Uses</b>	<b>Requirement</b>	<b>Notes</b>
Nail salons	1 space for every 2 work stations	
School, private		
Business and trade	10 spaces + 24/classroom	
College	10 spaces + 30/classroom	
Elementary/junior high	10 spaces + 2/classroom	Special design requirements shall apply for bus loading and parent drop-off points.
Senior high	10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum.
Medical and health services:		
Convalescent and nursing homes	1/3 beds	
Homeless shelter	1/4 beds	
Hospitals	1/bed	
Residential care facilities	(See Residential Uses, Section 9.11.040 Table 9.11.040A-12)	
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	
Recreation:		
Arcades	1/75 sq. ft. of gross floor area	
Bowling and billiards	5/alley + 2/billiard table	
Commercial stables	1/5 horse capacity for boarding on-site	
Golf course	6/hole	
Golf driving range	1/tee	
Golf, miniature	3/hole	

Health club	1/100 sq. ft. of gross floor area	
Parks—Public and private	To be determined by the approval authority based upon an approved parking study	
Skating rink	1/100 sq. ft. of gross floor area	
Tennis, handball and racquetball facilities	3/court	
Theaters	1/3 fixed seats	

**Table 9.11.040C-12**

**Off-Street Parking Requirements**

<b>Use</b>	<b>Requirement</b>	<b>Notes</b>
<b>Industrial Uses</b>		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to the loading parking stall already provided at the dock door.
Research and development	1/350 sq. ft. of gross floor area	
Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	

**Table 9.11.040D-12**

**Off-Street Parking Requirements**



Use	Requirement	Notes
<b>Public and Quasi-Public Uses</b>		
Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	

B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

No. of Automobile Spaces Provided	No. of Accessible Spaces Provided
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5

151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 826 § 3.4, 2011; Ord. 808 § 2.5.2, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359, 1992)

C. Low Emitting Fuel Efficient Carpool/Vanpool Vehicle Parking

1. Eight (8) percent of required parking shall be designated for any combination of low-emitting, fuel efficient and carpool /vanpool vehicles for all new non-residential development.

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**9.11.040 Off-street parking requirements.**

A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:

**Table 9.11.040A-12**

**Off-Street Parking Requirements**

Use	Requirement	Covered Parking	Notes
<b>Residential Uses</b>			
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units			Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Studio	1.25/unit	1 covered/unit	
1 bedroom	1.5/unit	1 covered/unit	
2 bedrooms	2.0/unit	1 covered/unit	
3+ bedrooms	2.5/unit	2 covered/unit	
<b>Senior housing</b>			
Studio	1.0/unit	1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.
1 bedroom	1.25/unit	1 covered/unit	
2+ bedrooms	1.5/unit	1 covered/unit	

Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		

**Table 9.11.040B-12  
Off-Street Parking Requirements**

<b>Commercial Uses</b>	<b>Requirement</b>	<b>Notes</b>
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public. 2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like).
Automobile washing and waxing establishments:		
Self-serve	2 spaces + 2/washing stall	
Automated	10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.

Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand alone use.
Hotel, motel	1/guest room	
Kennels	2 spaces per 1,000 sq. ft.	2 spaces per 1,000 sq. ft. of indoor animal enclosure.
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
<b>Commercial Uses</b>	<b>Requirement</b>	<b>Notes</b>
Nail salons	1 space for every 2 work stations	
School, private		
Business and trade	10 spaces + 24/classroom	
College	10 spaces + 30/classroom	
Elementary/junior high	10 spaces + 2/classroom	Special design requirements shall apply for bus loading and parent drop-off points.
Senior high	10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum.
Medical and health services:		
Convalescent and nursing homes	1/3 beds	
Homeless shelter	1/4 beds	
Hospitals	1/bed	
Residential care facilities	(See Residential Uses, Section 9.11.040 Table 9.11.040A-12)	
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	
Recreation:		
Arcades	1/75 sq. ft. of gross floor area	
Bowling and billiards	5/alley + 2/billiard table	
Commercial stables	1/5 horse capacity for boarding on-site	
Golf course	6/hole	
Golf driving range	1/tee	
Golf, miniature	3/hole	
Health club	1/100 sq. ft. of gross floor area	



Parks—Public and private	To be determined by the approval authority based upon an approved parking study	
Skating rink	1/100 sq. ft. of gross floor area	
Tennis, handball and racquetball facilities	3/court	
Theaters	1/3 fixed seats	

**Table 9.11.040C-12**

**Off-Street Parking Requirements**

Use	Requirement	Notes
<b>Industrial Uses</b>		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to the loading parking stall already provided at the dock door.
Research and development	1/350 sq. ft. of gross floor area	
Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	

**Table 9.11.040D-12**

**Off-Street Parking Requirements**

Use	Requirement	Notes
<b>Public and Quasi-Public Uses</b>		

Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	

B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

No. of Automobile Spaces Provided	No. of Accessible Spaces Provided
1—25	1
26—50	2

51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

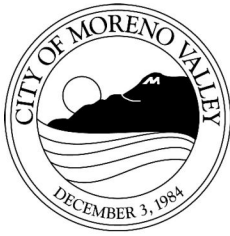
9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 826 § 3.4, 2011; Ord. 808 § 2.5.2, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359, 1992)

C. Low Emitting Fuel Efficient Carpool/Vanpool Vehicle Parking

1. Eight (8) percent of required parking shall be designated for any combination of low-emitting, fuel efficient and carpool /vanpool vehicles for all new non-residential development.

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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** August 28, 2012

**TITLE:** HEARING ON PROPOSED RESOLUTIONS OF NECESSITY TO MAKE FINDINGS AND DETERMINATIONS AND TO AUTHORIZE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT-OF-WAY FOR THE SR-60/MORENO BEACH INTERCHANGE PROJECT PHASE 2 – PROJECT NO. 801 0021 70 77

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing.
2. Approve and adopt the Planning Division's finding that the Project is consistent with the General Plan.
3. Find the adoption of the proposed Resolutions of Necessity and acquisition of the fee and easement interests necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment and is excluded from NEPA in that this activity cannot individually or cumulatively have a significant effect on the human environment and no environmental assessment is required. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Initial Study/Negative Declaration (IS/ND) and its NEPA/CEQA Re-validation prepared for the Project.

4. Consider and find that the attached "Factual Summary to Support Findings Required in Resolutions Nos. 2012-63, 2012-64, 2012-65, and 2012-66" is true and correct as to each of the proposed Resolutions of Necessity.
5. Consider, find and determine that each of the statements, findings and facts in each of the proposed Resolutions of Necessity is true and correct.
6. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interests to be taken, by a vote of two-thirds of all members of the City Council, Resolution No. 2012-63, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee And The Easements In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APN: 488-080-013].
7. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interests to be taken, by a vote of two-thirds of all members of the City Council, Resolution No. 2012-64, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee And The Easements In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APNs: 488-080-014 And 488-080-017].
8. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interests to be taken, by a vote of two-thirds of all members of the City Council, Resolution No. 2012-65, A Resolution Of The City Council Of The City Of Moreno Valley,



California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee And The Easement In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APN: 488-080-016].

9. If the City has not approved the "Agreement for Conveyance of Property" for the property identified in this proposed Resolution, adopt the following Resolution, which identifies the property by Assessor Parcel Number and the interest to be taken, by a vote of two-thirds of all members of the City Council, Resolution No. 2012-66, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition Of The Fee Interest In The Herein-Described Property Is Necessary For The State Route 60/Moreno Beach Interchange Improvement Project – Phase 2; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Property [APN: 488-270-021].
10. Direct the City Attorney and Special Eminent Domain Counsel for the City to file appropriate actions in Eminent Domain, including making Deposits of Probable Compensation and to seek Orders for Prejudgment Possession and for all other appropriate orders.

## **BACKGROUND**

The overall purpose of the Moreno Beach Interchange Project is to provide operational improvements to facilitate traffic movement at and near the SR-60/Moreno Beach Drive interchange, alleviate traffic congestion, and address existing bridge deficiencies. This Project is needed to improve safety, bring the bridge features up to current standards, and provide acceptable levels of service along the facility. The Project is designed and will be constructed in two phases. The subject of this report is for Phase 2 properties, which lie on the north side of SR-60.

On September 25, 2007, the City Council authorized execution of a Project Development Cooperative Agreement with the State of California for project

development activities, including final design, utility relocation engineering, and right-of-way acquisition.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons Transportation Group for design, right-of-way engineering, and construction support services. In Closed Session on October 20, 2010, the City Council authorized making offers and negotiating with nine property ownerships for the interchange, four of which are the subject of this report.

Caltrans, pursuant to the Project Development Cooperative Agreement and the Caltrans Right-of-Way Manual, Section 17.04.09.01, required that the City Council of Moreno Valley adopt a resolution to later hear Resolutions of Necessity for the Project and subsequently submit it to Caltrans for approval. A Resolution of Necessity is the legally required resolution authorizing condemnation of property necessary for the Project and the filing an eminent domain action to acquire said property through condemnation. On August 24, 2010, the City Council adopted Resolution No. 2010-75 in order to later hear Resolutions of Necessity should acquisition through condemnation become necessary for the SR 60/Moreno Beach Drive Improvements Project, and Caltrans has issued its approval.

## **DISCUSSION**

The City has been progressing in the steps necessary for the acquisition of right-of-way. The Caltrans Right-of-Way Manual details the steps necessary to initiate eminent domain actions, including conducting a hearing and adopting Resolutions of Necessity. Caltrans requires the adoption of a separate Resolution of Necessity and the filing of a separate eminent domain action for each property ownership interest.

Following the City Council's authorization on October 20, 2010, the City submitted written offer letters to the four (4) property ownerships as follows: APN: 488-080-013 – Chado & Chado Moreno Valley, Ltd.; APN: 488-080-014 and 488-080-017 – Equitable Moreno Valley II Partnership; APN: 488-080-016 – Thomas J. Chen, Glendy Liu Chen, Theresa Chen; and APN: 488-270-021 – Jocelyn Sarte McGinniss. The City negotiated extensively with three (3) ownership interests (Chado & Chado, Equitable Partnership and Chen), including negotiating with their counsel, since the offers were made. The fourth owner (McGinniss) refused to acknowledge receipt of the offers and has rebuffed all efforts to be contacted to attempt to purchase the property. In light of possible condemnation, the City had its appraiser prepare new appraisals for each property. On May 15, 2012, new written offers based on the new appraisals were mailed to each property ownership for the acquisition of the fee and easement interests necessary for the Project. These written offers constitute the written offers required by Government Code § 7267.2. To date the City has no "Agreement for Conveyance of Property" with any of the four owners and, thus, it is necessary for the City Council to hold its Hearing and consider adoption of the four (4) proposed Resolutions of Necessity.

If any owner executes an "Agreement for Conveyance of Property" before the Hearing, staff will present the agreement to the City for approval, and if one or more such agreements are approved, it will eliminate the need to adopt Resolutions of Necessity for those properties.

On June 18, 2012 the acquisition agent for the City—Overland, Pacific & Cutler, Inc. ("OPC")—mailed the Notice of Intent Package to all owners of the properties affected by the proposed Resolutions of Necessity. The owners were identified in the last equalized assessment roll of the County and were identified by litigation guarantee reports prepared by the title company for the City, and are known to have an interest in the properties. The Notice of Intent also notified owners of the hearing for the proposed Resolutions of Necessity, giving them the opportunity to appear and be heard by the City Council by sending a written request to the City Clerk. No requests to appear and/or be heard have been received. Pursuant to Code of Civil Procedure § 1245.235(b)(2), failure to file a written request to appear and be heard within 15 days after the Notice was mailed will result in waiver of the right to appear and be heard. Thus the City Council is not required to hear testimony or evidence from owners or owners' representatives who may appear at the hearing since the opportunity to appear and be heard has been waived.

At the Hearing on the proposed Resolutions of Necessity, the City Council will consider evidence presented by staff, property owners who have requested to appear and be heard and other interested parties and decide if the requirements set out below are met. The Council may elect to adopt the Resolutions of Necessity by a two-thirds vote of all members of the City Council. The amount of compensation to be paid will not be an issue at the Hearing nor in determining whether to adopt the Resolutions of Necessity. The issues the City Council must consider to adopt the Resolutions of Necessity are whether:

(a) The public interest and necessity require the Project (the SR-60/Moreno Beach Drive Interchange Improvement Project – Phase 2).

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

(c) The property sought to be acquired is necessary for the Project.

(d) The offer required by Government Code § 7267.2 has been made to the owner of record.

Staff has carefully analyzed the requirement for the proposed Project and, based on that analysis, has concluded the acquisition of the fee and/or easement interests as identified in the proposed Resolutions of Necessity is necessary to implement the Project, the Project is designed in such a manner that it will be most compatible with the greatest public good and least private injury and the property sought to be acquired is necessary for the Project. Each Resolution of Necessity contains as attachments legal

descriptions of the properties and property interests sought to be acquired and right-of-way maps depicting the properties. These acquisitions will go to litigation and City staff and retained counsel will be authorized to substitute plat maps that depict each property interest for the right of way maps as the eminent domain cases proceed in court.

It is also necessary that the Council find that the adoption of the proposed Resolutions of Necessity and the acquisition of the fee and easement interests necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment and is excluded from NEPA in that this activity cannot individually or cumulatively have a significant effect on the human environment and no environmental assessment is required. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Initial Study/Negative Declaration (IS/ND) and its NEPA/CEQA Re-validation prepared for the SR-60/Moreno Beach Interchange Project, and no changes to the circumstances under which the Project is to be undertaken which would alter the determination.

It is also necessary for the City to make the deposit of funds equal to the appraised fair market value of the property interests to be acquired with the State Treasurer for valuation date preservation and for commitment of funds to maintain funding for this Project. It may also be necessary to obtain orders for possession from the Court prior to judgment to allow the work to commence in a timely manner based on obtaining construction funding. All the property in question is vacant and no residents, business or agricultural use will be displaced by the action.

Staff is requesting the adoption of the proposed Resolutions of Necessity for those properties necessary for which the City Council has not approved an "Agreement for Conveyance of Property," authorizing the filing of eminent domain proceedings, making the deposit of funds for the probable amount of compensation and subsequently seeking orders for possession prior to judgment to allow the work for the Project to proceed in a timely manner. Staff is providing the City Council with the "Factual Summary to Support Findings Required in Resolutions Nos. 2012-63, 2012-64, 2012-65 and 2012-66" (Attachment "E") for each of the Resolutions of Necessity, attached to this report as Attachments "A" through "D" to support the findings necessary for the adoption of each respective Resolution of Necessity.

The City has retained the law firm of Singer & Coffin, APC to act as its Special Eminent Domain Counsel relating to preparation and recommended approval of the Resolutions of Necessity and related documents prerequisite to filing the eminent domain actions.

**ALTERNATIVES**

The City Council may:

1. Approve Recommendations 2 through 10, including adoption of Resolution Nos. 2012-63, 2012-64, 2012-65, and 2012-66 authorizing acquisition of the property interests in question by eminent domain and authorizing the actions set forth in the proposed Resolutions of Necessity. *This alternative will allow necessary actions to be in place so the Project continues to proceed without interruption.*
2. Do not approve Recommendations 2 through 10. *This alternative may delay the construction of needed improvements.*

**FISCAL IMPACT**

There is no new fiscal impact related to the adoption of these resolutions. Offers were made within previously-budgeted and authorized amounts. Phase 2 right-of-way is funded by Transportation Uniform Mitigation Fee (TUMF) funds. These funds have been allocated for the SR-60/Moreno Beach Interchange Improvements Project (Phase 2) and cannot be utilized for operational activities. The TUMF funds are required to be expended by October 2012 or WRCOG will remove them from this project. There is no impact to the General Fund.

**ANTICIPATED PROJECT SCHEDULE**

Complete Design and Right-of-Way ..... July 2013

**CITY COUNCIL GOALS**

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

The City Council is asked to adopt Resolution No. 2012-63, Resolution No. 2012-64, Resolution No. 2012-65, and Resolution No. 2012-66 for the acquisition of the property interests and to take the other actions specified to implement the SR-60/Moreno Beach Improvements Project (Phase 2).

**ATTACHMENTS/EXHIBITS**

Attachment "A" Resolution No. 2012-63 [APN: 488-080-013]

Attachment "B" Resolution No. 2012-64 [APN: 488-080-014 & 488-080-017]

Attachment "C" Resolution No. 2012-65 [APN: 488-080-016]

Attachment "D" Resolution No. 2012-66 [APN: 488-270-021]

Attachment "E" – Factual Summary to Support Findings Required in Resolution Nos. 2012- 63, 2012-64, 2012-65 and 2012-66

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

Department Head Approval  
 Ahmad R. Ansari, P.E.  
 Public Works Director/City Engineer

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

Concurred By:  
 John Terell  
 Planning Official

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



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**RESOLUTION NO. 2012-63**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF PROPERTY FOR PUBLIC STREET AND HIGHWAY PURPOSES INCLUDING RELATED IMPROVEMENTS AND FACILITIES; THAT THE ACQUISITION OF THE FEE AND THE EASEMENTS IN THE HEREIN-DESCRIBED PROPERTY IS NECESSARY FOR THE STATE ROUTE 60/MORENO BEACH INTERCHANGE IMPROVEMENT PROJECT – PHASE 2; THAT THE PROJECT IS PLANNED IN A MANNER THAT IS MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY; AUTHORIZING PROCEEDINGS TO BE COMMENCED IN EMINENT DOMAIN; AND AUTHORIZING THE DEPOSIT OF NECESSARY FUNDS AND THE PAYMENT OF NECESSARY EXPENSES AND FEES FOR ACQUISITION OF SAID PROPERTY; AND AUTHORIZING COUNSEL TO OBTAIN AN ORDER FOR PREJUDGMENT POSSESSION OF THE SUBJECT PROPERTY [APN: 488-080-013]

Owner	Assessor Parcel Number/ Caltrans Parcel Number
Chado & Chado/Moreno Valley, Ltd., a California Limited Partnership	488-080-013 / 21449-1, 2, 3, 4

WHEREAS, notice and a reasonable opportunity to appear and be heard has been given to the persons who appear to be the owners of the hereinafter described property and whose name and address appears on the last equalized assessment roll in compliance with and as required by Code of Civil Procedure § 1245.235(a), relating to whether the public interest and necessity require the herein-described Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; whether the property sought to be

Attachment "A"

acquired is necessary for the Project; and whether the offer required by Government Code § 7267.2 has been made to the owner or owners of record; and said hearing was held and conducted before the City Council on August 28, 2012, at the time and place indicated in the notice of hearing; and

WHEREAS, the City Council has considered all matters necessary to be considered and duly presented at said hearing; and

WHEREAS, at least two-thirds of all the members of the City Council do hereby vote to adopt this Resolution:

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

Section 1. Pursuant to the provisions of the California Constitution, including Article I Section 19 thereof, and as authorized by California Government Code, §§ 37350, 37350.5, 37351, 40401 and 40404 and pursuant to the applicable provisions of California Code of Civil Procedure, §§ 1230.010, et seq, and other applicable provisions of law, the City of Moreno Valley is authorized to acquire the fee and easement interests in the real property which are shown on the maps attached hereto and described more fully in the legal descriptions attached hereto as follows:

<b>Ownership</b>	<b>Assessor Parcel No. /Caltrans Parcel No.</b>	<b>Exhibits</b>	<b>Interests to be Taken</b>
Chado & Chado/Moreno Valley, Ltd., a California Limited Partnership	488-080-013 / 21449-1	A-1 and B-1	Fee

<b>Ownership</b>	<b>Assessor Parcel No. /Caltrans Parcel No.</b>	<b>Exhibits</b>	<b>Interests to be Taken</b>
Chado & Chado/Moreno Valley, Ltd., a California Limited Partnership	488-080-013 / 21449-2	A-2 and B-2	Slope/Drainage Easement
Chado & Chado/Moreno Valley, Ltd., a California Limited Partnership	488-080-013 / 21449-3	A-3 and B-3	Temporary Construction Easement
Chado & Chado/Moreno Valley, Ltd., a California Limited Partnership	488-080-013 / 21449-4	A-4 and B-4	Roadway Easement

As referenced in the table above, all legal descriptions of the property interests to be acquired have an A prefix and all maps have a B prefix. The fee interest, slope/drainage easement and roadway easement are permanent. The temporary construction easement as described above will be in effect for a period of 18 months after the City gives notice to the owner. Generally all property interests to be acquired are sometimes referred to later in this Resolution as the “property”. In relation to the hereinafter described Project the said Exhibits, as attached hereto and incorporated herein by this reference, describe the location and extent of the property, including the fee, the slope/drainage easement, the roadway easement and the temporary construction easement interests therein, being taken.

Section 2. Acquisition of the hereinabove described property sought to be condemned herein or of one or more interest therein, is for a public use, to wit: State Route 60/Moreno Beach Interchange Improvement Project – Phase 2 and for the

construction, reconstruction, operation, removal, replacement, widening, relocation, repair and maintenance of public street and highway and incidental improvements, uses and purposes, including bridges, drains, sewers and utilities, utility relocation and all improvements described in the construction plans, including any modifications thereof, and for uses and purposes consistent therewith and related thereto, and including, without limitation by this reference, the right to enter upon and for ingress and egress upon, to and from said property, said proposed acquisition and use being herein referred to as the "Project."

Section 3. The interests in the property sought to be condemned herein, which constitute only a portion of larger parcels of real property, are described herein, and the property to be condemned is situated in the City of Moreno Valley, County of Riverside, State of California.

Section 4. The City Council further hereby declares, finds, determines and resolves as follows:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- (c) The property, or the interests to be acquired therein, is necessary for the Project; and
- (d) The offer required by Government Code § 7267.2 has been made to the owner or owners of record.

Section 5. In the event any of the property or the interests to be acquired therein is already appropriated to an existing and different public use, the City Council hereby finds and determines that the herein-described public use or uses are

more necessary than said existing public use, and acquisition hereby is permitted under the provisions of Code of Civil Procedure §§ 1240.610, et seq.

Section 6. The City Attorney is authorized to make such minor changes in the legal descriptions of the property and also including the substitution of plat maps for the particular property interest or interests to be acquired for the right of way maps that serve as exhibits to this Resolution and in the pleadings to be filed which have been authorized herein, as is deemed necessary, for the conduct of the condemnation action or other proceedings required to acquire the property.

Section 7. The City Council finds and determines that the purposes for which the above-described property is to be taken are public purposes and the uses therefore are authorized by law, and the taking of said property or property interests is necessary to such uses.

Section 8. The City Council hereby authorizes and directs the preparation and prosecution of proceedings in the name of the City of Moreno Valley in the Superior Court of the State of California, for the County of Riverside, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the property and property interests by condemnation in accordance with the provisions of the Constitution and laws of the State of California relating to eminent domain, to obtain applicable fee simple interest and easements in, over, under, across, along, through, and within the property, as described herein, and to obtain an order permitting the City, as plaintiff, to take possession of the property prior to judgment for use in construction and completion of the Project, and to obtain all other proper orders and judgments as may be necessary.

Section 9. The City Attorney and Singer and Coffin, APC, the law firm retained as counsel to represent the City in the proceedings, are hereby authorized and directed to prepare and prosecute in the name of the City such proceeding or proceedings as are necessary to accomplish such acquisition; and to prepare and file such pleadings, briefs and other documents, and to make such arguments and to take such actions as may be necessary in the opinion of said attorneys to acquire for said City possession including prejudgment possession and title and ownership of the property and real property interests sought herein. Said attorneys are specifically authorized to take whatever steps and procedures are available to them under the eminent domain law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, §§ 1230.010 and following) to complete such acquisition.

Section 10. The City is authorized and directed upon instruction from counsel for the City to make or cause to be made the deposit with the State Treasurer or in court out of proper funds of the City for the probable just compensation according to law, for jury fees, reporter's fees and other litigation costs and expenses.

APPROVED AND ADOPTED this 28th day of August, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



**EXHIBIT "A-1"**

**FEE**

**[See Attached]**

**EXHIBIT "A"**

That portion of Lots 3 and 6, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

**COMMENCING** at the northwest corner of said Lot 3; thence South 00°26'18" West along the west line of said Lots 3 and 6, a distance of 1067.76 feet to the **POINT OF BEGINNING**, also being the beginning of Course "A"; thence North 82°37'34" East along said Course "A", a distance of 177.30 feet to the beginning of Course "B"; thence North 68°07'48" East along said Course "B", a distance of 330.46 feet to the beginning of Course "C"; thence North 09°50'44" East along said Course "C", a distance of 347.77 feet; thence South 89°33'45" East a distance of 85.67 feet to the northwesterly line of Parcel "G" granted to the State of California by Grant Deed recorded December 27, 1962 as Instrument No. 119152, Official Records of Riverside County; thence South 04°28'09" West along said northwesterly line, a distance of 648.53 feet to the northerly line of said Parcel "G"; thence South 89°57'16" West along said northerly line, a distance of 452.99 feet; thence continuing along said northerly line, South 88°39'33" West, a distance of 131.65 feet to said west line of said Lot 6; thence North 00°26'16" East along said west line, a distance of 73.42 feet to the **POINT OF BEGINNING**.

Containing 120,646 square feet of land, more or less.

TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way (Moreno Beach Drive).

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway, over and across said Courses "A" through "C", inclusive.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik  
Janeen Nedlik, L.S. 7563  
Expires 12/31/11

Date Oct 5, 2010



08-Co-RTE-PM 19.08-21449 (21449-1)

**EXHIBIT "A-2"**  
**SLOPE/DRAINAGE EASEMENT**

**[See Attached]**

**EXHIBIT "A"**

That portion of Lot 3, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

**COMMENCING** at the northwest corner of said Lot 3; thence South 00°26'20" West along the west line of said Lot 3 and Lot 6 of said Block 28 a distance of 1067.76 feet; thence North 82°37'34" East a distance of 177.30 feet; thence North 68°07'48" East a distance of 330.46 feet; thence North 09°50'44" East a distance of 347.77 feet; thence South 89°33'45" East a distance of 9.22 feet to the **POINT OF BEGINNING**; thence continuing South 89°33'45" East a distance of 45.71 feet; thence North 00°26'15" East a distance of 82.66 feet; thence North 04°26'54" East a distance of 159.73 feet; thence North 89°33'28" West a distance of 7.98 feet; thence South 14°54'35" West a distance of 113.60 feet; thence South 09°16'01" West a distance of 133.59 feet to the **POINT OF BEGINNING**.

Containing 6,781 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

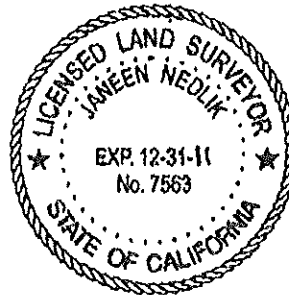
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature

Janeen Nedlik  
Janeen Nedlik, L.S. 7563  
Expires 12/31/11

Date

June 8, 2010



**08-RIV-60-MP 19.08-21449 (21449-2)**

**EXHIBIT "A-3"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**[See Attached]**

**EXHIBIT "A"**

That portion of Lot 3, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

**COMMENCING** at the northeast corner of said Lot 3; thence North 89°32'50" West, along the north line of said Lot 3, a distance of 2.49 feet to the **POINT OF BEGINNING**; thence South 04°26'54" West, a distance of 333.78 feet; thence North 89°33'28" West, a distance of 7.98 feet; thence North 00°26'31" East, a distance of 157.85 feet; thence North 05°55'16" East, a distance of 175.92 feet to the north line of said Lot 3; thence South 89°32'50" East, along said north line, a distance of 14.51 feet to the **POINT OF BEGINNING**;

Containing 5,070 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik  
Janeen Nedlik, L.S. 7563  
Expires 12/31/11

Date June 8, 2010



08-RIV-60-MP 19.08-21449 (21449-3)

**EXHIBIT "A-4"**  
**ROADWAY EASEMENT**  
**[See Attached]**

**EXHIBIT "A"**

That portion of Lots 3 and 6, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

**COMMENCING** at the northwest corner of said Lot 3; thence South 00°26'18" West along the west line of said Lots 3 and 6, a distance of 1067.76 feet; thence North 82°37'34" East a distance of 177.30 feet; thence North 68°07'48" East a distance of 330.46 feet; thence North 09°50'44" East a distance of 347.77 feet; thence South 89°33'45" East a distance of 54.93 feet to the **POINT OF BEGINNING**; thence North 00°26'15" East a distance of 82.66 feet; thence North 04°26'54" East a distance of 493.51 feet to the north line of said Lot 3; thence South 89°32'50" East along said north line, a distance of 2.49 feet to the east line of said Lot 3; thence South 00°26'15" West along said east line, a distance of 486.17 feet; to the northwesterly line of Parcel "G" granted to the State of California by Grant Deed recorded December 27, 1962 as Instrument No. 119152, Official Records of Riverside County; thence South 04°28'09" West along said northwesterly line, a distance of 89.01 feet ; thence North 89°33'45" West a distance of 30.74 feet to the to the **POINT OF BEGINNING**.

Containing 12,501 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik  
Janeen Nedlik, L.S. 7563  
Expires 12/31/11

Date Oct 5, 2010



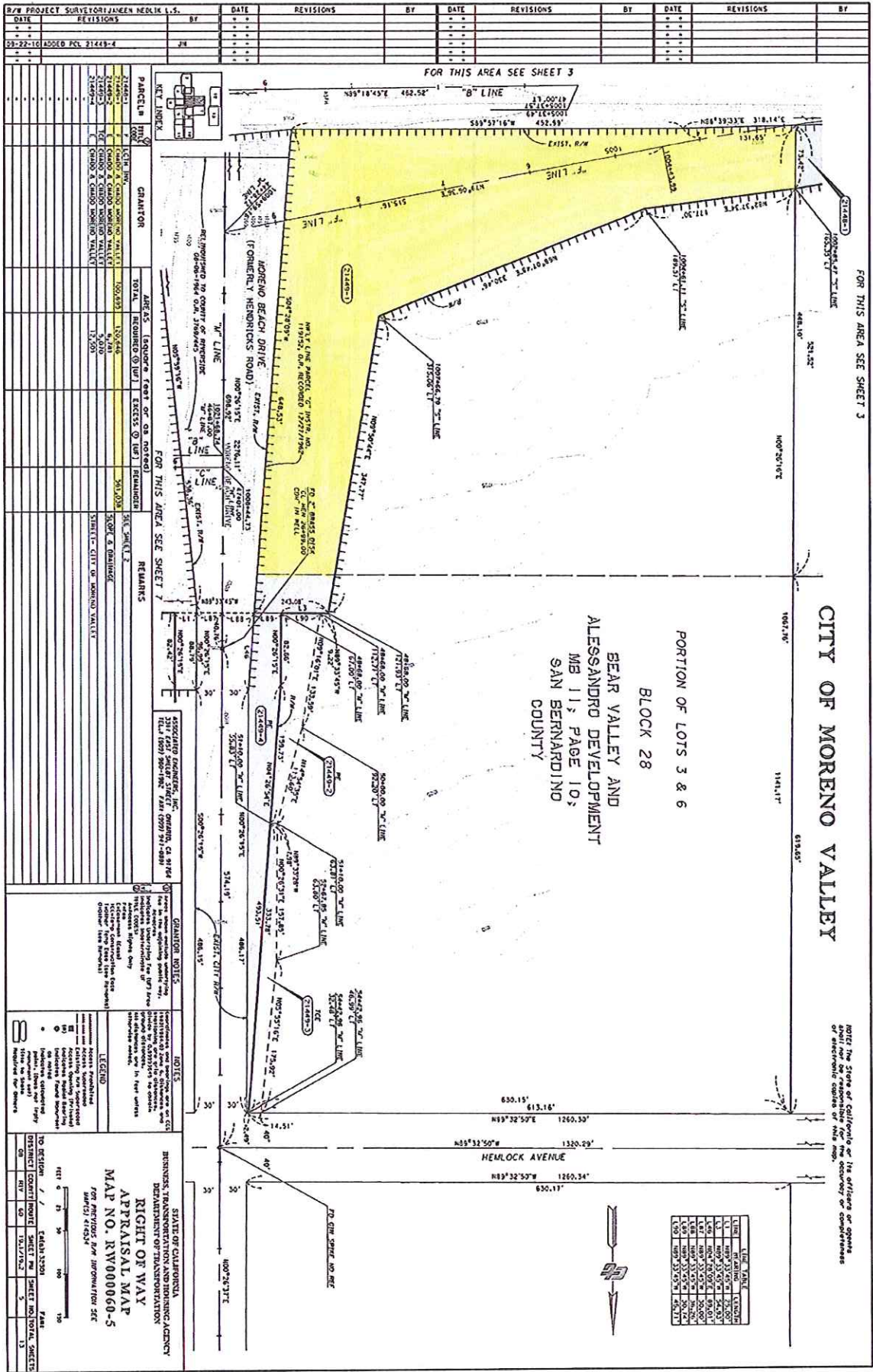
08-RIV-60-MP 19.08-21449 (21449-4)



**EXHIBIT "B-1"**

**FEE**

**[See Attached]**



**EXHIBIT "B-2"**

**SLOPE/DRAINAGE EASEMENT**

**[See Attached]**

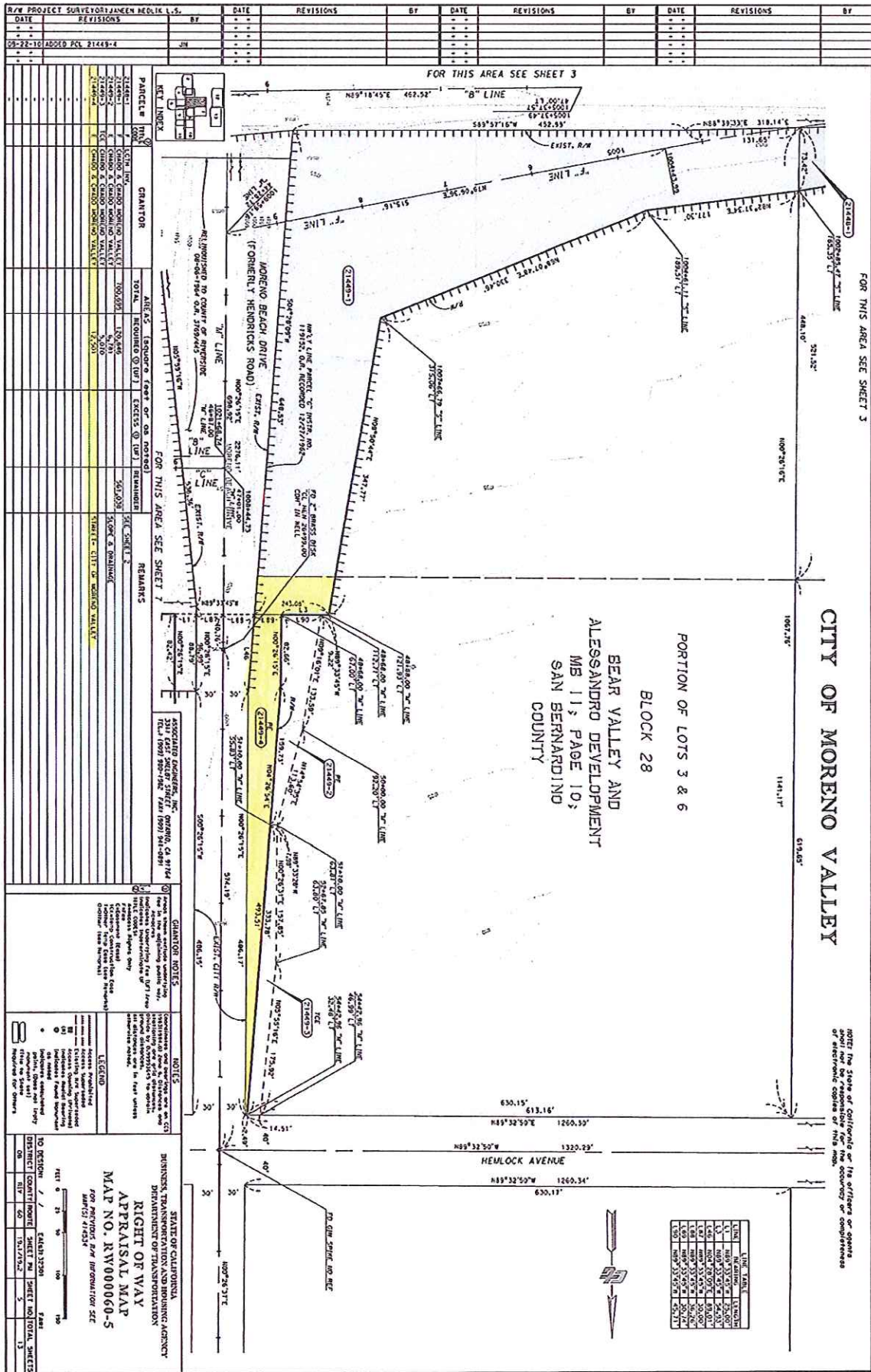


**EXHIBIT "B-3"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**[See Attached]**





**EXHIBIT "B-4"**  
**ROADWAY EASEMENT**  
**[See Attached]**



R/W PROJECT SURVEYOR	JANEAN NEOLIS L.S.
DATE	REVISIONS
08-28-10	ADDED PCL 21448-4

DATE	REVISIONS	BY

NO. DISTRICT	COMMITMENT SHEET NO.	COMMITMENT SHEET NO. (TOTAL)
08	117	60
08	117	60
08	117	60
08	117	60
08	117	60

NO. DISTRICT	COMMITMENT SHEET NO.	COMMITMENT SHEET NO. (TOTAL)
08	117	60
08	117	60
08	117	60
08	117	60
08	117	60

NO. DISTRICT	COMMITMENT SHEET NO.	COMMITMENT SHEET NO. (TOTAL)
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NO. DISTRICT	COMMITMENT SHEET NO.	COMMITMENT SHEET NO. (TOTAL)
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NO. DISTRICT	COMMITMENT SHEET NO.	COMMITMENT SHEET NO. (TOTAL)
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08	117	60
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NO. DISTRICT	COMMITMENT SHEET NO.	COMMITMENT SHEET NO. (TOTAL)
08	117	60
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08	117	60

NO. DISTRICT	COMMITMENT SHEET NO.	COMMITMENT SHEET NO. (TOTAL)
08	117	60
08	117	60
08	117	60
08	117	60
08	117	60



**RESOLUTION NO. 2012-64**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF PROPERTY FOR PUBLIC STREET AND HIGHWAY PURPOSES INCLUDING RELATED IMPROVEMENTS AND FACILITIES; THAT THE ACQUISITION OF THE FEE AND THE EASEMENTS IN THE HEREIN-DESCRIBED PROPERTY IS NECESSARY FOR THE STATE ROUTE 60/MORENO BEACH INTERCHANGE IMPROVEMENT PROJECT – PHASE 2; THAT THE PROJECT IS PLANNED IN A MANNER THAT IS MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY; AUTHORIZING PROCEEDINGS TO BE COMMENCED IN EMINENT DOMAIN; AND AUTHORIZING THE DEPOSIT OF NECESSARY FUNDS AND THE PAYMENT OF NECESSARY EXPENSES AND FEES FOR ACQUISITION OF SAID PROPERTY; AND AUTHORIZING COUNSEL TO OBTAIN AN ORDER FOR PREJUDGMENT POSSESSION OF THE SUBJECT PROPERTY [488-080-014 and 488-080-017]

Owner	Assessor Parcel Numbers/ Caltrans Parcel Numbers
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017 / 21450-1, 2, 3; 21452-1, 2

WHEREAS, notice and a reasonable opportunity to appear and be heard has been given to the persons who appear to be the owners of the hereinafter described property and whose name and address appears on the last equalized assessment roll in compliance with and as required by Code of Civil Procedure § 1245.235(a), relating to whether the public interest and necessity require the herein-described Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; whether the property sought to be

Attachment "B"

acquired is necessary for the Project; and whether the offer required by Government Code § 7267.2 has been made to the owner or owners of record; and said hearing was held and conducted before the City Council on August 28, 2012, at the time and place indicated in the notice of hearing; and

WHEREAS, the City Council has considered all matters necessary to be considered and duly presented at said hearing; and

WHEREAS, at least two-thirds of all the members of the City Council do hereby vote to adopt this Resolution:

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

Section 1. Pursuant to the provisions of the California Constitution, including Article I Section 19 thereof, and as authorized by California Government Code, §§ 37350, 37350.5, 37351, 40401 and 40404 and pursuant to the applicable provisions of California Code of Civil Procedure, §§ 1230.010, et seq, and other applicable provisions of law, the City of Moreno Valley is authorized to acquire the fee, the roadway easement, the slope/drainage easements and the temporary construction easement interests in the real property which are shown on the maps attached hereto and described more fully in the legal descriptions attached hereto as follows:

<b>Ownership</b>	<b>Assessor Parcel Nos. /Caltrans Parcel Nos.</b>	<b>Exhibits</b>	<b>Interests to be Taken</b>
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017 / 21452-1	A-1 and B-1	Fee

<b>Ownership</b>	<b>Assessor Parcel Nos. /Caltrans Parcel Nos.</b>	<b>Exhibits</b>	<b>Interests to be Taken</b>
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017 / 21450-1	A-2 and B-2	Roadway Easement
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017 / 21450-2	A-3 and B-3	Slope/Drainage Easement
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017/ 21452-2	A-4 and B-4	Temporary Construction Easement
Equitable Moreno Valley II Partnership, a California Limited Partnership	488-080-014 and 488-080-017 / 21450-3	A-5 and B-5	Temporary Construction Easement

As referenced in the table above, all legal descriptions of the property interests to be acquired have an A prefix and all maps have a B prefix. The fee interest, the roadway easement and the slope/drainage easement are permanent. The temporary construction easements as described above will be in effect for a period of 18 months after the City gives notice to the owner. Generally all property interests to be acquired are sometimes referred to later in this Resolution as the “property”. In relation to the hereinafter described Project the said Exhibits, as attached hereto and incorporated herein by this reference, describe the location and extent of the property, including the fee, the roadway easement, the slope/drainage easement and the temporary construction easements interests therein, being taken.

