

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

June 12, 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 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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
June 12, 2012

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter Presentation to Officer Robert Mills
2. Proclamation Recognizing Police Chief John Anderson
3. "Spotlight on Moreno Valley Business"
 - a) Fitness 19
 - b) Berrybean Café

**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
JUNE 12, 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 Lupe Gonzalez - Templo de Milagros International

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 MAY 22, 2012 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

A.3 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT TO HILLCREST CONTRACTING, INC. FOR PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE - PROJECT NO. 11-41570125 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract to Hillcrest Contracting, Inc. (Hillcrest), 1467 Circle City Drive, Corona, CA 92879, the lowest responsible bidder, for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project;
2. Authorize the City Manager to execute the construction contract with Hillcrest;
3. Authorize the issuance of a Purchase Order to Hillcrest in the amount of \$3,939,216.13 (\$3,282,680.11 for the Base Bid and awarded Alternates, plus 20% contingency) when the contract has been signed by all parties;
4. Authorize the Public Works Director/City Engineer to execute any

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subsequent change orders to the contract with Hillcrest, up to but not to exceed the Purchase Order contingency of \$656,536.02, 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 system, and release the retention to Hillcrest, if no claims are filed against the project.

- A.4 ACCEPTANCE AND APPROPRIATION OF \$1,000,000 STATE-LOCAL PARTNERSHIP PROGRAM (SLPP) FUNDS FOR SR-60/NASON STREET OVERCROSSING IMPROVEMENT PROJECT - PROJECT NO. 07-41570024 (Report of: Public Works Department/CPD)

Recommendation:

Accept and appropriate the \$1,000,000 State-Local Partnership Program (SLPP) grant for the SR-60/Nason Street Overcrossing Improvement Project from the California Transportation Commission (CTC).

- A.5 NOTICE OF COMPLETION AND ACCEPTANCE OF STREET IMPROVEMENTS FOR LOCAL STREET PAVEMENT RESURFACING, PROJECT NO. 12-22679728 (Report of: Public Works Department/CPD)

Recommendation:

1. Accept the work as complete for the Local Street Pavement Resurfacing 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 at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;
3. Authorize the Financial & 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. Accept the improvements into the City's maintained road system.

- A.6 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2012/13 (Report of: Public Works Department)

Recommendation:

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Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 4-Maintenance (“CFD No. 4-M” or “District”) approve and adopt Resolution No. 2012-39, approving the calculation of the Community Facilities District No. 4-M maximum special tax rate for Fiscal Year 2012/13.

Resolution No. 2012-39

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 4-Maintenance Maximum Special Tax Rate for Fiscal Year 2012/13

- A.7 APPROVING THE CALCULATION OF THE MAXIMUM SPECIAL TAX FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 FOR FISCAL YEAR 2012/13 (Report of: Public Works Department)

Recommendation:

Acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt Resolution No. 2012-40, approving the calculation of the maximum special tax for Moreno Valley Community Facilities District No. 5 for fiscal year 2012/13.

Resolution No. 2012-40

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Maximum Special Tax for Moreno Valley Community Facilities District No. 5 for Fiscal Year 2012/13

- A.8 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2012/13 (Report of: Public Works Department)

Recommendation:

Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 3 (Auto Mall Refinancing) (“CFD No. 3” or “District”), approve and adopt Resolution No. 2012-41 to approve the calculation of the Community Facilities District No. 3 maximum special tax rate for fiscal year (FY) 2012/13.

Resolution No. 2012-41

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 3 (Auto Mall Refinancing) Maximum Special Tax Rate for Fiscal Year 2012/13

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- A.9 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITES DISTRICT NO. 87-1 (TOWNGATE) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2012/13 (Report of: Public Works Department)

Recommendation:

Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) ("CFD No. 87-1" or "District") approve and adopt Resolution No. 2012-42 to approve the calculation of the Community Facilities District No. 87-1 Special Tax rate for fiscal year (FY) 2012/13.

Resolution No. 2012-42

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 87-1 (Towngate) Maximum Special Tax Rate for Fiscal Year 2012/13

- A.10 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2012/13 (Report of: Public Works Department)

Recommendation:

Acting in its capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate), Improvement Area No. 1 ("CFD No. 87-1, Improvement Area No. 1" or "District") approve and adopt Resolution No. 2012-43 to approve the calculation of the CFD No. 87-1, Improvement Area No. 1, Special Tax rate for fiscal year (FY) 2012/13.

Resolution No. 2012-43

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 Maximum Special Tax Rate for Fiscal Year (FY) 2012/13

- A.11 APPROVE UPDATES TO MORENO VALLEY ELECTRIC UTILITY SOLAR PROGRAM (Report of: Public Works Department)

Recommendation:

Approve the updated Moreno Valley Electric Utility (MVU) Solar Program.

- A.12 AUTHORIZATION TO AWARD AN INDEPENDENT CONTRACTOR AGREEMENT FOR FIRE PLAN CHECK SERVICES TO DENNIS GRUBB

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& ASSOCIATES (Report of: Fire Department)

Recommendation:

1. Approve a five year Independent Contractor Agreement with Dennis Grubb & Associates for Fire Plan Check Services not to exceed \$600,000;
2. Authorize the City Manager to execute the Agreement with Dennis Grubb & Associates; and
3. Authorize the City Manager to approve the annual purchase orders issued to Dennis Grubb & Associates.

A.13 APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH PUBLIC ENTITY RISK MANAGEMENT AUTHORITY (PERMA) FOR PROPERTY AND CASUALTY INSURANCE PRODUCT LINES (Report of: Human Resources Department/Risk Management)

Recommendation:

1. Approve a Memorandum of Understanding with Public Entity Risk Management Authority (PERMA) for Property and Casualty Insurance Product Lines; and
2. Authorize the City Manager to extend the annual contract for up to four consecutive years, if deemed to meet the City's best interests.

A.14 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES TO INCLUDE RATE SCHEDULES AND ASSOCIATED AGREEMENTS FOR ECONOMIC DEVELOPMENT RATE – NEW BUSINESS OR EXPANDED LOAD CUSTOMERS AND ECONOMIC DEVELOPMENT RATE – BUSINESS RETENTION FOR MORENO VALLEY UTILITY (Report of: Public Works Department)

Recommendation:

1. Approve Resolution No. 2012-44 amending the Electric Rates to include rate schedules for the Economic Development Rate ED – New Business or Expanded Load Customers and Economic Development Rate BR – Business Retention for Moreno Valley Utility

Resolution No. 2012-44

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates to Include Rate Schedules and Associated Agreements for the Economic Development Rate – New Business or Expanded Load Customers and Economic

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Development Rate – Business Retention for Moreno Valley Utility

2. Authorize the City Manager to execute, on behalf of the City Council, the required Economic Development Rate Agreement for Business Retention pursuant to Schedule ED-BR - Economic Development – Business Retention Rate; and
3. Authorize the City Manager to execute, on behalf of the City Council, the required Economic Development Rate Agreement for New or Expanded Load Electric Service Customer pursuant to Schedule ED - Economic Development Rate.

A.15 APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION, MORENO VALLEY MANAGEMENT ASSOCIATION AND MORENO VALLEY CONFIDENTIAL MANAGEMENT EMPLOYEES FOR THE PERIOD OF JULY 1, 2012 THROUGH JUNE 30, 2015 (Report of: Human Resources Department)

Recommendation:

1. Approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City Employees Association, Moreno Valley Management Association and Moreno Valley Confidential Management Employees for the period of July 1, 2012 through June 30, 2015;
2. Extend the economic provisions of these Agreements to unrepresented classifications as specified in this report;
3. Approve updates to the Salary Schedule and Personnel Rules & Regulations to incorporate revisions as specified in the MOUs; and
4. Authorize the Financial and Administrative Services Director to adjust operating budgets to reflect the Council's approval of the recommended actions.

A.16 CONFLICT OF INTEREST CODE – AGENCY REVIEW (Report of: City Clerk Department)

Recommendation:

As the Code reviewing body of the City of Moreno Valley, direct each agency, which has adopted a Conflict of Interest Code pursuant to the provisions of the Political Reform Act of 1974 (Government Code §87100, et. seq.), to review its Conflict of Interest Code, and if a change is necessary, to submit its biennial report to the City Clerk no later than October 1, 2012.

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A.17 APPROVE BUDGETS AND BUDGET AMENDMENTS TO THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2012/13 (Report of: Financial & Administrative Services Department)

Recommendation:

1. The Finance Subcommittee recommends that the City Council: Adopt Resolution No. 2012-49, approving Amendments to the Revised Operating Budget for the City of Moreno Valley for FY 2012/13, pursuant to the appropriations and Position Control Roster presented in Exhibits A through C to the Resolution;

Resolution No. 2012-49

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Amendments to the Operating Budget for Fiscal Year 2012/13

2. Acting in its capacity as the Successor Agency to the Community Redevelopment Agency of Moreno Valley, adopt Resolution No. 2012-50, establishing a budget for the Successor Agency for FY 2012/13; pursuant to the appropriations presented in Exhibit A to the Resolution; and

Resolution No. 2012-50

A Resolution of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Year 2012/13

A.18 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 May 16 – June 5, 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 MAY 22, 2012 (Report of: City Clerk Department)

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Recommendation:

Approve as submitted.

- B.3 AWARD OF CONTRACT – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. DSG-2/12-13 (MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION) AND ZONE D BUDGET ADJUSTMENT TO PROVIDE FOR ZONE D LANDSCAPE PROGRAM SERVICES (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for CSD Project No. DSG-2/12-13 (the “Agreement”) with Mariposa Landscapes, Inc.;
 2. Authorize the President of the CSD Board to execute said Agreement with Mariposa Landscapes, Inc.;
 3. Authorize the appropriation of an additional \$45,424 from Zone D Fund Balance to Account No. 181.78110.6261 (Standard Landscape Maintenance Administration) to fund the increased cost of Zone D landscape maintenance services; and
 4. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2012 to Mariposa Landscapes, Inc., in the amounts of:
 - a) One hundred fifty-five thousand seven hundred eighty-four and 00/100 dollars (\$155,784.00) for twelve (12) months of base maintenance services; and
 - b) Ten thousand one hundred and 00/100 dollars (\$10,100.00) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E, of the Agreement.
- B.4 APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2012/13 (Report of: Public Works Department)

Recommendation:

Acting in its capacity as President and Members of the Board of Directors of the CSD (“CSD Board”) and as the legislative body of Community Facilities District No. 1 (“CFD No. 1” or “District”) approve and adopt Resolution No. CSD 2012-07 approving the calculation of the Community Facilities District No. 1 maximum special tax rate for fiscal year 2012/13.

Resolution No. CSD 2012-07

A Resolution of the Moreno Valley Community Services District of the City

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of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 1 Maximum Special Tax Rate for Fiscal Year 2012/13

- B.5 APPROVE THE FIRST EXTENSION AGREEMENT FOR PROJECT NO. E-81415/11 (MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION) FOR PROMONTORY PARK/MAHOGANY FIELDS/CELEBRATIONS AND INCLUSION OF MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION FOR ZONE E-12 STONERIDGE RANCH (Report of: Public Works Department)

Recommendation:

1. Approve the First Extension to the Agreement for CSD Project No. E-81415/11 (the "Agreement") with Merchants Landscape Services, Inc., which includes the added parkway landscape maintenance area for Zone E-12 Stoneridge Ranch;
2. Authorize the President of the CSD Board to execute said Extension Agreement with Merchants Landscape Services, Inc.; and
3. Authorize the Purchasing Division Manager to issue purchase orders for fiscal year (FY) 2012/13 to Merchants Landscape Services, Inc., in the cumulative amounts of:
 - a) Eighty-one thousand one hundred and ninety-four and 64/100 dollars (\$81,194.64) for twelve (12) months of base maintenance services; and,
 - b) Seventeen thousand three hundred and 00/100 dollars (\$17,300.00) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E, of the Agreement.

- B.6 AWARD OF CONTRACT – MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE M (MEDIANS) PROJECT NO. M/12-13 (MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION) AND INCLUSION OF MAINTENANCE OF THE PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION FOR ZONE S (SUNNYMEAD BOULEVARD) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for CSD Project No. M/12-13 Maintenance of Median-Monument-Parkway Landscaping and Irrigation (the "Agreement") with TruGreen Landcare, which will include the added maintenance of the median and parkway landscape areas for Zone S (Sunnymead Boulevard);

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2. Authorize the CSD Board President to execute the Agreement with TruGreen Landcare; and
3. Authorize the Purchasing Division Manager, to issue purchase orders for fiscal year (FY) 2012/13 to TruGreen Landcare, in the cumulative amounts of:
 - a) Seventy thousand four hundred thirty-five and 91/100 dollars (\$70,435.91) for twelve (12) months of base maintenance services and;
 - b) Five thousand eight hundred and 00/100 dollars (\$5,800.00) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

B.7 APPROVE BUDGETS AND BUDGET AMENDMENTS TO THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2012/13 (Report of: Financial & Administrative Services Department)

Recommendation:

Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2012-19, approving Amendments to the Revised Operating Budget for the Moreno Valley Community Services District for FY 2012/13, pursuant to the appropriations and Position Control Roster presented in Exhibits A through C to the Resolution;

Resolution No. CSD 2012-19

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Adopting the Amendments to the Operating Budget for Fiscal Year 2012/13

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MAY 22, 2012 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C.3 APPROVE BUDGETS AND BUDGET AMENDMENTS TO THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2012/13 (Report of: Financial & Administrative Services Department)

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Recommendation:

Acting in its capacity as the Moreno Valley Housing Authority, adopt Resolution No. HA 2012-06, establishing a budget for the Housing Authority for FY 2012/13; pursuant to the appropriations presented in Exhibit A to the Resolution.

Resolution No. HA 2012-06

A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Year 2012/13

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 MAY 22, 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 PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2012/2013 ANNUAL RATES (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice; and
2. Adopt "Resolution No. 2012-52, a Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National

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Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll.”

Resolution No. 2012-52

A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for new Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Rolls

E.2 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS (“GANN”) LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2012-13 (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing to receive public comments on the City’s appropriations limit for Fiscal Year 2012-13; and
2. Adopt Resolution No. 2012-45 establishing the appropriations limit at \$93,811,748 for the City of Moreno Valley for Fiscal Year 2012-13.

Resolution No. 2012-45

A Resolution of the City Council of the City of Moreno Valley, California, Establishing the Appropriations Limit for Fiscal Year 2012-13

E.3 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS (“GANN”) LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2012-13 (Report of: Financial & Administrative Services Department)

Recommendation: That the CSD:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District’s appropriations limit for Fiscal Year 2012-13; and
2. Adopt Resolution No. CSD 2012-08, establishing the appropriations limit at \$15,117,121 for the Moreno Valley Community Services District for Fiscal Year 2012-13.

Resolution No. CSD 2012-08

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A Resolution of the Moreno Valley Community Services District
Establishing the Appropriations Limit for Fiscal Year 2012-13

- E.4 A PUBLIC HEARING ON A MUNICIPAL CODE AMENDMENT (PA12-0008) TO REVISE PORTIONS OF THE CITY'S SIGN CODE IN SECTION 9.12.060.D TO ALLOW FOR INCREASED SIGN COPY AREA AND HEIGHT FOR DRIVE-THROUGH RESTAURANT MENU BOARDS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. RECOGNIZE that application PA12-0008 (Municipal Code Amendment) will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15305, Minor Alterations to Land Use Limitations, as a Class 5 Categorical Exemption; and
2. INTRODUCE Ordinance No. 847 thereby APPROVING Municipal Code Amendment PA12-0008, based on the findings in the City Council Ordinance.

Ordinance No. 847

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Application PA12-0008 Amending the Municipal Code to Increase the Maximum Height and Sign Area for Menu Boards in the City's Sign Code in Section 9.12.060.D.

- E.5 PUBLIC HEARING TO CONSIDER THE STAFF RECOMMENDED RESOLUTIONS APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES PROPOSED FOR FISCAL YEAR 2012/13 (Report of: Public Works Department)

Recommendation: That the CSD:

1. Conduct a Public Hearing to consider the continuance of current Moreno Valley Community Services District annual parcel charges proposed for FY 2012-13 and to approve and adopt the following proposed resolutions:

Resolution No. CSD 2012-09 to approve the calculation of the Zone A charges;

Resolution No. CSD 2012-09

A Resolution of the Moreno Valley Community Services District of the

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City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone A (Parks and Community Services) Services During Fiscal Year 2012/2013

2. Resolution No. CSD 2012-10 to approve the calculation of the Zone B charges;

Resolution No. CSD 2012-10

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone B (Residential Street Lighting) Services During Fiscal Year 2012/2013

3. Resolution No. CSD 2012-11 to approve the calculation of the Zone C charges;

Resolution No. CSD 2012-11

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone C (Arterial Street Lighting and Intersection Lighting) Services During Fiscal Year 2012/2013

4. Resolution No. CSD 2012-12 to approve the calculation of the Zone D charges;

Resolution No. CSD 2012-12

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone D (Parkway Landscape Maintenance) Services During Fiscal Year 2012/2013

5. Resolution No. CSD 2012-13 to approve the calculation of the Zone E charge;

Resolution No. CSD 2012-13

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E (Extensive Landscape Maintenance) Services During Fiscal Year 2012/2013

6. Resolution No. CSD 2012-14 to approve the calculation of the Zone

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E-1A charges;

Resolution No. CSD 2012-14

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-1A (Renaissance Park – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2012/2013

7. Resolution No. CSD 2012-15 to approve the calculation of the Zone E-3A charges;

Resolution No. CSD 2012-15

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-3A (Lasselle Powerline Parkway Internal Parkway Landscape Maintenance) Services During Fiscal Year 2012/2013

8. Resolution No. CSD 2012-16 to approve the calculation of the Zone E-4A charges;

Resolution No. CSD 2012-16

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-4A (Daybreak Development – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2012/2013

9. Resolution No. CSD 2012-17 to approve the calculation of the Zone M charges; and

Resolution No. CSD 2012-17

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone M (Commercial/Industrial/Multifamily Improved Median Maintenance) Services During Fiscal Year 2012/2013

10. Resolution No. CSD 2012-18 to approve the calculation of the Zone S charges.

Resolution No. CSD 2012-18

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone S (Sunnymead Boulevard Maintenance) Services During Fiscal Year 2012/2013

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

G. REPORTS

- G.1 WRCOG PRESENTATION ON AB 811 HERO PROGRAM (ORAL PRESENTATION) (Report of: City Manager's Office)
- G.2 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)
 - b) Report by Council Member Robin N. Hastings on the Western Riverside Council of Governments (WRCOG)
 - c) Report by Council Member Jesse L. Molina on the Riverside Transit Agency (RTA)
- G.3 GENERAL MUNICIPAL ELECTION – NOVEMBER 6, 2012 - RESOLUTIONS CALLING AND GIVING NOTICE; REQUESTING CONSOLIDATION WITH STATEWIDE GENERAL ELECTION; AND ADOPTING REGULATIONS PERTAINING TO CANDIDATES' STATEMENTS (Report of: City Clerk Department)

Recommendation: That the City Council:

1. Adopt: Resolution No. 2012-46, calling and giving notice of the holding of a general municipal election on Tuesday, November 6, 2012 of certain officers as required by the provisions of the laws of the State of California relating to general law cities;

Resolution No. 2012-46

A Resolution of the City Council of the City of Moreno Valley, California, Calling and Giving Notice of the Holding of a General Municipal Election on Tuesday, November 6, 2012, of Certain Officers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities

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2. Adopt Resolution No. 2012-47, requesting the Board of Supervisors of the County of Riverside to consolidate a general municipal election with the statewide general election to be held on Tuesday, November 6, 2012 pursuant to §10403 of the California Elections Code;

Resolution No. 2012-47

A Resolution of the City Council of the City of Moreno Valley, California, Requesting the Board of Supervisors of the County of Riverside to Consolidate a General Municipal Election with the Statewide General Election to be Held on Tuesday, November 6, 2012, Pursuant to Section 10403 of the California Elections Code

3. Adopt Resolution No. 2012-48, adopting regulations for candidates for elective office pertaining to candidates' statements submitted to the voters at an election to be held on Tuesday, November 6, 2012; and

Resolution No. 2012-48

A Resolution of the City Council of the City of Moreno Valley, California, Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters for the Election to be Held on Tuesday, November 6, 2012

4. Approve the Municipal Information Form and authorize the City Clerk to submit the completed form and the resolutions to the Registrar of Voters.

G.4 SAFE ROUTES TO SCHOOL PROGRAM (POWERPOINT PRESENTATION) (Report of: Public Works Department/TED)

Recommendation: That the City Council:

1. Receive and file information presented; and
2. Endorse the Safe Routes to School Program.

G.5 ADOPTION OF FY 2012-2013 CAPITAL IMPROVEMENT PLAN (Report of: Public Works Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2012-51, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2012-2013, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed

Capital Improvement Plan;

Resolution No. 2012-51

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for FY 2012-2013

2. Acting in its capacity as the President and Board of Directors of the Community Services District of the City of Moreno Valley, adopt Resolution No. CSD 2012-20, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2012-2013, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Resolution No. CSD 2012-20

A Resolution of the Community Services District, Adopting the Capital Improvement Plan for FY 2012-2013

3. Acting in its capacity as the Chairman and Board of Directors of the Moreno Valley Housing Authority, adopt Resolution No. MVHA 2012-05, approving the Capital Improvement Plan as the capital budget for the Moreno Valley Housing Authority for FY 2012-2013, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Resolution HA No. 2012-05

A Resolution of the Moreno Valley Housing Authority, Adopting the Capital Improvement Plan for FY 2012-2013

- G.6 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

- H.1.1 INTRODUCTION OF ORDINANCE NO. 847 AMENDING SECTION 12.22.030 OF THE MORENO VALLEY MUNICIPAL CODE, RELATING TO DESIGNATION OF THROUGH STREETS (Report of: Public Works Department)

Recommendation: That the City Council:

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June 12, 2012

Introduce Ordinance No.847, amending Title 12 Section 12.22.030 of the City of Moreno Valley Municipal Code relating to the designation of through streets (as listed within the ordinance).

Ordinance No. 847

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 12.22.030 of Chapter 12.22 of the City of Moreno Valley Municipal Code Relating to the Designation of Through Streets

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2.1 ORDINANCE NO. 845 - AN ORDINANCE APPROVING AN AMENDMENT TO THE CALPERS CONTRACT TO PROVIDE FOR THE EXCLUSION OF CROSSING GUARDS AND RECREATION AIDES HIRED ON OR AFTER THE EFFECTIVE DATE OF THIS CONTRACT AMENDMENT, AND ADOPT THE RELATED ORDINANCE AS REQUIRED BY CALPERS (RECEIVED FIRST READING AND INTRODUCTION ON MAY 22, 2012 BY A 5-0 VOTE) (Report of: Human Resources Department)

Recommendation: That the City Council:

Adopt Ordinance No. 845 to amend the City of Moreno Valley's contract with CalPERS to provide the Exclusion of Crossing Guards and Recreation Aides hired on or after the effective date of this contract amendment.

Ordinance No. 845

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

- H.2.2 ORDINANCE NO. 846 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DISSOLVING IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY AND ORDERING THE RECORDATION OF AN AMENDMENT TO THE NOTICE OF SPECIAL TAX LIEN RELATED TO SUCH DISTRICT (RECEIVED FIRST READING AND INTRODUCTION ON MAY 22, 2012 BY A 5-0 VOTE) (Report of: Public Works Department)

Recommendation: That the City Council:

Acting as the legislative body of Community Facilities District No. 7 of the

AGENDA
June 12, 2012

City of Moreno Valley adopt Ordinance No. 846 ordering the dissolution of CFD No. 7, Improvement Area No. 2 and the recordation of an amendment to the Notice of Special Tax Lien.

Ordinance No. 846

An Ordinance of the City Council of the City of Moreno Valley, California, Dissolving Improvement Area No. 2 of Community Facilities District No. 7 of the City of Moreno Valley and Ordering the Recordation of an Amendment to the Notice of Special Tax Lien Related to Such District

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**

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

**REGULAR MEETING – 6:30 PM
May 22, 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 Board of Library Trustees was called to order at 6:32 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

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

INVOCATION

Bishop Randy Triplett - Victory Temple of Deliverance Ministries

ROLL CALL

Council:

Richard A. Stewart	Mayor
William H. Batey II	Mayor Pro Tem
Jesse L. Molina	Council Member
Robin N. Hastings	Council Member
Marcelo Co	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	City Attorney
John Anderson	Police Chief

Ahmad Ansari
Barry Foster
Tom DeSantis
Mike McCarty

Public Works Director
Community and Economic Development Director
Interim 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, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY HOUSING AUTHORITY AND BOARD OF LIBRARY TRUSTEES

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

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 8, 2012 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

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

Recommendation:

Adopt Resolution No. 2012-29, approving the Check Register for the month of March, 2012 in the amount of \$11,339,435.77.

Resolution No. 2012-29

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

A.4 MORENO VALLEY UNIFIED SCHOOL DISTRICT - ELEMENTARY SCHOOL NO. 26 (SUNNYMEAD ELEMENTARY SCHOOL) - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF DRACAEA AVENUE, HEACOCK STREET, ATWOOD AVENUE, AND HELMSDALE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM: - DEVELOPER: ASR CONSTRUCTORS, RIVERSIDE,

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Recommendation:

1. Adopt the proposed Resolution No. 2012-30 authorizing the acceptance of the public improvements within Moreno Valley Unified School District – Elementary School No. 26 (Sunnymead Elementary School) as complete and accepting the portions of Dracaea Avenue, Heacock Street, Atwood Avenue, and Helmsdale Street associated with the project into the City’s maintained street system; and

Resolution No. 2012-30

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Moreno Valley Unified School District – Elementary School No. 26 (Sunnymead Elementary School) and Accepting the Portions of Dracaea Avenue, Heacock Street, Atwood Avenue, and Helmsdale Street Associated with the Project into the City’s Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.5 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT DESIGN SUPPORT SERVICES DURING CONSTRUCTION TO AECOM FOR PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL “B” TO CACTUS AVENUE PROJECT NO. 11-41570125 (Report of: Public Works Department/CPD)

Recommendation:

1. Approve the Agreement for Professional Consultant Design Support Services during Construction with AECOM Technical Services, Inc. (AECOM), 901 Via Piemonte, 5th Floor, Ontario, CA 91764, for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral “B” to Cactus Avenue project;
2. Authorize the City Manager to execute the Agreement for Professional Consultant Design Support Services during Construction with AECOM;
3. Authorize the issuance of a Purchase Order to AECOM in the amount of \$161,181 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 AECOM, within the Purchase Order amount, subject to the approval of the City Attorney.

A.6 PA07-0165 (PM 35859) – APPROVAL OF PROPOSED RESOLUTION FOR A SUMMARY VACATION OF A PORTION OF KNOX STREET LOCATED AT THE END OF KNOX STREET SOUTH OF SAN MICHELE ROAD, DEVELOPER: FIRST INDUSTRIAL, L.P., A DELAWARE LIMITED PARTNERSHIP, EL SEGUNDO, CA 90245 (Report of: Community & Economic Development Department)

Recommendation:

1. Adopt the Resolution No. 2012-31, summarily vacating a portion of Knox Street; and

Resolution No. 2012-31

A Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of a Portion of Knox Street From 930 Feet North of the Intersection with Nandina Avenue to 996 Feet North to its Current Terminus, said Portion Between Nandina Avenue and San Michele Road, Distances Measured Along Street Centerline

2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

A.7 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED MARCH 31, 2012 (Report of: Financial & Administrative Services Department)

Recommendation:

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

A.8 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 May 2–15, 2012.

A.9 APPROVAL OF THE PROPOSED RESOLUTIONS RELATING TO FUNDING THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

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ZONE B (RESIDENTIAL) AND ZONE C (ARTERIAL) STREET LIGHTING EXPENSES FOR THE FISCAL YEARS 2011-12 AND 2012-13 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Adopt Resolution No. 2012-33 approving a subsidy in the amount of up to \$675,000 from the City of Moreno Valley General Fund to the Moreno Valley CSD Zone B to subsidize the cost of residential streetlight services for the FY 2011-12.

Resolution No. 2012-33

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Transfer Amount of up to \$675,000 to Community Services District Zone B to Subsidize the Cost of Operating Residential Streetlight Services for the FY 2011-12

2. Adopt Resolution No. 2012-34 approving a subsidy in the amount of up to \$675,000 from the City of Moreno Valley General Fund to the Moreno Valley CSD Zone B to subsidize the cost of residential streetlight services for the FY 2012-13.

Resolution No. 2012-34

A Resolution of the City Council of the City of Moreno Valley, California, Approving Transfer Amount of up to \$675,000 to Community Services District Zone B to Subsidize the Cost of Operating Residential Streetlight Services for the FY 2012-13

3. Adopt Resolution No. 2012-36 approving a subsidy in the amount of up to \$61,421 from the City of Moreno Valley General Fund to the Moreno Valley CSD Zone C to subsidize the cost of arterial streetlight services for the FY 2011-12 and approving a loan from the City of Moreno Valley General Fund to the Moreno Valley CSD in the amount of \$28,579 for the period ending June 30, 2012 to be repaid by May 22, 2017.

Resolution No. 2012-36

A Resolution of the City Council of the City of Moreno Valley, California, Approving a Loan in the Amount of \$28,579 and Transfer the Amount of up to \$61,421 to Community Services District Zone C to Subsidize the Cost of Operating Arterial Streetlight Services for the FY 2011-12

4. Adopt Resolution No. 2012-37 approving a subsidy in the amount of

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up to \$420,000 from the City of Moreno Valley General Fund to the Moreno Valley CSD Zone C to subsidize the cost of arterial streetlight services for the FY 2012-13.

Resolution No. 2012-37

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Transfer Amount of up to \$420,000 to Community Services District Zone C to Subsidize the Cost of Operating Arterial Streetlight Services for the FY 2012-13

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 MAY 8, 2012 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

B.3 EXTENSION OF CONTRACT - PROJECT NO. E-4/11 - MORENO VALLEY RANCH EAST/DAYBREAK MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION (Report of: Public Works Department)

Recommendation:

1. Approve the Extension Agreement with TruGreen Landcare of Riverside, California for CSD Project No. E-4/11– Moreno Valley Ranch – East/Daybreak Maintenance of Parkway Landscaping and Irrigation for the purpose of extending the term of the contract for an additional one-year period;
2. Authorize the President of the CSD Board to execute said Extension Agreement with TruGreen Landcare; and
3. Authorize the Purchasing Manager to issue purchase orders on July 1, 2012, to TruGreen Landcare, Inc. in the amounts of:
 - a.) ONE HUNDRED AND ONE THOUSAND THREE HUNDRED FIFTY AND 32/100 DOLLARS (\$101,350.32) for twelve months of base maintenance service; and
 - b.) EIGHT THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$8,200.00) for anticipated Additional Work per Section 5 of the Extension Agreement.

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B.4 AWARD OF CONTRACT - MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-3/11-12 - MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION FOR ZONES E-3 (MORENO VALLEY RANCH-WEST) AND E-3A (LASSELLE POWERLINE PARKWAY)(Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for CSD Project E-3/11-12 (the "Agreement") with Merchants Landscape Services, Inc.;
2. Authorize the President of the CSD Board to execute said Agreement with Merchants Landscape Services, Inc.; and
3. Authorize the Purchasing Division Manager to issue purchase orders on July 1, 2012 to Merchants Landscape Services, Inc., in the amounts of:
 - a) ONE HUNDRED FORTY THOUSAND TWO HUNDRED AND EIGHTY-EIGHT AND 56/100 DOLLARS (\$140,260.56) for twelve (12) months of base maintenance services; and
 - b) ELEVEN THOUSAND ONE HUNDRED AND FIFTY AND 00/100 DOLLARS (\$11,150.00) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

B.5 APPROVAL OF THE PROPOSED RESOLUTIONS RELATING TO FUNDING THE MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE B (RESIDENTIAL) AND ZONE C (ARTERIAL) STREET LIGHTING EXPENSES FOR THE FISCAL YEARS 2011-12 AND 2012-13 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Adopt Resolution No. CSD 2012-02 accepting a subsidy in the amount of up to \$675,000 from the City of Moreno Valley General Fund to the Moreno Valley CSD Zone B to subsidize the cost of residential streetlight services for the FY 2011-12.

Resolution No. CSD 2012-02

A Resolution of the Board of Directors of the Moreno Valley Community Services District Accepting the Transfer Amount of up to \$675,000 From the City of Moreno Valley to Subsidize the Cost of Operating Residential Streetlight Services for the FY 2011-12

2. Adopt Resolution No. CSD 2012-03 accepting a subsidy in the

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amount of up to \$675,000 from the City of Moreno Valley General Fund to the Moreno Valley CSD Zone B to subsidize the cost of residential streetlight services for the FY 2012-13.

Resolution No. CSD 2012-03

A Resolution of the Board of Directors of the Moreno Valley Community Services District Accepting the Transfer Amount of up to \$675,000 from the City of Moreno Valley to Subsidize the Cost of Operating Residential Streetlight Services for the FY 2012-13

3. Adopt Resolution No. CSD 2012-05 accepting a subsidy in the amount of up to \$61,421 from the City of Moreno Valley General Fund to the Moreno Valley CSD Zone C to subsidize the cost of arterial streetlight services for the FY 2011-12 and approving a loan from the City of Moreno Valley General Fund to the Moreno Valley CSD in the amount of \$28,579 for the period ending June 30, 2012 to be repaid by May 22, 2017.

Resolution No. CSD 2012-05

A Resolution of the Board of Directors of the Moreno Valley Community Services District Approving a Loan in the Amount of \$28,579 and a Transfer in the Amount of up to \$61,421 from the City of Moreno Valley to Subsidize the Cost of Operating Arterial Streetlight Services for the FY 2011-12

4. Adopt Resolution No. CSD 2012-06 accepting a subsidy in the amount of up to \$420,000 from the City of Moreno Valley General Fund to the Moreno Valley CSD Zone C to subsidize the cost of arterial streetlight services for the FY 2012-13.

Resolution No. CSD 2012-06

A Resolution of the Board of Directors of the Moreno Valley Community Services District Accepting a Transfer in the Amount of up to \$420,000 from the City of Moreno Valley to Subsidize the Cost of Operating Arterial Streetlight Services for the FY 2012-13

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MAY 8, 2012 (Report of: City Clerk Department)

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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 MAY 8, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to approve Joint Consent Items A.1 through D.2. by m/Council Member Jesse L. Molina, s/Mayor Pro Tem William H. Batey II Passed by a vote of 5-0.

E. PUBLIC HEARINGS

Mayor Richard A. Stewart opened the public testimony portion of the public hearing. Public testimony was received from Kenny Bell (oppose), Deanna Reeder (oppose), Dawn Newkirk (oppose), Ned Newkirk (oppose), Tom Jerele, Sr. (neutral), Susan Nash (oppose), Radene Ramos Hiers (oppose), James Bryant (oppose), Susan Gilchrist (oppose), Stephen Crews (oppose), Ted Pauw (oppose), Herb Grabell (support), Melvin Long, Tom Thornsley (oppose), Ana Noble, Francisco Bogarin (suupport), and Tad Garrety (support).

E.1 PUBLIC HEARING REGARDING THE EXPANSION OF THE APPLICATIONS FOR A GENERAL PLAN AMENDMENT (PA12-0010), CHANGE OF ZONE (PA12-0012) AND SPECIFIC PLAN (PA12-013) FOR THE WORLD LOGISTICS CENTER PROJECT AND A RECOMMENDATION FROM THE CITY COUNCIL TO INCLUDE PROPERTIES NOT OWNED BY OR PARTICIPATING WITH THE PROJECT APPLICANT, HIGHLAND FAIRVIEW PROPERTIES (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Conduct the Public Hearing and thereafter direct staff to apply one of the alternatives set forth below pertaining to properties not owned by or participating with Highland Fairview Properties in their applications for a general plan amendment, change of zone and specific plan for the World Logistics Center Project.

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Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Marcelo Co
Approved by a vote of 3-2, Mayor Pro Tem William H. Batey II, Council Member Robin N. Hastings opposed.

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)

b) Report by Council Member Council Member Robin N. Hastings on the Western Riverside Council of Governments (WRCOG)

c) Report by Council Member Council Member Jesse L. Molina on the Riverside Transit Agency (RTA)

No reports given.

G.2 TERMINATION OF CONCESSIONAIRE AGREEMENT WITH PACIFICA UNIVERSITY (Report of: City Manager's Office)

President Richard A. Stewart opened the agenda item for public comments, which were received from Rick Madott (support), Mick Rood (support), Kenny Bell (support), Robert Arnold (support), Edward Allen (support), Tom Jerele, Sr. (support), William Myers (oppose), Bob Bentley (oppose), Duane Miller (oppose), Colorado Barrett (oppose) and Pete Bleckert.

Recommendation: That the CSD:

1. Terminate, without cause, the concessionaire agreement with Pacifica University; and
2. Direct staff to provide Pacifica University 180 days' advance written notice of the termination of the agreement and authorize staff to take all necessary actions to effect the removal of Pacifica University from the Cottonwood Golf Course.

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

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Motion to continue the Council meeting past 11:00 p.m. by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings.
Approved by a vote of 5-0.

AGENDA ORDER

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

Deanna Reeder

1. Moreno Valley citizens

Daryl Terrell

1. Lowering the tax burden

Tom Jerele, Jr.

1. Police Chief John Anderson
2. Bill Batey for 61st Assembly

Sue Gilchrist

1. World Logistics Center

Kenny Bell

1. Police Chief John Anderson
2. Phone calls from politicians

AGENDA ORDER

G.6 APPROVAL OF AN AGREEMENT WITH THE CITY OF MORENO VALLEY AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND A FINANCING AGREEMENT BETWEEN THE MORENO VALLEY HOUSING AUTHORITY AND CITIBANK, N.A. (Report of: Community & Economic Development Department)

President Richard A. Stewart opened the agenda item for public comments, which were received from Dan Horn (support).

Recommendation: That the City Council:

Acting in their Capacity as the Chairman and Board of Directors of the Housing Authority of the City of Moreno Valley adopt Resolution No. HA 2012-04, a resolution of the Housing Authority approving an agreement with the City of Moreno Valley and approving the Financing Agreement with Citibank, N.A.

Resolution No. HA 2012-04

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A Resolution of the Housing Authority of the City of Moreno Valley Approving an Agreement with the City of Moreno Valley as Successor Agency to the Community Redevelopment of the City of Moreno Valley and an Agreement Between the Housing Authority and Citibank, N.A.

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

G.7 APPROVAL OF AN AGREEMENT WITH THE MORENO VALLEY HOUSING AUTHORITY AND CONSENTING TO A FINANCING AGREEMENT BETWEEN THE MORENO VALLEY HOUSING AUTHORITY AND CITIBANK, N.A. (Report of: Community & Economic Development Department)

Mayor Richard A. Stewart opened the agenda item for public comments, which were received from Dan Horn (support).

Recommendation: That the City Council:

Acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. 2012-38, a resolution of the Successor Agency approving an agreement with the Housing Authority of the City of Moreno Valley and consenting to an agreement between the Housing Authority and Citibank, N.A.

Resolution No. 2012-38

A Resolution of the Successor Agency to Community Redevelopment Agency of the City of Moreno Valley Approving an Agreement with the Housing Authority and Consenting to an Agreement Between the Authority and Citibank, N.A.

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.

AGENDA ORDER

G.3 REPORT TO CONSIDER PUBLIC COMMENTS REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR 2012/2013 ANNUAL RATES (Report of: Community & Economic Development)

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

Recommendation: That the City Council:

Hold a public meeting to accept public comments regarding the “NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” proposed Fiscal Year 2012/2013 annual rates.

No action taken.

- G.4 ADOPTION OF A RESOLUTION AND INTRODUCTION OF ORDINANCE APPROVING AN AMENDMENT TO THE CALPERS CONTRACT TO PROVIDE FOR THE EXCLUSION OF CROSSING GUARDS AND RECREATION AIDES HIRED ON OR AFTER THE EFFECTIVE DATE OF THIS CONTRACT AMENDMENT, AND ADOPT THE RELATED ORDINANCE AS REQUIRED BY CALPERS (Report of: Human Resources Department)

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

Recommendation: That the City Council:

1. Adopt Resolution No. 2012-32; and
Resolution No. 2012-32
A Resolution of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City Council City of Moreno Valley
2. Introduce Ordinance No.845 to amend the City of Moreno Valley's contract with CalPERS to provide the Exclusion of Crossing Guards and Recreation Aides hired on or after the effective date of this contract amendment.

Ordinance No. 845

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

Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

- G.5 DISSOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 7,

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IMPROVEMENT AREA NO. 2 OF THE CITY OF MORENO VALLEY
(Report of: Public Works Department)

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

Recommendation: That the CSD:

Acting as the legislative body of Community Facilities District No. 7 of the City of Moreno Valley introduce Ordinance No. 846 ordering the dissolution of CFD No. 7, Improvement Area No. 2 and the recordation of an amendment to the Notice of Special Tax Lien.

Ordinance No. 846

An Ordinance of the City Council of the City of Moreno Valley, California, Dissolving Improvement Area No. 2 of Community Facilities District No. 7 of the City of Moreno Valley and Ordering the Recordation of an Amendment to the Notice of Special Tax Lien Related to Such District

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

- G.8 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

No report given.

H. LEGISLATIVE ACTIONS

- H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE
H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE
H.3 ORDINANCES - URGENCY ORDINANCES - NONE
H.4 RESOLUTIONS – NONE

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

Council Member Jesse L. Molina

1. If you have problems with your mortgage, and you are upside down, visit the City website www.keepyourhomecalifornia.org, and it will

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guide you on how to keep your home in California. You can receive up to \$50,000 per household to offset your loan balance and eliminate upside down loans.

Council Member Robin N. Hastings

1. Thanked everybody for hanging in there.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley and Moreno Valley 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

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 11:33 p.m. by unanimous informal consent.

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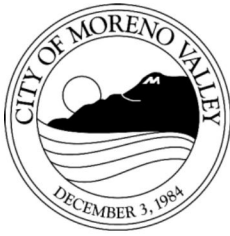
Submitted by:

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

Approved by:

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

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

AGENDA DATE: June 12, 2012

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT TO HILLCREST CONTRACTING, INC. FOR PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE
PROJECT NUMBER: 11-41570125

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract to Hillcrest Contracting, Inc. (Hillcrest), 1467 Circle City Drive, Corona, CA 92879, the lowest responsible bidder, for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project.
2. Authorize the City Manager to execute the construction contract with Hillcrest.
3. Authorize the issuance of a Purchase Order to Hillcrest in the amount of \$3,939,216.13 (\$3,282,680.11 for the Base Bid and awarded Alternates, 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 Hillcrest, up to but not to exceed the Purchase Order contingency of \$656,536.02, subject to the approval of the City Attorney.
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 Hillcrest, if no claims are filed against the project.

BACKGROUND

The Environmental, Design, and Right of Way phases for this project have all been successfully completed. On March 14, 2012, the Riverside County Transportation Commission (RCTC) Board of Commissioners voted to carry over approximately \$1.25 million in savings from the Design and Right of Way phases of the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project, plus \$415,000 in savings from the Design and Right of Way phases of the Perris Boulevard from Ironwood Avenue to Manzanita Avenue project, plus \$4 million in new obligations. RCTC prepared a new Agreement for the construction phase (Agreement No. 12-72-059-00) and designated a maximum amount of \$5,665,000 of TUMF funds for this phase.

On April 10, 2012, the City Council accepted and approved the Agreement for the reimbursement of Transportation Uniform Mitigation Fee (TUMF) funds between RCTC and the City of Moreno Valley for the construction phase of the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project.

City Council approved the Agreement for Professional Consultant Construction Survey Services with Hunsaker & Associates and the Agreement for Professional Consultant Construction Geotechnical Services with C.H.J., Incorporated at the meeting on May 8, 2012.

On May 22, 2012, City Council approved the Agreement for Professional Consultant Design Support Services during Construction with AECOM Technical Services, Inc.

DISCUSSION

Perris Boulevard is an existing partially improved north/south arterial street between the limits of Perris Valley Storm Drain Lateral "B" (Southerly City Limits) and Cactus Avenue in the City of Moreno Valley. The existing improvements, which vary in width, consist of a two-lane road with shoulders in some areas to other areas that are fully built out. This project is to widen and improve Perris Boulevard within the project limits to an arterial street standard with a curb-to-curb width of 86 feet (86') within a 110 feet (110') right of way. The proposed improvements will include curb, gutter, sidewalk, pavement, traffic signal modifications, streetlight relocations, utility relocations, signing and striping, and related road improvements. Additionally, right of way acquisition was acquired in areas where the ultimate street right of way had not been previously obtained. This project is eligible for and receives Transportation Uniform Mitigation Fee (TUMF) funding. Expenses are fully reimbursable by RCTC; however, existing Development Impact Fees (DIF) funds in the project budget may be used to cover minor administrative and ancillary expenses that may not be eligible for reimbursement by TUMF funds.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:15 p.m., on May 16, 2012, for the subject project. The five (5) valid bids received are as follows:

<u>CONTRACTORS</u>	<u>Bid Amount</u>
1. Hillcrest Contracting, Inc.	\$3,282,680.11
2. All American Asphalt	\$3,550,548.00
3. Sully-Miller Contracting Company	\$3,565,403.20
4. Cooley Construction, Inc.	\$3,677,878.29
5. H & H General Contractors, Inc.	\$3,859,496.00

Staff has reviewed the bid by Hillcrest and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. There was one minor irregularity in Alternate 6 of the bid submittal in that the Contractor did not provide a cost for Bid Item No. 189 – “Plant Tree per City Landscape Standard.” The Contractor has submitted a letter stating that they will honor the blank item by completing the work as required and not charge for the bid item and Staff recommends awarding the contract to Hillcrest. The City Attorney concurred with this decision.

The project was bid on the basis of Base Bid Schedule A (Segment 1) Northern Dancer Drive to Filaree Avenue, Base Bid Schedule B (Segment 2) From 300 feet south of Rivard Road to Suburban Lane and from 700 feet south of Delphinium Avenue to Cactus Avenue, and six (6) Alternate Bids. The Alternate Bids are as follows; Alternate 1 (Segment 1) Northern Dancer Drive to Filaree Avenue, Alternate 2 (Segment 2) Perris Valley Storm Drain Lateral “B” to Suburban Lane and from 700 feet south of Delphinium Avenue to Cactus Avenue, Alternate 3 (Segment 2) Perris Valley Storm Drain Lateral “B” to Globe Street, Alternate 4 (Segment 2) Globe Street to Nandina Avenue, Alternate 5 (Segment 2) Nandina Avenue to San Michele Road, and Alternate 6 (Segment 2) San Michele Road to Rivard Road. The Base Bid Schedule A and Schedule B submitted by Hillcrest, bid in the amount of \$2,264,033.45. The total of the Alternates is \$1,018,646.66. The bid documents stipulated that the low bidder would be determined on the basis of the total of the Base Bids and the Alternate Bids but that selection of any or all of the Alternates would be based on available funds. Due to adequate funding, staff recommends authorizing the award of construction to Hillcrest for the Base Bids plus Alternates 1 through 6 work items in the amount of \$3,282,680.11.

ALTERNATIVES

1. Award the construction contract to Hillcrest Contracting, Inc. (Hillcrest), 1467 Circle City Drive, Corona, CA 92879, the lowest responsible bidder, for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral “B” to Cactus Avenue project, authorize the City Manager to execute the construction contract with Hillcrest, authorize the issuance of a Purchase Order to Hillcrest in the amount of \$3,939,216.13 (\$3,282,680.11 for the Base Bid and awarded Alternates, plus 20% contingency) when the contract has been signed by all parties, authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest, up to but not to exceed the Purchase Order contingency of \$656,536.02, subject to the approval of the City Attorney, and 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 Hillcrest, if no

claims are filed against the project. *This alternative will allow for much needed improvements.*

2. Do not award the construction contract to Hillcrest Contracting, Inc. (Hillcrest), 1467 Circle City Drive, Corona, CA 92879, the lowest responsible bidder, for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral “B” to Cactus Avenue project. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

On April 10, 2012, staff requested and the City Council granted a new appropriation of \$5,110,000 in TUMF funds to Account No. 415.70125 and a reappropriation of \$262,000 from the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue project (Account No. 415.70225) to the Perris Boulevard Widening from Perris Valley Storm Drain Lateral “B” to Cactus Avenue project (Account No. 415.70125). Altogether, total TUMF funding for this project is \$5,665,000. TUMF funding will pay for the construction phase of this project, although there are some minor administrative and ancillary expenses that may be paid by DIF funds. There is no impact on the City’s General Fund.

AVAILABLE EXPENDITURE FUNDS:

Available Budgeted TUMF Funds Perris Boulevard Widening / Perris Valley Storm Drain Lateral “B” to Cactus Avenue (Acct. No. 415.70125)	\$5,665,000
Available Budgeted DIF Funds Perris Boulevard Widening / Perris Valley Storm Drain Lateral “B” to Cactus Avenue (Acct. No. 416.78526)	<u>\$80,000</u>
Available and Proposed Expenditure Funds	\$5,745,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Design Support Services during Construction	\$161,000
Contractor Construction Costs (includes 20% contingency).....	\$3,940,000
Construction Geotechnical Services.....	\$109,000
Construction Survey Services	\$129,000
Project Management and City Inspection.....	\$220,000
Administrative and Miscellaneous	<u>\$100,000</u>
Total Estimated Construction Related Costs	\$4,659,000

ANTICIPATED SCHEDULE:

Advertise / Bid / Award	April 2012 to June 2012
Construction	July 2012 to April 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 improve Perris Boulevard from Perris Valley Storm Drain Lateral “B” to Cactus Avenue, enhancing traffic circulation and increasing mobility. This project is primarily TUMF funded. Staff is requesting that City Council approve the construction contract with Hillcrest Contracting, Inc. so that these improvements can be constructed in a timely manner.

NOTIFICATION

Adjacent property owners, business owners, law enforcement, fire department and other emergency services responders in the area will be notified of the proposed construction.

ATTACHMENTS

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

Prepared By:
 Larry Gonzales
 Senior Engineer, P.E.

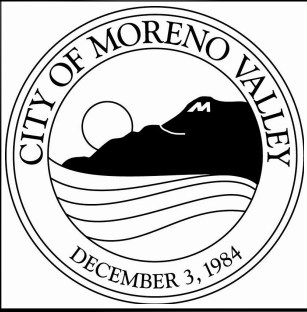
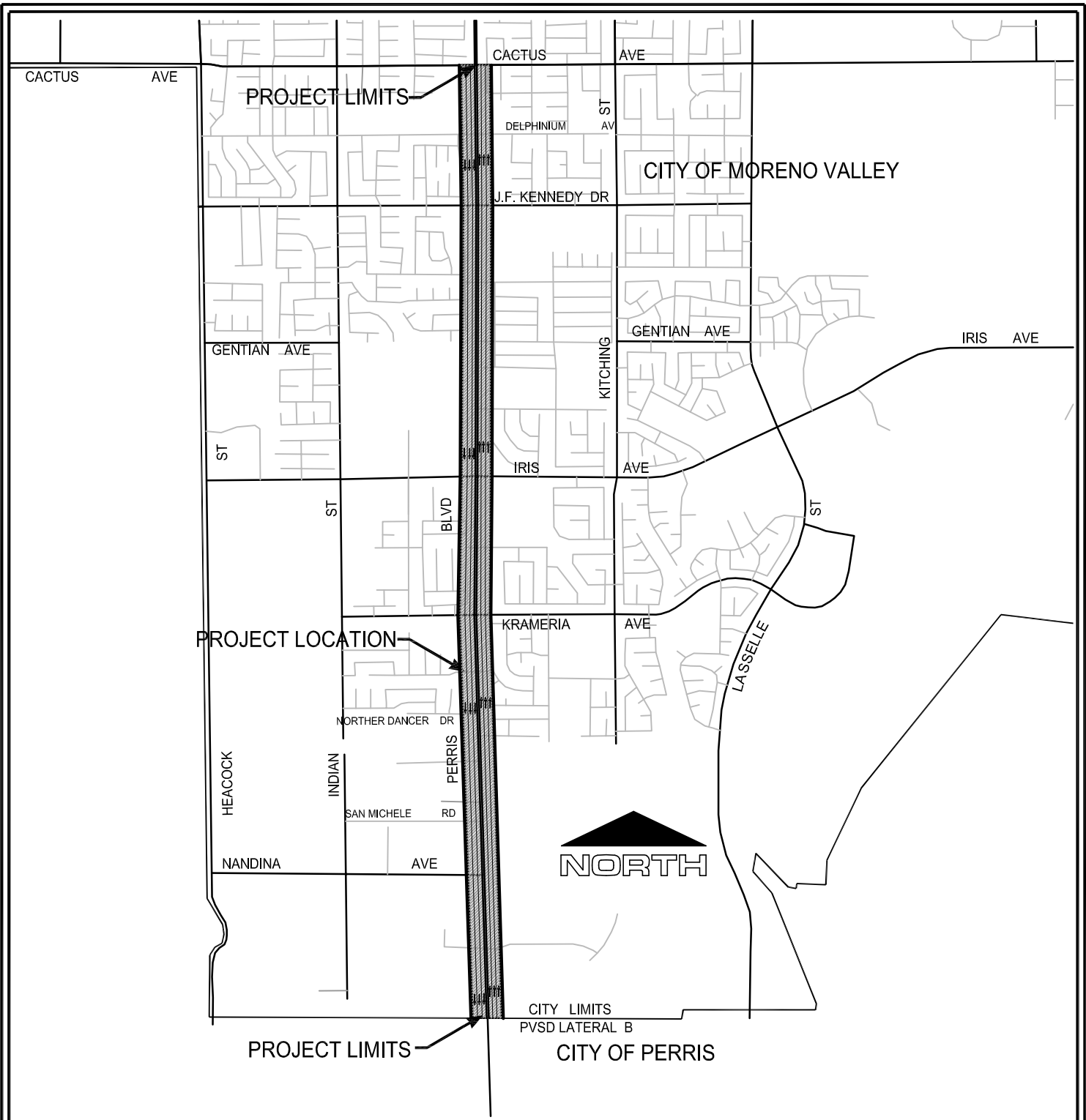
Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

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:

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Date: 26 Oct 09 - 10:22 am
 File: W:\CapProj\CapProj\PROJECTS\Larry - 11-41570125 Perris Blvd. from PVSD Lateral B to Cactus Ave\Design Phase\Auto CAD\Perris Widening from Cactus to PVSD Lat B Location Map for RCTC.dwg
 User: deepaks



LOCATION MAP

Public Works Department
 Capital Projects Division
 Scale: Not to scale
 ATTACHMENT "A"

PERRIS BOULEVARD WIDENING
 FROM
PVSD LATERAL "B" TO CACTUS AVE.

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Agreement No. _____

AGREEMENT

PROJECT NO. 11-41570125

PERRIS BOULEVARD IMPROVEMENTS
Perris Valley Storm Drain (PVSD) Lateral "B" to Cactus Avenue

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 **Hillcrest Contracting, Inc.**, 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. 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 and 2, inclusive, issued prior to the opening of the Bids
- E. City Special Provisions, including the General Provisions and Technical Provisions
- F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- G. Reference Specifications/Reference Documents
- H. Project Plans
- I. City Standard Plans
- J. Caltrans Standard Plans
- K. Other Agency Standard Plans
 - Riverside County Flood Control and Water Conservation District (RCFC&WCD) Standard Plans
 - Standard Plans for Public Works Construction (SPPWC/APWA)
 - County of Riverside Standard Plans
- L. The bound Bidding Documents
- M. Contractor's Certificates of Insurance and Additional Insured Endorsements
- N. Contractor's Bidder's Proposal 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 were provided to the Contractor for informational purposes:

- A. Geotechnical Report

STANDARD FORM OF AGREEMENT

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.

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 Alternates, 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 Alternates, if any, awarded by the City is Three Million Two Hundred Eighty Two Thousand Six Hundred Eighty Dollars and Eleven Cents (\$3,282,680.11) ("Contract Price"). The Alternates selected by the City and included in the Contract are: Alternate One, Alternate Two, Alternate Three, Alternate Four, Alternate Five, and Alternate Six. 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. Contract Time. The Contract Time shall be 220 working days determined in accordance with the following:

Base Bids A & B	145 Working Days
Alternate #1	5 Working Days
Alternate #2	5 Working Days
Alternate #3	26 Working Days
Alternate #4	17 Working Days
Alternate #5	11 Working Days
<u>Alternate #6</u>	<u>11 Working Days</u>
Total	220 Working Days

B. 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." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **220 Working Days for the Base Bid plus Alternates #1 - #6.** 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 shall further specify that Contractor must complete the preconstruction requirements within **15 Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

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

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements 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 of Contractor persistently delays in providing the required documentation.

C. Notice to Proceed with Construction. After all preconstruction requirements are met in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements, 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.

D. Notice to Pothole Pole Foundation Locations and Notice to Proceed with Order of Materials. At the appropriate time, as determined by the City and per these Specifications, the City will issue the Notice to Pothole Pole Foundation Locations and the Notice to Proceed with Order of Materials.

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 **\$870.00 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), the Moreno Valley Community Services District (CSD), the [Riverside County Transportation Commission \(RCTC\)](#), the [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 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 [Riverside County Transportation Commission \(RCTC\)](#), the [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 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 [Riverside County Transportation Commission \(RCTC\)](#), the [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 in this Paragraph 7 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 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.

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 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), the Moreno Valley Community Services District (CSD), [the Riverside County Transportation Commission \(RCTC\)](#), [the 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 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.

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

Hillcrest Contracting, Inc.

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ 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.

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

AGREEMENT 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 \$ _____

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

PROJECT NO. 11-41570125

**PERRIS BOULEVARD IMPROVEMENTS
Perris Valley Storm Drain (PVSD) Lateral "B" to Cactus Avenue**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Hillcrest Contracting, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-41570125**, 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

FAITHFUL PERFORMANCE BOND

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.

(SIGNATURE PAGE FOLLOWS)

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.

- 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

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

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

BOND NO. _____

PREMIUM \$ _____

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

**PROJECT NO. 11-41570125
PERRIS BOULEVARD IMPROVEMENTS
Perris Valley Storm Drain (PVSD) Lateral "B" to Cactus Avenue**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Hillcrest Contracting, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-41570125**, 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 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 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)

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)

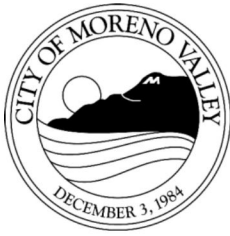
- Partner (s)
- Attorney-in-Fact
- Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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



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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: June 12, 2012

TITLE: ACCEPTANCE AND APPROPRIATION OF \$1,000,000 STATE-LOCAL PARTNERSHIP PROGRAM (SLPP) FUNDS FOR THE SR-60/NASON STREET OVERCROSSING IMPROVEMENT PROJECT – PROJECT NO. 07-41570024

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept and appropriate the \$1,000,000 State-Local Partnership Program (SLPP) grant for the SR-60/Nason Street Overcrossing Improvement Project from the California Transportation Commission (CTC).

BACKGROUND

In August 2011, the City submitted an application for \$1,000,000 in State-Local Partnership Program (SLPP) funding for the SR-60/Nason Overcrossing Improvement project. The City was notified by the State in October 2011 that the SR-60/Nason Overcrossing project application was successful and the project was placed on the approved CTC list for \$1,000,000 in future programming of construction funds.

DISCUSSION

The SR-60/Nason Overcrossing project is nearing the construction phase. Consequently, the CTC allocated the \$1,000,000 SLPP grant at its May 23, 2012 meeting. The City Council needs to accept the grant in order to program the funds. Once SLPP funds are allocated by the CTC, the City has until November 30, 2012 to award the project for construction. Plans are complete and are undergoing final approval by Caltrans and final programming by the Riverside County Transportation Commission (RCTC).

The City Council is also requested to appropriate the \$1,000,000 SLPP grant for the SR-60/Nason Overcrossing Project in order to include the funds in the FY 2011/2012 project budget.

The City will be required to execute a Program Supplement Agreement (PSA) in order to receive reimbursement for project expenditures. On May 24, 2011, the Council approved Resolution No. 2011-43, authorizing the Public Works Director/City Engineer to execute all future PSAs between the State of California and the City. For this project, the Public Works Director/City Engineer will execute the PSA as soon as received, in order to receive timely reimbursement.

ALTERNATIVES

1. Accept and appropriate the \$1,000,000 State-Local Partnership Program (SLPP) grant for the SR-60/Nason Street Overcrossing Improvement Project from the California Transportation Commission (CTC). *This alternative will allow the City to receive state reimbursement for this project.*
2. Do not accept and appropriate the \$1,000,000 State-Local Partnership Program (SLPP) grant for the SR-60/Nason Street Overcrossing Improvement Project from the California Transportation Commission (CTC). *This alternative will not allow for SLPP reimbursement funds for this project.*

FISCAL IMPACT

The project is currently funded using Successor Agency TABS (Fund 797), Transportation Uniform Mitigation Fees (Design Phase - Fund 415), Developer In-lieu Street Improvement Funds (Fund 414), and DIF Interchange Improvements Capital Projects Funds (Fund 418). These funds have been allocated for the SR-60/Nason Overcrossing improvement project and cannot be utilized for operational activities. Acceptance of the \$1,000,000 SLPP grant requires an equivalent \$1,000,000 local match from DIF funds. There is no impact to the General Fund.

AVAILABLE FUNDS - FY 2011/2012

FY 2011/2012 Developer In-lieu Street Improvement Funds (Account 414.80429)	\$ 30,000
FY 2011/2012 RDA Funds (Account 897.91728)*	\$ 570,000
FY 2011/2012 Successor Agency to RDA Funds (Account 797.79718)	\$15,578,000
FY 2011/2012 SLPP Grant Funding	\$ 1,000,000
FY 2011/2012 DIF Interchange Improvements Capital Projects Funds (Account 418.83640) -- Local Match Required Per Grant	<u>\$ 1,000,000</u>
Total FY 2011/2012 Project Budget	<u>\$18,178,000</u>

**Expended prior to February 1, 2012*

ANTICIPATED PROJECT SCHEDULE

Advertise Project*June 2012
 Begin Construction*November 2012
 Complete Construction*January 2014
 * Contingent upon reprogramming of funds by Caltrans and RCTC prior to advertisement

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 I the community, control the number and severity of fire and hazardous materials incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

Staff requests the City Council to accept and appropriate the \$1,000,000 State-Local Partnership Program (SLPP) grant.

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

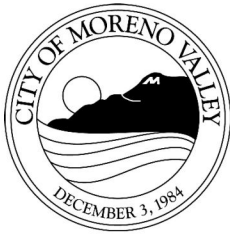
Department Head Approval:
 Ahmad R. Ansari, P.E.
 Public Works Director/City Engineer

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:

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: June 12, 2012

TITLE: NOTICE OF COMPLETION AND ACCEPTANCE OF STREET IMPROVEMENTS FOR LOCAL STREET PAVEMENT RESURFACING – PROJECT NO. 12-22679728

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the work as complete for the Local Street Pavement Resurfacing 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 at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.
3. Authorize the Financial & 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.
4. Accept the improvements into the City's maintained road system.

BACKGROUND

On January 10, 2012, the City Council awarded a construction contract and authorized the issuance of a Purchase Order in the amount of \$831,230.40 to All American Asphalt (All American) for the construction of local street pavement resurfacing at various locations. The project included resurfacing fifteen (15) local streets with applications of Asphalt Rubber Aggregate Membrane (ARAM) and slurry seal. The City issued a Notice to Proceed to All American to start work on February 29, 2012.

DISCUSSION

All American completed construction of the Local Street Pavement Resurfacing on April 30, 2012. The project resurfaced fifteen (15) local streets at various locations. All American's contracted items of work included preparing existing pavement surfaces, performing pavement crack sealing, removing and replacing any areas of existing pavement that were heavily distressed or weathered, applying a layer of crushed rock or aggregate chips with an asphalt emulsion binder to the existing pavement surfaces, and finally applying a layer of slurry seal to cover the aggregate chips. The project also included the reconstruction of sixteen (16) existing access ramps in the vicinity of the project to meet current ADA standards.

The project enhances the drivability and appearance of the streets and protects the pavement against environmental effects, prolonging the service life of the pavement. The contractor completed the project at a total construction cost of \$696,408.64, inclusive of one (1) Contract Change Order for the amount of \$3,716.64. The final contract cost did not exceed the approved purchase order amount of \$831,230.40. The project was completed ahead of schedule, within budget, and in accordance with the project's contract documents.

The project received favorable responses from residents living on these streets. A number of residents living on Lombardy Lane, Sage Grouse Lane, San Fernando Street, Rio Grande Drive, and other streets thanked the City for the great work in improving the neighborhood and enhancing safety for the residents.

ALTERNATIVES

1. Accept the work as complete for the Local Street Pavement Resurfacing constructed by All American Asphalt, PO Box 2229, Corona, CA 92878, direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial & 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 accept the improvements into the City's maintained road system. *This alternative will allow payment to the Contractor and acceptance of the improvements into the City's maintained road system.*
2. Do not accept the work as complete for the Local Street Pavement Resurfacing constructed by All American Asphalt, PO Box 2229, Corona, CA 92878. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra costs to the City.*

FISCAL IMPACT

The construction phase of this project is included in the Fiscal Year 2011/2012 Capital Improvements Project Budget and financed by Measure A funds (Fund 125), and remaining Proposition 1B funds (Fund 226). The funding for this project is restricted to street rehabilitation or improvements. There is no impact to the General Fund.

AVAILABLE FUNDS

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	\$ 730,400
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	<u>\$ 341,100</u>
Total Available Funds.....	\$1,071,500

CONSTRUCTION-RELATED COSTS

Contractor Construction Costs	\$ 696,400
Construction Geotechnical Services	\$ 16,000
Construction Survey Services	\$ 35,000
Project Administration and Inspection (by City staff & consultants).....	<u>\$ 40,000</u>
Total Estimated Construction Related Costs.....	\$ 787,400

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

SUMMARY

All American Asphalt completed construction of the Local Street Pavement Resurfacing Project on April 30, 2012. Staff requests the City Council to accept the work as complete, authorize recordation of the Notice of Completion at the County Recorder, and authorize the release of retention money to All American Asphalt thirty-five (35) calendar days after the date of recordation of the Notice of Completion.