Section 2. Acquisition of the hereinabove described property sought to be condemned herein or of one or more interest therein, is for a public use, to wit: State

Route 60/Moreno Beach Interchange Improvement Project – Phase 2 and for the construction, reconstruction, operation, removal, replacement, widening, relocation, repair and maintenance of public street and highway and incidental improvements, uses and purposes, including bridges, drains, sewers and utilities, utility relocation and all improvements described in the construction plans, including any modifications thereof, and for uses and purposes consistent therewith and related thereto, and including, without limitation by this reference, the right to enter upon and for ingress and egress upon, to and from said property, said proposed acquisition and use being herein referred to as the “Project”.

Section 3. The interests in the property sought to be condemned herein, which constitute only a portion of larger parcels of real property, are described herein, and the property to be condemned is situated in the City of Moreno Valley, County of Riverside, State of California.

Section 4. The City Council further hereby declares, finds, determines and resolves as follows:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- (c) The property, or the interests to be acquired therein, is necessary for the Project; and
- (d) The offer required by Government Code § 7267.2 has been made to the owner or owners of record.

Section 5. In the event any of the property or the interests to be acquired therein is already appropriated to an existing and different public use, the City

Council hereby finds and determines that the herein-described public use or uses are more necessary than said existing public use, and acquisition hereby is permitted under the provisions of Code of Civil Procedure §§ 1240.610, et seq.

Section 6. The City Attorney is authorized to make such minor changes in the legal descriptions of the property and also including the substitution of plat maps for the particular property interest or interests to be acquired for the right of way maps that serve as exhibits to this Resolution and in the pleadings to be filed which have been authorized herein, as is deemed necessary, for the conduct of the condemnation action or other proceedings required to acquire the property.

Section 7. The City Council finds and determines that the purposes for which the above-described property is to be taken are public purposes and the uses therefore are authorized by law, and the taking of said property or property interests is necessary to such uses.

Section 8. The City Council hereby authorizes and directs the preparation and prosecution of proceedings in the name of the City of Moreno Valley in the Superior Court of the State of California, for the County of Riverside, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the property and property interests by condemnation in accordance with the provisions of the Constitution and laws of the State of California relating to eminent domain, to obtain applicable fee simple interest and easements in, over, under, across, along, through, and within the property, as described herein, and to obtain an order permitting the City, as plaintiff, to take possession of the property prior to judgment for use in construction and completion of the Project, and to obtain all other proper orders and judgments as may be necessary.

Section 9. The City Attorney and Singer and Coffin, APC, the law firm retained as counsel to represent the City in the proceedings, are hereby authorized and directed to prepare and prosecute in the name of the City such proceeding or proceedings as are necessary to accomplish such acquisition; and to prepare and file such pleadings, briefs and other documents, and to make such arguments and to take such actions as may be necessary in the opinion of said attorneys to acquire for said City possession including prejudgment possession and title and ownership of the property and real property interests sought herein. Said attorneys are specifically authorized to take whatever steps and procedures are available to them under the eminent domain law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, §§ 1230.010 and following) to complete such acquisition.

Section 10. The City is authorized and directed upon instruction from counsel for the City to make or cause to be made the deposit with the State Treasurer or in court out of proper funds of the City for the probable just compensation according to law, for jury fees, reporter's fees and other litigation costs and expenses.

APPROVED AND ADOPTED this 28th day of August, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT "A-1"**

**FEE**

**[See Attached]**



Exhibit "A"

That portion of Lot 8, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, together with a portion of Pettit street lying easterly of said Lot 8, more particularly described as follows:

**COMMENCING** at the southeast corner of Parcel 4 of Parcel Map No. 18061, Filed in Book 107, Page 73 and 74 of Parcel Maps in the Office of the County Recorder of Riverside County; thence North 00°26'09" East, along the east line of said Parcel 4, a distance of 23.71 feet; thence North 83°25'24" West, a distance of 346.89 feet to a point on the west line of Parcel 3, said Parcel Map No. 18061, also being a point on the centerline of Pettit Street as shown on said Map No. 1, Bear Valley and Alessandro Development Co.; thence continuing North 83°25'24" West, a distance of 30.17 feet to a point on the west line of said Pettit Street, said point being the **POINT OF BEGINNING**; thence continuing North 83°25'24" West, a distance of 63.00 feet to the beginning of a curve concave northeasterly, having a radius of 930.00 feet; thence northwesterly along said curve, through a central angle of 16°44'41", a distance of 271.79 feet; thence North 66°40'44" West, a distance of 106.30 feet; thence North 56°41'18" West, a distance of 246.71 feet to a point on the west line of said Lot 8, said point being distant South 00°26'13" West, along said west line, a distance of 213.50 feet from the northwest corner of said Lot 8; thence South 00°26'13" West, along said west line, a distance of 291.24 feet to the north line of that certain parcel of land described in the Deed to the State of California, recorded December 27, 1962 in Book 3289, Page 186 as Instrument No. 119152, Official Records of said County; thence South 85°45'47" East, along said north line, a distance of 339.25 feet; thence South 89°32'23" East, continuing along said north line, a distance of 291.46 feet to the west line of said Pettit Street; thence North 00°26'09" East, along said west line, a distance of 63.99 feet to the **POINT OF BEGINNING**.

TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way (Pettit Street).

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik  
Janeen Nedlik, L.S. 7563  
Expires 12/31/11

Date May 26, 2010



08-RIV-60-PM 18.95-21452(21452-1)

**EXHIBIT "A-2"**  
**ROADWAY EASEMENT**

**[See Attached]**

Exhibit "A"

That portion of Lot 2, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

**BEGINNING** at the northwest corner of said Lot 2; thence South 89°32'40" East, along the north line of said Lot 2, a distance of 4.06 feet; thence leaving said north line, South 01°59'48" East, a distance of 486.59 feet to the northerly line of Parcel "H" granted to the State of California by Grant Deed recorded December 27, 1962 in Book 3289, Page 186, Official Records of Riverside County; thence North 89°33'29" West, along said northerly line, a distance of 24.73 feet to the west line of said Lot 2, also being the east right-of-way line of Moreno Beach Drive (30' half-width, formerly Hendricks Road); thence North 00°26'15" East, along said east right-of-way line, a distance of 486.15 feet to the **POINT OF BEGINNING**.

Containing 6,998 square feet of land, more or less.

TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public ways (Hemlock Avenue and Moreno Beach Drive).

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik  
Janeen Nedlik, L.S. 7563  
Expires 12/31/11

Date May 27, 2010



08-RIV-60-PM 19.22-21450(21450-1)

**EXHIBIT "A-3"**  
**SLOPE/DRAINAGE EASEMENT**  
**[See Attached]**

**EXHIBIT "A"**

That portion of Lot 2, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

**COMMENCING** at the northwest corner of said Lot 2; thence South 89°32'40" East, along the north line of said Lot 2, a distance of 4.06 feet; thence leaving said north line, South 01°59'48" East, a distance of 243.17 feet to the **POINT OF BEGINNING**; thence continuing South 01°59'48" East, a distance of 243.42 feet to the northerly line of Parcel "H" granted to the State of California by Grant Deed recorded December 27, 1962 in Book 3289, Page 186, Official Records of Riverside County; thence South 89°33'29" East, along said northerly line, a distance of 19.28 feet to the beginning of a curve concave southerly having a radius of 197.99 feet; thence Easterly along said northerly line and said curve, a distance of 15.40 feet through a central angle of 04°27'28"; thence leaving said northerly line, North 06°44'47" West, a distance of 144.94 feet; thence North 14°36'35" West, a distance of 103.55 feet to the **POINT OF BEGINNING**

Containing 5,232 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik  
Janeen Nedlik, L.S. 7563  
Expires 12/31/11

Date May 27, 2010



08-RIV-60-MP 19.22-21450 (21450-2)

**EXHIBIT "A-4"**  
**TEMPORARY CONSTRUCTION EASEMENT**

**[See Attached]**

**EXHIBIT "A"**

That portion of Lot 8, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

**COMMENCING** at the intersection of the north line of said Lot 8 and the centerline of Pettit Street as shown on said Map No 1, Bear Valley and Alessandro Development Co.; thence South 00°26'10" West, along said centerline, a distance of 466.35 feet; thence North 83°25'24" West, a distance of 30.17 feet to a point on the west line of said Pettit Street, said point being the **POINT OF BEGINNING**; thence continuing North 83°25'24" West, a distance of 63.00 feet to the beginning of a curve, concave northeasterly, having a radius of 930.00 feet; thence northwesterly along said curve, through a central angle of 03°52'45", a distance of 62.96 feet; thence North 00°26'53" East, non-tangent to said curve, a distance of 50.00 feet; thence South 82°27'15" East, a distance of 125.92 feet to a point on said west line of Pettit Street; thence South 00°26'09" West along said west line, a distance of 50.00 feet to the **POINT OF BEGINNING**.

Containing 6,337 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik  
Janeen Nedlik, L.S. 7563  
Expires 12/31/11

Date May 26, 2010



08-RIV-60-MP 19.08-21452 (21452-2)



**EXHIBIT "A-5"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**[See Attached]**

**EXHIBIT "A"**

That portion of Lot 2, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

**COMMENCING** at the southeast corner of said Lot 2, Block 28; thence North 89°32'35" West, along the south line of said Lot 2, a distance of 367.13 feet to the **POINT OF BEGINNING**; thence continuing along said south line, North 89°32'35" West, a distance of 31.46 feet to the northeasterly line of Parcel "H" granted to the State of California by Grant Deed recorded December 27, 1962 in Book 3289, Page 186, Official Records of Riverside County, said point being the beginning of a non-tangent curve, concave southwesterly, having a radius of 197.99 feet and having at said point a radial line which bears North 71°34'49" East; thence northwesterly along said northeasterly line and said curve, through a central angle of 66°40'51", a distance of 230.42 feet; thence North 06°44'47" West, a distance of 30.54 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 227.99 feet and having at said point a radial line which bears North 03°21'00" East; thence southeasterly along said curve, through a central angle of 70°47'22", a distance of 281.68 feet to the **POINT OF BEGINNING**.

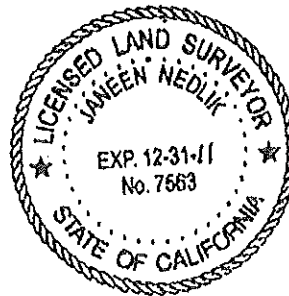
Containing 7,682 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik  
Janeen Nedlik, L.S. 7563  
Expires 12/31/11

Date July 7, 2010



08-RIV-60-MP 19.22-21450 (21450-3)

**EXHIBIT "B-1"**

**FEE**

**[See Attached]**



**EXHIBIT "B-2"**  
**ROADWAY EASEMENT**

**[See Attached]**





**EXHIBIT "B-3"**  
**SLOPE/DRAINAGE EASEMENT**

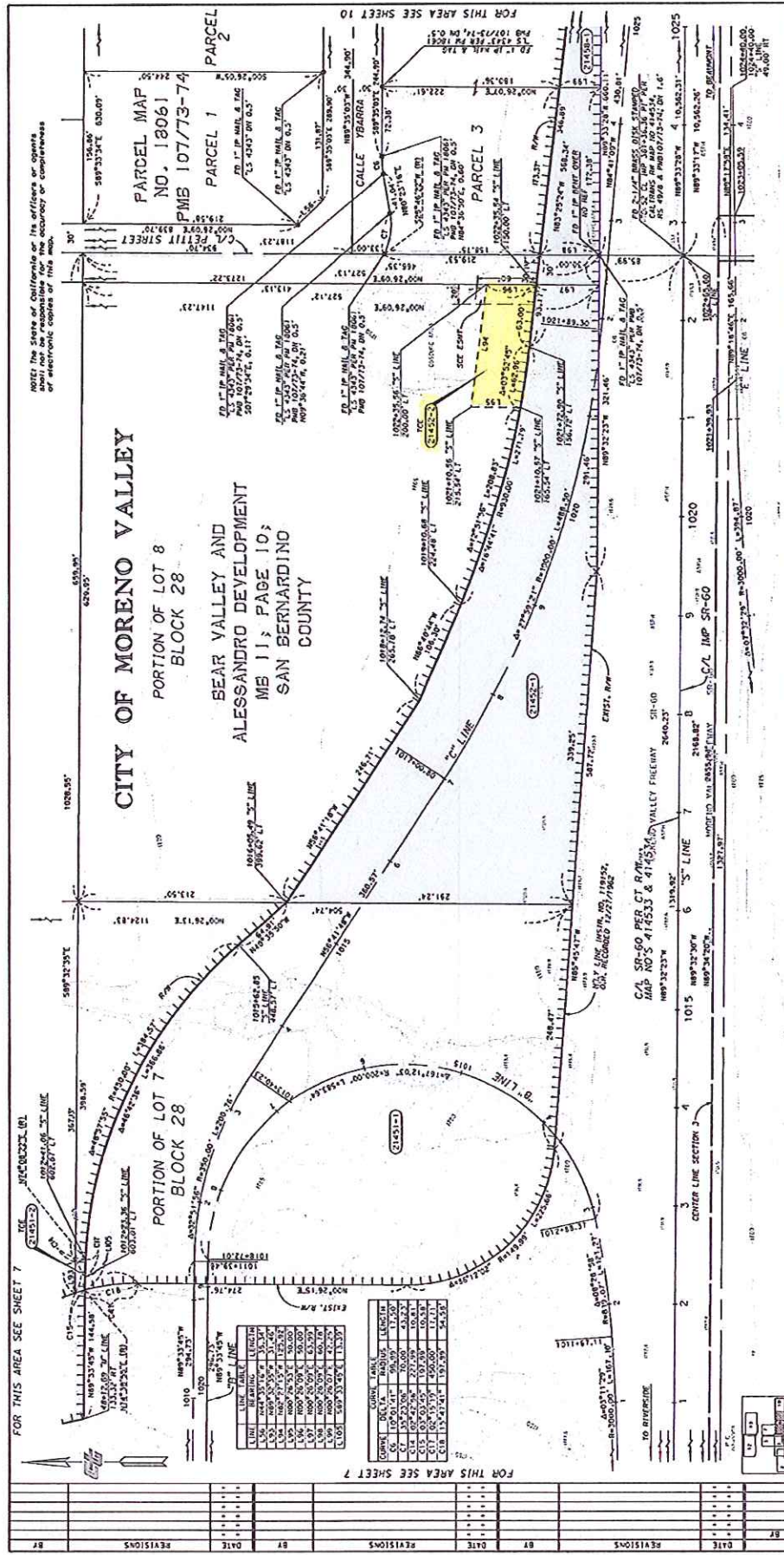
**[See Attached]**







**EXHIBIT "B-4"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**[See Attached]**



STATE OF CALIFORNIA  
 BUSINESS, TRANSPORTATION AND HOUSING AGENCY  
 DEPARTMENT OF PUBLIC UTILITIES  
**RIGHT OF WAY**  
**APPRAISAL MAP**  
**MAP NO. RW000060-8**  
 MAP ACQUIRED BY ACQUISITION SEE  
 MAPS 44264 & 41632

FOR THIS AREA SEE SHEET 7

FOR THIS AREA SEE SHEET 9

FOR THIS AREA SEE SHEET 10

APPROXIMATE ENGINEER'S OFFICE: MORENO, CA 91764  
 TEL: (909) 880-1822 FAX: (909) 880-1821

GRANTOR NOTES:  
 1. This map was prepared by the undersigned engineer on the basis of a field survey conducted on or about the date shown on this map.  
 2. The boundaries shown on this map are based on the survey data shown on this map.  
 3. The boundaries shown on this map are based on the survey data shown on this map.  
 4. The boundaries shown on this map are based on the survey data shown on this map.  
 5. The boundaries shown on this map are based on the survey data shown on this map.  
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 8. The boundaries shown on this map are based on the survey data shown on this map.  
 9. The boundaries shown on this map are based on the survey data shown on this map.  
 10. The boundaries shown on this map are based on the survey data shown on this map.

NOTES:  
 1. This map was prepared by the undersigned engineer on the basis of a field survey conducted on or about the date shown on this map.  
 2. The boundaries shown on this map are based on the survey data shown on this map.  
 3. The boundaries shown on this map are based on the survey data shown on this map.  
 4. The boundaries shown on this map are based on the survey data shown on this map.  
 5. The boundaries shown on this map are based on the survey data shown on this map.  
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 9. The boundaries shown on this map are based on the survey data shown on this map.  
 10. The boundaries shown on this map are based on the survey data shown on this map.

LEGEND:  
 [Symbol] Right of Way  
 [Symbol] Easement  
 [Symbol] Encroachment  
 [Symbol] Survey Line  
 [Symbol] Boundary Line  
 [Symbol] Proposed Right of Way  
 [Symbol] Proposed Easement  
 [Symbol] Proposed Encroachment  
 [Symbol] Proposed Survey Line  
 [Symbol] Proposed Boundary Line

PARCEL#	TYPE OF LOT	GRANTOR	AREAS (square feet or as noted)	REMARKS
2451-1	REMAINDER	THOMAS J. COLE		
2451-2	REMAINDER	THOMAS J. COLE		
2451-3	REMAINDER	THOMAS J. COLE		
2451-4	REMAINDER	THOMAS J. COLE		
2451-5	REMAINDER	THOMAS J. COLE		
2451-6	REMAINDER	THOMAS J. COLE		
2451-7	REMAINDER	THOMAS J. COLE		
2451-8	REMAINDER	THOMAS J. COLE		
2451-9	REMAINDER	THOMAS J. COLE		
2451-10	REMAINDER	THOMAS J. COLE		
2451-11	REMAINDER	THOMAS J. COLE		
2451-12	REMAINDER	THOMAS J. COLE		
2451-13	REMAINDER	THOMAS J. COLE		
2451-14	REMAINDER	THOMAS J. COLE		
2451-15	REMAINDER	THOMAS J. COLE		
2451-16	REMAINDER	THOMAS J. COLE		
2451-17	REMAINDER	THOMAS J. COLE		
2451-18	REMAINDER	THOMAS J. COLE		
2451-19	REMAINDER	THOMAS J. COLE		
2451-20	REMAINDER	THOMAS J. COLE		
2451-21	REMAINDER	THOMAS J. COLE		
2451-22	REMAINDER	THOMAS J. COLE		
2451-23	REMAINDER	THOMAS J. COLE		
2451-24	REMAINDER	THOMAS J. COLE		
2451-25	REMAINDER	THOMAS J. COLE		
2451-26	REMAINDER	THOMAS J. COLE		
2451-27	REMAINDER	THOMAS J. COLE		
2451-28	REMAINDER	THOMAS J. COLE		
2451-29	REMAINDER	THOMAS J. COLE		
2451-30	REMAINDER	THOMAS J. COLE		
2451-31	REMAINDER	THOMAS J. COLE		
2451-32	REMAINDER	THOMAS J. COLE		
2451-33	REMAINDER	THOMAS J. COLE		
2451-34	REMAINDER	THOMAS J. COLE		
2451-35	REMAINDER	THOMAS J. COLE		
2451-36	REMAINDER	THOMAS J. COLE		
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2451-41	REMAINDER	THOMAS J. COLE		
2451-42	REMAINDER	THOMAS J. COLE		
2451-43	REMAINDER	THOMAS J. COLE		
2451-44	REMAINDER	THOMAS J. COLE		
2451-45	REMAINDER	THOMAS J. COLE		
2451-46	REMAINDER	THOMAS J. COLE		
2451-47	REMAINDER	THOMAS J. COLE		
2451-48	REMAINDER	THOMAS J. COLE		
2451-49	REMAINDER	THOMAS J. COLE		
2451-50	REMAINDER	THOMAS J. COLE		
2451-51	REMAINDER	THOMAS J. COLE		
2451-52	REMAINDER	THOMAS J. COLE		
2451-53	REMAINDER	THOMAS J. COLE		
2451-54	REMAINDER	THOMAS J. COLE		
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2451-82	REMAINDER	THOMAS J. COLE		
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2451-85	REMAINDER	THOMAS J. COLE		
2451-86	REMAINDER	THOMAS J. COLE		
2451-87	REMAINDER	THOMAS J. COLE		
2451-88	REMAINDER	THOMAS J. COLE		
2451-89	REMAINDER	THOMAS J. COLE		
2451-90	REMAINDER	THOMAS J. COLE		
2451-91	REMAINDER	THOMAS J. COLE		
2451-92	REMAINDER	THOMAS J. COLE		
2451-93	REMAINDER	THOMAS J. COLE		
2451-94	REMAINDER	THOMAS J. COLE		
2451-95	REMAINDER	THOMAS J. COLE		
2451-96	REMAINDER	THOMAS J. COLE		
2451-97	REMAINDER	THOMAS J. COLE		
2451-98	REMAINDER	THOMAS J. COLE		
2451-99	REMAINDER	THOMAS J. COLE		
2451-100	REMAINDER	THOMAS J. COLE		

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
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**EXHIBIT "B-5"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**[See Attached]**





**RESOLUTION NO. 2012-65**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF PROPERTY FOR PUBLIC STREET AND HIGHWAY PURPOSES INCLUDING RELATED IMPROVEMENTS AND FACILITIES; THAT THE ACQUISITION OF THE FEE AND THE EASEMENT IN THE HEREIN-DESCRIBED PROPERTY IS NECESSARY FOR THE STATE ROUTE 60/MORENO BEACH INTERCHANGE IMPROVEMENT PROJECT – PHASE 2; THAT THE PROJECT IS PLANNED IN A MANNER THAT IS MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY; AUTHORIZING PROCEEDINGS TO BE COMMENCED IN EMINENT DOMAIN; AND AUTHORIZING THE DEPOSIT OF NECESSARY FUNDS AND THE PAYMENT OF NECESSARY EXPENSES AND FEES FOR ACQUISITION OF SAID PROPERTY; AND AUTHORIZING COUNSEL TO OBTAIN AN ORDER FOR PREJUDGMENT POSSESSION OF THE SUBJECT PROPERTY [APN: 488-080-016]

Owner	Assessor Parcel Number/ Caltrans Parcel Number
Thomas J. Chen, Glendy Liu Chen, Theresa B. Chen	488-080-016 / 21451-1, 2

WHEREAS, notice and a reasonable opportunity to appear and be heard has been given to the persons who appear to be the owners of the hereinafter described property and whose name and address appears on the last equalized assessment roll in compliance with and as required by Code of Civil Procedure § 1245.235(a), relating to whether the public interest and necessity require the herein-described Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; whether the property sought to be acquired is necessary for the Project; and whether the offer required by Government

Code § 7267.2 has been made to the owner or owners of record; and said hearing was held and conducted before the City Council on August 28, 2012, at the time and place indicated in the notice of hearing; and

WHEREAS, the City Council has considered all matters necessary to be considered and duly presented at said hearing; and

WHEREAS, at least two-thirds of all the members of the City Council do hereby vote to adopt this Resolution:

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

Section 1. Pursuant to the provisions of the California Constitution, including Article I Section 19 thereof, and as authorized by California Government Code, §§ 37350, 37350.5, 37351, 40401 and 40404 and pursuant to the applicable provisions of California Code of Civil Procedure, §§ 1230.010, et seq, and other applicable provisions of law, the City of Moreno Valley is authorized to acquire the fee and the temporary construction easement interests in the real property which are shown on the maps attached hereto and described more fully in the legal descriptions attached hereto as follows:

<b>Ownership</b>	<b>Assessor Parcel No./ Caltrans Parcel No.</b>	<b>Exhibits</b>	<b>Interests to be Taken</b>
Thomas J. Chen, Glendy Liu Chen, Theresa B. Chen, Owners	488-080-016 / 21451-1	A-1 and B-1	Fee

Ownership	Assessor Parcel No./ Caltrans Parcel No.	Exhibits	Interests to be Taken
Thomas J. Chen, Glendy Liu Chen, Theresa B. Chen, Owners	488-080-016 / 21451-2	A-2 and B-2	Temporary Construction Easement

As referenced in the table above, all legal descriptions of the property interests to be acquired have an A prefix and all maps have a B prefix. The fee interest is permanent. The temporary construction easement as described above will be in effect for a period of 18 months after the City gives notice to the owner. Generally all property interests to be acquired are sometimes referred to later in this Resolution as the “property”. In relation to the hereinafter described Project the said Exhibits, as attached hereto and incorporated herein by this reference, describe the location and extent of the property, including the fee and the temporary construction easement interests therein, being taken.

Section 2. Acquisition of the hereinabove described property sought to be condemned herein or of one or more interest therein, is for a public use, to wit: State Route 60/Moreno Beach Interchange Improvement Project – Phase 2 and for the construction, reconstruction, operation, removal, replacement, widening, relocation, repair and maintenance of public street and highway and incidental improvements, uses and purposes, including bridges, drains, sewers and utilities, utility relocation and all improvements described in the construction plans, including any modifications thereof, and for uses and purposes consistent therewith and related thereto, and including, without limitation by this reference, the right to enter upon and for ingress and egress

upon, to and from said property, said proposed acquisition and use being herein referred to as the "Project".

Section 3. The interests in the property sought to be condemned herein constitute only a portion of a larger parcel of real property, as described herein, and the property to be condemned is situated in the City of Moreno Valley, County of Riverside, State of California.

Section 4. The City Council further hereby declares, finds, determines and resolves as follows:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- (c) The property, or the interests to be acquired therein, are necessary for the Project; and
- (d) The offer required by Government Code § 7267.2 has been made to the owner or owners of record.

Section 5. In the event any of the property or the interests to be acquired therein is already appropriated to an existing and different public use, the City Council hereby finds and determines that the herein-described public use or uses are more necessary than said existing public use, and acquisition hereby is permitted under the provisions of Code of Civil Procedure §§ 1240.610, et seq.

Section 6. The City Attorney is authorized to make such minor changes in the legal descriptions of the property and also including the substitution of plat maps for the particular property interest or interests to be acquired for the right of way maps that serve as exhibits to this Resolution and in the pleadings to be filed which have been



authorized herein, as is deemed necessary, for the conduct of the condemnation action or other proceedings required to acquire the property.

Section 7. The City Council finds and determines that the purposes for which the above-described property is to be taken are public purposes and the uses therefore are authorized by law, and the taking of said property or property interests is necessary to such uses.

Section 8. The City Council hereby authorizes and directs the preparation and prosecution of proceedings in the name of the City of Moreno Valley in the Superior Court of the State of California, for the County of Riverside, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the property and property interests by condemnation in accordance with the provisions of the Constitution and laws of the State of California relating to eminent domain, to obtain applicable fee simple interest and easements in, over, under, across, along, through, and within the property, as described herein, and to obtain an order permitting the City, as plaintiff, to take possession of the property prior to judgment for use in construction and completion of the Project, and to obtain all other proper orders and judgments as may be necessary.

Section 9. The City Attorney and Singer and Coffin, APC, the law firm retained as counsel to represent the City in the proceedings, are hereby authorized and directed to prepare and prosecute in the name of the City such proceeding or proceedings as are necessary to accomplish such acquisition; and to prepare and file such pleadings, briefs and other documents, and to make such arguments and to take such actions as may be necessary in the opinion of said attorneys to acquire for said City possession including prejudgment possession and title and ownership of the

property and real property interests sought herein. Said attorneys are specifically authorized to take whatever steps and procedures are available to them under the eminent domain law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, §§ 1230.010 and following) to complete such acquisition.

Section 10. The City is authorized and directed upon instruction from counsel for the City to make or cause to be made the deposit with the State Treasurer or in court out of proper funds of the City for the probable just compensation according to law, for jury fees, reporter's fees and other litigation costs and expenses.

APPROVED AND ADOPTED this 28th day of August, 2012.

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

**EXHIBIT "A-1"**

**FEE**

**[See Attached]**

EXHIBIT "A"

That portion of Lot 7, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

**BEGINNING** at a point on the east line of said Lot 7, distant along said east line South 00°26'13" West, a distance of 213.50 feet from the northeast corner thereof; thence continuing South 00°26'13" West, along said east line, a distance of 291.24 feet to the northerly line of that certain parcel of land described in Grant Deed to the State of California, recorded December 27, 1962 as Instrument No. 119152, Official Records of Riverside County; thence along said northerly line the following four courses:

North 85°45'47" West, a distance of 248.47 feet to the beginning of a curve, concave northeasterly, having a radius of 149.99 feet;

Northwesterly along the arc of said curve through a central angle of 86°12'02", a distance of 225.66 feet;

North 00°26'15" East, a distance of 274.76 feet to the beginning of a curve, concave southwesterly, having a radius of 197.99 feet;

Northwesterly along the arc of said curve, through a central angle of 15°47'41", a distance of 54.58 feet;

thence South 89°33'45" East, a distance of 13.39 feet to the beginning of a curve, concave southwesterly, having a radius of 450.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 48°57'55", a distance of 384.57 feet; thence South 40°35' 50" East, a distance of 64.91 feet to the **POINT OF BEGINNING**.

Containing 3.656 acres of land, more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik  
Janeen Nedlik, L.S. 7563  
Expires 12/31/11



Date May 27, 2010

08-RIV-60-PM 19.25-21451 (21451-1)

**EXHIBIT "A-2"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**[See Attached]**

**EXHIBIT "A"**

That portion of Lot 7, Block 28 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

**COMMENCING** at the northeast corner of said Lot 7; thence North 89°32'35" West, along the north line of said Lot 7, a distance of 367.13 feet to the **POINT OF BEGINNING**, also being the beginning of a non-tangent curve, concave southwesterly, having a radius of 227.99 feet and having at said point a radial line which bears North 74°08'22" East; thence southeasterly along the arc of said curve, through a central angle of 02°42'56", a distance of 10.81 feet to the beginning of a non-tangent curve, concave southerly, having a radius of 450.00 feet and having at said point a radial line which bears North 02°41'34" East; thence westerly along the arc of said curve, through a central angle of 02°15'19", a distance of 17.71 feet; thence North 89°33'45" West, a distance of 13.39 feet to the beginning of a non-tangent curve, concave westerly, having a radius of 197.99 feet and having at said point a radial line which bears North 74°38'35" East; thence northerly along the arc of said curve, through a central angle of 03°03'45", a distance of 10.58 feet to said north line of Lot 7; thence South 89°32'35" East, along said north line, a distance of 31.46 feet to the **POINT OF BEGINNING**;

Containing 317 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik  
Janeen Nedlik, L.S. 7563  
Expires 12/31/11

Date May 27, 2010



08-RIV-60-MP 19.08-21451 (21451-2)

**EXHIBIT "B-1"**

**FEE**

**[See Attached]**





**EXHIBIT "B-2"**  
**TEMPORARY CONSTRUCTION EASEMENT**

**[See Attached]**





**RESOLUTION NO. 2012-66**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF PROPERTY FOR PUBLIC STREET AND HIGHWAY PURPOSES INCLUDING RELATED IMPROVEMENTS AND FACILITIES; THAT THE ACQUISITION OF THE FEE INTEREST IN THE HEREIN-DESCRIBED PROPERTY IS NECESSARY FOR THE STATE ROUTE 60/MORENO BEACH INTERCHANGE IMPROVEMENT PROJECT – PHASE 2; THAT THE PROJECT IS PLANNED IN A MANNER THAT IS MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY; AUTHORIZING PROCEEDINGS TO BE COMMENCED IN EMINENT DOMAIN; AND AUTHORIZING THE DEPOSIT OF NECESSARY FUNDS AND THE PAYMENT OF NECESSARY EXPENSES AND FEES FOR ACQUISITION OF SAID PROPERTY; AND AUTHORIZING COUNSEL TO OBTAIN AN ORDER FOR PREJUDGMENT POSSESSION OF THE SUBJECT PROPERTY [APN: 488-270-021]

Owner	Assessor Parcel Number/ Caltrans Parcel Number
Jocelyn Sarte McGinniss, Settlor and Trustee under the Jocelyn Sarte McGinniss Living Trust dated October 4, 2002	488-270-021 / 21457-1

WHEREAS, notice and a reasonable opportunity to appear and be heard has been given to the persons who appear to be the owners of the hereinafter described property and whose name and address appears on the last equalized assessment roll in compliance with and as required by Code of Civil Procedure § 1245.235(a), relating to whether the public interest and necessity require the herein-described Project; whether the Project is planned or located in the manner that will be most compatible with the

Attachment "D"

greatest public good and the least private injury; whether the property sought to be acquired is necessary for the Project; and whether the offer required by Government Code § 7267.2 has been made to the owner or owners of record; and said hearing was held and conducted before the City Council on August 28, 2012, at the time and place indicated in the notice of hearing; and

WHEREAS, the City Council has considered all matters necessary to be considered and duly presented at said hearing; and

WHEREAS, at least two-thirds of all the members of the City Council do hereby vote to adopt this Resolution:

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

Section 1. Pursuant to the provisions of the California Constitution, including Article I Section 19 thereof, and as authorized by California Government Code, §§ 37350, 37350.5, 37351, 40401 and 40404 and pursuant to the applicable provisions of California Code of Civil Procedure, §§ 1230.010, et seq, and other applicable provisions of law, the City of Moreno Valley is authorized to acquire the fee interest in the real property which is shown on the map attached hereto and described more fully in the legal description attached hereto as follows:

Ownership	Assessor Parcel No./ Caltrans Parcel No.	Exhibits	Interests to be Taken
Jocelyn Sarte McGinniss, Settlor and Trustee under the Jocelyn Sarte McGinniss Living Trust dated October 4, 2002	488-270-021 / 21457-1	A-1 and B-1	Fee

As referenced in the table above, the legal description of the property to be acquired has an A prefix and the map has a B prefix. The fee interest is permanent. Generally the property interest to be acquired is sometimes referred to later in this Resolution as the “property”. In relation to the hereinafter described Project the said Exhibits, as attached hereto and incorporated herein by this reference, describe the location and extent of the property being taken.

Section 2. Acquisition of the hereinabove described property sought to be condemned herein is for a public use, to wit: State Route 60/Moreno Beach Interchange Improvement Project – Phase 2 and for the construction, reconstruction, operation, removal, replacement, widening, relocation, repair and maintenance of public street and highway and incidental improvements, uses and purposes, including bridges, drains, sewers and utilities, utility relocation and all improvements described in the construction plans, including any modifications thereof, and for uses and purposes consistent therewith and related thereto, and including, without limitation by this reference, the right to enter upon and for ingress and egress upon, to and from said property, said proposed acquisition and use being herein referred to as the “Project”.

Section 3. The fee interest in the property sought to be condemned herein, which constitutes only a portion of the larger parcel of real property, is described herein, and the property to be condemned is situated in the City of Moreno Valley, County of Riverside, State of California.