ATTACHMENTS

Attachment “A” – Location Map

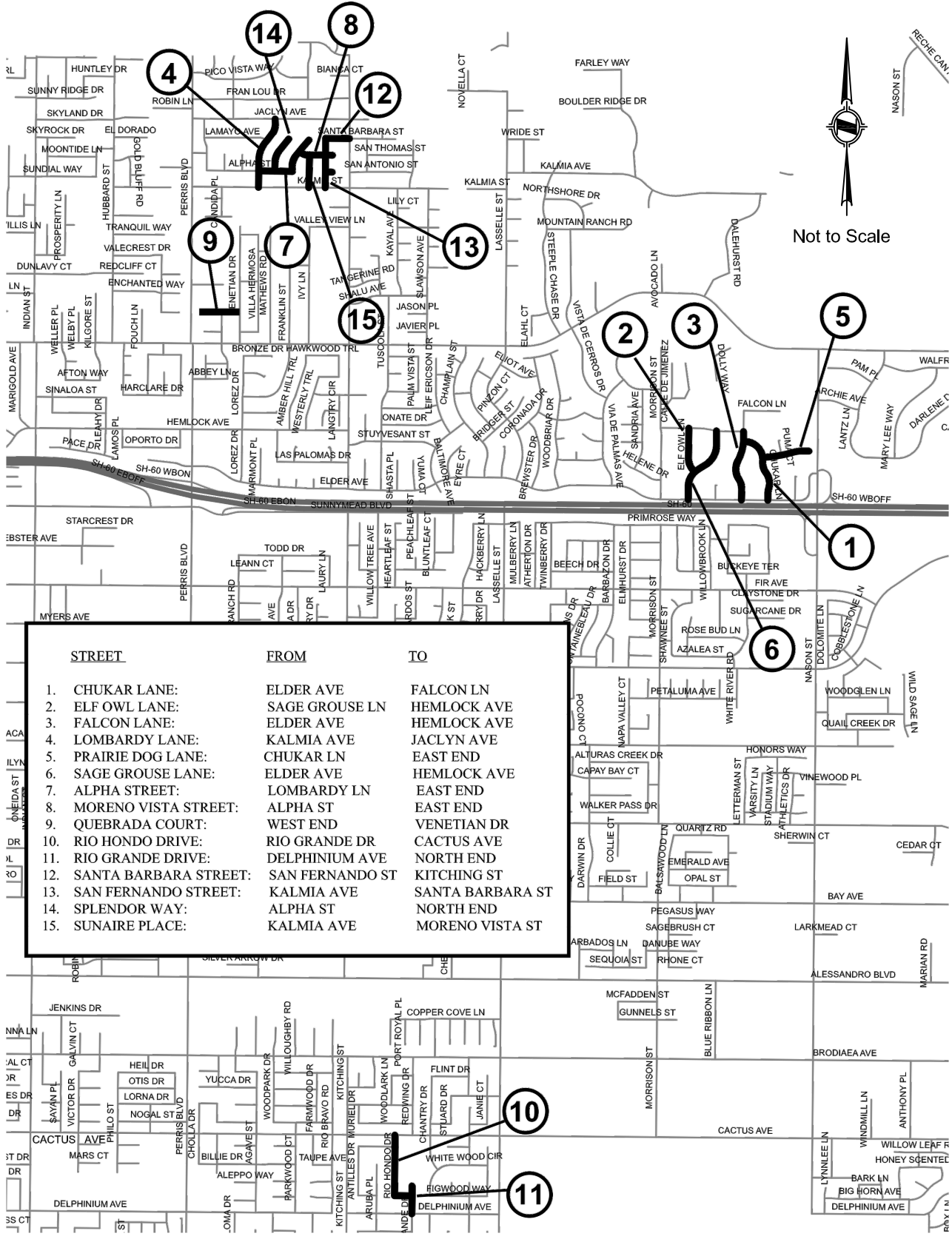
Prepared By:
Quang Nguyen, P.E.
Senior Engineer

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:

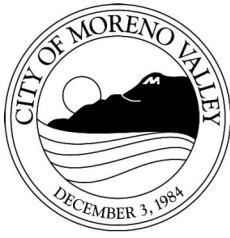
CITY OF MORENO VALLEY - PUBLIC WORKS DEPARTMENT



ATTACHMENT "A" - LOCATION MAP

LOCAL STREET PAVEMENT RESURFACING - PROJECT NO. 12-22679728

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

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the Legislative Body of Moreno Valley Community Facilities District No. 4-Maintenance

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

AGENDA DATE: June 12, 2012

TITLE: APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2012/13

RECOMMENDED ACTION

Staff recommends that the City Council acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 4-Maintenance (“CFD No. 4-M” or “District”) approve and adopt Resolution No. 2012-39 approving the calculation of the Community Facilities District No. 4-M maximum special tax rate for Fiscal Year 2012/13.

BACKGROUND

Centerpointe Business Park is an industrial development area, which is generally located north of Cactus Avenue, south of Alessandro Boulevard, east of Frederick Street, and west of Heacock Street. As a condition of development, stormwater detention basin improvements were constructed to accommodate stormwater runoff within the Centerpointe Business Park industrial development area and adjoining properties.

On October 25, 2005, City Council adopted Resolution No. 2005-97 to form and establish CFD No. 4-M, to provide funding for stormwater facilities maintenance, and to authorize the submittal of the levy of special taxes on properties within the Centerpointe Business Park industrial development, including adjacent properties that may in the future be annexed into CFD No. 4-M. Maintenance, as defined in the resolution to form CFD No. 4-M includes, but is not limited to, the provisions of all labor, materials, administration, equipment, utilities, and incidental expenses necessary to provide maintenance of the stormwater facilities.

DISCUSSION

The City Council shall consider authorizing the City Treasurer to levy the special tax in accordance with the rate and method of apportionment of the special tax ("RMA") to cover the fiscal year ("FY") 2012/13 special tax requirement for CFD No. 4-M. Detailed within the Preliminary Annual Special Tax Report ("Report") is a description of the District proceedings, identification of participating parcels, description of maintenance services to be provided, and the projected special tax to be levied for FY 2012/13. Following the submission of the annual special taxes to the County of Riverside, the City shall prepare and file with the City Treasurer the final Annual Report, which shall identify the final calculation of the applied annual special tax rate.

The maximum annual special tax for each tributary assessor's parcel of developed and undeveloped property, as established by the RMA, shall be increased each FY thereafter, beginning in July 2007, by an amount equal to the Engineering News-Record Building Cost Index ("BCI") for the City of Los Angeles, measured as of the end of the calendar year. For FY 2012/13 the maximum special tax will be increased by 1.58% to \$0.009119 per square foot of land area, based on the increase in the BCI. The special tax levy shall be applied proportionately on each parcel of developed and undeveloped property within the boundaries of CFD No. 4-M up to 100% of the applicable maximum annual special tax. The special tax levy per parcel will be collected on the Riverside County property tax bill. However, the special tax levy for the United States Postal Service, assessor parcel number 297-170-071, shall be direct billed.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** approving the calculation of the CFD No. 4-M maximum special tax rate for FY 2012/13. *This approval will allow collection of the special taxes necessary to fund ongoing maintenance and administrative costs associated with stormwater and detention basin facilities to service the properties within the boundaries of CFD No. 4-M.*
2. **Do not approve or adopt the proposed resolution** approving the calculation of the CFD No. 4-M maximum special tax rate for FY 2012/13. *If the special tax levy is not approved, there may be a shortage of funds necessary to fund ongoing maintenance and administrative costs associated with stormwater and detention basin facilities to service the properties within the boundaries of CFD No. 4-M.*

FISCAL IMPACT

There is no impact on the General Fund regarding the levy of the special tax for CFD No. 4-M. The fiscal impact for CFD No. 4-M will be a levy of a special tax applied to the property owner's FY 2012/13 tax bill or by direct bill. The special tax levied on properties within the boundaries of CFD No. 4-M can only be used to fund the annual stormwater facilities maintenance and administration for this District. Properties within the boundaries of CFD No. 4-M consists of commercial and industrial developments; residential properties are not affected by this special tax levy.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to fund CFD No. 4-M services shall be collected in accordance with the provisions outlined within the RMA. The special tax provides funding for program costs, which include maintenance and administration.

SUMMARY

The City Council shall consider authorizing the City Treasurer to levy the special tax in accordance with the RMA to cover the FY 2012/13 special tax requirement for CFD No. 4-M to provide funding for ongoing maintenance and administrative services for the stormwater and detention basin improvements.

EXHIBITS

- EXHIBIT A Resolution Approving the Calculation of the CFD No. 4-M Maximum Special Tax Rate for FY 2012/13
- EXHIBIT B Boundary Map of CFD No. 4-M
- EXHIBIT C Future Annexation Area Map of CFD No. 4-M

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 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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RESOLUTION NO. 2012-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2012/13

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 4-Maintenance ("CFD No. 4-M" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 697 ("Ordinance") approving the rate and method of apportionment of special taxes ("RMA") to authorize a levy of a special taxes within CFD No. 4-M; and

WHEREAS, Ordinance authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the RMA; and

WHEREAS, the County of Riverside requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, the City has prepared and submitted the Preliminary Annual Special Tax Report ("Report") for FY 2012/13; and a copy of said Report is on file in the office of the City Treasurer and is incorporated herein by this reference as if fully set forth; and

WHEREAS, following the submission of the annual special taxes to Riverside County, the City shall prepare and file in the office of the City Treasurer the final Annual Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax.

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

EXHIBIT A

Resolution No. 2012-39
Date Adopted: June 12, 2012

1. That the above recitals are all true and correct.

2. That the Report for FY 2012/13, as on file in the office of the City Treasurer, is hereby received and filed.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the RMA required to cover the annual special tax requirement, up to the maximum special tax, for CFD No. 4-M as set forth in the Report and hereby is levied during FY 2012/13 against the parcels within the District.

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-39
Date Adopted: June 12, 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. 2012-39 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

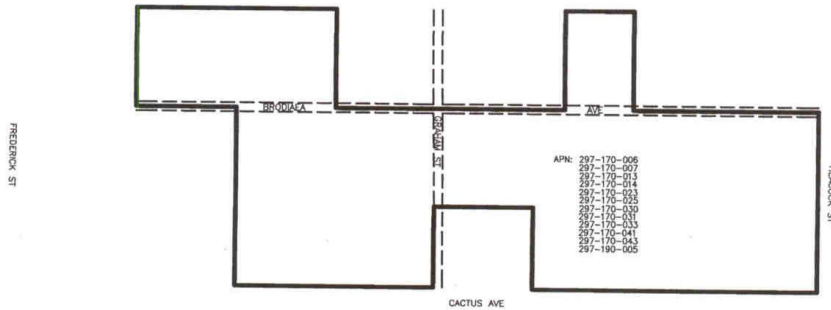
(SEAL)

Resolution No. 2012-39
Date Adopted: June 12, 2012

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PROPOSED BOUNDARY OF
COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE
OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA



VICINITY MAP
NO SCALE
LEGEND
DISTRICT BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS
FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20th DAY OF September 2005.
Margaret Brown
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 4 – MAINTENANCE, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AT A REGULARLY SCHEDULED MEETING, THEREOF, HELD ON THE 13th DAY OF September, 2005. BY ITS RESOLUTION No. 2005-07152-79
Margaret Brown
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS 22nd DAY OF September 2005, AT THE HOUR OF 8 O'CLOCK P.M. IN BOOK 67 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. 78 THROUGH 83 AS INSTRUMENT NO. 2005-07152-79 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE \$ 7.00

PROPOSED BOUNDARY MAP

Proposed Boundary of
Community Facilities District No. 4-Maintenance
of the City of Moreno Valley
County of Riverside, California

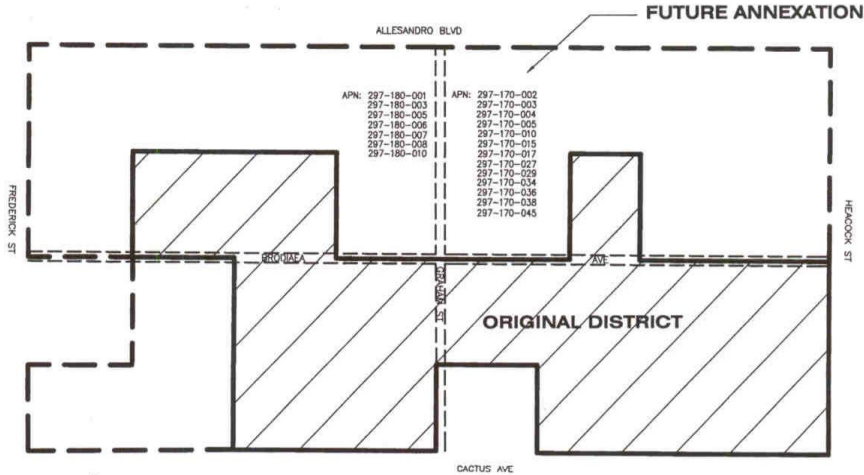
Sheet 1 OF 1

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 655-3999 • FAX (949) 655-3995

EXHIBIT B

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FUTURE ANNEXATION AREA OF
 COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE
 OF THE CITY OF MORENO VALLEY
 COUNTY OF RIVERSIDE,
 STATE OF CALIFORNIA



VICINITY MAP
 NO SCALE
 LEGEND

————— DISTRICT BOUNDARY
 - - - - - FUTURE ANNEXATION AREA

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS
 FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20th DAY OF September, 2005.
Margaret Chan
 CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 4 – MAINTENANCE, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULARLY SCHEDULED MEETING, THEREOF, HELD ON THE 13th DAY OF September, 2005, BY ITS RESOLUTION No. 2005-86.
Margaret Chan
 CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS 22nd DAY OF September, 2005, AT THE HOUR OF 8 O'CLOCK A.M. IN BOOK 64 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. AT THROUGH — AS INSTRUMENT NO. 2005-0785280 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
A. Lewis
 COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE \$ 7.00

PROPOSED BOUNDARY MAP

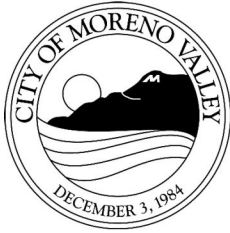
Future Annexation Area of
 Community Facilities District No. 4–Maintenance
 of the City of Moreno Valley
 County of Riverside, California

Sheet 1 of 1

HARRIS & ASSOCIATES
 34 Executive Park, Suite 150
 Irvine, CA 92614
 (949) 655-3500 • Fax (949) 655-3985

EXHIBIT C

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

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the Legislative Body of Moreno Valley Community Facilities District No. 5

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

AGENDA DATE: June 12, 2012

TITLE: APPROVING THE CALCULATION OF THE MAXIMUM SPECIAL TAX FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 FOR FISCAL YEAR 2012/13

RECOMMENDED ACTION

Staff recommends that the City Council acting in its capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt Resolution No. 2012-40 approving the calculation of the maximum special tax for Moreno Valley Community Facilities District No. 5 for Fiscal Year 2012/13.

BACKGROUND

Community Facilities District No. 5 ("CFD No. 5" or "District") consists of Stoneridge Towne Centre, which is zoned for commercial/retail use. The site, located at the northeast corner of the Nason Street and Fir Avenue, is approximately 64 gross acres, of which 33 are net taxable acres.

On October 25, 2005, City Council adopted Resolution No. 2005-104 to form CFD No. 5 to finance the capital costs related to the Stoneridge Towne Centre commercial development for street improvements (Nason Street, Dracaea Avenue, Eucalyptus Avenue, and Fir Avenue), traffic signals, water, sewer, drainage, and electrical improvements.

The special tax is applied only to those taxable parcels within the District boundaries, excluding parcels not subject to the special tax. The special tax obligation for parcels owned by Target Corp and Kohl's Dept. Stores, Inc. has been prepaid. These parcels

are no longer subject to the special tax. The special tax levy is levied on taxable parcels on the annual Riverside County property tax bills.

California Government Code Sections 53410 and 53411 (“Code Sections”) state that any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures that include, but are not limited to, the chief fiscal officer of the issuing local agency filing an Annual Accountability Report with its governing body at least once a year. The Annual Accountability Report shall contain the specific purpose of the bonds, both the amount of funds collected and expended, and the status of any project required or authorized to be funded as identified in the statement indicating the specific purpose of the bonds.

DISCUSSION

Each year during the term of the debt, an Annual Special Tax Report is filed with the City Council. Detailed within the Preliminary Annual Special Tax Report are the total annual debt service, administrative requirements, and the calculation of the special tax levy, as per the rate and method of apportionment (“RMA”), to meet the Fiscal Year (“FY”) 2012/13 special tax requirement.

The CFD No. 5 Annual Accountability Report provides the following accountability measure as required by the Code Sections:

- a) The amount of funds collected and expended; and
- b) The status of the project.

The Annual Special Tax Report and the Annual Accountability Report have been consolidated into the FY 2012/13 Annual Special Tax and Bond Accountability Report, which is on file in the office of the City Treasurer. A final Report will be filed with the City Treasurer after the submittal of the special taxes has been accepted by the County of Riverside.

Ordinance No. 701, adopted on November 8, 2005, authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the RMA.

The maximum annual special tax for developed and undeveloped property has been established by the RMA at \$10,652.00 per acre for FY 2006/07. Per the RMA, the maximum annual special tax shall be increased by an amount equal to two percent (2%) each fiscal year in order to meet the annual special tax requirement. The maximum special tax rate for FY 2012/13 is \$11,995.86 per acre. Subsequent increases, not addressed in the RMA, will be subject to a two-thirds voter approval of the property owners.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** approving the calculation of the maximum special tax for Moreno Valley Community Facilities District No. 5 for FY 2012/13. *Approval of the resolution will allow for the collection of the special taxes necessary to cover the annual debt service for CFD No. 5 and to ensure compliance with the Code Sections.*
2. **Do not approve or adopt the proposed resolution** approving the calculation of the maximum special tax for Moreno Valley Community Facilities District No. 5 for FY 2012/13. *If the special tax levy was not approved, there may be a shortage of funds necessary to cover the annual debt service for CFD No. 5. Bond reserves would be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting viability of future bond sales. Failure to file the Annual Special Tax and Bond Accountability Report would be a violation of the Code Sections.*

FISCAL IMPACT

There is no fiscal impact on the General Fund associated with the annual special tax requirement or for the submittal of the Annual Special Tax and Bond Accountability Report for CFD No. 5. The fiscal impact will be a special tax applied to the FY 2012/13 Riverside County property tax bills for those parcels subject to the CFD No. 5 special tax. The special tax levied on properties within the boundaries of CFD No. 5 can only be used to cover the annual special tax requirement for the District.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to cover the annual debt service for CFD No. 5 shall be collected in accordance with the provisions outlined within the RMA.

SUMMARY

The City Council acting in its capacity as the legislative body of CFD No. 5 shall consider authorizing the City Treasurer to levy the special tax in accordance with the RMA to cover the FY 2012/13 special tax requirement for CFD No. 5 to provide funding for the annual debt service and administrative expenses.

EXHIBITS

- EXHIBIT A Resolution approving the calculation of the maximum special tax for CFD No. 5 for FY 2012/13
- EXHIBIT B Boundary Map of Community Facilities District No. 5

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Ahmad R. Ansari,
Public Works Director/City Engineer

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

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

RESOLUTION NO. 2012-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM SPECIAL TAX FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 FOR FISCAL YEAR 2012/13

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 5 (“CFD No. 5” or “District”) pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 701 (“Ordinance”) to authorize a levy of a special tax within CFD No. 5; and

WHEREAS, on May 31, 2007, the City of Moreno Valley issued the Community Facilities District No. 5, 2007 Special Tax Bonds in the amount of \$5,870,000; and

WHEREAS, Ordinance authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the Rate and Method of Apportionment; and

WHEREAS, the County of Riverside requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, Government Code §53410 requires that on or after January 1, 2001, any bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and

WHEREAS, Government Code §54311 requires the chief fiscal officer of the issuing local agency to file an Annual Accountability Report with its governing body no later than January 1, 2002, and at least once a year thereafter; and

WHEREAS, The City has prepared and submitted the Preliminary Special Tax and Bond Accountability Report (“Report”) for fiscal year (“FY”) 2012/13; and a copy of

EXHIBIT A Resolution No. 2012-40
Date Adopted: June 12, 2012

said Report is on file in the office of the City Treasurer and is incorporated herein by this reference as if fully set forth; and

WHEREAS, following the submission of the annual special taxes to Riverside County, the City shall prepare and file in the office of the City Treasurer the final Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax.

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

1. That the above recitals are all true and correct.
2. That the Report for FY 2012/13, as on file in the office of the City Treasurer, is hereby received and filed.
3. That this legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file in the office of the City Treasurer for review by the public upon request.
4. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the Rate and Method of Apportionment, as required to cover the annual special tax requirement, up to the maximum special tax, for CFD No. 5 as set forth in the Report and hereby is levied during FY 2012/13 against the parcels within the District, excluding parcels not subject to the special tax.

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-_____
Date Adopted: June 12, 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-_____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

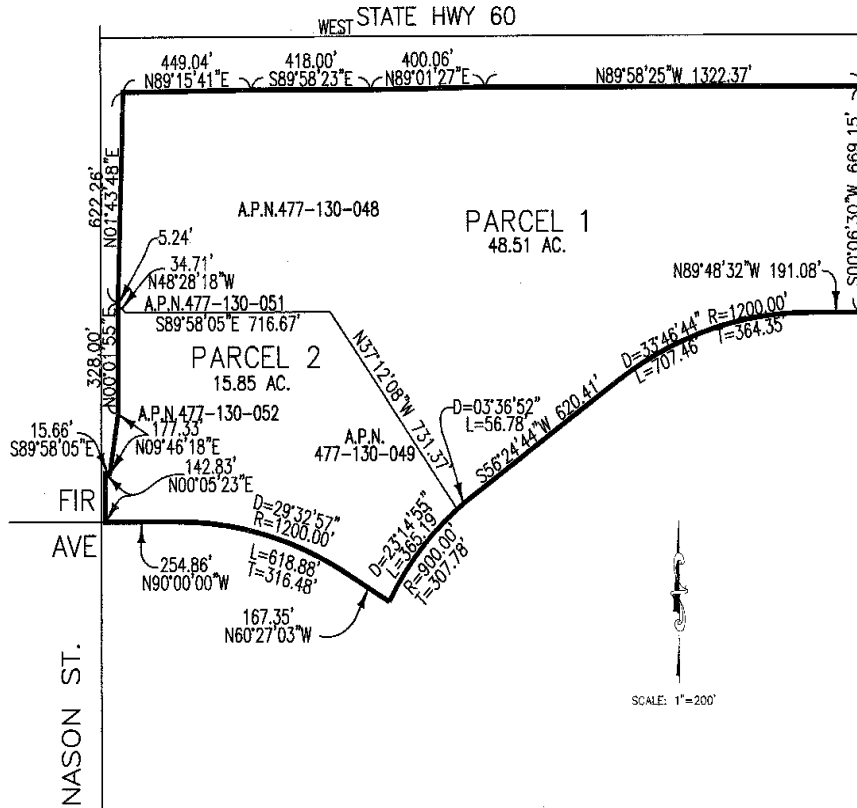
(SEAL)

Resolution No. 2012-_____
Date Adopted: June 12, 2012

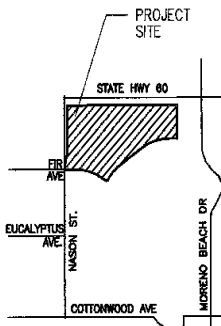
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6/20
city

PROPOSED BOUNDARY OF
COMMUNITY FACILITIES DISTRICT No. 5
OF THE CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA



SCALE: 1"=200'



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20th DAY OF July, 2005.
Marcelo J. Torres
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 5 CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE 18th DAY OF September, 2005, BY ITS RESOLUTION NO. 4946-78.
Marcelo J. Torres
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS 20th DAY OF September, 2005, AT THE HOUR OF 8 O'CLOCK AM IN BOOK 64 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. 20 THROUGH 20 AS INSTRUMENT NO. 2005-070202 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
[Signature]
COUNTY RECORDER OF THE COUNTY OF RIVERSIDE FEE \$ 7

REFER TO THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

LEGEND
— DISTRICT BOUNDARY

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 655-5900 • FAX (949) 655-3895

PROPOSED BOUNDARY MAP

Community Facilities District No. 5
of the City of Moreno Valley
County of Riverside, California

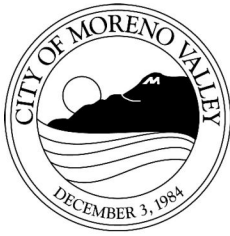
Sheet 1 OF 1

04/22/05

D:\Moreno Valley\0736\Map\CFD No 5 - Stakeup Rev04.dwg

EXHIBIT B

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

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the Legislative Body of the Moreno Valley Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing)

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

AGENDA DATE: June 12, 2012

TITLE: APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2012/13

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 3 (Auto Mall Refinancing) ("CFD No. 3" or "District"), approve and adopt Resolution No. 2012-41 to approve the calculation of the Community Facilities District No. 3 maximum special tax rate for Fiscal Year (FY) 2012/13.

BACKGROUND

The City of Moreno Valley Community Facilities District No. 2 (Auto Mall) ("CFD No. 2") formation permitted a bonded indebtedness in an amount not to exceed \$14,700,000. The sale of bonds in June 1989 financed the construction and acquisition of infrastructure improvements. Except for funds set aside for traffic signal construction at the eastbound off ramp of State Route 60 and Moreno Beach Dr., the improvements were declared complete in 1993, and the excess improvement funds were used to retire \$2,805,000 in bonds in December 1993. The traffic signal construction was completed June 14, 1996, and the remaining funds were used to call \$95,000 in bonds on June 2, 1997.

There were special tax payment delinquencies on eleven (11) parcels within CFD No. 2. Landmark Land Company of California failed to remit their payments starting with the April 10, 1994 through December 10, 1999 installments on nine parcels. Foreclosure proceedings began in May 1994. The foreclosure was delayed due to bankruptcy

proceedings against Oak Tree Federal Savings Bank, Landmark Land Company's parent corporation. On February 7, 1997, a judicial foreclosure sale was held at the Riverside County Courthouse. No bids were received for the properties. In addition to the nine Landmark Land Company delinquencies, the Federal Deposit Insurance Corporation (FDIC) failed to make the April 10, 1997, through December 10, 1999, payments on two (2) parcels.

The bonds defaulted in December of 1999, requiring City staff to work with the current auto dealerships and professional consultants to resolve the delinquencies by refinancing the outstanding debt and providing for the acquisition of the nonperforming parcels by new property owners.

On January 25, 2000, a Settlement Agreement, as developed through a combined effort of City staff, the Auto Mall dealerships, and professional consultants, was approved by the City Council. The City Council adopted the Amended and Restated Agreement on March 7, 2000. These agreements provided for the refinancing of the CFD No. 2 Special Tax Bonds and restructuring of the special taxes, remedied the Event of Default on December 1, 1999, reduced and discharged the delinquent ad valorem taxes and special taxes, provided for the disposition of the nonperforming parcels, facilitated development of the nonperforming parcels, established a defined interpretation of the calculation of special tax, and settled all claims. In March 2000, the City formed Community Facilities District No. 3 ("CFD No. 3") for the purpose of restructuring the special tax and issuing bonds to refinance CFD No. 2. On April 5, 2000, \$8,075,000 of CFD No. 3 bonds were sold to refinance the outstanding CFD No. 2 bonds. At formation of CFD No. 3, the rate and method of apportionment ("RMA") established a maximum special tax rate that could be levied against properties within CFD No. 3.

Proposition 218, a constitutional initiative known as the Right to Vote on Taxes Act, was approved by California voters in November of 1996. CFD No. 2 was established to finance the capital costs for public improvements, including grading, paving, sewers, sidewalks, landscaping, etc. Bonds were sold to provide the funding for acquisition of these improvements. Only properties benefiting from the improvements had annual special tax levies placed on the property tax roll to repay the bonded indebtedness. CFD No. 3 Special Tax Bonds, Series 2000 (the "Bonds"), were issued to refinance the CFD No. 2 bonds. Subsequent increases if required, not addressed in the March 7, 2000, CFD Report, will be subject to a two-thirds voter approval by the property owners.

DISCUSSION

The City Council shall consider authorizing the City Treasurer to levy the special tax in accordance with the rate and method of apportionment of the special tax ("RMA") for CFD No. 3, as submitted in the Special Tax Report on file in the office of the City Treasurer. Detailed within the Annual Special Tax Report is the calculation of the special tax levy as per the RMA to meet the FY 2012/13 special tax requirement. The maximum special tax rates are based upon the assigned zone and development status for each parcel within CFD No. 3, as determined by the timing of the building permit. Developed parcels are those parcels that have a building permit issued prior to January

of the current year. For each fiscal year following 2000/01, the Maximum Special Tax rates shall increase by an amount equal to 2% of the Maximum Special Tax in effect for the prior fiscal year. The Maximum Special Tax applicable to each parcel, or portion thereof, shall be obtained by multiplying the taxable acreage for the parcel or portion thereof by the appropriate maximum special tax rate for the parcel's assigned zone as shown within the table below.

<i>Community Facilities District No. 3 (Auto Mall Refinancing)</i> MAXIMUM SPECIAL TAX RATES BY LAND USE CLASSIFICATION FOR FISCAL YEAR 2012/13		
Zone	Developed Property	Undeveloped Property
A	NA*	NA*
B	\$15,219/Taxable Acres	\$8,224/Taxable Acres
C	\$10,145/Taxable Acres	\$3,412/Taxable Acres

**Based upon the application of the RMA, properties located within Zone A of CFD No. 3 are not taxable after FY 2009/10.*

The special tax levy is applied only to those taxable parcels within the boundaries of CFD No. 3 and will be collected on the annual tax bills prepared by the County of Riverside. The debt service shall be paid from a combination of CFD special taxes and tax increment.

ALTERNATIVES

1. **Approve and adopt the proposed resolution.** *Approving the resolution for the calculation of the CFD No. 3 maximum special tax rates for FY 2012/13 will allow collection of monies necessary to fund ongoing debt service and administrative services on CFD No. 3 Bonds.*
2. **Do not approve nor adopt the proposed resolution.** *If the resolution to implement the calculation of the maximum special tax rate is not approved to allow for the levy of the special tax for CFD No. 3 for FY 2012/13 there may be a shortage of funds necessary to pay the annual debt service on CFD No. 3 Bonds. Bond reserves cover the shortfall and/or the payments to the bondholders to prevent an event of default. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting viability of future bond sales.*

FISCAL IMPACT

The funds collected through the CFD No. 3 are restricted funds, which may only be used to pay the debt service for CFD No. 3. There are no general fund expenditures involved with this special tax obligation.

The fiscal impact will be a special tax applied to the FY 2012/13 tax bill for each taxable parcel within the boundary of CFD No. 3. Specific uses of parcel tax increment, as defined in various Participation Agreements, may offset the special tax. No single family residential property is affected by this special tax levy. The amounts of these individual charges are reported in the Preliminary Annual Special Tax Report on file in the office of the City Treasurer.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to repay the CFD No. 3 bonded indebtedness shall be collected in accordance with the provisions outlined within the RMA and the Bond Indenture.

SUMMARY

City Council, acting in its capacity as the legislative body of the Moreno Valley CFD No. 3, shall consider authorizing the City Treasurer to levy the special tax in accordance with the RMA to cover the FY 2012/13 special tax requirement for CFD No. 3.

NOTIFICATION

Not Applicable

EXHIBITS

- Exhibit A Resolution to Approve the Calculation of the CFD No. 3 Maximum Special Tax Rate for FY 2012/13
- Exhibit B Boundary Map of CFD No. 3

Prepared By
Sharon Sharp
Senior Management Analyst

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Candace E. Cassel
Special Districts Division Manager

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

RESOLUTION NO. 2012-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2012/13

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing) ("District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and,

WHEREAS, following approval by the qualified electors of the District, the City Council in its capacity as the legislative body of the District did adopt Resolution No. 2000-27 ("Resolution") approving the form of the Bond Indenture ("Indenture") terms and conditions pertaining to the issuance of the Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing) Special Tax Bonds, Series 2000 in the amount of \$8,075,000; and,

WHEREAS, Ordinance No. 565 authorizes the City Council, by resolution, to annually determine the special tax to be levied in the District; provided, however the special tax to be levied shall not exceed the authorized maximum special tax to be levied pursuant to the Rate and Method of Apportionment; and,

WHEREAS, the County of Riverside, State of California, (hereafter "County of Riverside") requires the adoption of an approved resolution by the legislative body of the District be submitted along with the annual special taxes to be levied on the Riverside County property tax bills; and,

WHEREAS, the calculation of the special tax is in compliance with the laws pertaining to the levy of the special tax; and,

WHEREAS, the City has prepared and submitted the Preliminary Annual Special Tax Report ("Report") for fiscal year ("FY") 2012/13, which fully sets forth all information concerning the District, which is on file in the office of the City Treasurer and is incorporated herein by this reference; and,

Exhibit A

Resolution No. 2012-41
Date Adopted: June 12, 2012

WHEREAS, following submission of the special taxes to the County of Riverside, the City shall prepare and file in the office of the City Treasurer the Final Annual Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax.

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

1. That the above recitals are all true and correct.
2. That the Report for FY 2012/13, as on file in the office of the City Treasurer, is hereby received and filed.
3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the Rate and Method of Apportionment as required to cover the annual debt service of Community Facilities District No. 3, up to the maximum special tax requirement as set forth in the Report and hereby is levied during FY 2012/13 against the parcels within the District, excluding parcels not subject to the special tax.

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-_____
Date Adopted: June 12, 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-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

(SEAL)

Resolution No. 2012-_____
Date Adopted: June 12, 2012

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Boundary Map

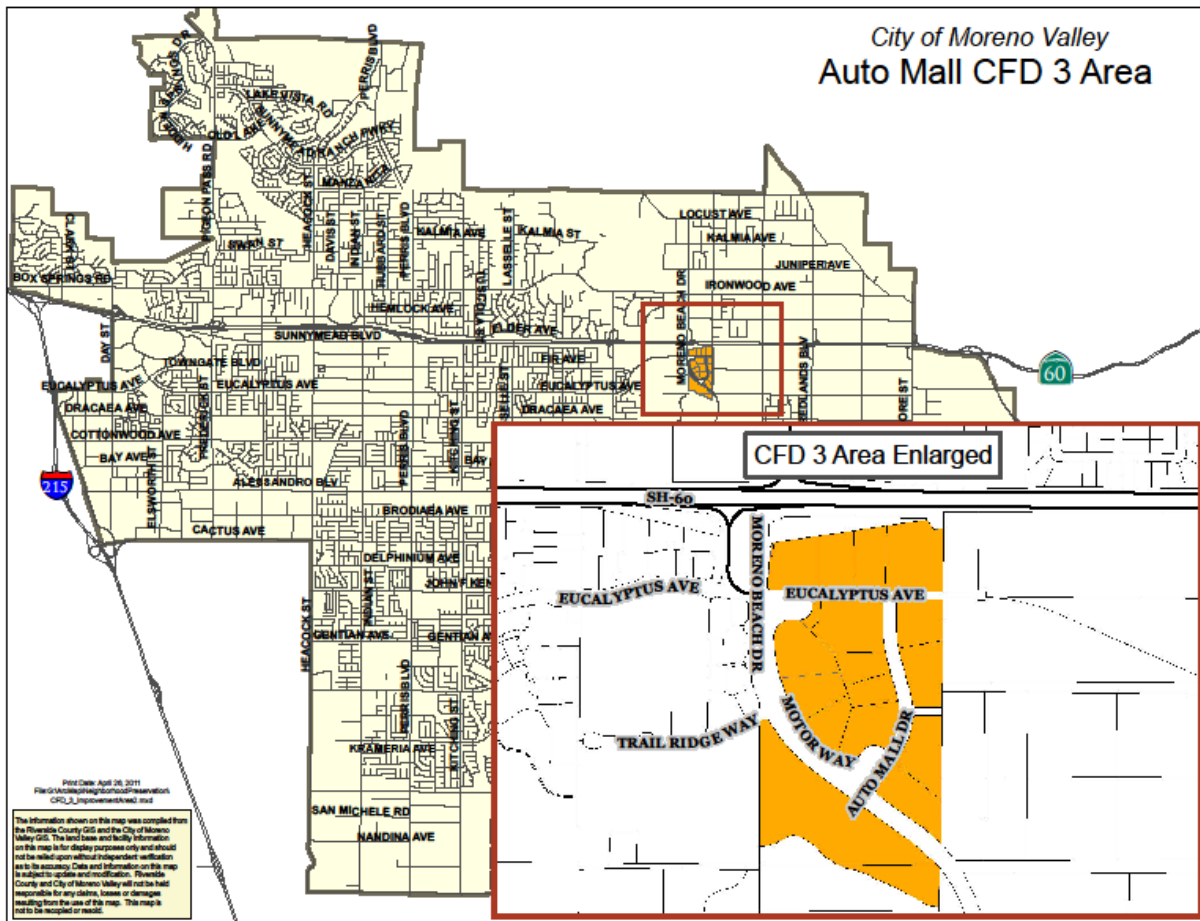
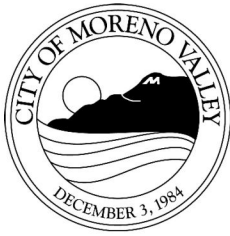


Exhibit B

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

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the Legislative Body of the Moreno Valley Community Facilities District No. 87-1 (Towngate)

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

AGENDA DATE: June 12, 2012

TITLE: APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2012/13

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) ("CFD No. 87-1" or "District") approve and adopt Resolution No. 2012-42 to approve the calculation of the Community Facilities District No. 87-1 Special Tax rate for fiscal year (FY) 2012/13.

BACKGROUND

As part of the formation proceedings, CFD No. 87-1 was authorized to issue bonds. In April 1988, the Series A Bonds were sold in the amount of \$9,000,000 to finance certain public infrastructure improvements. The Series B Bonds were sold in August 1991 in the amount of \$12,000,000 to fund the remaining improvements within CFD No. 87-1.

In May of 1994, the legislative body of CFD No. 87-1 approved the issuance of the Special Tax Refunding Series A (\$14,170,000) and Series B (\$8,530,000) Bonds, which were sold on June 24, 1994. These bonds are collectively known as the "Prior Bonds".

In October of 2007, the legislative body of CFD No. 87-1 adopted Resolution No. 2007-119 to authorize the issuance of 2007 Special Tax Refunding Bonds ("Bonds") for CFD No. 87-1. On November 29, 2007, \$10,665,000 of CFD No. 87-1 Bonds were sold. The issuance of the Bonds accomplished a net reduction in debt service requirements from the Prior Bonds as a result of receiving a favorable interest rate. Construction and

acquisition of public improvements within CFD No. 87-1 have been completed for more than a decade.

Proposition 218, a constitutional initiative known as the Right to Vote on Taxes Act, was approved by California voters in November 1996. CFD No. 87-1 was established to finance the capital costs for roadway improvements, including grading, paving, sewers, sidewalks, landscaping, etc. Bonds were issued to provide funding for these improvements. Only commercial properties within CFD No. 87-1 are subject to the annual special tax to repay the bonded indebtedness. Subsequent increases in the special tax, not addressed in the original CFD Report, will be subject to a two-thirds voter approval of the property owners.

In accordance with accountability reporting requirements, the California State Legislature's California Government Code Sections 53410 and 53411 ("Code Sections") stipulates that any local bond measure by a local agency subject to voter approval, which provides for the sale of bonds will provide accountability measures. These accountability measures include, but are not limited to, the yearly filing of an Annual Accountability Report with its governing body by the chief fiscal officer of the issuing local agency. The Annual Accountability Report includes the specific purpose of the bonds, the amount of funds collected and expended, the status of required or authorized to be funded projects as identified in the bond statement of purpose.

DISCUSSION

Ordinance No. 151, as adopted on December 8, 1987, authorizes the legislative body by resolution to annually determine the special tax to be levied in the District. The special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the Rate and Method of Apportionment ("RMA").

The City Council, as the legislative body, shall authorize the City Treasurer to levy the special tax in accordance with the RMA for CFD No. 87-1 (Towngate). The maximum special tax rate for CFD No. 87-1 is \$11,500 per net acre. This amount is uniformly applied to developed property and may only be applied to undeveloped property if the maximum special tax levy on the developed property is insufficient to cover the annual special tax requirement.

The special tax will be levied per parcel and collected on the annual Riverside County property tax bills. Only taxable parcels within the boundaries of CFD No. 87-1 shall be subject to the special tax. The total special tax requirement will be funded through a combination of CFD No. 87-1 special tax, TownGate Specific Plan Area tax increment, and excess Reserve Fund interest earnings.

In accordance with the California Government Code Sections 53410 and 53411 (the "Code Sections"), an Annual Accountability Report is to be filed. Sales of local bonds require the chief fiscal officer of the issuing local agency to file a report with its governing body at least once a year ("Annual Accountability Report"). The Annual

Accountability Report provides the following information, as required by the Code Sections:

- a) The amount of funds collected and expended; and,
- b) The status of the project.

The Annual Special Tax Report and the Annual Accountability Report have been consolidated into the Preliminary FY 2012/13 Annual Special Tax and Bond Accountability Report, which is on file in the office of the City Treasurer. The Final FY 2012/13 Annual Special Tax and Bond Accountability Report will be filed with the City Treasurer after submittal of the special tax has been accepted by the County of Riverside.

ALTERNATIVES

1. **Approve and adopt the proposed resolution.** Approving the proposed resolution for the calculation of the Community Facilities District No. 87-1 Special Tax rate for fiscal year (FY) 2012/13. *Approval of the resolution will allow collection of the special taxes necessary to pay the annual debt service on CFD No. 87-1 (Towngate) Special Tax Refunding Bonds and compliance with the Code Sections in accordance with the state's reporting requirements.*
2. **Do not approve or adopt the proposed resolution.** By not approving and adopting the proposed resolution the legislative body will not approve the calculation of the Community Facilities District No. 87-1 Special Tax rate and the reporting requirements as required per the state's code sections. *By not approving the resolution, the District is unable to collect special taxes, which may cause a shortage of funds necessary to pay the annual debt service on CFD No. 87-1 (Towngate) Special Tax Refunding bonds. Bond reserves would need to be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting viability of future bond sales. Failing to file the Annual Accountability Report would be a violation of the state's Code Sections.*

FISCAL IMPACT

Funds collected through CFD No. 87-1 are restricted funds, which may only be used to pay the debt service for CFD No. 87-1. There are no general fund expenditures involved with this special tax obligation.

The fiscal impact will be a special tax applied to the FY 2012/13 tax bill for each taxable parcel within the boundary of CFD No. 87-1. The use of tax increment, as defined in various Owner Participation Agreements, may offset the special taxes. The amounts of these individual charges are reported in the Preliminary Annual Special Tax and Bond Accountability Report on file in the office of the City Treasurer.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to repay the CFD No. 87-1 bonded indebtedness shall be collected and accounted for in accordance with the provisions outlined within the RMA and the Bond Indenture.

SUMMARY

The City Council, acting in its capacity as the legislative body of the Moreno Valley CFD No. 87-1, shall consider approving and adopting the Resolution to approve the calculation of the Community Facilities District No. 87-1 Special Tax rate for FY 2012/13 and submittal of the Annual Accountability Report in compliance with California Government Code Sections 53410 and 53411. Approval of the Resolution will authorize the City Treasurer to levy the special tax in accordance with the RMA for CFD No. 87-1.

NOTIFICATION

Not Applicable

EXHIBITS

- Exhibit A Resolution to approve the calculation of the Community Facilities District No. 87-1 Special Tax rate for fiscal year (FY) 2012/13 for CFD No. 87-1
- Exhibit B Boundary Map for CFD No. 87-1

Prepared By
Sharon Sharp
Senior Management Analyst

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Candace E. Cassel
Special Districts Division Manager

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

RESOLUTION NO. 2012-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2012/13

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, formed Community Facilities District No. 87-1 ("District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 88-13 establishing the terms and conditions pertaining to the issuance of the \$9,000,000 City of Moreno Valley Community Facilities District No. 87-1 (Towngate) Special Tax Bonds, Series "A" ("1988 Bonds"); and, adopted Resolution No. 91-90 establishing the terms and conditions pertaining to the issuance of the \$12,000,000 City of Moreno Valley Towngate Community Facilities District No. 87-1 Special Tax Bonds, Series "B" ("1991 Bonds"); and

WHEREAS, the District, did previously adopt Resolution No. 94-28, which established the terms and conditions pertaining to the issuance of the City of Moreno Valley Community Facilities District No. 87-1 (Towngate) \$14,170,000 Special Tax Refunding Bonds, Series A ("1994 Series A Bonds") and \$8,330,000 Special Tax Refunding Bonds, Series B ("1994 Series B Bond") (collectively, the "Prior Bonds"); and

WHEREAS, the legislative body of the District determined that it would be prudent in the management of the fiscal affairs of the District to proceed with issuing bonds for the purpose of refunding the Prior Bonds; and

WHEREAS, this legislative body, approved Resolution No. 2007-119 to authorize the issuance of 2007 Special Tax Refunding Bonds for CFD No. 87-1, which were sold on November 29, 2007, at \$10,665,000; and

WHEREAS, this legislative body approved the Bond Indenture to establish the terms and conditions pertaining to the issuance of the 2007 Special Tax Refunding Bonds; and

Exhibit A

Resolution No. 2012-42
Date Adopted: June 12, 2012

WHEREAS Ordinance No. 151 authorizes the City Council, by resolution, to annually determine the special tax to be levied in the District; provided, however the special tax to be levied shall not exceed the authorized maximum special tax to be levied pursuant to the Rate and Method of Apportionment; and

WHEREAS, the County of Riverside, State of California (hereafter "County of Riverside") requires the adoption of an approved resolution by the legislative body of the District be submitted along with the annual special taxes to be levied on the Riverside County property tax bills; and

WHEREAS, the calculation of the special tax is in compliance with the laws pertaining to the levy of the special tax; and

WHEREAS, California Government §53410 requires that *"On or after January 1, 2001, any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures"*; and

WHEREAS, California Government §53411 requires that *"the chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter"*; and

WHEREAS, the City has prepared and submitted the Preliminary Annual Special Tax Report ("Report") for fiscal year ("FY") 2012/13, which fully sets forth all information concerning the District, which is on file in the office of the City Treasurer and is incorporated herein by this reference; and

WHEREAS, following submission of the special taxes to the County of Riverside, the City shall prepare and file in the office of the City Treasurer the final Annual Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax.

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

1. That the above recitals are all true and correct.
2. That the Report for FY 2012/13, on file in the office of the City Treasurer, is hereby received and filed.
3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the Rate and Method of Apportionment required to cover the annual debt service of Community Facilities District No. 87-1, up to the maximum

Resolution No. 2012____
Date Adopted: June 12, 2012

special tax requirement as set forth in the Report and hereby is levied during FY 2012/13 against the parcels within the District, excluding parcels not subject to the special tax.

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-____
Date Adopted: June 12, 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-____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

(SEAL)

Resolution No. 2012-____
Date Adopted: June 12, 2012

Boundary Map

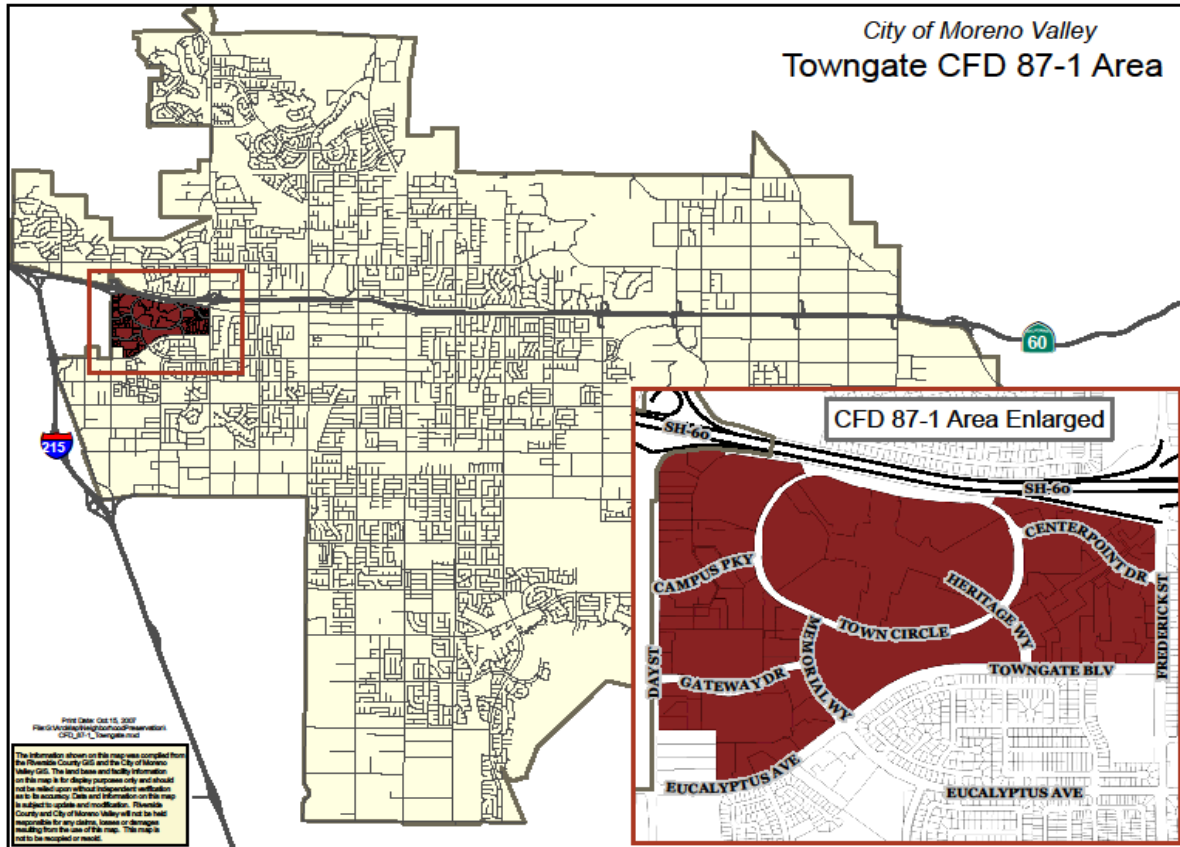
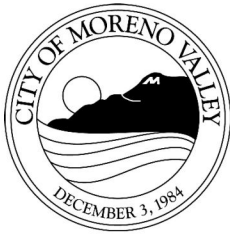


Exhibit B

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RSK</i>
CITY MANAGER	<i>MSO</i>

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the Legislative Body of the Moreno Valley Community Facilities District No. 87-1 (Towngate), Improvement Area No. 1

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

AGENDA DATE: June 12, 2012

TITLE: APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE), IMPROVEMENT AREA NO. 1 MAXIMUM SPECIAL TAX RATE FOR FY 2012/13

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate), Improvement Area No. 1 ("CFD No. 87-1, Improvement Area No. 1" or "District") approve and adopt Resolution No. 2012-43 to approve the calculation of the CFD No. 87-1, Improvement Area No. 1, Special Tax rate for Fiscal Year (FY) 2012/13.

BACKGROUND

As part of the formation proceedings, CFD No. 87-1, Improvement Area No. 1 was authorized to issue bonds. On March 23, 1993, the Moreno Valley City Council approved Resolution No. 93-16 to authorize the issuance of \$5,000,000 in bonds for CFD No. 87-1 Improvement Area No. 1, which was sold on June 24, 1994. The bonds contained a capitalized interest component, which precluded the necessity to levy a Special Tax for FY 1993/94; therefore, FY 1994/95 was the first year for a Special Tax levy.

In October of 2007, the legislative body of CFD No. 87-1, Improvement Area No. 1 adopted Resolution No. 2007-120 to authorize the issuance of 2007 Special Tax Refunding Bonds ("Bonds") for CFD No. 87-1, Improvement Area No. 1. On November 29, 2007, \$4,075,000 of CFD No. 87-1, Improvement Area No. 1 Bonds were sold. The issuance of the Bonds accomplished a net reduction in the debt service requirement

from the refunded bonds as a result of receiving a favorable interest rate. Construction and acquisition of public improvements within CFD No. 87-1, Improvement Area No. 1 have been completed for more than a decade.

Proposition 218, a constitutional initiative known as the Right to Vote on Taxes Act, was approved by California voters in November 1996. CFD No. 87-1, Improvement Area No. 1 was established to finance the acquisition, construction, and/or installation of public facilities, which include sewer and water improvements, traffic signals, freeway ramps and land for a detention basin. Bonds were issued to provide funding for these improvements. Only commercial properties within the District are subject to an annual special tax to repay the bonded indebtedness. Subsequent increases, not addressed in the original CFD Report, will be subject to a two-thirds voter approval of the property owners.

In accordance with accountability reporting requirements, the California State Legislature's California Government Code Sections 53410 and 53411 ("Code Sections") stipulates that any local bond measure by a local agency subject to voter approval, which provides for the sale of bonds will provide accountability measures. These accountability measures include, but are not limited to, the yearly filing of an Annual Accountability Report with its governing body by the chief fiscal officer of the issuing local agency. The Annual Accountability Report includes the specific purpose of the bonds, the amount of funds collected and expended, the status of required or authorized to be funded projects as identified in the bond statement of purpose.

DISCUSSION

The City Council shall consider authorizing the City Treasurer to levy the special tax in accordance with the Rate and Method of Apportionment ("RMA") of the special tax required to meet the special tax requirement for CFD No. 87-1, Improvement Area No.1, as submitted in the Special Tax Report on file in the office of the City Treasurer.

The special tax will be levied per parcel and collected on the annual Riverside County property tax bills. Special taxes for CFD 87-1, Improvement Area No. 1 shall be levied at a uniform rate per taxable acre on all parcels within each of two tax rate areas. Tax Rate Area 1 is responsible for 59% of the special tax levy up to the maximum special tax rate of \$4,450 per taxable acre. Tax Rate Area 2 is responsible for 41% of the special tax levy up to a maximum special tax rate of \$3,850 per taxable acre. The special tax levy is applied only to those parcels within the boundaries of CFD No. 87-1, Improvement Area No. 1.

In accordance with the California Government Code Sections 53410 and 53411 (the "Code Sections"), an Annual Accountability Report is to be filed. Sales of local bonds require the chief fiscal officer of the issuing local agency to file a report with its governing body at least once a year ("Annual Accountability Report"). The Annual Accountability Report provides the following information, as required by the Code Sections:

- a) The amount of funds collected and expended; and
- b) The status of the project.

The Annual Special Tax Report and the Annual Accountability Report have been consolidated into the Preliminary FY 2012/13 Annual Special Tax and Bond Accountability Report, which is on file in the office of the City Treasurer. The Final FY 2012/13 Annual Special Tax and Bond Accountability Report will be filed with the City Treasurer after submittal of the special tax has been accepted by the County of Riverside.

ALTERNATIVES

1. **Approve and adopt the proposed resolution.** Approving the proposed resolution for the calculation of the Community Facilities District No. 87-1, Improvement Area No. 1 Special Tax rate for FY 2012/13. *Approval of the resolution will allow collection of funds necessary to pay the annual debt service on CFD No. 87-1 (Towngate), Improvement Area No. 1 Special Tax Refunding Bonds and compliance with the Code Sections in accordance with the state's reporting requirements.*
2. **Do not approve or adopt the proposed resolution.** By not approving and adopting the proposed resolution the legislative body will not approve the calculation of the CFD No. 87-1, Improvement Area No. 1 Special Tax rate and the reporting requirements as required per the state's code sections. *By not approving the resolution, the District is unable to collect special taxes, which may cause a shortage of funds necessary to pay the annual debt service on CFD No. 87-1, Improvement Area No. 1 Special Tax Refunding Bonds. Bond reserves would need to be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting the viability of future bond sales. Failure to allow for the filing of the Annual Accountability Report would be a violation of the state's Code Sections.*

FISCAL IMPACT

The funds collected through the CFD No. 87-1, Improvement Area No. 1 are restricted funds, which may only be used to pay the debt service for CFD No. 87-1, Improvement Area No. 1. There are no general fund expenditures involved with this special tax obligation.

The fiscal impact will be a special tax applied to the 2012/13 tax bill for each of the taxable parcels within the boundary of CFD No. 87-1, Improvement Area No. 1. The amounts of the individual charges are reported in the Preliminary Annual Special Tax and Bond Accountability Report on file in the office of the City Treasurer.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to repay the CFD No. 87-1 Improvement Area No. 1 bonded indebtedness shall be collected and accounted for in accordance with the provisions outlined within the RMA and the Bond Indenture.

SUMMARY

City Council, acting in its capacity as the legislative body of the Moreno Valley CFD No. 87-1, Improvement Area No. 1, shall consider approving and adopting the Resolution to approve the calculation of the Community Facilities District No. 87-1, Improvement Area No. 1 Special Tax rate for FY 2012/13 and submittal of the Annual Accountability Report in compliance with California Government Code Sections 53410 and 53411. Approval of the Resolution will authorize the City Treasurer to levy the special tax in accordance with the RMA for CFD No. 87-1, Improvement Area No. 1.

NOTIFICATION

Not Applicable

EXHIBITS

Exhibit A Resolution to approve the calculation of the Community Facilities District No. 87-1, Improvement Area No. 1 Special Tax rate for fiscal year (FY) 2012/13

Exhibit B Boundary Map CFD No. 87-1, Improvement Area No.1

Prepared By
Sharon Sharp
Senior Management Analyst

Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Candace E. Cassel
Special Districts Division Manager

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

RESOLUTION NO. 2012-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR (FY) 2012/13

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, formed Community Facilities District No. 87-1 Improvement Area No. 1 ("District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 93-16 approving the Bond Indenture terms and conditions pertaining to the issuance of the \$5,000,000 City of Moreno Valley Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 Special Tax Bonds; and

WHEREAS, on October 27, 2007, the legislative body adopted Resolution No. 2007-120, which authorized the issuance of Special Tax Refunding Bonds for the District to accomplish a net reduction in the debt service requirement, and approved the Bond Indenture terms and conditions pertaining to the issuance of \$4,075,000 for Community Facilities District No. 87-1 Improvement Area No. 1; and

WHEREAS, Ordinance No. 392 authorizes the City Council, by resolution, to annually determine the special tax to be levied in the District; provided, however the special tax to be levied shall not exceed the authorized maximum special tax to be levied pursuant to the Rate and Method of Apportionment; and

WHEREAS, the County of Riverside, State of California (hereafter "County of Riverside") requires the adoption of an approved resolution by the legislative body of the District be submitted along with the annual special taxes to be levied on the Riverside County property tax bills; and

WHEREAS, the calculation of the special tax is in compliance with the laws pertaining to the levy of the special tax; and

Exhibit A

Resolution No. 2012-43
Date Adopted: June 12, 2012

WHEREAS, California Government §53410 requires that “*On or after January 1, 2001, any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures*”; and,

WHEREAS, California Government §53411 requires that “*the chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter*”; and,

WHEREAS, the City has prepared and submitted the Preliminary Annual Special Tax Report (“Report”) for fiscal year (“FY”) 2012/13, which fully sets forth all information concerning the District, which is on file in the office of the City Treasurer and is incorporated herein by this reference; and,

WHEREAS, following submission of the special taxes to the County of Riverside, the City shall prepare and file in the office of the City Treasurer the final Annual Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax.

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

1. That the above recitals are all true and correct.
2. That the Report for FY 2012/13, on file in the Office of the City Treasurer, is hereby received and filed.
3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the Rate and Method of Apportionment required to cover the annual debt service of Community Facilities District No 87-1 Improvement Area No. 1, up to the maximum special tax requirement as set forth in the Report and hereby is levied during FY 2012/13 against the parcels within the District, excluding parcels not subject to the tax.

Resolution No. 2012-_____
Date Adopted: June 12, 2012

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-_____
Date Adopted: June 12, 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-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

(SEAL)

Resolution No. 2012-___
Date Adopted: June 12, 2012

Boundary Map

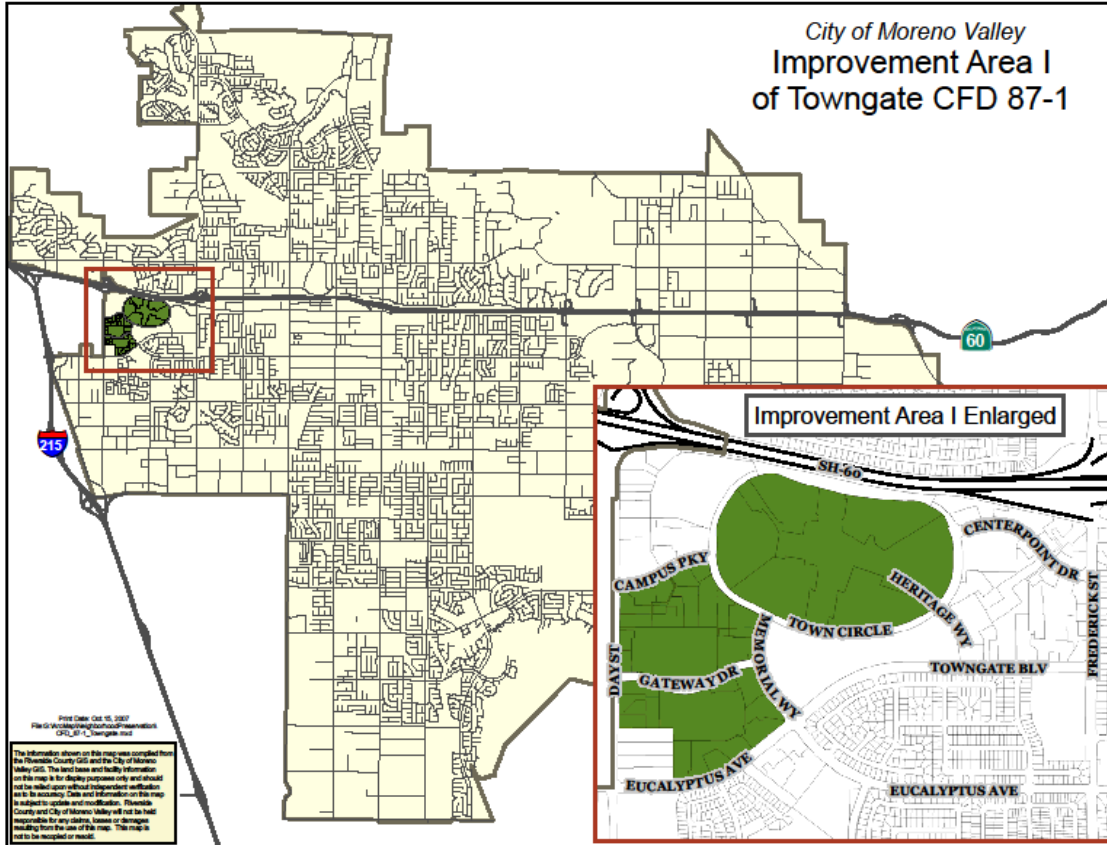
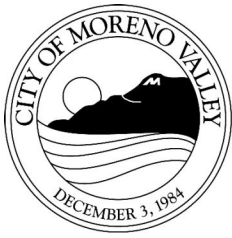


Exhibit B

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: June 12, 2012

TITLE: APPROVE UPDATES TO MORENO VALLEY ELECTRIC UTILITY SOLAR PROGRAM

RECOMMENDED ACTION

Staff recommends the City Council approve the updated Moreno Valley Electric Utility (MVU) Solar Program.

BACKGROUND

California Senate Bill No. 1 (SB 1), (Murray, Chapter 132, Statutes of 2006) was signed into law in August 2006. The bill edits Division 15 of the Public Resources Code, amends Section 2827, and adds to Sections 387.5 and 2851 to the Public Utilities Code relating to solar electricity. This bill is designed to encourage the development and use of solar energy and to provide information to the public concerning solar devices.

The history of City Council approved solar program measures include: Resolution 2007-146 on December 11, 2007, establishing a Solar Incentive Program for Moreno Valley Electric Utility; the MVU 2008 Solar Special Program on August 26, 2008, which further defined the program; the amendments to the Solar Incentive Program on May 24, 2011, which included the definition of the minimum and maximum installation size that meets program requirements, and the definition of the cut-off between the Expected Performance Based Buy down (EPBB) incentives, and the Performance Based Incentive (PBI); the revision of the Net Energy Metering Agreement for the MVU Solar Program on October 11, 2011; and Resolution 2012-06 on January 24, 2012, establishing Electric Rates for Net Energy Metering (NEM) Surplus Energy Compensation for Moreno Valley Electric Utility.

DISCUSSION

The creation of SB 1 intended to further the state goal of encouraging the installation of 3,000 megawatts of photovoltaic solar energy in California within 10 years. MVU's Solar Program is intended to meet the requirements of the California Solar Initiative and SB 1. The program has been funded by Public Purpose funding which City Council formally adopted on January 13, 2004. The Program amendments have reflected the ongoing changes being made at the State Legislative Level, and the California Energy Commission (CEC).

The basic rules of the solar energy program are:

- a) Designed to offset part of the consumer's own electricity demand;
- b) All components are new and unused;
- c) Warranty of not less than 10 years;
- d) Be located on the same premises of the end-use consumer;
- e) Be connected to MVU's electrical distribution system;
- f) Electric meter in place to monitor and measure the system's performance and the quantity of electricity generated by the system;
- g) Installed in conformance with the manufacturer's specifications and in compliance with all applicable electrical and building code standards;
- h) The minimum installation size eligible for a rebate is 1 kW (1,000 watts) and the maximum installation size eligible for a rebate is 1 MW (1,000,000 watts).
- i) Customers installing solar electric generation systems larger than 30 kW will be subject to a Performance Based Incentive Rate (PBI). This incentive is paid over a 5 year period at a rate of 6 cents per kWh generated. Installations smaller than 30 kW will fall under the Expected Performance Based Buydown (EPBB) rebate program;
- j) All incentives are based on availability of funds, on a first-come-first-served basis.

Prior to 2011, the MVU Solar Electric Incentive Program provided \$28,365 in rebates. Since 2011 there have been requests for rebates for more than \$300,000. The proposed updates are intended to follow the requirements of SB1 and the California Solar Initiative and create an equitable rebate system to benefit more MVU customers and are listed below:

- 1) For solar installations under 30 kW, the rebate will be \$2.25 per AC watt, installed;
- 2) For solar installations under 30 kW, rebate amounts cannot exceed \$14,000 for residential systems or \$50,000 for small commercial or 50% of the total cost of the project;
- 3) All systems over 30 kW will have Professional Engineer's approval before submittal;
- 4) Customers will only receive rebates for systems installed that are sized at 100% of the maximum average historical usage for the past 24 months. For customers with less than 2 years account history, the average will be based on available data;
- 5) MVU reserves the right to determine program eligibility.

ALTERNATIVES

- 1) Approve the updated Moreno Valley Electric Utility (MVU) Solar Program.
- 2) Do not approve the updated Moreno Valley Electric Utility (MVU) Solar Incentive Program. *This action could result in the locally owned public utility (MVU) possibly not meeting the State requirements regarding SB1.*

FISCAL IMPACT

The amendment to the FY2012/13 budget for Public Purpose Programs (PPP) was approved by City Council on April 24, 2012. This will accommodate increased customer participation in MVU's Solar Program. The Public Purpose Program is required by existing law, and continues to collect PPP funds as required.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:

The proposed actions help to create a positive environment for development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new, well paying jobs.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

Attachment "A" - MVU Solar Program Overview

Prepared By
Michelle Pierce
Electric Utility Program Coordinator

Department Head Approval
Ahmad R Ansari, P.E.
Public Works Director/City Engineer

Concurred By
Jeannette Olko
Electric Utility Manager

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



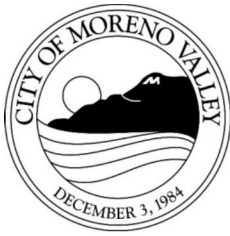
MVU Solar Program Overview Effective July 1, 2012

Program Requirements

- The MVU Solar Rebate is available to MVU electric customers only
- The qualifying system must be on 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 as posted on the Go Solar California website
- Panels must be warranted for 25 years, and inverters and labor for 10 years
- An electric meter must be in place to monitor the system's performance
- This program is limited to funds available on a first-come-first-served basis
- The minimum installation size eligible for a rebate is 1 kW (1,000 watts)
- The maximum installation size eligible for a rebate 1 MW (1,000,000 watts)
- Customers who install solar electric generation systems 30 kW, or less, will qualify for the Expected Performance Based Buydown (EPBB) program which has a rebate level at \$2.25 per AC watt installed
- Customers installing solar electric generation systems larger than 30 kW will be subject to the Performance Based Incentive Rate (PBI) which is paid over a 5 year period at a rate of 6 cents per kWh generated
- Customers will only receive rebates for systems installed that are sized at 100% of the maximum average historical usage for the past 24 months. For customers with less than 2 years account history, the average will be based on available data
- EPBB qualified customer rebate amounts are limited to \$14,000 for residential systems, or \$50,000 for small commercial, or 50% of the total cost of the project
- All solar electric generation systems larger than 30 kW will have Professional Engineers approval before submittal

- The actual amount of the rebate will take into consideration solar panel output, inverter efficiency and design factors such as climate, azimuth, tilt and shading. The calculation of the amount of rebate will be based on the **CSI Rating** on the CSI (California Solar Initiative) web site, WWW.GOSOLARCALIFORNIA.ORG
- All incentive payments are based on available funds and verification of installation
- Moreno Valley Electric Utility (MVU) reserves the right to determine program eligibility

For additional information call Michelle Pierce at (951) 413-3511 or email her at michellep@moval.org.



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: Abdul Ahmad, Fire Chief

AGENDA DATE: June 12, 2012

TITLE: AUTHORIZATION TO AWARD AN INDEPENDENT CONTRACTOR AGREEMENT FOR FIRE PLAN CHECK SERVICES TO DENNIS GRUBB & ASSOCIATES

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve a five year Independent Contractor Agreement with Dennis Grubb & Associates for Fire Plan Check Services not to exceed \$600,000;
2. Authorize the City Manager to execute the Agreement with Dennis Grubb & Associates; and
3. Authorize the City Manager to approve the annual purchase orders issued to Dennis Grubb & Associates.

BACKGROUND

Dennis Grubb & Associates was awarded an independent contractor agreement to perform fire plan check services for the City's Fire Prevention Bureau from July 1, 2009 through June 30, 2012. The Fire Prevention Bureau issued a Request for Proposal (RFP) for fire plan check services in February 2012 due to the upcoming expiration of the current contract. On February 9, the RFP was sent to the City's webmaster to post on the City's website. The RFP was also advertised in *The Press Enterprise* newspaper on February 9 and February 16. All proposals were required to be submitted to the City by February 23.

DISCUSSION

In response to the City's RFP, proposals were received from the following six companies:

- Bureau Veritas
- Charles Abbot & Associates
- CSG Consulting
- Dennis Grubb & Associates
- Hayer Consulting
- Van Dorpe Chau & Associates

On March 7, a team of evaluators consisting of the City's Fire Marshal, Building Official, Assistant to the City Manager, and the Fire Department's Management Assistant reviewed the proposals. Proposals were evaluated on multiple criteria utilizing a point system. The criteria included:

- The company's general experience and qualifications
- Plan review of projects similar to those being built, or expected to be built, in the city
- Ability to provide required staffing with fire specific backgrounds
- Specialized staffing, such as Professional Engineers, Chemists, Smoke Control Designers, and Vegetation Management Experts
- Ability to perform electronic plan review
- The company's business model and project approach

Each proposal was evaluated on its individual merit. At the end of the process, Dennis Grubb & Associates was awarded the highest score by each evaluator on the evaluation team based on the criteria above.

The proposed contract shall be in effect through June 30, 2013 and then renewed per agreement by both parties in one year increments at the end of each fiscal year for a total period of five (5) years from the date of the agreement. The final year of the contract would be concurrent with the fiscal year ending June 30, 2018. Costs for fire plan check services conducted by Dennis Grubb & Associates are recovered from the applicant per the City's fee schedule. This fee, which is adopted annually by City Council, is the actual consultant cost plus a 20% administrative fee.

ALTERNATIVES

1. Approve a five year Independent Contractor Agreement with Dennis Grubb & Associates for Fire Plan Check Services not to exceed \$600,000; authorize the City Manager to execute the Agreement with Dennis Grubb & Associates in the form attached hereto; and authorize the City Manager to approve the annual purchase orders issued to Dennis Grubb & Associates. ***Due to the competitive selection process conducted by an inter-departmental evaluation team, the proposed action is believed to represent the best value for the City and therefore staff recommends this alternative.***

2. Do not approve a five year Independent Contractor Agreement with Dennis Grubb & Associates for Fire Plan Check Services not to exceed \$600,000; and do not authorize the City Manager to execute the Agreement with Dennis Grubb & Associates in the form attached hereto; and do not authorize the City Manager to approve the annual purchase orders issued to Dennis Grubb & Associates. ***Staff does not recommend this alternative. Provide funding to hire additional Fire Safety Specialists within the Fire Prevention Bureau to conduct fire plan reviews or provide further direction to staff to obtain another contractor.***

FISCAL IMPACT

The approved budget for the Fire Prevention Bureau for fire plan check services for Fiscal Year 2012/13 is \$90,000. Costs for fire plan check services conducted by Dennis Grubb & Associates are recovered from the applicant per the City's fee schedule. This fee, which is adopted annually by City Council, is the actual consultant cost plus a 20% administrative fee.

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.

SUMMARY

The Fire Prevention Bureau issued a Request for Proposal for fire plan check services in February 2012 due to the upcoming expiration of the current contract with Dennis Grubb & Associates. On March 7, an evaluation team consisting of the City's Fire Marshal, Building Official, Assistant to the City Manager, and the Fire Department's Management Assistant reviewed the six proposals submitted to the City and awarded the highest evaluation score to Dennis Grubb & Associates. As such, staff is recommending that City Council award a five year Independent Contractor Agreement to Dennis Grubb & Associates for Fire Plan Check Services

NOTIFICATION

Not Applicable

ATTACHMENTS/EXHIBITS

Attachment A: Independent Contractor Agreement

Prepared By:
Randall Metz
Fire Marshal

Department Head Approval:
Abdul Ahmad
Fire Chief

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

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:

Dennis Grubb and Associates LLC
12523 Limonite Ave., Ste. 440-102
Mira Loma, CA 91752
951-218-5482 (business) 951-681-6860 (fax)
Business License Number: 21116
Federal Tax I.D. Number: 20-8680376

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 July 1, 2012 and shall be in effect through June 30, 2013. The contract can be renewed per agreement by both parties in one year increments at the end of each fiscal year for a total period of five (5) years from the date of the agreement. The final year of the contract would be concurrent with the fiscal year ending June 30, 2018. 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	\$1,000,000 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 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.
- 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

Dennis Grubb & Associates

BY: _____
City Manager

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

EXHIBIT A

SCOPE OF WORK

1. The review of plans for any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws pertaining to Fire and Building Safety, and for compliance with the adopted Fire, Building, Electrical and Mechanical Codes and adopted NFPA standards as mandated by State Title 24 and applicable ordinances.
2. The selected Consultant shall have on staff at all times, individuals who are experienced in building and fire requirements and related California Fire and Building Codes for commercial and residential design and plan review procedures. It is highly desirable that plan reviews be conducted by Certified Plans Examiner or registered engineer.
3. Transportation of plans for the first check and for all subsequent re-checks between the City of Moreno Valley Fire Prevention Division and the Consultant's office where the plan check services will be completed.
4. The completion of plan review within the expected time frame. Standard first review is expected to be completed in a maximum of ten (10) working days from the date the Consultant receives the plans for review. Subsequent reviews are expected within ten (10) working days. Upon written request from the City, Consultants will also provide expedited building plan review. Expedited plans shall be reviewed in a maximum of seven (7) working days from the date the Consultant receives the plans.
5. The submittal of two complete, typed listings of all required plan corrections.
6. The arrangement and/or attendance at any required meetings connected with the plan review of a project.
7. The calculation and invoicing of all Fire plan check related fees.
8. This contract is for plan check services on an "as needed" basis. The City of Moreno Valley will use discretion regarding which plans will be reviewed by the consultant.

EXHIBIT B

CITY'S RESPONSIBILITIES

1. Provide a copy of the Moreno Valley Fire and Building Code Amendments.
2. Prepare all plans for shipping using consultant paid shipping account and process plans on behalf of the consultant when returned to City Hall.
3. Provide timely review, processing, and reasonably expeditious approval of all submittals by the consultant.

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$150,000.00 annually or \$600,000.00 for the five (5) year contract term.
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
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 Fire Prevention staff at MVFD@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

3. 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
4. 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.

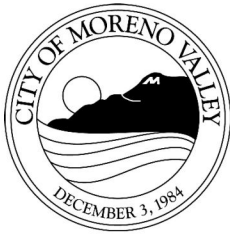
- F. Plans/Project number
 - G. Purchase order number
5. The Contractor's compensation shall be in accordance with the attached Fee Schedule labeled as Exhibit D.
 6. The City will review each invoice submitted by the Contractor, along with any accompanying required documentation in order to determine that the Contractor has properly invoiced, documented and executed the required services. Payment is made by the City within 30 days of approval of completed work.
 7. Failure to comply with all requirements of this Agreement may result in non-payment for work performed.

EXHIBIT D

FEE SCHEDULE

Fire Department Access	\$250.00
New NFPA 13 < 100 heads	\$350.00
New NFPA 13 ≥ 100 heads w/ 1 Riser	\$450.00
Each Additional Riser	\$125.00
Pre-Action System w/ Alarm	\$400.00
TI NFPA 13 or 13R < 100 heads	\$225.00
TI NFPA 13 or 13R ≥ 100 heads	\$325.00
In-Rack Sprinklers	\$325.00
NFPA 13D Single Plan Type	\$300.00
New NFPA 13R 3-16 units per building	\$350.00
Underground - w/ up to 4 hydrant/riser	\$350.00
Underground - w/ 5 or more hydrant/riser	\$475.00
Fire Pump	\$500.00
Special Extinguishing System	\$340.00
Hood & Duct Extinguishing System	\$200.00
Special Equipment (Ovens, Dust, Battery)	\$300.00
Photovoltaic Systems (Solar Panels)	\$200.00
Refrigeration Systems < 500 lbs	\$350.00
Refrigeration Systems > 500 lbs	\$550.00
Spray Booths	\$350.00
Gas Systems (Med Gas, Industrial Gas, LPG)	\$350.00
New Alarm System	\$350.00
TI Fire Alarm System	\$250.00
Sprinkler Monitoring	\$200.00
Hazardous Materials Storage - Non H Occ.	\$350.00
Chem Class <10 Chemicals	\$275.00
Chem Class 10- 25 Chemicals	\$500.00
Chem Class 26 - 100 Chemicals	\$875.00
Chem Class >100 Chemicals	\$990.00
High Piled Storage	\$325.00
Underground Storage Tanks (per tank)	\$250.00
Aboveground Storage Tanks (per tank)	\$250.00
Smoke Control - Rationale Analysis & Plan Review	\$750.00
A-1 Occupancies - New	\$775.00
A-1 Occupancies - TI	\$525.00
A-2 & A-3 Occupancies - New	\$650.00
A-2 & A-3 Occupancies - TI	\$500.00
A-4 & A-5 Occupancies - New	\$525.00
A-4 & A-5 Occupancies - TI	\$475.00
E Occupancies New	\$400.00
E Occupancies TI	\$275.00

E Occupancies (DayCare only)	\$250.00
B Occupancies New	\$350.00
B Occupancies TI	\$300.00
H Occupancies (not including Chem Class) New	\$425.00
H Occupancies (not including Chem Class) TI	\$300.00
F Occupancies New	\$325.00
F Occupancies TI	\$250.00
I Occupancies New	\$600.00
I Occupancies TI	\$425.00
L Occupancies New	\$380.00
L Occupancies TI	\$270.00
M Occupancies New	\$325.00
M Occupancies TI	\$250.00
R-1 & R-2 Occupancies <50 units New	\$350.00
R-1 & R-2 Occupancies ≥50 units New	\$450.00
R-3 Townhomes New	\$250.00
R Occupancies All TI's	\$250.00
S Occupancies < 50,000sq. ft. New	\$280.00
S Occupancies < 50,000sq. ft. TI	\$250.00
S Occupancies ≥ 50,000sq. ft. New	\$450.00
S Occupancies ≥ 50,000sq. ft. TI	\$350.00
High Rise Structure greater than 55 feet	\$1,400.00
Vegetation Fuel Modification - Custom Home	\$325.00
Vegetation Fuel Modification - Tract <75 Homes	\$390.00
Vegetation Fuel Modification - Tract ≥75 Homes	\$475.00
Revisions to Approved Plans	\$200.00
Time & Materials Review (Hourly Rate)	\$120.00
Project Meetings (Hourly)	\$110.00
Expedited Plan Check (Per Submittal)	\$150.00



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

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Interim Human Resources Director

AGENDA DATE: June 12, 2012

TITLE: APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH PUBLIC ENTITY RISK MANAGEMENT AUTHORITY (PERMA) FOR PROPERTY AND CASUALTY INSURANCE PRODUCT LINES

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve a Memorandum of Understanding with Public Entity Risk Management Authority (PERMA) for Property and Casualty Insurance Product Lines; and
2. Authorize the City Manager to extend the annual contract for up to four consecutive years, if deemed to meet the City's best interests.

BACKGROUND

In March/April 2012, the City conducted a competitive procurement process to seek a provider for Excess General Liability coverage and Property and Casualty Insurance product lines, including: property, boiler and machinery, crime and vehicle property coverage.

DISCUSSION

To ensure that the City receives maximum service and value for risk management services, staff requested bids via the Request for Proposal process from well-established risk pools. The process was conducted with assistance from the

Purchasing Division Manager. The RFP was sent to nine pools and excess insurance providers and listed on the City's web page. The City received responses from: Exclusive Risk Management Authority of California (ERMAC); Public Agency Risk Sharing Authority of California (PARSAC) and Public Entity Risk Management Authority (PERMA). The City followed the timeline below for the RFP process.

<u>Activity</u>	<u>Timeline</u>
Announcement made	March 5, 2012
RFP packets available	March 5, 2012
Proposals due	April 5, 2012
Proposal Evaluation	May 1, 2012
Recommendation	May 1, 2012
Letters of non-selection to be mailed	May 1, 2012
Negotiate and execute signed binder	June 30, 2012
Policies to be delivered	July 1, 2012

Bids were reviewed by a panel consisting of three City of Moreno Valley management staff members and a Risk Manager from another large public entity.

A thorough review of all responses identified PERMA as the highest rated respondent. PERMA is a Joint Powers Insurance Authority with over \$34 million in net assets including \$11 million in the liability program alone. PERMA comprises 26 public agencies and is headquartered in Palm Desert. The five-member staff provides support and assistance to member agencies. In addition to the General Manager, PERMA has a dedicated Claims Manager, Claims Adjuster, Financial Analyst and administrative staff. Among the services included in the cost of the premium deposits are claims management and tracking, financial reporting, actuarial services, subrogation services, loss control services and risk management training. PERMA's management success has earned a California Association of Joint Powers Authorities designation of "With Excellence," CAJPA's highest rating.

PERMA provides defense services via an approved attorney panel, as well as an indemnity program against claims and suits arising from covered occurrences and/or events. Member agencies can choose from a number of deductibles from \$0 to \$500,000 thus providing maximum flexibility to manage costs of premium deposits. The City has a \$250,000 self-insured retention (SIR) which means that the City pays for the first \$250,000 of any claim and lawsuits. The pooled coverage limit, per occurrence, is \$1,000,000 with excess coverage increasing the limit to \$5,000,000 through reinsurance.

PERMA offers a number of options to members including:

- Ability to preselect SIR (deductible)
- Small claims appearances on behalf of the City
- Third Party Administrator of choice

- In-house attorney fees that count toward our SIR
- Live Workshops
- On-line access to administrative and program documents
- Special Events Insurance program

PERMA has provided these services under contract to the City of Moreno Valley since 2009. All services have been rendered in a satisfactory manner.

The City of Moreno Valley does not currently purchase Employment Practices Liability (EPL) coverage which addresses employment related lawsuits. The City could purchase EPL coverage for the quoted amount of \$74,989 to provide coverage up to \$1,000,000 with a \$250,000 self-insured retention. Staff recommends adding this coverage at this time. Below is a chart with a summary of quotes for the respective programs from PERMA.

General Liability Coverage	\$307,381
Property Coverage	\$104,324
Crime Coverage	\$4,250
Employment Practices Liability (EPL)	\$74,989
Total	\$490,944

An added feature available through PERMA is the potential to build equity within the pool. The JPA collects annual premium deposits based on the City's payroll and an experience modification factor. Agencies with higher payrolls and a greater number of claims pay a larger deposit. After claims have been paid out during any one year, unallocated assets remain in interest bearing accounts for a period of time until all potential claims have been settled. Those remaining assets (termed "equity") are then distributed to members. Over the past 10 years, PERMA has provided a net return of over \$9 million in equity to members; Moreno Valley has received \$940,615 in dividends to date.

It is also important to note the potential for assessments if premiums collected are insufficient to pay claims incurred. That situation has occurred once in PERMA's history and the funding of the pool was subsequently restructured to help minimize the potential of future assessments. No supplemental assessments have occurred since 2003.

ALTERNATIVES

1. Approve the Memorandum of Understanding with PERMA. **Staff recommends this alternative.**
2. Do not approve the MOU developed via the competitive process outlined in this report. **Staff does not recommend this alternative.**

FISCAL IMPACT

The General Liability excess premium and ancillary coverages for the 2012/13 fiscal year are estimated at approximately \$490,944. This amount includes expanded coverage for Employment Practices Liability.

Sufficient appropriations exist within the adopted FY 2012-13 Budget to accommodate the recommended MOU with PERMA, to include the addition of Employment Practices Liability coverage.

ATTACHMENTS/EXHIBITS

1. Memorandum of Liability Coverage
2. List of PERMA member agencies

Prepared By:
Mel Alonzo
Risk Division Manager

Department Head Approval:
Thomas M. DeSantis
Interim Human Resources Director

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

**PUBLIC ENTITY
RISK MANAGEMENT AUTHORITY**



MEMORANDUM OF LIABILITY COVERAGE

**FOR THE PERIOD
JULY 1, 2012 TO JUNE 30, 2013**

EFFECTIVE: JULY 1, 2012

**PUBLIC ENTITY RISK MANAGEMENT AUTHORITY
MEMORANDUM OF LIABILITY COVERAGE
Program Year: 2012-2013**

Effective July 1, 2012

In consideration of the payment of the premium, the Public Entity Risk Management Authority (the "Authority") agrees with the Covered Party as follows:

SECTION I – COVERAGES

The Authority will pay up to the Limit of Coverage those sums on behalf of the Covered Party for the Ultimate Net Loss in excess of the Retained Limit that the Covered Party becomes legally obligated to pay as Damages caused by an Occurrence during the coverage period, except as otherwise excluded.

SECTION II – DEFINITIONS

Aircraft – means a vehicle designed for the transport of persons or property principally in the air.

Covered Contract – means that part of any member's contract incidental to the primary purpose of the contract which indemnifies the other contracting party against tort liability damages not excluded herein.

Covered Party – means:

- (a) The Authority;
- (b) A member entity of the Authority, including any and all commissions, agencies, districts, authorities, or boards coming under the member entity's direction or control or for which the member entity's board members sit as the governing body;
- (c) Any person or entity holding a certificate of coverage duly issued by the Authority, as limited therein ("Additional Covered Party"). An Additional Covered Party is not covered for claims arising from the Additional Covered Party's sole negligence or for claims by another Covered Party;
- (d) Any person who is an official, employee or volunteer of a person or entity covered by (a), (b) or (c), whether or not compensated, while acting in an official capacity for or on behalf of such person or entity, including while acting on an outside board at the direction of such person or entity, except

an airport or hospital board, regardless of how such body is denominated; and

- (e) With respect to any automobile owned or leased by a member or loaned to or hired for use by or on behalf of a member, any person using such automobile with the permission of the member will be covered under this Memorandum of Coverage for such use; however, this coverage does not apply to:
 - (1) Any person or organization, or any agent or employee thereof, operating an automobile sales agency, rental agency, repair shop, service station, storage garage or public parking place, with respect to an Occurrence arising out of the operation thereof; or
 - (2) The owner, any lessee, or any agent or employee of such owner or lessee, other than the Covered Party of any automobile hired by or loaned to the Covered Party.

Dam – means any artificial barrier, together with appurtenant works, which does or may impound or divert water, and which either (a) is 25 feet or more in height from the natural bed of the stream or watercourse at the downstream toe of the barrier, or from the lowest elevation of the outside limit of the barrier, if it is not across a stream, channel or watercourse, to the maximum possible water storage elevation; or (b) has an impounding capacity of 50 acre-feet or more.

Any such barrier which is not in excess of 6 feet in height, regardless of storage capacity, or which has a storage capacity not in excess of 15 acre-feet, regardless of height, shall not be considered a Dam.

No obstruction in a canal used to raise or lower water therein or divert water therefrom, no levee, including but not limited to a levee on the bed of a natural lake the primary purpose of which levee is to control flood water, no railroad fill or structure, tank constructed of steel or concrete or of a combination thereof, no tank elevated above the ground, no water or wastewater treatment facility, and no barrier which is not across a stream channel, watercourse, or natural drainage area and which has the principal purpose of impounding water for agricultural use shall be considered a Dam. In addition, no obstruction in the channel of a stream or watercourse which is 15 feet or less in height from the lowest elevation of the obstruction and which has the single purpose of spreading water within the bed of the stream or watercourse upstream from the construction for percolation underground shall be considered a Dam.

Nor shall any impoundment constructed and utilized to hold treated water from a sewage treatment plant be considered a Dam. Nor shall any wastewater treatment or storage pond exempted from state regulation and supervision by California Water Code section 6205.5 be considered a Dam.

Damages – means money due a Third Party, including attorneys fees, interest on judgments, and costs. Damages do not include injunctive, equitable, or other non-monetary relief, or any monetary relief or expense in connection therewith. Damages do not include any money for the direct or indirect benefit to public improvements of a Covered Party.

Defense Costs – means all fees and expense caused by and relating to the adjustment, investigation, defense or litigation of a claim for Damages to which this coverage applies, including attorneys fees and court costs. Defense Costs shall not include the office expense of the Authority or any Covered Party nor the salaries of employees or officials of the Authority or of any Covered Party nor expenses of a claims administrator engaged by any Covered Party. Defense Costs shall not include any fee or expense relating to coverage issues or disputes between the Authority and any Covered Party.

Limit of Coverage – means the most the Authority will pay for Ultimate Net Loss arising out of one Occurrence regardless of the number of coverage periods. The Limit of Coverage is stated on the first applicable declaration page or certificate of coverage. However, if more than one member is involved in the same Occurrence, there will be only one Limit of Coverage to be apportioned among the members. That Limit of Coverage will be the highest Limit of Coverage available to any of the members involved in the Occurrence. There will be only one Retained Limit, which will be the highest Retained Limit of any of the members involved in the Occurrence. The apportionment of the Limit of Coverage and Retained Limit shall be made according to the members' proportionate shares of liability as finally determined by the Authority.

Medical Malpractice – means the rendering of or failure to render any of the following services:

- (a) Medical, surgical, dental, psychiatric, psychological, x-ray or nursing services or treatment or the furnishing of any food or beverages in connection therewith; or any services provided by a healthcare provider as defined in Section 6146(c)(2) or (3) of the California Business and Professions Code;
- (b) Furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

Nuclear Material – means source material, special Nuclear Material or byproduct material. Source material, special Nuclear Material and byproduct material have the meanings given to them by the Atomic Energy Act of 1954 or in any law amendatory thereto.

Occurrence – means an event, including continuous or repeated exposure to substantially the same generally harmful conditions, causing Damages regardless of the number of claimants or covered parties. Claims arising out of or in connection with an earthquake or series of related earthquakes shall be deemed to arise out of one Occurrence.

Pollutants – means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. The term Pollutants as used herein is not defined to mean potable water or agricultural water or water furnished to commercial users or water used for fire suppression.

Retained Limit – means the amount, identified in the applicable declaration or certificate of coverage, of Ultimate Net Loss which the Covered Party must incur or become liable for before the Authority is obligated to make any payment. For each Occurrence involving two or more members, payment of only one Retained Limit shall apply (which shall be the highest Retained Limit of the members involved in the occurrence); payment of such Retained Limit shall be apportioned among the members according to each members' proportionate share of liability as finally determined by the Authority, but said proportionate share of the Retained Limit for any particular member shall in no event exceed that member's original Retained Limit.

Third Party – means any person making a claim against a Covered Party.

Ultimate Net Loss – means the total of all Defense Costs incurred by the Covered Parties and all Damages for which the Covered Parties are liable either by adjudication or by compromise with the written consent of the Authority, arising from an Occurrence to which this Memorandum applies. Ultimate Net Loss also includes Defense Costs incurred by the Authority after the Authority assumes control of the negotiation, investigation, defense, appeal or settlement of any claim or proceeding.

SECTION III – DEFENSE AND SETTLEMENT

The Authority shall have no duty to assume the control of investigation or defense of any claim unless the Retained Limit is zero. However, the Authority shall have the right to assume the control of the negotiation, investigation, defense, appeal or settlement of any claim which the Authority determines, in its own discretion, to have a reasonable probability of resulting in an Ultimate Net Loss exceeding the Retained Limit. The Covered Party shall fully cooperate in any matters pertaining to such claim or proceeding.

If the Authority assumes control of the handling of a claim, the Covered Parties shall pay at the direction of the Authority all Defense Costs incurred by the Authority and any sum necessary for the settlement of a claim, or to satisfy liability imposed by law, up to the applicable Retained Limit.

The decision to assume control of a claim shall be made by an executive committee appointed by the Board of Directors. Such decision may be appealed to the Board of Directors. The results of such appeal shall be final and binding, and shall not be the subject of any further appeal, arbitration or court action.

The duty to defend and indemnify a member's officials, employees, and volunteers is limited to the member's obligation to do so under the California Government Code.

This Memorandum of Coverage does not provide insurance, but instead provides for pooled risk sharing. As the Authority is not an insurer, it has no obligation to provide "Cumis" counsel as provided by Civil Code Section 2860.

No claim shall be settled for an amount in excess of the Retained Limit without the prior written consent of the Authority and the Authority shall not be required to contribute to any settlement to which it has not consented.

SECTION IV – COVERAGE PERIOD AND TERRITORY

This Memorandum applies to Occurrences anywhere during the coverage period identified in the applicable declaration or certificate of coverage.

SECTION V – EXCLUSIONS

This Memorandum does not apply to:

- (1) Claims arising out of ownership, operation, use, maintenance or entrustment of any Aircraft or airport;
- (2) Claims at any time arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to radon, asbestos, asbestos products, asbestos fibers or asbestos dust, or:
 - (a) Any obligation of the Covered Party to indemnify any party because of such claims; or
 - (b) Any obligation to defend any suit or claims against the Covered Party because of such claims;
- (3) Claims arising out of failure to perform, or breach of, a contractual obligation, other than a Covered Contract indemnity obligation;
- (4) Claims arising out of partial or complete structural failure of a Dam;
- (5) Claims by:
 - (a) Any past or present employee against his or her employer or co-employee;
 - (b) A spouse, child, parent, brother or sister of that employee as a consequence of (a) above; or

(c) Any person arising out of the application for or termination of employment;

This exclusion applies whether the employer may be liable as an employer or in any other capacity;

- (6) Claims by a Covered Party against its own past or present employee, official or volunteer;
- (7) Benefits payable under any employee benefit plan (whether the plan is voluntarily established by the entity or mandated by statute);
- (8) Obligations under any workers' compensation, unemployment compensation or disability law or any similar law;
- (9) Liability imposed under the Employee Retirement Income Security Act of 1974, and any law amendatory thereof;
- (10) Claims arising out of preparation of bids, bid specifications, or plans, including architectural plans;
- (11) Claims arising out of the failure to supply or provide an adequate or specific supply of gas, water, electricity or sewage capacity;
- (12) Claims for punitive, exemplary or treble Damages or the imposition of any fine or penalty;
- (13) Claims for Damages caused by any of the following conduct of any Covered Party: (1) constituting a felony, (2) with intent to cause improper harm, (3) with willful and conscious disregard of the rights or safety of others, or (4) with malice. This exclusion does not apply to claims based solely on vicarious liability where the Covered Party did not authorize, ratify, participate in, or consent to such conduct;
- (14) Claims arising out of or in connection with land use regulation and/or land use planning;
- (15) Claims arising out of the principles of eminent domain, condemnation proceedings or inverse condemnation (California Constitution, Article 1, Section 19, U.S. Constitution, 5th and 14th Amendments), whether liability accrues directly or indirectly against the Covered Party, including attorney fees and costs. Provided, however, if the Authority in its sole discretion determines that the subject claim is for physical property damage caused by the negligence of the Covered Party, the Authority may provide coverage in whole or in part. The decision of the Authority is final and not subject to arbitration or judicial review, notwithstanding any other provision in this Memorandum.

- (16) Claims arising out of ownership, use, operation or maintenance of any hospital, health care or medical clinic facility; claims arising out of any actual or alleged Medical Malpractice except services performed by emergency medical technicians, paramedics or similar classes of personnel;
- (17) Claims arising out of the hazardous properties of Nuclear Material;
- (18) Claims arising out of the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants, unless the discharge, dispersal, release or escape is sudden and accidental and:
 - (a) The Covered Party discovered the Occurrence within seven days of its commencement; and
 - (b) The Occurrence was reported in writing to the Authority within 21 days of its discovery by the Covered Party; and
 - (c) The Covered Party expended reasonable effort to terminate the discharge, dispersal, release or escape of Pollutants as soon as conditions permitted.

This exclusion does not apply to active use of material to suppress a fire, or to weed abatement or tree spraying.

Nothing contained in this Memorandum shall operate to provide any coverage with respect to:

- (d) Any site or location principally used by the Covered Party, or by others on the Covered Party's behalf, for the handling, storage, disposal, dumping, processing, or treatment of waste material, other than wastewater treatment facilities and sewer systems.
- (e) Any loss, cost or expense arising out of any governmental directions or requests that the entity or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants;
- (f) Acid rain;
- (g) Water pollution caused by oil or its derivatives;
- (19) Claims for refund of taxes, fees or assessments;
- (20) Claims for refund, reimbursement or repayment of any monies or property to which a Covered Party was not legally entitled;
- (21) Claims for uninsured or underinsured motorist coverage.

SECTION VI – CONDITIONS

A. Covered Parties shall:

- (1) Provide a copy to the Authority within 30 days of all Government Code Section 910 claims, and all suits covered by this Memorandum, except property damage claims under five hundred dollars (\$500.00);
- (2) Notify the Authority of any Occurrence reasonably likely to be covered by this Memorandum, including but not limited to:
 - (i) One or more fatalities;
 - (ii) Loss of a limb;
 - (iii) Loss of use of any sensory organ;
 - (iv) Quadriplegia or paraplegia;
 - (v) Third degree burns involving more than ten percent of the body;
 - (vi) Serious facial disfigurement; or
 - (vii) Paralysis;
- (3) Upon demand, forward to the Authority every demand, notice, summons or other process received;
- (4) Cooperate with the Authority and upon the Authority's request assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Covered Party for Damages or expenses with respect to which coverage is afforded under this Memorandum;
- (5) Attend hearings and trials and assist in securing evidence and obtaining the attendance of witnesses;
- (6) Not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expense without the written consent of the Authority.

B. **Bankruptcy.** Bankruptcy or insolvency of the Covered Party shall not relieve the Authority of any of its obligations hereunder.

C. **Other Coverage.** If insurance or other coverage with any insurer, joint powers authority or other source is available to the Covered Party covering a loss also covered by this Memorandum (whether on primary, excess, or contingent basis), the coverage under this Memorandum shall be in excess of, and shall not contribute with, such other insurance or coverage, provided that this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum.

- D. **Actions.** No action shall lie against the Authority with respect to the coverages and related provisions defined in this Memorandum unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Memorandum, nor until the amount of the Covered Party's obligations to pay shall have been finally determined either by judgment against the Covered Party after actual trial or by written agreement of the Covered Party, the claimant and the Authority. Any person or organization or the representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recovery under this Memorandum to the extent of the coverage afforded by this Memorandum. No person or entity shall have the right under this Memorandum to join the Authority as a party to any action against the Covered Party to determine the Authority's liability, nor shall the Authority be impleaded by the Covered Party or its legal representative.
- E. **Subrogation.** The Authority shall be subrogated to the extent of any payment hereunder to all the Covered Parties' rights of recovery thereof and the Covered Parties shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:
- (1) The highest layer of coverage shall be reimbursed first and if there be sufficient recoveries then the next highest layer until all recoveries are depleted;
 - (2) The expenses of all such recovery proceedings shall be paid before any reimbursements are made. If there is no recovery in the proceedings conducted by the Authority, the Authority shall bear the expenses thereof.
- F. **Changes.** Except by written endorsement issued by the Authority to form a part of this Memorandum, the terms of this Memorandum cannot be waived or changed, regardless of the act, omission, notice to, or knowledge by anyone.
- G. **Arbitration.** Decisions by the Authority as to whether coverage exists for a particular claim (or part of a claim) shall be made by the Board of Directors or by such employee or committee as the Board designates. A Covered Party may appeal to the Board of Directors any such decision.

Any dispute concerning this Memorandum shall not be the subject of any court action, but shall instead be submitted to binding arbitration to determine whether the Authority abused its discretion and acted arbitrarily or capriciously. The Covered Party must exhaust the right to appeal to the Board of Directors, if applicable, before requesting arbitration of a dispute.

Arbitration shall be conducted pursuant to Title IX of the California Code of Civil Procedure (commencing with Section 1280), except as otherwise provided herein. Arbitration shall be conducted by a three-person panel. The Covered Party or

Parties shall select a total of one arbitrator; the Authority shall select one arbitrator; and the two arbitrators shall then select a third arbitrator upon mutual agreement. No arbitrator shall be employed or affiliated with the Authority or any Covered Party.

The procedures set forth in California Code of Civil Procedure Section 1283.05 relating to depositions and discovery shall apply.

Each party shall bear the cost of its selected arbitrator and shall bear one-half the cost of the third arbitrator. Each party shall bear its own costs and expenses of arbitration, including attorneys fees.

The decision of the panel of arbitrators shall be final and binding, and shall not be subject to appeal.

ENDORSEMENT NO. 1

**PUBLIC ENTITY RISK MANAGEMENT AUTHORITY
Policy Year 2012-2013**

DEFENSE COSTS - CITY ATTORNEY

The definition of Defense Costs is modified to include attorney time by the City Attorney's office. Credit will be given at the following rates:

City Attorney/Interim City Attorney	\$165 per hour
Assistant City Attorney	\$125 per hour
Deputy City Attorney	\$110 per hour

Credit is contingent on the City Attorney's office following the claims handling reporting guidelines established by the Claims Manager, and itemization of attorney time on a monthly basis in conformance with the billing guidelines established by the Claims Manager.

In addition to all other notice and reporting requirements, the handling attorney will notify PERMA if, at any time, the exposure for defense costs plus indemnity is equal to or more than 50% of the City's Retained Limit.

This endorsement is part of the Memorandum of Liability Coverage and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:

Issued To: City of Moreno Valley

Issue Date: July 1, 2012

Authorized Representative,

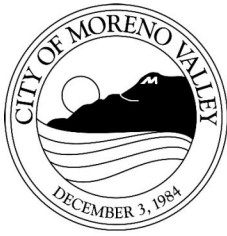


Scott Ellerbrock
General Manager

**PUBLIC ENTITY RISK MANAGEMENT AUTHORITY
MEMBERSHIP ROSTER 2012**

1. Adelanto
2. Banning
3. Barstow
4. Blythe
5. Canyon Lake
6. Cathedral City
7. Coachella
8. Desert Hot Springs
9. Eastvale
10. Hesperia
11. Holtville
12. Imperial County Transportation Commission (ICTC)
13. Imperial Valley Emergency Communications Authority (IVECA)
14. Jurupa Valley
15. La Mesa
16. March Joint Powers Authority
17. Mojave Desert & Mountain Integrated Waste Management Authority
18. Moreno Valley
19. Mount San Jacinto Winter Park Authority (Palm Springs Aerial Tramway)
20. Murrieta
21. Norco
22. Palo Verde Valley Transit Agency
23. Perris
24. Rancho Mirage
25. San Jacinto
26. Stanton
27. SunLine Transit Agency
28. Victor Valley Economic Development Authority
29. Victor Valley Transit Authority
30. Victorville
31. Westmorland

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: June 12, 2012

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES TO INCLUDE RATE SCHEDULES AND ASSOCIATED AGREEMENTS FOR ECONOMIC DEVELOPMENT RATE – NEW BUSINESS OR EXPANDED LOAD CUSTOMERS AND ECONOMIC DEVELOPMENT RATE – BUSINESS RETENTION FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Resolution No. 2012-44 amending the Electric Rates to include rate schedules for the Economic Development Rate ED – New Business or Expanded Load Customers and Economic Development Rate BR – Business Retention for Moreno Valley Utility.
2. Authorize the City Manager to execute, on behalf of the City Council, the required Economic Development Rate Agreement for Business Retention pursuant to Schedule ED-BR - Economic Development – Business Retention Rate.
3. Authorize the City Manager to execute, on behalf of the City Council, the required Economic Development Rate Agreement for New or Expanded Load Electric Service Customer pursuant to Schedule ED - Economic Development Rate.

BACKGROUND

One of the primary reasons for the creation of the electric utility was to promote a competitive economic climate. The ability to attract businesses and jobs to the City through economic development incentives such as discounted electric rates is an

important tool to expanding the tax base of the City. The electric utility was formed in June 2001 and began serving customers in February 2004.

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

A Request for Proposals for an Electric Cost of Service and Rate Design Study was issued in July 2011. The purpose of the Cost of Service and Rate Design Study is to establish an independent cost of service study model to help determine the true cost of providing electric service and establish a baseline for electric rates. EES Consulting, Inc., who performed the Cost of Service and Rate Design Study, was also asked to perform a review and analysis of the utility's Line Extension/Reimbursement policy and to highlight areas, if any, the City might want to consider modifying while considering economic development incentive electric rates.

DISCUSSION

At the Study Session on May 15, 2012, staff and consultant discussed the results of the Electric Cost of Service and Rate Design Study, as well as the results of the review and analysis of the utility's Line Extension/Reimbursement policy and considerations of economic development incentive rates.

Based on the projected revenue requirement and cost of service analysis, EES Consulting recommends the following for MVU:

- Using current rates, MVU is running a slight deficit in revenues compared to FY 2012 costs.
- Based on the current cost of service inter-class results, it appears that the current rate design aligns fairly close to Moreno Valley's cost of service by rate class. It is therefore recommended that MVU continues this policy.
- Going forward, it is recommended that MVU obtain information on the detailed expenses associated with ENCO's distribution share expense. In order for costs to be properly allocated, it is necessary for MVU to understand how much time and effort is spent on customer related activities (billing, meter reading, and customer service) and how much is spent on maintaining the distribution system. The accounts that would be useful to track are the following:
 - Meter Reading
 - Customer accounting/billing

- Customer Service
 - Other Customer related costs
 - Maintenance of substations
 - Maintenance for street lights
 - Meters related O&M
 - Maintenance of lines & transformers
 - Other costs not fitting in the above costs categories
- While a positive cash flow is projected for MVU for the period 2012 through 2016, the results rely on the assumptions on load growth, proposed rate increases and power supply cost projections.
 - It is recommended that operating reserves equal to ENCO's rate stabilization reserve is set aside to pay for future capital projects. This operating reserve would be in addition to ENCO's rate stabilization reserve.
 - It is recommended that MVU continues to monitor revenue and cost levels, as well as updating the cost of service study periodically. The cost of service study is based on assumptions regarding, load growth, proposed rate increases and power supply costs that are highly uncertain.

EES Consulting also performed a review and analysis of MVU's existing Line Extension Policy and Reimbursement Policy, and was asked to provide some guidance on designing electric rates that can be used as an economic development tool. It was recommended that no changes be made to the existing line extension/reimbursement policy, and that the following considerations be made when implementing any economic development incentive rates:

- Provide incentives without harming the City or utility
- Consider
 - Value and number of jobs
 - Tax revenue
 - Size of electric load
 - Target a specific industry
 - Target load factor
 - Target energy efficiency
- Unique MVU considerations
 - Avoidable costs are low due to ENCO contract and power supply costs
 - Only 20% of total costs do not increase with load increases
- Reserve levels

As a result of these considerations, staff recommended an Economic Development Program that consists of a discounted electric rate based on certain criteria. The discounted rate would be in effect for six years, and is separated into three tiers, as shown below.

NEW BUSINESSES

- Targeted industries
 - Logistics/Distribution
 - Healthcare
- Building size
 - Logistics/Distribution 500,000 square feet minimum
 - Healthcare 100,000 square feet minimum
- Job creation
 - Tier 1 discount rate: 150 to 499 jobs
 - Tier 2 discount rate: 500 to 999 jobs
 - Tier 3 discount rate: more than 1,000 jobs
- City Revenue Producer – either sales tax or use tax generation
 - Tier 1a
- Minimum electric load of 500 kW demand

	Tier 1/Tier 1a	Tier 2	Tier 3
Years 1 - 2	15%	20%	20%
Years 3 - 4	12%	15%	20%
Years 5 – 6	10%	10%	15%

Staff also recommends an electric rate discount to retain existing businesses, most notably at the Stoneridge Towne Centre and Moreno Beach Plaza. This discounted rate is for a period of three years.

SR 60 EAST RETAIL RETENTION INCENTIVE

- Targeted Users
 - Anchor stores at Stoneridge Towne Centre and Moreno Beach Plaza
- Criteria
 - Building size of 25,000 square feet
 - Existing employees of 30 or more
- Electric rate discount of 20% for three years

Staff was directed by City Council to return with the appropriate electric rate schedules and agreements for consideration to approve and adopt.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates to include rate schedules and associated agreements for the Economic Development Rate – New Business or Expanded Load Customers and Economic Development Rate – Business Retention for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to offer competitive rates to attract new businesses and retain existing customers.*
2. Do not approve proposed resolution amending the Electric Rates to include rate schedules and associated agreements for the Economic Development Rate – New Business or Expanded Load Customers and Economic Development Rate – Business Retention for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to offer competitive rates and attract new businesses and retain existing customers.*

FISCAL IMPACT

The average annual customer savings under the New Business Program/Expanded Load Program is described in the table below:

	Tier 1/Tier 1a	Tier 2	Tier 3
Average max demand of 1 MW	\$100,878	\$122,690	\$149,954
Average max demand of 750 kW	\$72,244	\$87,865	\$107,390
Average max demand of 580 kW	\$53,945	\$65,609	\$87,479

The average annual customer savings under the Retention Program is described in the table below:

	Years 1 - 3
Average max demand of 1 MW	\$163,586
Average max demand of 750 kW	\$117,153

Average max demand of 580 kW	\$87,479
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CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:

The proposed rate adjustments ensures timely changes to the rates of the City’s utility, and helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City attract new businesses and jobs for the community.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

- Attachment 1 – Proposed Resolution
- Attachment 2 – Electric Rate Schedule ED – Economic Development Rate
- Attachment 3 – Electric Rate Schedule ED-BR – Economic Development – Business Retention Rate
- Attachment 4 – Economic Development Rate Agreement for New or Expanded Load Electric Service Customer
- Attachment 5 – Economic Development Rate Agreement for Business Retention

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:

RESOLUTION NO. 2012-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES TO INCLUDE RATE SCHEDULES AND ASSOCIATED AGREEMENTS FOR THE ECONOMIC DEVELOPMENT RATE – NEW BUSINESS OR EXPANDED LOAD CUSTOMERS AND ECONOMIC DEVELOPMENT RATE – BUSINESS RETENTION FOR MORENO VALLEY UTILITY

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

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

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

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

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

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

Attachment 1

Resolution No. 2012-44
Date Adopted: June 12, 2012

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

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates for Economic Development Rate – New Business or Expanded Load Customers and Economic Development Rate – Business Retention and Electric Service Rules, Fees, and Charges as on file in the Public Works Department.

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012 – XX
Date Adopted: June 12, 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-____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

(SEAL)

Resolution No. 2012 – XX
Date Adopted: June 12, 2012

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SCHEDULE ED – ECONOMIC DEVELOPMENT (“ED”) RATE

Applicability

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein.

1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility’s service territory.
2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer’s past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer’s current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.
3. A New Customer shall meet the following criteria:
 - a. Targeted industries
 - i. Logistics/Distribution
 - ii. Medical/Healthcare
 - iii. Auto Dealerships
 - b. Building/Area size
 - i. Logistics/Distribution 500,000 sf minimum
 - ii. Medical/Healthcare 100,000 sf minimum
 - iii. Auto Dealerships 5 acres
 - c. Job Creation
 - i. Tier 1 Discount Rate 150 – 499 jobs
 - ii. Tier 2 Discount Rate 500 – 999 jobs
 - iii. Tier 3 Discount Rate greater than 1000 jobs
 - d. City Revenue Producer – either sales tax or use tax generation
 - i. Tier 1a Discount Rate

Territory

Within the entire territory served by Moreno Valley Utility.

Character of Service

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter,

Attachment 2

Proposed by the Moreno Valley Utility
Date Adopted: June 12, 2012

at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

Rates

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer’s otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer’s otherwise applicable rate schedule will be reduced as follows:

	Tier 1/Tier 1a	Tier 2	Tier 3
Years 1 - 2	15%	20%	20%
Years 3 - 4	12%	15%	20%
Years 5 – 6	10%	10%	15%

Special Conditions

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single six-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the Public Works Director or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the six-year term of the Agreement.
4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an Expanded Load Customer under Applicability Sections 1 and 2 above, respectively, must agree to maintain a minimum level of load for six years from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.
5. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.

Proposed by the Moreno Valley Utility
Date Adopted: June 12, 2012

6. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.
7. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or “green power” premiums.
8. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.
9. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City’s approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer, and coincides with the customer’s normal billing cycle.
10. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic Development Rate Agreement has expired, if they meet the criteria therefore.
11. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.

**Proposed by the Moreno Valley Utility
Date Adopted: June 12, 2012**

3

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SCHEDULE ED-BR

ECONOMIC DEVELOPMENT- BUSINESS RETENTION RATE

Applicability

This Schedule is applicable to the anchor stores at Stoneridge Towne Centre and Moreno Beach Plaza, whose building size is 25,000 square feet or larger and have 30 or more employees.

1. The Customer must demonstrate to the satisfaction of the City that relocation of its entire operation to a site outside of Moreno Valley Utility's service territory is a viable alternative or that the threat of closure of the Customer's existing facilities is otherwise imminent.
2. The Customer must provide:
 - a. An affidavit that "but for" the economic development retention rate incentives, in combination with other city-sponsored incentives, such customer would relocate outside of the City's electric service territory, and
 - b. Substantial evidence demonstrating the business has considered viable locations outside of Moreno Valley's service territory including but not limited to incentive offer letters from competing states, local jurisdictions and economic development organizations and/or real estate sale and lease agreements for competing sites, or
 - c. Substantial evidence documenting the imminent threat of facility closure, including but not limited to letters from business owners or appropriate corporate officers documenting the circumstances which have led to this imminent threat and why the Business Retention Rate is necessary to retain the business within Moreno Valley Utility's service territory.
3. The Customer must agree to maintain a minimum level of load for five years from the date service is first rendered as set forth in the Economic Development Rate Agreement for Business Retention.

Territory

Within the entire territory served by Moreno Valley Utility.

Rates

Except as provided herein, or in the Economic Development Business Retention Rate Agreement, all charges and provisions of the customer's otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer's otherwise applicable rate schedule will be reduced as follows:

- Year 1 20%
- Year 2 20%
- Year 3 20%

Attachment 3

Proposed by the Moreno Valley Utility
Date Adopted: June 12, 2012

- Year 4 0%
- Year 5 0%

Special Conditions

1. Term: Economic Development Rate Agreement for Business Retention entered into under this Schedule shall be for a single five-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the Public Works Director or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement for Business Retention in order for the rates under this Schedule to be applicable. In addition to the terms of this Schedule, the Economic Development Rate Agreement for Business Retention shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the five-year term of the Agreement.
4. Minimum Load: All customers must agree to maintain a minimum level of load for five years from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement for Business Retention.
5. State Mandated Public Purpose Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Charge as established by the City Council.
6. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or “green power” premiums.
7. Effective Date: The Agreement becomes effective upon execution by the parties, and the Economic Development Business Retention Rate commences with the customer’s normal billing cycle following execution of the Agreement by both parties.
8. Restrictions: Residential customers, small commercial customers, and federal, state or local government agencies are not eligible to apply for service under this Schedule.

**Proposed by the Moreno Valley Utility
Date Adopted: June 12, 2012**

CITY OF MORENO VALLEY ELECTRIC UTILITY
ECONOMIC DEVELOPMENT RATE AGREEMENT
FOR NEW OR EXPANDED LOAD ELECTRIC SERVICE CUSTOMER

This ECONOMIC DEVELOPMENT RATE AGREEMENT for New or Expanded Load Electric Service Customer is made and entered into this ____ day of _____, 20__ by and between _____ (“Customer”), and the CITY OF MORENO VALLEY (“Moreno Valley”), a California general law city and municipal corporation organized and existing under the laws of the State of California, each hereinafter sometimes referred to individually as “Party” and collectively as “Parties”.

In consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 Agreement: This document and appendices, as amended from time to time.
- 1.2 Authorized Representative: The representative designated by each Party, in accordance with Section 14.1, to act on such Party’s behalf with respect to those matters specified in this Agreement.
- 1.3 Economic Development Rate (“ED”): the rates and charges set forth in Schedule ED, subject to the terms and conditions of this Agreement.
- 1.4 Base Period Usage: As defined in Section 4 of this Agreement.
- 1.5 Commencement Date: The date on which Moreno Valley shall begin charging Customer for Electric Service at the Electric Rate as such date may be established pursuant to Section 6.2 and may be tolled pursuant to Section 11.4, but not to exceed twelve (12) months from the Effective Date.
- 1.6 Customer: Customer as defined in the Moreno Valley’s Electric Rule 1.
- 1.7 Effective Date: The date this Agreement is executed by both parties, as set forth in the introductory paragraph of the Agreement.
- 1.8 Electric Rate: Those Customer’s Otherwise Applicable Rate Schedule for Electric Service, less the discounts set forth in Subsection 3.3.
- 1.9 Electric Rules: Applies to all, or any combination of, Moreno Valley’s “Electric Service Rules, Fees, and Charges”, as modified from time to time and adopted by the Moreno Valley City Council.
- 1.10 Electric Service: Energy, demand, substation distribution and transmission service necessary to deliver such Energy to Customer’s Points of Interconnection, and such other services that Moreno Valley is required to provided pursuant to this Agreement,

the Electric Service Rules and any programs or services mandated by a state or federal regulatory agency, or Moreno Valley's City Council.

- 1.11 Expanded Load: The amount of qualifying load eligible for discount under this Agreement and shall be measured as the difference between the new monthly, meter-documented energy use and demand, and the Base Period Usage.
- 1.12 Expanded Load Customer: A commercial or industrial customer currently served by Moreno Valley meeting the qualifications set forth in Schedule ED and expanding business operations within Moreno Valley's electric service area that will add new load and increase their average monthly demand by a minimum of 200 kW.
- 1.13 Forecast Maximum Demand: Customer's forecast of its Total Load maximum demand, including any expansion of load planned over the six years of this Agreement.
- 1.14 Labor Dispute: A strike, walkout, lockout or other dispute between a Party's labor force and the Party.
- 1.15 Liquidated Damages: Damages owed by Customer to Moreno Valley as provided in Section 10 of this Agreement.
- 1.16 Minimum Charge: The amount as defined in Customer's Otherwise Applicable Rate Schedule.
- 1.17 Minimum Load: The minimum metered kilowatt input at the Point of Interconnection during one calendar month as averaged over a rolling one year period, as referenced for Customer in Section 5.
- 1.18 New Load Customer: A commercial or industrial customer meeting the qualifications set forth in Schedule ED, locating in Moreno Valley's electric service territory.
- 1.19 Otherwise Applicable Rate (OAR) Schedule: The rate schedule under which Customer is taking electric service from Moreno Valley at the time of signing this Agreement, and any applicable successor schedule.
- 1.20 Party, Parties: The parties to this Agreement are Moreno Valley and Customer, as defined above.
- 1.21 Total Load: customer's recorded (metered) load (energy and demand).
- 1.22 Uncontrollable Force(s): Any cause beyond the control of the Party affected and asserting excuse from performance, including but not restricted to flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or inaction by or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority which by exercise of due diligence such Party could not reasonably have been expected to avoid and to the extent which by exercise of due diligence it has been unable to overcome. The Party claiming such Uncontrollable Force must give the other Party at least ten (10) days written notice of the commencement of such cause, and keep the other Party informed concerning the continuance of such cause.

2 CUSTOMER AFFIDAVIT OF ELIGIBILITY

2.1 Customer represents and warrants to Moreno Valley that it satisfies the criteria for Schedule ED eligibility as indicated by Customer’s initials below [Customer must initial Subsection 2.4 and one of Subsections 2.2 or 2.3.

2.2 () New Load Customer that:

2.2.1 Has a projected minimum monthly electrical demand of at least 500 kW; or

2.3 () Expanded Load Customer is an existing customer of Moreno Valley that:

2.3.1 Covenants to increase its average monthly demand by a minimum of 200 kW, and

2.3.2 Customer represents that all documents that it has provided to Moreno Valley as evidence of Customer’s ability to maintain such a demand increase during the Agreement Term are true and correct.

2.4 () Customer represents and warrants under penalty of perjury under the laws of the State of California that all covenants, statements of facts, representations, and documents provided to Moreno Valley with respect to Customer’s eligibility for Schedule ED are true and correct.

3 ECONOMIC DEVELOPMENT RATE

3.1 Customer represents that it meets the applicability requirements of Schedule ED.

3.2 Customer agrees to purchase from Moreno Valley and Moreno Valley agrees to sell to Customer at the Electric Rate set forth herein, all of Customer’s Electric Service requirements at Customer’s Site(s) including Electric Service necessary to deliver such Energy to Customer’s Points of Interconnection throughout the Term of this Agreement. Except as expressly provided in this Agreement, Moreno Valley shall provide such Electric Service in accordance with the Electric Rules. In the event any term of this Agreement adds to, varies or contradicts the Electric Rules, the terms of this Agreement shall prevail.

3.3 Subject to the terms and conditions of this Agreement, Moreno Valley will provide New Load Customers and only the Expanded Load for existing Customers a _____ discount off the Customer’s bill calculated based on the rate components comprising its OAR for purchases of electricity (demand and energy) over the six-year term of this Agreement.

	Tier 1/Tier 1a	Tier 2	Tier 3
Years 1 - 2	15%	20%	20%
Years 3 - 4	12%	15%	20%
Years 5 – 6	10%	10%	15%

3.4 All charges for electric Service pursuant to this Agreement shall be subject to Moreno Valley’s Public Purpose Program Charge, any applicable state or federal energy Tax, and any other governmental taxes, duties, or fees, as may be revised from time to time

by the relevant regulatory authority, applicable to Electric Service provided by Moreno Valley.

- 3.5 The Electric Service provided herein is expressly reserved for Customer’s sole use. Customer is prohibited from transferring, providing, or reselling all or any portion of such service to any third party or parties.

4 BASE PERIOD USAGE

- 4.1 Base Period Usage must be established for each Customer.
- 4.2 Moreno Valley shall determine Customer’s Base Period Usage by estimating Customer’s load characteristics, including estimated demand and energy usage on a time-of-use basis using available data, including Customer’s previous electricity bills, if any. That calculation shall be used to determine Customer’s Base Period Usage until recorded load data becomes available to more definitively establish Customer load characteristics. When Moreno Valley can more accurately estimate Customer’s actual load characteristics, Customer’s Base Period Usage shall be established based upon the new recorded data.
- 4.3 If Customer is subject to billing on a time-of-use basis but does not have the requisite historical data to determine its actual base period usage, Moreno Valley shall estimate Customer’s load characteristics, including estimated demand and energy usage on a time-of-use basis using available data. That calculation shall be used as Customer’s Base Period Usage until recorded load data becomes available to more definitively establish Customer’s load characteristics. When Moreno Valley can more accurately estimate Customer’s actual load characteristics, Customer’s Base Period Usage shall be established based upon the new recorded data.
- 4.4 Base Period Usage is established as follows:

	Average Monthly Base Period Usage (kW)	Average Hourly Base Period Usage (kWh)
Facilities Related Demand		N/A
Summer		
On-Peak		
Mid-Peak		
Off-Peak		
Overall		
Winter		
Mid-Peak		
Off-Peak		
Overall		

Base Period Usage Facilities Related Demand is computed as follows:

1. Determine a Facilities Related Demand for each month in the period used to establish Base Period Usage that is the greater of:
 - a. The maximum billing demand for the month, or

- b. 50% of the highest of all the billing demands in the period used to establish Base Period Usage.
2. Compute the average of the monthly Facilities Related Demands thus determined. This is Base Period Usage Facilities Related Demand.
3. An “XXX” entered above indicates that the entry is not applicable to Customer’s Base Period Usage.

5 MINIMUM LOAD

- 5.1** Customer must maintain a Minimum Load for each year from the date service is first rendered under Schedule ED for the six-year term of this Agreement.
- 5.2** The Minimum Load for a New Customer representing and warranting its eligibility for Schedule ED under Subsection 2.2 of this Agreement must be at least 500 kW.
- 5.3** The Minimum Load for an Existing Customer representing and warranting its eligibility for Schedule ED under Subsection 2.3 of this Agreement cannot be lower than 200 kW.
- 5.4** If during any year of service the New Customer’s Total Load maximum demand falls below 500 kW in any three months, the Customer’s discounts under Section 3.3 above shall be suspended for the balance of the year and such suspension shall begin with the month of the third occurrence. Customer’s discounts applicable to total Load, shall resume at the beginning of the following year, subject to the terms of this provision. For purposes of this section, a year of service commences with the start of each level of discount set forth above in Section 3.3.
- 5.5** If during any year of service the Expanded Load Customer’s Minimum Expanded Load falls below 200 kW in any three months, the Customer’s discounts under Section 3.3 above shall be suspended for the balance of the year and such suspension shall begin with the month of the third occurrence. Customer’s discounts applicable to Minimum Expanded Load shall resume at the beginning of the following year, subject to the terms of this provision. For purposes of this section, a year of service commences with the start of each level of discount set forth above in Section 3.3.
- 5.6** Any load reductions shown to be directly attributable to energy efficiency measures implemented after establishing Base Period Usage in this Agreement shall not adversely impact the calculation of Customer’s Minimum Load. The imputed load reductions attributable to any energy efficiency measure implemented subsequent to the establishment of Base Period Usage shall be added back into the load calculation in the event that New Customer’s Minimum Load falls below 500 kW, or Expanded Load Customer’s Minimum Expanded Load falls below 200 kW. Provided that New Customer maintains usage of at least 500 kW, and Expanded Load Customer maintains their Minimum Expanded Load, net of any energy efficiency impacts, all Customer discounts shall apply.

6 COMMENCEMENT OF SERVICE

- 6.1** Moreno Valley will begin providing the Customer service under Schedule ED at the start of the next regular billing period following the date the Customer notifies Moreno Valley that service should begin under Schedule ED, which date shall not be more than 12 months from the effective date of this Agreement.
- 6.2** Customer estimates that service under Schedule ED shall commence at the start of the next regular billing period beginning after _____ and shall provide Moreno Valley at least five business days' notice of any change in such date.

7 ACKNOWLEDGEMENT

- 7.1** Except as otherwise amended herein, customer acknowledges that it is fully subject to all terms and conditions contained in Customer's OAR, or its successor rate schedule, all of the Moreno Valley's rules, and all terms and conditions of service contained in Moreno Valley's rates. Any provision pertaining to either a peak period rate limiter or an average rate limiter does not apply.
- 7.2** Customer also acknowledges that Moreno Valley may request documentation to support Customer's signed Affidavit and may verify any supporting documentation and statements Customer has made in support of its signed Affidavit.

8 TERM

- 8.1** This Agreement shall be effective for six years following the commencement of service under Schedule ED pursuant to Section 6 of this Agreement.
- 8.2** At the end of the sixth year, Customer will no longer take service under Schedule ED and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the sixth year of service under this Agreement.
- 8.3** This Agreement is not renewable at the expiration of its term.

9 TERMINATION

This Agreement may be terminated (subject to payment of Liquidated Damages as provided for in Section 10) by either party upon written notice as follows.

- 9.1** Termination for Misrepresentation or Fraud: Moreno Valley may terminate this Agreement upon five business days' notice if any representation made by Customer in this Agreement is untrue in any material respect, or if any statement in Customer's Affidavit was untrue, or if Moreno Valley determines that Customer was not eligible for Schedule ED when this Agreement was signed, in which case Liquidated Damages as set forth in Section 10.3 shall be paid.
- 9.2** Termination at Customer's Request: customer may request termination of this Agreement at any time by providing at least 60 days' written notice to Moreno Valley.
- 9.3** Termination for Nonpayment: Moreno Valley may terminate this Agreement if Customer fails to pay any amount due, under Schedule ED within 30 days after receipt

of notice of nonpayment from Moreno Valley. Customer shall be liable for all unpaid amounts and any late payment charges.

- 9.4 Termination for Noncompliance: Moreno Valley may terminate this Agreement upon five business days' notice if Customer fails to comply with any term or condition of Schedule ED or this Agreement, or if Customer ceases the operations to which this Agreement applies or moves such operations out of the Moreno Valley's service territory.
- 9.5 Termination for Ineligibility: Moreno Valley may terminate this Agreement upon five business days' notice if it determines that Customer has become ineligible for Schedule ED.
- 9.6 Termination for Failure to Maintain Minimum Load: Moreno Valley may terminate this Agreement if Customer fails to maintain its Minimum Load during any consecutive 12 month period or shuts down its operations. If Customer fails to maintain its Minimum Load, Moreno Valley must provide Customer at least 90 days' notice of termination and Customer shall have the opportunity to increase its load to the Minimum Load and demonstrate to Moreno Valley's satisfaction that it will continue to use its Minimum Load for the remaining term of this Agreement.
- 9.7 Termination for Failure to Commence Service: Moreno Valley may terminate this Agreement if Customer does not begin service within 12 months after the date this Agreement was executed.
- 9.8 Obligations Continuing: Termination of this Agreement shall not relieve either Party of its obligations incurred prior to termination.
- 9.9 Upon termination of the Agreement, Moreno Valley's obligation to provide Electric Service to Customer and the rates and rules applicable to Moreno Valley's provision of such Electric Service shall be pursuant to Moreno Valley's then existing Electric Service Rate Schedules.

10 LIQUIDATED DAMAGES

- 10.1 Upon termination of this Agreement, prior to its six-year term pursuant to Sections 9.1, 9.2, 9.3, 9.4, 9.5, or 9.6, Customer shall be required to pay Moreno Valley Liquidated Damages. The Liquidated Damages are required to ensure that neither Moreno Valley nor its ratepayers are financially or otherwise damaged if this Agreement is prematurely terminated before the end of its term.
- 10.2 It would be extremely difficult for the Parties to identify the amounts of increased or additional costs attributable to termination of this Agreement. Parties agree the Liquidated Damages specified herein are a reasonable approximation of damages which Moreno Valley and its ratepayers may incur as a result of such termination, and that the damage amount does not represent a penalty.
- 10.3 For termination under Section 9.1 above, Liquidated Damages under this Agreement shall be an amount equal to 200% of the cumulative difference between (i) the amount

the Customer would have paid for its energy and demand if billed at their OAR from the date service was first rendered under Schedule ED to the date of termination, and (ii) the amount billed to Customer under this Agreement and Schedule ED during the same period.

- 10.4 For termination under Sections 9.2, 9.3, 9.5, or 9.6 above (excepting business closure or reduction in load without relocation) Liquidated Damages under this Agreement shall be an amount equal to 100% of the cumulative difference between (i) the amount billed to Customer under Schedule ED from the date service was first rendered under Schedule ED to the date of termination, and (ii) the amount the Customer would have paid for its energy and demand if billed at their OAR from the date service was first rendered under Schedule ED to the date of termination. Should a customer's usage increase such that the cumulative liquidated damages become negative upon contract termination, under no circumstances will Moreno Valley be liable for paying liquidated damages to a customer.
- 10.5 After termination of this Agreement for any cause, Customer shall be billed at its OAR.
- 10.6 The limitations of the Moreno Valley's Electric Rule 17 shall not apply to amounts payable under this Agreement.
- 10.7 The Moreno Valley may in its discretion require Customer to establish a letter of credit or other security as a condition to providing service under Schedule ED to secure payment of any Liquidated Damages.

11 UNCONTROLLABLE FORCE

- 11.1 Neither Party shall be considered to be in default in the performance of any obligation under this Agreement, except for obligations to pay money, when and to the extent that failure of performance shall be caused by an Uncontrollable Force.
- 11.2 If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent the following conditions are met.
 - 11.2.1 The suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force.
 - 11.2.2 The nonperforming Party uses its best efforts to cure its inability to perform. This subsection shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts, or other labor disputes shall be at the sole discretion of the Party having the difficulty.
 - 11.2.3 When the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect immediately.