Section 4. The City Council further hereby declares, finds, determines and resolves as follows:

- (a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) The property to be acquired therein, is necessary for the Project; and

(d) The offer required by Government Code § 7267.2 has been made to the owner or owners of record.

Section 5. In the event any of the property to be acquired therein is already appropriated to an existing and different public use, the City Council hereby finds and determines that the herein-described public use or uses are more necessary than said existing public use, and acquisition hereby is permitted under the provisions of Code of Civil Procedure §§ 1240.610, et seq.

Section 6. The City Attorney is authorized to make such minor changes in the legal descriptions of the property and also including the substitution of plat maps for the particular property interest or interests to be acquired for the right of way maps that serve as exhibits to this Resolution and in the pleadings to be filed which have been authorized herein, as is deemed necessary, for the conduct of the condemnation action or other proceedings required to acquire the property.

Section 7. The City Council finds and determines that the purposes for which the above-described property is to be taken are public purposes and the uses therefore are authorized by law, and the taking of said property is necessary to such uses.

Section 8. The City Council hereby authorizes and directs the preparation and prosecution of proceedings in the name of the City of Moreno Valley in the Superior Court of the State of California, for the County of Riverside, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the property

by condemnation in accordance with the provisions of the Constitution and laws of the State of California relating to eminent domain, to obtain applicable fee simple interest in the property, as described herein, and to obtain an order permitting the City, as plaintiff, to take possession of the property prior to judgment for use in construction and completion of the Project, and to obtain all other proper orders and judgments as may be necessary.

Section 9. The City Attorney and Singer and Coffin, APC, the law firm retained as counsel to represent the City in the proceedings, are hereby authorized and directed to prepare and prosecute in the name of the City such proceeding or proceedings as are necessary to accomplish such acquisition; and to prepare and file such pleadings, briefs and other documents, and to make such arguments and to take such actions as may be necessary in the opinion of said attorneys to acquire for said City possession including prejudgment possession and title and ownership of the property and real property interests sought herein. Said attorneys are specifically authorized to take whatever steps and procedures are available to them under the eminent domain law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, §§ 1230.010 and following) to complete such acquisition.

Section 10. The City is authorized and directed upon instruction from counsel for the City to make or cause to be made the deposit with the State Treasurer or in court out of proper funds of the City for the probable just compensation according to law, for jury fees, reporter's fees and other litigation costs and expenses.

APPROVED AND ADOPTED this 28th day of August, 2012.



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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

**EXHIBIT "A-1"**

**FEE**

**[See Attached]**

**EXHIBIT "A"**

That portion of the East Half of Lot 5, Block 29 of Map No. 1, Bear Valley and Alessandro Development Co. in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 11, Page 10 of Maps in the Office of the County Recorder of San Bernardino County, more particularly described as follows:

**BEGINNING** at the southeast corner of Parcel 4 of Parcel Map No. 18061 in the City of Moreno Valley, County of Riverside, State of California, Filed in Book 107, Page 73 and 74 of Parcel Maps in the Office of the County Recorder of Riverside County, also being a point on the west line of the East Half of said Lot 5; thence North 00°26'09" East, along said west line, a distance of 23.71 feet; thence South 83°25'24" East, a distance of 128.28 feet; thence South 89°33'28" East, a distance of 187.67 feet to the east line of said East Half of Lot 5, also being the west line of Tract 19444, Filed in Book 165, Pages 4 through 5, inclusive of Maps in the Office of the County Recorder of Riverside County; thence South 00°26'01" West, along said east line, a distance of 10.00 feet to the southerly line of that certain parcel of land described in Director's Deed recorded April 28, 1964 as Instrument No. 52475, Official Records of Riverside County; thence North 89°33'28" West, along said southerly line, a distance of 315.21 feet to the **POINT OF BEGINNING**.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

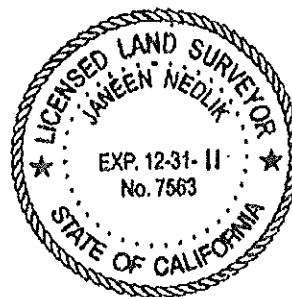
Containing 4,026 square feet of land, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000063554 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Janeen Nedlik  
Janeen Nedlik, L.S. 7563  
Expires 12/31/11

Date June 2, 2010

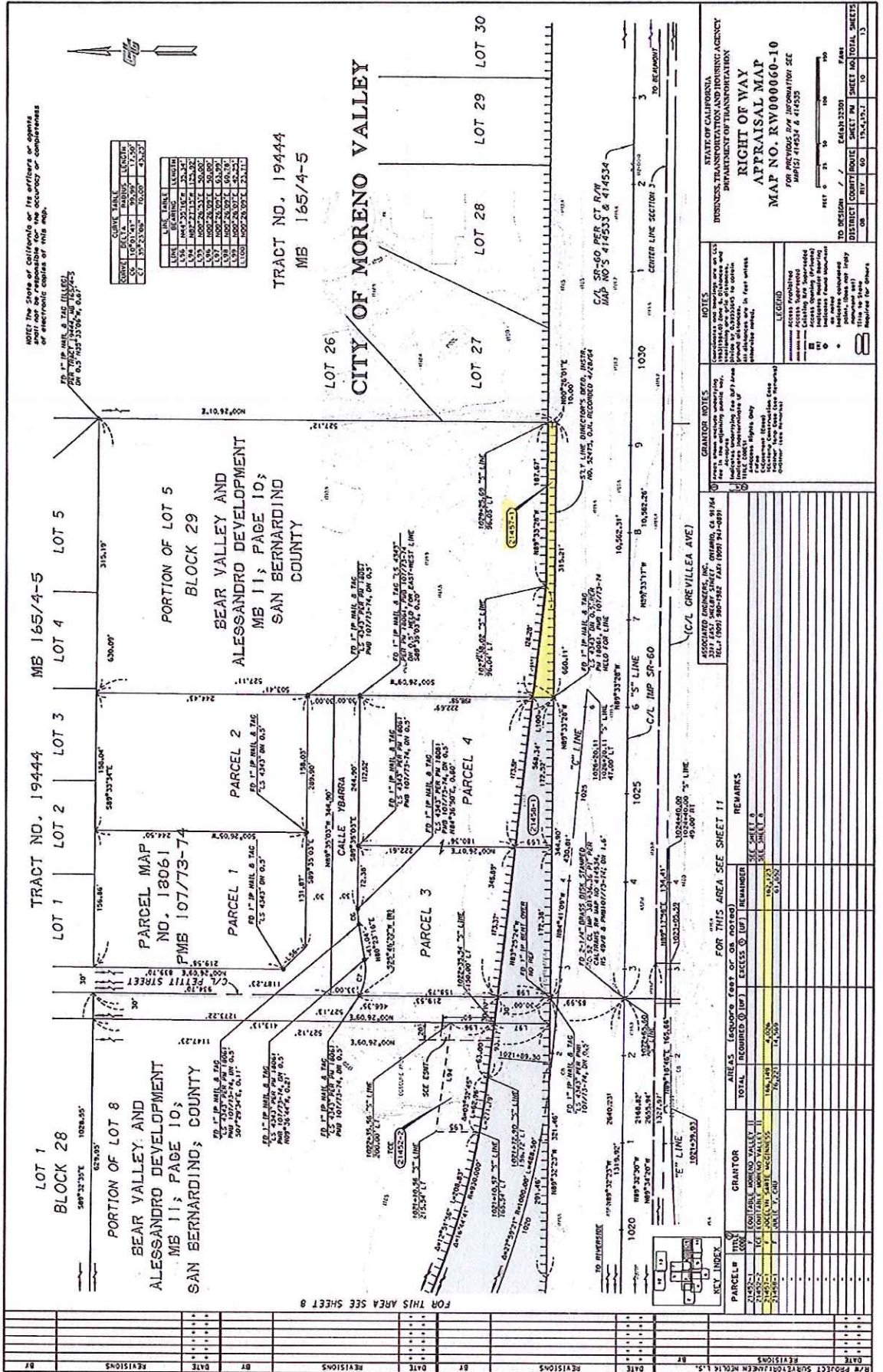


08-RIV-60-PM 19.08-21457 (21457-1)

**EXHIBIT "B-1"**

**FEE**

**[See Attached]**



FACTUAL SUMMARY TO SUPPORT  
FINDINGS REQUIRED IN THE RESOLUTION NOS. 2012-63,  
2012-64, 2012-65 and 2012-66

a) Notice and reasonable opportunity to appear and be heard has been given to the property owners whose names and addresses are in the last equalized assessment roll or who are known to the City as having an interest in the property affected by the proposed Resolutions of Necessity by the mailing on the Notice of Intent to Adopt Resolution of Necessity to Acquire Certain Real Property or Interest in Property by Eminent Domain on June 18, 2012, in conformance with and as required by statute. No such property owner or owner's representative has submitted a written request to appear and be heard at the designated Hearing to the City Clerk, to the retained acquisition agent or to outside counsel retained to process the eminent domain court cases. The opportunity for these owners to appear and be heard has been waived.

b) The public interest and necessity require this Project:

The SR-60/Moreno Beach Interchange and the adjoining streets have experienced rapid and heavy increases in traffic volume. Future growth of the region and development within the area will further add traffic volume to both SR-60 and the Moreno Beach Interchange. The existing right-of-way for the SR-60 Moreno Beach Interchange and for Moreno Beach Drive in the area of the Project is inadequate and insufficient to allow the full interchange and street improvements as designed. The lack of right-of-way prevents accommodation of a future bridge widening for the Moreno Beach Drive bridge that is necessary to accommodate future increases in anticipate traffic volumes.

It is also necessary to complete the interchange improvements and to improve Moreno Beach Drive to comply with the City's General Plan and Circulation Element and to provide for more efficient and safe vehicular travel.

The proposed acquisition of fee and easement interests will provide sufficient right-of-way to allow the improvement of the SR-60/Moreno Beach Interchange, to improve Moreno Beach Drive and to accommodate the future widening of the Moreno Beach Drive Bridge at the Interchange. Without the acquisition of the fee and the various easement interests the Project cannot be completed as planned and the goals and policies of the General Plan cannot be implemented.

The overall purpose of the SR-60/Moreno Beach Interchange Project is to improve the SR-60/Moreno Beach Interchange ramps through reconstruction and realignment, while providing a design that accommodates future bridge improvements. The SR-60/Moreno Beach Interchange Project will be constructed in phases and when completed will include the construction of Eastbound on/off ramps, Westbound on/off ramps and road improvements on Moreno Beach Drive that will include the replacement of the existing 2-

lane bridge with a 6-lane bridge crossing SR-60. The Project will also include construction of approximately 1,800 feet of storm drain improvements along Ironwood Avenue in the vicinity of Moreno Beach Drive, utility relocation, related drainage and shoulder improvements.

The implementation of this Project will implement the City's General Plan and the City Council's goals to create proper and free flowing streets and highways to further implement the Circulation Element of the General Plan.

It is further necessary to adopt the Resolution of Necessity to permit the City to file an eminent domain proceeding to enable the funding requirements for the Project to be met, to enable the Project to proceed as planned, and if needed to deposit the amount of probable compensation and obtain necessary orders for possession prior to judgment to allow possession of the property necessary for the Project to be obtained in a timely manner to meet the time schedule for construction of the improvements to the SR-60/Moreno Beach Interchange, Phase 2.

c) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury:

The design of the improvements for SR-60/Moreno Beach Interchange Project in the area contemplated has been carefully considered to minimize the impact of the Project on adjacent privately owned property while addressing the need for proper traffic flow, circulation and safety and to accommodate future bridge improvements for the Moreno Beach Drive Bridge. The improvements contemplated by the Project to complete the work of the Project require the acquisition of the fee and the easement interests for the installation, operation and maintenance of the proposed interchange improvements, street improvements and for the future bridge improvements to the Moreno Beach Drive Bridge. The fee and easement interest acquisitions are designed to require the take of only the amount of property and property interests necessary for approvals of the design of the Project to accomplish and permit the construction of the Project. The Project was planned and located in such a manner that the property and property interests to be taken in the actions are vacant and no residents, businesses or agricultural uses will be displaced by the Project - thereby minimizing private injury.

d) The fee and easement interests are necessary to the Project:

The existing right-of-way for the SR-60/Moreno Beach Interchange is not large enough to allow for the construction of the proposed interchange improvements, street and highway and other planned public improvements and to accommodate the future Moreno Beach Drive Bridge improvements. The additional right-of-way is necessary to allow for the construction, operation and maintenance of the proposed interchange and street and highway and other planned public improvements. The Project will improve traffic safety and circulation in the area.

e) All required offers have been made to the property owner or owners of the property to be condemned who were identified in litigation guarantees provided to the City by a title company and whose names and addresses were on the last equalized assessment roll in conformance with and in the manner required by § 7267.2 of the Government Code and the written offers were mailed to the owner or owners on May 15, 2012.



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## **CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES**

- a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)**

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

## Report to City Council

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**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:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** August 28, 2012

**TITLE:** PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR NPDES  
PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR CSD ZONE M

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### **RECOMMENDED ACTION**

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceeding for Assessor Parcel Number (APN) 485-081-034 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.
2. Staff recommends that the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for APN 485-081-034 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

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

N/A

### **BACKGROUND**

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the 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.

The Conditions of Approval for APN 485-081-034 require that a funding source be provided 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 owner of APN 485-081-034 ("Property Owner") the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. The Property Owner is given two opportunities to address the legislative body. These two opportunities are the Public Meeting on August 28, 2012 and the Public Hearing on September 11, 2012, 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 ballot is approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, 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. Approved CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charge was estimated based on the parcel's front linear footage to the existing Perris Blvd. median. Upon approval of the charge, APN 485-081-034 will be subject to the annual charge. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

### **ALTERNATIVES**

1. **Accept public comments** regarding the mail ballot proceeding for APN 485-081-034 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*
2. **Do not accept public comments** regarding the mail ballot proceeding for APN 485-081-034 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceeding to begin again.*

### **FISCAL IMPACT**

For fiscal year (FY) 2012/13, the NPDES annual regulatory rate and estimated CSD Zone M charge is as follows:

<b>Project</b>	<b>NPDES Maximum Commercial/Industrial Rate</b>	<b>CSD Zone M Annual Charge</b>
APN 485-081-034 (and any division thereof)	\$218	\$850.68

Beginning in FY 2013/14, 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 year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

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

The CSD Zone M annual charge, paid by the adjacent new developments, provides funding for the maintenance of improved medians within the CSD. The property owner of APN 485-081-034 is being balloted to provide a funding source for the maintenance costs of an existing median. The CSD Zone M charge will offset a portion of the funds collected from the contributing parcels adjacent to this median. **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 maintain the appearance of developed areas within the City.

#### **Revenue Diversification and Preservation**

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

### **SUMMARY**

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceeding for APN 485-081-034.

### **NOTIFICATION**

The Property Owner was given 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 Attachment 1.)

Newspaper advertising for the August 28, 2012, Public Meeting and September 11, 2012, Public Hearing was published in The Press-Enterprise on August 9, 2012. Additionally, the Public Hearing notification was published on August 23 and will be published again on August 30, 2012.

### **ATTACHMENTS**

Attachment 1: Mail Ballot Packet for APN 485-081-034

Prepared by:  
Jennifer A. Terry,  
Management Analyst

Department Head Approval:  
Ahmad R. Ansari, P.E.,  
Public Works Director/City Engineer

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

Concurred by:  
Mark Sambito,  
Engineering Division Manager

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



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TEL: 951.413.3480  
FAX: 951.413.3498  
WWW.MORENO-VALLEY.CA.US



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

Professors Fund IV  
Attention: Bob Emri  
990 Highland Dr., Suite 204  
Solana Beach, CA 92075

July 5, 2012

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 485-081-034**

**\*\*\*\*\* OFFICIAL BALLOTS ENCLOSED \*\*\*\*\***

**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 Parcel Number (APN) 485-081-034 the opportunity to express support or opposition for the approval of the NPDES regulatory rate and services and for 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 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 charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 485-081-034 is subdivided in the future. The charge levied shall not exceed the charge previously approved by the property owner.

## **Proposed Charge**

### *NPDES Maximum Commercial/Industrial Regulatory Rate*

For FY 2012/13, the NPDES maximum commercial/industrial regulatory rate is \$218 per parcel. The total amount of the NPDES rates levied for FY 2011/12 for the program as a whole was \$396,356.

### *CSD Zone M Charge*

The CSD Zone M annual charge for FY 2012/13 for the existing Perris Blvd. median is \$850.68. The total amount of the CSD Zone M charges levied for FY 2011/12 for the program as a whole was \$156,303.84.

## **Annual Adjustment**

### *NPDES Maximum Commercial/Industrial Regulatory Rate*

Beginning in FY 2013/14, 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 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.

### *CSD Zone M Charge*

Beginning in FY 2013/14, 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 485-081-034 (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 charge shall be placed on the Riverside County property tax bill. 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><b>Public Meeting</b></u>	<u><b>Public Hearing</b></u>
Tuesday, August 28, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, September 11, 2012 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 are Approved**

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

### **Effect if Inclusion into and Approval of the Charges are 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 the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

#### *CSD Zone M Charge*

If the returned valid ballot is marked opposing the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

### **For More Information**

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

### **Completing Your Ballot**

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and

return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the two 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 11, 2012**, 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.

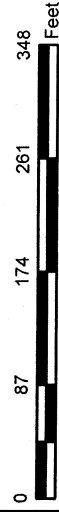
Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered 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.**

# Tentative Parcel Map 36449

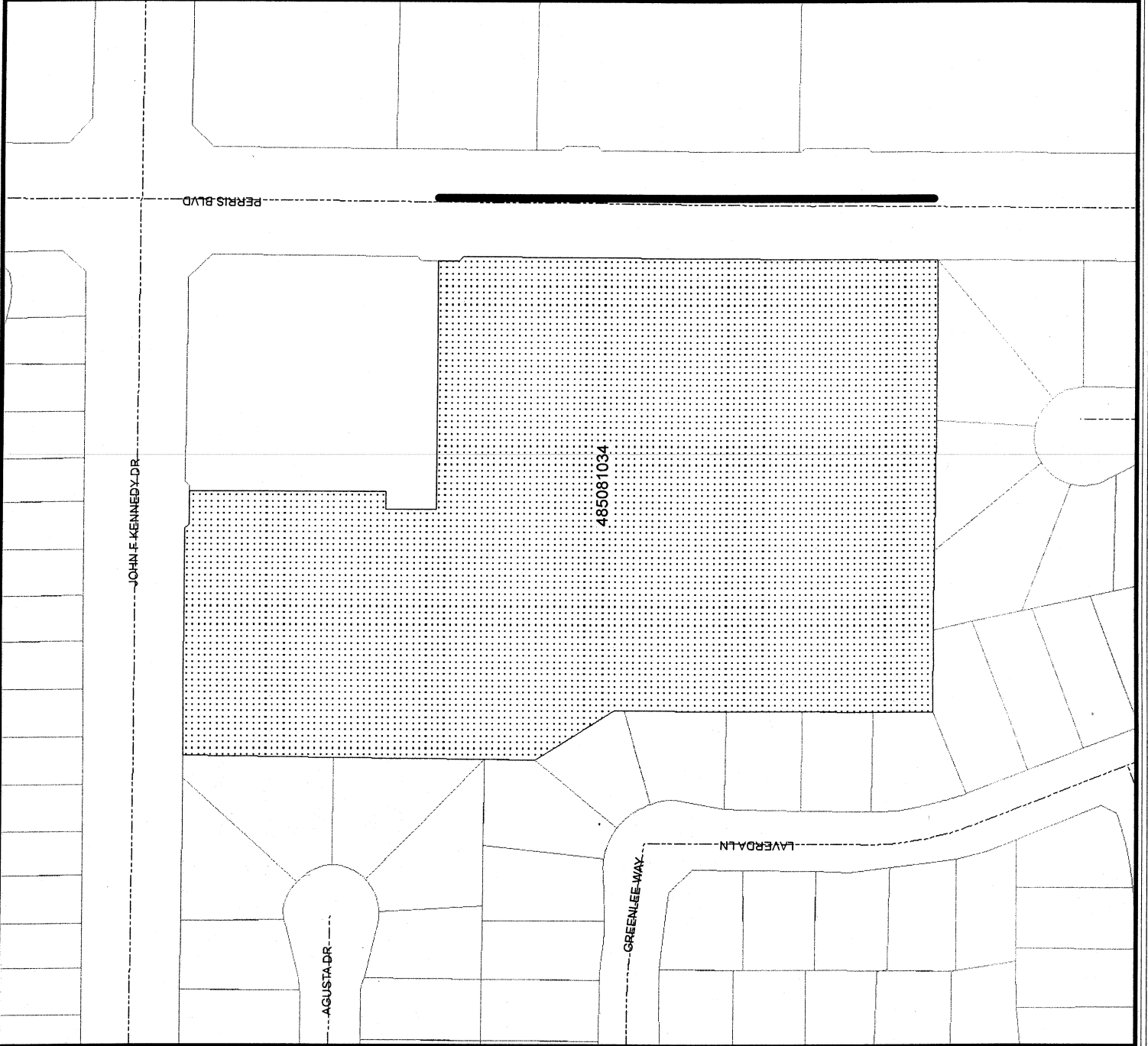
-  Median
-  Landscaped Areas
-  APN 485081034
-  Roads
-  Parcels
-  City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of July 2, 2012.



G:\AVP\SDA\Family Dollar PA11-0041.mxd

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



**COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE**  
 Adopted by the City Council on January 10, 2006

LEVEL 1		LEVEL II			
<b>NPDES Administration</b> <i>(Not covered by CSA 152)</i>		<b>Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance</b>			
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.  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.			
<b>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</b>		<b>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</b>			
<b>PROPOSED PARCEL RATE</b>	<b>Per Month</b> \$2.67	<b>Per Year</b> \$32.00	<b>PROPOSED PARCEL RATE</b>	<b>Per Month</b> \$12.58	<b>Per Year</b> \$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)
- FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)

**OFFICIAL MAIL BALLOT for  
Assessor Parcel Number (APN) 485-081-034**

**National Pollutant Discharge Elimination System (NPDES)  
Maximum Commercial/Industrial Regulatory Rate**

**YES\*** — as property owner of APN 485-081-034, I approve the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2012/13, the NPDES maximum commercial/industrial regulatory rate is \$218 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 2013/14, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous 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 485-081-034, 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
485-081-034 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$218

**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 11, 2012, 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



**OFFICIAL MAIL BALLOT for  
Assessor Parcel Number (APN) 485-081-034**

**Moreno Valley Community Services District (CSD) Zone M  
(Commercial, Industrial, and Multifamily Improved Median Maintenance)**

**YES\*** — as the property owner of APN 485-081-034, **I approve** the fiscal year (FY) 2012/13 CSD Zone M charge of \$850.68 for the existing Perris Blvd. median. Beginning FY 2013/14, 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. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

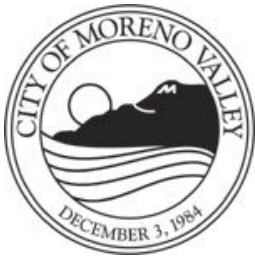
**NO\*\*** — as the property owner of APN 485-081-034, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program shall result in noncompliance with the project's Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
485-081-034 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$850.68

**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 11, 2012, 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



APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

## Report to City Council

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**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:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** August 28, 2012

**TITLE:** PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR NPDES  
PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 485-081-034 BALLOTING FOR CSD ZONE M

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### **RECOMMENDED ACTION**

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceeding for Assessor Parcel Number (APN) 485-081-034 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.
2. Staff recommends that the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for APN 485-081-034 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

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

N/A

### **BACKGROUND**

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the 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.

The Conditions of Approval for APN 485-081-034 require that a funding source be provided 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 owner of APN 485-081-034 ("Property Owner") the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. The Property Owner is given two opportunities to address the legislative body. These two opportunities are the Public Meeting on August 28, 2012 and the Public Hearing on September 11, 2012, 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 ballot is approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, 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. Approved CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charge was estimated based on the parcel's front linear footage to the existing Perris Blvd. median. Upon approval of the charge, APN 485-081-034 will be subject to the annual charge. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

### **ALTERNATIVES**

1. **Accept public comments** regarding the mail ballot proceeding for APN 485-081-034 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*
2. **Do not accept public comments** regarding the mail ballot proceeding for APN 485-081-034 for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceeding to begin again.*

### **FISCAL IMPACT**

For fiscal year (FY) 2012/13, the NPDES annual regulatory rate and estimated CSD Zone M charge is as follows:

<b>Project</b>	<b>NPDES Maximum Commercial/Industrial Rate</b>	<b>CSD Zone M Annual Charge</b>
APN 485-081-034 (and any division thereof)	\$218	\$850.68

Beginning in FY 2013/14, 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 year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

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

The CSD Zone M annual charge, paid by the adjacent new developments, provides funding for the maintenance of improved medians within the CSD. The property owner of APN 485-081-034 is being balloted to provide a funding source for the maintenance costs of an existing median. The CSD Zone M charge will offset a portion of the funds collected from the contributing parcels adjacent to this median. **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 maintain the appearance of developed areas within the City.

#### **Revenue Diversification and Preservation**

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

### **SUMMARY**

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceeding for APN 485-081-034.

### **NOTIFICATION**

The Property Owner was given 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 Attachment 1.)

Newspaper advertising for the August 28, 2012, Public Meeting and September 11, 2012, Public Hearing was published in The Press-Enterprise on August 9, 2012. Additionally, the Public Hearing notification was published on August 23 and will be published again on August 30, 2012.

### **ATTACHMENTS**

Attachment 1: Mail Ballot Packet for APN 485-081-034

Prepared by:  
Jennifer A. Terry,  
Management Analyst

Department Head Approval:  
Ahmad R. Ansari, P.E.,  
Public Works Director/City Engineer

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

Concurred by:  
Mark Sambito,  
Engineering Division Manager

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

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TEL: 951.413.3480  
FAX: 951.413.3498  
WWW.MORENO-VALLEY.CA.US



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

Professors Fund IV  
Attention: Bob Emri  
990 Highland Dr., Suite 204  
Solana Beach, CA 92075

July 5, 2012

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 485-081-034**

**\*\*\*\*\* OFFICIAL BALLOTS ENCLOSED \*\*\*\*\***

**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 Parcel Number (APN) 485-081-034 the opportunity to express support or opposition for the approval of the NPDES regulatory rate and services and for 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 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 charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 485-081-034 is subdivided in the future. The charge levied shall not exceed the charge previously approved by the property owner.

## **Proposed Charge**

### *NPDES Maximum Commercial/Industrial Regulatory Rate*

For FY 2012/13, the NPDES maximum commercial/industrial regulatory rate is \$218 per parcel. The total amount of the NPDES rates levied for FY 2011/12 for the program as a whole was \$396,356.

### *CSD Zone M Charge*

The CSD Zone M annual charge for FY 2012/13 for the existing Perris Blvd. median is \$850.68. The total amount of the CSD Zone M charges levied for FY 2011/12 for the program as a whole was \$156,303.84.

## **Annual Adjustment**

### *NPDES Maximum Commercial/Industrial Regulatory Rate*

Beginning in FY 2013/14, 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 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.

### *CSD Zone M Charge*

Beginning in FY 2013/14, 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 485-081-034 (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 charge shall be placed on the Riverside County property tax bill. 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><b>Public Meeting</b></u>	<u><b>Public Hearing</b></u>
Tuesday, August 28, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, September 11, 2012 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 are Approved**

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

### **Effect if Inclusion into and Approval of the Charges are 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 the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

#### *CSD Zone M Charge*

If the returned valid ballot is marked opposing the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

### **For More Information**

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

### **Completing Your Ballot**

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and

return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the two 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 11, 2012**, 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.**

# Tentative Parcel Map 36449

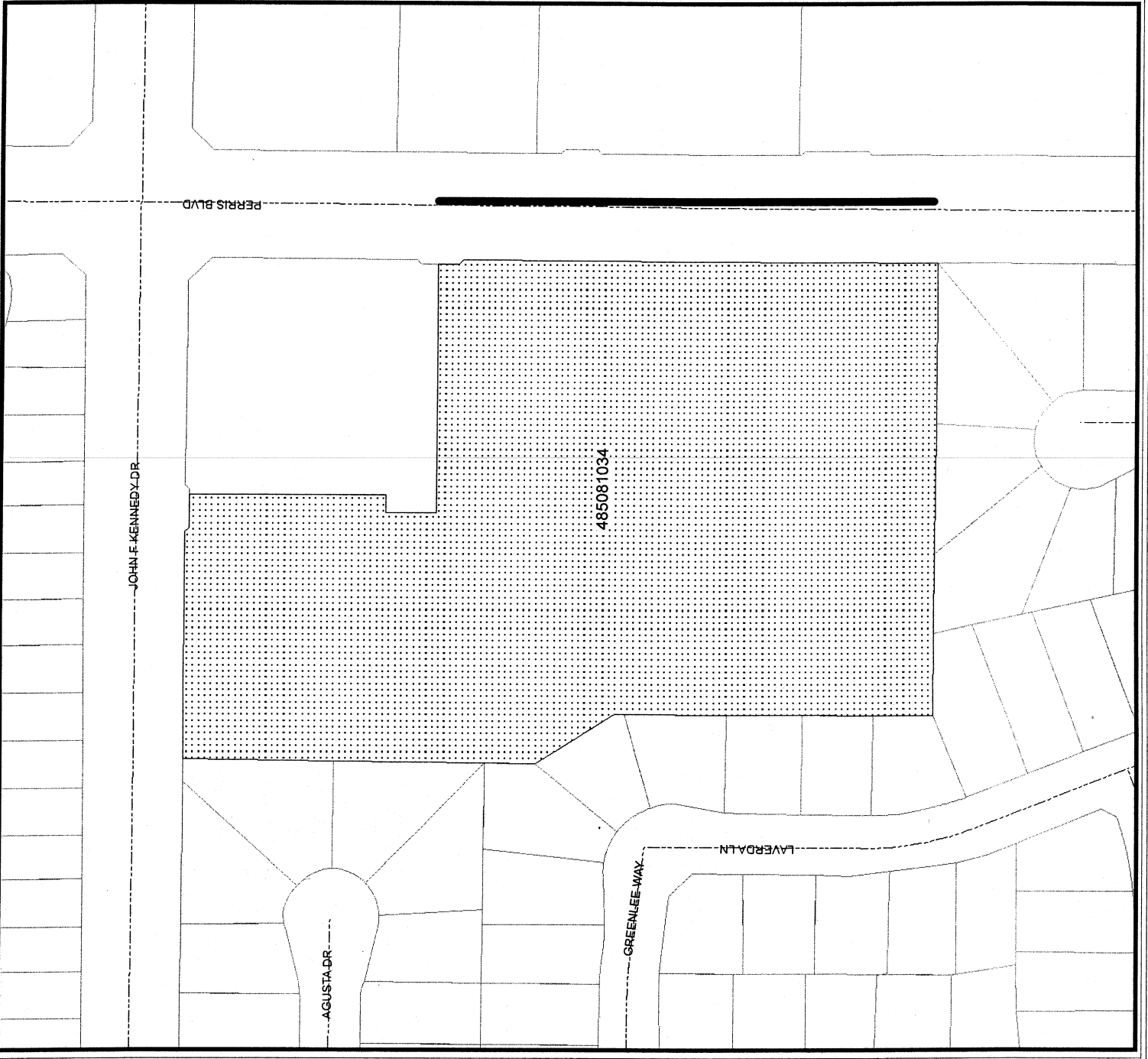
-  Median
-  Landscaped Areas
-  APN 485081034
-  Roads
-  Parcels
-  City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of July 2, 2012.



G:\AVP\SDA\Family Dollar PA11-0041.mxd

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



**COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE**  
 Adopted by the City Council on January 10, 2006

LEVEL 1	LEVEL II
<b>NPDES Administration</b> <i>(Not covered by CSA 152)</i>	<b>Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance</b>
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.  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.
<b>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</b>	
<b>PROPOSED PARCEL RATE</b>	<b>PROPOSED PARCEL RATE</b>
Per Month    \$2.67	Per Month    \$12.58
Per Year       \$32.00	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)
- FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)

**OFFICIAL MAIL BALLOT for  
Assessor Parcel Number (APN) 485-081-034**

**National Pollutant Discharge Elimination System (NPDES)  
Maximum Commercial/Industrial Regulatory Rate**

**YES\*** — as property owner of APN 485-081-034, I approve the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2012/13, the NPDES maximum commercial/industrial regulatory rate is \$218 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 2013/14, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous 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 485-081-034, 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
485-081-034 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$218

**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 11, 2012, 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

**OFFICIAL MAIL BALLOT for  
Assessor Parcel Number (APN) 485-081-034**

**Moreno Valley Community Services District (CSD) Zone M  
(Commercial, Industrial, and Multifamily Improved Median Maintenance)**

**YES\*** — as the property owner of APN 485-081-034, **I approve** the fiscal year (FY) 2012/13 CSD Zone M charge of \$850.68 for the existing Perris Blvd. median. Beginning FY 2013/14, 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. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

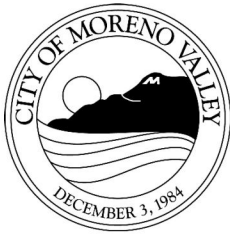
**NO\*\*** — as the property owner of APN 485-081-034, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program shall result in noncompliance with the project's Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
485-081-034 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$850.68

**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 11, 2012, 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



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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** August 28, 2012

**TITLE:** DRAFT ENERGY EFFICIENCY AND CLIMATE ACTION STRATEGY

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### **RECOMMENDED ACTION**

Staff recommends that the City Council review the policies in the attached Draft Energy Efficiency and Climate Action Strategy Document and provide direction to staff in formulating a final document for consideration and approval.

### **BACKGROUND**

At its Joint Study Session of April 3, 2012, the City Council and the Planning Commission reviewed an early draft and gave direction on the continued preparation of the Energy Efficiency and Climate Action Strategy. The main direction at that meeting was for staff to reach out to the public for input. There was also discussion regarding focusing on policies that will not stunt development, and the City leading by example in implementing best practices for energy efficiency and greenhouse gas reduction. In addition, City Council and Planning Commission asked Staff to present the Strategy document as a discussion item at a Planning Commission meeting and at a City Council meeting for further review before being scheduled as a formal public hearing item.

### **DISCUSSION**

The City received funding under the Federal Stimulus Package Energy Efficiency and Conservation Block Grant to undertake several projects and initiatives to reduce the City organization's energy use and consequently its greenhouse gas emissions. The funding covers the cost of the Energy Efficiency and Climate Action Strategy, including a Greenhouse Gas Analysis for the City.



The Strategy is intended to assist with the City's compliance with State initiatives to address the implementation of Assembly Bill 32 and Senate Bill 375, both aimed at reducing greenhouse gas emissions in California. SB 375 calls for the preparation of a Sustainable Communities Plan (SCS) by each Council of Governments. Moreno Valley is part of the SCS prepared by the Southern California Council of Governments (SCAG). The SCS assesses current development and future plans, as represented in the adopted general plans of communities to ensure a certain level of greenhouse gas emissions on an area-wide basis. AB 32 establishes a statewide greenhouse gas emissions cap which requires emissions to be reduced to 1990 levels by the year 2020. The bill includes mandatory reporting rules, adoption of a plan and regulations to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions, including provisions for using both market mechanisms and alternative compliance mechanisms.

The Energy Efficiency and Climate Action Strategy includes potential programs and policies to reduce overall City energy use, increase the use of renewable energy, and identify the life cycle costs of future City projects. Life cycle cost looks at the full cost of projects including initial construction and long term maintenance to assess the feasibility of energy efficiency upgrades balancing higher upfront costs with lower operational costs. The Strategy prioritizes implementation of programs, policies, and projects based upon energy efficiency, cost efficiency and potential resources. The Greenhouse Gas Analysis provides more of a scientific approach and recommends a target to reduce community-wide GHG emissions by 15% from 2007 levels by 2020, consistent with the State reduction goals in AB 32. The recommendations of the Analysis have been incorporated as programs in the Strategy.

The City direction with the Strategy is to lead by example in the implementation of best practices for energy efficiency. The Strategy is broken up into two main parts: Section I Energy Efficiency (City Facilities) and Section II Climate Action Strategy (Community-wide). Within the Energy Efficiency section, the first category is called out as Current Energy Efficient Practices. These practices are categorized into Electricity, Water, Recycling and Diversion, Alternative Fuels, and Education. The current practices list includes what the City is currently doing to be more energy efficient. Next the Proposed Energy Efficiency Policies section provides a comprehensive table of energy reduction measures. The energy measures are categorized into Energy use, Water use, Recycling and Diversion, Alternative Transportation, Renewable Energy, and Greenhouse Gas Emissions. The anticipated level of Cost Effectiveness and the Lead City Division on the policy is also listed.

In Section II Climate Action Strategy, there is also a comprehensive table of energy reduction measures that apply on a community-wide basis. The energy measures are categorized into the same order as Section I.

The City has been proactive in leading by example in a number of ways. A couple of examples of this are: the City has retrofitted all of the fluorescent bulbs in Internally Illuminated Street Name Signs with LED light engines that enhance visibility, street

safety, and last longer. Annual cost savings of about 50% will be realized with the retrofit due to less use of electricity and less maintenance due to longer life expectancy of the LED. Capital Projects has used rubberized asphalt concrete on City street projects when cost is comparable to regular asphalt concrete. Recycled tires are used. Advantages include reduced road noise, reduced breaking distance, and slightly longer life to road surface. There are some limitations on where it may be installed. Another way the City is being proactive is maintaining its Community Partnership program with Southern California Edison, the Gas Company, and Moreno Valley Electric Utility through the Energy Coalition. The City also provides energy efficiency outreach by placing poster boards in the Parks and Recreation and City Library buildings that promote potential energy rebates, and energy reducing tips. In addition to the partnership with the Energy Coalition the City has created a G.R.E.E.N. (Getting Residents Energy Efficient Now) website that encourages residents to become more energy efficient in their homes, and has web links to other energy websites.