- 11.3 Nonperformance due to Uncontrollable Force shall be excused, provided Party can demonstrate that the Uncontrollable Force was owing to causes outside its reasonable control and the occurrence of the Uncontrollable Force could not have been prevented by the exercise of due diligence.
- 11.3.1 Accordingly, nonperformance shall be excused from the date of the occurrence of the Uncontrollable Force, provided the nonperforming Party has given the other Party written notice describing the particulars of the occurrence within two weeks of the event.
- 11.3.2 Accordingly, nonperformance shall be excused from the date on which the nonperforming Party gives the other Party written notice describing the particulars of the occurrence of the Uncontrollable Force, is such written notice is given more than two weeks after the Uncontrollable Force occurred.
- 11.4 If Customer experiences an Uncontrollable Force that prevents Customer from complying with Schedule ED and this Agreement, Customer may request that Moreno Valley suspend the terms of Schedule ED and this Agreement for the duration of the Uncontrollable Force. Customer will be billed at the Otherwise Applicable Rate for the duration of the suspension of this Agreement. Resumption of the terms of Schedule ED and this Agreement shall commence with the next regularly scheduled billing period. In addition, the term of this Agreement will be extended for up to 12 months beyond the term originally established in this Agreement by the length of time this Agreement was suspended.
- 11.5 The occurrence of an Uncontrollable Force shall not (i) prevent Moreno Valley from terminating this Agreement in accordance with Sections 9.4 and 9.5, or (ii) extend the period any level of discount is available as provided in Section 2.3.
- 11.6 If the Uncontrollable Force causing the nonperformance is caused by the actions or inactions of legislative, judicial or regulatory agencies, or other proper authority, this Agreement may be amended to comply with the legal or regulatory change causing the nonperformance. Any such amendment must first be approved by the Moreno Valley City Council prior to implementation.

12 INDEMNITY

- 12.1** Except for any liens, claims, costs, damages, liability or loss resulting from Willful Action, as defined herein, Customer agrees to indemnify, protect, defend, and hold harmless Moreno Valley, and Moreno Valley's employees, officers, managers, agents and City Council Members from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including reasonable attorney and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with this Agreement but only

in proportion to and to the extent such liens, claims, damages, liability or loss are caused by or result from the negligent acts, errors, or omissions of Customer, its employees, officers, or agents. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Customer or anyone employed or working under the Customer.

12.2 “Willful Action” shall be defined as an action taken or not taken by a Party at the direction of its directors, officers, or employees where:

12.2.1 An action is knowingly or intentionally taken or not taken with conscious indifference to the consequences thereof or with intent that injury or damage would probably result therefrom; or

12.2.2 An action has been determined by final arbitration, judgment, or judicial decree to be a material default under this Agreement and occurs beyond the time specified for curing such default or, if no time to cure is specified therein, occurs or continues thereafter beyond a reasonable time to cure such default; or

12.2.3 An action is knowingly or intentionally taken or not taken with the knowledge of material default under this Agreement.

12.3 Willful Action does not include any act or failure to act which is merely involuntary, accidental, negligent, or performed (or not performed).

12.4 The provisions of this Section 13 shall be binding upon the Parties to the full extent permitted by law. The obligations set forth herein are binding on the successors, assigns and heirs of Customer and shall survive termination of this Agreement.

13 ASSIGNMENT OF AGREEMENT

13.1 Customer shall not assign this Agreement or any part or interest thereof, to a third party without the prior, written consent of an authorized representative of the City of Moreno Valley. Any assignment made without such consent shall be void and of no effect. Further, any assignment made under this Agreement shall be subject to any applicable City Council authorization except as waived by the City Council.

14 REPRESENTATIVES AND NOTICES

14.1 Representatives: Upon the Effective Date of the Agreement, the Public Works Director for Moreno Valley, and person identified on the execution page for Customer shall be the Authorized Representatives who will act on its behalf in the implementation of this Agreement. Either Party may at any time change, via written notice, the designation of its Authorized Representative to the other Party.

14.2 Form of Notice: any notice and other communication required or permitted to be given under this Agreement shall be deemed given: (i) when hand delivered; or (ii) one (1) business day after pickup by Federal Express or similar overnight delivery service properly addressed as provided below; or (iii) three (3) business days after such notice or communication shall have been deposited with the United States Postal Service,

postage prepaid and properly addressed as provided below; or (iv) when sent by facsimile transmission to the fax numbers provided below, with receipt of such fax confirmed telephonically, provided that on the same day such notice or communication shall also be hand delivered or sent by overnight delivery pursuant to this Subsection.

- 14.3** Addresses Of Parties: Notices to Moreno Valley should be given to: Public Works Director, City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA 92552; Notices to Customer shall be given to the addressee at the location shown on the execution page.
- 14.4** Change of Address: Either Party may change such address by giving notice to the other Party as provided herein.

15 ENFORCEMENT

- 15.1** Legal Action: In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.
- 15.2** Governing Law: This Agreement shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States as applicable without regard to the conflicts of laws or rules thereof. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided in this Agreement shall be tried in a court of proper jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 15.3** Damage Limitation: Moreno Valley shall not be liable for any consequential, incidental, indirect, or special damages, whether in contract, tort, or strict liability including, but not limited to, lost profits, property damage, personal injury and loss of power, arising out of or in any way related to power outages, other electric service interruption(s), Moreno Valley's performance or nonperformance of its obligations under this Agreement or termination of this Agreement.
- 15.4** Attorney Fees: If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.
- 15.5** Disputes: All disputes regarding questions of fact, opinions or interpretation of provisions in this Agreement shall be submitted to the Authorized Representatives. If the Authorized Representatives are unable to resolve the dispute, the matter shall be referred to the individuals designated to receive notices pursuant to Section 14. Nothing

in this Agreement precludes either Party from taking any lawful action it deems appropriate to enforce its rights.

- 15.6** Waivers: Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

16 MISCELLANEOUS

- 16.1** Integration and Amendment: this Agreement contains the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous oral or written communications of the Parties. Neither Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty of the other Party outside those expressly set forth in this Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be interpreted in a manner that most accurately reflects the original intent of the Parties, and is consistent with the nature of the Parties' rights and obligations. No modification of this Agreement shall be valid or binding unless in writing duly signed by both Parties.
- 16.2** Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material this its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
- 16.3** Exhibits: All documents referred to below and attached to this Agreement as Exhibits are incorporated into and made a part of this Agreement. Exhibit "A": Customer Site(s); Metered Accounts
- 16.4** Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of

any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents to be effective on the date of the Moreno Valley's signature below.

CITY OF MORENO VALLEY, a municipal corporation

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CUSTOMER:

By: _____

Name:

Title:

Address for Notice Representative:

Name: _____

Street: _____

City: _____

Telephone: _____

Fax: _____

Email: _____

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CITY OF MORENO VALLEY ELECTRIC UTILITY
ECONOMIC DEVELOPMENT RATE AGREEMENT
FOR BUSINESS RETENTION

This BUSINESS RETENTION RATE AGREEMENT for Electric Service Customer is made and entered into this ____ day of _____, 20__ by and between _____ (“Customer”), and the CITY OF MORENO VALLEY (“Moreno Valley”), a California general law city and municipal corporation organized and existing under the laws of the State of California, each hereinafter sometimes referred to individually as “Party” and collectively as “Parties”.

In consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 Agreement: This document and appendices, as amended from time to time.
- 1.2 Authorized Representative: The representative designated by each Party, in accordance with Section 14.1, to act on such Party’s behalf with respect to those matters specified in this Agreement.
- 1.3 Economic Development Rate (“ED”): the rates and charges set forth in Schedule ED-BR, subject to the terms and conditions of this Agreement.
- 1.4 Base Period Usage: As defined in Section 4 of this Agreement.
- 1.5 Commencement Date: The date on which Moreno Valley shall begin charging Customer for Electric Service at the Electric Rate as such date may be established pursuant to Section 6.2 and may be tolled pursuant to Section 11.4, but not to exceed twelve (12) months from the Effective Date.
- 1.6 Customer: Customer as defined in the Moreno Valley’s Electric Rule 1.
- 1.7 Effective Date: The date this Agreement is executed by both parties, as set forth in the introductory paragraph of the Agreement.
- 1.8 Electric Rate: Those Customer’s Otherwise Applicable Rate Schedule for Electric Service, less the discounts set forth in Subsection 3.3.
- 1.9 Electric Rules: Applies to all, or any combination of, Moreno Valley’s “Electric Service Rules, Fees, and Charges”, as modified from time to time and adopted by the Moreno Valley City Council.
- 1.10 Electric Service: Energy, demand, substation distribution and transmission service necessary to deliver such Energy to Customer’s Points of Interconnection, and such other services that Moreno Valley is required to provided pursuant to this Agreement,

the Electric Service Rules and any programs or services mandated by a state or federal regulatory agency, or Moreno Valley's City Council.

- 1.11 Labor Dispute: A strike, walkout, lockout or other dispute between a Party's labor force and the Party.
- 1.12 Liquidated Damages: Damages owed by Customer to Moreno Valley as provided in Section 10 of this Agreement.
- 1.13 Minimum Charge: The amount as defined in Customer's Otherwise Applicable Rate Schedule.
- 1.14 Minimum Load: The minimum metered kilowatt input at the Point of Interconnection during one calendar month as averaged over a rolling one year period, as referenced for Customer in Section 5.
- 1.15 Otherwise Applicable Rate (OAR) Schedule: The rate schedule under which Customer is taking electric service from Moreno Valley at the time of signing this Agreement, and any applicable successor schedule.
- 1.16 Party, Parties: The parties to this Agreement are Moreno Valley and Customer, as defined above.
- 1.17 Total Load: customer's recorded (metered) load (energy and demand).
- 1.18 Uncontrollable Force(s): Any cause beyond the control of the Party affected and asserting excuse from performance, including but not restricted to flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or inaction by or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority which by exercise of due diligence such Party could not reasonably have been expected to avoid and to the extent which by exercise of due diligence it has been unable to overcome. The Party claiming such Uncontrollable Force must give the other Party at least ten (10) days written notice of the commencement of such cause, and keep the other Party informed concerning the continuance of such cause.

2 CUSTOMER AFFIDAVIT OF ELIGIBILITY

- 2.1 Customer represents and warrants to Moreno Valley that it satisfies the criteria for Schedule ED-BR eligibility as indicated by Customer's initials below [Customer must initial Subsections 2.2 and 2.3].
- 2.2 () Customer qualifications:
 - 2.2.1 Is considered an anchor store at Stoneridge Towne Centre or Moreno Beach Plaza with a minimum building size of 25,000 square feet and 30 or more employees; and
 - 2.2.2 Customer has a projected minimum monthly electrical demand of at least 100 kW; and

- 2.2.3 Customer provides an affidavit that “but for” the business retention rate incentives, in combination with other city-sponsored incentives, such customer would relocate outside of Moreno Valley’s electric service territory; and
- 2.2.4 Customer provides substantial evidence demonstrating the business has considered viable locations outside of Moreno Valley’s service territory, including, but not limited to incentive offer letters from competing states, local jurisdictions and economic development organizations, and/or real estate sale and lease agreements for competing sites;
- 2.3 () Customer represents and warrants under penalty of perjury under the laws of the State of California that all covenants, statements of facts, representations, and documents provided to Moreno Valley with respect to Customer’s eligibility for Schedule ED-BR are true and correct.

3 ELECTRIC SERVICE AND RATES

- 3.1 Electric Service Requirements: Customer agrees to purchase from Moreno Valley and Moreno Valley agrees to sell to Customer at the Electric Rate set forth herein, all of Customer’s Electric Service requirements at Customer’s Site(s) including Electric Service necessary to deliver such Energy to Customer’s Points of Interconnection throughout the Term of this Agreement. Except as expressly provided in this Agreement, Moreno Valley shall provide such Electric Service in accordance with the Electric Rules. In the event any term of this Agreement adds to, varies or contradicts the Electric Rules, the terms of this Agreement shall prevail.
- 3.2 Subject to the terms and conditions of this Agreement, Moreno Valley will provide a discount off the Customer’s bill calculated based on the rate components comprising its OAR for purchases of electricity (demand and energy) over the five-year term of this Agreement.

	Discount
Years 1 - 3	20%
Years 4 - 5	0%

- 3.3 All charges for electric Service pursuant to this Agreement shall be subject to Moreno Valley’s Public Purpose Program Charge, any applicable state or federal energy Tax, and any other governmental taxes, duties, or fees, as may be revised from time to time by the relevant regulatory authority, applicable to Electric Service provided by Moreno Valley.
- 3.4 The Electric Service provided herein is expressly reserved for Customer’s sole use. Customer is prohibited from transferring, providing, or reselling all or any portion of such service to any third party or parties.

4 BASE PERIOD USAGE

- 4.1 Base Period Usage must be established for each Customer.
- 4.2 Moreno Valley shall determine Customer’s Base Period Usage by estimating Customer’s load characteristics, including estimated demand and energy usage on a time-of-use basis using available data, including Customer’s previous electricity bills, if any. That calculation shall be used to determine Customer’s Base Period Usage until recorded load data becomes available to more definitively establish Customer load characteristics. When Moreno Valley can more accurately estimate Customer’s actual load characteristics, Customer’s Base Period Usage shall be established based upon the new recorded data.
- 4.3 If Customer is subject to billing on a time-of-use basis but does not have the requisite historical data to determine its actual base period usage, Moreno Valley shall estimate Customer’s load characteristics, including estimated demand and energy usage on a time-of-use basis using available data. That calculation shall be used as Customer’s Base Period Usage until recorded load data becomes available to more definitively establish Customer’s load characteristics. When Moreno Valley can more accurately estimate Customer’s actual load characteristics, Customer’s Base Period Usage shall be established based upon the new recorded data.
- 4.4 Base Period Usage is established as follows:

	Average Monthly Base Period Usage (kW)	Average Hourly Base Period Usage (kWh)
Facilities Related Demand		N/A
Summer On-Peak Mid-Peak Off-Peak Overall		
Winter Mid-Peak Off-Peak Overall		

Base Period Usage Facilities Related Demand is computed as follows:

1. Determine a Facilities Related Demand for each month in the period used to establish Base Period Usage that is the greater of:
 - a. The maximum billing demand for the month, or
 - b. 50% of the highest of all the billing demands in the period used to establish Base Period Usage.
2. Compute the average of the monthly Facilities Related Demands thus determined. This is Base Period Usage Facilities Related Demand.
3. An “XXX” entered above indicates that the entry is not applicable to Customer’s Base Period Usage.

5 MINIMUM LOAD

- 5.1** Customer must maintain a Minimum Load for each year from the date service is first rendered under Schedule ED-BR for the five-year term of this Agreement.
- 5.2** The Minimum Load must be at least 100 kW.
- 5.3** If during any year of service the New Customer's Total Load maximum demand falls below the Minimum Load in any three months, the Customer's discounts under Section 3.3 above shall be suspended for the balance of the year and such suspension shall begin with the month of the third occurrence. Customer's discounts applicable to total Load, shall resume at the beginning of the following year, subject to the terms of this provision. For purposes of this section, a year of service commences with the start of each level of discount set forth above in Section 3.2.
- 5.4** Any load reductions shown to be directly attributable to energy efficiency measures implemented after establishing Base Period Usage in this Agreement shall not adversely impact the calculation of Customer's Minimum Load. The imputed load reductions attributable to any energy efficiency measure implemented subsequent to the establishment of Base Period Usage shall be added back into the load calculation in the event that Customer's usage falls below the Minimum Load. Provided that Customer maintains usage of at least the Minimum Load, net of any energy efficiency impacts, all Customer discounts shall apply.

6 COMMENCEMENT OF SERVICE

- 6.1** Moreno Valley will begin providing the Customer service under Schedule ED-BR at the start of the next regular billing period following the date the Customer notifies Moreno Valley that service should begin under Schedule ED, which date shall not be more than 12 months from the effective date of this Agreement.
- 6.2** Customer estimates that service under Schedule ED shall commence at the start of the next regular billing period beginning after _____ and shall provide Moreno Valley at least five business days' notice of any change in such date.

7 ACKNOWLEDGEMENT

- 7.1** Except as otherwise amended herein, customer acknowledges that it is fully subject to all terms and conditions contained in Customer's OAR, or its successor rate schedule, all of the Moreno Valley's rules, and all terms and conditions of service contained in Moreno Valley's rates. Any provision pertaining to either a peak period rate limiter or an average rate limiter does not apply.
- 7.2** Customer also acknowledges that Moreno Valley may request documentation to support Customer's signed Affidavit and may verify any supporting documentation and statements Customer has made in support of its signed Affidavit.

8 TERM

- 8.1** This Agreement shall be effective for five years following the commencement of service under Schedule ED-BR pursuant to Section 6 of this Agreement.
- 8.2** At the end of the fifth year, Customer will no longer take service under Schedule ED-BR and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the sixth year of service under this Agreement.
- 8.3** This Agreement is not renewable at the expiration of its term.

9 TERMINATION

This Agreement may be terminated (subject to payment of Liquidated Damages as provided for in Section 10) by either party upon written notice as follows.

- 9.1** Termination for Misrepresentation or Fraud: Moreno Valley may terminate this Agreement upon five business days' notice if any representation made by Customer in this Agreement is untrue in any material respect, or if any statement in Customer's Affidavit was untrue, or if Moreno Valley determines that Customer was not eligible for Schedule ED-BR when this Agreement was signed, in which case Liquidated Damages as set forth in Section 10.3 shall be paid.
- 9.2** Termination at Customer's Request: customer may request termination of this Agreement at any time by providing at least 60 days' written notice to Moreno Valley.
- 9.3** Termination for Nonpayment: Moreno Valley may terminate this Agreement if Customer fails to pay any amount due, under Schedule ED-BR within 30 days after receipt of notice of nonpayment from Moreno Valley. Customer shall be liable for all unpaid amounts and any late payment charges.
- 9.4** Termination for Noncompliance: Moreno Valley may terminate this Agreement upon five business days' notice if Customer fails to comply with any term or condition of Schedule ED-BR or this Agreement, or if Customer ceases the operations to which this Agreement applies or moves such operations out of the Moreno Valley's service territory.
- 9.5** Termination for Ineligibility: Moreno Valley may terminate this Agreement upon five business days' notice if it determines that Customer has become ineligible for Schedule ED-BR.
- 9.6** Termination for Failure to Maintain Minimum Load: Moreno Valley may terminate this Agreement if Customer fails to maintain its Minimum Load during any consecutive 12 month period or shuts down its operations. If Customer fails to maintain its Minimum Load, Moreno Valley must provide Customer at least 90 days' notice of termination and Customer shall have the opportunity to increase its load to the Minimum Load and demonstrate to Moreno Valley's satisfaction that it will continue to use its Minimum Load for the remaining term of this Agreement.

- 9.7 Termination for Failure to Commence Service: Moreno Valley may terminate this Agreement if Customer does not begin service within 12 months after the date this Agreement was executed.
- 9.8 Obligations Continuing: Termination of this Agreement shall not relieve either Party of its obligations incurred prior to termination.
- 9.9 Upon termination of the Agreement, Moreno Valley's obligation to provide Electric Service to Customer and the rates and rules applicable to Moreno Valley's provision of such Electric Service shall be pursuant to Moreno Valley's then existing Electric Service Rate Schedules.

10 LIQUIDATED DAMAGES

- 10.1 Upon termination of this Agreement, prior to its five-year term pursuant to Sections 9.1, 9.2, 9.3, 9.4, 9.5, or 9.6, Customer shall be required to pay Moreno Valley Liquidated Damages. The Liquidated Damages are required to ensure that neither Moreno Valley nor its ratepayers are financially or otherwise damaged if this Agreement is prematurely terminated before the end of its term.
- 10.2 It would be extremely difficult for the Parties to identify the amounts of increased or additional costs attributable to termination of this Agreement. Parties agree the Liquidated Damages specified herein are a reasonable approximation of damages which Moreno Valley and its ratepayers may incur as a result of such termination, and that the damage amount does not represent a penalty.
- 10.3 For termination under Section 9.1 above, Liquidated Damages under this Agreement shall be an amount equal to 200% of the cumulative difference between (i) the amount the Customer would have paid for its energy and demand if billed at their OAR from the date service was first rendered under Schedule ED-BR to the date of termination, and (ii) the amount billed to Customer under this Agreement and Schedule ED during the same period.
- 10.4 For termination under Sections 9.2, 9.3, 9.5, or 9.6 above (excepting business closure or reduction in load without relocation) Liquidated Damages under this Agreement shall be an amount equal to 100% of the cumulative difference between (i) the amount billed to Customer under Schedule ED-BR from the date service was first rendered under Schedule ED-BR to the date of termination, and (ii) the amount the Customer would have paid for its energy and demand if billed at their OAR from the date service was first rendered under Schedule ED-BR to the date of termination. Should a customer's usage increase such that the cumulative liquidated damages become negative upon contract termination, under no circumstances will Moreno Valley be liable for paying liquidated damages to a customer.
- 10.5 After termination of this Agreement for any cause, Customer shall be billed at its OAR.
- 10.6 The limitations of the Moreno Valley's Electric Rule 17 shall not apply to amounts payable under this Agreement.

10.7 The Moreno Valley may in its discretion require Customer to establish a letter of credit or other security as a condition to providing service under Schedule ED-BR to secure payment of any Liquidated Damages.

11 UNCONTROLLABLE FORCE

11.1 Neither Party shall be considered to be in default in the performance of any obligation under this Agreement, except for obligations to pay money, when and to the extent that failure of performance shall be caused by an Uncontrollable Force.

11.2 If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent the following conditions are met.

11.2.1 The suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force.

11.2.2 The nonperforming Party uses its best efforts to cure its inability to perform. This subsection shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts, or other labor disputes shall be at the sole discretion of the Party having the difficulty.

11.2.3 When the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect immediately.

11.3 Nonperformance due to Uncontrollable Force shall be excused, provided Party can demonstrate that the Uncontrollable Force was owing to causes outside its reasonable control and the occurrence of the Uncontrollable Force could not have been prevented by the exercise of due diligence.

11.3.1 Accordingly, nonperformance shall be excused from the date of the occurrence of the Uncontrollable Force, provided the nonperforming Party has given the other Party written notice describing the particulars of the occurrence within two weeks of the event.

11.3.2 Accordingly, nonperformance shall be excused from the date on which the nonperforming Party gives the other Party written notice describing the particulars of the occurrence of the Uncontrollable Force, is such written notice is given more than two weeks after the Uncontrollable Force occurred.

11.4 If Customer experiences an Uncontrollable Force that prevents Customer from complying with Schedule ED-BR and this Agreement, Customer may request that Moreno Valley suspend the terms of Schedule ED-BR and this Agreement for the duration of the Uncontrollable Force. Customer will be billed at the Otherwise

Applicable Rate for the duration of the suspension of this Agreement. Resumption of the terms of Schedule ED-BR and this Agreement shall commence with the next regularly scheduled billing period. In addition, the term of this Agreement will be extended for up to 12 months beyond the term originally established in this Agreement by the length of time this Agreement was suspended.

- 11.5 The occurrence of an Uncontrollable Force shall not (i) prevent Moreno Valley from terminating this Agreement in accordance with Sections 9.4 and 9.5, or (ii) extend the period any level of discount is available as provided in Section 2.3.
- 11.6 If the Uncontrollable Force causing the nonperformance is caused by the actions or inactions of legislative, judicial or regulatory agencies, or other proper authority, this Agreement may be amended to comply with the legal or regulatory change causing the nonperformance. Any such amendment must first be approved by the Moreno Valley City Council prior to implementation.

12 INDEMNITY

- 12.1 Except for any liens, claims, costs, damages, liability or loss resulting from Willful Action, as defined herein, Customer agrees to indemnify, protect, defend, and hold harmless Moreno Valley, and Moreno Valley's employees, officers, managers, agents and City Council Members from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including reasonable attorney and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with this Agreement but only in proportion to and to the extent such liens, claims, damages, liability or loss are caused by or result from the negligent acts, errors, or omissions of Customer, its employees, officers, or agents. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Customer or anyone employed or working under the Customer.
- 12.2 "Willful Action" shall be defined as an action taken or not taken by a Party at the direction of its directors, officers, or employees where:
 - 12.2.1 An action is knowingly or intentionally taken or not taken with conscious indifference to the consequences thereof or with intent that injury or damage would probably result therefrom; or
 - 12.2.2 An action has been determined by final arbitration, judgment, or judicial decree to be a material default under this Agreement and occurs beyond the time specified for curing such default or, if no time to cure is specified therein, occurs or continues thereafter beyond a reasonable time to cure such default; or

12.2.3 An action is knowingly or intentionally taken or not taken with the knowledge of material default under this Agreement.

12.3 Willful Action does not include any act or failure to act which is merely involuntary, accidental, negligent, or performed (or not performed).

12.4 The provisions of this Section 12 shall be binding upon the Parties to the full extent permitted by law. The obligations set forth herein are binding on the successors, assigns and heirs of Customer and shall survive termination of this Agreement.

13 ASSIGNMENT OF AGREEMENT

13.1 Customer shall not assign this Agreement or any part or interest thereof, to a third party without the prior, written consent of an authorized representative of the City of Moreno Valley. Any assignment made without such consent shall be void and of no effect. Further, any assignment made under this Agreement shall be subject to any applicable City Council authorization except as waived by the City Council.

14 REPRESENTATIVES AND NOTICES

14.1 Representatives: Upon the Effective Date of the Agreement, the Public Works Director for Moreno Valley, and person identified on the execution page for Customer shall be the Authorized Representatives who will act on its behalf in the implementation of this Agreement. Either Party may at any time change, via written notice, the designation of its Authorized Representative to the other Party.

14.2 Form of Notice: any notice and other communication required or permitted to be given under this Agreement shall be deemed given: (i) when hand delivered; or (ii) one (1) business day after pickup by Federal Express or similar overnight delivery service properly addressed as provided below; or (iii) three (3) business days after such notice or communication shall have been deposited with the United States Postal Service, postage prepaid and properly addressed as provided below; or (iv) when sent by facsimile transmission to the fax numbers provided below, with receipt of such fax confirmed telephonically, provided that on the same day such notice or communication shall also be hand delivered or sent by overnight delivery pursuant to this Subsection.

14.3 Addresses Of Parties: Notices to Moreno Valley should be given to: Public Works Director, City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA 92552; Notices to Customer shall be given to the addressee at the location shown on the execution page.

14.4 Change of Address: Either Party may change such address by giving notice to the other Party as provided herein.

15 ENFORCEMENT

- 15.1** Legal Action: In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.
- 15.2** Governing Law: This Agreement shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States as applicable without regard to the conflicts of laws or rules thereof. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided in this Agreement shall be tried in a court of proper jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 15.3** Damage Limitation: Moreno Valley shall not be liable for any consequential, incidental, indirect, or special damages, whether in contract, tort, or strict liability including, but not limited to, lost profits, property damage, personal injury and loss of power, arising out of or in any way related to power outages, other electric service interruption(s), Moreno Valley's performance or nonperformance of its obligations under this Agreement or termination of this Agreement.
- 15.4** Attorney Fees: If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.
- 15.5** Disputes: All disputes regarding questions of fact, opinions or interpretation of provisions in this Agreement shall be submitted to the Authorized Representatives. If the Authorized Representatives are unable to resolve the dispute, the matter shall be referred to the individuals designated to receive notices pursuant to Section 14. Nothing in this Agreement precludes either Party from taking any lawful action it deems appropriate to enforce its rights.
- 15.6** Waivers: Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

16 MISCELLANEOUS

- 16.1** Integration and Amendment: this Agreement contains the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous oral or written communications of the Parties. Neither Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty of the other Party outside those expressly set forth in this Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be interpreted in a manner that most accurately reflects the original intent of the Parties, and is consistent with the nature of the Parties' rights and obligations. No modification of this Agreement shall be valid or binding unless in writing duly signed by both Parties.
- 16.2** Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material this its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
- 16.3** Exhibits: All documents referred to below and attached to this Agreement as Exhibits are incorporated into and made a part of this Agreement. Exhibit "A": Customer Site(s); Metered Accounts
- 16.4** Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents to be effective on the date of the Moreno Valley's signature below.

CITY OF MORENO VALLEY, a municipal corporation

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CUSTOMER:

By: _____

Name: _____

Title: _____

Address for Notice Representative:

Name: _____

Street: _____

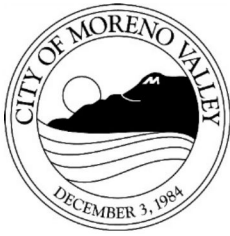
City: _____

Telephone: _____

Fax: _____

Email: _____

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

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Interim Human Resources Director

AGENDA DATE: June 12, 2012

TITLE: APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION, MORENO VALLEY MANAGEMENT ASSOCIATION AND MORENO VALLEY CONFIDENTIAL MANAGEMENT EMPLOYEES FOR THE PERIOD OF JULY 1, 2012 THROUGH JUNE 30, 2015

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment A), Moreno Valley Management Association (Attachment B) and Moreno Valley Confidential Management Employees (Attachment C) for the period of July 1, 2012 through June 30, 2015.
2. Extend the economic provisions of these Agreements to unrepresented classifications as specified in this report.
3. Approve updates to the Salary Schedule and Personnel Rules & Regulations to incorporate revisions as specified in the attached MOUs.
4. Authorize the Financial and Administrative Services Director to adjust operating budgets to reflect the Council's approval of the recommended actions.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Over a series of meetings from January – May 2012, the City met and conferred with labor negotiation teams representing the Moreno Valley Management Association (MVMA) and the Moreno Valley City Employees Association (MVCEA) regarding successor MOUs for Fiscal Year 2012-13. At the onset of this process, the Moreno Valley Confidential Management Employees (MVCME) bargaining unit opted for a parity agreement with MVMA, precluding the need for separate negotiations with that unit.

Through the course of these negotiations, Tentative Agreements were reached with the Associations to cover a 3-Year period expiring June 30, 2015. During its Closed Session meeting on May 8th, the City Council approved the Tentative Agreement with MVCEA, updates to the Tentative Agreement with MVMA/MVCME, approved extension of the terms to unrepresented City employees, and directed staff to finalize and present the successor MOUs for Council approval. Terms of these Agreements have also been ratified by each respective bargaining unit.

DISCUSSION

Key provisions of these Agreements are listed below.

	<u>MVCEA</u>	<u>MVMA & MVCME</u>
3-year Agreement (7/1/12 – 6/30/15)	✓	✓
Annual Re-openers		
Merit Increases	✓	✓
Wages	✓	✓
Benefits	✓	✓
Updates to Personnel Rules and Regulations	✓	✓
Furloughs	✓	
Increases to 2013 medical/dental insurance	✓	

	<u>MVCEA</u>	<u>MVMA & MVCME</u>
Any other topics of mutual agreement	✓	✓
July 2012 Cost of Living Adjustment: 4.75%	✓	✓
Employee Concessions: <i>Status Quo</i> Continue Furlough -10% No Merit Increases -5%	✓	✓
Collaborate toward Comprehensive MOU	✓	Completed
Status Quo on Retirement Reforms	✓	✓
Re-Open Meet & Confer if legislation affects employer-paid PERS to the extent permitted by law	✓	
Lengthen Probationary Period to 12 months for new external hires	✓	✓
Closure of City Offices between the Christmas and New Year's holidays	✓	✓
Parity provision (with other Bargaining Unit)	✓	✓
Documented performance feedback in lieu of interim evaluations for probationary employees	✓	

Consistent with longstanding practice for employee wage/benefit concessions, economic provisions are presented for application to unrepresented classifications. Specific classifications for these adjustments are as follows:

Assistant City Manager
City Attorney
City Clerk
Community and Economic Development Director
Financial and Administrative Services Director
Human Resources Director
Parks and Community Services Director
Public Works Director/City Engineer

The recommended action would not apply to the classification of City Manager, which does not receive automatic salary adjustments.

Provisions for Cost of Living Adjustments contained in each MOU represent the first reduction in employee wage concessions since July of 2008. The employee wage concessions implemented in July 2009 that remain in full effect and are not altered by the terms of each MOU include:

Furlough: *Generates 10% salary cost reduction*
 Suspension of Merit Increases: *Generates 5% salary cost savings*

Pension and Benefit reform measures enacted by the City Council since 2009 also remain in full effect under a tiered system where new employees receive lower City contributions toward medical benefits and significantly reduced pension benefits.

Providing a long-needed feature not afforded by previous MOUs, the Agreements with MVMA and MVCME are comprehensive listings of all terms applicable to their respective members. Still under development, the MOU with MVCEA will ultimately provide comprehensive terms. The significant energy expended by each Association and the City toward this effort will yield significant dividends to all parties in the future, as comprehensive documents replace a sometimes confusing series of cross-referenced agreements spanning many years. The new comprehensive MOUs provide all employees, employee representatives, supervisors and managers with a single point of reference for employment terms subject to collective bargaining.

ALTERNATIVES

1. Approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment A), Moreno Valley Management Association (Attachment B) and Moreno Valley Confidential Management Employees (Attachment C) for the period of July 1, 2012 through June 30, 2015, extend the economic provisions of these Agreements to unrepresented classifications as specified in this report, approve updates to the Salary Schedule and Personnel Rules & Regulations to incorporate revisions as specified in the attached MOUs and authorize the Financial and Administrative Services Director to adjust operating budgets to reflect the Council's approval of the recommended actions. ***Staff recommends this alternative. Council action to approve the attached Memoranda of Understanding follows previous approval of Tentative Agreements with MVCEA and MVMA (and, by extension MVCME), and will fulfill terms of the City's Employer/Employee Relations Resolution.***

2. NOT approve the successor Memoranda of Understanding (MOUs) between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment A), Moreno Valley Management Association (Attachment B) and Moreno Valley Confidential Management Employees (Attachment C) for the period of July 1, 2012 through June 30, 2015, not extend the economic provisions of these Agreements to unrepresented classifications as specified in this report, not approve updates to the Salary Schedule and Personnel Rules & Regulations to incorporate revisions as specified in the attached MOUs and not authorize the Financial and

Administrative Services Director to adjust operating budgets to reflect the Council's approval of the recommended actions. **Staff does not recommend this alternative.**

FISCAL IMPACT

FY 2012-13 salary costs associated with the recommended Cost of Living Adjustment provisions within the Memoranda of Understanding are listed below:

	<u>General Fund</u>	<u>TOTAL</u>
MVCEA:	\$213,695	\$515,884
MVCME:	\$20,586	\$22,484
MVMA:	\$168,833	\$420,642
Exec:	\$63,388	\$86,020
Temp:	\$10,400	\$80,000
 Total Salary:		 \$1,125,030

The annual total for all payroll-driven costs, including non-General Fund employees, is estimated at \$1,468,512 and will be supported by existing Fund Balance. Ongoing savings associated with reduced Benefit and Pension levels for employees hired since 2009 partially offsets MOU implementation costs.

ATTACHMENTS/EXHIBITS

- Attachment A: MVCEA MOU, July 1, 2012 – June 30, 2015
- Attachment B: MVMA MOU, July 1, 2012 – June 30, 2015
- Attachment C: MVCME MOU, July 1, 2012 – June 30, 2015

All MOU documents have been reviewed and approved by the City Attorney's Office

Prepared and Approved By:
 Thomas M. DeSantis
 Interim Human Resources Director

Concurred By:
 Michelle Dawson
 Assistant City Manager

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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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MORENO VALLEY
AND THE
MORENO VALLEY CITY EMPLOYEES ASSOCIATION**

This Agreement is entered into between the City of Moreno Valley and those employees designated as "Non-Exempt" who are represented by the Moreno Valley City Employees Association (MVCEA). The following is a list of provisions agreed to between the parties:

1. TERM

The term of this Agreement shall be July 1, 2012 through June 30, 2015.

2. ANNUAL RE-OPENERS

The parties agree to reopen the MOU annually throughout the term of this Agreement to meet and confer in good faith on the following topics upon request of either party, with discussions commencing within 30 days of said request:

- a. Merit Increases
- b. Wages
- c. Benefits
- d. Updates to Personnel Rules and Regulations
- e. Furloughs
- f. Increases to 2013 medical/dental insurance premiums
(this re-opener to take place by September 2012)
- g. Any other topics of mutual agreement

3. COMPREHENSIVE MOU

The parties will collaborate in good faith to develop a Comprehensive MOU incorporating language from previous MOUs which has not been superseded by subsequent Agreements. To ensure that this process moves efficiently toward accomplishing our shared goal, the parties agree that:

- a. Regular meetings will be held as required;

- b. The effort will focus on integrating all existing language - - to include terms of this Agreement - - into the master document;
- c. Any requests for substantive revisions to operative language will be deferred to further negotiations toward successor MOUs;
- d. The Comprehensive MOU will not be an official document until formally adopted by both the Association and City Council.

4. EMPLOYEE CONCESSIONS

During the term of this Agreement there shall be no other concessions by employees, reductions in City paid benefits or reductions to existing retirement contributions to the extent permitted by law.

5. SALARIES – COST OF LIVING ADJUSTMENT

Effective the first full pay period of July 2012 (which begins at noon on July 6th) implement a 4.75% across-the-board Cost of Living salary increase.

Any COLA increases deferred for employees during the entire period of FY 2008/2009 through FY 2011/12, are not to be retroactively credited, owed or otherwise be held for the future or credit, and are therefore forfeited and terminated. The City may, however, decide to implement COLA pay increases for employees when the City can afford to do so, subject to the meet and confer process.

6. RETIREMENT

City's contribution to retirement benefits will remain status quo during the term of this Agreement, subject to the re-opener as described immediately below. In the event legislation is enacted prohibiting the employer pick up of any or all of the current employer-paid "employee PERS cost" the parties will reopen the meet and confer process to negotiate replacement compensation

equal to the increased cost to employees resulting from the legislation, to the extent permitted by law.

7. MATTERS FOR FOLLOW-UP DISCUSSION

The City and MVCEA agree to discuss voluntary furloughs and job sharing.

8. UNIFORMS

The following terms apply to employees required by the City to wear uniforms, but where City-paid laundry service is not provided:

- a. Employees will have five serviceable uniform pants, five serviceable uniform shirts and one serviceable uniform jacket at the start of each fiscal year.
- b. Uniforms damaged during the year in the course and scope of duty shall be replaced on an as needed basis.
- c. The foregoing provisions do not apply to those positions for which only logo shirts are worn by employees.

9. HOLIDAYS

Authorized Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving
Day after Thanksgiving
Christmas Holiday (2 days)

If an employee works on a recognized holiday and the holiday is observed by the City on a different day, said employee will be paid 1½ pay for the hours worked on the actual holiday.

10. PROBATIONARY PERIOD

The Probationary Period will be 12 months for new employees hired on or after July 1, 2012.

- a. Written evaluations shall not be prepared for probationary employees during the probationary period.
- b. At least one performance related discussion shall be held by the immediate supervisor at the 6 month point, with a signed acknowledgment by the probationary employee that said discussion occurred.
- c. A written evaluation shall be prepared to coincide with completion of the probationary period.

The Probationary Period for promoted employees will be 6 months.

- a. Written evaluations shall not be prepared for probationary employees during the probationary period.
- b. At least one performance related discussion shall be held by the immediate supervisor at the 3 month point, with a signed acknowledgment by the probationary employee that said discussion occurred.
- c. A written evaluation shall be prepared to coincide with completion of the probationary period.

11. HOLIDAY CLOSURES

In 2012, 2013 and 2014, City Offices will be closed for annual holiday break beginning December 24th and ending January 1st. For the Friday after Thanksgiving Day, which is a furlough day, 9 hours will be banked and used to cover one of the three unpaid days between 12/24 and 1/1. Employees will be required to cover two additional work days for a closure from 12/24 through 1/1, returning to work on January 2nd. Employees assigned to alternate work schedules shall not be required to contribute in excess of 18 hours of personal leave balance to observe the prescribed holiday closure schedule for 2012.

12. HOLIDAY LEAVE ACCRUALS

Career full-time employees accrue the number of hours of holiday leave time, based on their regular full-time work day schedule and work week schedule, e.g. 8 hours when on a 5/40, 9 hours when on a 4/36, 8 or 9 hours when on a 9/80, or 10 hours when on a 4/10 work week schedule, unless otherwise specified in this Agreement. Career part-time employees accrue holiday leave time on a prorated basis

13. PARITY

During the term of this Agreement, MVCEA shall have the right to incorporate into this Agreement the comparable value of any additional economic enhancements agreed upon between the City of Moreno Valley and the Moreno Valley Management Association (MVMA).

14. PRIOR AGREEMENTS

The terms, conditions and provisions of prior Agreements shall remain in effect unless modified by this Agreement, or via the provisions contained herein pertaining to re-openers and/or the Comprehensive MOU document. The MVCEA Memorandum of Understanding for Fiscal Year 2011-12 shall remain in force through June 30, 2012.

15. RATIFICATION AND EXECUTION

The City and MVCEA acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the bargaining unit and approved by the Moreno Valley City Council. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and Association, and entered into this _____ day of _____, 2012.

Signature Page follows

For City:

Thomas W. Dault
Michelle Dawson
Montgomery
W. W. W.
Richard P. P.

For MVCEA:

Anthony Macias
Edward J. J.
Richard L. L.
Janet A. A.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY MANAGEMENT ASSOCIATION

The agreement entered into between the City of Moreno Valley and those employees designated as "Division Manager" (DM) and "Professional/ Administrative/Management" (PAM) Association (MVMA) sets forth the full terms and conditions of employment for members of the Moreno Valley Management Association, subject to amendments reached by the parties in subsequent negotiations as provided for in this document.

The following is a list of provisions agreed to between the parties:

1. TERM

The term of this agreement shall be July 1, 2012 through June 30, 2015.

2. HOLIDAY SCHEDULE

In 2012, 2013 and 2014, City Offices will be closed for annual holiday break beginning December 24th and ending January 1st. For the Friday after Thanksgiving Day, which is a furlough day, 9 hours will be banked and used to cover one of the three unpaid days between 12/24 and 1/1. Employees will be required to cover two additional work days for a closure from 12/24 through 1/1, returning to work on January 2nd. Employees assigned to alternate work schedules shall not be required to contribute in excess of 18 hours of personal leave balance to observe the prescribed holiday closure schedule for 2012.

3. SALARY

Effective the first full pay period of July 2012 (which begins at noon on July 6th) implement a 4.75% across-the-board cost-of-living salary increase.

Any COLA increases deferred for employees during the entire period of FY 2008/2009 through FY 2011/12, are not to be retroactively credited, owed or otherwise be held for the future or credit, and are therefore forfeited and terminated. The City may, however, decide to implement COLA pay increases for employees when the City can afford to do so, subject to the meet and confer process.

4. MERIT INCREASES

The City and MVMA agree that merit pay increases will not be provided to employees who are covered by this agreement during the term of this agreement.

Any merit pay increase frozen for employees during the entire period of FY 2008/2009 through the term of this agreement are not to be retroactively credited, owed or otherwise be held for the future or credit, and are therefore forfeited and terminated. The City may, however, decide to implement merit pay increases for employees when the City can afford to do so, subject to the meet and confer process.

5. REDUCED WORKWEEK

Effective July 10, 2009 employees will be temporarily placed on a 4/9 work schedule. That is, employees shall work four (4) nine-hour days. This will result in a 36-hour workweek and effectively result in a 10% decrease in salary. The work schedule will be arranged in such a way to provide adequate coverage for public services. City Hall will be closed on Fridays and the typical work week shall be Monday through Thursday. A 36-hour workweek will also be implemented at other City facilities where it is practical to do so, although such facilities may not be closed on Fridays.

The employee's rate of pay will not change and the current pay rate for a 40-hour workweek shall continue to be reported to CalPERS for retirement contribution and reporting purposes. Employer Paid Member Contributions (EPMC) of 8% shall be made based on actual earnings in accordance with CalPERS rules for pre-July 1, 2009, employees.

Continuation of this item will prevent additional positions represented by MVMA from being defunded to cover lost savings not being realized by these salary-cost savings.

6. MANAGEMENT DIFFERENTIALS

Management differentials shall continue at 2% of salary for PAM and 4% of salary for DM for pre-September 30, 2011, employees and be reduced to 1.5% of salary for PAM and 3% of salary for DM for post September 30, 2011 employees. Management differentials shall continue to be paid at the full salary rate as if no reduction in hours had occurred pursuant to #5 above.

7. BENEFIT BANK

The benefit bank for pre-July 1, 2009, full time employees shall be \$14,829 per year for employees enrolled in the City's CalPERS medical insurance program with family coverage and \$14,229 per year for those that are not. The benefit bank for full time employees hired after July 1, 2009, and before September 30, 2011, shall be \$13,200 per year for employees enrolled in the City's CalPERS medical insurance program with family coverage and \$12,600 per year for those that are not. For full time employees hired prior to July 1, 2009, that voluntarily separate or are laid off from the City and are subsequently rehired by the City within one calendar year of his/her separation date, the benefit bank will be restored to \$14,229 or \$14,829 per year. For full time employees hired between July 1, 2009, and September 30, 2011, that voluntarily separate or are laid off from the City and are subsequently rehired by the City within one year of his/her separation date, the benefit bank will be restored to \$12,600 or \$13,200 per year. For full time employees hired after September 30, 2011, the benefit bank shall be \$9,450 per year. For part time

career employees, the benefit bank shall be \$5,100 per year for pre-September 30, 2011, employees, and \$3,825 per year for post September 30, 2011 employees.

8. PERS EMPLOYEE CONTRIBUTIONS

Employees hired after July 1, 2009 shall pay the employee's portion of CalPERS retirement contributions for retirement formula 2.7%@55 (currently 8%). Employees hired after December 23, 2011 shall pay the employee's portion of CalPERS retirement contributions (currently 7%) for retirement formula 2%@55. These contributions shall be deducted from the employee's bi-weekly pay. In addition, the City will cease paying the Employer Paid Member Contribution (EPMC) for these employees. Employees that voluntarily separated from the City and subsequently rehired by the City within one calendar year of his/her separation date, the City will pay the employee's share of CalPERS contributions in the same manner as done prior to the separation.

9. PERS RETIREMENT PLAN

Employees hired prior to December 23, 2011, shall continue to participate in the PERS 2.7% @ 55 Benefit plan with Highest Year Pay Calculation (with Employer Paid Member Contribution [EPMC] for those employees hired prior to July 1, 2009). Employees hired after December 23, 2011, shall participate in the PERS 2.0% @ 55 Benefit plan with 3-year Average Pay Calculation.

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). The City pays both the employee's and employer's contributions into the plan for employees hired prior to July 1, 2009. Employees hired on or after July 1, 2009, pay their own employee's contribution into the plan, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions. This does not apply to promotional hires, whose original hire date was prior to July 1, 2009. At its option, the City may change its retirement system provider upon adoption by the City Council. Prior to any changes in retirement benefits, those eligible for retirement must be notified at least 30 days in advance. Current retirement benefits are available as follows:

- A. Career Full-time Employees hired prior to July 1, 2009 receive fully-paid PERS retirement benefits. Career Full-time Employees hired on or after July 1, 2009, pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.
- B. Career Part-time Employees hired prior to July 1, 2009 receive fully paid PERS retirement benefits after 1,000 hours. Before that point, the employee will have the employee's portion deducted from salary. Career Part-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414 (h) (2) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.

- C. Part-time/Seasonal. Temporary Employees, and Crossing Guards who are not eligible for PERS, are required to contribute 7.5% of earnings to a PST "457" deferred compensation program. Contributions to this plan will be made through payroll deduction. Employees eligible for participation in the PERS retirement plan (after 1,000 hours worked in a fiscal year) are responsible for the cost of their employee portion of PERS payment.

PERS refunds may be issued ONLY if the member has permanently separated from all PERS-covered or reciprocal employment. Or, if members have been on an unpaid leave of absence for at least six (6) months, they may request a refund of their contributions prior to returning to active employment.

Any employee hired prior to July 1, 2009, if promoted on or after July 1, 2009, will still be eligible for all benefit rates provided for employees hired prior to July 1, 2009 for the bargaining unit the employee is in on or after July 1, 2009.

For employees hired prior to July 1, 2009, that voluntarily separate or are laid off from the City and are subsequently rehired by the City within one calendar year of his/her separation date, the City will pay the employee's share of CalPERS contributions in the same manner as done prior to the separation.

10. MEETINGS

Employees designated as DM and PAM shall be allowed one hour of paid release time to attend employee relations meetings twice per year. Additional release time for employee relations purposes may be granted by the City Manager upon request.

11. FORFEITED LEAVE BALANCES

During the term of this agreement, if any PAM or DM employee is laid off as the result of a reduction in force and subsequently forfeits any unused sick leave pursuant to City personnel rules, and that employee is later re-called to work within the period provided for in Section 15 (Recall Period) of this MOU, that employee shall have any forfeited sick leave reinstated to a frozen sick leave account established in his/her name. Existing City rules for the use of frozen sick leave will continue to apply to these accounts.

12. ANNUAL LEAVE

The City's existing Annual Leave program shall be modified as follows:

- A. The limit of accrued Annual Leave will be 1,664 hours for employees hired prior to September 30, 2011, and 800 hours for employees hired on or after September 30, 2011. Once an employee reaches his/her respective cap, annual leave accruals will be suspended.

- B. 100% of accrued Annual Leave balances shall be paid in full at the time of separation.
- C. Career employees accrue annual leave time based on their years of service and employee group. The annual accrual rate is listed below:

All Employees (hired prior to 9/22/1992)

	<u>11+ years</u>
PAM	332 hours
DM	352 hours

Tier I and II employees (hired prior to 9/30/2011)

<u>Employee Group</u>	<u>0-5 years</u>	<u>6-10 years</u>	<u>11+ years</u>
PAM	252 hours	292 hours	316 hours
DM	272 hours	312 hours	336 hours

Tier III employees (hired on or after 9/30/2011)

<u>Employee Group</u>	<u>0-5 years</u>	<u>6-10 years</u>	<u>11+ years</u>
PAM	234 hours	274 hours	314 hours
DM	252 hours	292 hours	332 hours

- D. During each calendar year, each full time career employee shall use a minimum of 80 hours of annual leave.
- E. Authorized Holidays are as follows:
- New Year's Day
 - Martin Luther King, Jr. Birthday
 - Presidents Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans' Day
 - Thanksgiving
 - Day after Thanksgiving
 - Christmas Holiday (2 days)
- F. Employees will be paid for all working hours scheduled to be worked on a holiday. Thus, career, Full-Time Employees will be paid ten hours on a holiday that falls on a ten hour work day, nine hours on holidays that fall on a nine hour work day and eight hours on holidays that fall on an eight hour work day. This only involves official holidays as recognized by the City. Two floating holidays will be credited at 8 hours and will continue to be included in Annual Leave accrual rates as described in Section C above.
- G. When a holiday falls on an employee's furlough day or regular day off the employee shall be credited with the appropriate number of hours in his/her Holiday

Leave Bank. Hours will be credited as described in Section F above. Unless otherwise noted in this MOU.

H. At retirement, Frozen Sick Leave balance (sick leave accrued prior to December 14, 2007) will be paid as elected by the employee per the following formulas:

1. 70% PERS Service Credit with 30% Cash Out
2. 80 % PERS Service Credit with 20% Cash Out
3. 90 % PERS Service Credit with 10% Cash Out
4. 100 % PERS Service Credit with 0% Cash Out

Upon separation, employees shall be paid for 40% of Frozen Sick Leave. The remaining 60% shall be forfeited. The exception shall be those employees with sick leave balances "frozen" as of 9/22/92. For those employees, upon retirement, 40% of remaining "frozen" sick leave shall be available for use as PERS service credit while the remaining 60% shall be paid out in cash. Employees not retiring under the City's CalPERS contract shall forfeit the 40% of "frozen" sick leave.

13. VEBA CONTRIBUTION

The City contribution toward individual VEBA accounts for employees hired prior to September 30, 2011 shall temporarily be made at 50% of the full contribution, with the temporary monthly contributions being \$37.50 for full-time permanent employees. For employees hired on or after September 30, 2011, the VEBA shall be fully funded at \$75 per month for full-time permanent employees.

The purpose of the VEBA is to provide employees with the ability to plan for future as well as current health care expenses as included under section 213 of the Internal Revenue Code.

Employees realize a significant benefit under this Plan as eligible contributions to a VEBA Trust and the reimbursed expenses from the VEBA Trust are tax exempt.

- A. All members of the Moreno Valley Management Association are eligible to participate in the program and are given a one-time option of participating or not participating in the program. The option must be exercised within fifteen (15) days of its offering and is irrevocable.
- B. Levels of contribution for the duration of the current agreement between the parties, for all participants, are as follows:

Mandatory deduction from salary: \$25.00 per pay period.

or in the alternative, contribution amounts within the unit may be made, if the particular sub-unit is composed of a minimum of three employees, by years of service:

0-5 years	\$ 25.00 per pay period
6-10 years	\$ 25.00 per pay period

11-15 years	\$ 25.00 per pay period
16+ years	\$ 25.00 per pay period

C. In addition, participating employees' final accrued Annual Leave shall be allocated to their respective individual VEBA accounts as follows:

10% of payable hours on record at time of separation of employment which is defined as retirement, resignation, or termination of employment from the City of Moreno Valley.

D. All employee contributions made to a VEBA account shall comply with applicable IRS Codes. If The Internal Revenue Service concludes that a portion of the VEBA Program does not qualify under the requirements of the Tax Code, or the Plan no longer qualifies, the City shall meet with the Moreno Valley Management Association and discuss options to bring the Plan into compliance, or discontinue the Plan.

14. POST RETIREMENT MEDICAL BENEFIT

City Paid Retiree Medical Benefit: Effective January 1, 2001 the City shall pay a minimum of the monthly fee required by PERS for enrollment of retirees as required under the Public Employees' Medical and Hospital Care Act (PEMHCA) for employees who retire from the City of Moreno Valley under the CalPERS program.

Employees hired prior to September 30, 2011 who retire under the CalPERS retirement benefits system with a minimum of five full-time years of service with the City, shall also be eligible to receive a benefit which is the lesser of the cost of medical coverage for the retiree and spouse, or a maximum employer contribution of \$318.73 per month.

To receive the Retiree Medical Benefit, the retiree must submit documentation of payment for medical insurance coverage. Documentation for those enrolled with PERS Health is provided by PERS. In the event of the retiree's death, the surviving spouse continues to be eligible to receive the benefit.

Employees hired on or after September 30, 2011 will not be provided the City paid retiree medical benefit described in the above. For these employees, the City will pay \$75 per month towards active employees' Voluntary Employee Benefits Association (VEBA) account for retirement health insurance expenses. Employees must serve a minimum of five years of full-time employment with the City in order to become vested and eligible to use their VEBA account upon retirement.

All employees who retire under both the City of Moreno Valley and CalPERS retirement benefits system are eligible to participate in the CalPERS medical insurance program under the Public Employees Medical and Hospital Care Act (PEMCHA), and the City pays the monthly minimum fee required for each retired City of Moreno Valley employee who participates in PEMCHA.

Retirees must convert to Medicare at age 65.

15. LAYOFFS/REDUCTIONS-IN-FORCE/RECALL

The City Manager may lay off permanent and probationary workers at any time for lack of work, budgetary reasons, technological changes, or other City actions that necessitate a reduction in the work force. At least four weeks notice shall be given to any employee who is to be laid off. At the City Manager's discretion, a demotion or transfer to another department or classification may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification. The Department Heads, in consultation with the Human Resources Director, and as approved by the City Manager, will effect the layoffs.

15.1 Reduction in Force:

When it becomes necessary to reduce the work force in the City, the City Manager shall designate the job classification, division, department, or other organizational unit in order to effect a reduction in the work force. Contract, temporary, seasonal, or initial probationary employees in the same job classification(s) proposed to be reduced within the City shall be laid off first. Probationary promotional employees who are laid off shall be returned to their former classification. Employees who accept lower positions or transfers in lieu of lay-off shall be placed at a pay level within the salary range of the new position which yields a salary closest to current salary,

15.2 Order of Layoff for MVMA Employees:

The order of layoff of MVMA unit career employees shall be made in accordance with a system which favors retention of the more meritorious employees, based upon evaluation of the following factors in the listed order of implementation:

- A. An overall rating of "unsatisfactory" or "needs improvement" on the most recent performance evaluation once finalized and filed in Human Resources except when an employee has less than one year seniority with the City. In that case, only seniority will be used.
- B. Documented disciplinary actions during the preceding twelve (12) months.
- C. Seniority (length of service in a career position):
 1. in the city
 2. in the classification
 3. in the department

For MVMA employees who are equal in performance and seniority, as established in A-C above, preference will be given to those with proof of honorable military discharge,

15.3 Seniority:

Seniority is determined from the day of official appointment to a City department as a career employee, provided that any career employee, who, as a result of promotion, transfer, or voluntary demotion, is appointed to a career position in another department,

shall for purposes of layoff, carry seniority previously acquired over to the new department.

Seniority shall continue to accrue during periods of Annual Leave, layoff not exceeding three (3) years, any authorized leave of absence of less than three (3) months, or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service.

15.4 Other Policies:

The City may call back as a temporary employee, within the first year after layoff, any laid off employee who is on the recall list when the employee is qualified to fill a vacancy of a full time position.

Any employee who receives an involuntary transfer shall have the option to be reinstated to a vacated position in the classification from which said employee was involuntarily transferred for up to six (6) months from the effective date of the involuntary transfer in the event of layoff.

An employee who chooses to terminate and have his/her name placed on the Reinstatement List under this section shall notify the department in writing of his/her decision at least three (3) working days prior to the effective date of reassignment. Such termination shall be on the same date as the reassignment would have been effective.

15.5 Recall Period:

The recall period for employees laid off prior to June 30, 2011 shall be two years from the date of their layoff. The recall period for employees laid off on or after June 30, 2011, shall be three years from the date of their layoff.

15.6 Recall List:

The name of every career employee who is laid off, transfers, or elects to demote to a formerly held classification in the same department for longer than one pay period due to a Reduction-in-Force, shall be placed on the Recall List, except that the names of those MVMA unit employees laid off under Sections A & B under in "Order of Layoff for MVMA Employees" above, shall not be placed on the recall list. Vacancies to be filled within a department shall be offered to individuals named on the Recall List who, at the time of the Reduction-in-Force, held a position in the same job classification within the department as the vacancy to be filled. Order of recall shall be same as order of layoff.

- A. Individual names may be removed from the Recall List for any of the following reasons:
- B. The expiration of three (3) years from the date of placement on the list, effective June 30, 2011.
- C. Re-employment with the City in a career full-time position in a department other than that from which the employee was laid off.

- D. Failure to respond within 14 calendar days of mailing a certified letter regarding availability for employment.
- E. Failure to report to work within 14 calendar days of mailing of a certified letter containing a notice of reinstatement to a position, absent mitigating circumstances.
- F. Request in writing, including e-mail, to be removed from the list.

In the event of a vacancy, if there are no individuals on the recall list who formerly occupied the vacant classification, those individuals on the recall list who possess the necessary qualifications for the vacant classification shall be eligible for recall to the vacancy. Eligibility order shall be the same as the order of lay-off.

No person from outside City employment shall be hired in a career position in the deleted classification until all those displaced due to layoffs or transfers are recalled to their former classification or one classification lower in the same career ladder as the one in which the employee was laid off.

15.7 Status on Re-employment:

Effective June 30, 2011, a career employee who has been laid off or terminates in lieu of reassignment and is re-employed in a career position within three (3) years from the date of his layoff or termination shall be entitled to:

- A. Buy back and thereby restore all or a portion of Annual Leave credited to the employees' account on the date of layoff or termination and at the same rate as it was sold originally. This restoration must be requested in writing within 30 days of returning to work and must be fully paid back within six (6) months of the return to work.
- B. Restoration of seniority accrued prior to and accrued during layoff.
- C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of Annual Leave.
- D. Placement in the salary range as if the employee had been on a leave of absence without pay if he/she is reinstated to the same job classification in the same department from which he/she was laid off or terminated.
- E. In accordance with CalPERS regulations, restoration to the same level of CalPERS benefits and City paid member contribution that the employee received prior to being laid off or terminated.
- F. Restoration to the same level of flexible benefits (i.e. benefit bank) that the employee received prior to being laid off or terminated.

15.8 Continuation of Benefits:

Those who are laid off shall have their medical insurance benefits continued to the end of the second month following the date of their layoff in the event that they are not covered by another medical plan at that time.

16. WORKPLACE IMAGE

The City's Image policy will permit denim pants on Thursday subject to reasonable quality standards established by the Human Resources Department prior to implementation.

17. EXEMPT TEMPORARY EMPLOYEES

The City may exempt temporary employees from the PERS Contract and add a PERS payroll code to simplify payroll.

18. DIRECT PAYROLL DEPOSIT

The City may require the use of Direct Payroll Deposit as a condition of employment for employees hired after September 30, 2011.

19. OTHER BENEFITS

There shall be no other reductions in City paid benefits during the term of this agreement.

20. RE-OPENER CLAUSE

The parties agree to reopen the MOU to meet and confer in good faith on the following topics upon request of either party, with such a request to be conveyed prior to the 15th of January in each year of the MOU:

- a. Merit Increases
- b. Wages
- c. Benefits
- d. Updates to Personnel Rules and Regulations
- e. Any other topics of mutual agreement

Discussions will commence within 30 days of the request by either party pursuant to the provisions of this Section.

21. PARITY

During the term of this agreement, MVMA shall have the right to incorporate into this agreement the comparable value of any additional economic enhancements agreed upon between the City of Moreno Valley and the Moreno Valley City Employees Association (MVCEA).

22. PROBATIONARY PERIOD

The first twelve (12) months, or any duly extended longer period, of all new employment in a career position shall be deemed a probationary period. The first six (6) months, or any duly extended longer period, of all promotional employment in a career position shall be deemed a probationary period. The probationary period shall commence upon the effective date of the appointment.

During the probationary period, an employee may be terminated without the right of appeal, hearing or resort to any grievance procedure if his or her performance is deemed in any way unsatisfactory or below City standard by the City Manager, upon recommendation of the Department Head. At the conclusion of the probationary period, if the employee's performance does not meet City standards but is not altogether unsatisfactory, the probationary period may be extended up to an additional period of the same duration, at the discretion of the City Manager.

The decision to extend the length of an employee's probationary period must be based on justifiable reasons and must be made prior to the expiration of the original probationary period. Such a decision shall not be appealable or grievable.

Before an employee may promote, they must first successfully complete original probation. An employee who fails to complete his or her promotional probationary period satisfactorily shall be reinstated to the position in the same classification from which he or she was promoted unless discharged from City service as provided in the City's Personnel Rules.

23. RATIFICATION AND EXECUTION

The City and MVMA acknowledge that this Memorandum of Understanding shall not be in full force and effective until ratified by the bargaining unit and approved by the Moreno Valley City Council. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and Association, and entered into this 15th day of May 2012.

For City:

Thomas M. Dault
Michelle Dawson
Montgomery
Richard Pickett

For MVMA:

John J. Full
Vicente B. Giron
Raull M.
Alfred B.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MORENO VALLEY
AND THE
MORENO VALLEY CONFIDENTIAL MANAGEMENT EMPLOYEES**

The Agreement entered into between the City of Moreno Valley and those employees designated as members of the Moreno Valley Confidential Management Employees, subject to amendments reached by the parties in subsequent negotiations as provided for in this document.

The following is a list of provisions agreed to between the parties:

1. TERM

The term of this Agreement shall be July 1, 2012 through June 30, 2015.

2. "ME TOO" PROVISIONS

Throughout the term of this Agreement, MVCME and the City will abide by all terms and conditions contained in the Memorandum of Understanding (MOU) between the City of Moreno Valley and the Moreno Valley Management Association (MVMA) with the exception of provisions specifically listed within this Agreement.

3. ANNUAL LEAVE

The City's existing Annual Leave program shall be modified as follows:

Career employees accrue annual leave time based on their years of service and employee group. The annual accrual rate is listed below:

All Employees (hired prior to 9/22/1992)

	<i>11+ years</i>
PAM Confidential	332 hours

Tier I and II employees (hired prior to 9/30/2011)

	<i>0-5 years</i>	<i>6-10 years</i>	<i>11+ years</i>
<i>Employee Group</i> PAM Confidential	268 hours	308 hours	332 hours

Tier III employees (hired on or after 9/30/2011)

	<i>0-5 years</i>	<i>6-10 years</i>	<i>11+ years</i>
<i>Employee Group</i> PAM Confidential	216 hours	256 hours	296 hours

4. VEBA CONTRIBUTION

The City contribution toward individual VEBA accounts for employees hired prior to September 30, 2011 shall temporarily be made at 50% of the full contribution, with the temporary monthly contributions being \$37.50 for full-time permanent employees. For employees hired on or after September 30, 2011, the VEBA shall be fully funded at \$75 per month for full-time permanent employees.

The purpose of the VEBA is to provide employees with the ability to plan for future as well as current health care expenses as included under section 213 of the Internal Revenue Code.

Employees realize a significant benefit under this Plan as eligible contributions to a VEBA Trust and the reimbursed expenses from the VEBA Trust are tax exempt.

- A. All members of the MVCME are eligible to participate in the program and are given a one-time option of participating or not participating in the program. The option must be exercised within fifteen (15) days of its offering and is irrevocable.
- B. Levels of contribution for the duration of the current agreement between the parties, for all participants, are as follows:

Mandatory deduction from salary: \$25.00 per pay period.

or in the alternative, contribution amounts within the unit may be made, if the particular sub-unit is composed of a minimum of three employees, by years of service:

0-5 years	\$ 25.00 per pay period
6-10 years	\$ 50.00 per pay period
11+ years	\$ 75.00 per pay period

- C. In addition, participating employees' final accrued Annual Leave shall be allocated to their respective individual VEBA accounts as follows:

0-5 years	0% of payable hours on record at time of separation of employment which is defined as retirement, resignation, or termination of employment from the City of Moreno Valley.
6-10 years	10% of payable hours on record at time of separation of employment which is defined as retirement, resignation, or termination of employment from the City of Moreno Valley.
11+ years	20% of payable hours on record at time of separation of employment which is defined as retirement, resignation, or termination of employment from the City of Moreno Valley.

D. All employee contributions made to a VEBA account shall comply with applicable IRS Codes. If The Internal Revenue Service concludes that a portion of the VEBA Program does not qualify under the requirements of the Tax Code, or the Plan no longer qualifies, the City shall meet with the Moreno Valley Confidential Management Employees and discuss options to bring the Plan into compliance, or discontinue the Plan.

5. PARITY

During the term of this agreement, MVCME shall have the right to incorporate into this agreement the comparable value of any additional economic enhancements agreed upon between the City of Moreno Valley and the Moreno Valley Management Association (MVMA).

6. RATIFICATION AND EXECUTION

The City and MVCME acknowledge that this Memorandum of Understanding shall not be in full force and effective until ratified by the bargaining unit and approved by the Moreno Valley City Council. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and Association, and entered into this 16 day of May 2012.

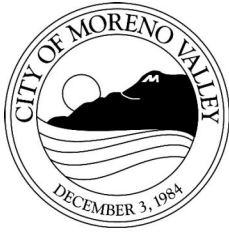
For City:

Thomas W. Deant
Michelle Dawson
Richard Pickett

For MVCME:

Montgomery
m. alonzo

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

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: June 12, 2012

TITLE: CONFLICT OF INTEREST CODE – AGENCY REVIEW

RECOMMENDED ACTION

Staff recommends that the City Council, as the code reviewing body of the City of Moreno Valley, direct each agency, which has adopted a Conflict of Interest Code pursuant to the provisions of the Political Reform Act of 1974 (Government Code §87100, et. seq.), to review its Conflict of Interest Code, and if a change is necessary, to submit its biennial report to the City Clerk no later than October 1, 2012.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The California Government Code §87306.5 provides that by no later than July 1 of each even-numbered year, the code reviewing body (City Council) shall direct every local agency, which has adopted a Conflict of Interest Code in accordance with the Political Reform Act of 1974 (Government Code §87100, et. seq.) to review its Conflict of Interest Code and, if a change in its code is necessitated by changed circumstances, submit an amended Conflict of Interest Code in accordance with subdivision (a) of §87302 and §87303 to the code reviewing body.

The code is not effective until approved by the code reviewing body. Within 90 days after receiving any proposed amendments or revisions, the code reviewing body shall do one of the following: (a) approve the proposed code as submitted; (b) revise the proposed code and approve it as revised; or (c) return the proposed code to the agency for revision and resubmission within 60 days. The code reviewing body shall either approve the revised code or revise it and approve it. When an amendment is approved

by the code reviewing body, it will be deemed adopted and will be promulgated by the agency.

Upon review of its code, if no change in the code is required, the local agency head (City Manager) shall submit a written statement to that effect to the code reviewing body no later than October 1 of the same year.

DISCUSSION

Attached to this report are the following documents provided by the Fair Political Practices Commission for each agency’s consideration and use:

- Biennial Notice
- Overview of Political Reform Act’s Conflict of Interest Laws

Upon receipt of any amendments to the Conflict of Interest Code, which may include the addition or deletion of any staff positions in the City, staff will present the appropriate resolutions for Council approval.

ALTERNATIVES

Not applicable. The biennial review by every local government agency of its conflict of interest is a statutory requirement. As code reviewing body, the City Council must direct each local agency, which has adopted such conflict of interest code, to review its code and determine whether any changes are necessary.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Publication of the agenda.

ATTACHMENTS/EXHIBITS

- A. Biennial Notice Worksheet
- B. How to Review a Conflict of Interest Code

Prepared By
Jane Halstead

Department Head Approval
Jane Halstead

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

2012 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Office Phone No: _____

E-mail: _____ Fax No: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code requires disclosure by agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict-of-interest code and has determined that *(Check one box)*:

An amendment is required. The following amendments are necessary:

(Mark all that apply.)

- Include new positions.
- Revise disclosure categories.
- Revise the titles of existing positions.
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.
- Other *(describe)* _____

No amendment is required.

The code is currently under review by the code reviewing body.

Verification

The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

Complete this notice regardless of how recently your code was approved or amended.
Please return this notice no later than **October 1, 2012**, or the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

ATTACHMENT A

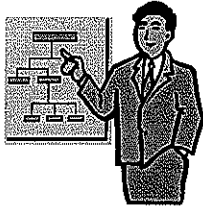
California Fair Political Practices Commission

advice@fppc.ca.gov/ www.fppc.ca.gov/866-ASK-FPPC 6/2012

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How to Review a Conflict-of-Interest Code¹

Who is a Designated Employee?



Designate these Positions:

High level positions that have authority to vote on a matter, appoint a person, obligate or commit his or her agency to a course of action, or enter into any contractual agreement on behalf of his or her agency.

Mid-level positions that have authority to negotiate decisions on behalf of the agency, without significant substantive review; or

Positions that advise or make recommendations to the decision-maker by conducting research or an investigation, preparing or presenting a report, analysis or opinion that requires the exercise of judgment on the part of the employee and the employee is attempting to influence the decision.

A designated employee is an officer, employee, member, or consultant of an agency whose position is designated in the code because the position entails the making or participation in the making of governmental decisions that may foreseeably have a material effect on his or her financial interest. (*Government Code Section 82019.*)

Who Should Not be Designated?



Do Not Designate these Positions:

- Board of Supervisors
- Chief Administrative Officers
- District Attorneys
- County Counsels
- County Treasurers
- Planning Commissioners
- City Council Members
- Mayors
- City Managers
- City Attorneys
- City Treasurers
- Other city, county, and local agency public officials who manage public investments
- Solely clerical, ministerial, or manual positions
- Unsalaries members of boards or commissions that are solely advisory

Review:

First, eliminate positions outlined above that are not designated employees.

Second, evaluate the remaining employees, committees, officers, or consultants. Top level management personnel are normally broad policy makers and should be designated. Beyond that, read duty statements and talk to supervisors. Each position should be analyzed to determine if it makes decisions. Be sure all positions that have authority to authorize contracts are designated.

Next, review the disclosure categories. Employees should only disclose economic interests that relate to their job. Do not assign the same disclosure to every position as jobs are different. The disclosure category assignments must adequately differentiate between positions.

Contact other cities or counties for examples and guidance. The FPPC also posts model disclosure categories on its website.

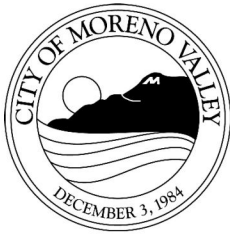
Check Duty Statements Review Disclosure Categories



ATTACHMENT B

¹ This information sheet should not be used to determine whether an agency is required to adopt a conflict-of-interest code. Contact the FPPC for assistance in making that determination.

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

Report to City Council

TO: Mayor and City Council and City Council acting in their capacities as the President and Board of Directors of the Moreno Valley Community Services District; the Successor Agency to the Community Redevelopment Agency of Moreno Valley; and the Moreno Valley Housing Authority

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: June 12, 2012

TITLE: APPROVE BUDGETS AND BUDGET AMENDMENTS TO THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2012/13

RECOMMENDED ACTION

The Finance Subcommittee recommends that the City Council:

1. Adopt Resolution No. 2012-49, approving Amendments to the Revised Operating Budget for the City of Moreno Valley for FY 2012/13, pursuant to the appropriations and Position Control Roster presented in Exhibits A through C to the Resolution;
2. Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2012-19, approving Amendments to the Revised Operating Budget for the Moreno Valley Community Services District for FY 2012/13, pursuant to the appropriations and Position Control Roster presented in Exhibits A through C to the Resolution;
3. Acting in its capacity as the Successor Agency to the Community Redevelopment Agency of Moreno Valley, adopt Resolution No. 2012-50, establishing a budget for the Successor Agency for FY 2012/13; pursuant to the appropriations presented in Exhibit A to the Resolution; and
4. Acting in its capacity as the Moreno Valley Housing Authority, adopt Resolution No. 2012-06, establishing a budget for the Housing Authority for FY 2012/13; pursuant to the appropriations presented in Exhibit A to the Resolution.

BACKGROUND

In April, 2011, the City Council adopted a 3-Year Deficit Elimination Plan (DEP) with the goal of effectively addressing a projected \$14 million deficit. Implementing the fiscal actions established for the first two years of the DEP, the City Council adopted a two-year operating budget on June 14, 2011 for Fiscal Years 2011/12 and 2012/13. On April 24, 2012, the City Council approved budget adjustments which reflected a 1.4% decrease from the total Approved General Fund expenditure budget in FY 2011/12 and a 1.5 % increase in FY 2012/13.

The purpose of this staff report is to recommend budget amendments for FY 2012/13 totaling \$1,303,651 for the General Fund and \$10,650,258 for non-General Funds, of which \$9.5 million represents the new Successor Agency budget replacing the former Redevelopment Agency. The recommended adjustments include various “clean up” budget items as well as the funding for the costs of the new Memoranda of Understanding for the employees. Staff is also proposing the adoption of resolutions establishing FY 2012/13 budgets for the Successor Agency to the Community Redevelopment Agency of Moreno Valley and the Moreno Valley Housing Authority.

DISCUSSION

Recommended Adjustments for FY 2012/13 (see Exhibit A) include the following:

- Fire: Due to a Finance staff error, the Mid-Year requests approved by the City Council did not include sufficient funds to operate the Morrison Park Fire Station for FY 2012/13. Operating costs for the new station for next FY are estimated to be \$1,046,235 based on final projections received from Riverside County, while the Council approved a budget of \$773,000. Staff is requesting an additional \$273,235 to fund the full operating costs for the Morrison Park Station.
- Fire: The Fire Prevention Division had been using a contract inspector to assist with new construction inspections and the City Council approved \$100,000 to continue these services for FY 2012/13. As a costs savings measure this position was brought in-house as a part-time temporary Fire Safety Specialist. The budget is being reduced by \$50,000 to reflect the savings.
- Executive Assistant Positions: The City Manager’s Office is recommending the refunding of the Executive Assistant position in Financial & Administrative Services and the establishment of a new Executive Assistant position in Fire. Defunded with the implementation of the DEP in June, 2011, the Executive Assistant position in Financial & Administrative Services is necessary to provide adequate administrative support to the department. With the significant expenditure reductions implemented through the DEP and prior year budgets, the City Council has directed staff to increase grant, volunteer, and internship opportunities to help augment City

services. The recommended establishment of an Executive Assistant position in Fire is intended to address these needs by providing administrative support in the Office of Emergency Management and Volunteer Services. The requested funding for these positions for FY 2012/13 is \$90,000 for salary and benefits for each position. A revised position control document which includes the two proposed positions is presented as Exhibit C to the proposed resolutions.

- Financial & Administrative Services: Technology Services is requesting that \$70,000 in replacement funds be allocated to replace obsolete components of the phone/PBX system.
- Financial & Administrative Services: Staff is recommending that \$175,000 in Internal Services Funds be appropriated for the City Hall First Floor carpet replacement.
- Parks & Community Services: Staff is recommending approval of a new Senior Parks Maintenance Technician position to be fully funded through CFD No. 1. The position is required to manage contract services for parks, trails and facilities maintenance, total annual cost \$67,000.
- Negotiated Memoranda of Understanding: New Memoranda of Understanding (MOUs) will be presented for approval to the City Council at the June 12, 2012 meeting. Provisions for a negotiated 4.75% Cost of Living Adjustment represent the first reduction in employee wage concessions since July of 2008 (the 10% furlough and frozen merit increases will continue). If the new MOUs are approved, staff recommends allocating a total of \$1,468,512 for these costs (\$629,922 for General Fund and \$838,590 in Non-General Fund salaries plus benefits). Note this is consistent with the MOU staff report.
- Successor Agency: Staff is recommending that \$270,494 in General Funds be appropriated for the administration of the Successor Agency. The funds will subsidize the operation of the Successor Agency, since the administrative costs allowed to be funded from Successor Agency property taxes is limited to \$250,000. The General Fund subsidy should decrease as the Successor Agency start-up costs diminish, projects are completed and a normal level of activity of paying enforceable obligations is achieved.

Additionally, staff is recommending that the City Council, acting in the capacities as the Successor Agency to the Community Redevelopment Agency of Moreno Valley and the Moreno Valley Housing Authority, adopt the proposed resolutions establishing a FY 2012/13 budget for the Successor Agency and the Housing Authority respectively. The proposed budgets for these entities are included in Exhibit A to the proposed resolutions. The Successor Agency budget mirrors the Recognized Enforceable Obligations Schedule previously approved by the City Council and the Successor Agency Oversight Board, as revised.

FISCAL IMPACT

As specified in Exhibit A, the recommended General Fund budget adjustments total \$1,303,651 for FY 2012/13. Exhibit A also provides a summary of the recommended adjustments for the Successor Agency to the Community Redevelopment Agency of Moreno Valley, the Moreno Valley Housing Authority, and other non-General Funds.

SUMMARY

The City Council adopted a two-year operating budget on June 14, 2011 for Fiscal Years 2011/12 and 2012/13. On April 24, 2012, the City Council approved budget adjustments which reflected a 1.4% decrease from the total Approved General Fund expenditure budget in FY 2011-12 and a 1.5 % increase in FY 2012/13. The purpose of this staff report is to recommend additional adjustments for FY 2012/13 totaling \$1,303,651 for the General Fund and \$10,650,258 for non-General Funds, of which \$9.5 million represents the new Successor Agency budget replacing the former Redevelopment Agency. The recommended adjustments include various “clean up” budget items as well as the funding for the costs of the new Memoranda of Understanding for the employees. Additionally, approval of the proposed resolutions will establish FY 2012/13 budgets for the Successor Agency to the Community Redevelopment Agency of Moreno Valley and the Moreno Valley Housing Authority

ATTACHMENTS/EXHIBITS

- Attachment 1: Resolution for amendments to the revised Operating Budget
- Attachment 2: CSD Resolution for amendments to the revised Operating Budget
- Attachment 3: Resolution establishing a budget for the Successor Agency
- Attachment 4: Resolution establishing a budget for the Housing Authority

Exhibits to the Resolutions:

- Exhibit A: FY 2012/13 Budget Amendments
- Exhibit B: Schedule of Salary Adjustments
- Exhibit C: Position Control

Prepared By:
Richard Teichert
Financial & Administrative Services Director

Concurred By:
Michelle Dawson
Assistant City Manager

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

RESOLUTION NO. 2012-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE AMENDMENTS TO THE OPERATING BUDGET FOR FISCAL YEAR 2012/13

WHEREAS, the City Council approved the Operating Budget for the City for Fiscal Years 2011/12 & 12/13, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the City Council Proposed Amendments to the Operating Budget for the City for Fiscal Year 2012/13, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Amendments to the Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said Proposed Amendments to the Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the Proposed Amendments to the Operating Budget as so desired; and

WHEREAS, the Proposed Amendments to the Operating Budget, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The Proposed Amendments to the Operating Budget, as detailed in Exhibits A-C to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby approved and adopted as part of the Annual Operating Budget of the City of Moreno Valley for the Fiscal Year 2012/13.
2. The following documents included as Exhibit C to this Resolution and as on file in the Office of the City Clerk (updated Position Control Roster) and as

Attachment 1

Resolution No. 2012-49
Date adopted: June 12, 2012

may have been amended by the City Council, are hereby approved and adopted as the Approved Position Control of the City of Moreno Valley for the Fiscal Year 2012/13.

3. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
4. Pursuant to Section 53901 of the California Government Code, by not later than August 14, 2012, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-49
Date adopted: June 12, 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. 2012-49 was duly and regularly adopted by the City Council of the City of Moreno Valley at a special meeting thereof held on the 12th day of June, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

(SEAL)

Resolution No. 2012-49
Date adopted: June 12, 2012

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**City of Moreno Valley
FY2012-13 Budget Amendments**

EXHIBIT A

Fund	Department	Explanation	General Fund	Internal Service Fund	Successor Agency	CSD	Housing Authority	Other Funds
10	Fire	Morrison Fire Station	273,235	-	-	-	-	-
10	Fire	Bring contract inspector in-house PT	(50,000)	-	-	-	-	-
10	Fire	Create FT Executive Assistant position	90,000	-	-	-	-	-
10	Financial & Administrative Services	Re-Fund FT Executive Assistant	90,000	-	-	-	-	-
750	Financial & Administrative Services	Replace phone/PBX components	-	70,000	-	-	-	-
751	Financial & Administrative Services	Replace City Hall First Floor carpet	-	175,000	-	-	-	-
161	Parks & Community Services	Fund new Senior Parks Maintenance Tech	-	-	-	67,000	-	-
TOTAL EXPENSE			\$ 403,235	\$ 245,000	\$ -	\$ 67,000	\$ -	\$ -

Department	Explanation	General Fund	Internal Service Fund	Successor Agency	CSD	Housing Authority	Other Funds
Employee MOU							
Citywide - Salaries	4.75% Cost of Living Adjustment	\$ 466,503	\$ 89,634	\$ 12,460	\$ 185,268	\$ 18,273	\$ 272,893
Citywide - Benefits	Benefits affected by adjustment	153,053	30,743	4,355	61,202	6,290	87,838
Citywide - Temp. Salaries	4.75% Cost of Living Adjustment	10,366	3,826	435	22,352	998	42,023
EMPLOYEE MOU		\$ 629,922	\$ 124,203	\$ 17,250	\$ 268,822	\$ 25,561	\$ 402,754

City of Moreno Valley
 FY2012-13 Budget Amendments

<u>Fund</u>	<u>Department</u>	<u>Explanation</u>	<u>General Fund</u>	<u>Internal Service Fund</u>	<u>Successor Agency</u>	<u>CSD</u>	<u>Housing Authority</u>	<u>Other Funds</u>
REVENUE								
791	Successor Agency Revenue	BU 7910	-	-	8,950,000	-	-	-
884	Housing Authority Revenue	BU 8840	-	-	-	-	2,900,000	-
TOTAL REVENUE			\$ -	\$ -	\$ 8,950,000	\$ -	\$ 2,900,000	\$ -
EXPENSE								
10	Successor Agency GF Expense	BU 79010	270,494	-	-	-	-	-
791	Successor Agency Expense	BU 79110 - Administration	-	-	250,000	-	-	-
791		BU 79120 - Operation	-	-	9,249,660	-	-	-
TOTAL EXPENSE			\$ 270,494	\$ -	\$ 9,499,660	\$ -	\$ -	\$ -

City of Moreno Valley
Additional Appropriation Request from Fund Balance
Salary Adjustments (4.75%) by Fund

Fund	Fund Title	Additional Appropriation				
		Salaries	Benefits	Sub-Total	Temp Salaries	TOTAL
010	GENERAL FUND	342,064	110,932	452,996	6,935	459,931
011	DEVELOPMENT SVC FUND	102,975	34,742	137,717	2,080	139,797
133	FIRE SVC OPERATIONS FUND	21,464	7,379	28,843	1,351	30,194
	TOTAL GENERAL FUND	466,503	153,053	619,556	10,366	629,922
121	GAS TAX FUND	98,900	32,287	131,187	22,352	153,539
125	MEASURE "A" FUND	28,849	9,264	38,113	-	38,113
131	LIBRARY SERVICES FUND	35,660	11,903	47,563	1,618	49,181
132	PUB/EDUC/GOVT ACCESS PROG FD	7,307	2,399	9,706	-	9,706
134	EMPG-EMERGNCY MGMT PREPAREDNE	1,011	332	1,343	-	1,343
137	AIR QUALITY MGT FUND	6,943	2,004	8,947	569	9,516
149	SPCL DIST ADMIN FUND	19,336	6,330	25,666	-	25,666
151	STORM WATER MAINTENANCE	7,955	2,413	10,368	753	11,121
152	STORM WATER MANAGEMENT	15,154	5,287	20,441	-	20,441
153	BEVERAGE CONTAINER RECYCL'G FD	-	-	-	201	201
160	CHILD CARE GRANT FUND	26,339	7,925	34,264	12,840	47,104
161	ZONE "A" PARKS FUND	96,924	31,859	128,783	19,909	148,692
162	STARS PROGRAM GRANT FUND	25,525	8,280	33,805	-	33,805
171	ZONE "B" ST LGHT FUND	3,581	1,256	4,837	-	4,837
172	ZONE "C" ART LGHT FUND	1,173	410	1,583	-	1,583
176	HOME (FEDERAL) FUND	1,687	558	2,245	-	2,245
181	ZONE "D" STD LDSC FUND	11,429	3,840	15,269	-	15,269
182	ZONE "E" EXT LDSC FUND	18,451	5,971	24,422	-	24,422
183	ZONE "M" MEDIAN FUND	2,629	914	3,543	-	3,543
184	CFD#1	13,344	4,355	17,699	825	18,524
185	ZONE "S"	390	128	518	-	518
197	NEIGHBORHOOD STABILIZATION PRG	-	-	-	47	47
229	ECEBG FUND	3,315	1,178	4,493	221	4,714
230	2009-DJ-BX-1178 JAG GRANT FUND	-	-	-	1,731	1,731
232	CIVIL PENALTIES FUND	-	-	-	157	157
234	2010-DJ-BX-1238 JAG GRANT FUND	-	-	-	2,032	2,032
272	2011 JAG GRANT- CEDD- CODE	-	-	-	180	180
285	CDBG FUND	9,997	3,497	13,494	388	13,882
297	OIL PAYMENT PROGRAM FUND	-	-	-	371	371
412	FACILITY CONST FUND	3,295	1,088	4,383	-	4,383
601	ELECTRIC FUND	18,967	5,562	24,529	181	24,710
741	GENERAL LIABILITY INS FUND	2,523	953	3,476	-	3,476
745	WORKERS' COMPENSATION FUND	841	318	1,159	-	1,159
750	TECHNOLOGY SERVICES FUND	56,715	19,701	76,416	2,033	78,449
754	FACILITIES FUND	23,141	7,828	30,969	1,221	32,190
755	EQUIPMENT MAINTENANCE FUND	6,414	1,943	8,357	572	8,929
791	SUCCESSOR AGENCY	12,460	4,355	16,815	435	17,250
884	HOUSING AUTHORITY	18,273	6,290	24,563	998	25,561
	TOTAL NON-GENERAL FUND	578,528	190,428	768,956	69,634	838,590
	GRAND TOTAL	1,045,031	343,481	1,388,512	80,000	1,468,512

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**POSITION CONTROL ROSTER
FY2012/13**

<u>Department / Position Title</u>		<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>April Adj</u>	<u>Revised</u>	<u>June Adj</u>	<u>Revised</u>
<u>Council</u>								
Administrative Asst	FT	1	-	1	-	1	-	1
Exec Asst to Mayor / City Council	FT	1	-	1	-	1	-	1
TOTAL - City Council		2	-	2	-	2	-	2
<u>City Clerk</u>								
City Clerk	FT	1	-	1	-	1	-	1
Deputy City Clerk	FT	1	-	1	-	1	-	1
Executive Asst I	FT	1	(1.0)	-	1.0	1	-	1
Executive Asst I	P/T	-	1.0	1	(1.0)	-	-	-
Sr Office Asst	P/T	-	-	-	-	-	-	-
TOTAL - City Clerk		3	-	3	-	3	-	3
<u>City Attorney</u>								
City Attorney	FT	1	-	1	-	1	-	1
Deputy City Attorney I I I	FT	2	-	2	-	2	-	2
Executive Asst I	FT	1	-	1	-	1	-	1
Ci Legal Secretary	FT	1	-	1	-	1	-	1
TOTAL - City Attorney		5	-	5	-	5	-	5
<u>City Manager</u>								
Asst City Manager	FT	1	-	1	-	1	-	1
Asst to the City Manager	FT	1	-	1	-	1	-	1
Cable TV Producer	FT	2	-	2	-	2	-	2
City Manager	FT	1	-	1	-	1	-	1
Customer Service Asst	FT	-	-	-	-	-	-	-
Customer Service Asst	P/T	1	-	1	-	1	-	1
Executive Asst I I	FT	1	-	1	-	1	-	1
Media & Production Coordinator	FT	1	-	1	-	1	-	1
Sr Graphics Designer	FT	1	-	1	-	1	-	1
TOTAL - City Manager		9	-	9	-	9	-	9
<u>Community & Economic Development</u>								
Administrative Asst	FT	4	-	4	-	4	-	4
Assoc Environmental Engineer	FT	1	-	1	-	1	-	1
Associate Engineer	FT	2	-	2	-	2	-	2
Associate Planner	FT	4	-	4	-	4	-	4
Building Div Mgr / Official	FT	1	-	1	-	1	-	1
Building Inspector I I	FT	4	-	4	-	4	-	4
Code & Neigh Svcs Official	FT	1	-	1	-	1	-	1
Code Compliance Officer I I	FT	5	-	5	-	5	-	5
Comm & Economic Dev Director	FT	1	-	1	-	1	-	1
Community Dev Director	FT	-	-	-	-	-	-	-
Construction Inspector	FT	2	-	2	-	2	-	2
Development Svcs Coordinator	FT	1	-	1	(1)	-	-	-
Engineering Division Manager	FT	1	-	1	-	1	-	1
Environmental Analyst	FT	1	-	1	-	1	-	1
Executive Asst I	FT	1	-	1	-	1	-	1
Housing Program Coordinator	FT	1	-	1	-	1	-	1
Housing Program Specialist	FT	3	-	3	-	3	-	3
Management Analyst	FT	5	-	5	-	5	-	5
Parking Control Officer	FT	2	-	2	-	2	-	2
Permit Technician	FT	4	-	4	-	4	-	4
Planning Commissioner	FT	7	-	7	-	7	-	7
Planning Div Mgr / Official	FT	1	-	1	-	1	-	1
Redev & Neigh Prog Admin	FT	1	-	1	-	1	-	1

**POSITION CONTROL ROSTER
FY2012/13**

<u>Department / Position Title</u>		<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>April Adj</u>	<u>Revised</u>	<u>June Adj</u>	<u>Revised</u>
Sr Administrative Asst	FT	5	-	5	-	5	-	5
Sr Code Compliance Officer	FT	-	-	-	-	-	-	-
Sr Engineer, P.E.	FT	1	-	1	-	1	-	1
Sr Financial Analyst	FT	1	-	1	-	1	-	1
Sr Office Asst	FT	1	-	1	-	1	-	1
Sr Parking Control Officer	FT	1	-	1	-	1	-	1
Sr Permit Technician	FT	2	-	2	-	2	-	2
Sr Planner	FT	2	-	2	-	2	-	2
Storm Water Prog Mgr	FT	1	-	1	-	1	-	1
TOTAL - Community & Economic Dev		67	-	67	(1)	66	-	66
<u>Financial & Administrative Services</u>								
Accountant I	FT	1	-	1	-	1	-	1
Accounting Asst	FT	3	-	3	-	3	-	3
Accounting Technician	FT	2	-	2	-	2	-	2
Accounts Payable Supervisor	FT	1	-	1	-	1	-	1
Animal Care Technician	FT	4	-	4	-	4	-	4
Animal Control Officer	FT	7	(1)	6	1	7	-	7
Animal Services Asst	FT	2	(1)	1	1	2	-	2
Animal Svcs Dispatcher	FT	1	-	1	-	1	-	1
Animal Svcs Division Manager	FT	1	-	1	-	1	-	1
Animal Svcs Field Supervisor	FT	1	-	1	-	1	-	1
Animal Svcs License Inspector	FT	1	(1)	-	1	1	-	1
Animal Svcs Office Supervisor	FT	1	-	1	-	1	-	1
Applications & DB Admin	FT	1	-	1	-	1	-	1
Applications Analyst	FT	1	-	1	-	1	-	1
Asst Buyer	FT	2	-	2	-	2	-	2
Asst Network Administrator	FT	1	-	1	-	1	-	1
Budget Officer	FT	-	-	-	-	-	-	-
Enterprise Systems Admin	FT	1	-	1	-	1	-	1
Executive Asst I	FT	-	-	-	-	-	1	1
Facilities Maint Mechanic	FT	1	-	1	-	1	-	1
Facilities Maint Worker	FT	3	-	3	-	3	-	3
Facilities Maintenance Spvr	FT	-	-	-	-	-	-	-
Fin&Admin Svcs Dir/City Treas	FT	1	-	1	-	1	-	1
Financial Operations Div Mgr	FT	1	-	1	-	1	-	1
GIS Administrator	FT	1	-	1	-	1	-	1
GIS Specialist	FT	1	-	1	-	1	-	1
GIS Technician	FT	1	(1)	-	-	-	-	-
Info Technology Technician	FT	2	-	2	-	2	-	2
Lead Animal Care Technician	FT	1	-	1	-	1	-	1
Management Analyst	FT	1	-	1	-	1	-	1
Network Administrator	FT	1	-	1	-	1	-	1
Payroll Supervisor	FT	1	-	1	-	1	-	1
Principal Accountant	FT	1	-	1	-	1	-	1
Purch & Facilities Div Mgr	FT	1	-	1	-	1	-	1
Security Guard	FT	-	-	-	1	1	-	1
Security Guard	P/T	-	-	-	1	1	-	1
Sr Accountant	FT	1	-	1	-	1	-	1
Sr Administrative Asst	FT	3	-	3	-	3	-	3
Sr GIS Analyst	FT	1	-	1	-	1	-	1
Sr Payroll Technician	FT	1	-	1	-	1	-	1
Sr Telecomm Technician	FT	2	-	2	-	2	-	2
Storekeeper	FT	1	-	1	-	1	-	1
Technical Services Div Mgr	FT	1	-	1	-	1	-	1
Telecomm Engineer / Admin	FT	1	-	1	-	1	-	1
Treasury Operations Div Mgr	FT	1	-	1	-	1	-	1
TOTAL - Financial & Administrative Services		60	(4)	56	5	61	1	62

**POSITION CONTROL ROSTER
FY2012/13**

<u>Department / Position Title</u>		<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>April Adj</u>	<u>Revised</u>	<u>June Adj</u>	<u>Revised</u>
<u>Fire</u>								
Administrative Asst	FT	-	-	-	1	1	-	1
Emerg Mgmt & Vol Svc Prog Spec	FT	1	-	1	-	1	-	1
Emerg Mgmt & Vol Svc Prog Spec	P/T	-	-	-	-	-	-	-
Emerg Mgmt & Vol Svcs Prog Mgr	FT	1	-	1	-	1	-	1
Executive Assistant	FT	-	-	-	-	-	1	1
Fire Inspector I I	FT	2	-	2	-	2	-	2
Fire Marshall	FT	1	-	1	-	1	-	1
Fire Safety Specialist	FT	1	-	1	-	1	-	1
Management Asst	FT	1	-	1	-	1	-	1
Permit Technician	FT	1	-	1	-	1	-	1
Sr Administrative Asst	FT	-	-	-	-	-	-	-
Sr Office Asst	FT	1	-	1	-	1	-	1
TOTAL - Fire		9	-	9	1	10	1	11
<u>Human Resources</u>								
Human Resources Analyst	FT	1	-	1	-	1	-	1
Human Resources Technician	FT	1	(1)	-	1	1	-	1
Human Resources Dir/Interim	FT	1	-	1	-	1	-	1
Risk Division Manager	FT	1	-	1	(1)	-	-	-
Security Guard	FT	1	-	1	(1)	-	-	-
Security Guard	P/T	1	-	1	(1)	-	-	-
Sr Human Resources Analyst	FT	1	-	1	-	1	-	1
TOTAL - Human Resources		7	(1)	6	(2)	4	-	4
<u>Parks & Community Services</u>								
After School Prog Coordinator	FT	-	-	-	-	-	-	-
After School Prog Specialist	P/T	-	-	-	-	-	-	-
After School Prog Supervisor	FT	-	-	-	-	-	-	-
Banquet Facility Rep	FT	1	-	1	-	1	-	1
Child Care Asst	P/T	5	-	5	-	5	-	5
Child Care Instructor I I	P/T	5	-	5	-	5	-	5
Child Care Program Manager	P/T	1	-	1	-	1	-	1
Child Care Site Supervisor	P/T	5	-	5	-	5	-	5
Community Svcs Supervisor	FT	1	-	1	-	1	-	1
Executive Asst I	FT	2	-	2	-	2	-	2
Lead Parks Maint Worker	FT	5	-	5	-	5	-	5
Lib Serv Div Mgr	FT	1	-	1	-	1	-	1
Librarian	FT	4	-	4	-	4	-	4
Library Asst	FT	4	-	4	-	4	-	4
Library Asst	P/T	9	-	9	-	9	-	9
Library Circulation Supervisor	FT	1	-	1	-	1	-	1
Management Analyst	FT	1	-	1	-	1	-	1
Park Ranger	FT	3	-	3	-	3	-	3
Parks & Comm Svcs Director	FT	1	-	1	-	1	-	1
Parks Maint Division Manager	FT	1	-	1	(1)	-	-	-
Parks & Comm Svcs Div Mgr	FT	-	-	-	1	1	-	1
Parks Maint Supervisor	FT	2	-	2	-	2	-	2
Parks Maint Worker	FT	13	-	13	-	13	-	13
Parks Projects Coordinator	FT	1	-	1	-	1	-	1
Recreation Program Coord	FT	2	-	2	(1)	1	-	1
Recreation Program Leader	P/T	7	-	7	-	7	-	7
Recreation Supervisor	FT	-	-	-	1	1	-	1
Sr Administrative Asst	FT	2	-	2	-	2	-	2
Sr Citizens Center Coord	FT	1	-	1	-	1	-	1
Sr Customer Service Asst	FT	3	-	3	-	3	-	3

**POSITION CONTROL ROSTER
FY2012/13**

<u>Department / Position Title</u>		<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>April Adj</u>	<u>Revised</u>	<u>June Adj</u>	<u>Revised</u>
Sr Office Asst	FT	1	-	1	-	1	-	1
Sr Office Asst	P/T	1	-	1	-	1	-	1
Sr Park Ranger	FT	-	-	-	-	-	-	-
Sr Parks Maint Technician	FT	1	-	1	-	1	1	2
Sr Recreation Program Leader	P/T	2	-	2	-	2	-	2
TOTAL - Parks & Community Services		86	-	86	-	86	1	87
<u>Police</u>								
Executive Asst I	FT	1	-	1	-	1	-	1
Management Analyst	FT	2	-	2	-	2	-	2
TOTAL - Police		3	-	3	-	3	-	3
<u>Public Works</u>								
Accountant I	FT	1	-	1	-	1	-	1
Accounting Technician	FT	2	-	2	-	2	-	2
Assoc Environmental Engineer	FT	-	-	-	-	-	-	-
Associate Engineer	FT	3	-	3	-	3	-	3
Asst Crossing Guard Spvr	P/T	1	-	1	-	1	-	1
Construction Inspector	FT	3	-	3	-	3	-	3
Crossing Guard	P/T	35	-	35	-	35	-	35
Crossing Guard Supervisor	FT	1	-	1	-	1	-	1
Dep PW Dir /Asst City Engineer	FT	1	-	1	-	1	-	1
Electric Utility Division Mgr	FT	1	-	1	-	1	-	1
Electric Utility Program Coord	FT	1	-	1	-	1	-	1
Engineering Division Manager	FT	-	-	-	-	-	-	-
Engineering Technician I I	FT	1	-	1	-	1	-	1
Environmental Analyst	FT	-	-	-	-	-	-	-
Equipment Operator	FT	4	-	4	-	4	-	4
Executive Asst I	FT	1	-	1	-	1	-	1
Landscape Development Coord	FT	1	-	1	(1)	-	-	-
Landscape Irrigation Tech	FT	1	-	1	-	1	-	1
Landscape Svcs Inspector	FT	5	(1)	4	(1)	3	-	3
Lead Maintenance Worker	FT	3	-	3	-	3	-	3
Lead Traffic Sign/Marking Tech	FT	2	-	2	-	2	-	2
Lead Vehicle / Equip Tech	FT	1	-	1	-	1	-	1
Maint & Operations Div Mgr	FT	1	-	1	-	1	-	1
Maintenance Worker I I	FT	12	-	12	-	12	-	12
Maintenance Worker II	P/T	1	-	1	-	1	-	1
Management Analyst	FT	3	-	3	-	3	-	3
Management Asst	FT	2	-	2	-	2	-	2
Permit Technician	FT	1	-	1	-	1	-	1
PW Director / City Engineer	FT	1	-	1	-	1	-	1
Spec Dist Budg & Accting Spvr	FT	-	-	-	-	-	-	-
Spec Districts Div Mgr	FT	1	-	1	-	1	-	1
Special Districts Prog Mgr	FT	1	-	1	-	1	-	1
Sr Administrative Asst	FT	4	-	4	-	4	-	4
Sr Electrical Engineer	FT	1	-	1	-	1	-	1
Sr Engineer, P.E.	FT	8	-	8	-	8	-	8
Sr Engineering Technician	FT	1	-	1	-	1	-	1
Sr Equipment Operator	FT	1	-	1	-	1	-	1
Sr Financial Analyst	FT	1	-	1	-	1	-	1
Sr Landscape Svcs Inspector	FT	1	-	1	-	1	-	1
Sr Management Analyst	FT	2	-	2	-	2	-	2
Sr Office Asst	FT	1	-	1	-	1	-	1
Sr Traffic Engineer	FT	1	-	1	-	1	-	1
Sr Traffic Signal Technician	FT	1	-	1	-	1	-	1
Storm Water Prog Mgr	FT	-	-	-	-	-	-	-
Street Maintenance Supervisor	FT	2	-	2	-	2	-	2
Traffic Operations Supervisor	FT	1	-	1	-	1	-	1

**POSITION CONTROL ROSTER
FY2012/13**

<u>Department / Position Title</u>		<u>FY2011/12</u> <u>No.</u>	<u>FY2012/13</u> <u>DRO / Adj</u>	<u>FY2012/13</u> <u>Original</u>	<u>FY 12/13</u> <u>April Adj</u>	<u>FY 12/13</u> <u>Revised</u>	<u>FY 12/13</u> <u>June Adj</u>	<u>FY 12/13</u> <u>Revised</u>
Traffic Sign / Marking Tech I	FT	1	-	1	-	1	-	1
Traffic Sign/Marking Tech II	FT	2	-	2	-	2	-	2
Traffic Signal Technician	FT	2	-	2	-	2	-	2
Trans Div Mgr / City Traf Engr	FT	1	-	1	-	1	-	1
Tree Trimmer	FT	1	-	1	-	1	-	1
Vehicle / Equipment Technician	FT	2	-	2	-	2	-	2
TOTAL - Public Works		125	(1)	124	(2)	122	-	122
GRAND TOTAL		376	(6)	370	1	371	3	374

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RESOLUTION NO. 2012-50

A RESOLUTION OF THE CITY OF MORENO VALLEY AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE OPERATING BUDGET FOR FISCAL YEAR 2012/13

WHEREAS, the City Manager has heretofore submitted to the Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley a Proposed Operating Budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for Fiscal Year 2012/13, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Successor Agency; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of Successor Agency services;

WHEREAS, the Mayor and City Council have made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY HOUSING AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Operating Budget, as detailed in Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby approved and adopted as part of the Annual Operating Budget of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for the Fiscal Year 2012/13.
2. The following documents included as Exhibit C to this Resolution and as on file in the Office of the City Clerk (updated Position Control Roster) and as may have been amended by the City Council, are hereby approved and adopted as the Approved Position Control of the City of Moreno Valley as

Attachment 3

Resolution No. 2012-50
Date adopted: June 12, 2012

Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for the Fiscal Year 2012/13.

3. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
4. Pursuant to Section 53901 of the California Government Code, by no later than August 14, 2012, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-50
Date adopted: June 12, 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. 2012-50 was duly and regularly adopted by the City Council of the City of Moreno Valley at its regular meeting thereof held on the 12th day of June, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

(SEAL)

Resolution No. 2012-50
Date adopted: June 12, 2012

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**City of Moreno Valley
FY2012-13 Budget Amendments**

EXHIBIT A

Fund	Department	Explanation	General Fund	Internal Service Fund	Successor Agency	CSD	Housing Authority	Other Funds
10	Fire	Morrison Fire Station	273,235	-	-	-	-	-
10	Fire	Bring contract inspector in-house PT	(50,000)	-	-	-	-	-
10	Fire	Create FT Executive Assistant position	90,000	-	-	-	-	-
10	Financial & Administrative Services	Re-Fund FT Executive Assistant	90,000	-	-	-	-	-
750	Financial & Administrative Services	Replace phone/PBX components	-	70,000	-	-	-	-
751	Financial & Administrative Services	Replace City Hall First Floor carpet	-	175,000	-	-	-	-
161	Parks & Community Services	Fund new Senior Parks Maintenance Tech	-	-	-	67,000	-	-
TOTAL EXPENSE			\$ 403,235	\$ 245,000	\$ -	\$ 67,000	\$ -	\$ -

Department	Explanation	General Fund	Internal Service Fund	Successor Agency	CSD	Housing Authority	Other Funds
Employee MOU							
Citywide - Salaries	4.75% Cost of Living Adjustment	\$ 466,503	\$ 89,634	\$ 12,460	\$ 185,268	\$ 18,273	\$ 272,893
Citywide - Benefits	Benefits affected by adjustment	153,053	30,743	4,355	61,202	6,290	87,838
Citywide - Temp. Salaries	4.75% Cost of Living Adjustment	10,366	3,826	435	22,352	998	42,023
EMPLOYEE MOU		\$ 629,922	\$ 124,203	\$ 17,250	\$ 268,822	\$ 25,561	\$ 402,754

City of Moreno Valley
 FY2012-13 Budget Amendments

Fund	Department	Explanation	General Fund	Internal Service Fund	Successor Agency	CSD	Housing Authority	Other Funds
REVENUE								
791	Successor Agency Revenue	BU 7910	-	-	8,950,000	-	-	-
884	Housing Authority Revenue	BU 8840	-	-	-	-	2,900,000	-
TOTAL REVENUE			\$ -	\$ -	\$ 8,950,000	\$ -	\$ 2,900,000	\$ -
EXPENSE								
10	Successor Agency GF Expense	BU 79010	270,494	-	-	-	-	-
791	Successor Agency Expense	BU 79110 - Administration	-	-	250,000	-	-	-
791		BU 79120 - Operation	-	-	9,249,660	-	-	-
TOTAL EXPENSE			\$ 270,494	\$ -	\$ 9,499,660	\$ -	\$ -	\$ -



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: June 12, 2012

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of May 16 – June 5, 2012.

<i>Reports on Reimbursable Activities</i> May 16 – June 5, 2012		
Council Member	Date	Meeting
William H. Batey II	5/23/12	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
	6/5/12	Moreno Valley Hispanic Chamber of Commerce Adelante
Marcelo Co	5/31/12	Moreno Valley Unified School District Access to the Future
Robin N. Hastings	5/18/12	Assemblyman Morrell – Women of Distinction Luncheon
	5/31/12	Moreno Valley Unified School District Access to the Future
Jesse L. Molina		None
Richard A. Stewart	5/17/12	Moreno Valley Black Chamber of Commerce Annual Business Conference and Luncheon

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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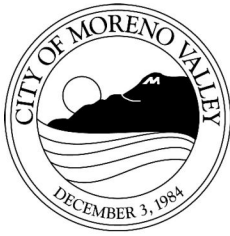
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**MINUTES - REGULAR MEETING OF MAY 22, 2012 (Report
of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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

Report to City Council

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

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

AGENDA DATE: June 12, 2012

TITLE: AWARD OF CONTRACT – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. DSG-2/12-13 (MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION) AND ZONE D BUDGET ADJUSTMENT TO PROVIDE FOR ZONE D LANDSCAPE PROGRAM SERVICES

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the Board of Directors of the Moreno Valley Community Services District (CSD):

1. Approve the Agreement for CSD Project No. DSG-2/12-13 (the “Agreement”) with Mariposa Landscapes, Inc.
2. Authorize the President of the CSD Board to execute said Agreement with Mariposa Landscapes, Inc.
3. Authorize the appropriation of an additional \$45,424 from Zone D Fund Balance to Account No. 181.78110.6261 (Standard Landscape Maintenance Administration) to fund the increased cost of Zone D landscape maintenance services.
4. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2012 to Mariposa Landscapes, Inc., in the amounts of:
 - a. ONE HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY-FOUR AND 00/100 DOLLARS (\$155,784.00) for twelve (12) months of base maintenance services; and,

- b. TEN THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$10,100.00) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E, of the Agreement.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

Zone D tracts, which are located geographically throughout the City (See site maps – Attachment 1), receive parkway and/or median landscape maintenance services. Certain Zone D tracts receive a reduced schedule of parkway and median landscape maintenance services in accordance with the DSG-2 service contract.

After being advised by the current Contractor that it was unable to extend the terms of the contract for another year, a request for proposal (RFP) No. DSG-2-12/13 was issued. An advertisement requesting proposals was placed in The Press-Enterprise on March 14, 2012. Copies of the complete RFP document were also sent to F.W. Dodge-McGraw-Hill and Bid America for publishing both in print and on-line. In addition, the RFP document was also posted on the City's website. Representatives from ten (10) landscape maintenance companies attended the mandatory pre-submittal meeting on February 21, 2012.

Three companies submitted proposals to the office of the City Clerk on March 28, 2012. Staff from the Special Districts Division of the Public Works Department and Park Maintenance Division of the Parks and Community Services Department conducted a review and evaluation of the proposals. The company with the highest overall ranking was then invited to submit its best and final offer for the performance based landscape maintenance services. As a result of this process, staff recommends awarding the contract to Mariposa Landscapes, Inc., whose proposal demonstrates an overall understanding of the performance based services to be provided at the lowest compensation rate in comparison to the other proposal submissions received for this service. (See Attachment 2 – Proposal Recap Sheet).

DISCUSSION

RFP No. DSG-2/12-13 provides for a reduced schedule of landscape maintenance services of the public parkways and medians within designated CSD Zone D service areas. The proposal submitted by Mariposa Landscapes, Inc. demonstrates this company's ability and experience to perform the required services as requested and is the lowest responsible proposer. The key provisions of the Agreement include:

1. The furnishing of contract labor, specified materials and equipment necessary to maintain over 31 acres of parkway and median landscaping and irrigation located throughout the Zone D (DSG-2) service areas.
2. The CSD will furnish the necessary utilities (water, electricity, and irrigation system control communication service), certain ancillary materials, and staff field

inspection services to manage the irrigation systems and inspect contractor operations.

3. The Agreement has an initial term of twelve months, commencing on July 1, 2012, and terminating on June 30, 2013. The CSD, at its option, may enter into negotiations with the contractor to extend the Agreement for additional one-year periods, not to exceed a total of four such extensions (Exhibit D, Section 1, paragraph B. of the Agreement).

Although careful consideration has been given and recommendation to award the contract for Zone D (DSG-2) reduced service schedule tracts is being made to the company whose proposal reflects the lowest compensation rate, the overall cost to provide base maintenance landscape services has increased. As such, in order to continue uninterrupted landscape maintenance services to the Zone D parkway and median areas, it is necessary to increase the budget in Account No. 181.78110.6261 by \$45,424.00 to pay for increased contract costs. The increased contract amount will be funded by existing parcel charges.

ALTERNATIVES

1. Approve and authorize the following:
 - a) Approve the Agreement with Mariposa Landscapes, Inc., for Project No. DSG-2/12-13 and authorize the issuance of the purchase orders for the 2012/13 fiscal year, contingent upon execution of the Agreement, submittal of satisfactory proofs of insurance, and payment and submittal of performance bonds.
 - b) Approve a budget adjustment of \$45,424.00 for Account No. 181.78110.6261 to fund Zone D landscape maintenance services.

By approving the budget adjustment the CSD Board will allow sufficient funding to be budgeted to pay for parkway and median landscape maintenance services associated with the CSD Zone D tracts. Additionally, by approving the Agreement with Mariposa Landscapes, Inc. to provide landscape maintenance services of the parkways and median areas for reduced service schedule (DSG-2) serviced tracts, the CSD will enable continuity of parkway and median landscape maintenance services to be provided to the Zone D (DSG-2) service area tracts. Mariposa Landscapes, Inc.'s proposal was complete, comprehensive and offers to provide the necessary landscape maintenance services at the lowest compensation rate.

2. Do not approve the budget adjustment to Zone D nor accept and approve the proposal from Mariposa Landscapes, Inc., to provide parkway and median landscape maintenance services for the CSD Zone D (DSG-2) tracts, and direct staff to publish a second solicitation of proposals for DSG-2 parkway and median landscape maintenance services. *By selecting this alternative, the CSD Board may allow for a lapse in maintenance services while attempting to obtain more favorable contract terms, which would consume additional staff time and*

resources with no assurance to the CSD of receiving more favorable proposal responses to provide landscape maintenance services for the Zone D (DSG-2) tracts. Additionally, if the budget adjustment is not approved, funding to pay for the continuation of parkway and median landscape maintenance services will be deficient.

FISCAL IMPACT

The CSD Zone D (Parkway Landscape and Median Maintenance) services are funded through the annual collection of a previously approved CSD charge for designated parkway and median landscape maintenance services. The requested budget adjustment of \$45,424.00 will be paid by existing parcel charges and other cost savings measures.

The following table represents the Zone D budget for DSG-1 (full service level landscape maintenance), which is under a separate agreement and DSG-2 (reduced service level landscape maintenance). The Zone D budget also includes a separate maintenance agreement for annual tree trimming services (trees over 18ft. in height) and other supplemental costs for each Zone D service area program.

Proposed Budget Adjustment:

<u>Fund</u>	<u>Business Unit</u>	<u>Current Budget</u>	<u>Budget Increase</u>	<u>Revised Budget</u>
181 - CSD Zone D Parkway Landscape Maintenance	78110.6261- Standard Landscape Maintenance Administration	\$269,017.00	\$45,424.00	\$314,441.00

The necessary annual purchase orders for the initial term of the contract for Zone DSG-2/12-13 are set forth below.

<u>Purchase Order Type/Fund/Business Unit</u>	<u>2012/2013 Fiscal Year P.O. Amount</u>
<u>Base Contract</u> 00181.78110.6261	\$155,784.00
<u>Additional Work</u> 00181.78110.6261	\$ 10,100.00
Total P.O. Amounts	\$165,884.00

Including the requested budget adjustment, the above amounts will be budgeted for Zone D (DSG-2) for the coming fiscal year with costs to be recovered through annual CSD parcel charges and other cost savings measures. The parcel charges collected may only be used for landscape maintenance services of parkways and medians associated with Zone D tracts. **These actions will not impact the City's General Fund.**

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS

By accepting the proposal of Mariposa Landscapes, Inc., the CSD Board will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public facilities are provided proper care.

REVENUE DIVERSIFICATION AND PRESERVATION

CSD Zone D is a self-funded program. The Zone D program revenues pay for parkway landscape maintenance services associated with the Zone D tracts.

SUMMARY

The actions before the CSD Board are to:

- 1) Authorize the CSD Board President to execute the Agreement with Mariposa Landscapes, Inc., for Project No. DSG-2/12-13; and,
- 2) Authorize the Purchasing Division Manager to issue purchase orders to Mariposa Landscapes, Inc. for twelve months of base maintenance services and anticipated Additional Work for FY 2012/13; and,
- 3) Approve a Zone D budget adjustment of \$45,424.00 to pay for landscape maintenance services for FY 2012/13.

NOTIFICATION

Not applicable.

ATTACHMENTS

- Attachment 1. Zone D (DSG-2) Vicinity Maps
- Attachment 2. Proposal Recap Sheet
- Attachment 3. Copy of Agreement
- Attachment 4. Copy of Addendum 1

Prepared By
Sharon Sharp
Senior Management Analyst

Concurred By
Candace E. Cassel
Special Districts Division Manager

Concurred By
Daniel Monto
Senior Landscape Services Inspector

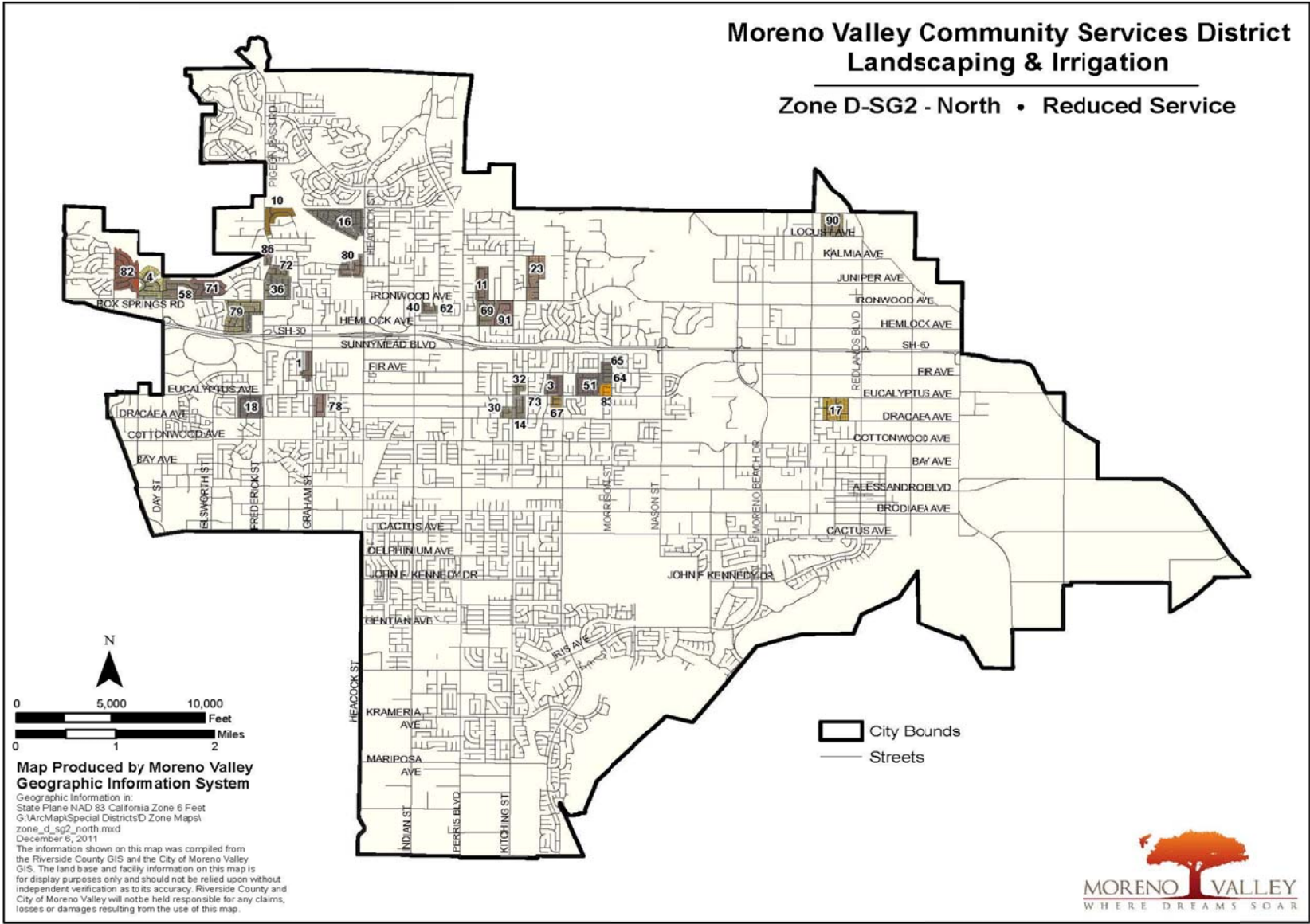
Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

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

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Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service



Moreno Valley Community Services District
 Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

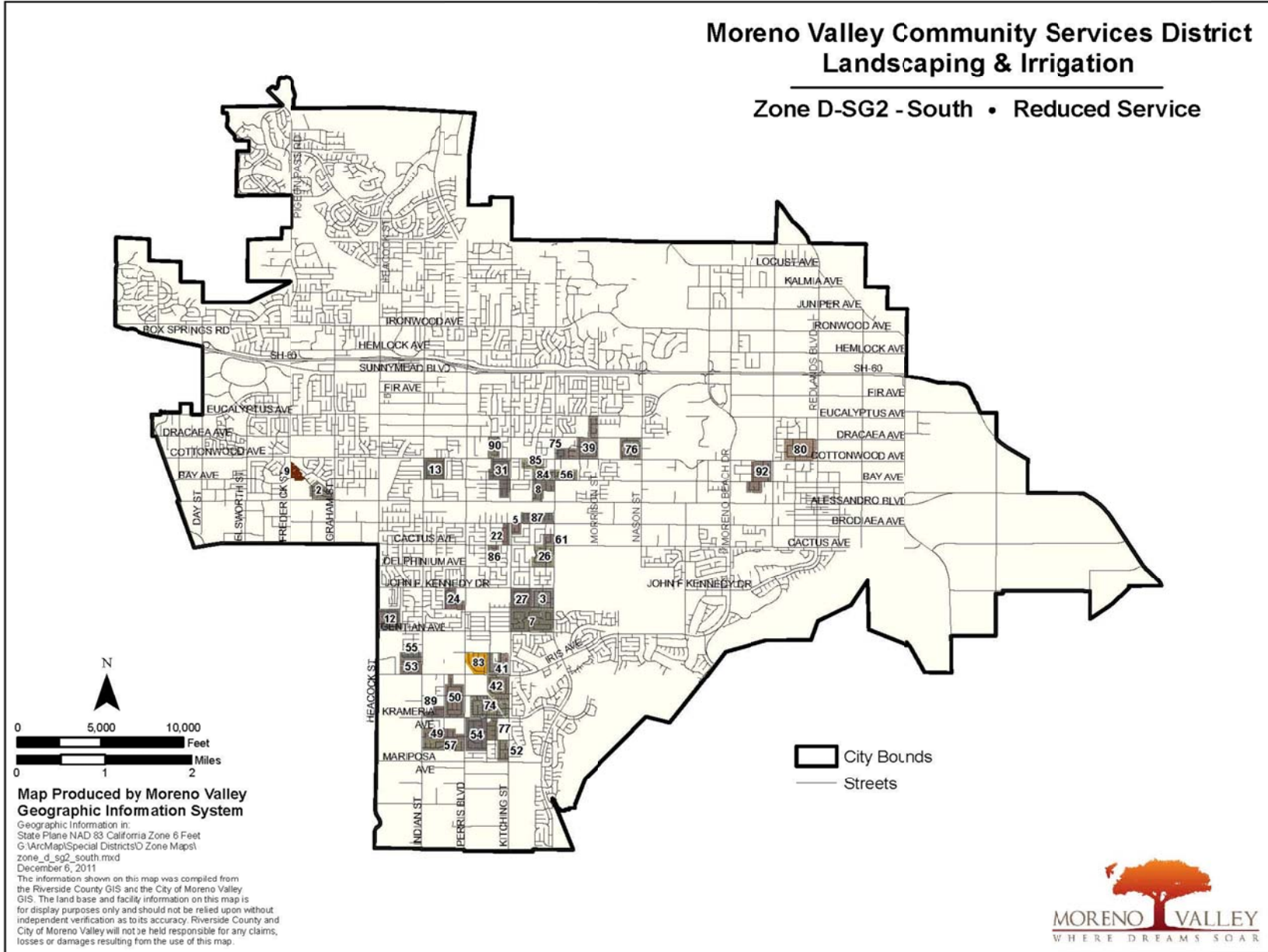
<u>MAP ID</u>	<u>Tract Number</u>	<u>Area (Sq. Ft.)</u>
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17176	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 18512/21322	59,940
17	TR 24721	6,882
18	TR 18930	38,849
23	TR 19208	17,680
30	TR 19500	3,636
32	TR 19799	17,652
36	TR 19551	36,364
40	TR 19862	8,805
51	TR 20525	16,500
58	TR 21332	19,440
62	TR 21737	3,920
64	TR 22276	11,690
65	TR 22277	20,485
67	TR 23046	16,000
69	TR 28882	20,983
71	TR 21333	54,500
72	TR 22093	8,873
73	TR 22371	17,844
78	TR 10191/18468	10,871
79	TR 13576/19080/19081	20,291
80	TR 19032	9,132
82	TR 20272	51,216
83	TR 31591	16,445
86	TR 31257	26,686
90	TR 17334	37,680
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: 659,580 sq ft

Total Acreage, Service Area D-SG2 - North: 15.14

Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service



Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service

<u>MAP ID</u>	<u>Tract Number</u>	<u>Area (Sq. Ft.)</u>
2	TR 15387	9,049
3	TR 12773	13,806
5	TR 17387	4,384
7	TR 19685	62,530
8	TR 19518/18372	12,634
9	TR 19957	6,810
12	TR 20552	19,458
13	TR 20032	14,076
22	TR 19143	4,864
24	TR 19210	9,270
26	TR 19363	13,320
27	TR 19434	13,242
31	TR 19509	18,328
39	TR 19852	28,800
41	TR 19912	11,750
42	TR 19937	20,890
49	TR 20301	7,200
50	TR 20404	36,138
52	TR 20660	11,912
53	TR 20718	23,004
54	TR 20859	33,630
55	TR 20869	2,100
56	TR 20941	9,600
57	TR 21113	12,200
61	TR 21616	23,528
74	TR 20715	51,250
75	TR 27526	16,373
76	TR 30027	45,833
77	TR 29038	6,243
80	TR 31269-1	43,723
83	TR 15433	24,161
84	TR 13585	6,600
85	TR 16770	5,830
86	TR 17457	3,444
87	TR 17867	13,778
89	TR 22889	16,438
90	TR 32018	11,306
92	TR 31284	28,321

Total Area, Service Area D-SG2 - South: 729,053 sq ft
Total Acreage, Service Area D-SG2 - South: 16.74

**Project No. DSG-2/12-13
Zone D Maintenance of Parkway Landscaping & Irrigation**

Evaluation Recap Sheet

***Service Level - Level 3**

Vendor	Irrigation Markup	Cost per sq. ft., per month (Level 3)	Level 3 Service Total	Rating Panel (Average rating)
Mariposa Landscapes, Inc.	15%	\$0.0093	\$155,784.00	Pass/Top 2
Marina Landscape, Inc.	15%	\$0.012	\$201,025.39	Pass/Top 2
Hi Desert Gardens (dba Lawncare Landscaping)	15%	\$0.025 (planter) \$0.06 (turf)	\$255,771.68	DNP

* Level 3 Service is the current service level Zone D (DSG-2) tracks are receiving.

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INDEPENDENT CONTRACTOR AGREEMENT
 RFP NO. DSG-2/12-13
 PROJECT NO. DSG-2/12-13
 MORENO VALLEY COMMUNITY SERVICES DISTRICT
 ZONE D
 MAINTENANCE OF PARKWAY & MEDIAN
 LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District 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.

1. CONTRACTOR INFORMATION:

Contractor's Name	Mariposa Landscapes, Inc.
Street Address	15529 Arrow Hwy.,
Street Address	
City, State, Zip	Irwindale, CA 91706
Mailing Address	
(If same as Street Address, write same or same as above)	Same
Business Phone (with area code)	(626) 960-3809
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	(909) 429-2546
Fax Number	
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	
Contractor's License Number & Classification	592268/ C-27, A, C61/D49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

Attachment 3

- B. The District's responsibilities, other than payment, are 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 Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider 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.
- E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Except for compliance with service schedules, general and technical specification provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the 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 District will not provide, nor be responsible to provide, any training to the 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 paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. 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 Contract, with the exception that the District 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 Contract.

- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (District), and the 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 Contract. Acceptance of these terms by both parties constitutes a Contract and 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. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. Where determined applicable by the District, 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:

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, subcontractor, 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 Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District 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 Contract

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/District/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.
By: _____ Date: _____
(Risk Manager)

Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. 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 Moreno Valley Community Services District, 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, the Moreno Valley Community Services District, and, their 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 to the City of amendment or cancellation, 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 Contract, 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 District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the

extent permitted by law, until final approval by the District, 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 of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.
- J. Termination.
 1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.
 2. The District may terminate this Contract without fault on the part of the Contractor 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 services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". 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 Contract. Upon reasonable notice, such records must be made available to the District'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 Contract.
- L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.
- 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 Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

[Mailing Address (Post Office Box, if applicable)]

[Telephone number]

[Fax number]

[Email address]

With a copy to:

[Attorney for Contractor, if applicable]

[Street Address]

[Post Office Box, if applicable]

[City, State, Zip]

[Telephone number]

[Fax number]

[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

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

Moreno Valley Community Services District

Contractor

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

<u>INTERNAL USE ONLY</u>
ATTEST: _____ City Clerk
APPROVED AS TO LEGAL FORM: _____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL: _____ Department Head
_____ Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

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 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 one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

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

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.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

FAITHFUL PERFORMANCE BOND

PROJECT NO. DSG-2/12-13

Page 10

BOND NO. _____

PREMIUM \$ _____

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

RFP NO. DSG-2/12-13

PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT

ZONE D

MAINTENANCE OF PARKWAY & MEDIAN

LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California,, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. DSG-2/12-13**, 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 Moreno Valley Community Services District, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CSD, 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 CSD 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____.

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, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

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

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

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

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.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

BOND NO. _____

PREMIUM \$ _____

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

**RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13
MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. DSG-2/12-13, 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 Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$_____) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, 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 Moreno Valley Community Services District and judgment is recovered, the Surety shall pay all costs incurred by the Moreno Valley Community Services District in such suit, including reasonable attorney fees to be fixed by the court.

BOND NO. _____

The Surety hereby stipulates and agrees that no change, extensions 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, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

WITNESS our hands this _____ day of _____, 20_____.

PRINCIPAL

SURETY

Name: _____

Name: _____

Address: _____

Address: _____

Telephone Number: _____

Telephone Number: _____

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

Approved as to form this _____ day of _____, 20_____.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

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)).

EXHIBIT A
RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the Board of Directors of the Moreno Valley Community Services District establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20, Project Location Map.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Specification Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All work shall be performed in accordance with the General and Technical Specification Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

- A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.
- B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.
- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:
 - 1. Fertilization;
 - 2. Turf Aeration;
 - 3. Application of pesticides by any method;
 - 4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

- F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

- G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. On those days maintenance is to be provided pursuant to the work schedule as approved by the Director. The hours of on site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day in advance for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

- A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.
- B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director

- C. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.
- D. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.
- E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:
- | | |
|---------------------------------------|--|
| 1. City Manager | 6. Street Maintenance Supervisor |
| 2. Director of Public Works | 7. Senior Landscape Services Inspector |
| 3. Police Department | 8. Landscape Services Inspector |
| 4. Fire Department | 9. Landscape Irrigation Technician |
| 5. Special Districts Division Manager | |

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.
- E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.
- B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Exhibit A, Section 3, paragraph B.
- C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

- A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Exhibit A Section 3, paragraph B., above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

- E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Section 3, paragraph J of the Independent Contractor Agreement.

8. USE OF CHEMICALS

- A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.
- B. Director shall be notified in writing of any changes or deviations from the list as referenced in Exhibit A, Section 8, Paragraph A. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.
- D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City and the Community Services District of the City of Moreno Valley (CSD). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City or CSD and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the CSD that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.
- C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, 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 District 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.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL SPECIFICATION PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.
2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.
3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.
7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall

be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
12. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.
13. Pest control: See Technical Specification Provisions - Pesticide Use, Section 19.
14. Aeration:
 - (a) All turf areas shall be aerated at the frequency as set forth per the frequency of service table, in Exhibit E, unless otherwise directed by the Director;
 - (b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ($\frac{1}{2}$ "), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
 - (c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
 - (d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
 - (e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Specification Provisions - Fertilization, Section 18.
15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C., Section 2.
16. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.
3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with ANSI 300-2001, (or most current revision); safety requirements shall be per ANSI Z133-1994 (or most current revision) standards.
4. Trees shall be pruned at any time in order to:
 - (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Portions of trees up to eighteen feet (18') in height shall:
 - (a) Be pruned to enable successful adaptation to their particular site situation;
 - (b) Have no more than one-third (1/3) of living branches removed annually;
 - (c) Be fertilized only as directed by District field staff.
6. Portions of trees over eighteen feet (18') in height shall:
 - (a) Be inspected annually;
 - (b) Pruned and/or trimmed as necessary to maintain proper site orientation;
 - (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 - (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
7. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;

- (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.
8. The following practices shall not be allowed:
- (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
 - (c) Use of pruning paint/pruning compound/wound dressing;
 - (d) Use of climbing spurs or gaffs.
9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.
11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
12. Pest control: See Technical Specification Provisions – Pesticide Use, Section 19.
13. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

- 1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
- 2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
- 3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
- 4. Shrubs shall be pruned and/or trimmed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

- (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Shrubs shall be pruned in a manner that will:
- (a) Enable successful adaptation to their particular site situation;
 - (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
6. Pruning tools must:
- (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.
7. The following practices are not allowed:
- (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 - (c) Use of pruning paint/pruning compound/wound dressing.
8. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.
9. Pest control: See Technical Specification Provisions –Pesticide Use, Section 19.
10. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Technical Specification Provisions, ground covers

are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').