Since the joint study session meeting, public outreach efforts consisted of using the resources that the City has available such as the City website, MVTV3, Environmental Historical Preservation Board (EHPB), and the City's partnership with the Energy Coalition and interaction with WRCOG. Staff first reached out to the local high schools, but the schools likely did not respond due to it being too late in the school year to program class involvement. Staff also met with EHPB on May 14, 2012 to review the Strategy. During the meeting EHPB discussed the possibility of having harvestable landscape on bigger projects such as large industrial projects, the Skechers building was given as an example. Other items discussed were having street signs that direct the public to alternative fueling stations, having the City encourage the use of green building materials, and recognizing businesses that are energy efficient and the products that they produce. These suggestions have been included in the draft Strategy. Later a public outreach meeting was held on June 7, 2012, and promoted by sending a press release, and putting links to the Energy Efficiency and Climate Action Strategy and the Greenhouse Gas Analysis on the City's main website and on the G.R.E.E.N. website. Staff also made flyers to promote future public meetings on the Strategy and had the flyer advertised on MVTV3. Despite these promotional activities, only one person from the public was present at the public outreach meeting.

The Strategy was also put on the Planning Commission agenda as a discussion item on June 28, 2012 and August 23, 2012. The main points that came out of the June 28, 2012, meeting were that document should be focus on the most effective programs and policies and eliminate any repetition. Staff is currently working to further hone in on reducing redundancy in the Strategy. The outcome of the August 23, 2012, meeting will be in staff's presentation to City Council.

The above-referenced activities are an overview of the efforts of the Energy Efficiency and Climate Action Strategy. Staff is looking for any additional direction the City Council may have on the draft Energy Efficiency and Climate Action policies prior to finalizing the Energy Efficiency and Climate Action Strategy for formal public hearings and action by the Planning Commission and City Council.

**NOTIFICATION**

Listing on the City Council Agenda.

**ATTACHMENTS/EXHIBITS**

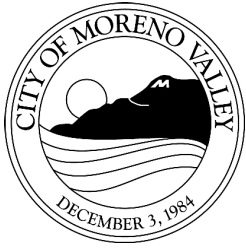
- 1. Draft Energy Efficiency and Climate Action Strategy Document
- 2. Greenhouse Gas Analysis

Prepared By:  
Gabriel Diaz  
Associate Planner

Department Head Approval:  
Barry Foster  
Community & Economic Development Director

Concurred By:  
John C. Terrell  
Planning Official

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



# City of Moreno Valley Energy Efficiency and Climate Action Strategy



Draft prepared by the City of Moreno Valley Planning Division and the Energy Efficiency and Conservation Task Force

ATTACHMENT 1

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## Summary

The City of Moreno Valley recognizes the impact of global climate change from carbon dioxide emissions arising from the activities of the City organization as well as the community's residents, businesses and visitors. Furthermore, the City recognizes the benefits achieved through energy and resource efficiency measures in reducing the community's carbon dioxide emissions as well as improving air quality, energy reliability and economic well-being in the City and region. The City recognizes the need to reduce our energy use and greenhouse gas emissions and become a more sustainable community. The City of Moreno Valley Energy Efficiency and Climate Action Strategy (hereafter referred to as "Strategy") is a policy document which identifies ways that the City of Moreno Valley can reduce energy and water consumption and greenhouse gas emissions as an organization (its employees and the operation of its facilities) and outlines the actions that the City can encourage and community members can employ to reduce their own energy and water consumption and greenhouse gas emissions.

## Introduction

The City of Moreno Valley's Energy Efficiency and Climate Action Strategy main objectives are to reduce the environmental impact and fiscal impact of energy usage and greenhouse gas emissions in municipal facilities and within the community. The genesis of the Strategy is the Federal Energy Efficiency and Conservation Block Grant awarded to the City to implement energy efficiency projects and strategies for the City as an organization. At the request of the City Council, the scope of the grant was expanded to include the preparation of a climate action strategy. With City Council support, City staff has applied for energy efficiency grants. In June 2010 the City was awarded a \$375,000 (SCE) Southern California Edison Strategic Solicitation for the purpose of expanding the scope of the Strategy and its implementation, including the preparation of a greenhouse gas inventory for the community.

The Strategy is intended to be a comprehensive living policy document for the City organization and the community to address energy and water conservation and effects of climate change. The Strategy is organized into two main sections: Energy Efficiency (City as an organization) and Climate Action (City as a community). The Strategy also contains a Greenhouse Gas Analysis component. The Greenhouse Gas Analysis is also separated into two parts, the City as an organization and the City as a community.

The City realizes the challenges the community may face due to climate change and excess energy and water consumption. With the implementation of energy and water conservation and greenhouse gas reduction measures, training and public awareness, the expected results are the reduction of greenhouse gas emissions and energy and water consumption. In implementing the Strategy, the City's General Plan may need to be updated to reference the Strategy for guidance on energy efficiency and greenhouse gas reduction.

In recent years, the State of California adopted several bills to address energy and climate issues, Assembly Bill 32 and Senate Bill 375.

Assembly Bill 32 establishes a statewide greenhouse gas emissions cap which requires emissions to be reduced to 1990 levels by the year 2020. The bill includes mandatory

reporting rules, adoption of a plan and regulations to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions, including provisions for using both market mechanisms and alternative compliance mechanisms. Greenhouse gases, as defined under AB 32, include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. The Air Resources Board (ARB) is the State agency charged with monitoring and regulating emissions of greenhouse gases. Under the current “business as usual” scenario, statewide emissions are increasing at a rate of approximately 1% per year as noted below.

California Senate Bill 375 provides emission-reducing goals so regions can plan to integrate disjointed planning and provide incentives for local governments and developers to follow new conscientiously-planned growth patterns. SB 375 enhances the Air Resources Board's (ARB) ability to reach AB 32 goals. For California to reach its greenhouse gas reduction goals, communities must address how they grow. This law directs the ARB to set greenhouse gas reduction targets for regions of the state and work with California's 18 metropolitan planning organizations (MPOs) to align their transportation, housing, and regional land-use plans with greenhouse gas reductions in mind. SB 375 has three goals: (1) to use the regional transportation planning process to help achieve Assembly Bill 32 goals; (2) to use CEQA streamlining as an incentive to encourage residential projects which help achieve AB 32 goals to reduce greenhouse gas emissions (GHG); and (3) to coordinate the regional housing needs allocation process with the regional transportation planning process to reduce vehicle miles traveled. SB 375 will be responsible for reshaping the face of California's communities into more sustainable, walkable communities with alternative transportation options and increased quality of life.

#### Overview of Energy Efficiency

The Energy Efficiency section's primary focus is to identify potential energy efficiency measures for the City as an organization, both those that have been implemented and those that could be implemented in the future. In addition, the document provides direction and policies to ensure the most effective, practical, and affordable, energy use practices are implemented.

#### Overview of Climate Action

The focus of the Climate Action section is to promote measures similar to those identified in the Energy Efficiency section and additional measures that can be implemented by the community's residents and businesses to reduce greenhouse gas emissions on a community-wide basis. The Climate Action Strategy includes an analysis of existing and future greenhouse gas emissions community wide and provides a set of policies to guide efforts to reduce greenhouse gas emissions to meet or exceed State requirements without unduly compromising other community goals.

#### Overview of the Greenhouse Gas Analysis

The analysis was completed under the premise that the City and the community it represents are uniquely capable of addressing emissions associated with sources under the City's jurisdiction. The City's emission reduction efforts should coordinate with the

state strategies in order to accomplish emission reductions in an efficient and cost effective manner. The City developed this document with the following purposes in mind:

- Create a GHG baseline from which to benchmark GHG reductions;
- Provide a plan that is consistent with and complementary to: the GHG emissions reduction efforts being conducted by the State of California through the Global Warming Solutions Act (AB 32); the Federal Government through the actions of the Environmental Protection Agency; and the global community through the Kyoto Protocol; and
- Guide the development, enhancement, and implementation of actions that reduce GHG emissions.

This report establishes 2010 as the year on which to base the existing inventory; this is the most recent year for which reliable data concerning the City’s residential, commercial, and government operations are available. Sources of emissions include transportation, electricity and natural gas use, landscaping, water and wastewater pumping and treatment, and treatment and decomposition of solid waste. The 2007 inventory represents conditions prior to the economic recession and will be used to set the target for reducing emissions by the year 2020. The 2010 inventory was calculated using the most recent data available. The 2010 inventory serves as a reference against which to measure the City’s progress towards reducing GHG emissions since 2007 and into the future, and also serves as documentation for potential emission trading opportunities.

Moreno Valley’s 2010 municipal operations inventory includes sources and quantities of GHG emissions from government owned or rented buildings, facilities, vehicles, and equipment. The community-wide emissions inventory identifies and categorizes the major sources and quantities of GHG emissions being produced by residents, businesses, and municipal operations taking place in the City of Moreno Valley using the best available data. By having the municipal emissions separated from the community as a whole, the local government can implement reduction strategies where it has direct control, closely monitor the changes in emissions over time, and set an example for the rest of the City.

### 2010 Municipal Emissions Inventory

Table 3-1 2010 Municipal Data Inputs		
Category	Data Input	Data Source
Electricity (kWh)	9,937,015	SCE
	3,847,738	MVU
Natural Gas (therms)	90,651	SCG
Vehicle Fleet		
<i>Gasoline(gallons)</i>	77,325	Fleet Manager
<i>Diesel (gallons)</i>	28,544	Special Districts
Equipment		
<i>Gasoline(gallons)</i>	2,118	Parks Division
<i>Diesel (gallons)</i>	2,208	Special Districts
Employee Commute (responses)	141	Employee Survey



The community-wide inventory represents all emissions from sources located with the jurisdictional boundaries of the City of Moreno Valley. Therefore, the municipal emissions described in the previous section are a subset of the community-wide inventories presented here. In 2010, the City of Moreno Valley emitted a total of 920,657 MT CO<sub>2</sub>e from the community as a whole. The following sections describe the data inputs, emissions by source, and emissions by land use in 2010.

### 2010 Community-Wide Emissions Inventory

Table 3-5 2010 Community-Wide Data Inputs		
Category	Data Input	Data Source
Electricity (kWh)	633,215,207	SCE
	62,138,000	MVU
Natural Gas (therms)	26,266,326	SCG
Transportation		
<i>Annual Vehicle Miles Traveled</i>	1,077,909,543	City Traffic Engineer
<i>Annual Trips</i>	110,098,975	
Area Source (based on land use)		
<i>SFR (units)</i>	42,642	City Planning
<i>MFR (units)</i>	9,387	
<i>Commercial (ksf)</i>	8,325	
<i>Industrial (ksf)</i>	12,695	
Solid Waste (tons)	144,824	CIWMB
Water (AF)	26,183	EMWD
	87	Box Springs Mutual

With the implementation of GHG reduction measures, Moreno Valley is projected to reduce its community-wide emissions to a total of 798,137 MT CO<sub>2</sub>e, which is 556 MT CO<sub>2</sub>e below the 2020 reduction target. This is a decrease of 38.5 percent from the City’s 2020 BAU emissions inventory and 13 percent from the 2010 emissions. The reduction measures reduce GHG emissions from all sources of community-wide GHG emissions including transportation, energy, area sources, water, and solid waste. The following sections describe the emissions by source and land use category for the year 2020.

This report sets a baseline for the City’s GHG emissions, projects how these emissions will grow, and includes strategies to reduce emissions to a level consistent with California’s emissions reduction target. These strategies complement the City’s General Plan policies and are consistent with Moreno Valley’s vision for a more sustainable community.

#### Greenhouse Gas Analysis Reduction Policies

The purpose and intent of these policies is to achieve compliance with AB 32 and reduce GHG by 15% by 2020. In 2020, the City of Moreno Valley is projected to emit a total of 1,298,543 MT CO<sub>2</sub>e without the incorporation of GHG reduction policies. The statewide reduction measures would reduce the bulk of Moreno Valley’s emissions and make a substantial contribution toward reaching the 2020 reduction target. However, the City would still need to supplement the statewide measures with the implementation of local reduction policies, in order to achieve 15% reduction in GHG by 2020. Future local policy

measures will require decision-maker approval. These reduction measures include the following:

- R2-T1: Land Use Based Trips and VMT Reduction Policies. Encourage the development of Transit Priority Projects along High Quality Transit Corridors identified in the SCAG Sustainable Communities Plan, to allow a reduction in vehicle miles traveled.
- R2-T3: Employment-Based Trip Reductions. Require a Transportation Demand Management (TDM) program for new development to reduce automobile travel by encouraging ride-sharing, carpooling, and alternative modes of transportation.
- R2-E1: New Construction Residential Energy Efficiency Requirements. Require energy efficient design for all new residential buildings to be 10% beyond the current Title 24 standards. (Reach Code)
- R2-E2: New Construction Residential Renewable Energy. Facilitate the use of renewable energy (such as solar (photovoltaic) panels or small wind turbines) for new residential developments. Alternative approach would be the purchase of renewable energy resources offsite.
- R2-E5: New Construction Commercial Energy Efficiency Requirements. Require energy efficient design for all new commercial buildings to be 10% beyond the current Title 24 standards. (Reach Code)
- R3-E1: Energy Efficient Development, and Renewable Energy Deployment Facilitation and Streamlining. Updating of codes and zoning requirements and guidelines to further implement green building practices. This could include incentives for energy efficient projects.
- R3-L2: Heat Island Plan. Develop measures that address “heat islands.” Potential measures include using strategically placed shade trees, using paving materials with a Solar Reflective Index of at least 29, an open grid pavement system, or covered parking.
- R2-W1: Water Use Reduction Initiative. Consider adopting a per capita water use reduction goal which mandates the reduction of water use of 20 percent per capita with requirements applicable to new development and with cooperative support of the water agencies.
- R3-W1: Water Efficiency Training and Education. Work with EMWD and local water companies to implement a public information and education program that promotes water conservation.
- R2-S1: City Diversion Program. For Solid Waste, consider a target of increasing the waste diverted from the landfill to a total of 75% by 2020.

Examples of current statewide and regional planning efforts to reduce GHG emissions are identified in the GHG analysis. Current City efforts include working with RTA to continue to provide timely and effective transit services, and promoting existing incentive

programs for residents that promote residential and commercial energy efficient retro-fits, such as WRCOG’s low interest loan programs. These current City efforts wouldn’t involve any changes in current City policy or ordinances.

## City’s Current Goals and Objectives

The City’s General Plan includes goals and objectives to achieve energy conservation through land use planning, building design, site planning, compliance with State Title 24 energy savings requirements, and rehabilitation of existing structures. The General Plan also includes measures to reduce traffic congestion and provide more opportunities for walking and bicycling. Other areas of conservation include the use of water efficient irrigation and landscape and coordinated efforts with local water districts to use reclaimed water; recycling; and exterior lighting standards. See Section III Appendix \_ for specific General Plan goals and objectives.

# SECTION I – ENERGY EFFICIENCY

## Current Energy Efficiency Practices

The City currently employs a variety of measures in municipal operations that reduce consumption of energy and water and reduce the amount of solid and green waste sent to a landfill. The City has also purchased alternative fuel vehicles that reduce the consumption of gasoline. The following is an outline of completed energy savings projects and current energy saving practices. Many of these activities have been made possible with grant funding.

### Reduced Energy Consumption

	Energy Reduction Measures	Cost Effectiveness	Practice	Policy	Lead Division
A1.	New buildings constructed in City parks use solar tubes for day time lighting.	High	✓		Parks & Community Services
A2.	Photo cells are used for lighting park grounds and buildings along with automatic shutoff timers.	High	✓		Parks & Community Services
A3.	Park lighting is shut down at 10 p.m. except where needed to address safety issues.	High	✓		Parks & Community Services
A4.	Sport field lights at parks have been replaced with more efficient fixtures with an average energy savings of at least 30%.	High	✓		Parks & Community Services

A5.	Applied window tint/film to City Hall windows to make facility more energy efficient, comfortable, and reduce energy cost. (Completed January 2011)	High	✓		Planning
A6.	Routine maintenance is performed on all City heating, ventilation, and air conditioning (HVAC) units to keep them running efficiently.	High	✓		Purchasing & Facilities
A7.	Replacement of HVAC system at City Hall (completed September 2011) resulting in substantial reduction in energy use and cost, and improved comfort and reliability.	High	✓		Purchasing & Facilities
A8.	Conference and Recreation Center and Public Safety Building have computer systems that allow continuous control of the HVAC systems that can be adjusted offsite and scheduled to go on and off depending on the use of a particular room.	High	✓		Purchasing & Facilities
A9.	T12 florescent light fixtures have been converted to T8 fixtures which use less energy. Retrofit sites are the Senior Center, Library, City Hall, and Fire Stations 6, 48 and 65.	High	✓		Purchasing & Facilities
A10.	Light sensors have been installed in some rooms at City Hall which turn off the lights when the room is not in use.	High	✓		Purchasing & Facilities
A11.	Traffic signals synchronized to improve traffic flow and reduce air pollution and gas consumption.	High	✓		Transportation Engineering
A12.	Traffic signal lights retrofitted in 2006 with LED light fixtures, with a reduction of 60% power usage. Newer traffic signal lights installed with LED fixtures.	High	✓		Transportation Engineering
A13.	City replaced all fluorescent bulbs in Internally Illuminated Street Name Signs with LED lights that enhance visibility, street safety, and last longer. Annual cost savings of about 50% realized due to less use of electricity and less maintenance due to longer life expectancy of LED.	Medium	✓		Transportation Engineering

A14.	MV Utility analyzed alternative technologies for street lighting. A pilot program for LED street lights is scheduled to begin June 2013, one for induction lighting was completed September 2010, and testing of a device that controls the energy use of the ballast in High Pressure Sodium lighting was completed July 2012.	Medium	✓		Special Districts
A15.	City Hall fans run while the building is occupied to maintain a comfortable temperature and a humidity level of 60%, and reduce carbon dioxide levels, per Title 24.	Low	✓		Purchasing & Facilities

### Reduced Water Consumption

	Water Reduction Measures	Cost Effectiveness	Practice	Policy	Lead Division
A16.	Park restrooms and other buildings are installed with automatically shut off faucets.	High	✓		Parks & Community Services
A17.	Reclaimed water for irrigation is used on about 40 acres of City park land.	High	✓		Parks and Community Services
A18.	Newer irrigation systems at City parks utilize smart controllers which are self-regulating and utilize a central weather station or have their own weather stations.	High	✓		Parks and Community Services
A19.	City adopted new landscape standards which require the use of drought tolerant landscape and water efficient irrigation in new installations and most retrofit projects.	High		✓	Planning
A20.	Purchasing & Facilities Division tested 0.5 gallon per minute aerators for restroom faucets. Currently, 2.0 and 2.2 per minute gallon aerators are used. The 0.5 gallon aerators were not installed as faucet ran too long for hot water to flow out.	High	✓		Purchasing & Facilities
A21.	Synthetic turf was installed at Community Park soccer fields to conserve water and increase use time.	Medium	✓		Parks and Community Services
A22.	Facilities staff researched use of waterless urinals. Maintenance requirements and costs were too high to justify use in public restrooms.	Low	✓		Purchasing & Facilities

## Recycling and Diversion

	Recycling and Diversion Measures	Cost Effectiveness	Practice	Policy	Lead Division
A23.	Maintenance & Operations has a program to recycle asphalt concrete. Existing pavement is ground up and used as base for repaving. Unused material is stored for future use.	High	✓		Maintenance & Operations
A24.	All City facilities have recycling programs.	High	✓	✓	Maintenance & Operations
A25.	City recycling programs include: Procurement Policy, City Facilities Recycling Program, Animal Shelter Lonely Hearts Adoption Program, School Recycling Program, Residential Recycling, Curbside & Buy-back, Voluntary Commercial Recycling, C&D Recycling, CIP Program, Community Outreach, Grasscycling, Mulch, and Composting Workshops.	High	✓	✓	Maintenance & Operations
A26.	City staff works with the community, the Chamber of Commerce and City employees on promoting and presenting recycling programs.	High	✓		Maintenance & Operations
A27.	Rubberized asphalt concrete has been used on City street projects when cost is comparable to regular asphalt concrete. Recycled tires are used. Advantages include reduced road noise, reduced braking distance, and longer life to road surface.	Medium	✓		Capital Projects
A28.	Cold in Place Recycling is used as appropriate for street rehabilitation projects. The process removes old pavement, combines it with emulsion, and places it back down as part of the new pavement.	Medium	✓		Capital Projects
A29.	In central plant recycling, reclaimed asphalt pavement is screened, crushed, sized, and mixed with an asphalt rejuvenator. The recycled mix is transported immediately to a job site, or stockpiled for later use.	Medium	✓		Capital Projects
A30.	City uses green recycled janitorial products at City Hall and the Facilities Annex.	Low	✓	✓	Purchasing & Facilities

## Alternative Fuel Vehicles

	Alternative Fuel Vehicle Measures	Cost Effectiveness	Practice	Policy	Lead Division
A31.	Retrofit completed of diesel engines vehicles to comply with laws to make diesel engines cleaner burning. Phase I completed December 2009, Phase II completed December 2011.	High	✓		Maintenance & Operations
A32.	City has one electric vehicle and four natural gas vehicles (two street sweepers, one pick up truck, and one storm drain cleaning truck).	Medium	✓		Maintenance & Operations

## Education

The City of Moreno Valley currently promotes education related to energy efficiency by participating in partnerships and organizations that promote energy efficiency and by attending seminars, workshops and trade shows related to green building, water conservation, and facility maintenance.

The City of Moreno Valley participates in the following organizations:

- Community Energy Partnership – this partnership identifies incentives and rebates for City and developer projects.
- Energy Coalition - Facilities Maintenance Division has completed energy audits for five buildings with the Energy Coalition.
- WRCOG Clean Cities – public-private partnership dedicated to achieving improved air quality, energy security, economic development, and transportation goals.
- WRCOG Air Quality Task Force – the task force brings together cities and local resources to share information on efforts and funding opportunities to improve air quality in the region.
- WRCOG Solid Waste Technical Committee – the task force comprised of staff from each of WRCOG’s member agencies and meets to discuss solid waste and recycling issues and makes recommendations to the WRCOG’s Technical Advisory Committee on matters directly relating to Western Riverside County.
- Riverside County Solid Waste Management Advisory Council (Countywide Local Task Force) – this group provides advisory to the County’s Planning Commission and Board on all substantive waste management issues and solid waste facility land use matters, and also assists the County and its cities in meeting AB939 requirements, from the preparation and revision of the Countywide Integrated Waste Management Plan (CIWMP) to reviewing and commenting on solid waste facilities and their expansions for consistency and recycling goals to the Department of Resources, Recycling and Recovery.

## **Proposed Energy Efficiency Policies**

The following energy efficiency measures are suggested as policies and programs for municipal operations. The suggested measures include current practices of the City of Moreno Valley along with recommendations from the City’s Energy Efficiency Task Force and the practices and policies of other jurisdictions. Many of the policies and programs will require additional study and formal adoption by the City Council prior to becoming effective.

Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B1. Use reclaimed water for City buildings, facilities, parks and parkways where connection to reclaimed water lines is feasible.		✓					High	Capital Projects or Contracting Division / Department
B2. Participate in Savings by Design or similar program to identify ways to improve the energy efficiency for all new City buildings and facilities.	✓						High	Capital Projects or Contracting Division / Department
B3. Establish policy to meet a green building rating system standard or standard beyond Title 24 for all new buildings and retrofits over 5,000 square feet.	✓						High	Capital Projects
B4. Coordinate with Southern California Edison or Moreno Valley Utility, Eastern Municipal Water District, and The Gas Company to maximize rebates for all building projects.	✓						High	Capital Projects or Contracting Division / Department
B5. Require life cycle cost for all new facilities and retrofits over 5,000 square feet that compare initial and long-term costs for projects. Include analysis in City Council reports, to inform decision makers of total costs of projects.	✓						High	Capital Projects



**Item No. G.4**

<b>Reduction Measures Section I</b>	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
36. Benchmark all City facilities in the Energy Star web site, to monitor energy use at City facilities.	✓						High	Electric Utility
B7. Include all City facilities in recycling programs. Establish a 75% diversion rate goal.			✓				High	Maintenance & Operations
B8. Recycle existing asphalt concrete for used as base for streets whenever feasible. Store recycled material not used immediately.			✓				High	Maintenance & Operations
B9. Seek funding for alternative fuel and fuel efficient vehicles and diesel retrofits.				✓			High	Maintenance & Operations
B10. Establish minimum fleet mileage standard for fleet vehicles.				✓			High	Maintenance & Operations
311. Promote rideshare program for employees to decrease vehicles miles traveled.				✓			High	Maintenance & Operations
B12. Restrict use of turf at City buildings and facilities to gathering areas and useable open space. Replace low use turf areas with drought tolerant plants.		✓					High	Parks & Community Services
B13. Use smart controllers for all City projects consistent with City Landscape Standards. Retrofit existing controllers as funding is available.		✓					High	Parks & Community Services

Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B14. Require new buildings constructed in City parks use solar tubes or equal design for daytime lighting.	✓						High	Parks & Community Services
B15. Install energy efficient fixtures for all new sport field lights. Retrofit existing lights as funding is available.	✓						High	Parks & Community Services
B16. Establish an energy efficiency revolving fund to deposit energy savings, rebates and incentives. The policy should consider the following funding sources: 100% of rebate and incentive money and 50% of energy bill savings from energy efficiency projects.	✓						High	Planning
317. Host annual Energy Efficiency Day for employees with demonstrations and literature on energy saving products and practices for work and at home. This activity helps maintain Gold level status with Energy Coalition.	✓					✓	High	Planning
B18. Encourage employees to submit energy efficiency recommendations for City operations and assess them.	✓						High	Planning
B19. Install light sensors, which turn off the lights when a room is not in use, wherever practical.	✓						High	Purchasing & Facilities

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<b>Reduction Measures Section I</b>	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
20. Allow for safety concerns for City facilities and reduce or turn off exterior and interior lights when facilities are not in use.	✓						High	Purchasing & Facilities
B21. Include in all City leases permission to do energy retrofits (e.g. replace light bulbs).	✓						High	Purchasing & Facilities
B22. Set City building thermostats at Federal and State recommendations, currently 68 degrees (winter) and 78 degrees (summer), wherever possible.	✓						High	Purchasing & Facilities
B23. Utilize an energy monitoring system to track electricity use and identify areas/facilities that can be operated more efficiently.	✓						High	Purchasing & Facilities
B24. Provide routine maintenance of the heating and air conditioning (HVAC) systems at City facilities.	✓						High	Purchasing & Facilities
B25. Complete periodic energy audits of all City facilities to identify energy efficiency opportunities and implement all cost effective recommendations.	✓						High	Purchasing & Facilities
B26. Replace interior and exterior lighting fixtures with more energy efficient fixtures as they become available and cost effective, as funding is available.	✓						High	Purchasing & Facilities

Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B27. Base purchasing decisions on environmental information and life cycle costs.	✓						High	Purchasing & Facilities
B28. Install computer monitoring systems in new City facilities to allow continuous control of HVAC systems. Retrofit existing facilities as funding becomes available.	✓						High	Purchasing & Facilities
B29. Install automatic shutoff faucets and 0.5 gallon per minute aerators in new City buildings and facilities wherever practical. Replace existing faucets and aerators as funding is available.		✓					High	Purchasing & Facilities
330. Review median landscape standards to increase water efficiency, with efficient irrigation, grading that retains water run off and a drought tolerant plant palette.		✓					High	Special Districts
B31. Seek grants to renovate Alessandro Boulevard medians to reduce or eliminate turf, which would reduce water, electricity and gasoline (maintenance equipment) use, and reduce maintenance cost and green waste.		✓					High	Special Districts

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<b>Reduction Measures Section I</b>	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
32. Establish guideline that identifies criteria for using 'green concrete' or concrete made with recycled aggregate. Use reduces CO <sub>2</sub> emissions and solid waste sent to landfills.			✓				Medium	Capital Projects
B33. Document municipal green building efforts and post-occupancy building performance metrics on the City website for use as a resource for the development community.	✓						Medium	Capital Projects
B34. Establish guideline that identifies criteria for using rubberized asphalt concrete for City projects.			✓				Medium	Capital Projects
335. Consider moving City electric load off-peak to reduce peak demand and take advantage of lower rates.	✓						Medium	Electric Utility
B36. Identify opportunities for on-site renewable energy generation on City-owned and private property.	✓						Medium	Electric Utility
B37. Establish a zero waste policy to require everything to be recycled, with minimal disposables allowed and encourage composting.			✓				Medium	Maintenance & Operations
B38. Require use of photo cells and automatic shutoff timers in park buildings wherever practical.	✓						Medium	Parks & Community Services

Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
B39. Coordinate with near by jurisdictions to implement regional energy efficiency programs.	✓						Medium	Planning
B40. Use green/recycled janitorial products at City facilities whenever cost effective.			✓				Medium	Purchasing & Facilities
B41. Provide bicycle parking at City facilities.				✓			Medium	Purchasing & Facilities
B42. Research potential savings of synthetic turf and/or low water use plantings in medians, assessing installation, maintenance and water costs.		✓					Medium	Special Districts
B43. Consider use of timers on street lights to shut off during late evening and early morning hours when traffic volumes are low, pursuant to adoption of a policy regarding hours of operation for streetlights.	✓						Medium	Special Districts
B44. Provide incentives for City staff to develop expertise and certification in green building strategies.	✓	✓	✓	✓	✓	✓	Low	Building
B45. Consider adding charge stations and other alternative fuel facilities at City facilities.				✓			Low	Maintenance & Operations
B46. Assess use of low flow toilets and waterless urinals as performance improves and maintenance costs drop.		✓					Low	Purchasing & Facilities

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Reduction Measures Section I	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
47. Require operation of ventilation fans at all City facilities when occupied to maintain a comfortable temperature, humidity level of 60%, and reduce carbon dioxide levels.	✓						Low	Purchasing & Facilities
B48. Replace paper towel dispensers with air dryers in City facilities where practical and cost effective.			✓				Low	Purchasing & Facilities
B49. Establish LED standard (fixture and spacing) for new streetlights for new installations and retrofit existing lights as funding permits.	✓						Low	Transportation Engineering

# SECTION II – CLIMATE ACTION STRATEGY

## **Proposed Climate Action Policies**

The following energy efficiency measures are suggested as policies for the City of Moreno Valley as a community. The suggested measures include recommendations from the City's Energy Efficiency Task Force and the practices and policies of other jurisdictions.



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Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
Install light colored "cool" roofs and cool pavements. (Cool roofs are a requirement per State Title 24/CalGreen Building Standards).	✓						High	Building
C2. Require Energy Star equipment and appliances in new construction & renovations.	✓					✓	High	Building
C3. Specify no- or low-VOC (Volatile Organic Compound) materials.						✓	High	Building
C4. Install photovoltaic or other solar technology for city owned facilities wherever feasible.					✓		High	Capital Projects or Contracting Division / Department
C5. Partner with the largest consumers of energy to encourage and promote their energy efficiency activities.	✓						High	Electric Utility
6. -1382- Promote and implement programs to encourage load shifting to off-peak house and explore demand response solutions.	✓						High	Electric Utility
C7. Provide education on energy efficiency to residents, customers and/or tenants.	✓						High	Electric Utility
C8. Create new Partnership brand to integrate City and Utility marketing campaigns to customers. Develop Marketing Team to coordinate City and Utility marketing.	✓						High	Electric Utility
C9. Increase marketing efforts by organizing the following community activities: <ul style="list-style-type: none"> <li>• City sponsored ideas expo and stakeholder meetings;</li> <li>• City presenting program</li> </ul>	✓						High	Electric Utility

	<b>Reduction Measures Section II</b>	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	<p>at Chamber of Commerce meetings;</p> <ul style="list-style-type: none"> <li>City working with community organizations, local service clubs, HOA's to educate and sign-up participants;</li> <li>Contractors marketing to residential and business customers;</li> </ul> <p>City Council recognizing "energy champions" at televised meetings.</p>								
C10.	Implement low impact development practices that maintain existing site hydrology to manage storm water and protect the environment. (Use of low impact development practices is required by the new regional water quality permit.)		✓					High	Land Development
-1383-									
C11.	Require that developers recycle existing street material for use as base for new streets.			✓				High	Land Development
C12.	Work with Waste Management to utilize billing statements or MVTV-3 to encourage businesses and residents to enroll in recycling programs.			✓				High	Maintenance & Operations
C13.	Explore grants to pay for recycling collection devices and their maintenance to be placed with public trash bins.			✓				High	Maintenance & Operations
C14.	Increase recycling at public events.			✓				High	Maintenance & Operations

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	<b>Reduction Measures Section II</b>	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	Install water-efficient irrigation systems and devices and use water-efficient irrigation methods.		✓					High	Parks & Community Services
	Promote use of City's multi-use trail system.				✓			High	Parks & Community Services
C17.	Establish Energy Efficiency and Conservation baselines. Set municipal and community wide energy demand and usage reduction goals and implement them by leveraging program resources and incentives already committed or potentially available.	✓						High	Planning
C18. -1384-	Maintain City's Community Partnership program with Southern California Edison, The Gas Company, and Moreno Valley Electric Utility through the Energy Coalition. This partnership allows for funding the City can use for energy conservation marketing, education, and outreach efforts.	✓						High	Planning & Electric Utility
C19.	City act as a model of energy conservation stewardship. Build upon historical and current energy conservation efforts as the foundation for continued efforts and education of the community on energy efficiency and conservation cost savings and environmental benefits.	✓						High	Planning
C20.	Require new large developments (projects of regional significance) participate in the Savings by Design or similar programs to identify ways to improve energy	✓						High	Planning

Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
efficiency of proposed construction.								
C21. Encourage community use of Southern California Edison, Moreno Valley Utility, Eastern Municipal Water District, and The Gas Company financial incentives and rebate opportunities.	✓						High	Planning
C22. Adopt a dark sky ordinance and reduce unnecessary outdoor lighting.	✓						High	Planning
C23. Encourage passive solar design, to maximize passive solar heating during cool seasons, minimize solar heat gain during hot seasons, and enhance natural ventilation. (Existing design guideline).	✓						High	Planning
4. Promote customer financing programs that assist with purchasing energy efficiency improvements. WRCOG has established a financing program through property taxes based on the guidelines in Assembly Bill 811. City is a partner in this program.	✓						High	Planning
C25. Encourage Point-of-Sale Rebates, the simplest methods for customers to qualify for incentives. Pursue adding more retailer participants within community.	✓						High	Planning
C26. Review and update the landscape ordinance to continue lowering use of potable water for landscape irrigation. (City	✓						High	Planning

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<b>Reduction Measures Section II</b>	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
updated landscape standards in 2009 to further encourage water conservation.)		✓						
Provide education about water conservation and available programs and incentives.		✓					High	Planning
C28. Protect existing trees and encourage the planting of new drought tolerant trees. Adopt a tree protection and replacement ordinance.		✓		✓			High	Planning
C29. Work with developers to increase housing near transit through recently adopted mixed use zones. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			High	Planning
C:30. Designate Transit-Oriented Development district(s). (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			High	Planning
C31. Explore building footprint, setbacks, height, scale, hardscape requirements to create compact building design techniques.	✓					✓	High	Planning
C32. Explore reduced parking minimum requirements for mixed-use developments to encourage transit and non-motorized transportation.				✓			High	Planning
C33. Apply urban planning principles that encourage high density, mixed-use, walkable/bikeable neighborhoods, and coordinate land-use and transportation with open space systems and promote	✓			✓			High	Planning

Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
the efficient delivery of services and goods. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)								
C34. Promote "Energy Efficiency" at City events or events that the City participates in such as 4 <sup>th</sup> of July and the March Air Show.	✓						High	Planning
C35. Develop original programming on MVTV-3 that promotes energy efficiency, e.g. a program that follows a residential energy audit, to demonstrate how residents can make their homes more energy efficient.	✓						High	Purchasing & Facilities, & Planning
C36. Work with RTA to expand access to public transit by adding routes and shelters and benches within 1/4 mile of high density residential, commercial, employment areas, schools, and parks.				✓			High	Transportation Engineering
-1387-								
C37. Promote rideshare and trip reduction ride programs such as carpools/vanpools and preferential parking areas at City facilities and other large employers.				✓			High	Transportation Engineering
C38. Promote school rideshare programs to assist parents/students forming carpools.				✓			High	Transportation Engineering
C39. Adopt a Non-Motorized Transportation Plan. With focuses on pedestrian and bicycle routes and Master Sidewalk Plan. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction				✓			High	Transportation Engineering

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<b>Reduction Measures Section II</b>		Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
	Policies)								
	Work with the school districts to improve pedestrian and bike access to schools and to restore or expand school bus service using lower-emitting vehicles.				✓			High	Transportation Engineering
C41.	Set goals consistent with State's Long Term Strategic Plan: All new residential construction in California will be zero net energy by 2020. All new commercial construction in California will be zero net energy by 2030.	✓						Medium	Building
C42.	Encourage installation of solar and wind power systems and solar hot water heaters.					✓		Medium	Building & Planning
C43.	Establish City guideline that identifies criteria for using rubberized asphalt concrete for public streets.			✓				Medium	Capital Projects
4.	Establish City guideline that identifies criteria for using 'green concrete' that has been made with recycled aggregate for public improvements. Results in reduced CO <sub>2</sub> emissions and reduces solid waste sent to landfills.			✓			✓	Medium	Capital Projects
C45.	Prepare a Master Sidewalk Plan that identifies "missing links" where sidewalks are necessary and identifies streets for which no sidewalk is required.				✓			Medium	Capital Projects
C46.	Adopt and implement a policy to increase the use of renewable energy.	✓						Medium	Electric Utility
C47.	Promote residential surveys to educate residents on energy	✓						Medium	Electric Utility

Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
saving behaviors, and direct leads and data to appropriate marketing channels to encourage more extensive energy upgrades.								
C48. Encourage installation of solar panels on unused roof and ground space and over carports and parking areas.					✓		Medium	Electric Utility & Planning
C49. Include energy storage where appropriate to optimize renewable energy generation systems and avoid peak energy use.					✓		Medium	Electric Utility
C50. Conduct gray water, rainfall runoff, and other system research and pilot study.		✓					Medium	Land Development
C51. Actively explore new items to add to the list of accepted recycled materials with the City's franchised waste hauler.			✓				Medium	Maintenance & Operations
-1389- 2. Implement programs to encourage and increase participation of diverted waste from landfills to meet or exceed state regulation requirements.			✓				Medium	Maintenance & Operations
C53. Provide easy and convenient recycling opportunities for residents, the public, and businesses.			✓				Medium	Maintenance & Operations
C54. Provide education and publicity about reducing waste and available recycling services.			✓				Medium	Maintenance & Operations
C55. Require shaded and accessible pedestrian paths of travel between building entrances and parking lots, sidewalks, adjacent properties, and public transportation stops.	✓			✓			Medium	Planning



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Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
C57. Increase housing density near transit. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies) Steer development towards infill rather than greenfield areas. Consider differential impact fee system with lower fees for areas with infrastructure.				✓		✓	Medium	Planning
C58. Revise municipal code to ensure solar access is maintained for future solar electric and solar hot water installations.	✓				✓	✓	Medium	Planning
C59. Consider a shade tree ordinance and utility incentives for shading south and west faces of dwelling units.	✓					✓	Medium	Planning & Electric Utility
C60. Designate city staff person responsible for coordinating climate action by city departments.	✓						Medium	Planning
C61. Promote local demonstration gardens at Western Municipal Water District and the planned garden at the southeast corner of Cactus and Heacock, around the EMWD pump station.	✓	✓					Medium	Parks & Community Services
C62. Promote free shuttle service connecting to Metrolink station.				✓			Medium	Transportation Engineering
C63. Create travel routes that ensure destinations may be reached conveniently by public transit, bicycling and walking. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			Medium	Transportation Engineering
C64. Work with WRCOG to develop a				✓			Medium	Transportation

Reduction Measures Section II	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
master plan to encourage use of neighborhood electric vehicles, which are energy efficient street legal vehicles.								Engineering
C65. Coordinate with school districts to adopt the League of America Bicyclists' Cycling curriculum so students learn safest way to bike.				✓			Medium	Transportation Engineering
C66. Implement "Smart Bus" technology - GPS with electronic displays at stops to provide actual time data to passengers.				✓			Medium	Transportation Engineering
C67. Develop renewable fuel locations and electric plug-in stations including a map for drivers to find refueling locations.				✓			Medium	Transportation Engineering
C68. Implement a regional transit program between educational facilities. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			Medium	Transportation Engineering
-1391- C69. Incorporate bicycle lanes, routes and facilities into street systems, new subdivisions, and large developments. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)				✓			Medium	Transportation Engineering
C70. Explore developing a Smart Growth Development Impact Fee matrix. Fee based on trips generated by project. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)	✓			✓			Medium	Transportation Engineering
C71. Evaluate and update existing General Plan street cross-sections to accommodate "complete streets" design				✓			Medium	Transportation Engineering

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<b>Reduction Measures Section II</b>	Energy Use Reduction	Water Use Reduction	Recycling and Diversion	Alternative Transportation	Renewable Energy	Greenhouse Gas Emission	Cost Effectiveness	Lead Division
standards.				✓			Medium	Transportation Engineering
C73. Incorporate public transit into the project's design. (GHG Policy R2-T1 Land Use Based Trips and VMT Reduction Policies)					✓		Low	Building
C74. Accelerate implementation of solar energy-based technology through permitting process (e.g., reduced permit fees, streamlined permit approval process). Where solar systems cannot feasibly be incorporated into the project at the outset, build "solar ready" structures.					✓		Low	Building
C75. Consider changing existing and future illuminated streetlights to LED. The retrofit cost for LED lighting is not feasible at this point. SCE and MVU do not currently have a separate rate structure for LED.	✓						Low	Special Districts

# SECTION III – APPENDICES

## General Plan Goals and Objectives

- Chapter 7. Energy conservation is a way to control energy costs, reduce reliance on foreign energy supplies and minimize air pollution. Energy efficiency can be derived in the arrangement of land uses, in the design of developments and the architecture of individual buildings. (GP Issues and Opportunities 7.6.2.)
- Chapter 7. Issues and Opportunities 7.6.2. The amount of energy consumed in automobile travel can be reduced if commercial and recreational opportunities are located near residential uses. Commuter travel can be minimized if there is a reasonable balance between jobs and housing within the area. Placing high intensity uses along transit corridors can also reduce automobile travel.

Reducing residential street width can affect microclimates and reduce the summer cooling needs of adjacent homes. The orientation of buildings can be arranged to affect the amount of heat gain. Shade trees can also cool microclimates and aid in energy conservation.

Building construction options are available to reduce energy consumption. Building construction methods include, but are not limited to, insulation of walls and ceilings, insulated windows and solar water heating systems. Many building energy conservation measures have been incorporated into Title 24 of the California Administrative Code and are required of all residential structures. (GP)

- Orient commercial development toward pedestrian use. Buildings should be designed and sited so as to present a human-scale environment, including convenient and comfortable pedestrian access, seating areas, courtyards, landscaping and convenient pedestrian access to the public sidewalk. (GP)
- Chapter 8. **Energy Conservation 8.4.11** The City of Moreno Valley, through its housing rehabilitation programs provides grants or loan funds that include work for energy conservation repairs or replacements. The City of Moreno Valley, through its Neighborhood Preservation division, participates in utility energy conservation programs sponsored by private sector utility companies. When households participating in the City's housing rehabilitation programs require additional assistance in the area of energy conservation, utility discounts or replacement of inefficient appliances, staff provides information on programs available through utility companies. Depending on the availability of funds, utility companies make available weatherization services, replacement of inefficient air conditioners with evaporative coolers, replacement of refrigerators that are over 10 years old, repair or replacement of inefficient furnaces as well as free energy efficient compact fluorescent light bulbs. (GP)

- **Objective 4.3** Develop a hierarchical system of trails which contribute to environmental quality and energy conservation by providing alternatives to motorized vehicular travel and opportunities for recreational equestrian riding, bicycle riding, and hiking, and that connects with major regional trail systems. (GP)
- 5-13 Implement Transportation Demand Management (TDM) strategies that reduce congestion in the peak travel hours. Examples include carpooling, telecommuting, and flexible work hours. (GP)
- 7.5.2 Encourage energy efficient modes of transportation and fixed facilities, including transit, bicycle, equestrian, and pedestrian transportation. Emphasize fuel efficiency in the acquisition and use of City-owned vehicles. (GP)
- 7.5.3 Locate areas planned for commercial, industrial and multiple family density residential development within areas of high transit potential and access. (GP)
- Chapter 5. Transportation Demand Management 5.3.5 Transportation Demand Management (TDM) strategies reduce dependence on the single-occupant vehicle, and increase the ability of the existing transportation system to carry more people. The goal of TDM is to reduce single occupant vehicle trips during peak hours and modify the vehicular demand for travel.

A reduction in peak hour trips and a decrease in non-attainment pollutants can be achieved through the implementation of TDM strategies. Examples of the strategies include: carpooling, telecommuting, flexible work hours, and electronic commerce that enables people to work and shop from home.

- 7.5.1 Encourage building, site design, and landscaping techniques that provide passive heating and cooling to reduce energy demand. (GP)
  - 7.8.1 Encourage recycling projects by individuals, non-profit organizations, corporations and local businesses, as well as programs sponsored through government agencies. (GP)
  - Chapter 7. Solid Waste 7.3. The City Council adopted a “Source Reduction and Recycling Element” in 1992, describing how Moreno Valley plans to meet the goals mandated by AB939. The element includes strategies to address various components of the solid waste challenge, including the character of the waste stream, source reduction, recycling, composting, special waste (e.g. construction debris, auto bodies, medical waste, tires and appliances), education and public information, disposal facility capacity, funding and integration of the various components.

Moreno Valley works in concert with the local waste hauling company to meet its waste diversion requirements. Residential customers place recyclable materials at the curb for collection by the waste hauler, Waste Management of the Inland Empire. The waste hauler separates and markets the recyclable materials, including cardboard, paper, tin/metal, aluminum cans, plastics

and glass. In 2004, fifty-one percent of the solid waste generated in Moreno Valley was diverted from landfills. (GP)

- 7.3.1 Require water conserving landscape and irrigation systems through development review. Minimize the use of lawn within private developments, and within parkway areas. The use of mulch and native and drought tolerant landscaping shall be encouraged. (GP)
- 7.3.2 Encourage the use of reclaimed wastewater, stored rainwater, or other legally acceptable non-potable water supply for irrigation. (GP)
- 7-2 Advocate for natural drainage channels to the Riverside County Flood Control District, in order to assure the maximum recovery of local water, and to protect riparian habitats and wildlife. (GP)
- 7-4 Provide guidelines for preferred planting schemes and specific species to encourage aesthetically pleasing landscape statements that minimize water use. (GP)
- Maintenance of systems for water supply and distribution; wastewater collection, treatment, and disposal; solid waste collection and disposal; and energy distribution which are capable of meeting the present and future needs of all residential, commercial, and industrial customers within the City of Moreno Valley. (GP)
- 7-3 Maintain a close working relationship with EMWD to ensure that EMWD plans for and is aware of opportunities to use reclaimed water in the City. (GP)
- Provide landscaping in automobile parking areas to reduce solar heat and glare. (GP)
- 6.7.6 Require building construction to comply with the energy conservation requirements of Title 24 of the California Administrative Code. (GP)
- 7.5.4 Encourage efficient energy usage in all city public buildings. (GP)
- 7.5.5 Encourage the use of solar power and other renewable energy systems. (GP)
- A dark sky policy
- Chapter 9. 2.10.7 On-site lighting should not cause nuisance levels of light or glare on adjacent properties. (GP)
- Chapter 9. 2.10.8 Lighting should improve the visual identification of structures. Within commercial areas, lighting should also help create a festive atmosphere by outlining buildings and encouraging nighttime use of areas by pedestrians.(GP)

## Resources

- ICLIE - Local Governments for Sustainability (ICLEI) is a membership association of local governments committed to advancing climate protection and sustainable development.
- The Energy Coalition
- Community Energy Partnership
- Southern California Edison
- The Gas Company
- Eastern Municipal Water District
- Energy Star
- WRCOG
- Waste Management
- Moreno Valley Utilities
- Moreno Valley Unified School District
- Val Verde Unified School District

Final

# CITY OF MORENO VALLEY

## Greenhouse Gas Analysis

February 2012

Prepared for:



City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552

Prepared by:

**ATKINS**

formerly PBS&J, an Atkins Company

650 East Hospitality Lane, Suite 450  
San Bernardino, California 92408

ATTACHMENT 2





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# ACRONYMS

AB 32	Assembly Bill 32, The California Climate Change Solutions Act of 2006
ATMS	Advanced Transportation Management Systems
ADWF	Average Daily Wastewater Flow
BAU	Business-As-Usual scenario
BTU	British thermal unit
CARB	California Air Resources Board
CAA	Clean Air Act
CAAQS	California Ambient Air Quality Standards
Cal EPA	California Environmental Protection Agency
CAS	California Climate Adaption Strategy
CAT	Climate Action Team
CCAT	California Climate Action Team
CCAR	California Climate Action Registry
CCR	California Code of Regulations
CCTP	Climate Change Technology Program
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CFC	Chlorofluorocarbons
C <sub>2</sub> F <sub>6</sub>	Hexafluoroethane
CF <sub>4</sub>	Carbon Tetrafluoride
CH <sub>4</sub>	Methane
CIWMB	California Integrated Waste Management Board
CO	Carbon Monoxide
CO <sub>2</sub>	Carbon Dioxide
CO <sub>2</sub> e	Carbon dioxide Equivalent
DPM	Diesel Particulate Matter
EMFAC2007	On-Road Emission Factors published by the CARB in 2007
EMWD	Eastern Metropolitan Water District
GCC	Global Climate Change
GHG	Greenhouse Gas
GWh	Gigawatt Hours
GWP	Global Warming Potential
HFC	Hydrofluorocarbons

## ACRONYMS

HFC-23	Trifluoromethane
HFC-134	Hydrofluorocarbon 134
HFC-152a	Difluoroethane
IPCC	Intergovernmental Panel on Climate Change
Lbs/year	Pounds per Year
LEED	Leadership in Energy and Environmental Design
MMBTU	Million BTUs
MMT	Million Metric Tons
MMT CO <sub>2</sub> e	Million Metric Tons Carbon Dioxide Equivalent
MVU	Moreno Valley Utility
MWD	Metropolitan Water District of Southern California
MWh/year	Megawatt hours per year
MWh	Megawatt hours
N <sub>2</sub> O	Nitrous Oxide
O <sub>3</sub>	Ozone
OPR	California Office of Planning and Research
PSD	Prevention of Significant Deterioration
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCE	Southern California Edison
SCG	Southern California Gas Company
SIP	State Implementation Plan
SF <sub>6</sub>	Sulfur Hexafluoride
SRI	Solar Reflective Index
UNFCCC	United Nations Framework Convention on Climate Change
URBEMIS 2007	Urban Emissions Model, version 9.2 published in June 2007
USEPA	United States Environmental Protection Agency
VMT	Vehicle miles traveled

## EXECUTIVE SUMMARY

The City of Moreno Valley is committed to providing a more livable, equitable, and economically vibrant community through the incorporation of sustainability features and reduction of greenhouse gas (GHG) emissions. By using energy more efficiently, harnessing renewable energy to power our buildings, recycling our waste, conserving water, and enhancing access to sustainable transportation modes, Moreno Valley will keep dollars in our local economy, create new green jobs and improve community quality of life. These efforts toward reducing GHG emissions described in this report must be done in coordination with the City's land use decisions. The foundation of planning land use decisions is found in the General Plan policies and programs.

Through this GHG Analysis, Moreno Valley has established goals and policies that incorporate environmental responsibility into its daily management of residential, commercial and industrial growth, education, energy and water use, air quality, transportation, waste reduction, economic development, and open space and natural habitats to further their commitment.

The first step in completing the Moreno Valley GHG Analysis was to inventory the City's GHG emissions. Moreno Valley's community-wide emissions were calculated for the year 2007 and 2010. Sources of emissions include transportation, electricity and natural gas use, landscaping, water and wastewater pumping and treatment, and treatment and decomposition of solid waste. The 2007 inventory represents conditions prior to the economic recession and will be used to set the target for reducing emissions by the year 2020. The 2010 inventory was calculated using the most recent data available; this inventory serves as a baseline to demonstrate Moreno Valley's progress toward reducing emissions. The City's GHG emissions amounted to 939,639 metric tons (MT) of CO<sub>2</sub>e community-wide in 2007 and 920,712 MT CO<sub>2</sub>e in 2010.

Following the state's adopted GHG reduction target, Moreno Valley has set a goal to reduce emissions back to 1990 levels by the year 2020. This target was calculated as a 15 percent decrease from 2007 levels. The AB 32 Scoping Plan suggests a 15 percent decrease from existing levels; however, the Scoping Plan was based on 2005 emissions. For Moreno Valley, 2007 was the year closest to 2005 with the best data available. The projected business-as-usual emissions for the year 2020, based on population and housing growth estimates, are 1,298,546 metric tons of CO<sub>2</sub>e. In order to reach the reduction target, Moreno Valley must offset this growth in emissions and reduce community-wide emissions to 798,693 metric tons CO<sub>2</sub>e by the year 2020.

The City of Moreno Valley has already demonstrated its commitment to sustainability through a variety of programs and policies. These programs include EECBG-funded energy upgrade projects, participation in the Community Energy Partnership, tracking of building energy use through the Energy Star Portfolio Manager, and the Solar Incentive Program for Moreno Valley Utility customers.

Various state policies have enacted programs that will also contribute to reduced GHG emission in Moreno Valley by the year 2020. Some of these policies are: Renewable Portfolio Standard, Pavley Vehicle Emissions Standards, Low Carbon Fuel Standards, and updated Title 24 building standards. By

supporting the state in the implementation of these measures, Moreno Valley will experience substantial emissions reductions.

In order to reach the reduction target laid out in this GHG Analysis, Moreno Valley needs to implement the additional reduction measures described in this report. These measures encourage energy efficient retrofits, transportation oriented planning, water conservation, and increase recycling and reduced landfill waste. Table ES-1, below, summarizes the community wide emissions for 2007, 2010, 2020 business-as-usual (BAU), and the reduced 2020 inventory with the inclusion of the reduction measures.

<b>Table ES-1 Projected GHG Emissions Comparison</b>					
<b>Source Category</b>	<b>Metric tons of CO<sub>2</sub>e</b>				<b>% Reduced from BAU</b>
	<b>2007</b>	<b>2010</b>	<b>BAU 2020</b>	<b>Reduced 2020</b>	
Transportation	517,098	513,581	788,267	421,561	46.5
Energy	287,261	277,230	356,192	251,372	29.4
Area Sources	69,390	69,437	84,665	73,046	13.7
Water and Wastewater	21,595	16,831	20,216	14,158	30.0
Solid Waste	44,294	43,633	49,203	38,000	22.8
<b>Total</b>	<b>939,639</b>	<b>920,712</b>	<b>1,298,543</b>	<b>798,137</b>	<b>38.5</b>
<b>2020 Emission Reduction Target</b>			<b>798,693</b>	<b>798,693</b>	
Note: Mass emissions of CO <sub>2</sub> e shown in the table are rounded to the nearest whole number. Totals shown may not add up due to rounding.					

This report sets a baseline for the City’s GHG emissions, projects how these emissions will grow, and includes strategies to reduce emissions to a level consistent with California’s emissions reduction target. These strategies complement the City’s General Plan policies and are consistent with Moreno Valley’s vision for a more sustainable community.





# Chapter 1 Introduction

## CHAPTER 1 INTRODUCTION

The City of Moreno Valley is committed to providing a more livable, equitable and economically vibrant community through the reduction of greenhouse gas (GHG) emissions. By using energy more efficiently, harnessing renewable energy to power our buildings, recycling our waste, and enhancing access to sustainable transportation modes, we can keep dollars in our local economy, create new green jobs and improve community quality of life.

This section describes the purpose and goals of this report; describes the relationship of the report to the current City General Plan; provides background information on GHG emissions; and summarizes the regulatory framework surrounding GHG emissions and climate change.

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### 1.1 Purpose

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The analysis was completed under the premise that the City and the community it represents are uniquely capable of addressing emissions associated with sources under the City's jurisdiction. The City's emission reduction efforts should coordinate with the state strategies in order to accomplish emission reductions in an efficient and cost effective manner. The City developed this document with the following purposes in mind:

- Create a GHG baseline from which to benchmark GHG reductions;
- Provide a plan that is consistent with and complementary to: the GHG emissions reduction efforts being conducted by the State of California through the Global Warming Solutions Act (AB 32); the Federal Government through the actions of the Environmental Protection Agency; and the global community through the Kyoto Protocol; and
- Guide the development, enhancement, and implementation of actions that reduce GHG emissions.

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### 1.2 Goals

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With regards to reducing GHG emissions, the City identified the following achievement goals:

- Provide a list of specific measures that will reduce GHG emissions from community sources and municipal operations.
- Reduce emissions attributable to Moreno Valley to levels at or below 1990 GHG emissions by year 2020 consistent with the target reductions of AB 32.

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### 1.3 Relationship to the City's General Plan

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The current Moreno Valley General Plan discusses the City's vision and the realization of this vision the following areas: Community Development; Economic Development; Parks, Recreation, and Open Spaces; Circulation; Safety; Conservation; and Housing. Many of the policies of the General Plan indirectly reduce GHG emissions by conserving energy, promoting the use of alternative transportation,

and reducing waste sent to landfills. These policies that are related to reducing GHG emissions are summarized in Section 4.1.

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## 1.4 Background

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This report achieves the purpose and goals described above by providing: an analysis of GHG emissions and sources attributable to the City of Moreno Valley; estimates on how those emissions are expected to increase to 2020; and recommended policies and actions that can reduce GHG emissions to meet State, Federal and International targets.

The following discussion includes a brief overview regarding the nature of GHG emissions, the climate change impacts anticipated within the City of Moreno Valley, and the international, federal, state, and local regulatory framework designed to address climate change. Additional details about these topics are included in Appendix \_\_ of this document.

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## 1.5 Greenhouse Gases

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Parts of the Earth's atmosphere act as an insulating blanket, trapping sufficient solar energy to keep the global average temperature within a suitable range. The 'blanket' is a collection of atmospheric gases called 'greenhouse gases' or GHGs based on the idea that these gases also trap heat like the glass walls of a greenhouse. These gases, mainly water vapor, carbon dioxide, methane, nitrous oxide, ozone, and chlorofluorocarbons (CFCs) all act as effective global insulators, reflecting back to earth infrared radiation. Human activities, such as producing electricity and driving internal combustion vehicles, emit these gases in the atmosphere.

Due to the successful global bans on chlorofluorocarbons (primarily used as refrigerants, aerosol propellants and cleaning solvents), Moreno Valley does not generate significant emissions of these GHGs and therefore, they are not considered any further in this analysis. This also includes other synthesized gases such as HFCs and CF<sub>4</sub> which have been banned and are no longer available on the market. Because of the ban, Moreno Valley will not generate emissions of these GHGs and therefore, they are not considered any further in this analysis.

Another GHG with a high global warming potential is sulfur hexafluoride, which is mainly used as a gaseous dielectric medium in electric switchgear of high voltage electric transmission lines and medical use in retinal detachment surgery and ultrasound imaging. In both uses, sulfur hexafluoride is not released to the atmosphere and therefore, it is not considered further in this analysis.

Because GHGs have variable potencies, a common unit of measurement, the carbon dioxide equivalent (CO<sub>2</sub>e) is used to report the combined potency from all of the GHGs. The potency each GHG has in the atmosphere is measured as a combination of the volume of its emissions and its global warming

potential<sup>1</sup>, and is expressed as a function of the potency with respect to the same mass of carbon dioxide. Thus, by multiplying the individual gas by its global warming potential, the emissions of each individual gas can be measured in terms of metric tons of CO<sub>2</sub>e (MT CO<sub>2</sub>e).

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## 1.6 Regulatory Setting

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In an effort to stabilize GHG emissions and reduce impacts associated with climate change, international agreements, as well as federal and State actions were implemented beginning as early as 1988. The international, federal, State, regional, and local government agencies discussed below work jointly, as well as individually, to address GHG emissions through legislation, regulations, planning, policy-making, education, and a variety of programs.

### International and Federal

#### KYOTO PROTOCOL

The United States participated in the United Nations Framework Convention on Climate Change (UNFCCC) signed on March 21, 1994. The Kyoto Protocol is a treaty made under the UNFCCC and was the first international agreement to regulate GHG emissions. It has been estimated that if the commitments outlined in the Kyoto Protocol are met, global GHG emissions could be reduced by an estimated 5 percent from 1990 levels during the first commitment period of 2008–2012 (UNFCCC 1997). It should be noted that although the United States is a signatory to the Kyoto Protocol, Congress has not ratified the Protocol and the United States is not bound by the Protocol's commitments.

In anticipation of providing an updated international treaty for the reduction of GHG emissions, representatives from 170 countries met in Copenhagen in December 2009 to ratify an updated UNFCCC agreement (Copenhagen Accord). The Copenhagen Accord, a voluntary agreement between the United States, China, India, and Brazil, recognizes the need to keep global temperature rise to below 2 °C and obliges signatories to establish measures to reduce GHG emissions and prepare to help poorer countries in adapting to climate change. The countries met again in Cancun in December 2010 and adopted the Cancun Agreements, which reinforces and builds upon the Copenhagen Accord. The nations agreed to recognize country targets, develop low-carbon development plans and strategies, and report inventories annually. In addition, agreements were made regarding financing for developing countries and technology support and coordination among all nations. The next conference of the parties is scheduled for December 2011 in South Africa.

#### CLIMATE CHANGE TECHNOLOGY PROGRAM

The United States has opted for a voluntary and incentive-based approach toward emissions reductions in lieu of the Kyoto Protocol's mandatory framework. The Climate Change Technology Program (CCTP) is

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<sup>1</sup> The potential of a gas or aerosol to trap heat in the atmosphere.

a multi-agency research and development coordination effort (led by the Secretaries of Energy and Commerce) that is charged with carrying out the President's National Climate Change Technology Initiative.



## UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

The United States Environmental Protection Agency (USEPA) is responsible for implementing federal policy to address global climate change. The Federal government administers a wide array of public-private partnerships to reduce GHG intensity generated by the United States. These programs focus on energy efficiency, renewable energy, methane and other non-carbon dioxide gases, agricultural practices, and implementation of technologies to achieve GHG reductions. The USEPA implements several voluntary programs that substantially contribute to the reduction of GHG emissions.

In *Massachusetts v. Environmental Protection Agency* (Docket No. 05–1120), argued November 29, 2006 and decided April 2, 2007, the U.S. Supreme Court held that the USEPA has authority to regulate GHG, and the USEPA's reasons for not regulating this area did not fit the statutory requirements. As such, the U.S. Supreme Court ruled that the USEPA should be required to regulate carbon dioxide and other GHGs as pollutants under Section 202(a)(1) of the federal Clean Air Act (CAA).

EPA issued a Final Rule for mandatory reporting of GHG emissions in October 2009. This Final Rule applies to fossil fuel suppliers, industrial gas suppliers, direct GHG emitters, and manufactures of heavy-duty and off-road vehicles and vehicle engines, and requires annual reporting of emissions. The Final Rule was effective December 29, 2009, with data collection to begin on January 1, 2010, and the first annual reports due in September 2011. This rule does not regulate the emission of GHGs—it only requires monitoring and reporting of GHG emissions for those sources above certain thresholds (EPA 2009). EPA adopted a Final Endangerment Finding for the six defined GHGs on December 7, 2009. The Endangerment Finding is required before EPA can regulate GHG emissions under Section 202(a)(1) of the CAA in fulfillment of the U.S. Supreme Court decision.

On May 13, 2010, the USEPA issued a final rule that establishes a common sense approach to addressing GHG emissions from stationary sources under the CAA permitting programs. This final rule sets a threshold of 75,000 tons per year for GHG emissions. New and existing industrial facilities that meet or exceed that threshold will require a permit under the New Source Review Prevention of Significant Deterioration (PSD) and title V Operating Permit programs. This rule took effect on January 2, 2011.

## State

### CALIFORNIA AIR RESOURCES BOARD

The California Air Resources Board, a part of the California EPA (CalEPA) is responsible for the coordination and administration of both federal and state air pollution control programs within



## CHAPTER 1 INTRODUCTION

California. In this capacity, CARB conducts research, sets state ambient air quality standards (California Ambient Air Quality Standards (CAAQS)), compiles emission inventories, develops suggested control measures, and provides oversight of local programs. CARB establishes emissions standards for motor vehicles sold in California, consumer products (such as hairspray, aerosol paints, and barbecue lighter fluid), and various types of commercial equipment. It also sets fuel specifications to further reduce vehicular emissions. CARB has primary responsibility for the development of California's State Implementation Plan (SIP), for which it works closely with the federal government and the local air districts.

### EXECUTIVE ORDER S-3-05

California Governor Arnold Schwarzenegger announced on June 1, 2005, through Executive Order S-3-05, the following GHG emission reduction targets:

- By 2010, California shall reduce GHG emissions to 2000 levels;
- By 2020, California shall reduce GHG emissions to 1990 levels; and
- By 2050, California shall reduce GHG emissions to 80 percent below 1990 levels.

The first California Climate Action Team (CCAT) Report to the Governor in 2006 contained recommendations and strategies to help meet the targets in Executive Order S-3-05. In April 2010, the Draft California Action Team (CAT) Biennial Report expanded on the policy oriented 2006 assessment. The new information detailed in the CAT Assessment Report includes development of revised climate and sea-level projections using new information and tools that have become available in the last two years; and an evaluation of climate change within the context of broader social changes, such as land-use changes and demographic shifts <sup>2</sup>. The action items in the report focus on the preparation of the Climate Change Adaptation Strategy, required by Executive Order S-13-08, described below.

### ASSEMBLY BILL 1493, CLEAN CAR STANDARDS

AB 1493 (also known as the Pavley Bill, in reference to its author Fran Pavley) was enacted in 2002 and requires the "maximum feasible and cost effective reduction" of GHGs from automobiles and light-duty trucks. Subsequently, in 2004, CARB approved the "Pavley I" regulations limiting the amount of GHGs that may be released from new passenger automobiles beginning with model year 2009 through 2016; these regulations would reduce emissions by 30% from 2002 levels by 2016. The second set of regulations ("Pavley II") is currently in development and will cover model years 2017 through 2025 in order to reduce emissions by 45% by the year 2020. The automotive industry legally challenged the bill claiming that the federal gas mileage standards preempted these state regulations. In 2005, California filed a waiver request to the U.S. EPA in order to implement the GHG standards and in March of 2008, the U.S. EPA denied the request. However, in June 2009, the decision was reversed and the U.S. EPA

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<sup>2</sup> California Environmental Protection Agency, Climate Action Team Report to Governor Schwarzenegger and the Legislature, March 2006.

granted California the authority to implement the GHG reduction standards for passenger cars, pickup trucks, and sport utility vehicles.

In September 2009, CARB adopted amendments to the “Pavley I” regulations that cemented California’s enforcement of the Pavley rule starting in 2009 while providing vehicle manufacturers with new compliance flexibility. The amendments also allowed California to coordinate its rules with the federal rules for passenger vehicles.

## ASSEMBLY BILL 32, THE CALIFORNIA GLOBAL WARMING SOLUTIONS ACT OF 2006

In 2006, the California State Legislature adopted AB 32, the California *Global Warming Solutions Act of 2006*. AB 32 focuses on reducing GHG in California. GHGs as defined under AB 32 include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. AB 32 required CARB to adopt rules and regulations



that would achieve GHG emissions equivalent to 1990 statewide levels by 2020. On or before June 30, 2007, CARB was required to publish a list of discrete early action GHG emission reduction measures that would be implemented by 2010. The law further required that such measures achieve the maximum technologically feasible and cost effective reductions in GHGs from sources or categories of sources to achieve the statewide GHG emissions limit for 2020.

CARB published its final report for Proposed Early Actions to Mitigate Climate Change in California in October 2007. This report described recommendations for discrete early action measures to reduce GHG emissions. The measures included are part of California’s strategy for achieving GHG reductions under AB 32. Three new regulations are proposed to meet the definition of “discrete early action GHG reduction measures,” which include the following: a low carbon fuel standard; reduction of HFC-134a emissions from non-professional servicing of motor vehicle air conditioning systems; and improved landfill methane capture<sup>3</sup>. CARB estimates that by 2020, the reductions from those three measures would be approximately 13-26 million metric tons (MMT) CO<sub>2</sub>e.

Under AB 32, CARB has the primary responsibility for reducing GHG emissions. CARB has published a staff report titled California 1990 GHG Emissions Level and 2020 Emissions Limit<sup>4</sup> that determined the statewide levels of GHG emissions in 1990 to be 427 million MT CO<sub>2</sub>e. Additionally, in December 2008, CARB adopted the Climate Change Scoping Plan, which outlines the state’s strategy to achieve the 2020 GHG limit. This Scoping Plan proposes a comprehensive set of actions designed to reduce overall GHG emissions in California, improve the environment, reduce dependence on oil, diversify energy sources, save energy, create new jobs, and enhance public health. The plan emphasizes a cap-and-trade program, but also includes the discrete early actions.

<sup>3</sup> California EPA- California Air Resources Board, Proposed Early Actions to Mitigate Climate Change in California, October 2007.

<sup>4</sup> California EPA- California Air Resources Board, California 1990 GHG Emissions Level and 2020 Emissions Limit, November 2007.



## CHAPTER 1 INTRODUCTION

### SENATE BILL 97 (SB 97)

SB 97, enacted in 2007, amends the CEQA statute to clearly establish that GHG emissions and the effects of GHG emissions are appropriate subjects for CEQA analysis. It directed the California Office of Planning and Research (OPR) to develop draft CEQA Guidelines “for the mitigation of GHG emissions or the effects of GHG emissions” and directed the Resources Agency to certify and adopt the State CEQA Guidelines.

On April 13, 2009, OPR submitted the proposed amendments to the Secretary for Natural Resources. The Natural Resources Agency conducted formal rulemaking in 2009, certified, and adopted the amendments in December 2009. The California Office of Administrative Law codified into law the amendments in March 2010. The amendments became effective in June 2010 and provide regulatory guidance with respect to the analysis and mitigation of the potential effects of GHG emissions.

CEQA Guidelines § 15183.5, Tiering and Streamlining the Analysis of GHG Emissions, was added as part of the CEQA Guideline amendments and describes the criteria needed in a Climate Action Plan that would allow for the tiering and streamlining of CEQA analysis for subsequent development projects. The following quote is from the CEQA Guideline amendments:

*“§15183.5. Tiering and Streamlining the Analysis of Greenhouse Gas Emissions.*

- (a) Lead agencies may analyze and mitigate the significant effects of greenhouse gas emissions at a programmatic level, such as in a general plan, a long range development plan, or a separate plan to reduce greenhouse gas emissions. Later project-specific environmental documents may tier from and/or incorporate by reference that existing programmatic review. Project-specific environmental documents may rely on an EIR containing a programmatic analysis of greenhouse gas emissions as provided in section 15152 (tiering), 15167 (staged EIRs) 15168 (program EIRs), 15175-15179.5 (Master EIRs), 15182 (EIRs Prepared for Specific Plans), and 15183 (EIRs Prepared for General Plans, Community Plans, or Zoning).*
- (b) Plans for the Reduction of Greenhouse Gas Emissions. Public agencies may choose to analyze and mitigate significant greenhouse gas emissions in a plan for the reduction of greenhouse gas emissions or similar document. A plan to reduce greenhouse gas emissions may be used in a cumulative impacts analysis as set forth below. Pursuant to sections 15064(h)(3) and 15130(d), a lead agency may determine that a project’s incremental contribution to a cumulative effect is not cumulatively considerable if the project complies with the requirements in a previously adopted plan or mitigation program under specified circumstances.*
  - (1) Plan Elements. A plan for the reduction of greenhouse gas emissions should:*
    - (A) Quantify greenhouse gas emissions, both existing and projected over a specified time period, resulting from activities within a defined geographic area;*
    - (B) Establish a level, based on substantial evidence, below which the contribution to greenhouse gas emissions from activities covered by the plan would not be cumulatively considerable;*

## 1.6 REGULATORY SETTING

- (C) Identify and analyze the greenhouse gas emissions resulting from specific actions or categories of actions anticipated within the geographic area;*
  - (D) Specify measures or a group of measures, including performance standards, that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level;*
  - (E) Establish a mechanism to monitor the plan's progress toward achieving the level and to require amendment if the plan is not achieving specified levels;*
  - (F) Be adopted in a public process following environmental review.*
- (2) Use with Later Activities. A plan for the reduction of greenhouse gas emissions, once adopted following certification of an EIR or adoption of an environmental document, may be used in the cumulative impacts analysis of later projects. An environmental document that relies on a greenhouse gas reduction plan for a cumulative impacts analysis must identify those requirements specified in the plan that apply to the project, and, if those requirements are not otherwise binding and enforceable, incorporate those requirements as mitigation measures applicable to the project. If there is substantial evidence that the effects of a particular project may be cumulatively considerable notwithstanding the project's compliance with the specified requirements in the plan for the reduction of greenhouse gas emissions, an EIR must be prepared for the project."*

### EXECUTIVE ORDER S-13-08

On November 14, 2008, Governor Schwarzenegger issued Executive Order S-13-08, the Climate Adaptation and Sea Level Rise Planning Directive, which provides clear direction for how the State should plan for future climate impacts. Executive Order S-13-08 calls for the implementation of four key actions to reduce the vulnerability of California to climate change:

- Initiate California's first statewide Climate Change Adaptation Strategy (CAS) that will assess the State's expected climate change impacts, identify where California is most vulnerable, and recommend climate adaptation policies;
- Request that the National Academy of Sciences establish an expert panel to report on sea level rise impacts in California in order to inform State planning and development efforts;
- Issue interim guidance to State agencies for how to plan for sea level rise in designated coastal and floodplain areas for new and existing projects; and
- Initiate studies on critical infrastructure and land-use policies vulnerable to sea level rise.

The 2009 CAS report summarizes the best known science on climate change impacts in the state to assess vulnerability, and outlines possible solutions that can be implemented within and across state

## CHAPTER 1 INTRODUCTION

agencies to promote resiliency. This is the first step in an ongoing, evolving process to reduce California's vulnerability to climate impacts<sup>5</sup>.

### CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, PART 6

CCR Title 24, Part 6: *California's Energy Efficiency Standards for Residential and Nonresidential Buildings* (Title 24) were first established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Although it was not originally intended to reduce GHG emissions, electricity production by fossil fuels results in GHG emissions and energy efficient buildings require less electricity. Therefore, increased energy efficiency results in decreased GHG emissions.

The Energy Commission adopted 2008 Standards on April 23, 2008 and the Building Standards Commission approved them for publication on September 11, 2008. These updates became effective on August 1, 2009. The Energy Commission adopted the 2008 changes to the Building Energy Efficiency Standards for several reasons:

- To provide California with an adequate, reasonably priced, and environmentally sound supply of energy;
- To respond to AB 32, the Global Warming Solutions Act of 2006, which mandates that California must reduce its GHG emissions to 1990 levels by 2020;
- To pursue California energy policy, which states that energy efficiency is the resource of first choice for meeting California's energy needs;
- To act on the findings of California's Integrated Energy Policy Report (IEPR) that concludes that the Standards are the most cost effective means to achieve energy efficiency, expects the Building Energy Efficiency Standards to continue to be upgraded over time to reduce electricity and peak demand, and recognizes the role of the Standards in reducing energy related to meeting California's water needs and in reducing GHG emissions;
- To meet the West Coast Governors' Global Warming Initiative commitment to include aggressive energy efficiency measures into updates of state building codes; and
- To meet the Executive Order in the Green Building Initiative to improve the energy efficiency of nonresidential buildings through aggressive standards.

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<sup>5</sup> California Natural Resources Agency, 2009 California Climate Adaption Strategy- A Report to the Governor in Response to Executive Order S-13-2008, [WWW.Climatechange.Ca.Gov/Adaptation](http://WWW.Climatechange.Ca.Gov/Adaptation), September 2009

## SENATE BILL 375

Senate Bill 375 (SB 375), which establishes mechanisms for the development of regional targets for reducing passenger vehicle GHG emissions, was adopted by the State on September 30, 2008. On September 23, 2010, CARB adopted the vehicular GHG emissions reduction targets that had been developed in consultation with the metropolitan planning organizations (MPOs); the targets require a 7 to 8 percent reduction by 2020 and between 13 to 16 percent reduction by 2035 for each MPO. SB 375 recognizes the importance of achieving significant GHG reductions by working with cities and counties to change land use patterns and improve transportation alternatives. Through the SB 375 process, MPOs will work with local jurisdictions in the development of sustainable communities strategies (SCS) designed to integrate development patterns and the transportation network in a way that reduces GHG emissions while meeting housing needs and other regional planning objectives. MPOs will prepare their first SCS according to their respective regional transportation plan (RTP) update schedule; to date, no region has adopted an SCS. The first of the RTP updates with SCS strategies are expected in 2012.