3. Ground covers shall be pruned/trimmed per the frequency of service table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:
 - (a) Remove dead, diseased, or damaged branches/crowns;
 - (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
 - (c) Correct any condition which the Director has deemed to be hazardous.
4. Ground covers shall be pruned/trimmed/renovated:
 - (a) To enable successful adaptation to their particular site situation;
 - (b) In accordance with accepted practices for the particular species in question;
5. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
7. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.
8. Pest control: See Technical Specification Provisions –Pesticide Use, Section 19.
9. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as

weeds.

2. Weed control shall be addressed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director.
3. Chemical weed control: See Technical Specification Provisions – Pesticide Use, Section 19.
4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.
5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
6. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.
3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings (“lateral lines”) that have been rendered inoperable due to: 1) normal operation (“wear and tear”), and; 2) vandalism, theft, and acts or omissions by third parties.
4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings (“mainlines”) rendered inoperable due to circumstances other than Contractor’s operations, shall be considered Additional Work, per Exhibit C., Section 2.
5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:
 - (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;
 - (b) Be turned off during periods of rainfall, or as directed by District field staff;
 - (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
7. Manually operated irrigation systems shall:
 - (a) Be operated only when Contractor's personnel are present on site;
 - (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;
 - (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.
9. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.
2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.
4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
5. The Contractor shall dispose of all debris and litter, as described herein

Exhibit A, Section 17, letter G, paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.
7. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.
5. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4

18. TECHNICAL SPECIFICATION PROVISIONS - FERTILIZER**A. TURF FERTILIZATION**

- Fertilizer shall be applied to turf areas in accordance with Table I, below. The frequency of service for turf fertilization is also referenced in Exhibit E, Section V., Frequency of Service Table. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this Specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

- Humus base fertilizers to be applied by drop spreader only.
- Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
- Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
- Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
- Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

- Fertilizer shall be applied to all shrubs and ground covers in accordance with Table II below as noted. The frequency of service for shrub and ground

cover fertilization is also referenced in Exhibit E, Section V. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All fertilizers are to be of indicated analysis or better

TABLE II

Month**	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

**Service areas on Level 3 (12 Week) service rotation receive shrub and ground cover fertilization one time (1) per year in April.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification is required to Director five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.
2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
 - (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
 - (b) No injecting or drilling into tree trunk will be allowed.
 - (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
 - (d) Any fertilizers containing iron will be removed from concrete surfaces

before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL SPECIFICATION PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.
2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.
3. All pesticide applications shall be applied as directed by the Director.
4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.
5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A., Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
6. Disposal of empty pesticide containers, if made in the County of Riverside,

shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
2. For pesticide application reporting specifications, see Exhibit A., Section 3 – Functions and Responsibilities and Exhibit A., Section 8. – Use of Chemicals.
3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control
 - (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed in accordance with the Frequency of Service Table as provided in Exhibit E, Section V., or as determined by the Director.
 - (b) Appropriate chemical control must be used on the following weeds.
 - Bermuda Grass
 - Kikuyu Grass
 - Nutsedge
 - Field Bindweed
 - Spurge

The aforementioned list is inclusive; other species may be added by the Director as necessary.
 - (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C.,

Section 4.

2. Snail Control

- (a) Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus
Aptenia sp.
Gazania sp.
Hemerocallis sp.

- (b) Snails shall be controlled on an as needed basis on all other plant material.
- (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

- (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

- (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

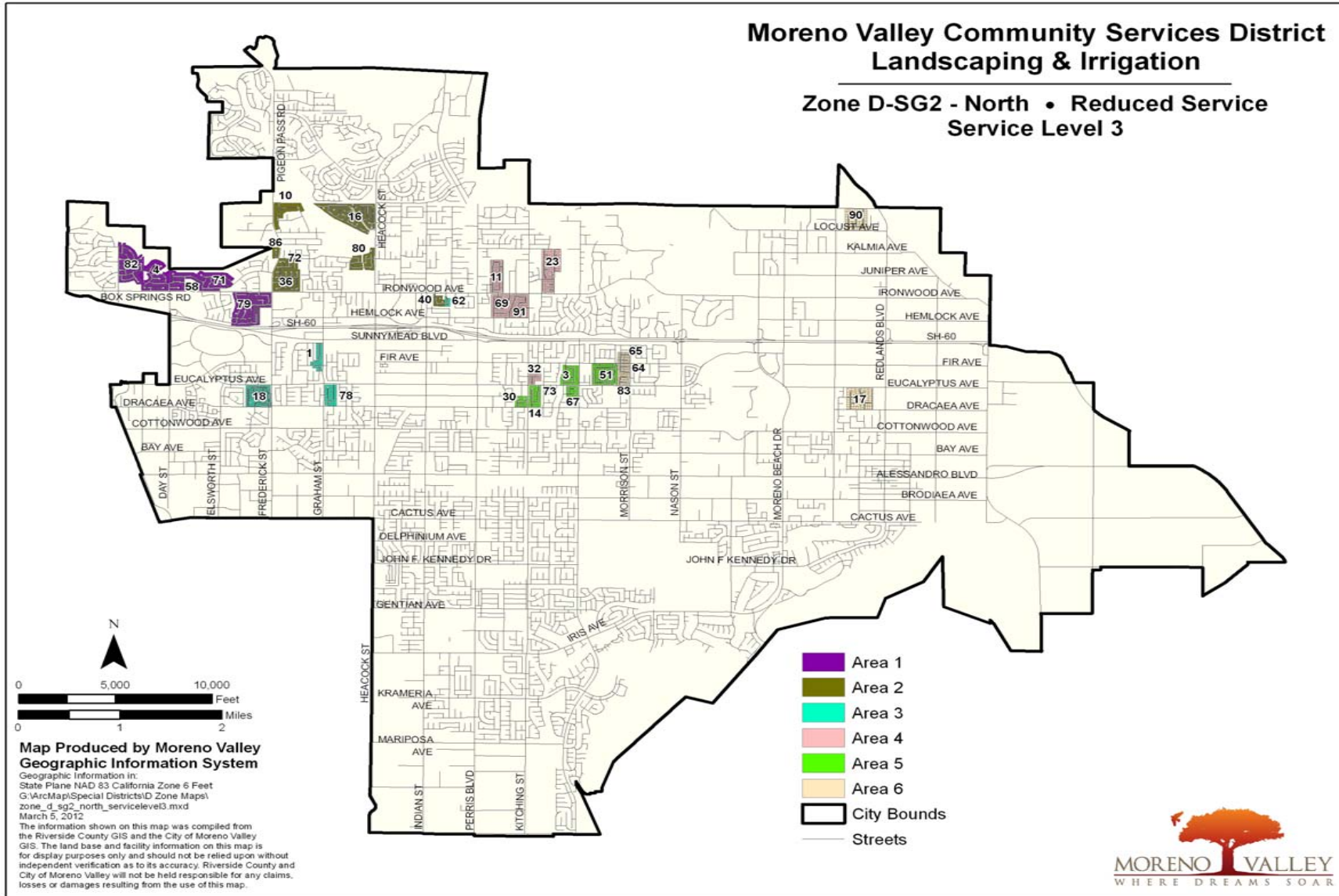
2. Insect and Disease Control

- (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAPS



Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service Service Level 3

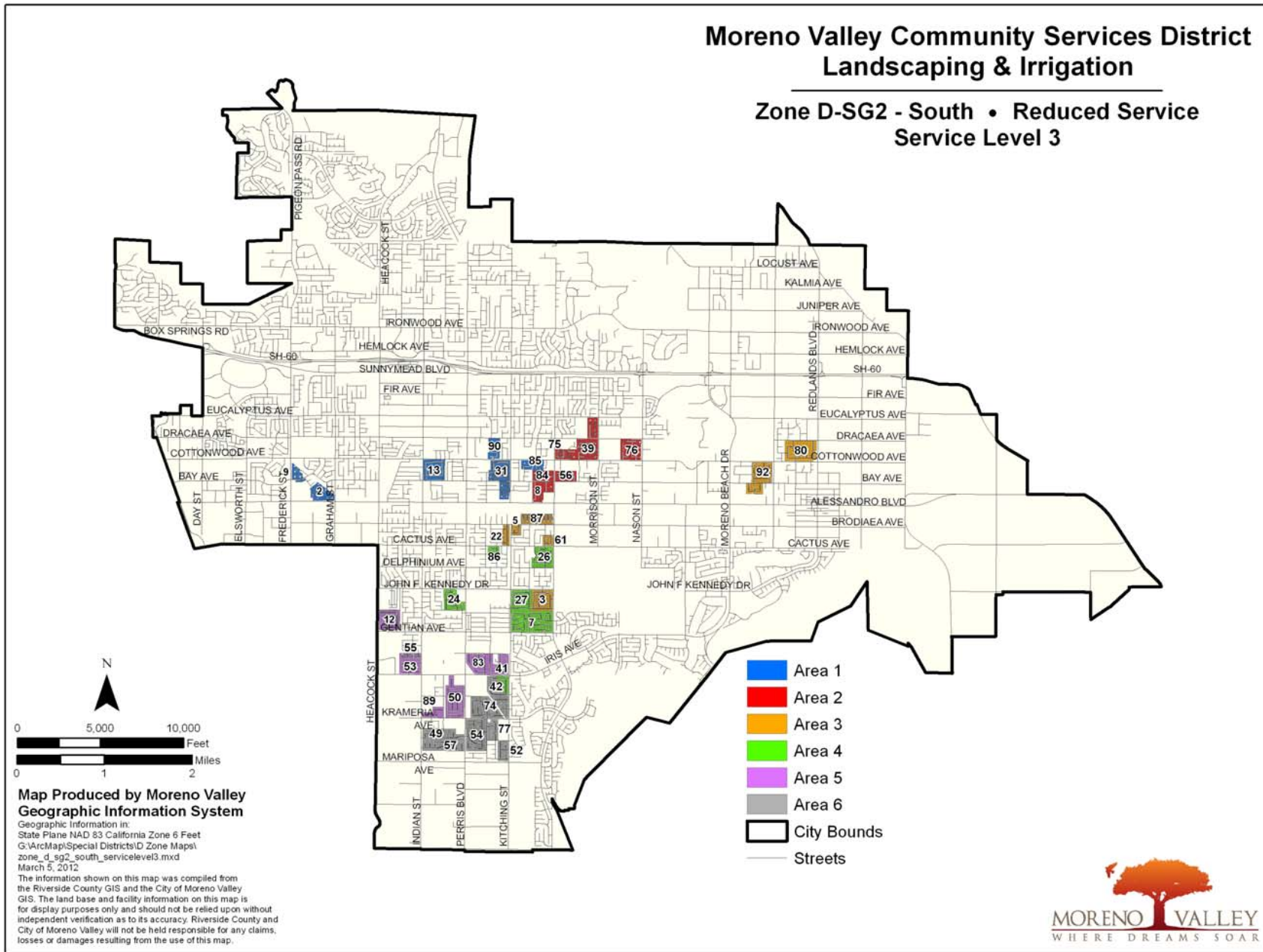


EXHIBIT B: District Responsibilities

RFP NO. DSG-2/12-13

PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT

ZONE D

MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION**1. CONTRACT SUPERVISION**

- A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of the same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

- A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.
- B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. DSG-2/12-13
PROJECT NO. E-3/11- 12

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

- A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. 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 and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

- B. The Contractor will obtain and keep current during the term of this Contract, 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.
- C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of _____ and _____/100 (\$_____) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed _____ dollars and _____/100 (\$_____), except as provided for in Section 2 below.
- D. 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.

- E. The minimum information required on all invoices includes:
1. Vendor Name, Mailing Address and Phone Number
 2. Invoice Date
 3. Vendor Invoice Number
 4. City – provided Reference Number (Project No. and Title)
 5. 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 is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.
- F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.
- G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. **ADDITIONAL WORK**

- A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Sections B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B., below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

- B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after

receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

- C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II, shall be prorated from the day the Contractor commences work on the additional areas.
- D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B and C. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).
- E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of _____ for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

- A. Work required in the General or Technical Specification Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General and/or Technical Specification Provisions; submit notifications or reports required by the Contract, for General or Technical Specifications Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Technical Specification Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of

\$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. DSG-2/12-13

PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
 ZONE D
 MAINTENANCE OF PARKWAY & MEDIAN
 LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on _____, and shall terminate _____ () months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. DSG-2/12-13

PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT

ZONE D

MAINTENANCE OF PARKWAY & MEDIAN

LANDSCAPING AND IRRIGATION

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Mariposa Landscapes, Inc.

TYPE

- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS (STREET) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

C. COMPANY ADDRESS (MAILING) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

D. BUSINESS PHONE NUMBER(with area code) 626-960-0196

E. SATELLITE OFFICE ADDRESS (if applicable):

11093 Almond Ave
Fontana, CA 92337

F. SATELLITE OFFICE PHONE NUMBER 909-429-2546

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: _____
592268/ C-27, A, C61/D49

2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 22 yrs

3. LICENSE EXPIRATION DATE: 4/30/14

4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes No

6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

H. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4245898

I. NAME AND TITLE(S) OF COMPANY OFFICERS:

<u>Terry Noriega</u>	<u>President</u>
<u>Antonio Valenzuela</u>	<u>Secretary</u>
_____	_____
_____	_____

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 32 years

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 32 years

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 70

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 65%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: _____

\$15,000,000.00

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: <u>11</u>	AVERAGE WAGE SCALE: \$ <u>65.00</u> /hr*
TECHNICIANS: <u>55</u>	AVERAGE WAGE SCALE: \$ <u>45.00</u> /Hr.*
FOREMEN: <u>77</u>	AVERAGE WAGE SCALE: \$ <u>35.00</u> /Hr.*
LABORERS: <u>157</u>	AVERAGE WAGE SCALE: \$ <u>30.00</u> /Hr.*

*Use the fully burdened rate (i. e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

• TYPE: Dump Truck NUMBER: 4

• TYPE: Pick-Up Truck	NUMBER: 53
• TYPE: Stake	NUMBER: 53
• TYPE: Sweeper	NUMBER: 1
Large Water Truck	1

B POWER EQUIPMENT

• TYPE: Mowers	NUMBER: 78
• TYPE: Weed eaters	NUMBER: 118
• TYPE: Blowers	NUMBER: 101
• TYPE: Edgers	NUMBER: 47
Hedge trimmers	105
Reels	4
Trailers	47
Roll-off Bins	18

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.

B. REFERENCE RESPONSES MUST INCLUDE:

1. NAME AND ADDRESS OF AGENCY;
2. NAME AND TEL EPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
3. CONTRACT NAME(S) / NUMBER(S);
4. ANNUAL CONTRACT AMOUNT(S);
5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
6. LENGTH OF CONTRACT(S).

C. THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:

1. How many (number) of contracts and years under contract?
2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
3. What are/were the Contract amount(s)?
4. Do/did they have adequate (quantity/quality) staffing?
5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
6. Does staff have the ability to comprehend/speak English?
7. How are/were the appearance, uniforms, and use of safety equipment?
8. Do/did they have availability of additional personnel for extra work/special projects?
9. Is/was the equipment used in good working order?
10. Do/did they have an effective in-company communications system?
11. How is/was the knowledge of and the project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

II: REFERENCES

Name: City of Baldwin Park
Address: 13135 E. Garvey Ave
Baldwin Park, CA 91706
Contact: Mike Salas
Acting Field Supervisor
Phone: 626-224-0100
Contract Name: Landscape Maintenance for the City of Baldwin Park
Contract Amount: \$90,000.00/year
Acreage: 18 Acres throughout the city
Locations: Various Locations
Length of Contract: 1999 – Current



15529 ARROW HIGHWAY, IRWINDALE, CA 91706
CA. LANDSCAPE CONTRACTORS LICENSE NO. 592268
TEL. 626 • 960 • 0196 FAX 626 • 960 • 8477



Name: City of Rancho Cucamonga
Address: 9153 9th Street
Rancho Cucamonga, CA 91730
Contact: Steve Relph
Supervisor
Phone: 909-677-6251
Contract Name: Landscape Maintenance for the City of Rancho Cucamonga
Contract Amount: \$1,164,213.00/year
Acreage: 68 Acres
Locations: Various Locations
Length of Contract: 1989-Current

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT & STAFFING SCHEDULE

- A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc.
11093 Almond Ave
Fontana, CA 92337

- B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

walk behind aerators (S)
backpack blowers (S)
various hand tools (S)

2. **Motor Vehicles:**

3/4 ton full size pickup (S)
3/4 ton full size ext. cab pickup (S)
3/4 ton full size irrigation truck (S)
Utility trailer (S)

3. **Turf Maintenance Power Equipment/Tools:**

50" bagger ride-on mower (S)
21" bagger walk behind mower (S)
walk behind edger (S)
Weedeater (S)

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Hedgetrimmer
Stick hedgetrimmer
Pole saw
hand pruners
lopers
rakes
burlaps

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Shovels (Various)
Picks
Pipe cutter
Pipe wrenches (various)
Screw drivers (various)
volt meter
wire tracer
hand held remote
pliers

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

walk behind broadcast spreader
hand held broadcast spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

backpack sprayer

- C. **Staff:** - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**

(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Luis Valenzuela, Maintenance Division Manager - CLT, QAC, Arborist (also refer to attached resume)
Jaime Garcia, Maintenance Supervisor - QAC (also refer to attached resume)
Forman - To Be Assigned upon award of contract
Irrigator - To Be Assigned upon award of contract
Laborer 1 - To Be Assigned upon award of contract
Laborer 2 - To Be Assigned upon award of contract
(Subject to change or modify)

2. **Tree Trimming/Maintenance:**

(List any ISA or equivalent certified personnel)

Tasks to be performed by Assigned Routine Crew

3. **Irrigation System Maintenance:**

(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Irrigator to be assigned upon award of contract.

4. **Pesticide Application:**

(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Tasks to be performed by Assigned Routine Crew

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 58-59 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedule for performing the services as describe in Exhibit A. For those services listed under the Technical Specification Provisions found in Exhibit A, Section 17, and Sections 18 A (Turf Fertilization) and 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for ZONE D. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the ZONE D areas in the box corresponding to the day of the week/month the work is proposed to be performed.
2. Be sure to include administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the ZONE D areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.
2. Be sure to include any administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

ZONE D MONTHLY SCHEDULE SHEET**SERVICE SCHEDULE LEVEL 3
PROPOSED PROJECT WORK SCHEDULES**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Litter control Mow/edge/detail Blow/clean up Irrig. inspect/adjust Weed control (partial)	Litter control Weed control Blow/clean up Irrig. inspect/adjust Trim trees/vines/ shrubs/gc (partial) Weed control (partial)	Litter control Irrig. inspect/adjust Trim trees/vines/shrubs/ gc (partial)	Litter control Blow/clean up Trim trees/vines/ shrubs/gc (partial) Weed control (partial) Pest control (partial)	NO WORK
WEEK #2 Irrig. inspect/adjust	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	Same as above
WEEK #3 Mow/edge/detail Blow/clean up	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	NO WORK
WEEK #4 Irrig. inspect/adjust	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	Same as above

ZONE D ANNUAL SCHEDULE SHEET

**SERVICE SCHEDULE LEVEL 3
PROPOSED PROJECT WORK SCHEDULES**

<p>JANUARY Routine Maint. Weed control</p>	<p>FEBRUARY Routine Maint. Fertilize turf w/ 22-0-6 + preemergent Shrub, GC care/trim</p>	<p>MARCH Routine Maint.</p>
<p>APRIL Routine Maint. Aerate Fertilize shrubs & GC w/ 23-5-10</p>	<p>MAY Routine Maint. Shrub, GC care/trim Weed control</p>	<p>JUNE Routine Maint. Fertilize turf w/ 22-5-5</p>
<p>JULY Routine Maint.</p>	<p>AUGUST Routine Maint. Shrub, GC care/trim Weed control</p>	<p>SEPTEMBER Routine Maint.</p>
<p>OCTOBER Routine Maint. Fertilize turf w/ 22-5-5</p>	<p>NOVEMBER Routine Maint. Shrub, GC care/trim Weed control</p>	<p>DECEMBER Routine Maint.</p>

V: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Ground covers, shrubs & trees - Pesticide usage criteria	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*

* specification of month to be approved by Director in advance of application

VI: ZONE D – SAMPLE SERVICE SCHEDULES

A ZONE D – 4 WEEK ROTATION Sample based on Service Schedule Level 1 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049	1	
DSG2 South	9	19957	6,810	1	
DSG2 South	13	20032	14,076	1	
DSG2 South	31	19509	18,328	1	
DSG2 South	85	16770	5,830	1	
DSG2 South	90	32018	11,306	1	
DSG2 South	39	19852	28,800	1	
DSG2 South	75	27526	16,373	1	
DSG2 South	76	30027	45,833	1	
DSG2 South	8	19518/18372	12,634	1	Grass
DSG2 South	84	13585	6,600	1	
DSG2 South	56	20941	9,600	1	Grass
DSG2 South	80	31269-1	43,723	1	
DSG2 South	92	31284	28,321	1	
DSG2 South	5	17387	4,384	1	
DSG2 South	22	19143	4,864	1	
DSG2 South	61	21616	23,528	1	
DSG2 South	87	17867	13,778	1	
DSG2 South	3	12773	13,806	2	
DSG2 South	7	19685	62,530	2	
DSG2 South	24	19210	9,270	2	
DSG2 South	26	19363	13,320	2	
DSG2 South	27	19434	13,242	2	
DSG2 South	86	17457	3,444	2	
DSG2 South	41	19912	11,750	2	Grass
DSG2 South	12	20552	19,458	2	Grass
DSG2 South	50	20404	36,138	2	
DSG2 South	53	20718	23,004	2	
DSG2 South	55	20869	2,100	2	
DSG2 South	83	15433	24,161	2	
DSG2 South	89	22889	16,438	2	
DSG2 South	42	19937	20,890	2	
DSG2 South	49	20301	7,200	2	Grass
DSG2 South	52	20660	11,912	2	Grass
DSG2 South	54	20859	33,630	2	Grass
DSG2 South	57	21113	12,200	2	
DSG2 South	74	20715	51,250	2	Grass
DSG2 South	77	29038	6,243	2	

DSG 2 South		
Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012 Area 1/Mow/Litter	03/06/2013 Area 1/Mow/Litter
07/11/2012 Area 1/Mow/Litter	11/14/2012 Mow/Litter	03/13/2013 Mow/Litter
07/18/2012 Mow/Litter	11/21/2012 Area 2/Mow/Litter	03/20/2013 Area 2/Mow/Litter
07/25/2012 Area 2/Mow/Litter	11/28/2012 Mow/Litter	03/27/2013 Mow/Litter
Aug-12	Dec-12	Apr-12
08/01/2012 Mow/Litter	12/05/2012 Area 1/Mow/Litter	04/03/2013 Area 1/Mow/Litter
08/08/2012 Area 1/Mow/Litter	12/12/2012 Mow/Litter	04/10/2013 Mow/Litter
08/15/2012 Mow/Litter	12/19/2012 Area 2/Mow/Litter	04/17/2013 Area 2/Mow/Litter
08/22/2012 Area 2/Mow/Litter	12/26/2012 Mow/Litter	04/24/2013 Mow/Litter
08/29/2012 Mow/Litter		
Sep-12	Jan-13	May-13
09/05/2012 Area 1/Mow/Litter	01/02/2013 Area 1/Mow/Litter	05/01/2013 Area 1/Mow/Litter
09/12/2012 Mow/Litter	01/09/2013 Mow/Litter	05/08/2013 Mow
09/19/2012 Area 2/Mow/Litter	01/16/2013 Area 2/Mow/Litter	05/15/2013 Area 2/Mow/Litter
09/26/2012 Mow/Litter	01/23/2013 Mow/Litter	05/22/2013 Mow/Litter
	01/30/2013 Mow/Litter	05/29/2013 Mow/Litter
Oct-12	Feb-13	Jun-13
10/03/2012 Area 1/Mow/Litter	02/06/2013 Area 1/Mow/Litter	06/05/2013 Area 1/Mow/Litter
10/10/2012 Mow/Litter	02/13/2013 Mow/Litter	06/12/2013 Mow/Litter
10/17/2012 Area 2/Mow/Litter	02/20/2013 Area 2/Mow/Litter	06/19/2013 Area 2/Mow/Litter
10/24/2012 Mow/Litter	02/27/2013 Mow/Litter	06/26/2013 Mow/Litter
10/31/2012 Mow/Litter		

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097	1	
DSG2 North	58	21332	19,440	1	Grass
DSG2 North	71	21333	54,500	1	
DSG2 North	82	20272	51,216	1	Grass
DSG2 North	79	19080	20,291	1	
DSG2 North	10	20030	11,200	1	
DSG2 North	36	19551	36,364	1	
DSG2 North	72	22093	8,873	1	
DSG2 North	16	18512/21322	59,940	1	Grass
DSG2 North	86	31257	26,686	1	
DSG2 North	80	19032	9,132	1	
DSG2 North	1	11848	9,066	1	
DSG2 North	78	10191/18468	10,871	1	
DSG2 North	18	18930	38,849	1	Grass
DSG2 North	40	19682	8,805	1	Grass
DSG2 North	62	21737	3,920	1	Grass
DSG2 North	11	20072	23,550	2	
DSG2 North	23	19208	17,680	2	
DSG2 North	32	19799	17,652	2	
DSG2 North	69	28882	20,983	2	
DSG2 North	91	18784/20906	30,432	2	
DSG2 North	3	16768	16,281	2	
DSG2 North	14	17033	9,990	2	
DSG2 North	30	19500	3,636	2	
DSG2 North	73	22371	17,844	2	
DSG2 North	51	20525	16,500	2	
DSG2 North	67	23046	16,000	2	
DSG2 North	17	24721	6,882	2	
DSG2 North	83	31591	16,445	2	
DSG2 North	64	22276	11,690	2	Grass
DSG2 North	65	22277	20,485	2	
DSG2 North	90	17334	37,680	2	

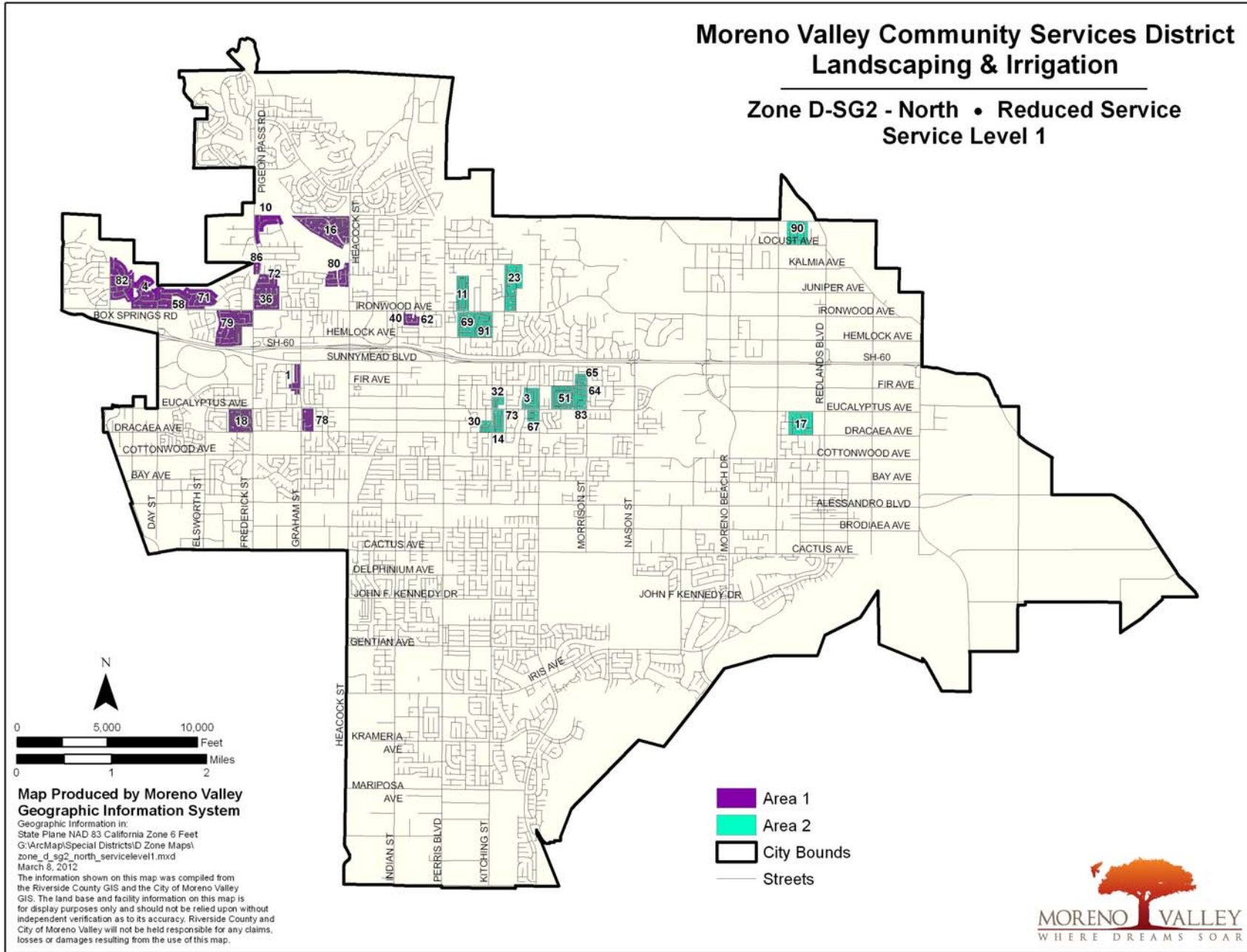
DSG 2 North		
Jul-12	Nov-12	Mar-13
07/02/2012 Mow/Litter	11/05/2012 Area 1/Mow/Litter	03/04/2013 Area 1/Mow/Litter
07/09/2012 Area 1/Mow/Litter	11/12/2012 Mow/Litter	03/11/2013 Mow/Litter
07/16/2012 Mow/Litter	11/19/2012 Area 2/Mow/Litter	03/18/2013 Area 2/Mow/Litter
07/23/2012 Area 2/Mow/Litter	11/26/2012 Mow/Litter	03/25/2013 Mow/Litter
07/30/2012 Mow/Litter		
Aug-12	Dec-12	Apr-13
08/06/2012 Area 1/Mow/Litter	12/03/2012 Area 1/Mow/Litter	04/01/2013 Area 1/Mow/Litter
08/13/2012 Mow/Litter	12/10/2012 Mow/Litter	04/08/2013 Mow/Litter
08/20/2012 Area 2/Mow/Litter	12/17/2012 Area 2/Mow/Litter	04/15/2013 Area 2/Mow/Litter
08/27/2012 Mow/Litter	12/24/2012 Mow/Litter	04/22/2013 Mow/Litter
	12/31/2012 Mow/Litter	04/29/2013 Mow/Litter
Sep-12	Jan-13	May-13
09/03/2012 Area 1/Mow/Litter	01/07/2013 Area 1/Mow/Litter	05/06/2013 Area 1/Mow/Litter
09/10/2012 Mow/Litter	01/14/2013 Mow/Litter	05/13/2013 Mow/Litter
09/17/2012 Area 2/Mow/Litter	01/21/2013 Area 2/Mow/Litter	05/20/2013 Area 2/Mow/Litter
09/24/2012 Mow/Litter	01/28/2013 Mow/Litter	05/27/2013 Mow/Litter
Oct-12	Feb-13	Jun-13
10/01/2012 Area 1/Mow/Litter	02/04/2013 Area 1/Mow/Litter	06/03/2013 Area 1/Mow/Litter
10/08/2012 Mow/Litter	02/11/2013 Mow/Litter	06/10/2013 Mow/Litter
10/15/2012 Area 2/Mow/Litter	02/18/2013 Area 2/Mow/Litter	06/17/2013 Area 2/Mow/Litter
10/22/2012 Mow/Litter	02/25/2013 Mow/Litter	06/24/2013 Mow/Litter
10/29/2012 Mow/Litter		

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Item No. B.3

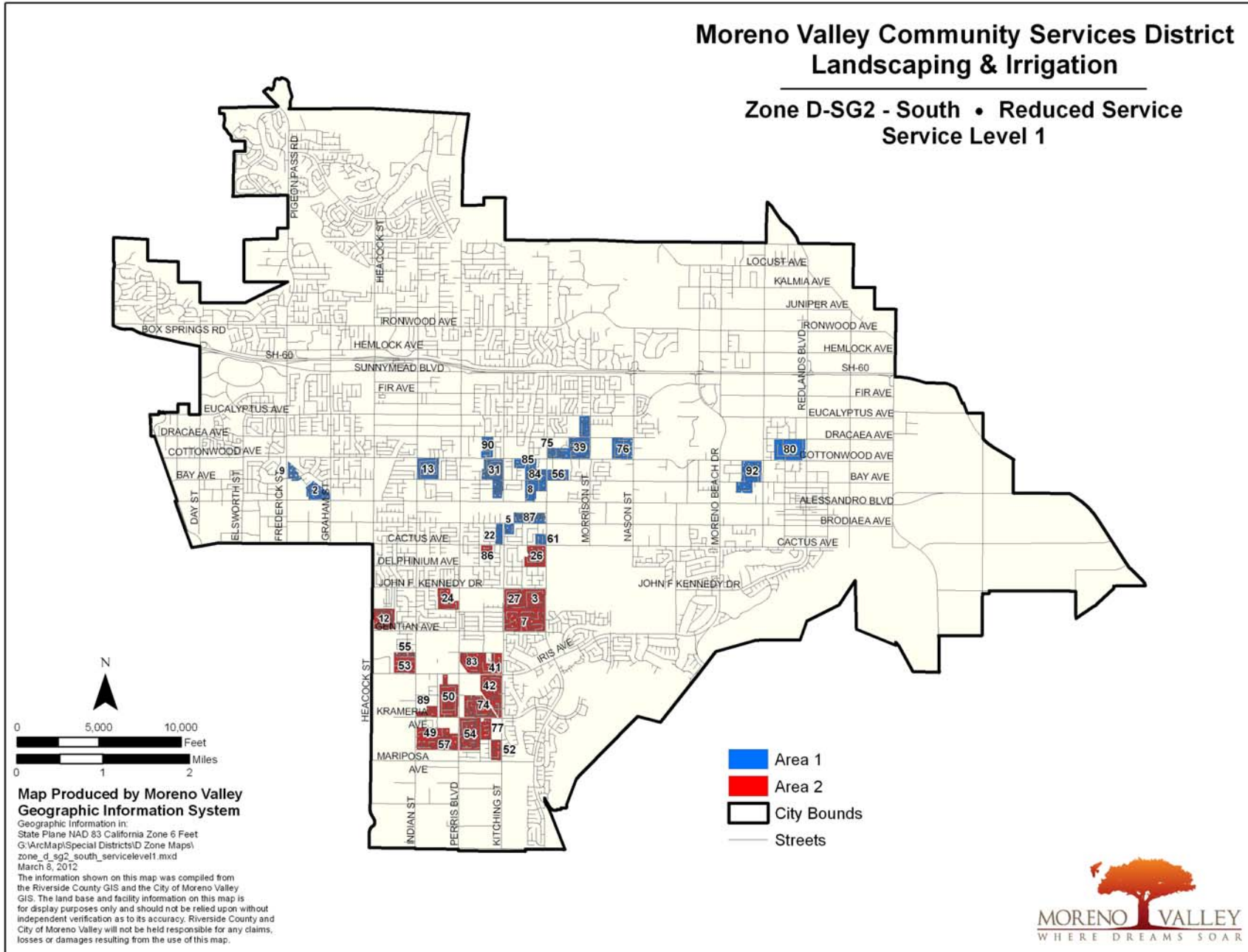
Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service Service Level 1



Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service Service Level 1



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Item No. B.3



B. ZONE D – 8 WEEK ROTATION Sample based on Service Schedule Level 2 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049	1	
DSG2 South	9	19957	6,810	1	
DSG2 South	13	20032	14,076	1	
DSG2 South	31	19509	18,328	1	
DSG2 South	85	16770	5,830	1	
DSG2 South	90	32018	11,306	1	
DSG2 South	39	19852	28,900	1	
DSG2 South	75	27526	16,373	1	
DSG2 South	76	30027	45,833	1	
DSG2 South	8	19518/18372	12,634	2	Grass
DSG2 South	84	13585	6,600	2	
DSG2 South	56	20941	9,600	2	Grass
DSG2 South	80	31269-1	43,723	2	
DSG2 South	92	31284	28,321	2	
DSG2 South	5	17387	4,384	2	
DSG2 South	22	19143	4,864	2	
DSG2 South	61	21616	23,528	2	
DSG2 South	87	17867	13,778	2	
DSG2 South	3	12773	13,806	3	
DSG2 South	7	19685	62,530	3	
DSG2 South	24	19210	9,270	3	
DSG2 South	26	19363	13,320	3	
DSG2 South	27	19434	13,242	3	
DSG2 South	86	17457	3,444	3	
DSG2 South	41	19912	11,750	3	Grass
DSG2 South	12	20552	19,458	3	Grass
DSG2 South	50	20404	36,138	3	
DSG2 South	53	20718	23,004	3	
DSG2 South	55	20869	2,100	4	
DSG2 South	83	15433	24,161	4	
DSG2 South	89	22889	16,438	4	
DSG2 South	42	19937	20,890	4	
DSG2 South	49	20301	7,200	4	Grass
DSG2 South	52	20660	11,912	4	Grass
DSG2 South	54	20859	33,630	4	Grass
DSG2 South	57	21113	12,200	4	
DSG2 South	74	20715	51,250	4	Grass
DSG2 South	77	29038	6,243	4	

DSG 2 South		
Jul-12	Nov-12	Mar-13
07/04/2012 Mow/Litter	11/07/2012 Mow/Litter	03/06/2013 Open
07/11/2012 Area 1	11/14/2012 Area 1	03/13/2013 Mow/Litter
07/18/2012 Mow/Litter	11/21/2012 Mow/Litter	03/20/2013 Area 1
07/25/2012 Area 2	11/28/2012 Area 2	03/27/2013 Mow
Aug-12	Dec-12	Apr-12
08/01/2012 Mow/Litter	12/05/2012 Mow/Litter	04/03/2013 Area 2
08/08/2012 Area 3	12/12/2012 Area 3	04/10/2013 Mow/Litter
08/15/2012 Mow/Litter	12/19/2012 Mow/Litter	04/17/2013 Area 3
08/22/2012 Area 4	12/26/2012 Area 4	04/24/2013 Mow/Litter
08/29/2012 Mow/Litter		
Sep-12	Jan-13	May-13
09/05/2012 Area 1	01/02/2013 Mow/Litter	05/01/2013 Area 4
09/12/2012 Mow/Litter	01/09/2013 Area 1	05/08/2013 Mow/Litter
09/19/2012 Area 2	01/16/2013 Mow/Litter	05/15/2013 Area 1
09/26/2012 Mow/Litter	01/23/2013 Area 2	05/22/2013 Mow/Litter
	01/30/2013 Mow	05/29/2013 Area 2
Oct-12	Feb-13	Jun-13
10/03/2012 Area 3	02/06/2013 Area 3	06/05/2013 Mow/Litter
10/10/2012 Mow/Litter	02/13/2013 Mow/Litter	06/12/2013 Area 3
10/17/2012 Area 4	02/20/2013 Area 4	06/19/2013 Mow/Litter
10/24/2012 Mow/Litter	02/27/2013 Mow/Litter	06/26/2013 Area 4
10/31/2012 Open		

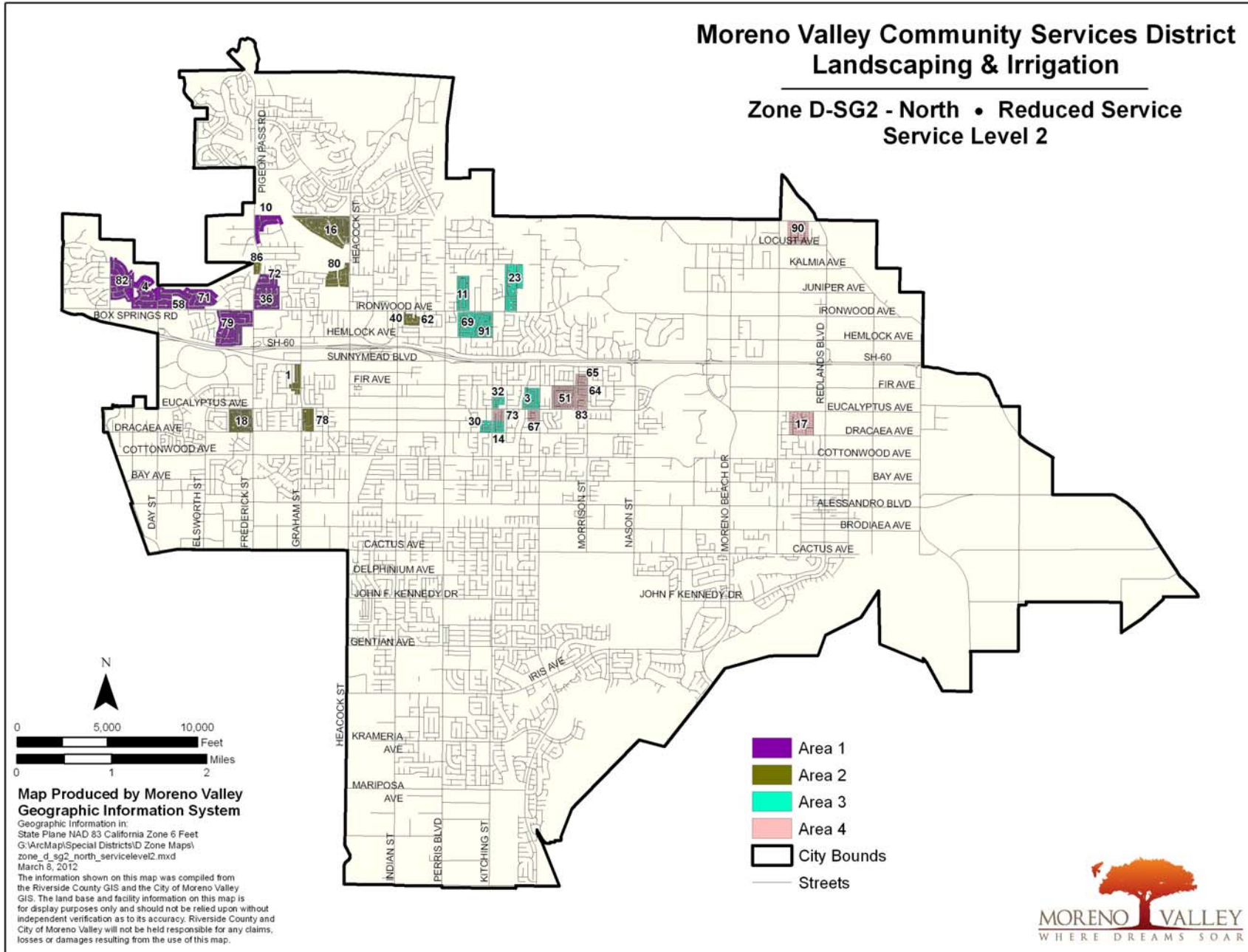
updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097	1	
DSG2 North	58	21332	19,440	1	Grass
DSG2 North	71	21333	54,500	1	
DSG2 North	82	20272	51,216	1	Grass
DSG2 North	79	19080	20,291	1	
DSG2 North	10	20030	11,200	1	
DSG2 North	36	19551	36,364	1	
DSG2 North	72	22093	8,873	1	
DSG2 North	16	18512/21322	59,940	2	Grass
DSG2 North	86	31257	26,686	2	
DSG2 North	80	19032	9,132	2	
DSG2 North	1	11848	9,066	2	
DSG2 North	78	10191/18468	10,871	2	
DSG2 North	18	18930	38,849	2	Grass
DSG2 North	40	19682	8,805	2	Grass
DSG2 North	62	21737	3,920	2	Grass
DSG2 North	11	20072	23,550	3	
DSG2 North	23	19208	17,680	3	
DSG2 North	32	19799	17,652	3	
DSG2 North	69	28882	20,983	3	
DSG2 North	91	18784/20906	30,432	3	
DSG2 North	3	16768	16,281	3	
DSG2 North	14	17033	9,990	3	
DSG2 North	30	19500	3,636	3	
DSG2 North	73	22371	17,844	4	
DSG2 North	51	20525	16,500	4	
DSG2 North	67	23046	16,000	4	
DSG2 North	17	24721	6,882	4	
DSG2 North	83	31591	16,445	4	
DSG2 North	64	22276	11,690	4	Grass
DSG2 North	65	22277	20,485	4	
DSG2 North	90	17334	37,680	4	

DSG 2 North		
Jul-12	Nov-12	Mar-13
07/02/2012 Mow/Litter	11/05/2012 Mow/Litter	03/04/2013 Open
07/09/2012 Area 1	11/12/2012 Area 1	03/11/2013 Mow/Litter
07/16/2012 Mow/Litter	11/19/2012 Mow/Litter	03/18/2013 Area 1
07/23/2012 Area 2	11/26/2012 Area 2	03/25/2013 Mow/Litter
07/30/2012 Mow/Litter		
Aug-12	Dec-12	Apr-13
08/06/2012 Area 3	12/03/2012 Mow/Litter	04/01/2013 Area 2
08/13/2012 Mow/Litter	12/10/2012 Area 3	04/08/2013 Mow/Litter
08/20/2012 Area 4	12/17/2012 Mow/Litter	04/15/2013 Area 3
08/27/2012 Mow/Litter	12/24/2012 Area 4	04/22/2013 Mow/Litter
	12/31/2012 Mow/Litter	04/29/2013 Area 4
Sep-12	Jan-13	May-13
09/03/2012 Area 1	01/07/2013 Area 1	05/06/2013 Mow/Litter
09/10/2012 Mow/Litter	01/14/2013 Mow/Litter	05/13/2013 Area 1
09/17/2012 Area 2	01/21/2013 Area 2	05/20/2013 Mow/Litter
09/24/2012 Mow/Litter	01/28/2013 Mow/Litter	05/27/2013 Area 2
Oct-12	Feb-13	Jun-13
10/01/2012 Area 3	02/04/2013 Area 3	06/03/2013 Mow/Litter
10/08/2012 Mow/Litter	02/11/2013 Mow/Litter	06/10/2013 Area 3
10/15/2012 Area 4	02/18/2013 Area 4	06/17/2013 Mow/Litter
10/22/2012 Mow/Litter	02/25/2013 Mow/Litter	06/24/2013 Area 4
10/29/2012 Open		

Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service Service Level 2

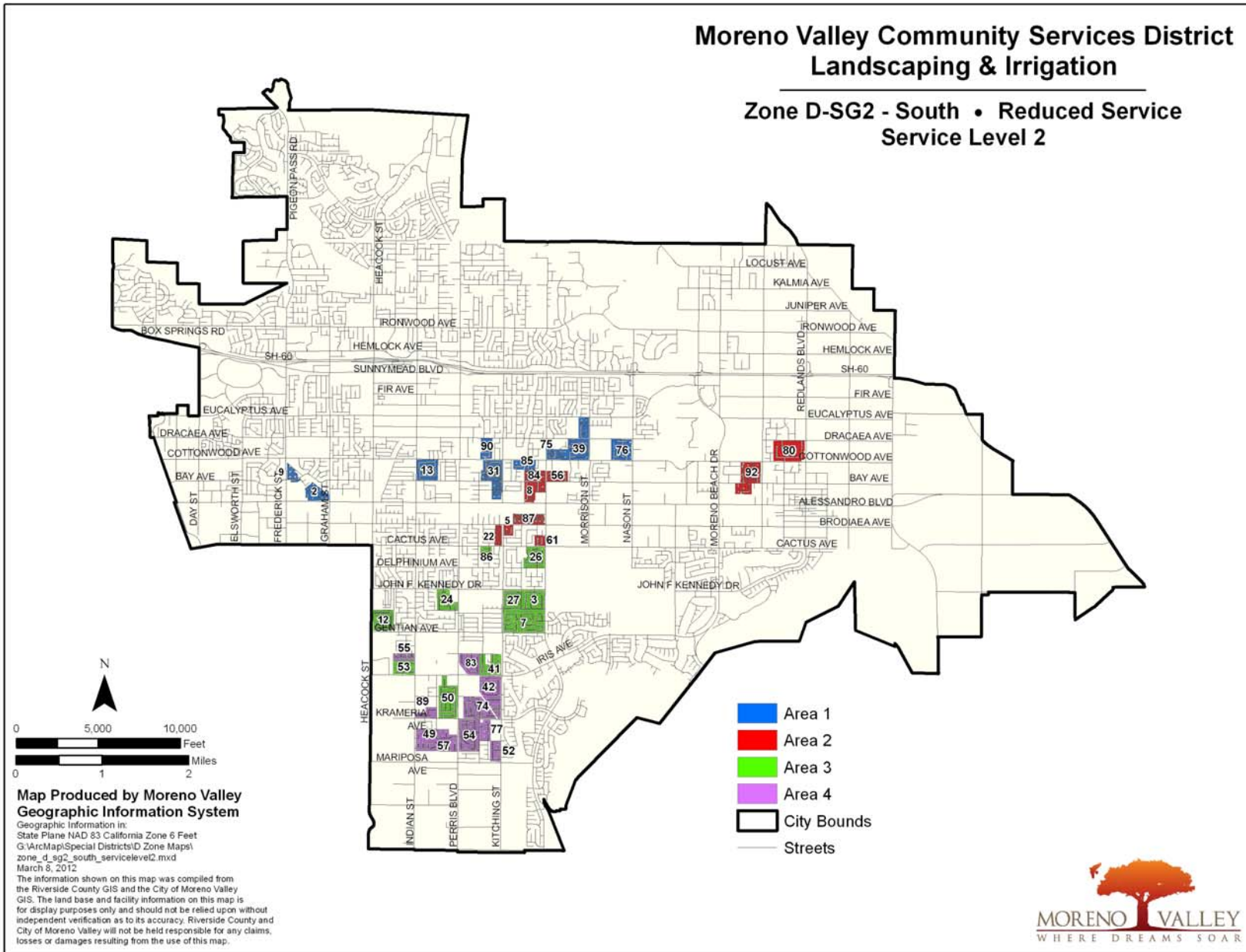


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Item No. B.3

Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service Service Level 2



C. ZONE D – 12 WEEK ROTATION Sample based on Service Schedule Level 3 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049	1	
DSG2 South	9	19957	6,810	1	
DSG2 South	13	20032	14,076	1	
DSG2 South	31	19509	18,328	1	
DSG2 South	85	16770	5,830	1	
DSG2 South	90	32018	11,306	1	
DSG2 South	39	19852	28,800	2	
DSG2 South	75	27526	16,373	2	
DSG2 South	76	30027	45,833	2	
DSG2 South	8	19518/18372	12,634	2	Grass
DSG2 South	84	13585	6,600	2	
DSG2 South	56	20941	9,600	2	Grass
DSG2 South	80	31269-1	43,723	3	
DSG2 South	92	31284	28,321	3	
DSG2 South	5	17387	4,384	3	
DSG2 South	22	19143	4,864	3	
DSG2 South	61	21616	23,528	3	
DSG2 South	87	17867	13,778	3	
DSG2 South	3	12773	13,806	4	
DSG2 South	7	19685	62,530	4	
DSG2 South	24	19210	9,270	4	
DSG2 South	26	19363	13,320	4	
DSG2 South	27	19434	13,242	4	
DSG2 South	86	17457	3,444	4	
DSG2 South	41	19912	11,750	5	Grass
DSG2 South	12	20552	19,458	5	Grass
DSG2 South	50	20404	36,138	5	
DSG2 South	53	20718	23,004	5	
DSG2 South	55	20869	2,100	5	
DSG2 South	83	15433	24,161	5	
DSG2 South	89	22889	16,438	5	
DSG2 South	42	19937	20,890	6	
DSG2 South	49	20301	7,200	6	Grass
DSG2 South	52	20660	11,912	6	Grass
DSG2 South	54	20859	33,630	6	Grass
DSG2 South	57	21113	12,200	6	
DSG2 South	74	20715	51,250	6	Grass
DSG2 South	77	29038	6,243	6	

DSG 2 South		
Jul-12 07/04/2012 Mow/Litter 07/11/2012 Area 1 07/18/2012 Mow 07/25/2012 Area 2	Nov-12 11/07/2012 Mow 11/14/2012 Area 4 11/21/2012 Mow/Litter 11/28/2012 Area 5	Mar-13 03/06/2013 Area 5 03/13/2013 Mow/Litter 03/20/2013 Area 6 03/27/2013 Mow
Aug-12 08/01/2012 Mow/Litter 08/08/2012 Area 3 08/15/2012 Mow 08/22/2012 Area 4 08/29/2012 Mow/Litter	Dec-12 12/05/2012 Mow 12/12/2012 Area 6 12/19/2012 Mow/Litter 12/26/2012 Open	Apr-12 04/03/2013 Open 04/10/2013 Mow/Litter 04/17/2013 Area 1 04/24/2013 Mow
Sep-12 09/05/2012 Area 5 09/12/2012 Mow 09/19/2012 Area 6 09/26/2012 Mow/Litter	Jan-13 01/02/2013 Mow 01/09/2013 Area 1 01/16/2013 Mow/Litter 01/23/2013 Area 2 01/30/2013 Mow	May-13 05/01/2013 Area 2 05/08/2013 Mow/Litter 05/15/2013 Area 3 05/22/2013 Mow 05/29/2013 Area 4
Oct-12 10/03/2012 Area 1 10/10/2012 Mow 10/17/2012 Area 2 10/24/2012 Mow/Litter 10/31/2012 Area 3	Feb-13 02/06/2013 Area 3 02/13/2013 Mow/Litter 02/20/2013 Area 4 02/27/2013 Mow	Jun-13 06/05/2013 Mow/Litter 06/12/2013 Area 5 06/19/2013 Mow 06/26/2013 Area 6

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updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097	1	
DSG2 North	58	21332	19,440	1	Grass
DSG2 North	71	21333	54,500	1	
DSG2 North	82	20272	51,216	1	Grass
DSG2 North	79	19080	20,291	1	
DSG2 North	10	20030	11,200	2	
DSG2 North	36	19551	36,364	2	
DSG2 North	72	22093	8,873	2	
DSG2 North	16	18512/21322	59,940	2	Grass
DSG2 North	86	31257	26,686	2	
DSG2 North	80	19032	9,132	2	
DSG2 North	1	11848	9,066	3	
DSG2 North	78	10191/18468	10,871	3	
DSG2 North	18	18930	38,849	3	Grass
DSG2 North	40	19682	8,805	3	Grass
DSG2 North	62	21737	3,920	3	Grass
DSG2 North	11	20072	23,550	4	
DSG2 North	23	19208	17,680	4	
DSG2 North	32	19799	17,652	4	
DSG2 North	69	28882	20,983	4	
DSG2 North	91	18784/20906	30,432	4	
DSG2 North	3	16788	16,281	5	
DSG2 North	14	17033	9,990	5	
DSG2 North	30	19500	3,636	5	
DSG2 North	73	22371	17,844	5	
DSG2 North	51	20525	16,500	5	
DSG2 North	67	23046	16,000	5	
DSG2 North	17	24721	6,882	6	
DSG2 North	83	31591	16,445	6	
DSG2 North	64	22276	11,690	6	Grass
DSG2 North	65	22277	20,485	6	
DSG2 North	90	17334	37,680	6	

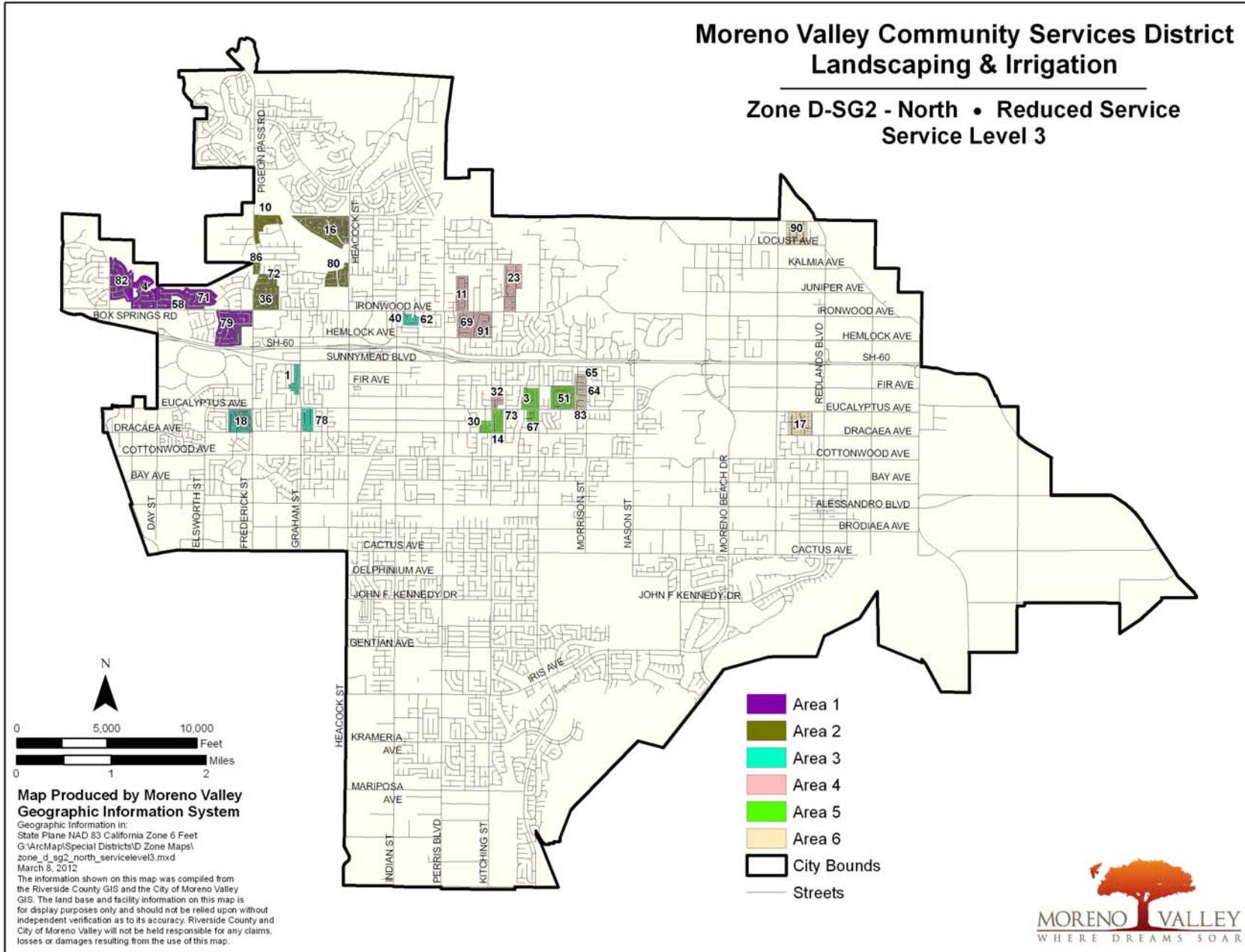
updated 11/9/11

DSG 2 North		
Jul-12 07/02/2012 Mow/Litter 07/09/2012 Area 1 07/16/2012 Mow 07/23/2012 Area 2 07/30/2012 Mow/Litter	Nov-12 11/05/2012 Mow 11/12/2012 Area 4 11/19/2012 Mow/Litter 11/26/2012 Area 5	Mar-13 03/04/2013 Area 5 03/11/2013 Mow/Litter 03/18/2013 Area 6 03/25/2013 Mow
Aug-12 08/06/2012 Area 3 08/13/2012 Mow 08/20/2012 Area 4 08/27/2012 Mow/Litter	Dec-12 12/03/2012 Mow 12/10/2012 Area 6 12/17/2012 Mow/Litter 12/24/2012 Open 12/31/2012 Mow	Apr-13 04/01/2013 Open 04/08/2013 Mow/Litter 04/15/2013 Area 1 04/22/2013 Mow 04/29/2013 Area 2
Sep-12 09/03/2012 Area 5 09/10/2012 Mow 09/17/2012 Area 6 09/24/2012 Mow/Litter	Jan-13 01/07/2013 Area 1 01/14/2013 Mow/Litter 01/21/2013 Area 2 01/28/2013 Mow	May-13 05/06/2013 Mow/Litter 05/13/2013 Area 3 05/20/2013 Mow 05/27/2013 Area 4
Oct-12 10/01/2012 Area 1 10/08/2012 Mow 10/15/2012 Area 2 10/22/2012 Mow/Litter 10/29/2012 Area 3	Feb-13 02/04/2013 Area 3 02/11/2013 Mow/Litter 02/18/2013 Area 4 02/25/2013 Mow	Jun-13 06/03/2013 Mow/Litter 06/10/2013 Area 5 06/17/2013 Mow 06/24/2013 Area 6

Item No. B.3

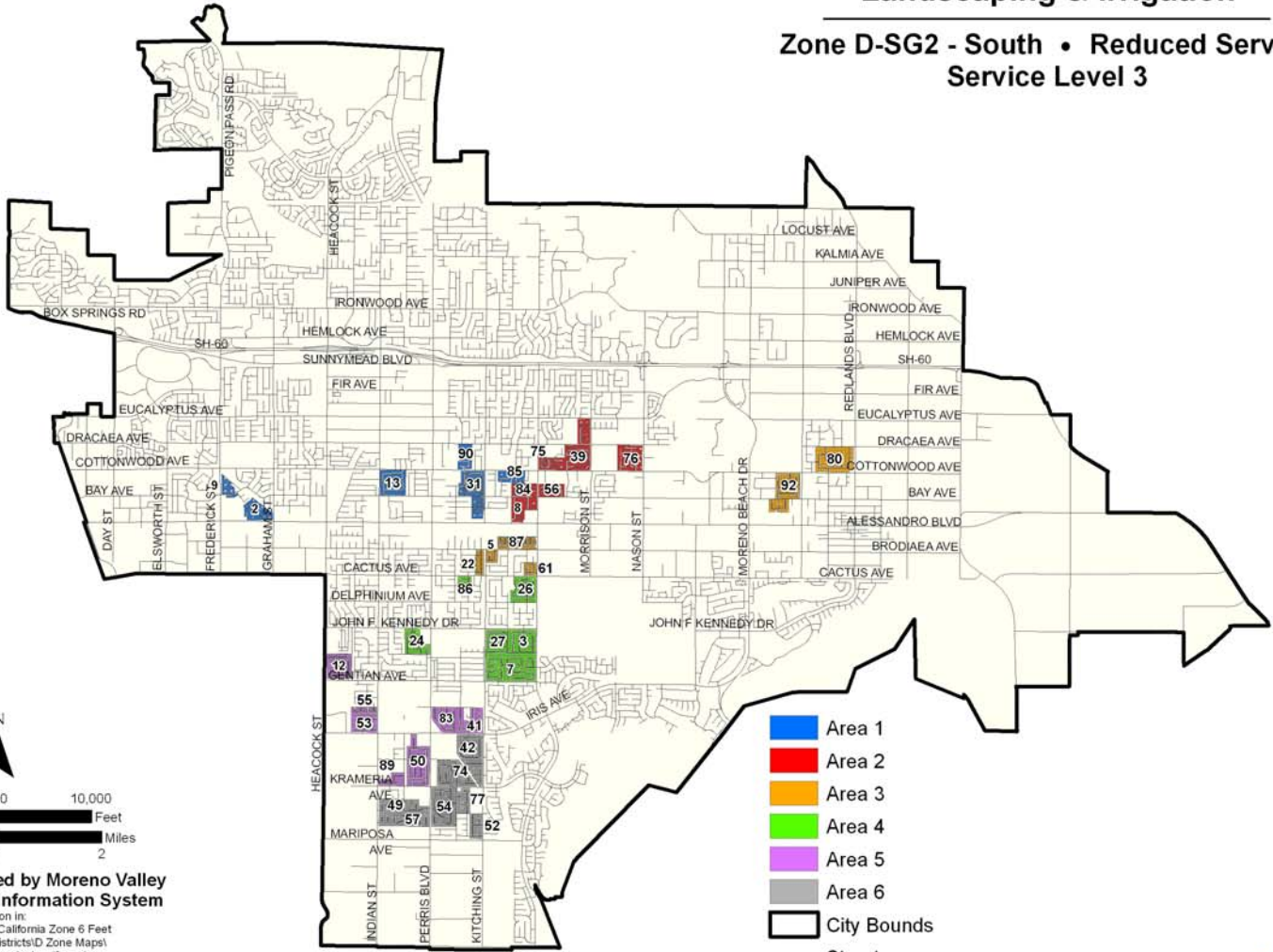
Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service Service Level 3



Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service Service Level 3



Map Produced by Moreno Valley
Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Special Districts\Zone Maps\
zone_d_sg2_south_servicelevel3.mxd
March 8, 2012

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



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Item No. B.3

VII: ZONE D – SERVICE SCHEDULE WORKSHEET

A. ZONE D – 12 WEEK ROTATION

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,049		
DSG2 South	9	19957	6,810		
DSG2 South	13	20032	14,076		
DSG2 South	31	19509	18,328		
DSG2 South	85	16770	5,830		
DSG2 South	90	32018	11,306		
DSG2 South	39	19852	28,800		
DSG2 South	75	27526	16,373		
DSG2 South	76	30027	45,833		
DSG2 South	8	19518/18372	12,634	Grass	
DSG2 South	84	13585	6,600		
DSG2 South	56	20941	9,600	Grass	
DSG2 South	80	31269-1	43,723		
DSG2 South	92	31284	28,321		
DSG2 South	5	17387	4,384		
DSG2 South	22	19143	4,864		
DSG2 South	61	21616	23,528		
DSG2 South	87	17867	13,778		
DSG2 South	3	12773	13,806		
DSG2 South	7	19685	62,530		
DSG2 South	24	19210	9,270		
DSG2 South	26	19363	13,320		
DSG2 South	27	19434	13,242		
DSG2 South	86	17457	3,444		
DSG2 South	41	19912	11,750	Grass	
DSG2 South	12	20552	19,458	Grass	
DSG2 South	50	20404	36,138		
DSG2 South	53	20718	23,004		
DSG2 South	55	20869	2,100		
DSG2 South	83	15433	24,161		
DSG2 South	89	22889	16,438		
DSG2 South	42	19937	20,890		
DSG2 South	49	20301	7,200	Grass	
DSG2 South	52	20660	11,912	Grass	
DSG2 South	54	20859	33,630	Grass	
DSG2 South	57	21113	12,200		
DSG2 South	74	20715	51,250	Grass	
DSG2 South	77	29038	6,243		

updated 11/9/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097		
DSG2 North	58	21332	19,440	Grass	
DSG2 North	71	21333	54,500		
DSG2 North	82	20272	51,216	Grass	
DSG2 North	79	19080	20,291		
DSG2 North	10	20030	11,200		
DSG2 North	36	19551	36,364		
DSG2 North	72	22093	8,873		
DSG2 North	16	18512/21322	59,940	Grass	
DSG2 North	86	31257	26,686		
DSG2 North	80	19032	9,132		
DSG2 North	1	11848	9,066		
DSG2 North	78	10191/18468	10,871		
DSG2 North	18	18930	38,849	Grass	
DSG2 North	40	19682	8,805	Grass	
DSG2 North	62	21737	3,920	Grass	
DSG2 North	11	20072	23,550		
DSG2 North	23	19208	17,680		
DSG2 North	32	19799	17,652		
DSG2 North	69	28882	20,983		
DSG2 North	91	18784/20906	30,432		
DSG2 North	3	16768	16,281		
DSG2 North	14	17033	9,990		
DSG2 North	30	19500	3,636		
DSG2 North	73	22371	17,844		
DSG2 North	51	20525	16,500		
DSG2 North	67	23046	16,000		
DSG2 North	17	24721	6,882		
DSG2 North	83	31591	16,445		
DSG2 North	64	22276	11,690	Grass	
DSG2 North	65	22277	20,485		
DSG2 North	90	17334	37,680		

DSG 2 South		
Jul-12	Nov-12	Mar-13
07/04/2012	11/07/2012	03/06/2013
07/11/2012	11/14/2012	03/13/2013
07/18/2012	11/21/2012	03/20/2013
07/25/2012	11/28/2012	03/27/2013
Aug-12	Dec-12	Apr-12
08/01/2012	12/05/2012	04/03/2013
08/08/2012	12/12/2012	04/10/2013
08/15/2012	12/19/2012	04/17/2013
08/22/2012	12/26/2012	04/24/2013
08/29/2012		
Sep-12	Jan-13	May-13
09/05/2012	01/02/2013	05/01/2013
09/12/2012	01/09/2013	05/08/2013
09/19/2012	01/16/2013	05/15/2013
09/26/2012	01/23/2013	05/22/2013
	01/30/2013	05/29/2013
Oct-12	Feb-13	Jun-13
10/03/2012	02/06/2013	06/05/2013
10/10/2012	02/13/2013	06/12/2013
10/17/2012	02/20/2013	06/19/2013
10/24/2012	02/27/2013	06/26/2013
10/31/2012		

DSG 2 North		
Jul-12	Nov-12	Mar-13
07/02/2012	11/05/2012	03/04/2013
07/09/2012	11/12/2012	03/11/2013
07/16/2012	11/19/2012	03/18/2013
07/23/2012	11/26/2012	03/25/2013
07/30/2012		
Aug-12	Dec-12	Apr-13
08/06/2012	12/03/2012	04/01/2013
08/13/2012	12/10/2012	04/08/2013
08/20/2012	12/17/2012	04/15/2013
08/27/2012	12/24/2012	04/22/2013
	12/31/2012	04/29/2013
Sep-12	Jan-13	May-13
09/03/2012	01/07/2013	05/06/2013
09/10/2012	01/14/2013	05/13/2013
09/17/2012	01/21/2013	05/20/2013
09/24/2012	01/28/2013	05/27/2013
Oct-12	Feb-13	Jun-13
10/01/2012	02/04/2013	06/03/2013
10/08/2012	02/11/2013	06/10/2013
10/15/2012	02/18/2013	06/17/2013
10/22/2012	02/25/2013	06/24/2013
10/29/2012		

VIII. PROPOSED ANNUAL MATERIAL SCHEDULE**A. Fertilizers:**

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Scotts 22-0-6	500 lbs	\$41.00
Best 22-5-5	100 lbs	\$48.00
Best 23-5-10	8,000 lbs	\$5,440.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Glyphosate	8 gallons	\$466.48
Fumatoxin	6 flasks	\$349.86
Metaldehyde 7.5%	100 lbs	\$276.97

IX. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING**A. Communications:**

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

All communications will be routed through our main office and dispatch center in Irwindale. A 24-hour "800" number will be provided to the City of Moreno Valley and will use all of the current communication methods such as two-way radios, and cellular phones.