The Southern California Association of Governments (SCAG) is the MPO serving the area including Moreno Valley. SCAG is currently in the process of developing the 2012 RTP and SCS for their jurisdiction aimed at attaining the reduction targets of an 8% per capita reduction in GHG emissions from passenger vehicles by the year 2020 and a 13% reduction by 2035. SCAG is currently developing the SCS and expecting to adopt the SCS, RTP, and the associated programmatic EIR in April 2012. Many of the transportation-related reduction measures included in this analysis will coordinate with efforts in SCAG's SCS.

## CALIFORNIA GREEN BUILDING CODE 2010

The California Green Building Standards Code referred to as CALGreen went into effect on January 1, 2011. The code sets new mandatory measures with sensible minimum standards for all new structures in the State. Each local jurisdiction can additionally exceed the new standards by adopting CALGreen voluntary measures as mandatory in their jurisdiction. The measures aim to reduce water consumption, employ building commissioning to increase building system efficiencies, divert construction waste from landfills, and install low pollutant-emitting finish materials.

CALGreen has approximately 52 nonresidential mandatory measures and an additional 130 provisions that have been placed in the appendix for optional use. Some key mandatory measures for commercial occupancies include specified parking for clean air vehicles, a 20% reduction of potable water use within buildings, a 50% construction waste diversion from landfills, use of building finish materials that emit low levels of volatile organic compounds (VOCs), and commissioning for new, nonresidential buildings over 10,000 square feet. For residential buildings, some key measures include a 20% reduction in water use, required irrigation controllers for outdoor water use, 50% construction waste diversion from landfills, and required use of low-VOC paints and building materials (CBSC 2010).

## Regional

The City of Moreno Valley is located in the South Coast Air Basin, and the South Coast Air Quality Management District (SCAQMD) is the agency principally responsible for comprehensive air pollution control in the Basin. In order to provide GHG emission guidance to the local jurisdictions within the South Coast Air Basin, the SCAQMD has organized a Working Group to develop GHG emission analysis guidance and thresholds.



SCAQMD released a draft guidance document regarding interim CEQA GHG significance thresholds in October 2008, and issued revised interim CEQA GHG significance threshold in January 2009. On December 5, 2008, the SCAQMD Governing Board adopted the staff proposal for an interim GHG significance threshold for projects where the SCAQMD is lead agency. SCAQMD proposed a tiered approach, whereby the level of detail and refinement needed to determine significance increases with a project's total GHG emissions. The tiered approach defines projects that are exempt under CEQA and projects that are within a GHG Reduction Plan as less than significant.

SCAQMD has also begun work on an energy policy that integrates criteria and toxic air contaminants, GHGs, and energy issues to ensure clean air and a healthy economy. The policy includes energy facts and statistics related to the South Coast region, policies for the SCAQMD staff to promote zero emissions and clean energy, and actions for staff to take to develop plans to reduce energy use and air emissions and participate in state regulatory proceedings. The draft policy will be presented to the board on July 8, 2011. (SCAQMD 2011)

## Chapter 2 Methodology

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## 2.1 Overview

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GHG inventories include all major sources of emissions attributable directly or indirectly to the City's municipal operations or activities within the community the City serves. GHG inventories are divided into two broad categories, Municipal GHG inventories and Community-wide GHG inventories. Municipal GHG Inventories are emissions resulting from City municipal operations. Community-wide GHG inventories are a broader measure of emissions associated with both the activities within the community the City serves and the municipal operations. As such, the Municipal GHG inventory is a subset of the larger Community-wide GHG inventory. The methodology for preparing GHG inventories incorporates the protocols, methods, and emission factors found in the California Climate Action Registry (CCAR) *General Reporting Protocol* (version 3.1, January 2009), the *Local Government Operations Protocol* (LGOP) (version 1.1, May 2010), and the *Draft Community-wide GHG Emissions Protocol* under development by the Association of Environmental Professionals (AEP) and the International Council for Local Environmental Initiatives (ICLEI). The LGOP provides the guidance and protocols in the development of the Municipal GHG inventory. Currently, there is not an adopted protocol for the development of Community-wide GHG inventories. However, the AEP/ICLEI Draft Community-wide GHG Emissions Protocols provide draft guidance in the development of the Community-wide inventory.

The LGOP and the draft AEP/ICLEI Draft Community-wide GHG Emissions Protocols categorize GHG emissions into three distinct "scopes" as a way of organizing GHG emissions, as follows:

- **Scope 1 Emissions** – All "direct" sources of community-wide GHG emissions from sources within the jurisdictional boundaries of the City. This includes fuel burned onsite in buildings and equipment such as natural gas or diesel fuel; transportation fuels burned in motor vehicles; and wood-burning emissions from household hearths. For inventories of only municipal operations, these emissions are limited to activities under the operational control of the local government.
- **Scope 2 Emissions** – Encompasses "indirect" sources of GHG emissions resulting from the consumption of purchased electricity, which is electricity used by the residents, businesses, and City's facilities. An "indirect" source is one where the action that generates GHGs is separated from where the GHGs are actually emitted. For example, when a building uses electricity, it necessitates the burning of fossil fuels, such as coal or natural gas (and resultant release of GHGs) to generate electricity by a utility facility located elsewhere. Thus they are distinguished from *direct* emissions (i.e., Scope 1 emissions) from electricity production, which are reported by the utility itself, in order to avoid double counting.
- **Scope 3 Emissions** is an optional reporting category that encompasses all other "indirect emissions" that are a consequence of activities of the City's residents and businesses, but occur from sources out of the jurisdictional control of the local government. The key to this category of emissions is that they must be "indirect or embodied emissions over which the local government exerts significant control or influence." (CCAR 2010) For example, when



considering GHG emissions from trucks hauling waste under a City contract, the City does not own the waste hauling trucks, but does have significant control over how many pickups the trucks make.

Scope 1 emissions are characterized in this report as “direct emissions” While Scope 2 emissions are characterized as “indirect source emissions.”

The analysis herein is tailored to include all existing and projected emission sources within the City to provide, to the fullest extent feasible, a comprehensive analysis of GHG impacts. The Global Warming Solutions Act of 2006 (AB 32) established a comprehensive program of regulatory and market mechanisms to achieve real, quantifiable, cost-effective reductions of GHG emissions. The law mandates the reduction of GHG emissions in California to 1990 levels by 2020.

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## 2.2 Calculation of GHGs

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This report establishes 2010 as the year on which to base the existing inventory; this is the most recent year for which reliable data concerning the City’s residential, commercial, and government operations are available. This inventory provides a framework on which to design programs and actions that specifically target reductions by emissions sources. Programs and actions already in place within the City are described in Section 4. The 2010 inventory serves as a reference against which to measure the City’s progress towards reducing GHG emissions since 2007 and into the future, and also serves as documentation for potential emission trading opportunities.

The methodology used for the calculation GHG emissions differs depending on the emission source, as described below. The emissions calculations follow the CCAR General Reporting Protocol, version 3.1; LGOP, version 1.1; and CARB’s Mandatory GHG Reporting Regulations (Title 17, California Code of Regulations, Sections 95100 et seq.). These protocols are consistent with the methodology and emission factors endorsed by CARB and USEPA. In cases where these protocols do not contain specific source emission factors, current industry standards or the USEPA’s AP 42 Compilation of Air Pollution Emission Factors were used.

In estimating Moreno Valley’s total GHG emissions, data sources from the City, regional, and state agencies were used. Southern California Edison (SCE) and Southern California Gas Company (SCG) provided both municipal and community wide electricity and natural gas data, respectively. Solid waste data was taken from the California Integrated Waste Management Board’s (CIWMB) database. Transportation emissions were calculated based on vehicle miles traveled (VMT) modeled by the City’s traffic engineer using the TRANSIMS traffic model. Total water use in the City was provided by EMWD. The data used in the calculations for each inventory are summarized in Chapter 3. All of the contributors to GHG emissions (kilowatt-hours of electricity generated by fossil fuel combustion in power plants, natural gas in therms, vehicle travel in VMT, and solid waste in tons) are expressed in the common unit of MT of CO<sub>2</sub>e released into the atmosphere in a given year.

In addition, the costs associated with the GHG emissions were calculated for each sector (based on availability of data). The costs were based on the consumer fees for each fuel type included in the



## CHAPTER 2 METHODOLOGY

inventory. By including the costs, the City can assess where consumers are spending the most money and utilize the information in making decisions on reduction measures.

Coefficients, modeling inputs, and other assumptions, used in the calculations of GHGs are included in Appendix \_\_\_ of this report.

GHG emissions are typically segregated into direct and indirect sources as discussed previously. However, direct and indirect sources are not completely independent of each other and are often combined into other more encompassing categories. For example, although natural gas combustion is a direct source and electricity generation is an indirect source, they both are typically discussed under a heading of “Energy” when policies are put in place to reduce emissions. Therefore, this report discusses emissions with respect to the general source categories of Transportation, Energy, Area Source, Water, Wastewater, and Solid Waste.

## Transportation

### ON-ROAD VEHICLES

Carbon dioxide emissions from vehicles were calculated utilizing EMFAC2007 emission factors for the existing and 2020 inventories. The Emission Factors (EMFAC) model was developed by CARB and used to calculate emission rates from on-road motor vehicles from light-duty passenger vehicles to heavy-duty trucks that operate on highways, freeways, and local roads in California. Motor vehicle emissions of CH<sub>4</sub>, and N<sub>2</sub>O were also calculated using USEPA emission factors for on-road vehicles based on the total annual mileage driven multiplied by their respective emission factors by year.

Vehicle miles traveled (VMT) and total number of trips were determined by the City’s Transportation Analysis and Simulation System (TRANSIMS) model. TRANSIMS is a transportation model developed by the Federal Highway Administration (FHWA) and tracks individual vehicles second-by-second through the road network. This model is based on the Riverside County Traffic Analysis Model (RivTAM) and the SCAG Regional Transportation Model. TRANSIMS estimates 2007 VMT for all trips that begin and/or end within the City limits. This accounts for traffic entering or exiting Moreno Valley and traffic within the City, but excludes pass-through traffic. Moreno Valley’s VMT includes miles from all trips within Moreno Valley and half of the miles from trips that begin or end in Moreno Valley; Moreno Valley is held accountable for all trips within the city limits while the City shares accountability with other jurisdictions for trips that have only one end point in Moreno Valley.

The estimates do not account for electrical, biodiesel (a blend of diesel and vegetable oil), or hydrogen powered systems. Any electrically powered vehicle which draws power from a residence, commercial or industrial land use will be accounted for in the electrical usage for the City. Predicted 2020 (business as usual) BAU vehicle trips were estimated by using predicted land use changes and growth. Costs associated with transportation were based on the diesel and gasoline fuel use and their associated per gallon costs in 2007.

## Energy

### ELECTRICITY

The City emits carbon dioxide, methane, and nitrous oxide indirectly through the use of electricity provided by Southern California Edison (SCE); SCE provided annual energy usage for 2007. 2020 BAU electricity use was estimated based on anticipated growth in the residential and commercial/industrial areas.



SCE provides electricity from a variety of sources including natural gas, nuclear energy, and large hydroelectric systems. Each of these sources of electricity emits different levels of GHGs. The annual usage in megawatt hours per year (MWh/year) was multiplied by the emission factors appropriate to the inventory year for carbon dioxide, methane, and nitrous oxide to determine emissions from these sources.

Costs of electricity calculations were based on the annual kWh use and price per kWh for each rate class. Electricity rates fluctuate throughout the year, so average values were used.

### NATURAL GAS COMBUSTION

The City emits GHGs from the combustion of natural gas. The annual natural gas usage for the City in thousand cubic feet (Mcf) was converted to million British Thermal Units (MMBTUs) and multiplied by the respective emissions factors for carbon dioxide, methane, and nitrous oxide to determine the emissions from natural gas combustion, typically used for heating. Natural gas usage for 2007 was obtained from The Southern California Gas Company. Anticipated 2020 natural gas data was based on per unit usage in 2007 and the anticipated unit growth by 2020. The costs associated with natural gas use were calculated using California 2007 average rates obtained from the U.S. Energy Information Administration (EIA). The rates align with the use breakdowns of residential, industrial, and commercial use.

## Area Source

### LANDSCAPING

Emissions of carbon dioxide, methane, and nitrous oxide are generated by the use of landscape equipment through the combustion of gasoline. Carbon dioxide emissions were determined directly through URBEMIS2007 for the existing and 2020 inventories. URBEMIS2007 is a computer software package that is used for modeling projected emissions of air quality pollutants including carbon dioxide. From the carbon dioxide emissions, the approximate number of gallons of gasoline consumed through landscape equipment use was calculated. This number was then multiplied by emission factors presented in the General Reporting Protocol, version 3.1 to determine both methane and nitrous oxide emissions.

## WOOD BURNING

Direct carbon dioxide emissions are produced from the burning of wood in wood stoves, fireplaces, and natural gas fired stoves. The emissions from natural gas fired stoves are included in the Energy source category. Carbon dioxide, methane, and nitrous oxide emissions from wood stoves and fireplaces are calculated based on the percentage of residential units using each type of hearth and the estimated annual amount of wood burned. The emission coefficients used are taken from the USEPA's AP-42 document. Cost estimates were made for wood burning using the average cost of wood.

## Water

### POTABLE WATER

Electricity is needed to move and treat water. Moreno Valley residents and businesses currently use approximately 9 billion gallons of potable water. The water for Moreno Valley is provided by the Eastern Municipal Water District (EMWD) and Box Springs Mutual Water Company. A portion of EMWD's water comes from local sources while the remaining water is from the Colorado River and the State Project water originating in Northern California, which is delivered to Southern California via the California aqueduct. Box Springs' water comes primarily from local sources; however, the company does purchase a small amount of water from Western Municipal Water District (WMWD). WMWD water comes from similar sources as those described for EMWD. The emissions associated with the energy used to pump the local water are included in the Electricity section described above. There are additional emissions associated with this purchased water from the Colorado River and the State Water Project due to the electricity used to transport the water over a long distance. Costs associated with water were based on the average rates for residential, commercial, and industrial customers.



### WASTEWATER TREATMENT

EMWD is also the main provider of wastewater and sewer treatment for the City of Moreno Valley. Wastewater-related GHG emissions arise from the electricity used to pump and treat the water, the transportation fuel used to truck the biosolids to an off-site disposal area, and the direct methane emissions from the anaerobic digesters used in the treatment process. The electricity and transportation emissions are included in their respective categories. This category of emissions only represents the direct methane emissions.

## Waste Management

### SOLID WASTE

Emissions from solid waste are determined as the sum of emissions generated by transportation from its source to the landfill, the equipment used in its disposal at the landfill, fugitive emissions from decomposition in landfills, and the anthropogenic carbon sink generated by the incomplete decomposition of materials in the landfill.



Emissions from the transportation of solid waste is determined based on the annual lbs/year (pounds per year) of total waste disposed in landfills including biosolids waste from wastewater treatment plants, the density of the waste, the capacity of the hauling trucks, the average number of miles traveled by each truck; and the carbon dioxide, methane, and nitrous oxide emissions generated per mile traveled.

Landfill equipment emissions are only included in the inventory if the landfill is under the direct control of the City or County of interest. As the Badlands landfill used for the disposal of waste for Moreno Valley, is not under the City's direct control, emissions from onsite equipment are not included in this inventory.

Fugitive emissions of methane from the decomposition of solid waste are calculated based on the annual waste generation multiplied by the USEPA emission factor for waste production for methane. The emission factor to determine methane generation varies if the landfill operations are known to operate a methane flare or to generate electricity from methane capture. Carbon dioxide generated by decomposition of waste in landfills is not considered anthropogenic because it would be produced through the natural decomposition process regardless of its disposition in the landfill. Nitrous oxide is not a by-product of decomposition and therefore no fugitive emissions of nitrous oxide are anticipated from this source.



# Chapter 3 Greenhouse Gas Emissions Inventory

The following sections include Moreno Valley’s 2010 municipal operations and community-wide emissions inventories. The municipal operations inventory includes sources and quantities of GHG emissions from government owned or rented buildings, facilities, vehicles, and equipment. The community-wide emissions inventory identifies and categorizes the major sources and quantities of GHG emissions being produced by residents, businesses, and municipal operations taking place in the City of Moreno Valley using the best available data. By having the municipal emissions separated from the community as a whole, the local government can implement reduction strategies where it has direct control, closely monitor the changes in emissions over time, and set an example for the rest of the City.

## 3.1 2010 Municipal Emissions Inventory

### Data Inputs

Data for the municipal inventory was gathered from various City departments. Table 3-1, below, summarizes the data inputs and sources for each of the emission categories included in the inventory.

Category	Data Input	Data Source
Electricity (kWh)	9,937,015	SCE
	3,847,738	MVU
Natural Gas (therms)	90,651	SCG
Vehicle Fleet		
<i>Gasoline(gallons)</i>	77,325	Fleet Manager
<i>Diesel (gallons)</i>	28,544	Special Districts
Equipment		
<i>Gasoline(gallons)</i>	2,118	Parks Division
<i>Diesel (gallons)</i>	2,208	Special Districts
Employee Commute (responses)	141	Employee Survey

With the exception of the employee commute data, each data input was then multiplied by the associated emission factor to calculate the emissions inventory. The data from the employee commute survey was used to estimate total miles traveled, fuel used, and associated GHG emissions for all City employees’ commutes. Additionally, where possible, the emissions were categorized by City Department.

### Emissions Summary

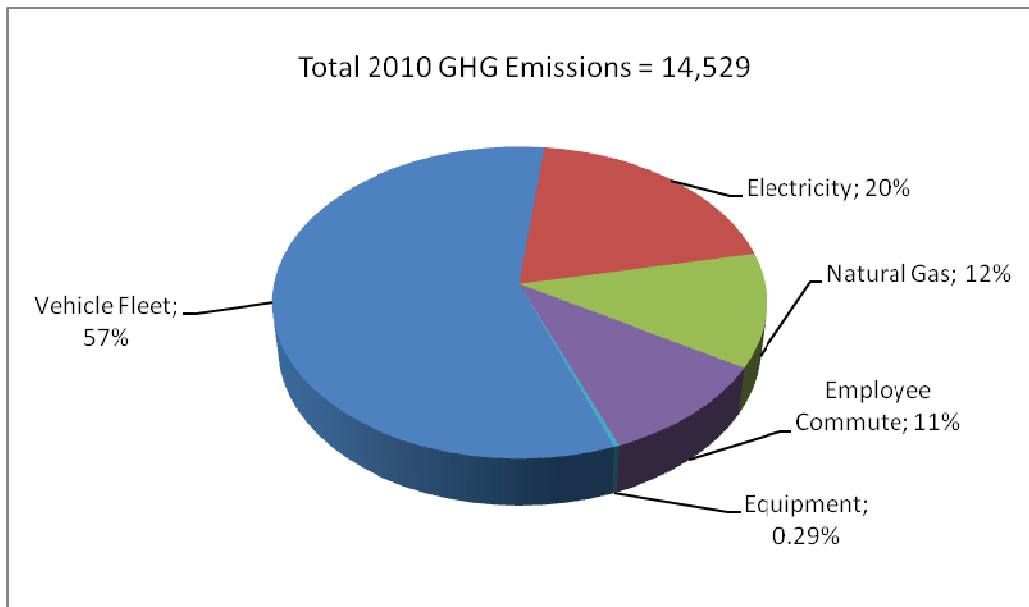
The City of Moreno Valley emitted 14,529 MT CO<sub>2</sub>e through its municipal operations in 2010. The emissions were calculated based on the vehicle and equipment fleet fuel use, energy accounts, waste management, and a survey of the City’s employee commutes. The largest portion of the City’s 2010 government emissions were from the City’s vehicle fleet (57 percent), followed by emissions from electricity (20 percent). Table 3-2 summarizes the City’s net 2010 emissions of CO<sub>2</sub>e as broken down by

### 3.1 2010 MUNICIPAL EMISSIONS INVENTORY

emissions category. Figure 3-1 is a graphical representation of Table 3-2. A detailed breakdown of 2010 emissions by category is available in Appendix \_\_\_.

Table 3-2 2010 Total Municipal Emissions	
Category	Metric tons of CO <sub>2</sub> e
Vehicle Fleet	7,988
Electricity	2,898
Natural Gas	1,712
Employee Commute	1,538
Equipment	41
<b>Total</b>	<b>14,529</b>

**Figure 3-1 2010 Municipal Emissions by Source (metric tons CO<sub>2</sub>e)**



### 2010 MUNICIPAL DEPARTMENT EMISSIONS AND COSTS

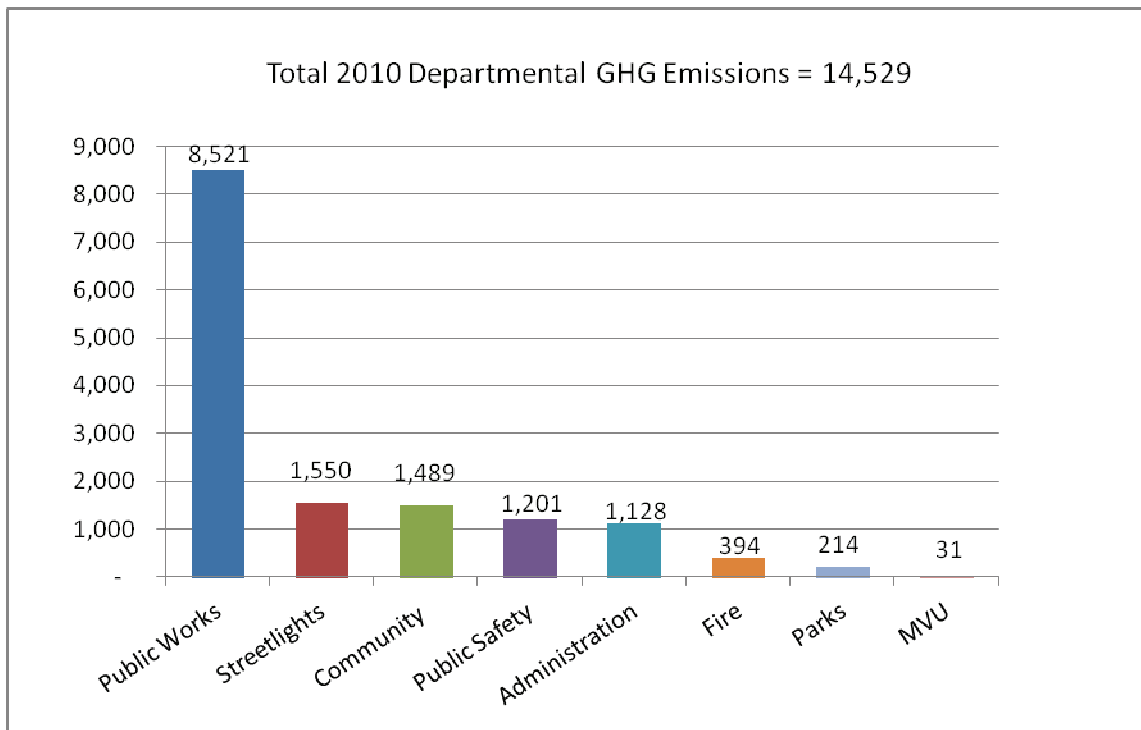
For the municipal inventory it is helpful to see which departments are generating the most emissions. This helps to pinpoint where emissions are coming from and where the focus should be placed for targeting emissions reductions. Table 3-3 and Figure 3-2, below, summarize the electricity, natural gas, and employee commute emissions by department. Vehicle fleet fuel use was not available for each individual department, so those emissions are not included in Table 3-3.



CHAPTER 3 GREENHOUSE GAS EMISSIONS INVENTORY

<b>Table 3-3 2010 Municipal Emissions and Costs by Department</b>		
<b>Category</b>	<b>Metric Tons of CO<sub>2</sub>e</b>	<b>Cost (\$)</b>
Public Works <sup>a</sup>	8,521	\$ 561,979
Public Lighting	1,550	\$ 1,753,647
Community/Special Districts	1,490	\$ 343,743
Public Safety	1,201	\$ 210,268
Administration	1,128	\$ 310,242
Fire	394	\$ 87,132
Parks	214	\$ 123,755
MVU <sup>b</sup>	31	\$ 27,236
<b>Total</b>	<b>14,529</b>	<b>\$ 3,418,004</b>
<p>Note: Emission sources include electricity, natural gas, and fuel use in vehicle fleet, equipment, and employee commute.</p> <p><sup>a</sup> Public Works category includes all vehicle fleet emissions with the exception of park-owned vehicles.</p> <p><sup>b</sup> MVU category only represents emissions from indirect electricity use by MVU facilities. See the community-wide inventory for all indirect emissions from MVU electricity used throughout the City of Moreno Valley.</p>		

**Figure 3-2 2010 Comparison of Municipal Emissions Generated by Department (MT CO<sub>2</sub>e)**



### 2010 MUNICIPAL COST ESTIMATES

The costs associated with the inventory represent the municipal energy and fuel use costs. These cost estimates give the City a perspective on where the City is spending the most money and help to prioritize reduction measures toward the sectors that have the potential to both reduce emissions and costs. Electricity was the largest source of emissions and cost in 2010, while the employees’ commutes followed in emissions and cost. Table 3-4, below, summarizes the cost estimates for 2010.

Category	Cost
Electricity	\$2,634,674
Vehicle Fleet	\$ 383,909
Employee Commute	\$ 303,339
Natural Gas	\$ 79,968
Equipment	\$ 16,113
<b>Total</b>	<b>\$ 3,418,004</b>

## 3.2 2010 Community-Wide Emissions Inventory

The community-wide inventory represents all emissions from sources located with the jurisdictional boundaries of the City of Moreno Valley. Therefore, the municipal emissions described in the previous section are a subset of the community-wide inventories presented here. In 2010, the City of Moreno Valley emitted a total of 920,657 MT CO<sub>2</sub>e from the community as a whole. The following sections describe the data inputs, emissions by source, and emissions by land use in 2010.

### Data Inputs

Data for the community-wide inventory was gathered from various City departments, SCE, SCG, and EMWD. Table 3-5, below, summarizes the data inputs and sources for each of the emission categories included in the inventory.

Category	Data Input	Data Source
Electricity (kWh)	633,215,207	SCE
	62,138,000	MVU
Natural Gas (therms)	26,266,326	SCG
Transportation		
<i>Annual Vehicle Miles Traveled</i>	1,077,909,543	City Traffic Engineer
<i>Annual Trips</i>	110,098,975	
Area Source (based on land use)		
<i>SFR (units)</i>	42,642	City Planning
<i>MFR (units)</i>	9,387	
<i>Commercial (ksf)</i>	8,325	
<i>Industrial (ksf)</i>	12,695	
Solid Waste (tons)	144,824	CIWMB
Water (AF)	26,183	EMWD
	87	Box Springs Mutual

Each data input was then multiplied by the associated emission factor to calculate the emissions associated with each source.

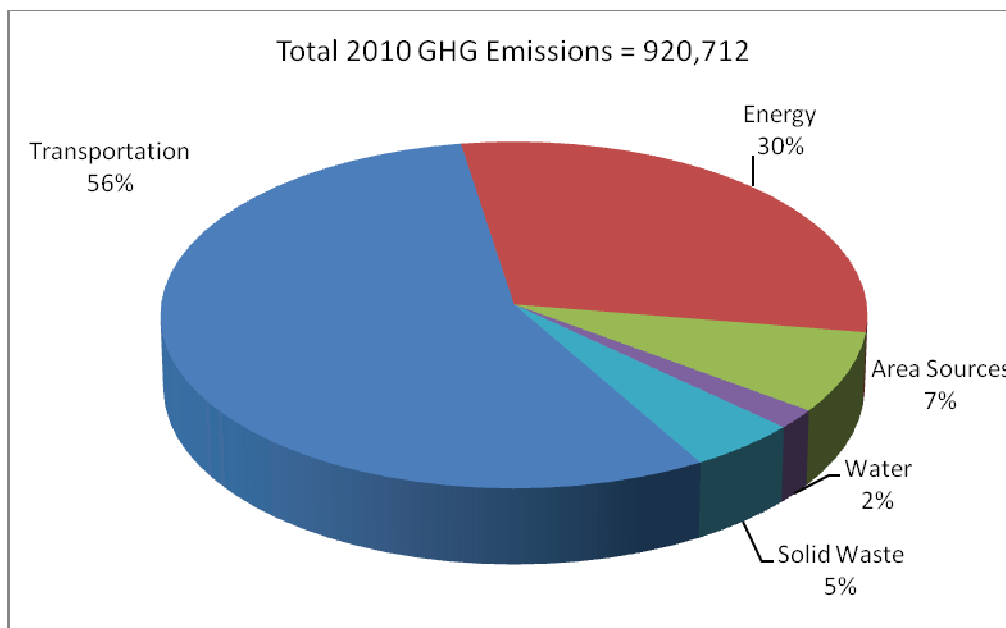
### Emissions by Source

Table 3-6 includes the total amount of community-wide GHG emissions for the City of Moreno Valley in 2010 by emission source category. The City of Moreno Valley as a whole emitted 920,657 MT CO<sub>2</sub>e in 2010. The largest portion of the City’s 2010 emissions were from transportation (56 percent), followed by emissions from electricity and natural gas use in buildings (30 percent). Figure 3-3 provides a comparison of GHG emissions by source category.

### 3.2 2010 COMMUNITY-WIDE EMISSIONS INVENTORY

Table 3-6 2010 Community-wide GHG Emissions by Source	
Category	Metric tons of CO <sub>2</sub> e
Transportation	513,581
Energy	277,230
Area Sources	69,437
Solid Waste	43,633
Water and Wastewater	16,831
<b>Total</b>	<b>920,712</b>

**Figure 3-3 2010 Emissions Generated by Source**



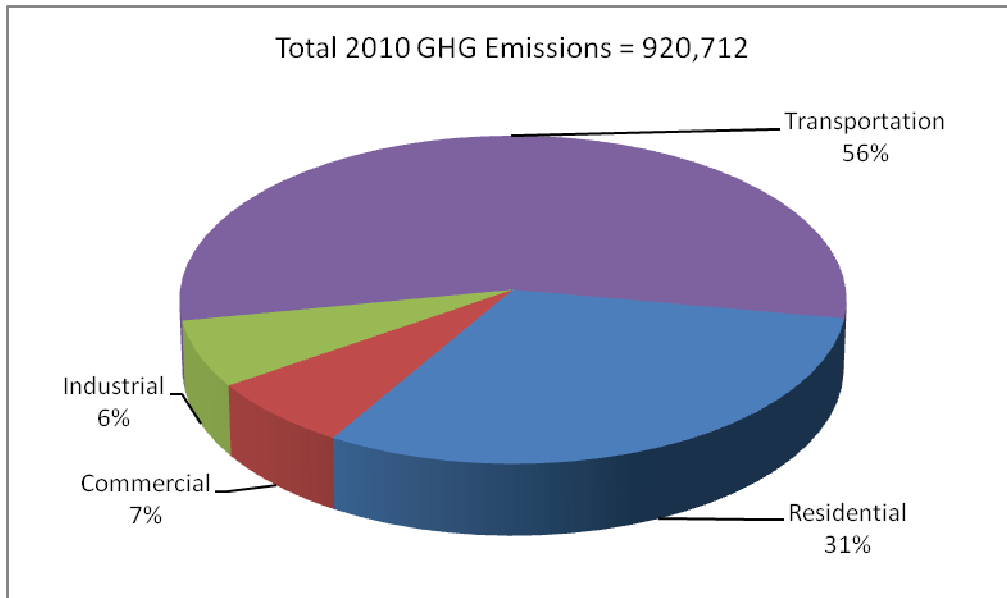
## Emissions by Land Use

Table 3-7 summarizes the total amount of community-wide GHG emissions for the City of Moreno Valley in 2010 by land use category. The City of Moreno Valley as a whole emitted 920,712 MT CO<sub>2</sub>e in 2010. The largest portion of the City's 2010 emissions were from transportation (56 percent), followed by emissions from residential land uses (31 percent). Due to the nature of mobile emissions, transportation emissions could not be allocated to the individual land use types. Figure 3-4 provides a comparison of GHG emissions by land use category.

CHAPTER 3 GREENHOUSE GAS EMISSIONS INVENTORY

Table 3-7 2010 Community-wide GHG Emissions by Land Use	
Category	Metric tons of CO <sub>2</sub> e
Transportation	513,581
Residential	283,451
Industrial	60,552
Commercial	63,129
<b>Total</b>	<b>920,712</b>
Note: Numbers may not add up to the total due to rounding.	

Figure 3-4 2010 GHG Emissions by Land Use



## 3.3 2020 Business-as-Usual Community-Wide Emissions Inventory

In 2020, Moreno Valley is projected to emit a total of 1,298,543 MT CO<sub>2</sub>e from a BAU standpoint. BAU refers to continued operations and development of the City according to existing approved General Plan policies, without the inclusion of recently-adopted sustainability initiatives or proposed policies included as part of the General Plan Update as described in Chapter 4. As with the 2010 community-wide inventory, these emissions represent all sources within the jurisdictional boundary of the City of Moreno Valley, including emissions due to the municipal operations of the City. The following sections describe the data inputs, emissions by source, and emissions by land use category for the year 2020.

### Data Inputs

Data for the 2020 community-wide inventory was estimated based on projected growth rates for the City and the traffic model's forecasts. Table 3-8, below, summarizes the growth rates and annual VMT data for 2020.

Category	Data Input	Data Source
Transportation		
<i>Annual VMT</i>	1,585,559,510	City Traffic Engineer
<i>Annual Trips</i>	157,447,088	
Growth Rates <sup>a</sup>		
<i>Population</i>	12.8%	City Planning
<i>Housing</i>	19.8%	
<i>Employment</i>	46.2%	
<sup>a</sup> Note: The growth rates represent the overall growth from 2010 to 2020.		

The VMT data from the City's 2035 traffic model was used to extrapolate between 2007 and 2035 in order to estimate 2020 VMT. The growth rates were used to estimate the emissions associated with electricity, natural gas, water, wastewater, area source, and solid waste.

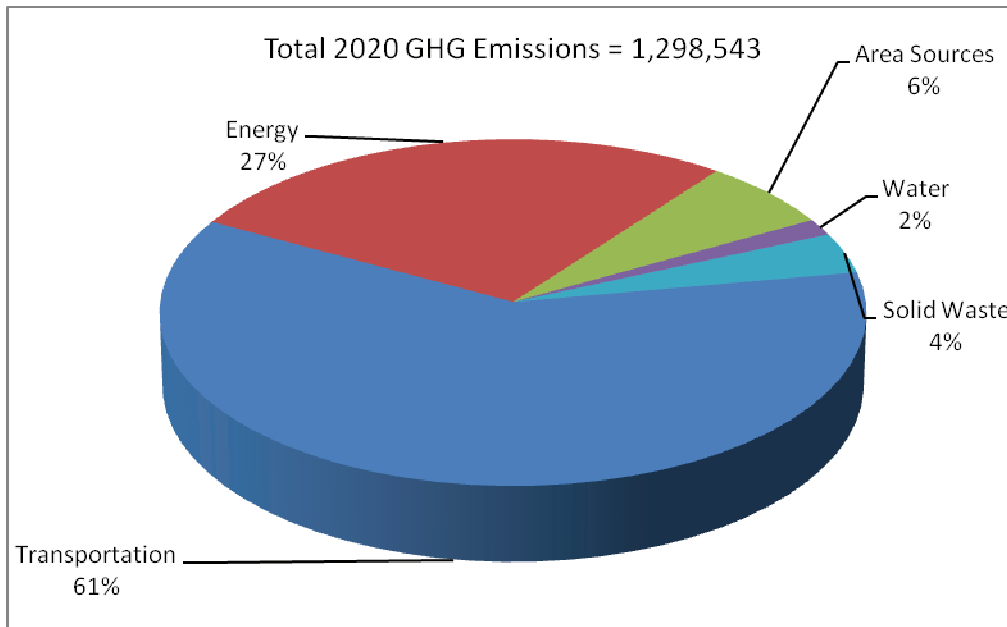
### Emissions by Source

The 2020 BAU emissions are estimated based on the projected growth in Moreno Valley from 2010 to 2020. These projections include a 12.8 percent increase in population, 19.8 percent increase in housing, and a 46.2 percent increase employment; these growth rates were applied to 2010 community-wide emissions in order to estimate 2020 BAU emissions. Table 3-9 summarizes the 2020 City emissions of CO<sub>2</sub>e as broken down by Emissions category. Figure 3-5 is a graphical representation of Table 3-9. A detailed breakdown of 2020 emissions by category is available in Appendix \_\_\_.

CHAPTER 3 GREENHOUSE GAS EMISSIONS INVENTORY

Table 3-9 2020 BAU GHG Emissions by Source	
Category	Metric tons of CO <sub>2</sub> e
Transportation	788,267
Energy	356,192
Area Sources	84,665
Solid Waste	49,203
Water and Wastewater	20,216
<b>Total</b>	<b>1,298,543</b>

Figure 3-5 2020 BAU Emissions Generated by Source (MT CO<sub>2</sub>e)

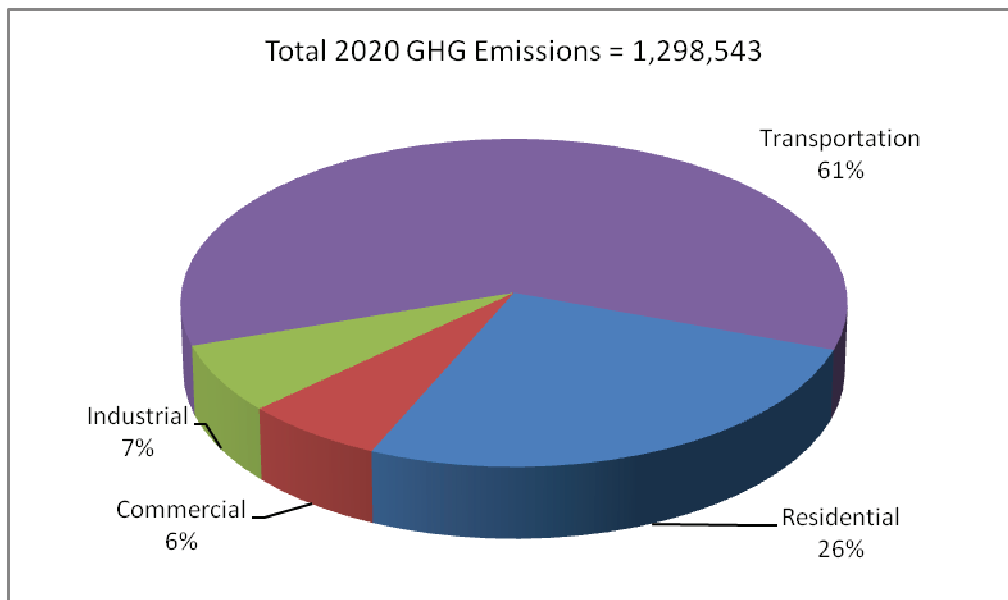


## Emissions by Land Use

Table 3-10 summarizes the total amount of community-wide GHG emissions for the City of Moreno Valley in 2020 by land use category. The City of Moreno Valley as a whole is projected to emit 1,298,543 MT CO<sub>2</sub>e in 2020. The largest portion of the City’s 2020 emissions are projected to be from transportation (61 percent), followed by emissions from residential land uses (26 percent). Due to the nature of mobile emissions, transportation emissions could not be allocated to the individual land use types. Figure 3-6 provides a comparison of GHG emissions by land use category.

Table 3-10 2020 BAU Community-wide GHG Emissions by Land Use	
Category	Metric tons of CO <sub>2</sub> e
Transportation	788,267
Residential	338,360
Commercial	84,178
Industrial	87,737
<b>Total</b>	<b>1,298,543</b>
Note: Numbers may not add up to the total due to rounding.	

Figure 3-6 2020 BAU GHG Emissions by Land Use



### 3.4 2020 Reduction Target

In order for California to meet the goals of AB 32, statewide GHG emissions will need to be reduced back to 1990 levels by 2020. To be consistent with the goals of AB 32, the City of Moreno Valley would also need to achieve the same GHG emission reduction target. In the AB 32 Scoping Plan, CARB equated a return to 1990 levels to a 15 percent reduction from “current” levels. CARB states, “... ARB recommended a GHG reduction goal for local governments of 15 percent below today’s levels by 2020 to ensure that their municipal and community-wide emissions match the state’s reduction target.” (CARB 2008) The reduction target calculated in the Scoping Plan was based on an inventory of the state’s 2004 GHG emissions (then considered to be “current” levels); these emissions represent a high-point in the economy before the economic recession. For Moreno Valley, the reduction target is based



## CHAPTER 3 GREENHOUSE GAS EMISSIONS INVENTORY

on the inventory of the City's 2007 GHG emissions. By using 2007, Moreno Valley is consistent with CARB in using an inventory target that is based on pre-recession conditions.

The reduction target is displayed in Table 3-11. Having one overall reduction target, as opposed to targets for each sector, allows Moreno Valley to have the flexibility to reduce emissions from the sector with the most cost-effective reduction strategies (i.e. the greatest reduction in emissions at the least cost).

<b>Table 3-11 2020 GHG Emissions Reduction Target</b>	
	<b>Metric Tons CO<sub>2</sub>e</b>
2007 Emissions	939,639
% Reduction	15%
<b>2020 Reduction Target</b>	<b>798,693</b>

The 2007 emissions inventory was used to set the GHG emissions reduction target for the year 2020. The 2010 inventory, discussed previously and summarized below, provides a baseline for Moreno Valley to measure future progress toward attaining the 2020 target.

### 3.5 Emissions Comparison by Year

This report analyzes GHG emissions from the most current year with data available (2010) and estimates the future emissions for the City in 2020. Additionally, this report includes an estimate of 2007 GHG emissions which is used to set the 2020 reduction target for the City. See Table 3-16 for a summary of all inventories.

The 1,298,543 MT CO<sub>2</sub>e of GHG emissions for 2020 is an estimated increase of 377,830 MT CO<sub>2</sub>e above 2010 levels following BAU projections. The growth from 2007 and 2010 to 2020 is a 38 percent increase and 41 percent increase, respectively. Table 3-12 shows a comparison of total emissions for 2007, 2010, and 2020 BAU emissions.

<b>Table 3-12 GHG Emissions by Source</b>			
<b>Source</b>	<b>Metric Tons CO<sub>2</sub>e</b>		
	<b>2007</b>	<b>2010</b>	<b>2020 BAU</b>
Transportation	517,098	513,581	788,267
Energy	287,261	277,230	356,120
Area Sources	69,390	69,437	84,665
Water and Wastewater	21,595	16,831	20,216
Solid Waste	44,294	43,633	49,203
<b>Total</b>	<b>939,639</b>	<b>920,712</b>	<b>1,298,543</b>

### 3.5 EMISSIONS COMPARISON BY YEAR

The impact of the economic recession is evident in the emission summaries. 2007 emissions represent the peak of the economy with a decline to the levels in 2010; this is consistent with trends in the overall economy.

The AB 32 Scoping Plan suggests local governments estimate a reduction target for 2020 that is 15 percent below 2007 emissions. Table 3-13 shows the 2020 reduction target for the City's community-wide emissions, the 2020 BAU emissions projected for the City, and the difference between the two. This difference represents the total emissions that the City will need to reduce in order to meet the target by 2020.

<b>Table 3-13 2020 GHG Emissions Reduction Target</b>	
	<b>Metric Tons CO<sub>2</sub>e</b>
2020 BAU Emissions	1,298,543
2020 Reduction Target	798,693
<b>Amount to Reduce from 2020 BAU</b>	<b>499,850</b>

With the reduction target set at 798,693 MT CO<sub>2</sub>e, the City will need to reduce emissions by 499,850 MT CO<sub>2</sub>e from the 2020 BAU emissions. This amounts to a 38 percent decrease from 2020 BAU emissions and a 13 percent decrease from the 2010 community-wide emissions. Chapter 4 describes the efforts currently underway in Moreno Valley and the reduction strategies that would be implemented to reduce emissions in the City in order to reach the 2020 reduction target.

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## Chapter 4

# GHG Emissions Reduction Programs and Regulations

## CHAPTER 4 GHG EMISSIONS REDUCTION PROGRAMS AND REGULATIONS



The State of California has set specific targets for reducing GHG emissions from the burning of fossil fuels in both power plants and vehicles by adopting various regulations. In addition, State energy efficiency and renewable requirements provide another level of reductions. In order to provide credit to Moreno Valley for regulatory actions already taken or planned by the State of California, this analysis first evaluates the GHG reductions that will occur within the City as a result of these actions. These will be identified as R1 reduction measures. The R1 measures are included here to show all of the anticipated reduction strategies

identified in the AB 32 Scoping Plan for implementation at the State Level that will ultimately result in a reduction of GHG emissions at the City level. The R1 measures are not administered or enforced by the City, but the City - by describing them herein- substantiates the reductions associated with these State Measures.

R2 and R3 reduction measures are measures that will be incorporated at the City level to provide additional reductions in GHG emissions. R2 measures are those measures that can be quantified to show the value of the reduction from the incorporation of those measures. A complete list of assumptions and reductions for each of the R1 and R2 measures is included in Appendix \_\_\_.

R3 measures are those measures that, although they provide a means through which reductions in emissions will occur, cannot be quantified at this time. The R3 measures are supportive measures or methods of implementation for the R2 measures. For example, R3-E2: Energy Efficiency Training and Public education, is a measure that provides education to inform people of the programs, technology, and potential funding available to them to be more energy efficient, and provides the incentives to participate in the voluntary programs shown in R2-E1 through R2-E7. R3-E2 is supportive of measures R2-E1 through R2-E7 because it will provide more publicity, reduce the perceived challenge of being energy efficient, and provide information on potential rebates and other funding programs which will make retrofits more accessible to everyone. Therefore, although by itself R3-E2 cannot be quantified, its implementation provides a level of assurance that the reduction goals specified in the R2 measures will be achieved.

Also included in the R3 measures are reduction measures that reduce Moreno Valley's government operation emissions. Government operations make up less than 2% of the City's total emissions, but the City can set an example for residents by implementing reduction measures at the municipal level.

Over the last few years Moreno Valley has implemented several programs that have already begun to reduce the City's GHG emissions and will continue to provide reductions through to 2020. Programs that were in place prior to 2010 are accounted for in the existing inventory while programs implemented since 2010 are included below as reduction measures used to reach the 2020 target.

## 4.1 EXISTING MORENO VALLEY PROGRAMS

The following discussion summarizes the existing Moreno Valley programs and the proposed reduction measures to be implemented by the City to further reduce GHG emissions. The reduction measures are organized herein by source category (transportation, energy, area source, water, and solid waste) then by R1, R2, and R3 measure. The convention to be used for numbering the mitigation measures will be to list the R designation (R1, R2, or R3) then an abbreviation of the source category, followed by the order number. So, R1-E1 is the first R1 measure within the energy category, R1-E2 is the second measure within the energy category, and so on. The source category abbreviations are as follows: T – transportation; E – energy; A – area source; W – water; and S - solid waste.

Each of the R2 measures include the GHG reduction potential, estimated cost, estimated savings, and additional community co-benefits. The co-benefits describe the additional community benefits from implementing the reduction measure beyond the GHG emissions reduced. The following icons are used to indicate the co-benefits for each measure:



Air Quality



Renewable Energy



Energy Use/Energy Efficiency



Transportation Mobility



Land Use/Community Design



Waste Reduction/Recycling



Livable Communities



Water Quality



Public Health



Water Use/Water Conservation

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## 4.1 Existing Moreno Valley Programs

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### Community Energy Partnership

The Community Energy Partnership (CEP) is a collaboration among seven Southern California cities, Southern California Edison, Southern California Gas Company, and The Energy Coalition. Moreno Valley is one of the member cities participating in CEP. By including in this report an inventory of municipal energy usage, establishing a long term vision and plan for energy efficiency in the City, and identifying policies and funding mechanisms to complete municipal facility energy efficiency projects, Moreno Valley has completed the groundwork for an Energy Action Plan and will soon qualify for Gold Level and an Energy Leader.

## Energy Star Portfolio Manager

The Energy Star Portfolio Manager is an online tool for monitoring energy use in buildings. Moreno Valley has setup their portfolio with all municipal buildings; SCE and SCG automatically update the energy use data electronically into the portfolio on a monthly basis. The Portfolio Manager assists the City in comparing energy use and assessing Energy Star qualifying status across facilities.

## EECBG Projects

The City has completed a number of energy saving renovations made possible by the allocation of Energy Efficiency and Conservation Block Grant (EECBG) funding. The EECBG Program was funded for the first time by the American Recovery and Reinvestment Act of 2009. It is intended to assist U.S. cities, counties, states, territories, and Indian tribes to develop, promote, implement, and manage energy efficiency and conservation projects and programs designed to:

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

Table 4-1 summarizes the projects the City has completed along with the annual kWh saved, the project cost, the incentive received, and the annual emissions reduced.

Table 4-1 Municipal EECBG Projects					
Project Name	kWh saved	Project Cost (\$)	Incentive (\$)	Emissions Reduced (MT CO <sub>2</sub> e)	
Fire Station 48 Lighting	3,155	\$ 3,668	\$ 747	0.61	
Fire Station 65 Lighting	5,368	\$ 3,961	\$ 758	1.03	
Fire Station 6 Lighting	8,095	\$ 10,227	\$ 2,225	1.55	
Senior Center Lighting	14,687	\$ 10,088	\$ 2,038	2.82	
Library Thermostat	26,460	\$ 1,219	\$ 785	5.08	
Library Lighting and HID	79,109	\$ 32,237	\$ 13,670	15.18	
City Hall A/C	179,079	\$ 711,000	\$ 32,017	34.36	
City Hall Lighting	318,988	\$23,817	\$25,354	61.21	
City Hall Window Film <sup>a</sup>	203,250	\$ 43,187	\$ 10,927	230.25	
<b>Total</b>	<b>838,191</b>	<b>\$ 815,587</b>	<b>\$ 88,521</b>	<b>352.09</b>	

<sup>a</sup> The window film installation also saved 1,726 therms of natural gas annually.

## GREEN MoVal

Getting Residents Energy Efficient Now (GREEN) MoVal is a City initiative that encourages residents to become more energy efficient in their homes. The City has a page on their website that connects members of the community to resources related to energy efficiency: <http://www.moreno-valley.ca.us/green-mv.shtml>

## MVU Solar Incentive Program

Moreno Valley Electric Utility offers a Solar Electric Incentive Program, a rebate that can cut the cost of a solar installation. MVU offers a rebate of \$2.80 for every watt of solar installed on the roof of a home or business. All incentives are based on limited available funds and verification of installation. The requirements are as follows:



- Incentives are available to MVU electric customers only.
- The qualifying system must be on the same premises as the customer.
- All solar system components must be new and approved by MVU. Panels and inverters must appear on the latest California Energy Commission certified photovoltaic modules list or certified inverters list.
- Panels must have a warranty for 25 years, and inverters and labor for 10 years. And electric meter must be in place to monitor the system's performance.

## Existing General Plan Policies

The City's General Plan lays the framework for continued growth and development in the City. The policies lay the framework for guiding development and land use changes in order to achieve certain goals and objectives. Moreno Valley has goals to create a city that is safe, healthy, and conserves natural resources while accommodating growth and development. While the general plan does not address the reduction of GHGs directly, it does have policies that indirectly reduce emissions. Table 4-2, below, summarizes these relevant policies by emissions category and General Plan element.



CHAPTER 4 GHG EMISSIONS REDUCTION PROGRAMS AND REGULATIONS

Table 4-2 General Plan Polices Related to Reducing GHG Emissions			
Source	Element	Objective	Policies
Energy	Community Development	Residential Opportunities	2.2.15
	Safety	Reduce Air Pollution	6.7.6
	Conservation	Energy Efficiency	7.5.1, 7.5.4, 7.5.5
Transportation	Community Development	Convenient Commercial	2.4.8
		Programs	2-6
	Parks, Recreation, and Open Space Element	Trails System	4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5
		Programs	4-3, 4-10, 4-12, 4-13
	Circulation	Safe Street System	5.1.1, 5.1.2
		Maximize Efficiency	5.4.2, 5.4.5, 5.4.6,
		Retain Rural	5.7.2
		Public Transportation System	5.8.1, 5.8.2, 5.8.3, 5.8.4, 5.8.5
		Pedestrian Facilities	5.9.1, 5.9.2, 5.9.3, 5.9.4
		Encourage Bicycling	5.10.1, 5.10.2, 5.10.3, 5.10.4,
		Eliminate Obstructions	5.11.1, 5.11.2
		School Safety	5.12.1
	Programs	5-10e, 5-10f, 5-11, 5-13, 5-14, 5-15, 5-16, 5-17	
Safety	Reduce Vehicle Trips	6.6.1, 6.6.2, 6.6.3, 6.7.2, 6.7.3	
Conservation	Energy Efficiency	7.5.2, 7.5.3	
Water	Conservation	Minimize Water Consumption	7.3.1, 7.3.2
Area Source	Community Development	High Quality Development	2.10.14
	Safety	Reduce Air Pollutants	6.7.1
Solid Waste	Conservation	Adequate Solid Waste System	7.8.1

## 4.2 Transportation

Transportation accounts for the largest source of emissions in Moreno Valley. Measures to reduce emissions associated with transportation include encouraging mixed use development, developing near transit corridors, offering incentives for alternative fuels, creating pedestrian and bicycle friendly communities, and replacing older vehicles with more fuel-efficient ones. The measures below describe opportunities for Moreno Valley to reduce the emissions from transportation.

## R1 Transportation Measures

The following list of R1 transportation related measures are those measures that California has identified in the AB 32 Scoping Plan that will result in emission reductions within the City.

### R1-T1: ASSEMBLY BILL 1493: PAVLEY I

Assembly Bill (AB) 1493 (Pavley) required the California Air Resources Board (CARB) to adopt regulations that will reduce GHG from automobiles and light-duty trucks by 30 percent below 2002 levels by the year 2016, effective with 2009 models. By 2020, this requirement will reduce emissions in California by approximately 16.4 MMTCO<sub>2</sub>e, representing 17.3 percent of emissions from passenger/light-duty vehicles in the State (CARB 2008). Implementation of Pavley I was delayed by the USEPA's denial of California's waiver request to set State standards that are more stringent than the federal standards, but in June 2009 the denial of the waiver was reversed and California was able to begin enforcing the Pavley requirements.

### R1-T2: ASSEMBLY BILL 1493: PAVLEY II

California committed to further strengthening the AB1493 standards beginning in 2017 to obtain a 45 percent GHG reduction from 2020 model year vehicles. This requirement will reduce emissions in California by approximately 4.0 MMTCO<sub>2</sub>e, representing 2.5 percent of emissions from passenger/light-duty vehicles in the State beyond the reductions from the Pavley I regulations described above (CARB 2008).

### R1-T3: EXECUTIVE ORDER S-1-07 (LOW CARBON FUEL STANDARD)

The Low Carbon Fuel Standard (LCFS) will require a reduction of at least ten (10) percent in the carbon intensity of California's transportation fuels by 2020. By 2020, this requirement will reduce emissions in California by approximately 15 MMTCO<sub>2</sub>e, representing 6.9 percent of emissions from passenger/light-duty vehicles in the State (CARB 2008). The emissions reduced by this strategy overlap with emissions as a result of the Pavley legislation; adding the emissions reductions would be an overestimate of the actual emissions reductions. This is accounted for in the emission reduction calculations following the methodology used by CARB to calculate emissions reductions in the AB 32 Scoping Plan.

### R1-T4: TIRE PRESSURE PROGRAM

The AB 32 early action measure involves actions to ensure that vehicle tire pressure is maintained to manufacturer specifications. The State's plan for implementing this measure is directed at automotive service providers. CARB is requiring automotive service providers to check and inflate each vehicle's tires to the recommended tire pressure rating at the time of performing any automotive maintenance or repair service, indicate on the vehicle service invoice that a tired inflation service was completed and the tire pressure measurements after the services were performed, and keep a copy of the service invoice for a minimum of three years, and make the vehicle service invoice available to the ARB, or its authorized representative upon request. By 2020, CARB estimates that this requirement will reduce emissions in California by approximately 0.55 MMTCO<sub>2</sub>e, representing 0.3 percent of emissions from passenger/light-duty vehicles in the State (CARB 2008).

### R1-T5: LOW ROLLING RESISTANCE TIRES

This AB 32 early action measure would increase vehicle efficiency by creating an energy efficiency standard for automobile tires to reduce rolling resistance. By 2020, this requirement will reduce emissions in California by approximately 0.3 MMTCO<sub>2e</sub>, representing 0.2 percent of emissions from passenger/light-duty vehicles in the State (CARB 2008).

### R1-T6: LOW FRICTION ENGINE OILS

This AB 32 early action measure would increase vehicle efficiency by mandating the use of engine oils that meet certain low friction specifications. By 2020, this requirement will reduce emissions in California by approximately 2.8 MMTCO<sub>2e</sub>, representing 1.7 percent of emissions from passenger light-duty vehicles in the State (CARB 2008).

### R1-T7: GOODS MOVEMENT EFFICIENCY MEASURES

This AB 32 early action measure targets system wide efficiency improvements in goods movement to achieve GHG reductions from reduced diesel combustion. By 2020, this requirement will reduce emissions in California by approximately 3.5 MMTCO<sub>2e</sub>, representing 1.6 Percent of emissions from all mobile sources (on-road and off-road) in the State (CARB 2008).

### R1-T8: HEAVY-DUTY VEHICLE GHG EMISSION REDUCTION (AERODYNAMIC EFFICIENCY)

This AB 32 early action measure would increase heavy-duty vehicle (long-haul trucks) efficiency by requiring installation of best available technology and/or CARB approved technology to reduce aerodynamic drag and rolling resistance. By 2020, this requirement will reduce emissions in California by approximately 0.93 MMTCO<sub>2e</sub>, representing 1.9 percent of emissions from heavy-duty vehicles in the State (CARB 2008).

### R1-T9: MEDIUM AND HEAVY-DUTY VEHICLE HYBRIDIZATION

The implementation approach for this AB 32 measure is to adopt a regulation and/or incentive program that reduce the GHG emissions of new trucks (parcel delivery trucks and vans, utility trucks, garbage trucks, transit buses, and other vocational work trucks) sold in California by replacing them with hybrids. By 2020, this requirement will reduce emissions in California by approximately 0.5 MMTCO<sub>2e</sub>, representing 0.2 percent of emissions from all on-road mobile sources in the State. This reduction is also equivalent to a 1.0 percent reduction of emissions from all heavy-duty trucks in the State (CARB 2008).

## R2 Transportation Measures

The following list of R2 measures are candidate measures the City can implement to achieve an AB 32 compliant reduction target.

### R2-T1: LAND USE BASED TRIPS AND VMT REDUCTION POLICIES

The demand for transportation is influenced by the density and geographic distribution of people and places. Whether neighborhoods have sidewalks or bike paths, whether homes are within walking distance of shops or transit stops will influence the type and amount of transportation that is utilized. By changing the focus of land use from automobile centered transportation, a reduction in vehicle miles traveled will occur.



**GHG Reduction Potential:**

20,423 MT CO<sub>2</sub>e

4% reduction in passenger vehicle VMT

**Community Co-Benefits:**



**City Costs:**

Undetermined costs due to extensive variables in how this is implemented ranging from very modest costs associated with providing incentives to employers to provide commute trip reductions to substantial bicycle and pedestrian infrastructure to facilitate vehicle trip reductions associated with bicycle and pedestrian alternatives.

**Private Savings:**

\$6,959,091 annually, based on fuel savings from fewer, shorter vehicle trips.

The forthcoming Sustainable Communities Strategy and Regional Transportation Plan for the SCAG region should include opportunities for Moreno Valley to identify areas for Transit Priority Projects (TPPs). TPPs are eligible for streamlined CEQA review. See Appendix \_\_ for detailed emissions reduction calculations for this strategy and all of the reduction strategies.

## R2-T2: TRANSIT IMPROVEMENTS

The City of Moreno Valley will continue to coordinate with Riverside Transit Agency (RTA) and SCAG in order to provide timely and cost effective transit services. In particular, the City will work to expand the bus system, incorporate rapid bus transit to desirable destinations, and provide adequate facilities and connections to pedestrian and bicycle systems.



**GHG Reduction Potential:**

120,087 MT CO<sub>2</sub>e  
 25% reduction in passenger vehicle VMT

**Community Co-Benefits:**



**City Costs:**

A more detailed cost analysis must be completed in order to assess the costs that the City will incur from these projects.

**City Savings:**

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**Private Costs:**

A more detailed cost analysis must be completed in order to assess the costs that the RTA and private developers will incur to implement these projects.

**Private Savings:**

\$40,919,458 annually, based on fuel savings from using public transit rather than personal vehicles

**Potential Funding Sources:**

In July 2010, RTA published its *Short Range Transit Plan*, which details the plans for improving the RTA system through Fiscal years 2011-2013. In this Plan, RTA identified the following strategies for service improvements in Moreno Valley:

- Establish a base transit network serving major activity centers including schools, shopping centers, medical centers, and the approved Metrolink station
- Connect Moreno Valley to UCR and Downtown Riverside as well as Perris with direct and frequent transit services
- Provide transit service to the existing and planned major development at March Air Reserve Base and adjacent Joint Powers Authority reuse areas.

SCAG is currently in the process of updating the RTP with the draft to be released in December 2011. The RTP will identify plans for the region to expand transit in Moreno Valley and surrounding areas.

### R2-T3: EMPLOYMENT-BASED TRIP REDUCTIONS

Transportation Demand Management (TDM) programs work to reduce automobile travel by encouraging ride-sharing, carpooling, and alternative modes of transportation.

The City of Moreno Valley would implement this strategy by including a TDM strategy as mitigation for New Development.



**GHG Reduction Potential:**  
7,401 MT CO2e  
2% reduction in passenger vehicle VMT



**City Costs:**  
Undetermined costs depending upon how this is implemented ranging from no costs, to very modest costs associated with providing incentives to employers to provide commute trip reductions.

**City Savings:**  
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**Private Costs:**  
Minimal administrative fees

**Private Savings:**  
\$2,521,975 annually, based on decreased fuel use

**Potential Funding Sources:**

New businesses can mitigate transportation related emissions by offering programs, facilities and incentives to their employees that would promote carpooling, transit use, and use of other alternative modes.

## R3 Transportation Measures

The following R3 measures enhance and/or ensure the reductions accounted for within the R2 measures through education programs or are measures that will reduce emissions but cannot be quantified. Also, reduction measures implemented at the municipal level are described.

### R3-T1: REGIONAL LAND USE AND TRANSPORTATION COORDINATION

Promoting the development and use of transit between Moreno Valley and other jurisdictions including the County and neighboring cities enhances the implementation of R2-T1 and R2-T2 described above.

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## 4.3 Energy

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Electricity and natural gas use in buildings represent the second largest source of emissions in the City of Moreno Valley. The state has begun to address this source of emissions by requiring new buildings to attain higher standards for energy efficiency and requiring utilities to use more renewable power sources. At the local level, Moreno Valley can encourage developers to go beyond the state requirements and offer incentives to bring older buildings up to current standards.

## R1 Energy Reduction Measures

The following list of R1 building energy efficiency related measures are those measures that California has identified in the AB 32 Scoping Plan that will result in emission reductions within the City.

### R1-E1: RENEWABLE PORTFOLIO STANDARD FOR BUILDING ENERGY USE

Senate Bills (SBs) 1075 (2002) and 107 (2006) created the State's Renewable Portfolio Standard (RPS), with an initial goal of 20 percent renewable energy production by 2010. Executive Order (EO) S-14-08 establishes a RPS target of 33 percent by the year 2020 and requires State agencies to take all appropriate actions to ensure the target is met. In April 2011, Governor Jerry Brown signed Senate Bill 2 (2011), which codified the Executive Order and requires the State to reach the 2020 goal (CARB 2008).

### R1-E2 AND R1-E3: AB 1109 ENERGY EFFICIENCY STANDARDS FOR LIGHTING (RESIDENTIAL AND COMMERCIAL INDOOR AND OUTDOOR LIGHTING)

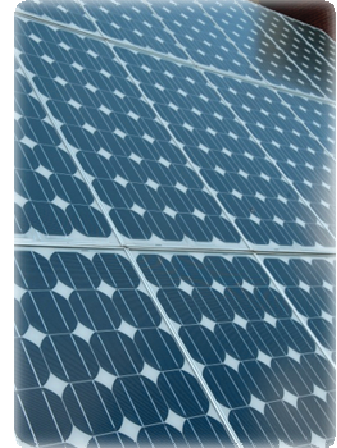
Assembly Bill (AB 1109) mandated that the California Energy Commission (CEC) on or before December 31, 2008, adopt energy efficiency standards for general purpose lighting. These regulations, combined with other State efforts, shall be structured to reduce State-wide electricity consumption in the following ways:



- R1-E2: At least 50 percent reduction from 2007 levels for indoor residential lighting by 2018; and
- R1-E3: At least 25 percent reduction from 2007 levels for indoor commercial and outdoor lighting by 2018 (CARB 2008).

### R1-E4: ELECTRICITY ENERGY EFFICIENCY (AB32)

This measure captures the emission reductions associated with electricity energy efficiency activities included in CARB's AB32 Scoping Plan that are not attributed to other R1 or R2 reductions, as described in this report. This measure includes energy efficiency measures that CARB views as crucial to meeting the State-wide 2020 target, and will result in additional emissions reductions beyond those already accounted for in California's Energy Efficiency Standards for Residential and Non-Residential Buildings (Title 24, Part 6 of the California Code of Regulations; hereinafter referred to as, "Title 24 Energy Efficiency Standards") of California's Green Building Standards Code (Title 24, Part 11 of the California Code of Regulations; hereinafter referred to as "CALGreen").



By 2020, this requirement will reduce emissions in California by approximately 21.3 MMTCO<sub>2e</sub>, representing 17.5 percent of emissions from all electricity in the State (CARB 2008). This measure includes the following strategies:

- "Zero Net Energy" buildings (buildings that combine energy efficiency and renewable generation so that they, based on an annual average, extract no energy from the grid);
- Broader standards for new types of appliances and for water efficiency;
- Improved compliance and enforcement of existing standards;
- Voluntary efficiency and green building targets beyond mandatory codes;
- Voluntary and mandatory whole-building retrofits for existing buildings;
- Innovative financing to overcome first-cost and split incentives for energy efficiency, on-site renewables, and high efficiency distributed generation;
- More aggressive utility programs to achieve long-term savings;
- Water system and water use efficiency and conservation measures;
- Additional industrial and agricultural efficiency initiatives; and
- Providing real time energy information technologies to help consumers conserve and optimize energy performance.

### R1-E5: NATURAL GAS ENERGY EFFICIENCY (AB32)

This measure captures the emission reductions associated with natural gas energy efficiency activities included in CARB's AB32 Scoping Plan that are not attributed to other R1 or R2 reductions, as described in this report. This measure includes energy efficiency measures that CARB views as crucial to meeting



## CHAPTER 4 GHG EMISSIONS REDUCTION PROGRAMS AND REGULATIONS

the State-wide 2020 target, and will result in additional emissions reductions beyond those already accounted for in the Title 24 Energy Efficiency Standards or CALGreen. By 2020, this requirement will reduce emissions in California by approximately 4.3 MMTCO<sub>2</sub>e, representing 6.2 percent of emissions from all natural gas combustion in the State (CARB 2008). This measure includes similar strategies to those listed above for R1-E4.

### R1-E6: INCREASED COMBINED HEAT AND POWER (AB32)

This measure captures the reduction in building electricity emissions associated with the increase of combined heat and power activities, as outlined in CARB's AB 32 Scoping Plan. The Scoping Plan suggests that increased combined heat and power systems, which capture "waste heat" produced during power generation for local use, will offset 30,000 GWh State-wide in 2020. Approaches to lowering market barriers include utility-provided incentive payments, a possible CHP portfolio standard, transmission and distribution support systems, or the use of feed-in tariffs. By 2020, this requirement will reduce emissions in California by approximately 6.7 MMTCO<sub>2</sub>e, representing 7.6 percent of emissions from all electricity in the State (CARB 2008).

### R1-E7: INDUSTRIAL EFFICIENCY MEASURES (AB32)

This measure captures the reduction in industrial building energy emissions associated with the energy efficiency measures for industrial sources included in CARB's AB 32 Scoping Plan. By 2020, this requirement will reduce emissions in California by approximately 1.0 MMTCO<sub>2</sub>e, representing 3.9 percent of emissions from all industrial natural gas combustion in the State (CARB 2008). CARB proposes the following possible State-wide measures:

- Oil and gas extraction regulations and programs to reduce fugitive CH<sub>4</sub> emissions;
- GHG leak reduction from oil and gas transmission;
- Refinery flare recovery process improvements; and
- Removal of methane exemption from existing refinery regulations.

## R2 Energy Reduction Measures

The following list of R2 measures are candidate measures related to building energy efficiency the City can implement to achieve an AB 32 compliant reduction target.

### R2-E1: NEW CONSTRUCTION RESIDENTIAL ENERGY EFFICIENCY REQUIREMENTS

This measure would facilitate the implementation of energy efficient design for all new residential buildings to be 10% beyond the current Title 24 Standards. This energy efficiency requirement is equal to that of the LEED for Homes and ENERGY STAR programs.

The 2008 Title 24 Energy Standards were adopted by the Energy Commission on April 23, 2008, with the 2008 Residential Compliance Manual adopted by the Commission on December 17, 2008. Compliance with the 2008 standards went into effect January 1, 2010. In an effort to meet the overall goal of the California Energy Efficiency Strategic Plan of reaching zero net energy for residential buildings by 2020, the stringency of the Title 24 Energy Standards as regulated and required by the State will continue to increase every three years. As energy efficiency standards increase Moreno Valley may want to periodically re-evaluate their percentage beyond Title 24 goal to ensure it is still a feasibly achievable goal. Although not limited to these actions, this reduction goal can be achieved through the incorporation of the following:

#### GHG Reduction Potential:

3,357 MT CO<sub>2</sub>e

10% beyond Title 24 in new residential

#### Community Co-Benefits:



#### City Costs:

Administrative costs associated with incorporating energy efficiency mitigation into the development review process

#### City Savings:

--

#### Private Costs:

\$15.9 million

The cost is based on an estimated \$1,500 per residential unit.

#### Private Savings:

\$778,000 annually in reduced energy costs, resulting in an estimated 20 year payback period on the initial cost.

#### Potential Funding Sources:

WRCOG and SCE

- Install energy efficient appliances, including air conditioning and heating units, dishwashers, water heaters, etc ;
- Install solar water heaters;
- Install top quality windows and insulation;
- Install energy efficient lighting;
- Optimize conditions for natural heating, cooling and lighting by building siting and orientation;
- Use features that incorporate natural ventilation;
- Install light-colored “cool” pavements, and strategically located shade trees along all bicycle and pedestrian routes; and
- Incorporate skylights; reflective surfaces, and natural shading in building design and layouts.

## R2-E2: NEW CONSTRUCTION RESIDENTIAL RENEWABLE ENERGY

**GHG Reduction Potential:**

1,252 MT CO<sub>2</sub>e

10% of energy in new residential from on-site renewable energy

**Community Co-Benefits:**



**City Costs:**

Administrative costs associated with incorporating alternative energy mitigation into the development review process

**City Savings:**

--

**Private Costs:**

\$20 million

Costs assume 10% of units install 2kW solar PV systems at \$7,796/kW. (Anders 2009)

**Private Savings:**

\$760,000 annually in reduced energy costs, resulting in an estimated 26 year payback period on the initial cost.

**Potential Funding Sources:**

WRCOG and SCE

This measure would facilitate the incorporation of renewable energy (such as photovoltaic panels or small wind turbines) into new residential developments. For participating developments, renewable energy application should be such that the new home’s projected energy use from the grid is reduced by 50%. The California Energy Commissions’ New Solar Homes Partnership is a component of the California Solar Initiative and provides rebates to developers of 6 or more units where 50% of the units include solar power. In addition this measure would encourage that all residents be equipped with “solar ready” features where feasible, to encourage future installation of solar energy systems. These features should include the proper solar orientation (south facing roof sloped at 20° to 55° from the horizontal), clear access on south sloped roofs, electrical conduit installed for solar electric system wiring, plumbing installed for solar hot water systems, and space provided for a solar hot water tank. The incentive program should provide enough funding and other incentives as shown in the R3 measures to result in approximately 20% of new residential development participation in this program, thereby resulting in a 10% reduction in electrical consumption from new residential developments.

As an alternative to, or in support of, providing onsite renewable energy, the project proponent can buy into a purchased energy offset program that will allow for the purchase of electricity generated from renewable energy resources offsite. Purchased energy offsets (or a combination of incorporated renewables and purchased offsets) must be equal to 50% of the total projected energy consumption for the development. See R3-E3 for further details on the financing program.

## R2-E3: RESIDENTIAL ENERGY EFFICIENCY RETROFITS

### GHG Reduction Potential:

33,418 MT CO<sub>2</sub>e

On average, all existing units become 20% more efficient

### Community Co-Benefits:



### Private Costs:

\$49 million

Assumes cost is equal to \$0.75/kWh and \$4.35/therm saved. (Anders 2009)

### Private Savings:

\$7.7 million annually in reduced energy costs, resulting in an estimated 6 year payback period on the initial cost.

### Potential Funding Sources:

WRCOG and SCE

This reduction measure would set a goal for the City to increase energy efficiency in existing homes. With the rebates and incentive programs currently available, this measure could allow for all residential units to become, on average, 20% more efficient. One key program ensuring the achievement of this reduction measures is Moreno Valley's partnership with the Western Riverside Council of Governments (WRCOG) surrounding their Energy Efficiency and Water Conservation Program (WRCOG 2009). The program would provide residences with low-interest loans that can be used to implement energy efficient improvements on their homes. This program has the potential to reduce energy consumption in retrofitted homes by a minimum of 15%. Although not limited to these actions, this reduction goal can be achieved through the incorporation of the following:

- Replace inefficient air conditioning and heating units with new energy efficient models;
- Replace older, inefficient appliances with new energy efficient models;
- Replace old windows and insulation with top-quality windows and insulation;
- Install solar water heaters;
- Replace inefficient and incandescent lighting with energy efficient lighting; and
- Weatherize the existing building to increase energy efficiency.

## R2-E4: RESIDENTIAL RENEWABLE ENERGY RETROFITS

### GHG Reduction Potential:

5,750 MT CO<sub>2</sub>e

10% of energy in residential from on-site renewable energy

### Community Co-Benefits:



### City Costs:

Undetermined costs depending upon how this is implemented ranging from modest administration costs to moderate costs of incentive programs.

### City Savings:

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### Private Costs:

\$81.1 million

Costs assume 10% of units install 2kW solar PV systems at \$7,796/kW. (Anders 2009)

### Private Savings:

\$3.5 million annually in reduced energy costs, resulting in an estimated 23 year payback period on the initial cost.

### Potential Funding Sources:

WRCOG, SCE, SEC, MVU Solar Incentive

This measure would set a goal for City residents to retrofit their homes with photovoltaic panels or small wind turbines such that 50% of the home's electrical usage is offset. With the current rebates and incentives available, a participation rate of 20% can be achieved. In particular, the California Energy Commission's Solar Initiative has incentives available to home owners. In addition, WRCOG's Energy Efficiency and Water Conservation Program helps finance solar photovoltaic systems for residents.

Residents may also be eligible for an MVU rebate of \$2.80 for every watt of solar installed on the roof of a home.

## R2-E5: NEW CONSTRUCTION COMMERCIAL ENERGY EFFICIENCY REQUIREMENTS

### GHG Reduction Potential:

3,357 MT CO<sub>2</sub>e

On average, all existing units become 10% more efficient

### Community Co-Benefits:



### City Costs:

Administrative costs associated with incorporating energy efficiency mitigation into the development review process

### City Savings:

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### Private Costs:

\$9.7 million

The cost is based on an estimated \$1.00 per square foot to achieve 10% beyond Title 24. (Anders 2009)

### Private Savings:

\$1.3 million annually in reduced energy costs, resulting in an estimated 8 year payback period on the initial cost.