The Supervisor responsible for the crew and foreman performing the work is in daily communication with the foreman personally or by cellular phone, or radio communications to insure that the schedule of work operations is followed in strict accordance to the guidelines of the contract. Furthermore, the Supervisor routinely inspects the job site by walking it with his foreman or crew, identifying areas of concern and keeping the Branch Manager in charge of landscape maintenance operations informed as to the condition of the sites in question. All work not in compliance in the opinion of the Supervisor will be addressed immediately through specific instructions to the foreman and crew to perform the corrective work.

Our office is open for communications from 5:30am to 4:30pm, Monday-Friday and we are available 24 hours a day through the answering service to address emergency call outs. We have a full support staff of mechanics that can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

We pride ourselves in safety. Our company's goal is to have no work-related injuries. Mariposa strongly believes that a clean, safe and healthy environment should be provided for all employees. Every reasonable precaution is taken to provide all employees with a safe place to work including on job locations.

Mariposa periodically conduct training for various safety topics and issues, from defensive driving to driving in wet/icy weather.

Our company follow the WATCH manual when it comes to conducting traffic control on projects in traffic areas. Mariposa also conducts periodic training on the WATCH manual.

Mariposa owns and utilize arrowboards, delinators, cones, signs and any other necessary traffic control equipment (as necessary).

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number (s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc. uses effort to initiate "green" environment and energy conservation. Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all the job sites.

Mariposa will provide City of Moreno Valley any documentation necessary to meet the mandate such as receipts and any other documentation.

For this project site, one potential location to take the greenwaste is:

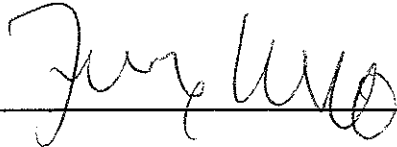
Robert A. Nelson Transfer Station
1830 Agua Mansa Road
Riverside, CA 92509
(951) 786-0655

XI. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

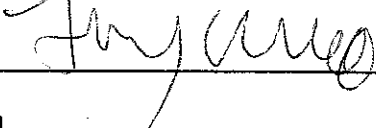
SIGNATURE 
PRINTED NAME Terry Noriega
TITLE President
COMPANY NAME Mariposa Landscapes, Inc.
DATE 3/28/12

XII. PROPOSAL AFFIRMATION

With regard to the information provided herein above (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and Mariposa Landscapes, Inc., and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Mariposa Landscapes, Inc. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE 

NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE 3/28/12

Proposal Surety Bond (cont.)

PRINCIPAL

CORPORATE SURETY

Name: Mariposa Landscapes, Inc.

Name: Safeco Insurance Company of America

Address: 15529 Arrow Hiighway

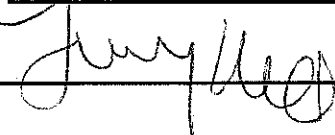
Address: 790 The City Drive South, Suite 200


Irwindale, CA 91706

Orange, CA 92868

Tel. No.: 626-960-0196

Tel. No.: 714-634-5716

By: 

By: 
Jeffrey R. Gryde, Attorney-in-Fact

SIGNING INSTRUCTIONS

- 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 attached Notary Certificates for the Attorney-in-Fact and the Principal.
- The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

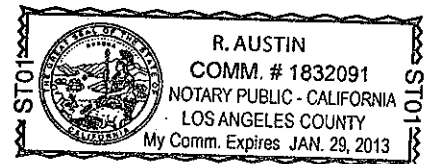
Jurat

State of California
County of Los Angeles

On, March 28, 2012, before me, Terry Noriega President – Mariposa Landscapes, Inc., Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

(Seal)



Signature 
R. Austin – Notary Public # 1832091



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 9392

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****JEFFREY R. GRYDE; Laguna Niguel, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg (handwritten signature)

Timothy A. Mikolajewski (handwritten signature)

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 26th day of March, 2012



Dexter R. Legg (handwritten signature)

Dexter R. Legg, Secretary

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange

On March 26, 2012 before me, **Patti Zeis, Notary Public**, personally appeared **Jeffrey R. Gryde** Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT	

(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	
<input type="checkbox"/> Individual (s)	
<input type="checkbox"/> Corporate Officer	

(Title)	
<input type="checkbox"/> Partner(s)	
<input checked="" type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Other _____	

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be 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

I. SCHEDULE II**BID SCHEDULE**PROPOSER: Mariposa Landscapes, Inc.

(Company Name)

A. SERVICE SCHEDULES – Zone D Tracts Level 3 – Current Service

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	\$ 187.00	\$ 2,244.00
Tract 21332	Planter: 19,440 sq. ft.	\$ 172.00	\$ 2,064.00
Tract 21333	Planter: 54,500 sq. ft.	\$ 481.00	\$ 5,772.00
Tract 20272	Planter: 51,216 sq. ft.	\$ 452.00	\$ 5,424.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft.	\$ 179.00	\$ 2,148.00
Tract 20030	Planter: 11,200 sq. ft.	\$ 99.00	\$ 1,188.00
Tract 19551	Planter: 36,364 sq. ft.	\$ 321.00	\$ 3,852.00
Tract 22093	Planter: 8,873 sq. ft.	\$ 78.00	\$ 936.00
Tract 18512/21322	Planter: 59,940 sq. ft.	\$ 529.00	\$ 6,348.00
Tract 31257	Planter: 26,686 sq. ft.	\$ 501.00	\$ 6,012.00
Tract 19032	Planter: 9,132 sq. ft.	\$ 81.00	\$ 972.00
Tract 11848	Planter: 9,066 sq. ft.	\$ 80.00	\$ 960.00
Tract 10191/18468	Planter: 10,871 sq. ft.	\$ 96.00	\$ 1,152.00
Tract 18930	Planter: 38,849 sq. ft.	\$ 343.00	\$ 4,116.00
Tract 19862	Planter: 8,805 sq. ft.	\$ 78.00	\$ 936.00
Tract 21737	Planter: 1,280 sq. ft.	\$ 15.00	\$ 180.00
	Turf: 2,640 sq. ft.	\$ 119.00	\$ 1,428.00
Tract 20072	Planter: 23,550 sq. ft.	\$ 208.00	\$ 2,496.00
Tract 19208	Planter: 17,680 sq. ft.	\$ 156.00	\$ 1,872.00
Tract 19799	Planter: 17,652 sq. ft.	\$ 155.00	\$ 1,860.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 28882	Planter: 20,983 sq. ft	\$ 185.00	\$ 2,220.00
Tract 18784/20906	Planter: 30,432 sq. ft	\$ 269.00	\$ 3,228.00
Tract 16768	Planter: 16,281 sq. ft.	\$ 144.00	\$ 1,728.00
Tract 17033	Planter: 9,990 sq. ft.	\$ 88.00	\$ 1,056.00
Tract 19500	Planter: 3,636 sq. ft	\$ 32.00	\$ 384.00
Tract 22371	Planter: 17,844 sq. ft	\$ 158.00	\$ 1,896.00
Tract 20525	Planter: 16,500 sq. ft	\$ 146.00	\$ 1,752.00
Tract 23046	Planter: 16,000 sq. ft	\$ 141.00	\$ 1,692.00
Tract 24721	Planter: 6,882 sq. ft.	\$ 61.00	\$ 732.00
Tract 31591	Planter: 16,445 sq. ft	\$ 145.00	\$ 1,740.00
Tract 22276	Planter: 11,690 sq. ft	\$ 103.00	\$ 1,236.00
Tract 22277	Planter: 20,485 sq. ft	\$ 181.00	\$ 2,172.00
Tract 17334	Planter: 37,680 sq. ft	\$ 333.00	\$ 3,996.00
Tract 15387	Planter: 9,049 sq. ft.	\$ 80.00	\$ 960.00
Tract 19957	Planter: 6,810 sq. ft.	\$60.00	\$720.00
Tract 20032	Planter: 14,076 sq. ft.	\$ 124.00	\$ 1,488.00
Tract 19509	Planter: 18,328 sq. ft.	\$ 162.00	\$ 1,944.00
Tract 16770	Planter: 5,830 sq. ft.	\$ 51.00	\$ 612.00
Tract 32018	Planter: 7,865 sq. ft.	\$69.00	\$ 828.00
Tract 19852	Planter: 28,800 sq. ft.	\$ 253.00	\$ 3,036.00
Tract 27526	Planter: 16,373 sq. ft.	\$ 145.00	\$ 1,740.00
Tract 30027	Planter: 45,833 sq. ft.	\$ 405.00	\$ 4,860.00
Tract 19518/18372	Planter: 12,634 sq. ft.	\$ 112.00	\$ 1,344.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 13585	Planter: 2,000 sq. ft.	\$ 21.00	\$ 252.00
	Turf: 4,600 sq. ft.	188.00	2,256.00
Tract 20941	Planter: 7,455 sq. ft.	\$ 66.00	\$ 792.00
	Turf: 2,145 sq. ft.	\$ 94.00	\$ 1,128.00
Tract 31269-1	Planter: 43,723 sq. ft.	\$ 386.00	\$ 4,632.00
Tract 31284	Planter: 28,321 sq. ft.	\$ 250.00	\$ 3,000.00
Tract 17387	Planter: 4,384 sq. ft.	\$ 39.00	\$ 468.00
Tract 19143	Planter: 4,864 sq. ft.	\$ 43.00	\$ 516.00
Tract 21616	Planter: 19,858 sq. ft.	\$ 176.00	\$ 2,112.00
	Turf: 3,670 sq. ft.	159.00	1,908.00
Tract 17867	Planter: 13,778 sq. ft.	\$ 122.00	\$ 1,464.00
Tract 12773	Planter: 13,806 sq. ft.	\$ 123.00	\$ 1,476.00
Tract 19685	Planter: 62,530 sq. ft.	\$ 552.00	\$ 6,624.00
Tract 19210	Planter: 9,270 sq. ft.	\$ 82.00	\$ 984.00
Tract 19363	Planter: 13,320 sq. ft.	\$ 118.00	\$ 1,416.00
Tract 19434	Planter: 13,242 sq. ft.	\$ 116.00	\$ 1,392.00
Tract 17457	Planter: 3,444 sq. ft.	\$ 33.00	\$ 396.00
Tract 19912	Planter: 11,750 sq. ft.	\$ 104.00	\$ 1,248.00
Tract 20552	Planter: 19,458 sq. ft.	\$ 172.00	\$ 2,064.00
Tract 20404	Planter: 36,138 sq. ft.	\$ 319.00	\$ 3,828.00
Tract 20718	Planter: 23,004 sq. ft.	\$ 204.00	\$ 2,448.00
Tract 20869	Planter: 2,100 sq. ft.	\$ 25.00	\$ 300.00
Tract 15433	Planter: 24,161 sq. ft.	\$ 214.00	\$ 2,568.00
Tract 22889	Planter: 16,438 sq. ft.	\$ 146.00	\$ 1,752.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19937	Planter: 20,890 sq. ft.	\$ 185.00	\$ 2,220.00
Tract 20301	Planter: 3,800 sq. ft.	\$ 38.00	\$ 456.00
	Turf: 3,400 sq. ft.	146.00	1,752.00
Tract 20660	Planter: 11,912 sq. ft.	\$ 106.00	\$ 1,272.00
Tract 20859	Planter: 33,630 sq. ft.	\$ 297.00	\$ 3,564.00
Tract 21113	Planter: 10,500 sq. ft.	\$ 93.00	\$ 1,116.00
	Turf: 1,700 sq. ft.	80.00	960.00
Tract 20715	Planter: 51,250 sq. ft.	\$ 453.00	\$ 5,436.00
Tract 29038	Planter: 6,243 sq. ft.	\$ 55.00	\$ 660.00
Zone D Tracts Service Schedule Level 3 Total		\$ 12,982.00	\$ 155,784.00
Cost per sq. ft., per occurrence Level 3 Zone D- Tracts			\$ 0.0093

The Total Amount of the Service Proposal shall be the cumulative total of Section A's cost per twelve month column, as listed above, which is based on the current service levels for the areas as identified herein Section A of Schedule II:

Figures: 155,784 and 00 /100's Dollars

Words: One hundred fifty-five thousand seven hundred eighty four and 00 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Specification Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median-monument-parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1 has/have been received and is/are made a part of this proposal.

[Signature] President 3/28/12
 (AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS*

*Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 60. At the discretion of the Community Services District, an optional level of service other than the current service level may be requested. **PLEASE INCLUDE COSTS TO PROVIDE MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED IN SCHEDULE II, SECTION A, PAGES 77 - 80.**

- **Service Schedule Level 1 – Zone D Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	\$ 226.00	\$ 2,712.00
Tract 21332	Planter: 19,440 sq. ft.	\$ 209.00	\$ 2,508.00
Tract 21333	Planter: 54,500 sq. ft.	\$ 585.00	\$ 7,020.00
Tract 20272	Planter: 51,216 sq. ft.	\$ 549.00	\$ 6,588.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft.	\$ 218.00	\$ 2,616.00
Tract 20030	Planter: 11,200 sq. ft.	\$ 120.00	\$ 1,440.00
Tract 19551	Planter: 36,364 sq. ft.	\$ 390.00	\$ 4,680.00
Tract 22093	Planter: 8,873 sq. ft.	\$ 96.00	\$ 1,152.00
Tract 18512/21322	Planter: 59,940 sq. ft.	\$ 643.00	\$ 7,716.00
Tract 31257	Planter: 26,686 sq. ft.	\$ 608.00	\$ 7,296.00
Tract 19032	Planter: 9,132 sq. ft.	\$ 98.00	\$ 1,176.00
Tract 11848	Planter: 9,066 sq. ft.	\$ 97.00	\$ 1,164.00
Tract 10191/18468	Planter: 10,871 sq. ft.	\$ 117.00	\$ 1,404.00
Tract 18930	Planter: 38,849 sq. ft.	\$ 417.00	\$ 5,004.00
Tract 19862	Planter: 8,805 sq. ft.	\$ 95.00	\$ 1,140.00
Tract 21737	Planter: 1,280 sq. ft.	\$ 14.00	\$ 168.00
	Turf: 2,640 sq. ft.	\$ 137.00	\$ 1,644.00
Tract 20072	Planter: 23,550 sq. ft.	\$ 253.00	\$ 3,036.00
Tract 19208	Planter: 17,680 sq. ft.	\$ 190.00	\$ 2,280.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19799	Planter: 17,652 sq. ft	\$ 189.00	\$ 2,268.00
Tract 28882	Planter: 20,983 sq. ft	\$ 255.00	\$ 3,060.00
Tract 18784/20906	Planter: 30,432 sq. ft	\$ 326.00	\$ 3,912.00
Tract 16768	Planter: 16,281 sq. ft.	\$ 175.00	\$ 2,100.00
Tract 17033	Planter: 9,990 sq. ft.	\$ 107.00	\$ 1,284.00
Tract 19500	Planter: 3,636 sq. ft	\$ 39.00	\$ 468.00
Tract 22371	Planter: 17,844 sq. ft	\$ 191.00	\$ 2,292.00
Tract 20525	Planter: 16,500 sq. ft	\$ 177.00	\$ 2,124.00
Tract 23046	Planter: 16,000 sq. ft	\$ 172.00	\$ 2,064.00
Tract 24721	Planter: 6,882 sq. ft.	\$ 74.00	\$ 888.00
Tract 31591	Planter: 16,445 sq. ft	\$ 176.00	\$ 2,112.00
Tract 22276	Planter: 11,690 sq. ft	\$ 126.00	\$ 1,512.00
Tract 22277	Planter: 20,485 sq. ft	\$ 220.00	\$ 2,640.00
Tract 17334	Planter: 37,680 sq. ft	\$ 404.00	\$ 4,848.00
Tract 15387	Planter: 9,049 sq. ft.	\$ 98.00	\$ 1,176.00
Tract 19957	Planter: 6,810 sq. ft.	\$74.00	\$888.00
Tract 20032	Planter: 14,076 sq. ft.	\$ 151.00	\$ 1,812.00
Tract 19509	Planter: 18,328 sq. ft.	\$197.00	\$2,364.00
Tract 16770	Planter: 5,830 sq. ft.	\$ 63.00	\$ 756.00
Tract 32018	Planter: 7,865 sq. ft.	\$85.00	\$ 1,020.00
Tract 19852	Planter: 28,800 sq. ft.	\$ 309.00	\$ 3,708.00
Tract 27526	Planter: 16,373 sq. ft.	\$176.00	\$2,112.00
Tract 30027	Planter: 45,833 sq. ft.	\$ 492.00	\$ 5,904.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19518/18372	Planter: 12,634 sq. ft.	\$ 136.00	\$ 1,632.00
Tract 13585	Planter: 2,000 sq. ft.	\$ 22.00	\$ 264.00
	Turf: 4,600 sq. ft.	224.00	2,688.00
Tract 20941	Planter: 7,455 sq. ft.	\$ 90.00	\$ 1,080.00
	Turf: 2,145 sq. ft.	\$ 114.00	\$ 1,368.00
Tract 31269-1	Planter: 43,723 sq. ft.	\$ 469.00	\$ 5,628.00
Tract 31284	Planter: 28,321 sq. ft.	\$ 304.00	\$ 3,648.00
Tract 17387	Planter: 4,384 sq. ft.	\$ 48.00	\$ 576.00
Tract 19143	Planter: 4,864 sq. ft.	\$ 53.00	\$ 636.00
Tract 21616	Planter: 19,858 sq. ft.	\$ 216.00	\$ 2,592.00
	Turf: 3,670 sq. ft.	183.00	2,196.00
Tract 17867	Planter: 13,778 sq. ft.	\$ 148.00	\$ 1,776.00
Tract 12773	Planter: 13,806 sq. ft.	\$ 149.00	\$ 1,788.00
Tract 19685	Planter: 62,530 sq. ft.	\$ 671.00	\$ 8,052.00
Tract 19210	Planter: 9,270 sq. ft.	\$ 100.00	\$ 1,200.00
Tract 19363	Planter: 13,320 sq. ft.	\$ 144.00	\$ 1,728.00
Tract 19434	Planter: 13,242 sq. ft.	\$ 143.00	\$ 1,716.00
Tract 17457	Planter: 3,444 sq. ft.	\$ 37.00	\$ 444.00
Tract 19912	Planter: 11,750 sq. ft.	\$ 127.00	\$ 1,524.00
Tract 20552	Planter: 19,458 sq. ft.	\$ 209.00	\$ 2,508.00
Tract 20404	Planter: 36,138 sq. ft.	\$ 388.00	\$ 4,656.00
Tract 20718	Planter: 23,004 sq. ft.	\$ 247.00	\$ 2,964.00
Tract 20869	Planter: 2,100 sq. ft.	\$ 23.00	\$ 276.00
Tract 15433	Planter: 24,161 sq. ft.	\$ 260.00	\$ 3,120.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 22889	Planter: 16,438 sq. ft.	\$ 177.00	\$ 2,124.00
Tract 19937	Planter: 20,890 sq. ft.	\$ 225.00	\$ 2,700.00
Tract 20301	Planter: 3,800 sq. ft.	\$ 41.00	\$ 492.00
	Turf: 3,400 sq. ft.	171.00	2,052.00
Tract 20660	Planter: 11,912 sq. ft.	\$ 128.00	\$ 1,536.00
Tract 20859	Planter: 33,630 sq. ft.	\$ 361.00	\$ 4,332.00
Tract 21113	Planter: 10,500 sq. ft.	\$ 113.00	\$ 1,356.00
	Turf: 1,700 sq. ft.	93.00	1,116.00
Tract 20715	Planter: 51,250 sq. ft.	\$ 550.00	\$ 6,600.00
Tract 29038	Planter: 6,243 sq. ft.	\$ 67.00	\$ 804.00
Zone D Tracts Service Schedule Level 1 Total		\$ 15,769.00	\$ 189,228.00
Cost per sq. ft., per occurrence Level 1 Zone D- Southern Tracts			\$ 0.11

• **Service Schedule Level 2 – Zone D Tracts Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	\$ 199.00	\$ 2,388.00
Tract 21332	Planter: 19,440 sq. ft.	\$ 183.00	\$ 2,196.00
Tract 21333	Planter: 54,500 sq. ft.	\$ 513.00	\$ 6,156.00
Tract 20272	Planter: 51,216 sq. ft.	\$ 483.00	\$ 5,796.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft.	\$ 191.00	\$ 2,292.00
Tract 20030	Planter: 11,200 sq. ft.	\$ 106.00	\$ 1,272.00
Tract 19551	Planter: 36,364 sq. ft.	\$ 343.00	\$ 4,116.00
Tract 22093	Planter: 8,873 sq. ft.	\$ 84.00	\$ 1,008.00
Tract 18512/21322	Planter: 59,940 sq. ft.	\$ 565.00	\$ 6,780.00
Tract 31257	Planter: 26,686 sq. ft.	\$ 534.00	\$ 6,408.00
Tract 19032	Planter: 9,132 sq. ft.	\$ 86.00	\$ 1,032.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 11848	Planter: 9,066 sq. ft.	\$ 84.00	\$ 1,008.00
Tract 10191/18468	Planter: 10,871 sq. ft.	\$ 102.00	\$ 1,224.00
Tract 18930	Planter: 38,849 sq. ft.	\$ 366.00	\$ 4,392.00
Tract 19862	Planter: 8,805 sq. ft.	\$ 83.00	\$ 996.00
Tract 21737	Planter: 1,280 sq. ft.	\$ 18.00	\$ 216.00
	Turf: 2,640 sq. ft.	\$ 125.00	\$ 1,500.00
Tract 20072	Planter: 23,550 sq. ft.	\$ 222.00	\$ 2,664.00
Tract 19208	Planter: 17,680 sq. ft.	\$ 167.00	\$ 2,004.00
Tract 19799	Planter: 17,652 sq. ft.	\$ 166.00	\$ 1,992.00
Tract 28882	Planter: 20,983 sq. ft.	\$ 198.00	\$ 2,376.00
Tract 18784/20906	Planter: 30,432 sq. ft.	\$ 287.00	\$ 3,444.00
Tract 16768	Planter: 16,281 sq. ft.	\$ 153.00	\$ 1,836.00
Tract 17033	Planter: 9,990 sq. ft.	\$ 94.00	\$ 1,128.00
Tract 19500	Planter: 3,636 sq. ft.	\$ 36.00	\$ 432.00
Tract 22371	Planter: 17,844 sq. ft.	\$ 168.00	\$ 2,016.00
Tract 20525	Planter: 16,500 sq. ft.	\$ 155.00	\$ 1,860.00
Tract 23046	Planter: 16,000 sq. ft.	\$ 151.00	\$ 1,812.00
Tract 24721	Planter: 6,882 sq. ft.	\$ 65.00	\$ 780.00
Tract 31591	Planter: 16,445 sq. ft.	\$ 155.00	\$ 1,860.00
Tract 22276	Planter: 11,690 sq. ft.	\$ 110.00	\$ 1,320.00
Tract 22277	Planter: 20,485 sq. ft.	\$ 193.00	\$ 2,316.00
Tract 17334	Planter: 37,680 sq. ft.	\$ 355.00	\$ 4,260.00
Tract 15387	Planter: 9,049 sq. ft.	\$ 85.00	\$ 1,020.00
Tract 19957	Planter: 6,810 sq. ft.	\$ 64.00	\$ 768.00

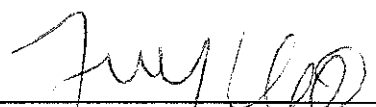
SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 20032	Planter: 14,076 sq. ft.	\$ 133.00	\$ 1,596.00
Tract 19509	Planter: 18,328 sq. ft.	\$ 173.00	\$ 2,076.00
Tract 16770	Planter: 5,830 sq. ft.	\$ 55.00	\$ 660.00
Tract 32018	Planter: 7,865 sq. ft.	\$ 74.00	\$ 888.00
Tract 19852	Planter: 28,800 sq. ft.	\$ 271.00	\$ 3,252.00
Tract 27526	Planter: 16,373 sq. ft.	\$ 154.00	\$ 1,848.00
Tract 30027	Planter: 45,833 sq. ft.	\$ 432.00	\$ 5,184.00
Tract 19518/18372	Planter: 12,634 sq. ft.	\$ 119.00	\$ 1,428.00
Tract 13585	Planter: 2,000 sq. ft.	\$ 25.00	\$ 300.00
	Turf: 4,600 sq. ft.	203.00	2,436.00
Tract 20941	Planter: 7,455 sq. ft.	\$ 71.00	\$ 852.00
	Turf: 2,145 sq. ft.	\$ 105.00	\$ 1,260.00
Tract 31269-1	Planter: 43,723 sq. ft.	\$ 412.00	\$ 4,944.00
Tract 31284	Planter: 28,321 sq. ft.	\$ 267.00	\$ 3,204.00
Tract 17387	Planter: 4,384 sq. ft.	\$ 41.00	\$ 492.00
Tract 19143	Planter: 4,864 sq. ft.	\$ 46.00	\$ 552.00
Tract 21616	Planter: 19,858 sq. ft.	\$ 187.00	\$ 2,244.00
	Turf: 3,670 sq. ft.	164.00	1,968.00
Tract 17867	Planter: 13,778 sq. ft.	\$ 130.00	\$ 1,560.00
Tract 12773	Planter: 13,806 sq. ft.	\$ 131.00	\$ 1,572.00
Tract 19685	Planter: 62,530 sq. ft.	\$ 589.00	\$ 7,068.00
Tract 19210	Planter: 9,270 sq. ft.	\$ 87.00	\$ 1,044.00
Tract 19363	Planter: 13,320 sq. ft.	\$ 126.00	\$ 1,512.00
Tract 19434	Planter: 13,242 sq. ft.	\$ 125.00	\$ 1,500.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17457	Planter: 3,444 sq. ft.	\$ 35.00	\$ 420.00
Tract 19912	Planter: 11,750 sq. ft.	\$ 111.00	\$ 1,332.00
Tract 20552	Planter: 19,458 sq. ft.	\$ 103.00	\$ 2,196.00
Tract 20404	Planter: 36,138 sq. ft.	\$ 340.00	\$ 4,080.00
Tract 20718	Planter: 23,004 sq. ft.	\$ 217.00	\$ 2,604.00
Tract 20869	Planter: 2,100 sq. ft.	\$ 28.00	\$ 336.00
Tract 15433	Planter: 24,161 sq. ft.	\$ 228.00	\$ 2,736.00
Tract 22889	Planter: 16,438 sq. ft.	\$ 155.00	\$ 1,860.00
Tract 19937	Planter: 20,890 sq. ft.	\$ 147.00	\$ 2,364.00
Tract 20301	Planter: 3,800 sq. ft.	\$ 39.00	\$ 468.00
	Turf: 3,400 sq. ft.	152.00	1,824.00
Tract 20660	Planter: 11,912 sq. ft.	\$ 112.00	\$ 1,344.00
Tract 20859	Planter: 33,630 sq. ft.	\$ 317.00	\$ 3,804.00
Tract 21113	Planter: 10,500 sq. ft.	\$ 99.00	\$ 1,188.00
	Turf: 1,700 sq. ft.	83.00	996.00
Tract 20715	Planter: 51,250 sq. ft.	\$ 483.00	\$ 5,796.00
Tract 29038	Planter: 6,243 sq. ft.	\$ 59.00	\$ 708.00
Zone D Southern Tracts Service Schedule Level 2 Total		\$ 13,847.00	\$ 166,164.00
Cost per sq. ft., per occurrence Level 2 Zone D- Tracts			\$ 0.0099

PROPOSER: Mariposa Landscapes, Inc.

(Company

Name)


 (AUTHORIZED SIGNATURE AND TITLE)

President

3/28/12
 (DATE)

D. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, include, but are not limited to: Exhibits A and C.

1. UNIT PRICES (Includes all labor and materials)

- a. 1 gal. shrub/vine/ground cover in place @ \$ 7.00 ea
- b. 5 gal. shrub/vine/ground cover in place @ \$ 18.00 ea
- c. 5 gal. tree in place (stakes included) @ \$ 30.00 ea
- d. 15 gal. tree in place (stakes included) @ \$ 75.00 ea
- e. 24" box tree in place (stakes included) @ \$ 250.00 ea
- f. 36" box tree in place (stakes included) @ \$ 750.00 ea
- g. Flat of ground cover in place @ \$ 25.00 ea
- h. Fertilizer application @ \$ 0.02 /sq. ft.
- i. Planter bed mulch in place @ \$ 40.00 /cu. yd.
- j. Additional labor @ \$ 30.00 /man hour
- k. Additional irrigation technician @ \$ 45.00 /man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additional Landscape Areas per Exhibit C, Section 2 shall be as follows:

- a. Per Schedule II, Section A cost per sq. ft., per occurrence.
Or
- b. Per Schedule II, Section B as follows:
 - 1. Per Schedule II, Section B, Service Schedule, Level 1, Optional Service cost per sq. ft., per occurrence.
 - 2. Per Schedule II, Section C, Service Schedule, Level 2, Optional Service cost per sq. ft., per occurrence.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Mariposa Landscapes, Inc.

(Company Name)

President

3/28/12

(AUTHORIZED SIGNATURE AND TITLE)

(DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

One hundred fifty-five thousand seven hundred eighty four and 0/100 Dollars
(Dollar Amount in Words)

\$ 155,784.00
(Dollar Amount in Figures)

Date: 3/28/12

Proposer: Mariposa Landscapes, Inc.
(Company Name)

By: [Signature]
(Signature)
Title: President

State License Number and Classification: 592268 C-27,A,C61/D49

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT _____
(Corporate Seal)
SECRET

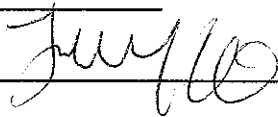
ARY [Signature]

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for 10%, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the times specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 3/28/12

Signature of Proposer 

By Terry Noriega

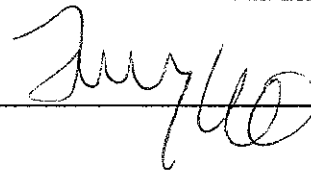
Address of Proposer 15529 Arrow Highway
Irwindale, CA 91706

Telephone Number of Proposer (626) 960-0196

Names and Addresses of Members of the Company:

Terry Noriega, 15529 Arrow Highway, Irwindale, CA 91706.

(If a Corporation)

Signature of Proposer 

By Terry Noriega

Title President

Business Address 15529 Arrow Highway
Irwindale, CA 91706

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of

California

State License Number and Classification

592268 C-27,A, C61/D49

PRESIDENT

Jung Lee

SECRETARY

Anti Oak

TREASURER

Wen Fu

(Corporate Seal)

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Mariposa Landscapes, Inc.
_____, as
principals, and Safeco Insurance Company of America, a duly
authorized corporate surety: Business Address Safeco Insurance Company of America
790 The City Drive South, Suite 200, Orange, CA 92868,

Phone 714-634-5716, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of the Total Amount Bid Dollars, (\$ 10%), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. DSG-2/12-13 - ZONE D MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of Ten Percent of the Total Amount Bid Dollars,

(\$ 10%), as liquidated damages for such failure and neglect.

WITNESS our hands this 26th day of March, 2012.

(SIGNATURE PAGE FOLLOWS)

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Terry Noriega, affiant
being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Mariposa Landscapes, Inc. the party making the
(Contractor)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with any one to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Mariposa Landscapes, Inc.

Bidder's Address:
15529 Arrow Highway, Irwindale, CA 91706

Telephone No.: (626) 960-0196

(Signature of Bidder)

President (Title)

ALL SIGNATURES MUST BE NOTARIZED

Jurat

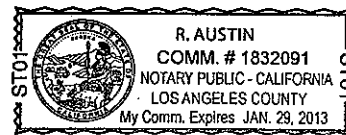
State of California
County of Los Angeles

On, March 28, 2012, before me, Terry Noriega President - Mariposa Landscapes, Inc., Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Signature R. Austin
R. Austin - Notary Public # 1832091

(Seal)



APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1

ISSUE DATE: February 22, 2008

EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight-Time Hours	Total Hourly Rate	Overtime 1 1/2X
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training			
Imperial	\$8.00	-	-	^a 0.115	0.17	-	8	^b 8.285	^b 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	^c 0.16	0.17	-	8	^b 8.33	^b 12.33
	10.00	-	-	^d 0.27	0.46	-	8	^b 10.73	^b 15.73
Los Angeles	8.00	0.89	-	^e 0.115	0.14	-	8	^b 9.145	^b 13.145
Orange	8.00	-	-	^f 0.11	0.11	-	8	^b 8.22	^b 12.22
Riverside	8.00	-	-	^g 0.20	0.16	-	8	^b 8.36	^b 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	^k 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	^l 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	^h 0.12	0.12	-	8	^b 8.24	^b 12.24
	8.00	-	-	ⁱ 0.13	0.13	-	8	^b 8.26	^b 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	^j 0.19	0.26	-	8	^b 11.42	^b 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

^a \$0.22 after 3 years of service.^f \$0.22 after 4 years of service.^b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.^g \$0.40 after 3 years of service.^h \$0.23 after 2 years of service.^c \$0.31 after 2 years of service.ⁱ \$0.27 after 2 years of service.^j \$0.38 after 3 years of service.^d \$0.54 after 2 years of service; \$0.81 after 3 years of service.^k \$0.29 after 2 years of service.^e \$0.24 after 3 years of service; \$0.37 after 7 years of service.^l \$0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
 MORENO VALLEY COMMUNITY SERVICES DISTRICT

PROJECT NO. _____

MONTH OF _____, 20____

<p>MAINTENANCE</p> <ul style="list-style-type: none"> • DATE(S) • AREA • <u>SERVICE TYPE:</u> MOW/EDGE TRIM/PRUNE- <p>WEED LITTER- IRRIGATION ETC.</p>	<p>FERTILIZER</p> <ul style="list-style-type: none"> • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP 	<p>PESTICIDES</p> <ul style="list-style-type: none"> • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST 	<p>COMPLAINTS</p> <ul style="list-style-type: none"> • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION 	<p>HAZARDS</p> <ul style="list-style-type: none"> • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR MONTH OF _____, 20____

CONTROLLER NO. _____ STATION NO. _____ PROJECT NO. _____

	<u>DATE(S) CHECKED</u>	<u>PROBLEM(S) IDENTIFIED</u>	<u>CORRECTIVE ACTIONS</u> <ul style="list-style-type: none"> • DATE CORRECTED • CORRECTIVE ACTION DETAILS 	<u>HAZARDS</u> <ul style="list-style-type: none"> • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

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Item No. B.3

APPENDIX C: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH: _____ YEAR: _____

1. Source of greenwaste (Project No./Location): _____

2. Amount of greenwaste generated from above source (by weight):
_____ LBS. -or- TONS.
3. Name, address, and phone number of recycle accepting greenwaste:
 - Company Name: _____
 - Address: _____

 - Phone Number: (____) _____
4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):
_____ LBS. -or- TONS.
5. Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):

6. Number of times turf mowed this month: _____
7. Number of times turf mowed without clippings caught: _____

CONTRACTOR: _____

ADDRESS: _____

PHONE: (____) _____



March 22, 2012

ADDENDUM NO. 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D (PARKWAY & MEDIAN LANDSCAPE MAINTENANCE)
RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13**

**MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING & IRRIGATION**

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 1 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 1, this addendum shall govern.

Attachment 4

CONTRACT DOCUMENT CHANGES

- EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS, IV: PROPOSED PROJECT WORK SCHEDULES, First paragraph, page 57. Change reference of Pages 69-70 to Pages 58-59 contain blank Monthly and Annual Schedule Sheets.
- EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS, V: FREQUENCY OF SERVICE TABLE, page 60. **Added 19 C. 1. (a) Ground covers, shrubs, & trees – Pesticide usage criteria for Service schedule levels 1, 2 and 3**, which refer to Exhibit A, Section 19, C., 1 (a) on page 38.
- EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS, VII: ZONE D – SERVICE SCHEDULE WORKSHEET, A. ZONE D – 12 WEEK ROTATION, page 70. This page is being sent as a separate Excel sheet for a proposed mark-up of the scheduling anticipated by your company within the term of the 12 week rotation.

IV: PROPOSED PROJECT WORK SCHEDULES

Pages ~~58-59~~ 69-70 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedule for performing the services as describe in Exhibit A. For those services listed under the Technical Specification Provisions found in Exhibit A, Section 17, and Sections 18 A (Turf Fertilization) and 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for ZONE D. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the ZONE D areas in the box corresponding to the day of the week/month the work is proposed to be performed.
2. Be sure to include administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

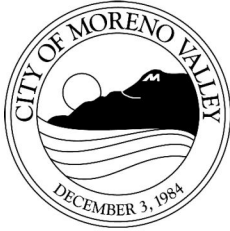
B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the ZONE D areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.
2. Be sure to include any administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

I: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Ground covers, shrubs & trees - Pesticide usage criteria	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*

* specification of month to be approved by Director in advance of application



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

Report to City Council

TO: Mayor and City Council Acting in its Capacity as 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: June 12, 2012

TITLE: APPROVAL OF THE CALCULATION OF THE MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2012/13

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board") and as the legislative body of Community Facilities District No. 1 ("CFD No. 1" or "District") approve and adopt Resolution No. CSD 2012-07 approving the calculation of the Community Facilities District No. 1 maximum special tax rate for Fiscal Year 2012/13.

BACKGROUND

In 1986, CSD Zone A was established to fund park and community services. The cost to provide park maintenance services steadily increased over the years, while the CSD Zone A annual charge of \$87.50 per parcel or per dwelling unit "DU" for multifamily parcels has remained fixed since Fiscal Year ("FY") 1992/93. Rising program costs along with an increase of new residential developments created a need for additional funding to support the new park areas. CSD Zone A funds could not adequately accommodate the maintenance costs of both existing and newly constructed park facilities. The CSD formed CFD No. 1 in an effort to provide for the ongoing maintenance and safety of new parks, without jeopardizing CSD Zone A funding for the existing park facilities and community services.

On July 8, 2003, the CSD Board conducted a Public Hearing for the formation of CFD No. 1, approved a resolution to provide for future territory annexation into CFD No. 1,

and authorized a special tax levy. The special tax funds public services such as ongoing maintenance and/or repair of park facilities, park improvements, and all efforts by Park Rangers that are devoted to the maintenance and safety of the newly constructed parks accepted by the City of Moreno Valley Parks and Community Services Department for maintenance after District formation in July 2003. FY 2003/04 was the first year for the special tax levy. Residential developments that create the need for new parks or are in a proximity to a District facility are conditioned to participate in CFD No. 1.

Proposition 218, a constitutional initiative known as the Right to Vote on Taxes Act, was approved by California voters in November 1996. Proposition 218 requires that any new or proposed increase in property-related assessments, fees, charges, or taxes be submitted to property owners for approval. Subsequently, increases not addressed in the rate and method of apportionment of special tax ("RMA") will be subject to a two-thirds approval by the property owners within CFD No. 1.

DISCUSSION

The CSD Board shall consider authorizing the City Treasurer to levy the special tax in accordance with the RMA to cover the FY 2012/13 special tax requirement for CFD No. 1. Detailed within the Preliminary Annual Special Tax Report ("Report"), which has been filed in the office of the City Treasurer, provides a description of the CFD proceedings, identification of participating developments, park facilities maintained within the District, description of services, and the projected special tax to be levied for FY 2012/13. Following the submission of the annual special taxes to the County of Riverside, the City shall prepare and file with the City Treasurer the final Annual Report, which shall identify the final calculation of the applied annual special tax rate.

The CFD No. 1 maximum special tax rate for FY 2012/13 is \$149.29 per parcel/DU; however, a lower amount may be levied for FY 2012/13 depending on projected District expenses. The special tax is collected on the Riverside County property tax bill and is applied only to those parcels that have annexed into the District.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** approving the calculation of the Community Facilities District No. 1 maximum special tax rate for FY 2012/13. *This approval will allow collection of monies necessary to fund ongoing maintenance and administrative services in CFD No. 1.*
2. **Do not approve or adopt the proposed resolution** approving the calculation of the Community Facilities District No. 1 maximum special tax rate for FY 2012/13. *There will be a shortage of funds to pay for ongoing maintenance and administrative services in CFD No. 1 if the special tax is not authorized to be levied.*

FISCAL IMPACT

The special tax shall be levied on all properties within CFD No. 1 on the 2012/13 Riverside County property tax bills. **The special tax collected can only be used to cover costs associated with administration and maintenance of park facilities within the District. Collection of the CFD No. 1 special tax reduces the level of CSD Zone A support necessary to maintain park facilities accepted since District formation.** Commercial and industrial properties are not affected by the levy of this special tax. The CSD Zone A levy of \$87.50 per dwelling unit will continue to be collected to support maintenance of existing park facilities and community programs.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

A special tax for CFD No. 1 is collected in accordance with the provisions outlined in the Mello-Roos Community Facilities Act of 1982 and provides funding for program costs, which include maintenance and administration.

SUMMARY

The CSD Board shall consider authorizing the City Treasurer to levy the special tax in accordance with the RMA to cover the FY 2012/13 special tax requirement for CFD No. 1.

EXHIBITS

- Exhibit A Resolution Approving the Calculation of the Community Facilities District No. 1 Maximum Special Tax Rate for FY 2012/13
- Exhibit B Boundary Map CFD No. 1

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:
Mike McCarty,
Parks & Community Services Director

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

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RESOLUTION NO. CSD 2012-07

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE COMMUNITY FACILITIES DISTRICT NO. 1 MAXIMUM SPECIAL TAX RATE FOR FISCAL YEAR 2012/13

WHEREAS, the CITY COUNCIL for the CITY OF MORENO VALLEY, CALIFORNIA, acting in its capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District (“CSD Board”), did form Community Facilities District No. 1 (“CFD No. 1” or “District”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the CSD Board, acting as the legislative body, did introduce and adopt Ordinance No. CSD-40 (Urgency Ordinance) and CSD-41 (an Ordinance to authorize the levy of a special tax within CFD No. 1); and

WHEREAS, Ordinance No. CSD-41 authorizes the CSD Board, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the Rate and Method of Apportionment; and

WHEREAS, the CSD Board adopted Resolution No. CSD 2003-26 authorizing annexation of Territory in the future to CFD No. 1; and

WHEREAS, annexations to CFD No. 1 have been conducted by the Community Services District following formation of the District; and

WHEREAS, the County of Riverside requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, the City has prepared and submitted the Preliminary Annual Special Tax Report (“Report”) for FY 2012/13; and a copy of said Report is on file in the office of the City Treasurer and is incorporated herein by this reference as if fully set forth; and

EXHIBIT A Resolution No. CSD 2012-07
Date Adopted: June 12, 2012

WHEREAS, following the submission of the annual special taxes to Riverside County, the City shall prepare and file in the office of the City Treasurer the final Annual Report, which shall identify the final calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the above recitals are all true and correct.
2. That the Report for FY 2012/13, as on file in the office of the City Treasurer, is hereby received and filed.
3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the Rate and Method of Apportionment as required to cover the annual special tax requirement, up to the maximum special tax, for CFD No. 1 as set forth in the Report and hereby is levied during FY 2012/13 against the parcels within the District.

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor of the City of Moreno Valley,
Acting in the Capacity of President
of the Moreno Valley Community
Services District

ATTEST:

City Clerk, Acting in the Capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, Acting in the Capacity
of General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2012-07
Date Adopted: June 12, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California, do hereby certify that CSD Resolution No. 2012-07 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 12th day of June, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

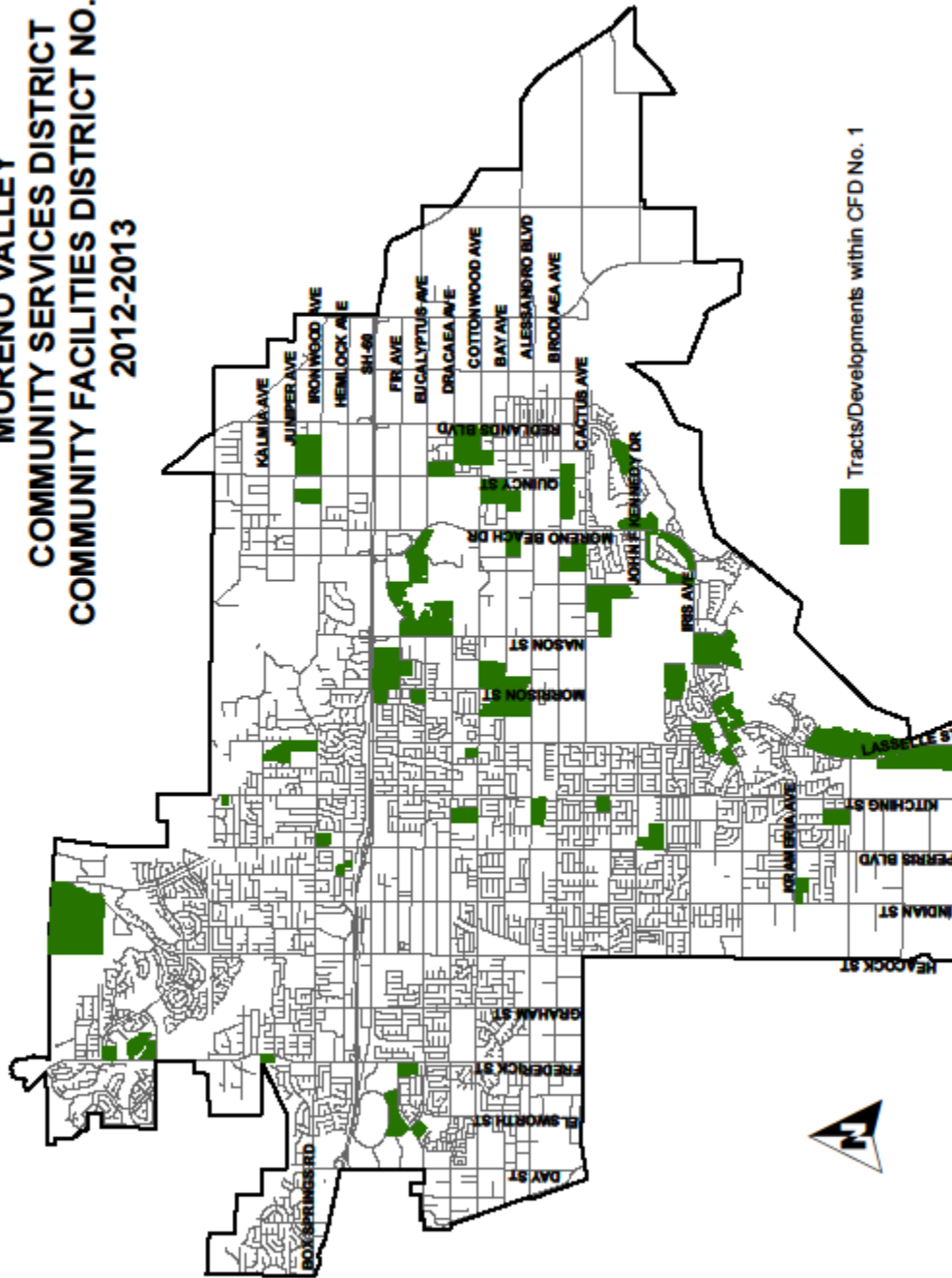
SECRETARY

(SEAL)

Resolution No. CSD 2012-07
Date Adopted: June 12, 2012

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**MORENO VALLEY
COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1
2012-2013**

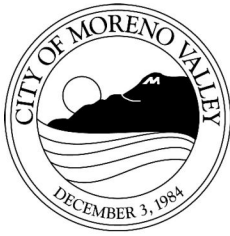


Tracts/Developments within CFD No. 1

Revision Date: April 9, 2012
Map Not To Scale

EXHIBIT B

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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, Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

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

AGENDA DATE: June 12, 2012

TITLE: APPROVE THE FIRST EXTENSION AGREEMENT FOR PROJECT NO. E-81415/11 (MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION) FOR PROMONTORY PARK/MAHOGANY FIELDS/CELEBRATIONS AND INCLUSION OF MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION FOR ZONE E-12 STONERIDGE RANCH

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the Board of Directors of the Moreno Valley Community Services District (CSD):

1. Approve the First Extension to the Agreement for CSD Project No. E-81415/11 (the "Agreement") with Merchants Landscape Services, Inc., which includes the added parkway landscape maintenance area for Zone E-12 Stoneridge Ranch.
2. Authorize the President of the CSD Board to execute said Extension Agreement with Merchants Landscape Services, Inc.
3. Authorize the Purchasing Division Manager to issue purchase orders for fiscal year (FY) 2012/13 to Merchants Landscape Services, Inc., in the cumulative amounts of:
 - a. EIGHTY-ONE THOUSAND ONE HUNDRED AND NINETY-FOUR AND 64/100 DOLLARS (\$81,194.64) for twelve (12) months of base maintenance services; and

- b. SEVENTEEN THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$17,300.00) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E, of the Agreement.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

The Community Services District (CSD) Zone E Extensive Landscape Maintenance program provides landscape maintenance services to designated Zone E subzone areas of the City. Participation in the Zone E program occurs through ballot approval for inclusion into the CSD and a payment of a charge to fund the designated parkway landscaping and irrigation services and program costs associated with each Zone E subzone area.

Zone E subzones include Zones E-8 (Promontory Park), E-14 (Mahogany Fields), and E-15 (Celebrations), which are geographically located in the eastern and southern areas of the City (See site maps – Attachment 1). These subzones receive full service level parkway and median landscape maintenance services that are provided via contract services through the Zone E program.

To provide base landscape and irrigation maintenance services of the parkways and medians for Zones E-8, E-14, and E-15, a Request for Proposal (RFP) RFP No. E-81415/11 was advertised in the Press-Enterprise on February 9, 2011 and again on February 15, 2011, seeking proposals to perform the landscape maintenance services. Copies of the complete RFP document were sent to F.W. Dodge-McGraw-Hill and Bid America for publishing in print and on-line, and the RFP document was also posted on the City's website.

Five (5) companies submitted proposals by the February 24, 2011 closing date. Based on a review of all proposals received, recommendation was made to award the contract to Merchants Landscape Services, Inc. (the "Contractor") based upon their understanding of the project's scope of work, reference check, and staffing commitment to perform the requested services. The contract amount for the initial twelve-month term for FY 2011/12 was \$79,215.64 (\$64,415.64 for Base Services; \$14,800.00 for estimated Additional Work).

Zone E-12, Stoneridge Ranch, is geographically located in the eastern side of the City. (See site map – Attachment 2). This Zone E subzone receives parkway and median landscape maintenance at the full service level. The landscape maintenance contract for Zone E-12, Stoneridge Ranch, is in its final year of allowable extensions per the agreement and will expire on June 30, 2012. The current FY 2011/12 contract cost for Zone E-12 is \$25,573.20.

DISCUSSION

In an effort to reduce Zone E program costs, as funded by the property owners for landscape maintenance services, efforts are being made to consolidate the number of landscape maintenance agreements for Zone E subzones. Landscape maintenance agreements for Zone E subzones that are set to expire with no further option for additional extensions may have the service area consolidated into an active Zone E agreement that is providing the same general level and frequency of landscape maintenance services.

Project No. E-81415 receives full service level landscape maintenance of the parkways and medians, which may be extended, per the terms of the Agreement, for four additional twelve month periods. Zone E-12 (Stoneridge Ranch) also receives full service landscape maintenance of the parkways and medians. The landscape maintenance agreement for Zone E-12 is in the final extension period allowed under the terms of the agreement and will expire as of June 30, 2012.

In March of 2012, staff discussed with the Contractor of Project No. E-81415 its performance to date, the possibility of the Moreno Valley CSD extending the Agreement, and the terms of the Extension Agreement (see Attachment 3). Part of the discussion included the possibility of adding additional parkway and median areas, E-12 to the Extension Agreement for Project No. E-81415, per the unit pricing terms of the Agreement as provided in Exhibit E, Section 9, Letter 2, A (additional parkways with planters (trees to 18-ft. height, shrubs, ground cover included as applicable.)). The cost to add the E-12 service area to Project No. E-81415's Agreement would be at the Agreement's unit price of \$0.0085 per sq. ft. /per month, which would equate to \$1,398.25 per month or \$16,779.00 for FY 2012/13. This is a cost savings of \$8,794.20 for E-12 compared with the cost of its current FY maintenance agreement.

The key provisions of the Agreement include:

1. Extension of the contract term to June 30, 2013.
2. The inclusion of over 3 acres (164,500 sq. ft.), of parkway and median landscape maintenance area to be maintained for Zone E-12 (Stoneridge Ranch) in accordance with the terms of the Agreement, Exhibit E, Section 9.

The Contractor has provided satisfactory service in accordance with the terms of the Agreement for Project No. E-81415 and the schedule of maintenance over the past year. Additionally, the Contractor has agreed to extend the Agreement based upon the same terms and is agreeable to providing parkway and median maintenance services for the added area, E-12, in accordance with the terms of the Agreement. Zones E-8, E-14, E-15, and E-12 in accordance with the Agreement as extended would receive maintenance at the full service level schedule at an overall contracted amount of \$98,494.54 (\$81,194.64 for Base Services and \$17,300 for estimated Additional Work) for FY 2012/13. In total, the combined contracted amount of the Agreement with Merchant's Landscape Services, Inc. since initial award is \$177,710.18 (\$79,215.64 for FY 2011/12 and \$98,494.54 for FY 2012/13).

ALTERNATIVES

1. Approve and authorize the following:

- a) Approve the First Extension to the Agreement for CSD Project No. E-81415/11 (the "Agreement") with Merchants Landscape Services, Inc., which includes the added parkway landscape maintenance area for Zone E-12 Stoneridge Ranch for an additional one-year period.
- b) Authorize the President of the Moreno Valley CSD Board to execute the Extension Agreement with Merchants Landscape Services, Inc.
- c) Authorize the Purchasing Division Manager to issue purchase orders at the start of the 2012/13 fiscal year, contingent upon execution of the Agreement, submittal of satisfactory proofs of insurance, and payment and submittal of performance bonds; and,

Approval of this Extension Agreement will ensure uninterrupted landscape maintenance service is provided to the parkways, medians and irrigation systems located within Zones E-8, E-14, E-15, and E-12.

2. Do not approve the Extension Agreement for Project No. E-81415, including the added service area E-12 (Stoneridge Ranch) for an additional one-year period nor authorize the issuance of the purchase orders at the start of FY 2012/13. *By not approving the Extension Agreement for Project No. E-81415, which includes the additional work for service area E-12, a disruption in the continuity of parkway and median landscaping and irrigation services, may occur in Zones E-8, E-14, E-15 and E-12. Additionally, the CSD Board may allow for a lapse in the maintenance services, while attempting to obtain more favorable contract terms, which would consume additional staff time and resources with no assurance to the CSD of receiving more favorable contract costs.*

FISCAL IMPACT

The table below lists the necessary annual purchase orders for the term of the Agreement as extended for Zones E-8, E-14, E-15, and E-12.

<u>Fund</u>	<u>Business Unit</u>	<u>Purchase Order (Base Contract) FY 2012/13</u>	<u>Purchase Order (Additional Work) FY 2012/13</u>
182 - CSD Zone E Extensive Parkway Landscape Maintenance	78284.6261 - E-8 Promontory Park Extensive Parkway Landscape Maintenance	\$14,710.44	\$ 5,500.00
182 - CSD Zone E Extensive Parkway Landscape Maintenance	78286.6261 - E-14 Mahogany Fields Extensive Parkway Landscape Maintenance	36,546.72	5,300.00
182 - CSD Zone E Extensive Parkway Landscape Maintenance	78285.6261 - E-15 Celebrations Extensive Parkway Landscape Maintenance	13,158.48	4,000.00
182 - CSD Zone E Extensive Parkway Landscape Maintenance	78287.6261 - E-12 Stoneridge Ranch Extensive Parkway Landscape Maintenance	16,779.00	2,500.00
	Total P. O. Amounts	\$81,194.64	\$ 17,300.00

These amounts have been budgeted for each of the corresponding zones for FY 2012/13 with costs to be recovered through annual CSD parcel charges and other cost savings measures. The parcel charges collected may only be used for landscape maintenance services of parkways and medians for the associated zones. **These actions will not impact the City's General Fund.**

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS

By approving the Agreement with Merchants Landscape Services, Inc., the CSD Board will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public improvements are provided proper care.

REVENUE DIVERSIFICATION AND PRESERVATION

CSD Zone E, which includes subzones E-8, E-14, E-15, and E-12, is a self-funded program. The Zone E program revenues pay for parkway landscape maintenance services associated with designated Zone E service areas.

SUMMARY

The Moreno Valley CSD provides ongoing landscape and irrigation maintenance for the extensive parkways and medians associated with specific master planned communities within the Zone E District. Landscape maintenance services are provided through the use of contract services, which per the terms of the Agreement, may be renewed for additional twelve month terms up to no more than four additional twelve month periods. Staff is recommending that the Board exercise its option to extend the current Agreement for Project No. E-81415 and include the addition of the E-12 service area, into the Agreement with Merchants Landscape Services Inc. for a twelve month extension of the original Agreement.

NOTIFICATION

Not applicable.

ATTACHMENTS

Attachment 1. Zone E-8, E-14, E-15 Vicinity Maps

Attachment 2. Zone E-12 Vicinity Map

Attachment 3. Copy of Extension Agreement

Prepared By
Sharon Sharp
Senior Management Analyst

Concurred By
Candace E. Cassel
Special Districts Division Manager

Concurred By
Daniel Monto
Senior Landscape Services Inspector

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:

Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-8 • Promontory Park



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
EB_8_5x11.mxd
January 24, 2011

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

- Landscaped Parkway
- Landscaped Open Space
- Zone E-8 Parcels



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-14 • Mahogany Fields



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E14_8.5x11.mxd
January 24, 2011

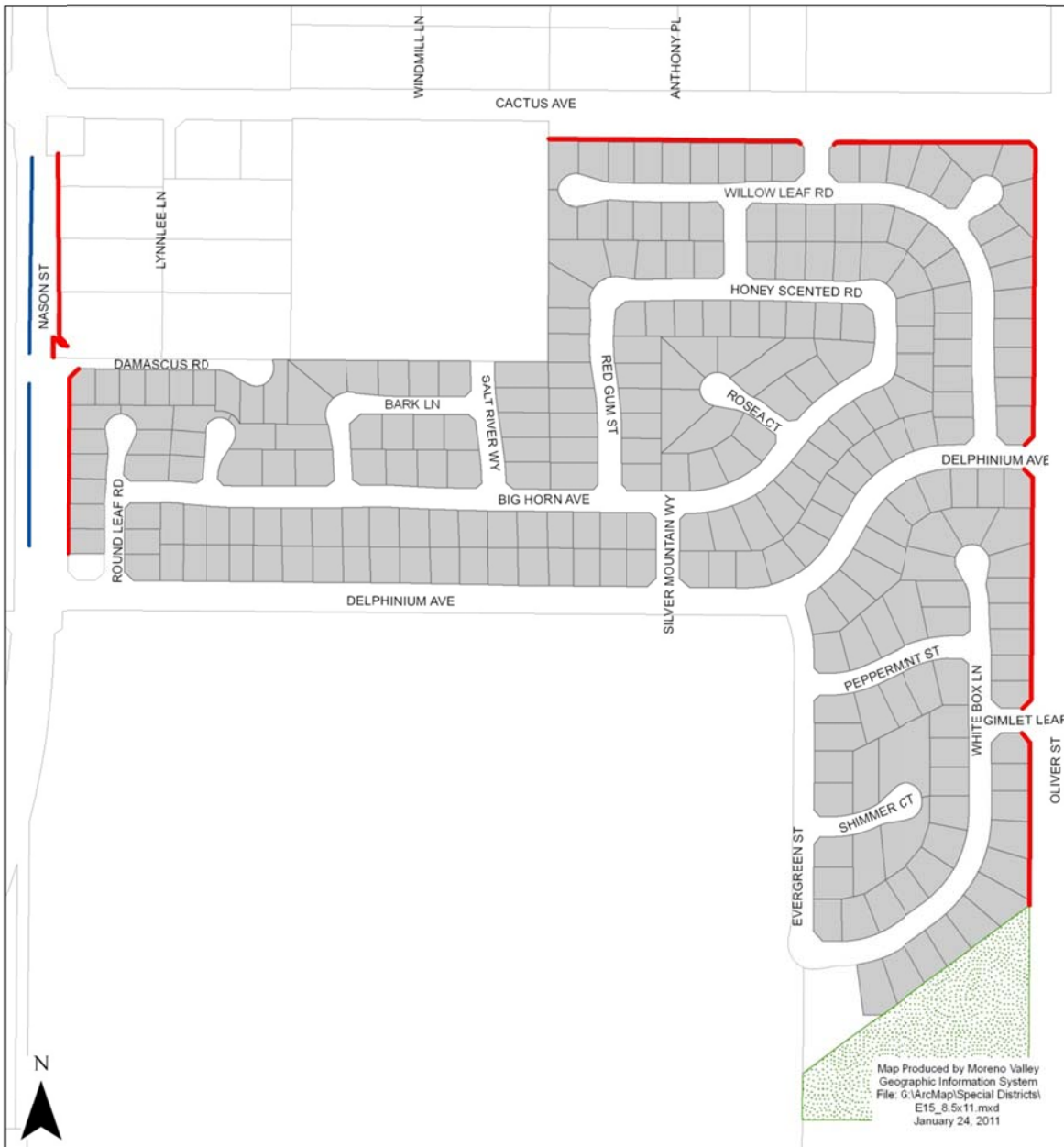
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this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

- Landscaped Parkway
- - - Future Landscaping
- Landscaped Median
- Zone E-14 Parcels
- Not Part Of E-14 Landscaping
- Turf Area



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-15 • Celebration



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

- Landscaped Parkway
- Landscaped Median
- Landscaped Open Space
- Zone E-15 Parcels



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Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-12 • Stoneridge Ranch



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E12_8.5x11.mxd
January 8, 2008

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

- Landscaped Parkway
- Landscaped Median
- Zone E-12



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EXTENSION AGREEMENT
PROJECT NO. E-81415/11

**PROMONTORY PARKW/MAHOGANY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Merchants Landscape Services, Inc.** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 4, 2011 referencing Project No. E-81415/11 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Community Services District (CSD) Zones E-8 (Promontory Park), E-14 (Mahogany Fields), and E-15 (Celebrations).