### Potential Funding Sources:

WRCOG and SCE

This measure would facilitate the implementation of energy efficient design for all new commercial buildings to be 10% beyond the current Title 24 Standards. This energy efficiency requirement meets the minimum requirements of the LEED and ENERGY STAR programs. As energy efficiency standards increase the City may want to periodically re-evaluate their percentage beyond Title 24 goal to ensure it is still a feasibly achievable goal. Although not limited to these actions, this reduction goal can be achieved through the incorporation of the following:

- Install energy efficient appliances, including air conditioning and heating units, dishwashers, water heaters, etc.;
- Install solar water heaters;
- Install top quality windows and insulation;
- Install energy efficient lighting;
- Optimize conditions for natural heating, cooling and lighting by building siting and orientation;
- Use features that incorporate natural ventilation;
- Install light-colored “cool” pavements, and strategically located shade trees along all bicycle and pedestrian routes; and
- Incorporate skylights; reflective surfaces, and natural shading in building design and layouts.

## R2-E6: NEW CONSTRUCTION COMMERCIAL/INDUSTRIAL RENEWABLE ENERGY

**GHG Reduction Potential:**

2,030 MT CO<sub>2</sub>e

10% of energy in commercial is from on-site renewable energy

**Community Co-Benefits:**



**City Costs:**

Administrative costs associated with incorporating alternative energy mitigation into the development review process

**City Savings:**

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**Private Costs:**

\$31.7 million

This cost represents 5kW of solar photovoltaic per 10,000 square feet of new commercial development at an estimated \$6,526/kW. (Anders 2009)

**Private Savings:**

\$1.2 million annually in reduced energy costs, resulting in an estimated 26 year payback period on the initial cost.

**Potential Funding Sources:**

SCE, WRCOG

This measure would facilitate the incorporation of renewable (solar or other renewable) energy generation into the design and construction of new commercial, office, and industrial developments. Renewable energy generation would be incorporated such that a minimum of 10% of the project’s total energy needs are offset. In addition, this measure would encourage all facilities be equipped with “solar ready” features where feasible, to facilitate future installation of solar energy systems. These features should include the proper solar orientation, clear access on south sloped roofs, electrical conduit installed for solar electric system wiring, plumbing installed for solar hot water systems, and space provided for a solar hot water tank.

As an alternative to, or in support of, providing onsite renewable energy, the project proponent could buy into an offset program that will allow for the purchase of renewable energy resources offsite. Purchased energy offsets (or a combination of incorporated renewables and purchased offsets) must equal 20% of the total projected energy consumption for the development. See R3-E3 for further details on the financing program.

## R2-E7: COMMERCIAL/INDUSTRIAL ENERGY EFFICIENCY AND RENEWABLE ENERGY RETROFITS

This measure sets a goal for all commercial or industrial buildings undergoing major renovations to reduce their energy consumption by 25%. The State offers incentives and programs that contribute toward the implementation of this goal. Similar to the residential goals described above, WRCOG's Energy Efficiency and Water Conservation Program could help finance energy efficiency and renewable energy projects for commercial



buildings. Although not limited to these actions, this

reduction goal can be achieved through the incorporation of the following:

- Replace inefficient air conditioning and heating units with new energy efficient models;
- Replace older, inefficient appliances with new energy efficient models;
- Replace old windows and insulation with top-quality windows and insulation;
- Install solar water heaters;
- Replace inefficient and incandescent lighting with energy efficient lighting; and
- Weatherize the existing building to increase energy efficiency.

### GHG Reduction Potential:

18,261 MT CO<sub>2</sub>e

Assumes a 25% decrease in energy use through a combination of energy efficiency and renewable energy retrofits.

### Community Co-Benefits:



### City Costs:

Undetermined costs depending upon how this is implemented ranging from modest administration costs to moderate costs of incentive programs.

### City Savings:

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### Private Costs:

\$14.6 million

The cost is based on an estimated \$1.50 per square foot to achieve the reductions. (Anders 2009)

### Private Savings:

\$6.9 million annually in reduced energy costs, resulting in an estimated 2 year payback period on the initial cost.

### Potential Funding Sources:



## R3 Energy Reduction Measures

The following R3 measures enhance and/or ensure the reductions accounted for within the R2 measures through education programs or are measures that will reduce emissions but cannot be quantified.

### R3-E1: ENERGY EFFICIENT DEVELOPMENT, AND RENEWABLE ENERGY DEPLOYMENT FACILITATION AND STREAMLINING

This measure would encourage the City to identify key opportunities for the implementation of green building practices and the incorporation of renewable energy systems. This could include the updating of codes and zoning requirements and guidelines. This measure could be further enhanced by providing incentives for energy efficient projects such as priority in the reviewing, permitting, and inspection process. Additional incentives could include flexibility in building requirements such as height limits or set-backs in exchange for incorporating green building practices or renewable energy systems.

### R3-E2: ENERGY EFFICIENCY TRAINING & PUBLIC EDUCATION

This measure would strengthen Moreno Valley General Plan Policy Infrastructure & Utilities 7.6.8 which provides public education and publicity about energy efficiency measures and reduction programs available within the City through a variety of methods including newsletters, brochures, and the City's Website. This measure would enhance this existing program by including rebates and incentives available for residences and businesses as well as providing training in green building materials, techniques, and practices for all plan review and building inspection staff.

### R3-E3: ENERGY EFFICIENCY AND SOLAR ENERGY FINANCING

This measure would facilitate the incorporation of innovative, grant funded or low-interest financing programs for energy efficiency and renewable energy projects for both existing and new developments. This would include financing for heating, ventilation, air conditioning, lighting, water heating equipment, insulation, weatherization, and residential and commercial renewable energy. The City is a member of a partnership with WRCOG surrounding their Energy Efficiency and Water Conservation Program. The program would provide property with low-interest loans that would be repaid over time through annual property tax payments.

### R3-E4: CROSS-JURISDICTIONAL COORDINATION

Under this reduction measure the City would coordinate with other local governments, special districts, nonprofit, and other organizations in order to optimize energy efficiency and renewable resource development and usage. This would allow for economies of scale and shared resources to more effectively implement these environmental enhancements.

### R3-E5: ALTERNATIVE ENERGY DEVELOPMENT PLAN

The accomplishment of this measure would encourage the City and MVU to work with SCE to explore the possibilities for producing energy by renewable means within the built environment. This would be developed to identify appropriate alternative energy facilities (i.e., photovoltaic) for use within residential and commercial developments. The Alternative Energy Development Plan will encourage the

establishment of City policies and ordinances to address how alternative energy production would be conducted. This measure would identify the most optimal locations and the best means by which to avoid noise, aesthetics and other land use compatibility conflicts. Another provision of this Plan could be to identify possible sites for the production of renewable energy using local renewable sources such as solar, wind, small hydro, and/or biogas. This would encourage adopting measures to protect these resources and providing right-of-way easements, utility easements, or by setting aside land for future development of these potential production sites.

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## 4.4 Area Source

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The following list includes measures related to landscaping and wood burning emissions that will reduce emissions and help the City to achieve an AB 32 compliant reduction target.

### R1 Area Source Reduction Measure

#### R1-L1: SCAQMD HEALTHY HEARTHS PROGRAM

AQMD's Rule 445-Wood Burning Devices, adopted on March 7, 2008, applies to residents in the South Coast Air Basin and includes the following key components:

- No permanently installed indoor or outdoor wood burning devices in new developments;
- Establishes a mandatory wood burning curtailment program on high pollution days during November through February, beginning November 1, 2011. Based on current air quality conditions, there may be 10 to 25 mandatory curtailment days in specific areas (AQMD 2008).

## R2 Area Source Reduction Measure

### R2-L1: ELECTRIC LANDSCAPING EQUIPMENT

This measure reduces GHG emissions by substituting electric landscaping equipment for the traditional gas-powered equipment. Electric lawn equipment including lawn mowers, leaf blowers and vacuums, shredders, trimmers, and chain saws are available. When

**GHG Reduction Potential:**

4,207 MT CO<sub>2</sub>e

The change out from gas powered equipment to electric powered equipment reduces emissions by 38.5%. The reduction calculations assume all new developments use electricity rather than gas powered equipment.

**Community Co-Benefits:**



**City Costs:**

Undetermined costs due to variables ranging from no costs with no city involvement, modest costs associated engaging the public to participate in the program, to moderate costs of teaming with SCE in the incentive program.

**City Savings:**

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**Private Costs:**

There is no additional cost associated with installing external outlets and purchasing electric equipment rather than gas-powered.

**Private Savings:**

Savings vary depending on fuel used

**Potential Funding Sources:**

SCAQMD lawn-mower trade-in program

electric landscaping equipment in used in place of conventional equipment, direct GHG emissions from natural gas combustion are replaced with indirect GHG emissions associated with the electricity used to power the equipment.



## R3 Area Source Reduction Measures

The following R3 measures are related to landscape strategies that will help reduce GHG emissions and can be incorporated into development projects without additional cost. These measures strategically place trees and other landscape mechanisms that create shade to reduce the heat island effect within parking lots and adjacent to buildings, which in turn, reduces the temperature of buildings and cars during the summer.

### R3-L1: EXPAND CITY TREE PLANTING

This program evaluates the feasibility of expanding tree planting within the City. This includes the evaluation of potential carbon sequestration from different tree species, potential reductions of building energy use from shading, and GHG emissions associated with pumping water used for irrigation. Commercial and retail development should be encouraged to exceed shading requirements by a minimum of 10% and to plant low emission trees. In support of Environmental Resources Goal 10.10 from Moreno Valley's General Plan, all future development shall be encouraged to preserve native trees and vegetation to the furthest extent possible.

### R3-L2: HEAT ISLAND PLAN

The implementation of this measure would include promoting the use of cool roofs, cool pavements, and parking lot shading by increasing the number of strategically placed shade trees. Further, City wide Design Guidelines should be amended to include that all new developments and major renovations (additions of 25,000 square feet or more) would be encouraged to incorporate the following strategies such that heat gain would be reduced for 50% of the non-roof impervious site landscape (including parking, roads, sidewalks, courtyards, and driveways). The strategies include:

- Strategically placed shade trees;
- Paving materials with a Solar Reflective Index (SRI) of at least 29;
- Open grid pavement system; or
- Covered parking (with shade or cover having an SRI of at least 29).

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## 4.5 Water

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Although emissions associated with water represent a small portion of the total emissions for the City, Moreno Valley can still conserve water use in order to reduce the reliance on imported water from the state and encourage the use of recycled water.

## R1 Water Reduction Measure

The following R1 water related reduction measure has been identified in the AB 32 Scoping Plan and will result in emission reductions within the City.

### R1-W1: RENEWABLE PORTFOLIO STANDARD (33 PERCENT BY 2020) RELATED TO WATER SUPPLY AND CONVEYANCE

This measure would increase electricity production from eligible renewable power sources to 33 percent by 2020. A reduction in GHG emissions results from replacing natural gas-fired electricity production with zero GHG-emitting renewable sources of power. By 2020, this requirement will reduce emissions from electricity used for water supply and conveyance in California by approximately 21.3 MMTCO<sub>2</sub>e, representing 15.2 percent of emissions from electricity generation (in-State and imports) (CARB 2008).

### R1-W2: CAL GREEN BUILDING STANDARDS

The 2010 California Green Building Standards (CALGreen) went into effect January 1, 2011. The standards include a 20% mandated reduction in indoor water use for all residential and commercial buildings. For outdoor water use, CALGreen requires developers to install landscaping devices that can sense moisture content of soil and restrict landscaping-related water use when moisture content is high.

## R2 Water Reduction Measure

The following R2 measure is a candidate measure related to water that the City can implement to achieve an AB 32 compliant reduction target.

### R2-W1: WATER USE REDUCTION INITIATIVE

#### GHG Reduction Potential:

3,493 MT CO<sub>2</sub>e

The calculated emission reductions assume all new developments reduce water consumption by 20%.

#### Community Co-Benefits:



#### City Costs:

Administrative costs associated with water conservation included in the development review process.

#### City Savings:

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#### Private Costs:

Considered negligible if implemented with new development

#### Private Savings:

\$3.9 million annually in reduced water costs.

#### Potential Funding Sources:

EMWD rebates

This initiative would reduce emissions associated with electricity consumption for water treatment and conveyance. This measure encourages the City to adopt a per capita water use reduction goal in support of the Governors Executive Order S-14-08 which mandates the reduction of water use of 20 percent per capita. The City's adoption of a water use reduction goal would introduce requirements for new development and would provide cooperative support for water purveyors that are required to implement these reductions for existing developments. The City would also provide internal reduction measures such that City facilities will support this reduction requirement. The following represent potential programs that could be implemented to attain this reduction goal.

#### WATER CONSERVATION PROGRAM

Under this program the excessive watering of landscaping, excessive fountain operation, watering during peak daylight hours, water of non-permeable surfaces, excessive water use for noncommercial washing, and water use resulting in flooding or runoff would be prohibited. In addition the program would encourage efficient water use for construction activities, the installation of low-flow toilets and showerheads for all new developments, use of drought-tolerant plants with efficient landscape watering systems for all new developments, recycling of water used for cooling systems, use of pool covers, and the posting of water conservation signage at all

hotels.

#### WATER EFFICIENCY RETROFIT PROGRAM

This program would encourage upgrades in water efficiency for renovations or additions of residential, commercial, office, and industrial properties equivalent to that of new developments. The City would work with local water purveyors to achieve consistent standards, and to develop, approve, and review procedures for implementation.

#### INCREASED RECYCLED WATER USE

Coordinate with EMWD to promote the use of municipal wastewater and graywater for agricultural, industrial and irrigation purposes. This measure would be subject to approval of the State Health Department and compliance with Title 22 provisions. This measure would facilitate the following:

## CHAPTER 4 GHG EMISSIONS REDUCTION PROGRAMS AND REGULATIONS

- Inventory of non-potable water uses that could be substituted with recycled or graywater;
- Determination of the feasibility of producing and distributing recycled water for groundwater replenishment;
- Determine the associated energy/GHG tradeoffs for treatment/use vs. out of basin water supply usage;
- Cooperation and coordination with responsible agencies to encourage the use of recycled water where energy tradeoffs are favorable.

### R3 Water Reduction Measure

The following R3 measure enhances and/or ensures the reductions accounted for within the R2 measure identified above.

#### R3-W1: WATER EFFICIENCY TRAINING AND EDUCATION

Under this measure the City, in coordination with EMWD and local water purveyors would implement a public information and education program that promotes water conservation. The program could include certification programs for irrigation designers, installers, and managers, as well as classes to promote the use of drought tolerant, native species and xeriscaping. This measure supports measure R2-W1 discussed above.

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## 4.6 Solid Waste

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The following measures describe ways for the City of Moreno Valley to reduce the amount of waste sent to the landfill and thus reduce the associated GHG emissions.

### R1 Solid Waste Measure

The following R1 solid waste related measure is a measure that California has identified in the AB 32 Scoping Plan that will result in emission reductions within the City.

#### R1-S1: WASTE MEASURES

The CARB AB 32 Scoping Plan recommends three measures for reducing emissions from Municipal Solid Waste at the State level, including: 1) landfill methane control; 2) increase the efficiency of landfill methane capture; and 3) high recycling/zero waste. CARB approved a regulation implementing the discrete early action program for methane recovery (1), which became effective June 17, 2010. This measure is expected to result in a 1.0 MMTCO<sub>2</sub>e reduction by 2020 (CARB 2008). Other measures proposed by CARB include increasing efficiency of landfill methane capture (2) and instituting high recycling/zero waste policies (3). Potential reductions associated with these measures are still to be determined.

## R1-S2: CAL GREEN CONSTRUCTION WASTE REDUCTION

The 2010 CALGreen Standards also include a measure for the reduction of construction waste. This measure states that at least 50% of non-hazardous construction and demolition debris must be recycled or salvaged. This reduces the amount of waste sent to the landfill and thus reduces GHG emissions associated with the decomposition of solid waste.

## R2 Solid Waste Measures

The following R2 measure reduces emissions related to solid waste and helps Moreno Valley to achieve an AB 32 compliant reduction target.

### R2-S1: CITY DIVERSION PROGRAM

#### GHG Reduction Potential:

26,577 MT CO<sub>2</sub>e

The emissions reductions account for a 20% decrease in non-construction waste sent to landfills. Non-construction waste represents 87% of Moreno Valley's total waste.

#### Community Co-Benefits:



#### City Costs:

Administrative costs of including construction material recycling, interior and exterior recycling storage areas in new development, and recycling at public events.

#### City Savings:

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#### Private Costs:

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#### Private Savings:

Undetermined

#### Potential Funding Sources:

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The state has set the following targets for Moreno Valley's solid waste disposal: 4.4 pounds per day (PPD) per resident and 31.8 PPD per employee (equating to a diversion rate of 50%). As of 2009, the City is below the target for both categories: 3.3 PPD per resident and 26 PPD per employee. To further reduce the amount of waste disposed, and comply with AB 341, this measure would set a target for the City to increase the waste diverted to 75% by 2020 (this equates to 2.2 PPD per resident and 15.9 PPD per employee). The following is a potential list of waste reduction measures that will further strengthen existing waste reduction/diversion programs along with coordination with Waste Management of the Inland Empire and Riverside County Waste Management.

- Provide outreach and education programs for residential, commercial, and industrial land uses in order to further promote existing City diversion programs;
- Encourage businesses to adopt a voluntary procurement standard and prioritize those products that have less packaging, are reusable, or recyclable;
- Support State level policies that provide incentives for efficient and reduced packaging waste for commercial products;
- Provide waste audits;
- Make recycling mandatory at all public events;
- Support legislation which advocates for extended producer responsibility;
- Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard);



## CHAPTER 4 GHG EMISSIONS REDUCTION PROGRAMS AND REGULATIONS

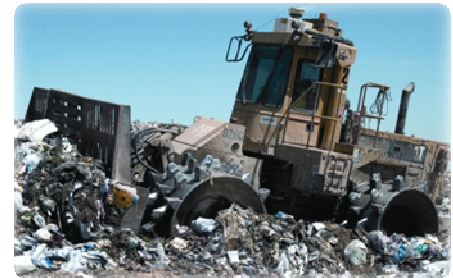
- Require interior and exterior storage areas for recyclables at all buildings associated with new construction;
- Provide adequate recycling containers in public areas, including parks, public golf courses, and City owned facilities; and
- Provide education and publicity about reducing waste and available recycling services.

### R3 Solid Waste Measures

The following R3 measures enhance and/or ensure the reductions accounted for within the R2 measure identified above.

#### R3-S1: ENCOURAGE INCREASED EFFICIENCY OF THE GAS TO ENERGY SYSTEM AT LANDFILLS.

El Sobrante Landfill and the Badlands Landfill, where Moreno Valley's waste is sent, currently have gas-to-energy systems that convert methane released from the decomposition of waste into energy. This measure would encourage Waste Management of the Inland Empire and Riverside County Waste Management Department to keep current with upgrades in efficiencies to waste to energy systems and to upgrade as feasible when significant increases in conversion efficiencies are available. Moreno Valley's waste is deposited in the El Sobrante Landfill and the Badlands Landfill, so the emissions from Moreno Valley's solid waste are dependent on the waste management and methane capture systems in place at El Sobrante and Badlands. Any reductions in emissions from the landfill will, in turn, reduce Moreno Valley's emissions from solid waste generation.



#### R3-S2: WASTE EDUCATION PROGRAM

This measure would provide public education and increased publicity about commercial and residential recycling. This measure would educate the public about waste reduction options available at both residential and commercial levels, including composting, grass recycling, and waste prevention, and available recycling services.

## Chapter 5 Total Estimated Reductions

## CHAPTER 5 TOTAL ESTIMATED REDUCTIONS

In 2020, the City of Moreno Valley is projected to emit a total of 1,298,543 MT CO<sub>2</sub>e without the incorporation of reduction measures. With implementation of the reduction measures discussed in Chapter 4, the City emissions for 2020 would be reduced to 798,137 MT CO<sub>2</sub>e. The statewide reduction measures (the R1 Measures in Chapter 4) would reduce the bulk of Moreno Valley’s emissions and make a substantial contribution toward reaching the 2020 reduction target. However, the City would need to supplement the state measures with the implementation of the local reduction measures (R2 measures) discussed in Chapter 4.

### 5.1 Reductions from R1 and R2 Measures

The R1 measures described in Chapter 4 will be implemented at the State level with reductions occurring at the local level in Moreno Valley. The R2 measures go beyond the State measures to reduce GHG emissions in order to meet the 2020 reduction target. Table 5-1 summarizes the MT CO<sub>2</sub>e and the corresponding percentage of emissions reduced for each of the R1 and R2 measures.

<b>Table 5-1 Measures and Associated Emissions Reduced from 2020 Inventory</b>		
<b>Transportation</b>	<b>MT CO<sub>2</sub>e Reduced</b>	<b>% of Transportation Emissions</b>
R1-T1 & R1-T2: Pavley I and II	150,196	19.1
R1-T3: Low Carbon Fuel Standard	45,941	5.8
R1-T4: Tire Pressure	1,591	0.2
R1-T5: Low Rolling Resistance Tires	1,058	0.1
R1-T6: Low Friction Oils	8,973	1.1
R1-T7: Goods Movement Efficiency	9,288	1.2
R1-T8: Aerodynamic Efficiency	1,152	0.2
R1-T9: Medium/Heavy Duty Hybridization	595	0.1
R2-T1: Land Use and VMT Reduction Policies	20,423	2.6
R2-T2: Transit Improvements	120,087	15.2
R2-T3: Employment Based Trips	7,401	0.9
<b>Transportation Total</b>	<b>366,706</b>	<b>46.5</b>
<b>Energy</b>	<b>MT CO<sub>2</sub>e Reduced</b>	<b>% of Energy Emissions</b>
R1-E1: Renewable Portfolio Standard 33%	3,194	0.9
R1-E2: Indoor Residential Lighting	5,900	1.7
R1-E3: Indoor Commercial/Outdoor Lighting	4,380	1.2
R1-E4: Electrical Energy Efficiency	3,060	0.9
R1-E5: Natural Gas Energy Efficiency	1,382	0.4
R1-E6: Combined Heat/Power	12,678	3.6
R1-E7: Industrial Efficiency	791	0.2
R2-E1: New Residential Energy Efficiency	3,357	0.9
R2-E2: New Residential Renewable Energy	1,252	0.4
R2-E3: Residential Energy Efficiency Retrofits	33,418	9.4
R2-E4: Residential Renewable Energy Retrofits	5,750	1.6
R2-E5: New Commercial Energy Efficiency	3,357	0.9
R2-E6: New Commercial Renewable Energy	2,030	0.6
R2-E7: Commercial Energy Retrofits	18,261	5.1
<b>Energy Total</b>	<b>80,549</b>	<b>22.6</b>

5.2 REDUCED 2020 COMMUNITY-WIDE EMISSIONS INVENTORY

Table 5-1 Measures and Associated Emissions Reduced from 2020 Inventory		
Area Source	MT CO <sub>2</sub> e Reduced	% of Area Source Emissions
R1-L1: SCAQMD Healthy Hearths Programs	6,244	7.6
R2-A1: Electric Landscaping Equipment	4,207	5.1
<b>Area Source Total</b>	<b>10,451</b>	<b>12.7</b>
Water	MT CO <sub>2</sub> e Reduced	% of Water Emissions
R1-W1: RPS related to Water Supply	2,535	12.7
R1-W2 & R2-W1: Water Conservation Strategies	3,493	17.5
<b>Water Total</b>	<b>6,028</b>	<b>30.1</b>
Solid Waste	MT CO <sub>2</sub> e Reduced	% of Solid Waste Emissions
R1-S2: CalGreen Construction Waste	10,618	6.5
R2-S1: Waste Disposal Program	26,577	16.3
<b>Solid Waste Total</b>	<b>37,196</b>	<b>22.8</b>

With the statewide reduction measures and the implementation of the R2 measures, Moreno Valley would reduce its community-wide emissions to a level below the established 2020 reduction target. Table 5-2 summarizes the 2020 inventory emissions, the GHG reductions associated with the reduction measures, and the reduced 2020 emissions.

Table 5-2 Reduction Summary for 2020 Inventory				
	2020 MT CO <sub>2</sub> e	Reductions MT CO <sub>2</sub> e	Reduced 2020 MT CO <sub>2</sub> e	% Reduction
Transportation	788,267	366,706	421,561	46.5
Energy	356,193	104,820	251,372	29.4
Area Sources	84,665	11,619	73,046	13.7
Water/Wastewater	20,216	6,057	14,158	30.0
Solid Waste	49,203	11,203	38,000	22.8
<b>TOTAL</b>	<b>1,298,543</b>	<b>500,406</b>	<b>798,137</b>	<b>38.5</b>

The implementation of the R1 and R2 reduction measures would reduce Moreno Valley’s emissions by 38.5 percent to 798,137 MT CO<sub>2</sub>e.

## 5.2 Reduced 2020 Community-Wide Emissions Inventory

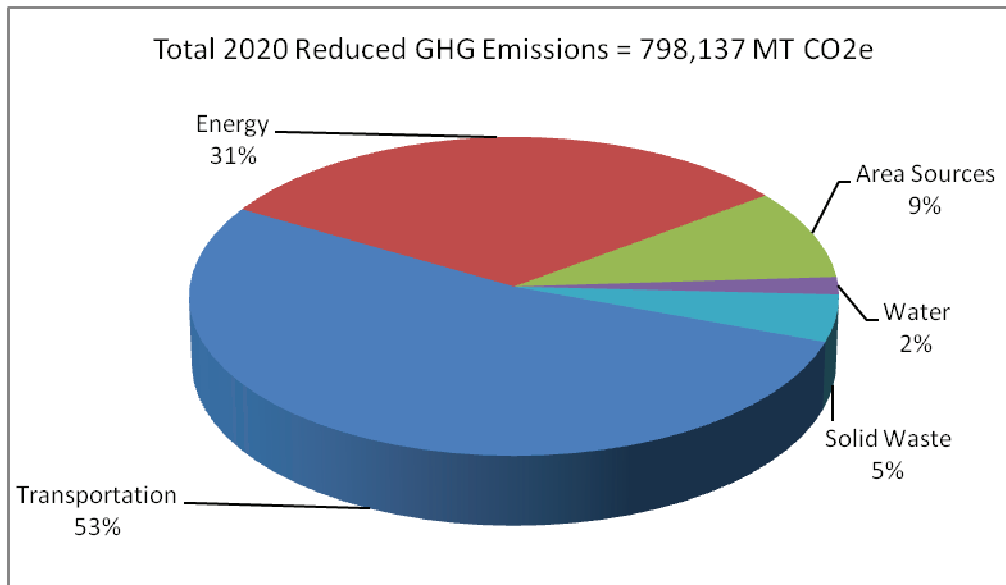
With the implementation of GHG reduction measures, Moreno Valley is projected to reduce its emissions to a total of 798,137 MT CO<sub>2</sub>e, which is 556 MT CO<sub>2</sub>e below the 2020 reduction target. This is a decrease of 38.5 percent from the City’s 2020 BAU emissions inventory and 13 percent from the 2010 emissions. The reduction measures reduce GHG emissions from all sources of community-wide GHG emissions including transportation, energy, area sources, water, and solid waste. The following sections describe the emissions by source and land use category for the year 2020.

## Emissions by Source

The emissions by source for the reduced 2020 inventory were calculated by applying a percent reduction to the 2020 emissions for each reduction measure. Table 5-3 summarizes the reduced 2020 City emissions of CO<sub>2</sub>e as broken down by emissions category. Figure 5-1 is a graphical representation of Table 5-3. A detailed breakdown of reduced 2020 emissions by category is available in Appendix \_\_\_.

Table 5-3 Reduced 2020 GHG Emissions by Source	
Category	Metric tons of CO <sub>2</sub> e
Transportation	421,561
Energy	251,372
Area Sources	73,046
Solid Waste	38,000
Water and Wastewater	14,158
<b>Total</b>	<b>798,137</b>

**Figure 5-1 Reduced 2020 GHG Emissions Generated by Source**



### 5.3 Emissions Summary

With the implementation of the reduction measures outlined in Chapter 4, the City of Moreno Valley would reduce its emissions to a level below the 2020 reduction target calculated in Chapter 3. This represents a 38.5 percent decrease from the BAU 2020 inventory and is consistent with the State’s GHG

5.3 EMISSIONS SUMMARY

reduction goals. Table 5-4 summarizes the existing 2010 emissions, the 2020 emissions inventory, and the reduced 2020 emissions.

<b>Table 5-4 2020 GHG Emissions Comparison</b>				
<b>Source Category</b>	<b>Metric tons of CO<sub>2</sub>e</b>			
	<b>2010</b>	<b>BAU 2020</b>	<b>Reduced 2020</b>	<b>% Reduced</b>
Transportation	513,581	788,267	421,561	46.5
Energy	277,230	356,192	251,372	29.4
Area Sources	69,437	84,665	73,046	13.7
Water and Wastewater	16,831	20,216	14,158	30.0
Solid Waste	43,633	49,203	38,000	22.8
<b>Total</b>	<b>920,712</b>	<b>1,298,543</b>	<b>798,137</b>	<b>38.5</b>
<b>Emission Reduction Target</b>		<b>798,693</b>	<b>798,639</b>	
<b>Below Reduction Target?</b>		<b>No</b>	<b>Yes</b>	
Note: Mass emissions of CO <sub>2</sub> e shown in the table are rounded to the nearest whole number. Totals shown may not add up due to rounding.				



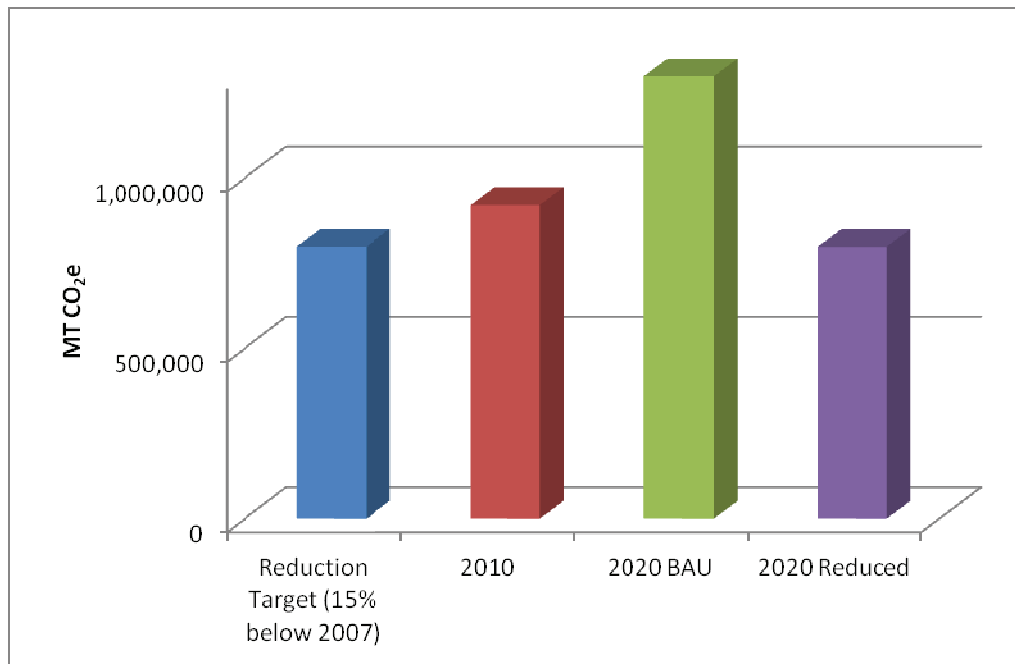
# Chapter 6 Conclusion



## 6.1 Conclusions

This report serves as a guide to help the City implement the objectives of conserving resources and reducing GHG emissions. This document also serves as a technical resource future updates of the City’s General Plan and other land use related documents that may require evaluation and documentation of GHG emissions. Figure 6-1 shows a comparison between the emission inventories discussed throughout this report.

**Figure 6-1 Moreno Valley GHG Emissions by Year**



This document sets a target to reduce community-wide GHG emission emissions by 15% from 2007 levels by 2020, consistent with the State reduction goals in AB 32. The CARB Scoping Plan outlines the reduction strategies designed to meet the statewide reduction goal of AB 32. The City has a reduction strategy as described in Chapter 4 that would meet the State reduction goal. Reduction measures provided herein would ensure that Moreno Valley meets the AB 32 reduction target of reducing to 15% below 2007 levels (reduce down to 798,693 MT CO<sub>2</sub>e) by 2020. In many cases, implementation of the reduction measures will require the cooperation of other agencies, private businesses, and residents. Even with the anticipated growth, the modernization of vehicle fleets, combined with the continued implementation of the proposed measures, will reduce GHG emissions by approximately 500,406 MT CO<sub>2</sub>e from 2020 levels. Therefore, the implementation of the State (R1) measures combined with the City’s R2 and R3 measures will reduce GHG emissions down to 798,137 MT CO<sub>2</sub>e by year 2020, which is 556 MT CO<sub>2</sub>e below the reduction target.

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## 6.2 Additional Reduction Opportunities

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The quantitative analysis of reductions demonstrates that the City can achieve the reduction target by implementing the reduction strategies. The quantitative analysis of future emissions in Moreno Valley also demonstrates that the target is achieved with only 556 MT CO<sub>2</sub>e to spare. However, there are many additional opportunities to reduce emissions that cannot be calculated in a quantitative manner at this time.

One class of additional reduction opportunities includes many of the R3 measures which are anticipated to reduce emissions but cannot be calculated due to indeterminate variables. These include cross-jurisdictional coordination on transportation and energy programs that can reap huge additional reduction opportunities beyond what Moreno Valley can do on their own, an Alternative Energy Development Plan coordinated with SCE, City tree planting program that provides additional sequestration and shade, and a Heat Island Plan. Addressing the heat island affect will reduce the energy needed to cool buildings and automobiles, which would result in a reduction in GHG emissions. However, the current state of emission modeling cannot calculate the emissions reductions associated with addressing the heat island effect.

Another class of additional reduction opportunities includes the implementation of the Regional Sustainable Communities Strategy (SCS) within Moreno Valley. The Southern California Association of Governments (SCAG) has released the draft SCS, but has not finalized it or provided the quantitative values to estimate the GHG reductions within Moreno Valley attributable to implementation of the SCS. Once more quantitative data is available, additional reductions due to the SCS within Moreno Valley can be calculated and provided.

The last class of additional reduction opportunities includes the City's ability to implement the R2 measures in a manner that reduces emissions beyond what was calculated in Section 4. As an example, a very modest participation in voluntary energy efficiency retrofits of existing buildings was expected in the calculations that are shown. Increasing participation in these programs will result in additional reductions.

The City should monitor progress of achieving the reduction goal as the R2 measures are implemented and take advantage of these additional reduction opportunities to insure that the target is achieved.



# Chapter 7 Implementation

## CHAPTER 7 IMPLEMENTATION

This GHG Analysis sets a framework for Moreno Valley to reduce its GHG emissions. Through this analysis, the City has set a baseline for emissions, a target for emissions reductions, and a strategy to attain the reductions to a series of reduction measures. The implementation of these measures will depend on development review; coordination with other agencies, businesses, and residents; and availability of funding through rebates and incentives.

Many of the proposed reduction measures will be implemented through the development review process. New construction offers the opportunity to build with energy efficiency and renewable energy integrated from the start. Additionally, making land use decisions based on transit accessibility and proximity to a variety of uses will help to reduce the dependency on vehicles as the main mode of transportation. Reductions from existing development will also be critical in order to reduce emissions in Moreno Valley. These improvements to existing buildings can offer direct energy cost savings and there are a variety of rebates and incentives available at the state and local level to make the upfront costs more affordable.

On a municipal level, the City of Moreno Valley has already begun to implement energy efficiency upgrades with funding from the EECBG grant money. By implementing all of the remaining planned projects, the City can set an example for the rest of the community and demonstrate how these retrofits are saving the City money and reducing GHG emissions. The City has also been monitoring its energy use through the Energy Star Portfolio Manager program. This has allowed the City to assess energy use in its facilities and monitor changes in energy use based on the retrofits described above. In the future, Moreno Valley can also work to identify additional funding for future projects and continue to administrate the Energy Star Portfolio Manager.

This report is the first step in getting Moreno Valley on track with reducing its GHG emissions. Moving forward, the City will need to monitor and evaluate the implementation of the plan, reassess the reduction measures, and continually update the plan in order to address emissions beyond 2020.

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**MORENO VALLEY**  
WHERE DREAMS SOAR

# Department Update: City Manager's Office

**City Council Meeting, August 28, 2012**

-1489-

**Item No. G.5.1**



## **Administration**

- City Manager, Assistant City Manager, Assistant to the City Manager, Executive Assistant II**



## **Media & Communications**







- 3 Cable TV Producers in MVTV-3, Sr. Graphics Designer, Customer Service Assistant**

## **Prioritized Goals: Council Workshop**

-  **Job Development/Maximizing Vacant Land Opportunities**
-  **Focus on Medical Corridor and Health Services/Educational opportunities**
-  **Maximize Transportation and Infrastructure Opportunities**
-  **Economic and Tax Base Development**
-  **Enhance City Image**



# City Manager's Office

-  **Jobs/Education Initiative**
-  **5 Town Hall Meetings**
-  **Op-Ed pieces in P-E, Black Voice News**
-  **“In God We Trust”**
-  **Media & Communications Strategy**
-  **Mayor's State of the City**



## Groundbreaking Ceremonies

- Morrison Park Fire Station
- Heacock Bridge
- Nason/Cactus Street Improvement



## Ribbon Cutting Ceremonies

- Nason/60 Phase I Interchange Improvements
- Auto Mall Improvement
- Nason/60 Ramps "Milestone Celebration"





# City Manager's Office



**MVTV-3 tops in CA & Arizona**



**Veteran's Day & Memorial Day**



**138 press releases**



**Graphics support for 200 publications**



**Live MVTV-3 broadcasts**



**3-Year Budget**



**3-Year Economic Development Action Plan**



**Resolve Edgemont Water Issue**



**Address St. Light Subsidy**



**Legislative Program**



**Maintain Services/Address Fiscal Challenges**



**MORENO VALLEY**  
WHERE DREAMS SOAR

# Department Update: City Manager's Office

**City Council Meeting, August 28, 2012**