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013**.
2. In accordance with Exhibit D, Section 1 B. of the Agreement, this Extension shall be considered the first of four possible Extensions of this Agreement.
3. Extension of the Agreement shall be expanded to include maintenance of the parkways and medians associated with Zone E-12 (Stoneridge Ranch), which shall be compensated at the united prices for Additional Work as set forth in the Agreement on Exhibit E, Section 9 (page 90).
4. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and median areas consistent with the terms of the Agreement, including the addition of E-12 (Stoneridge Ranch) parkway area in the total amount of **SIX THOUSAND SEVEN HUNDRED SIXTY-SIX 22/100 (\$6,766.22)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **EIGHTY-ONE THOUSAND ONE HUNDRED AND NINETY-FOUR 64/100 DOLLARS (\$81,194.64)**.

Attachment 3

EXTENSION AGREEMENT
PROJECT NO. E-81415/11 – PROMONTORY PARKW/MAHOGANY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

5. Notwithstanding, Exhibit E, Section 9 ,on page 90, of the Agreement, the unit cost set forth in the Additional Work Price List, for any additional landscape areas added to the project during the period of this Extension not presently identified herein shall be as follows:
 - A. Unit prices for Additional Work (additional FULL SERVICE) landscape areas:
 1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **\$0.0085/sq.ft./mo.**
 2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **\$0.0177/sq.ft./mo.**
 - B. Unit prices for Additional Work (additional REDUCED SERVICE) landscape areas:
 1. Additional parkway areas, planters (trees to 18-feet height, shrubs, ground cover included, as applicable). **\$0.008/sq.ft./mo.**
 2. Additional parkway areas, turf (trees to 18-feet height, shrubs, ground cover included, as applicable). **\$0.017/sq.ft./mo.**
6. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **SEVENTEEN THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$17,300.00)**.
7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-81415/11 – PROMONTORY PARKW/MAHOGANY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

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

Moreno Valley
Community Services District

Contractor: Merchants Landscape Services,
Inc.

By: _____
Title: Mayor, Acting in the capacity of
President of the Board of Directors of
the Moreno Valley Community
Services District

By: _____
Title: (President or Vice President)

Date: _____

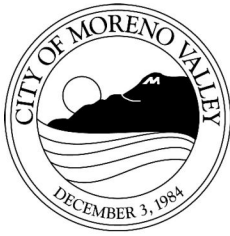
Date: _____

<u>INTERNAL USE ONLY</u>
ATTEST:
_____ City Clerk
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head
_____ Date

By: _____
Title: Corporate Secretary or Assistant
Secretary

Date: _____
Affix Corporate Seal Below

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

Report to City Council

TO: Mayor and City Council, Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District

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

AGENDA DATE: June 12, 2012

TITLE: **AWARD OF CONTRACT – MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE M (MEDIANS) PROJECT NO. M/12-13 MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION) AND INCLUSION OF MAINTENANCE OF THE PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION FOR ZONE S (SUNNYMEAD BOULEVARD)**

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the Board of Directors of the Moreno Valley Community Services District (CSD):

1. Approve the Agreement for CSD Project No. M/12-13 Maintenance of Median-Monument-Parkway Landscaping and Irrigation (the "Agreement") with TruGreen Landcare, which will include the added maintenance of the median and parkway landscape areas for Zone S (Sunnymead Boulevard).
2. Authorize the CSD Board President to execute the Agreement with TruGreen Landcare.
3. Authorize the Purchasing Division Manager, to issue purchase orders for Fiscal Year (FY) 2012/13 to TruGreen Landcare, in the cumulative amounts of:
 - a. SEVENTY THOUSAND FOUR HUNDRED THIRTY-FIVE AND 91/100 DOLLARS (\$70,435.91) for twelve (12) months of base maintenance services; and

- b. FIVE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$5,800.00) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

The Community Services District (CSD) Zone M (Medians – Maintenance of the Median-Monument-Parkway Landscaping and Irrigation) program provides landscape maintenance services to designated Zone M medians that are geographically located throughout the City (See site map – Attachment 1). Zone M medians receive full service level landscape maintenance services that are provided via contract services. Participation in the Zone M program occurs through ballot approval for inclusion into the CSD and a payment of a charge to fund the designated landscaping and irrigation services and program costs associated with Zone M.

To provide base landscape and irrigation maintenance services for Zone M, a Request for Proposal (RFP) RFP No. E-81415/11 was advertised in the Press-Enterprise on March 14, 2012. Copies of the complete RFP document were also sent to F.W. Dodge-McGraw-Hill and Bid America for publishing both in print and on-line. In addition, the RFP document was also posted on the City's website. Representatives from ten (10) landscape maintenance firms attended the mandatory pre-submittal meeting on March 21, 2012.

Proposals were submitted to the office of the City Clerk on March 28, 2012 by five (5) companies. Staff from the Special Districts Division of the Public Works Department and the Park Maintenance Division of the Parks and Community Services Department conducted a review and evaluation of the proposals. The company with the highest overall ranking was then invited to submit its best and final offer for the performance based landscape maintenance services. As a result of this process, staff recommends awarding the contract to TruGreen Landcare, whose proposal demonstrates an overall understanding of the performance based services to be provided at the lowest compensation rate for the highest level of service in comparison to the other proposal submissions received for this service. (See Attachment 2 – Proposal Recap Sheet).

Zone S (Sunnymead Boulevard), is geographically located south of State Highway 60, east of Frederick Street and west of Perris Boulevard. (See site map – Attachment 3). After being advised by the current landscape maintenance contractor for Zone S that it was unable to extend the terms of the contract for FY 2012/13, and in an effort to reduce program cost as funded by the property owners for Zone S, staff discussed the possibility of adding the Zone S median and parkway areas to the Agreement for Project No. M/12-13. Zone S would be added to the Agreement per the additional unit pricing terms as identified in Exhibit E, paragraph D. 3. a. of the proposal as submitted by TruGreen Landcare for Project No. M/12-13.

DISCUSSION

RFP No. M/12-13 provides for full service level maintenance of the medians, monuments, and designated parkway areas, which are located within Zone M. The proposal submitted by TruGreen Landcare demonstrates that this company is able to perform the required services as requested and is the lowest responsible proposer committed to perform the highest level of services required. The key provisions of the Agreement include:

1. The furnishing of contract labor, specified materials, and equipment necessary to maintain over 6 acres of median-monument-parkway landscaped and irrigated areas located in Zone M and includes additional service area, Zone S, at the additional unit cost per sq. ft. rate of \$0.01845. Combined the contract costs are \$70,435.91 for a 12 month period (Zone M (\$59,460.00 per year) and Zone S (\$10,975.91 per year)).
2. The CSD will furnish the necessary utilities (water, electricity, and irrigation system control communication service), certain ancillary materials, and field inspection staff to manage the irrigation systems and coordinate contractor operations.
3. The Agreement has an initial term of twelve months, commencing July 1, 2012, and terminating on June 30, 2013. The CSD, at its option, may enter into negotiations with the contractor to extend the Agreement for additional one-year periods, not to exceed a total of four such extensions, (Exhibit D, Section 1, paragraph B. of the Agreement).

The current FY 2011/12 cost of the base maintenance contracts for Zone M is \$63,898.68 per year and Zone S is \$13,980.12 per year, not including an amount for additional work. Combining the base contract services for Zones M and S will save \$7,442.89 in FY 2012/13 for base maintenance excluding an amount for additional work. If future extensions to the Agreement are approved, the overall cost of the services for Zones M and S combined, will equate to more than \$350,000 over the next 5 years.

ALTERNATIVES

1. By approving the Agreement with TruGreen Landcare, and authorizing the issuance of the purchase orders at the start of FY 2012/13, contingent upon execution of the Agreement, submittal of satisfactory proofs of insurance, and payment and submittal of performance bonds the CSD Board will provide for base maintenance services for the landscaped parkways and medians associated with CSD Zone M (Medians – Maintenance of Median-Monument – Parkway Landscaping and Irrigation) and include the added parkway and median landscape maintenance area for Zone S (Sunnymead Ranch). TruGreen Landcare's proposal was complete and comprehensive and was able to demonstrate its ability to perform satisfactorily under the scope of this

Agreement. *By approving this alternative, for the acceptance of this proposal, the CSD will ensure continuity of service to the Zone M Medians-Monuments-Parkways and to the Zone S Median Parkway landscaped areas.*

- By not accepting the proposal from TruGreen Landcare, and directing staff to publish a second solicitation of proposals for maintenance for CSD Zone M (Medians – Maintenance of Median-Monument–Parkway Landscaping and Irrigation) and Zone S (Sunnymead Boulevard) landscaped parkways, these landscaped area may incur a lapse in maintenance services while attempting to obtain a more favorable contract term. *This alternative would consume additional staff time and resources with no assurance of receiving a more favorable result for the CSD.*

FISCAL IMPACT

The necessary purchase order for the initial term of this contract is set forth below.

Purchase Order Type/Fund/Business Unit	2012/2013 Fiscal Year P.O. Amount
<u>Base Contract</u>	
00183.18310.6261	\$59,460.00
00185.18510.6261	\$10,975.91
<u>Additional Work</u>	
00183.18310.6261	\$ 4,600.00
00185.18510.6261	\$ 1,200.00
Total P.O. Amounts	\$76,235.91

The above amounts have been budgeted for Zone M and Zone S for the coming fiscal year, with costs to be recovered through annual CSD parcel charges. The parcel charges collected may only be used for landscape maintenance services of parkways, monuments and medians areas within the Zone M and Zone S identified areas. **This action will not impact the City's General Fund.**

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS

By accepting the proposal of TruGreen Landcare, the CSD Board will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public facilities are properly cared for.

SUMMARY

The actions before the CSD Board are to:

- Approve the Agreement for Project No. M/12-13, which includes adding the Zone S parkway and median landscaped and irrigated areas at the proposal's additional unit.

2. Authorize the CSD Board President to execute the Agreement with TruGreen Landcare.

3. Authorize the Purchasing Division Manager, at the start of Fiscal Year 2012/13, to issue purchase orders to TruGreen Landcare for twelve months of base maintenance services and anticipated Additional Work.

NOTIFICATION

Not applicable.

ATTACHMENTS

- Attachment 1. Zone M Vicinity Map

- Attachment 2 Proposal Recap Sheet

- Attachment 3. Zone S Vicinity Map

- Attachment 4. Copy of Agreement

- Attachment 5. Addendums

Prepared By
 Sharon Sharp
 Senior Management Analyst

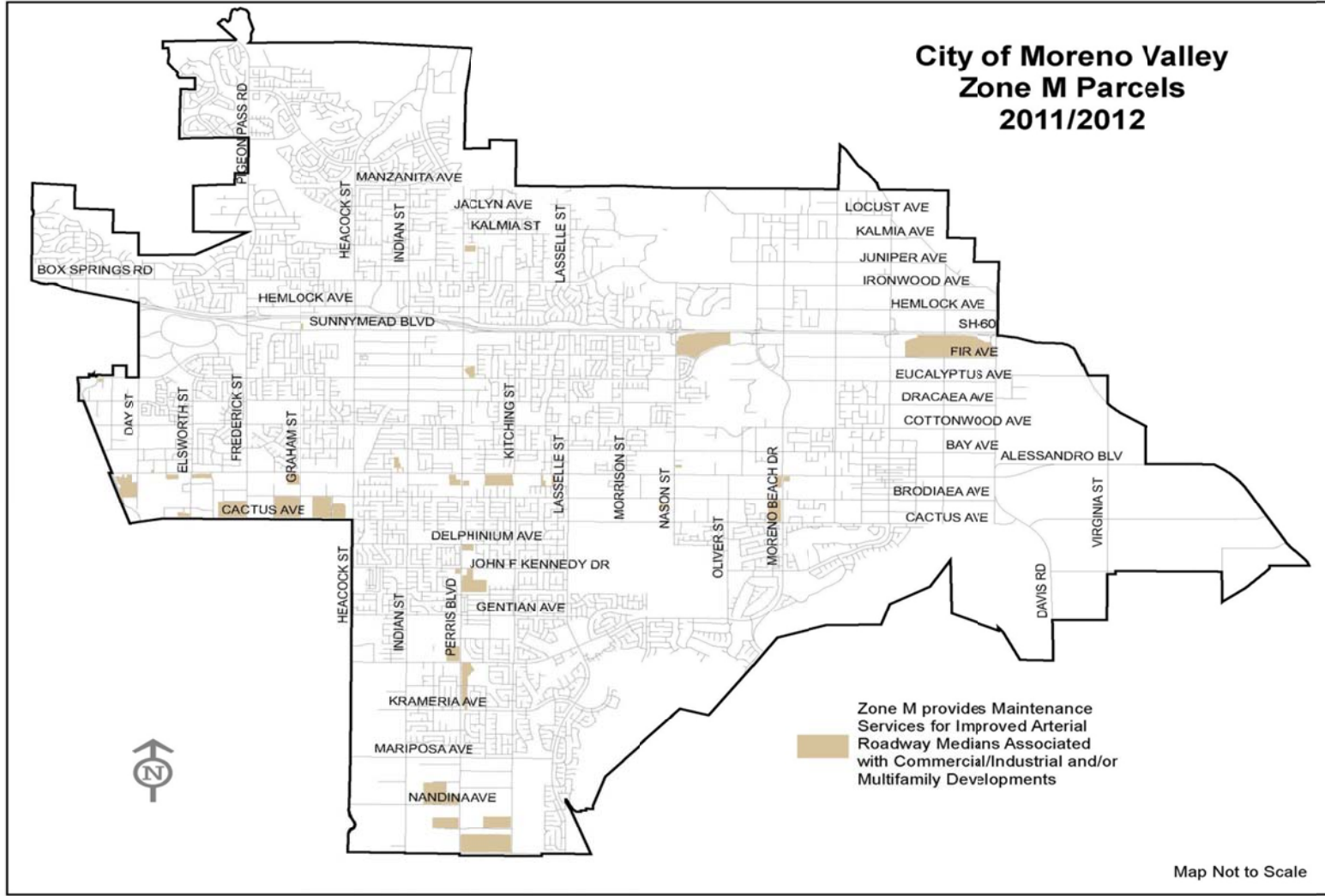
Concurred By
 Candace E. Cassel
 Special Districts Division Manager

Concurred By
 Daniel Monto
 Senior Landscape Services Inspector

Department Head Approval
 Ahmad 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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Attachment 1

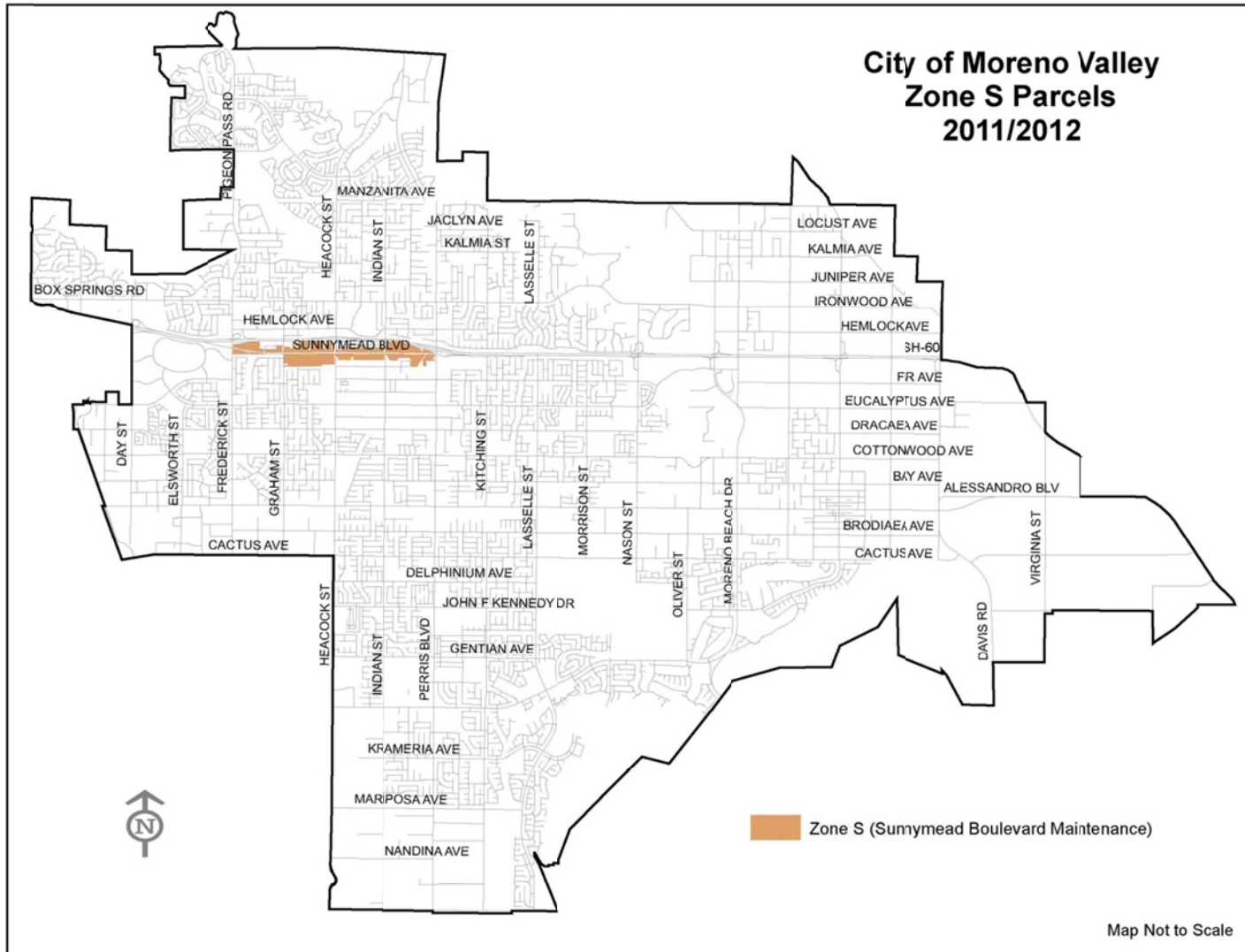
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**Project No. Zone M/12-13
Maintenance of Median-Monument-Parkway Landscaping & Irrigation**

Evaluation Recap Sheet

Vendor	Irrigation Markup	Area A Cost per sq. ft., per month	Area A Service Total	Area B Cost per sq. ft., per month	Area B Service Total	Total Amount Proposed Amount	Rating Panel (Average rating)	Ranking
TruGeen Landcare*	15%	\$0.01845	\$22,958.47	\$0.01845	\$36,501.53	\$59,460.00	83.33	1
Merchants Landscaping, Inc.	15%	\$0.03350	\$41,664.00	\$0.0229	\$44,556.00	\$86,220.00	77	2 & 3
Mariposa Landscapes, Inc.	15%	\$0.01700	\$21,132.00	\$0.0189	\$37,464.00	\$58,596.00	76.83	2 & 3 (4)
Marina Landscape, Inc.	15%	\$0.05000	\$67,432.04	\$0.0200	\$41,719.10	\$109,151.14	66.83	3 & 4
Hi Desert Gardens, Inc. (dba Lawn Care Landscaping)	15%	\$0.055 planter \$0.055 turf	\$68,448.00	\$0.03 planter \$0.06 turf	\$81,446.74	\$149,894.74	58.80	5

Attachment 2



Attachment 3

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INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District 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.

1. CONTRACTOR INFORMATION:

Contractor's Name	TruGreen Landcare
Street Address	1616Marlborough Ave., Bldg. S
Street Address	
City, State, Zip	Riverside, CA 92507
Mailing Address	
(If same as Street Address, write same or same as above)	Same
Business Phone (with area code)	(951) 688-6880
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	
Contractor's License Number & Classification	C27/D49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

Attachment 4

- B. The District's responsibilities, other than payment, are 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 Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider 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.
- E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Except for compliance with service schedules, general and technical specification provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the 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 District will not provide, nor be responsible to provide, any training to the 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 paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. 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 Contract, with the exception that the District 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 Contract.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (District), and the 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 Contract. Acceptance of these terms by both parties constitutes a Contract and 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. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. Where determined applicable by the District, 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:

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, subcontractor, 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 Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide

legal defense for both the Contractor and the City, Housing Authority, and District 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 Contract

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/District/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.
By: _____ Date: _____
(Risk Manager)

Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. 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 Moreno Valley Community Services District, 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, the Moreno Valley Community Services District, and, their 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 to the City of amendment or cancellation, 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 Contract, 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 District unless explicitly stated otherwise in this

Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, 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 of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.
- J. Termination.
 1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.
 2. The District may terminate this Contract without fault on the part of the Contractor 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 services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". 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 Contract. Upon reasonable notice, such records must be made available to the District'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 Contract.
- L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.
- 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 Contract, and shall

govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

- N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

[Mailing Address (Post Office Box, if applicable)]

[Telephone number]

[Fax number]

[Email address]

With a copy to:

[Attorney for Contractor, if applicable]

[Street Address]

[Post Office Box, if applicable]

[City, State, Zip]

[Telephone number]

[Fax number]

[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
 Public Works Department
 Special Districts Division
 14177 Frederick Street
 P. O. Box 88005
 Moreno Valley, CA 92552-0805
 Attn: Daniel Monto, Senior Landscape Services Inspector
 Telephone number: 951.413.3480
 Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

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

Moreno Valley Community Services District

Contractor

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

<u>INTERNAL USE ONLY</u>	
ATTEST:	_____
	City Clerk
APPROVED AS TO LEGAL FORM:	_____
	City Attorney

	Date
RECOMMENDED FOR APPROVAL:	_____
	Department Head

	Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

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 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 one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

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

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.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

BOND NO. _____

PREMIUM \$ _____

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

RFP NO. M/12-13

PROJECT NO. M/12-13

**MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California,, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. M/12-13**, 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 Moreno Valley Community Services District, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CSD, 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 CSD in such suit, including a reasonable attorney fee to be fixed by the court.

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

(SIGNATURE PAGE FOLLOWS)

**FAITHFUL PERFORMANCE BOND
PROJECT NO. M/12-13**

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, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

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

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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 \$ _____

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

**RFP NO. M/12-13
PROJECT NO. M/12-13**

**MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to _____, as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. M/12-13, 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 Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$_____) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, 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 Moreno Valley Community Services District and judgment is recovered, the Surety shall pay all costs incurred by the Moreno Valley Community Services District in such suit, including reasonable attorney fees to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extensions 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, extensions of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

**LABOR AND MATERIAL BOND
PROJECT NO. M/12-13**

WITNESS our hands this _____ day of _____, 20_____.

PRINCIPAL

SURETY

Name: _____

Name: _____

Address: _____

Address: _____

Telephone Number: _____

Telephone Number: _____

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

Approved as to form this _____ day of _____, 20_____.

City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

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)).

EXHIBIT A
RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the Board of Directors of the Moreno Valley Community Services District establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20, Project Location Map.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Specification Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All work shall be performed in accordance with the General and Technical Specification Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

- A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.
- B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.
- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:
 - 1. Fertilization;
 - 2. Turf Aeration;
 - 3. Application of pesticides by any method;
 - 4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

- F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4

- G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. On those days maintenance is to be provided pursuant to the work schedule as approved by the Director. The hours of on site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day in advance for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

- A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.
- B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

- C. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.
- D. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.
- E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:
1. City Manager
 2. Director of Public Works
 3. Police Department
 4. Fire Department
 5. Special Districts Division Manager
 6. Street Maintenance Supervisor
 7. Senior Landscape Services Inspector
 8. Landscape Services Inspector
 9. Landscape Irrigation Technician

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.
- E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.
- B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Exhibit A, Section 3, paragraph B.
- C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

- A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Exhibit A Section 3, paragraph B., above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

- E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Section 3, paragraph J of the Independent Contractor Agreement.

8. USE OF CHEMICALS

- A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.
- B. Director shall be notified in writing of any changes or deviations from the list as referenced in Exhibit A, Section 8, Paragraph A. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.
- D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City and the Community Services District of the City of Moreno Valley (CSD). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City or CSD and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the CSD that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.
- C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, 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 District 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.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL SPECIFICATION PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.
2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.
3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.
7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
12. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.
13. Pest control: See Technical Specification Provisions - Pesticide Use, Section 19.
14. Aeration:
 - (a) All turf areas shall be aerated at the frequency as set forth per the frequency of service table, in Exhibit E, unless otherwise directed by the Director;
 - (b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ($\frac{1}{2}$ "), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
 - (c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
 - (d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
 - (e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Specification Provisions – Fertilization, Section 18.
15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C., Section 2.
16. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.
3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with ANSI 300-2001, (or most current revision); safety requirements shall be per ANSI Z133-1994 (or most current revision) standards.
4. Trees shall be pruned at any time in order to:
 - (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Portions of trees up to eighteen feet (18') in height shall:
 - (a) Be pruned to enable successful adaptation to their particular site situation;
 - (b) Have no more than one-third (1/3) of living branches removed annually;
 - (c) Be fertilized only as directed by District field staff.
6. Portions of trees over eighteen feet (18') in height shall:
 - (a) Be inspected annually;
 - (b) Pruned and/or trimmed as necessary to maintain proper site orientation;
 - (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 - (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
7. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order.

- (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.
8. The following practices shall not be allowed:
 - (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
 - (c) Use of pruning paint/pruning compound/wound dressing;
 - (d) Use of climbing spurs or gaffs.
 9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
 10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.
 11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
 12. Pest control: See Technical Specification Provisions – Pesticide Use, Section 19.
 13. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
4. Shrubs shall be pruned and/or trimmed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to

- (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Shrubs shall be pruned in a manner that will:
- (a) Enable successful adaptation to their particular site situation;
 - (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
6. Pruning tools must:
- (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.
7. The following practices are not allowed:
- (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 - (c) Use of pruning paint/pruning compound/wound dressing.
8. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.
9. Pest control: See Technical Specification Provisions –Pesticide Use, Section 19.
10. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Technical Specification Provisions, ground covers

are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').

3. Ground covers shall be pruned/trimmed per the frequency of service table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:
 - (a) Remove dead, diseased, or damaged branches/crowns;
 - (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
 - (c) Correct any condition which the Director has deemed to be hazardous.
4. Ground covers shall be pruned/trimmed/renovated:
 - (a) To enable successful adaptation to their particular site situation;
 - (b) In accordance with accepted practices for the particular species in question;
5. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
7. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.
8. Pest control: See Technical Specification Provisions –Pesticide Use, Section 19.
9. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds

2. Weed control shall be addressed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director.
3. Chemical weed control: See Technical Specification Provisions – Pesticide Use, Section 19.
4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.
5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
6. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.
3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers, sprinkler components, drip systems (including dripper line, emitters, and any and all related components), and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.
4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.
5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
6. Automatic irrigation systems shall:

- (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;
 - (b) Be turned off during periods of rainfall, or as directed by District field staff;
 - (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
7. Manually operated irrigation systems shall:
- (a) Be operated only when Contractor's personnel are present on site;
 - (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;
 - (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.
9. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.
2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.
4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
5. The Contractor shall dispose of all debris and litter, as described herein Exhibit A, Section 17, letter G, paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.
7. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.
5. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL SPECIFICATION PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. The frequency of service for turf fertilization is also referenced in Exhibit E, Section V., Frequency of Service Table. At the discretion and request of the

Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this Specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.
3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. Fertilizer shall be applied to all shrubs and ground covers in accordance with Table II below as noted. The frequency of service for shrub and ground cover fertilization is also referenced in Exhibit E, Section V. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All fertilizers are to be of indicated analysis or better.

TABLE II

Month**	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

**Service areas on Level 3 (12 Week) service rotation receive shrub and ground cover fertilization one time (1) per year in April.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification is required to Director five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.
2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
 - (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
 - (b) No injecting or drilling into tree trunk will be allowed.
 - (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
 - (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.
3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL SPECIFICATION PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.
2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.
3. All pesticide applications shall be applied as directed by the Director.
4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.
5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A., Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
2. For pesticide application reporting specifications, see Exhibit A., Section 3 – Functions and Responsibilities and Exhibit A., Section 8. – Use of Chemicals.
3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control
 - (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed in accordance with the Frequency of Service Table as provided in Exhibit E, Section V., or as determined by the Director.
 - (b) Appropriate chemical control must be used on the following weeds.
 - Bermuda Grass
 - Kikuyu Grass
 - Nutsedge
 - Field Bindweed
 - Spurge

The aforementioned list is inclusive; other species may be added by the Director as necessary.
 - (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
2. Snail Control
 - (a) Snails shall be controlled on a regular basis on the following plant species:
 - Agapanthus africanus
 - Aptenia sp.
 - Gazania sp.
 - Hemerocallis sp

- (b) Snails shall be controlled on an as needed basis on all other plant material.
- (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

- (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

- (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

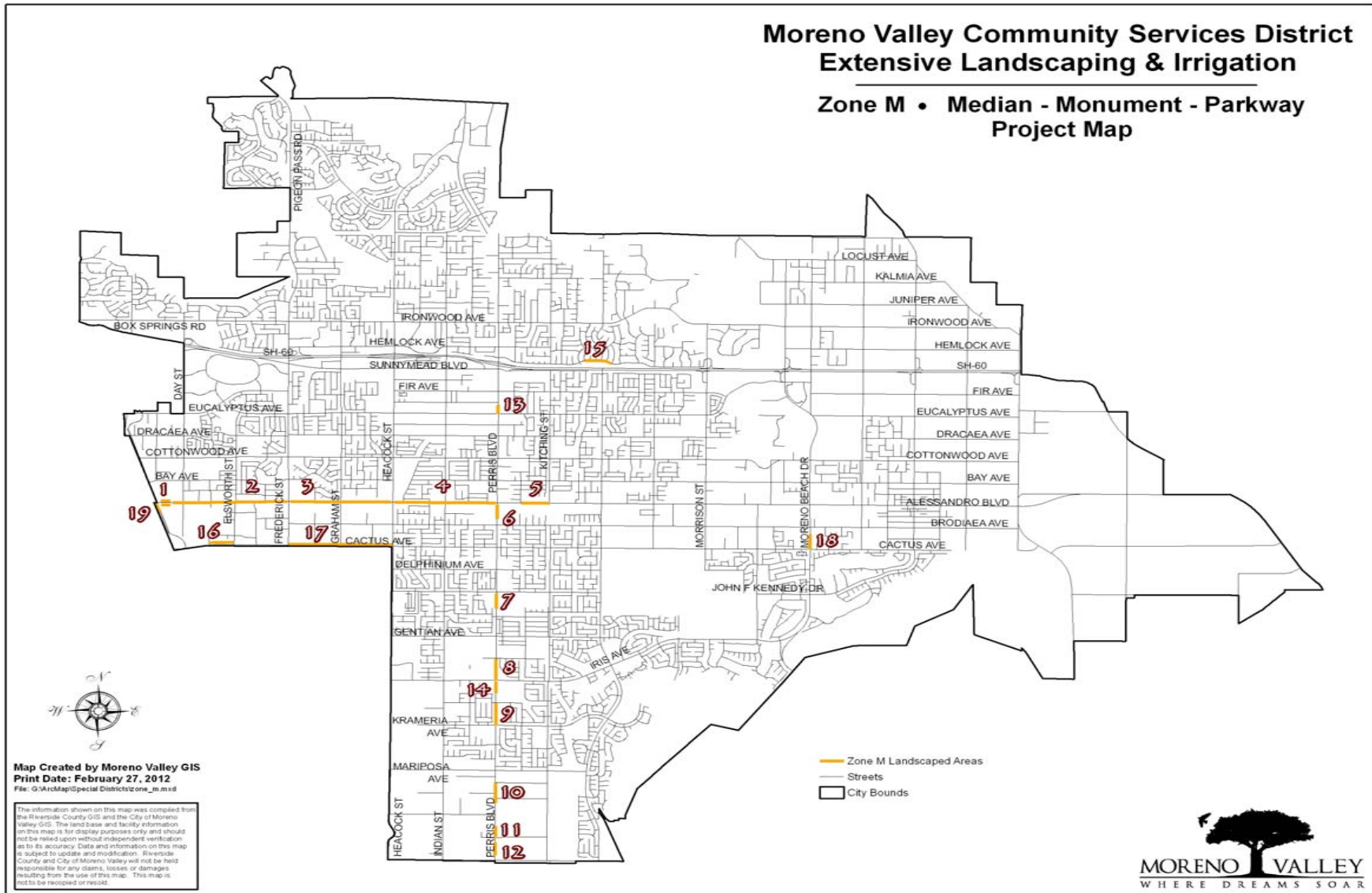
2. Insect and Disease Control

- (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAP



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Item No. B.6

21. PROJECT LOCATION LIST

Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
 - 17,895 square feet (includes 5,477 sq.ft. turf)
 - 8 trees
 - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
 - 60,423 square feet (includes 21,325 sq.ft. turf)
 - 75 trees
 - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
 - 68,445 square feet (includes 34,565 sq.ft. turf)
 - 64 trees
 - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
 - 15,609 square feet
 - 4 trees
 - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
 - 17,470 square feet
 - 21 trees
 - 16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
 - 751 square feet
 - 1 tree
 - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
 - 5,535 square feet
 - 15 trees
 - 8 remote control valves - 1 controller
8. North of Iris Ave
 - 2,200 square feet
 - 7 trees
 - 4 valves - 1 controller
9. North of Krameria Avenue
 - 3,324 square feet
 - 5 trees
 - 3 valves - 1 controller
10. At San Michele Road
 - 5,335 square feet
 - 10 trees
 - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
 - 4,110 square feet
 - 8 trees
 - 1 controller
12. Perris Blvd (South of Globe St)
 - 4,950 square feet
 - 12 trees
 - 7 valves - 1 controller
13. Perris Blvd (North of Eucalyptus Ave)
 - 1,760 square feet
14. Perris Blvd (South of Iris Ave)
 - 5,838 square feet

Elder Avenue Retention Basin Parkway

15. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
 - 7,471 square feet
 - 1 tree
 - 2 remote control valves - 1 controller

Cactus Avenue Medians

16. Cactus Ave. west of Elsworth
 - 2,500 square feet
 - 5 trees
 - 4 valves - 1 controller
17. Cactus Ave between Frederick St & Heacock St
 - 31,232 square feet

Moreno Beach Medians

18. Moreno Beach Dr (North of Cactus Ave)
 - 9,396 square feet

Old 215 Medians

19. Old 215 (South of Alessandro Blvd)
 - 4,328 square feet

EXHIBIT B: District Responsibilities**RFP NO. M/12-13****PROJECT NO. M/12-13****MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION****1. CONTRACT SUPERVISION**

- A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of the same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

- A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.
- B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. M/12-13
PROJECT NO. E-3/11- 12

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. 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 and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

B. The Contractor will obtain and keep current during the term of this Contract, 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.

C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of _____ and _____/100 (\$_____) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed _____ dollars and _____/100 (\$_____), except as provided for in Section 2 below.

D. 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.

- E. The minimum information required on all invoices includes:
1. Vendor Name, Mailing Address and Phone Number
 2. Invoice Date
 3. Vendor Invoice Number
 4. City – provided Reference Number (Project No. and Title)
 5. 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 is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.
- F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.
- G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. **ADDITIONAL WORK**

- A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Sections B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B., below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

- B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after

receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

- C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II, shall be prorated from the day the Contractor commences work on the additional areas.
- D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B and C. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).
- E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of _____ for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

- A. Work required in the General or Technical Specification Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General and/or Technical Specification Provisions; submit notifications or reports required by the Contract, for General or Technical Specifications Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Technical Specification Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of

\$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. M/12-13

PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
 ZONE M (MEDIANS)
 MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
 LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

- A. Following approval by both parties, the Contract will commence on _____, and shall terminate _____ () months thereafter.
- B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.
- C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

- D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. M/12-13

PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I - VENDOR INFORMATION

A. COMPANY NAME: TruGreen LandCare

TYPE

- Sole proprietor
- Partnership X
- Corporation

B. COMPANY ADDRESS (STREET) 1666 Marlborough Ave, Bldg. S
(CITY, STATE, ZIP) Riverside, CA 92507

C. COMPANY ADDRESS (MAILING) Same as above
(CITY, STATE, ZIP) _____

D. BUSINESS PHONE NUMBER (with area code) (951) 688-6880

E. SATELLITE OFFICE ADDRESS (if applicable):
N/A

F. SATELLITE OFFICE PHONE NUMBER N/A

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: #970508
class C27/D49

2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 1 month

3. LICENSE EXPIRATION DATE: Feb. 28, 2014

4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes/No

6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: N/A

H. COMPANY'S FEDERAL IDENTIFICATION NO.: 36-4313318

I. NAME AND TITLE(S) OF COMPANY OFFICERS:

TruGreen LandCare L.L.C. - partner
TruGreen Companies L.L.C. - partner

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 28

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 28

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: OVER 200

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 6%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: _____

\$3,600,000 out of Riverside Branch

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: <u>3</u>	AVERAGE WAGE SCALE: \$45-65 /K* ^{Salary}
TECHNICIANS: <u>6</u>	AVERAGE WAGE SCALE: \$ 15.00/Hr.*
FOREMEN: <u>18</u>	AVERAGE WAGE SCALE: \$ 13.75 /Hr.*
LABORERS: <u>42</u>	AVERAGE WAGE SCALE: \$ 8.75 /Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

• TYPE: Dump Truck F450 NUMBER: 6
• TYPE: _____ NUMBER: _____

References:

1. City of Rancho Cucamonga
9153 9th Street
Rancho Cucamonga CA 91730
Don Gentry (909) 477-2700
December 1999 to Present
\$505,000.00 Annually
Square Footage: 45 Acres.
Areas Serviced: LMD's throughout the City

2. Marriott Desert Springs Villas
1091 Pinehurst
Palm Desert CA 92260
Glenn Knorr (760) 779-1291
2005 to Current
\$536,400.00 Annually.
Square Footage: 30 Acres.
Areas Serviced: Common Areas & High Profile Areas.

3. City of Banning
5261 W. Wilson
Banning CA 92220
Carl Szoyska (951) 922-3286
September 4 2005 to Present
\$31,000.00 Annually.
Square Footage: 2.5 Acres.
Areas Serviced: City Hall, Aquatic Center, Police Departments.

- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____

B POWER EQUIPMENT

- TYPE: Mowers 21", 36", 48", 60" NUMBER: 52
- TYPE: Blowers NUMBER: 22
- TYPE: Hedge Trimmers NUMBER: 22
- TYPE: Weedeaters NUMBER: 30

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

- A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
- B. REFERENCE RESPONSES MUST INCLUDE:
1. NAME AND ADDRESS OF AGENCY;
 2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
 3. CONTRACT NAME(S) / NUMBER(S);
 4. ANNUAL CONTRACT AMOUNT(S);
 5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
 6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
 6. LENGTH OF CONTRACT(S).
- C. THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:
1. How many (number) of contracts and years under contract?
 2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
 3. What are/were the Contract amount(s)?
 4. Do/did they have adequate (quantity/quality) staffing?
 5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
 6. Does staff have the ability to comprehend/speak English?
 7. How are/were the appearance, uniforms, and use of safety equipment?
 8. Do/did they have availability of additional personnel for extra work/special projects?
 9. Is/was the equipment used in good working order?
 10. Do/did they have an effective in-company communications system?
 11. How is/was the knowledge of and the project/contract standards?
 12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

- A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

Riverside Office:
 11611 Marlborough Ave, Bldg. S
 Riverside, CA 92507

- B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

Lazer riding mower, 36" walk behind mower,
 21" mower, power edger, hedge trimmers, blowers,
 weedeater, chain saw

2. **Motor Vehicles:**

1- Stake bed F-350
 1- Pick up F-150
 1- Spray Truck F350 w/Bubble tanks

3. **Turf Maintenance Power Equipment/Tools:**

Power edgers & mowers above under equipment

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
 (List both powered and hand equipment/tools)

Vermeer 1800 Chipper
Vermeer Stump Grinder
Hedge trimmers, weedeater

RFP NO. M/12-13

5. Irrigation System Maintenance Equipment:
(List both powered and hand equipment/tools)

Irrigation truck & Rain master
remote controls

6. Fertilizer Application Equipment:
(List both powered and hand equipment/tools)

Lesco Spreader & Belly grinders

7. Pesticide Application Equipment:
(List both powered and hand equipment/tools)

Spray truck with tanks & Lesco Back-Pack

- C. **Staff:** - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**

(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Conrado Sigala - Area Manager
Foreman and Laborers - TBD
Admin Staff

2. **Tree Trimming/Maintenance:**

(List any ISA or equivalent certified personnel)

Rafael Gomez - ISA Certified

3. **Irrigation System Maintenance:**

(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Gilberto Castillo
Pablo Penaloza

4. **Pesticide Application:**

(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Ray Velasquez - QAL 103311

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 71-74 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed scheduled for performing the services as describe in Exhibit A. For those services listed under the Technical Specification Provisions found in Exhibit A, Section 17, and Sections 18 A (Turf Fertilization) and 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for Zone M. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the Zone M areas in the box corresponding to the day of the week/month the work is proposed to be performed.
2. Be sure to include administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the Zone M areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.
2. Be sure to include any administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

ZONE M MONTHLY SCHEDULE SHEETSERVICE SCHEDULE LEVEL 1
PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1	Irrigation - 8 hrs	Mow/Edge - 12 hrs Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	
WEEK #2	Irrigation - 8 hrs	Mow/Edge - 12 hrs Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	
WEEK #3	Irrigation - 8 hrs	Mow/Edge - 12 hrs Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	
WEEK #4	Irrigation - 8 hrs	Mow/Edge - 12 hrs Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	

ZONE M MONTHLY SCHEDULE SHEETSERVICE SCHEDULE LEVEL 2
PROPOSED PROJECT WORK SCHEDULES

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1	Irrigation - 8 hrs	Mow/Edge - 12 hrs Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs		
WEEK #2	Irrigation - 8 hrs	Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs		
WEEK #3	Irrigation - 8 hrs	Trim/Prune - 14 hrs Mow/Edge - 12 hrs Weeding - 4 hrs Litter - 4 hrs		
WEEK #4	Irrigation - 8 hrs	Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs		

ZONE M ANNUAL SCHEDULE SHEETSERVICE SCHEDULE LEVEL 1
PROPOSED PROJECT WORK SCHEDULES

JANUARY	FEBRUARY Turf Fertilization 22-0-6 Scotts Pro turf	MARCH Broadleaf Weed Control Turf Areas
APRIL Shrub & Ground Cover 23-5-10 Best Poly Supreme	MAY	JUNE Turf Fertilization 22-5-5 Best Turf Gold
JULY	AUGUST	SEPTEMBER
OCTOBER Turf Fertilization 22-5-5 Best Turf Gold	NOVEMBER Broadleaf Weed Control Turf areas	DECEMBER

ZONE M ANNUAL SCHEDULE SHEETSERVICE SCHEDULE LEVEL 2
PROPOSED PROJECT WORK SCHEDULES

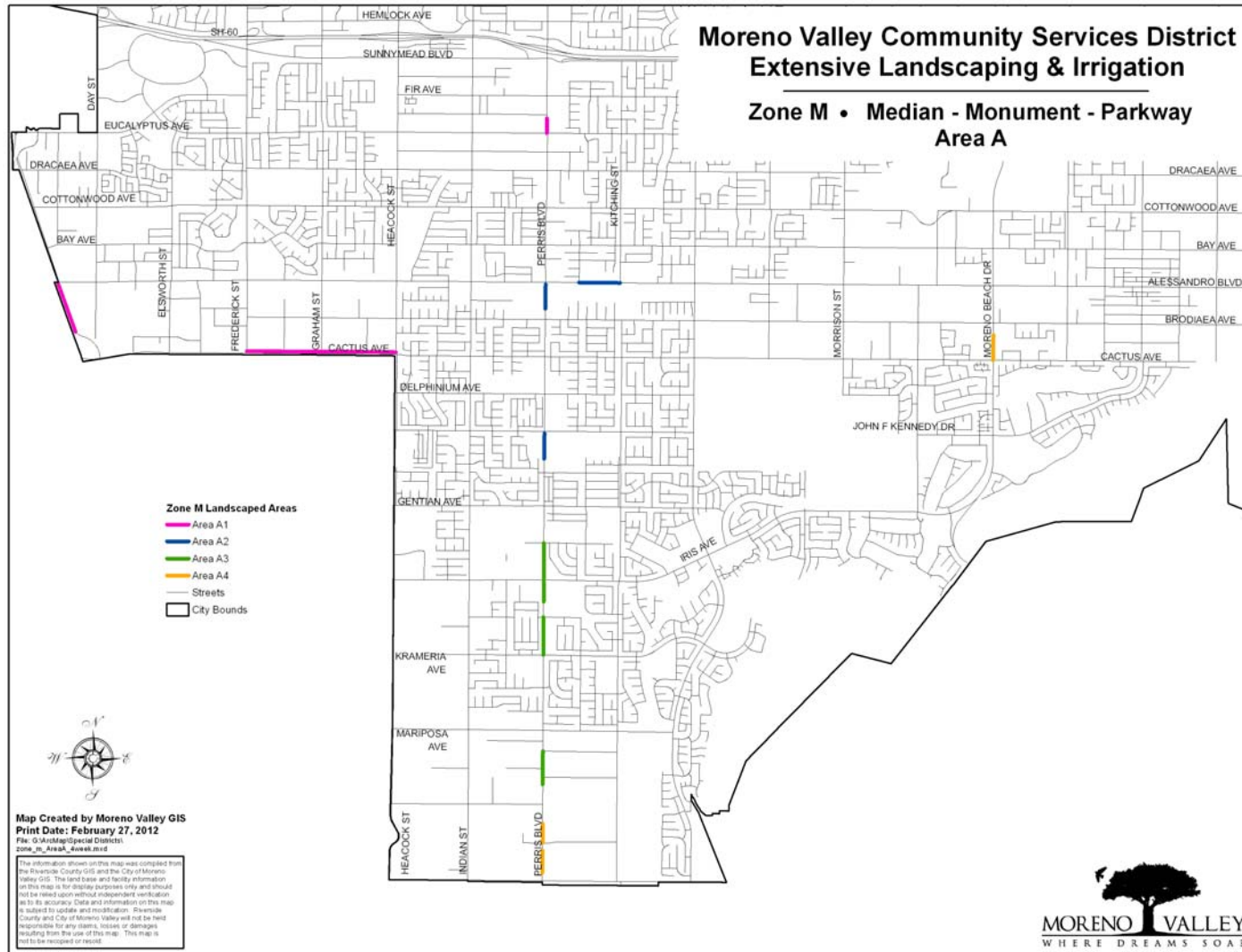
JANUARY	FEBRUARY Turf Fertilization 22-0-6 Scotts Proturf	MARCH Broadleaf Weed Control Turf Areas
APRIL Shrub & Ground Cover 23-5-10 Best Poly Supreme	MAY	JUNE Turf Fertilization 22-5-5 Best Turf Gold
JULY	AUGUST	SEPTEMBER
OCTOBER Turf Fertilization 22-5-5 Best Turf Gold	NOVEMBER Broadleaf Weed Control Turf Areas	DECEMBER

V: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule		
	Level 1 (4 Week)	Level 2 (8 Week)	Level 3 (12 Week)
17.A. Turf Care Mow/edge/trim Aeration	Weekly Bi-annually (Spring & Fall)	Every other week Bi-annually (Spring & Fall)	Every other week Annually (Spring)
17.C. Shrub Care Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)

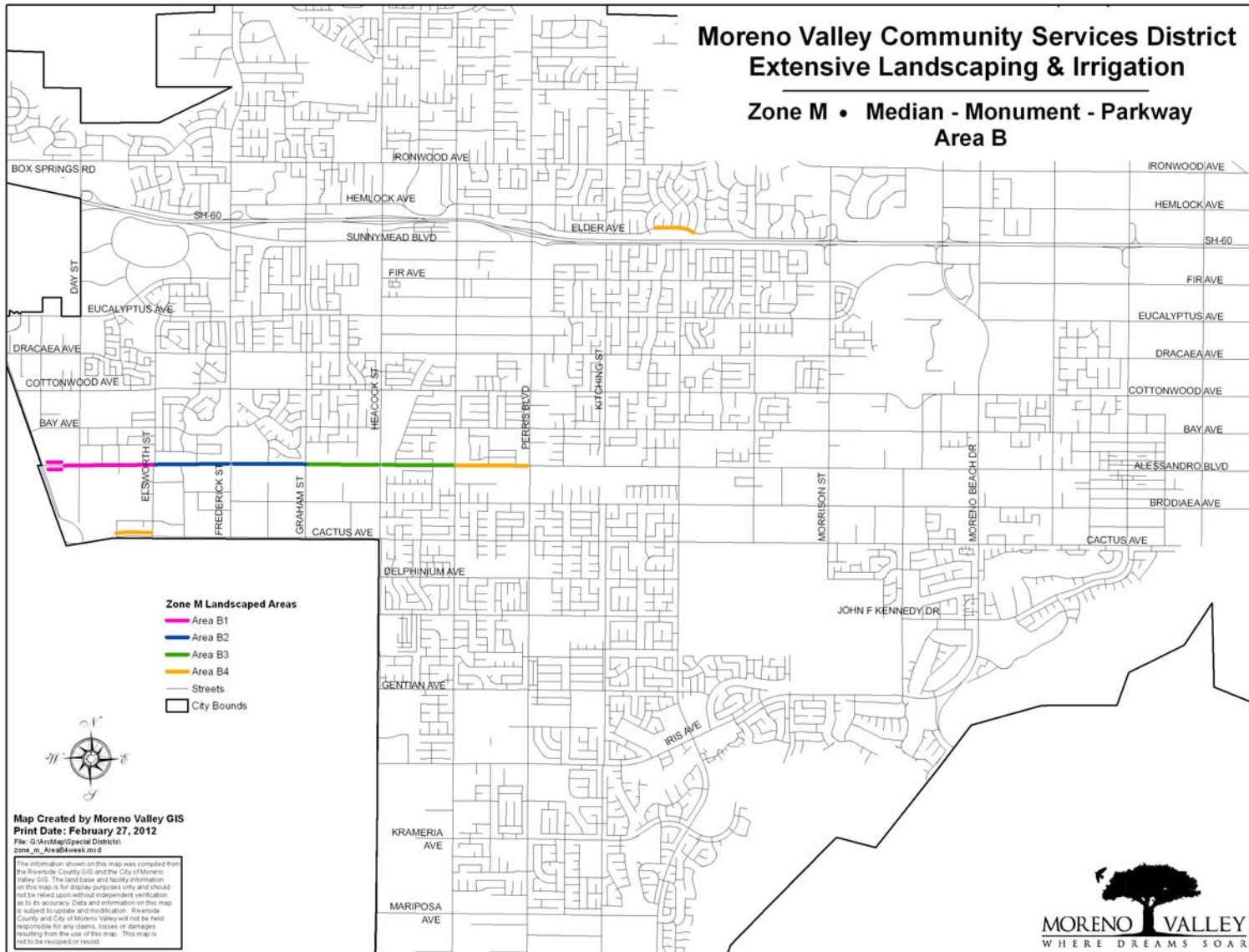
VI: SAMPLE SERVICE SCHEDULES

A. Zone M – 4 WEEK ROTATION

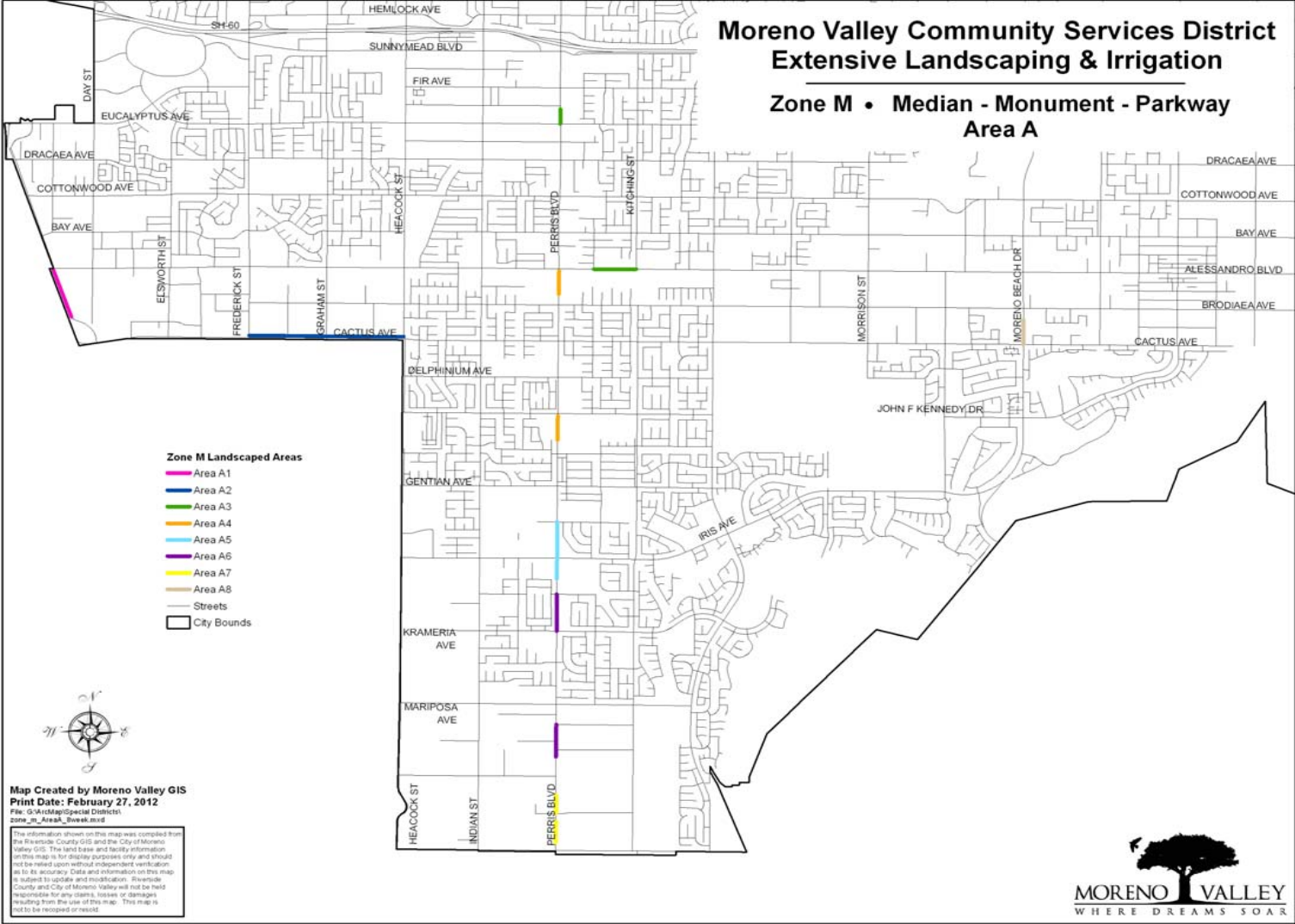


-493-

Item No. B.6



B. Zone M - 8 WEEK ROTATION (Service Schedule Level 2)

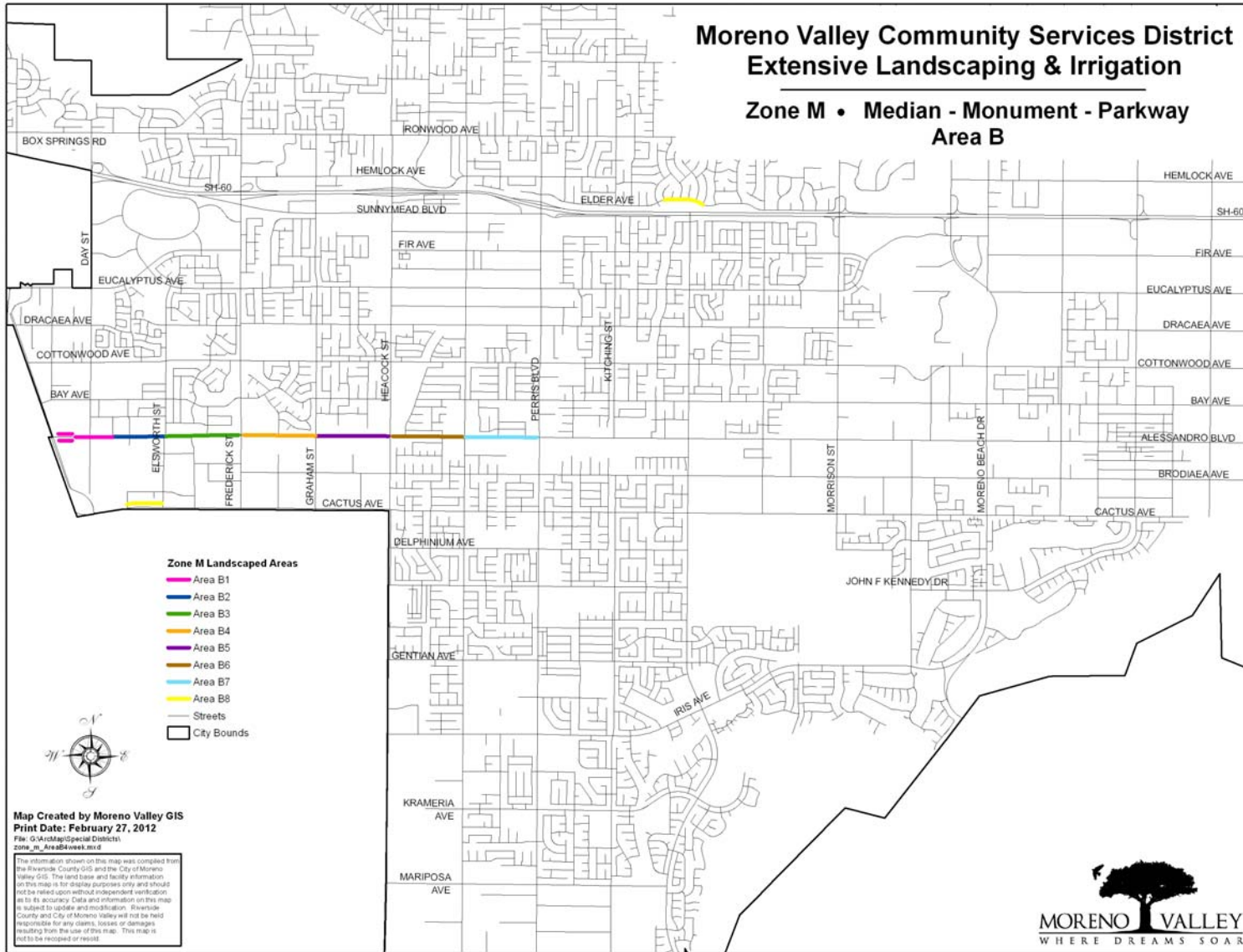


-495-

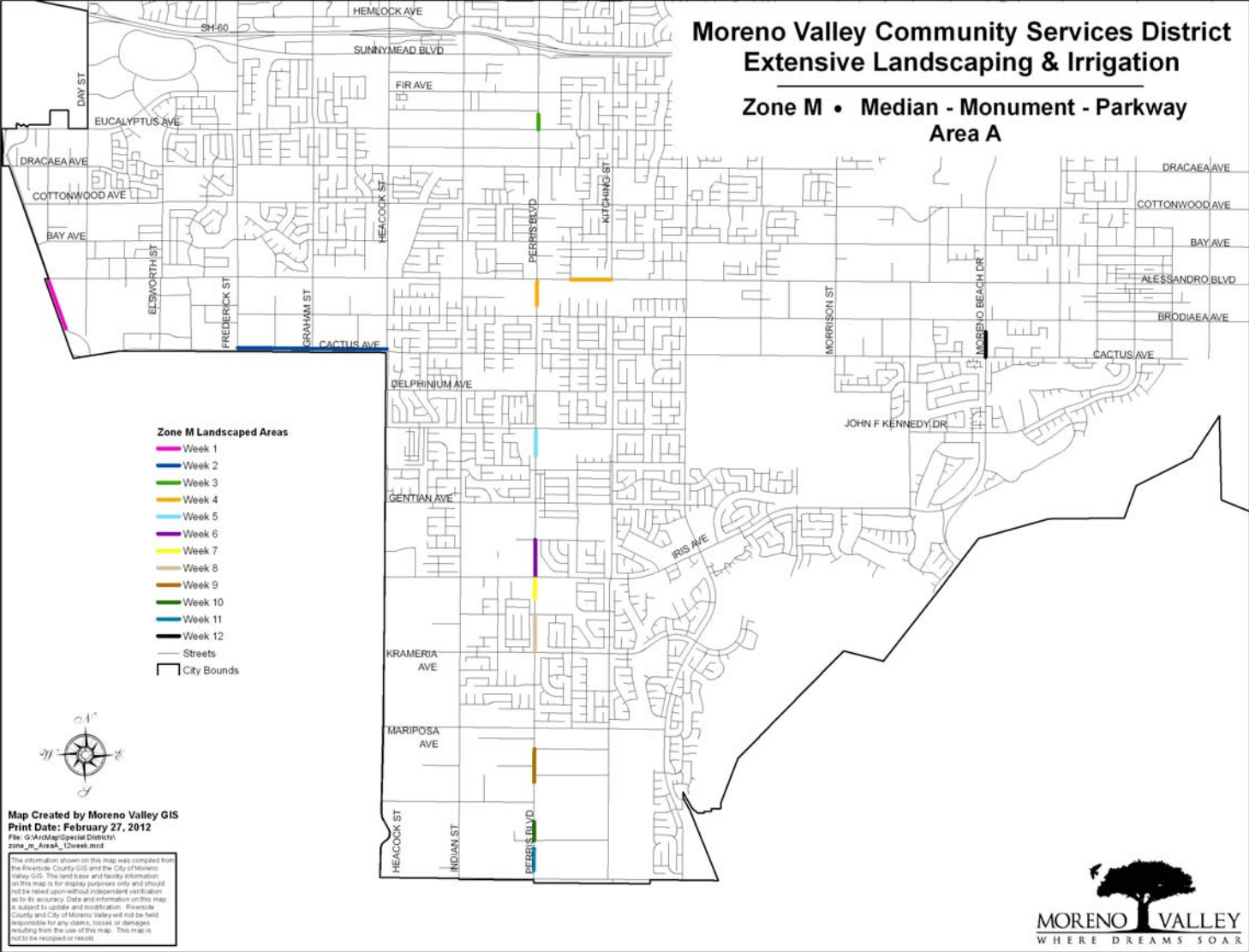
Item No. B.6

Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone M • Median - Monument - Parkway Area B

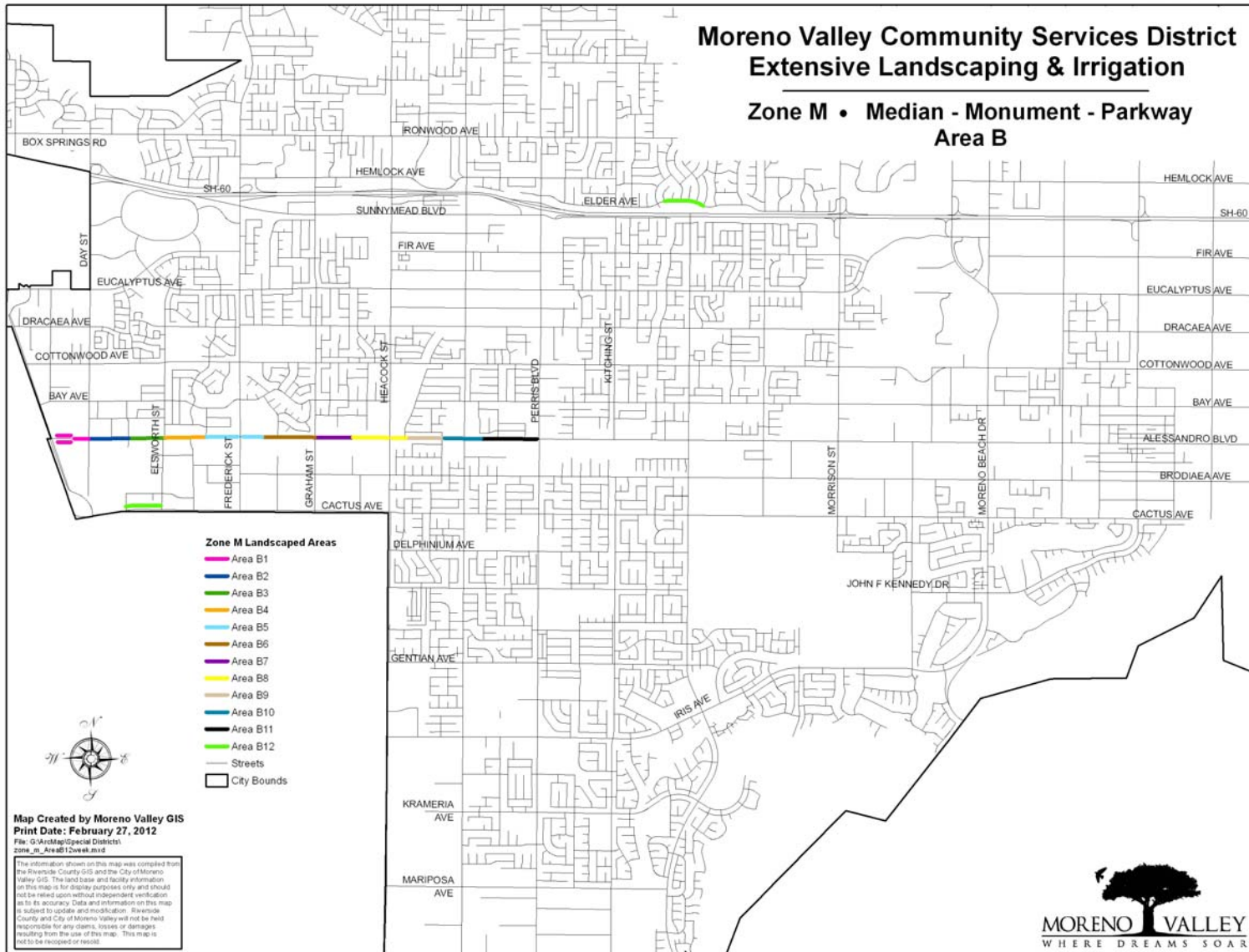


C. Zone M - 12 WEEK ROTATION (Service Schedule Level 3)



-497-

Item No. B.6



VII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Growpower Fertilizer	3500 lbs.	\$2,050.00
Best 23-5-10 Poly Supreme	3500 lbs.	\$1,800.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Riverdale Razor-Pro	28 gal	\$550.00
Fusilade - Post grass control	3 qt.	\$250.00
Ronstar - Pre-Emergent	35 bags	\$3,070.00
Snail Bait	200 lbs.	\$475.00

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

In the field - 6:30 - 5:00 pm Area Manager - cell phone
 Office - 7:00 am - 4:30 pm Office Staff
 After Hours - 5:00 pm - 8:00 am Emergency phone #

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

TruGreen Workzone Safety Program- All employees are Certified (Safety Coordinator- Ray Velasquez) does weekly on site Safety inspections and tailgate meetings. Traffic cones & arrow boards are used as needed.

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Industries
1850 Aqua Mansa Rd.
Riverside, CA 92509
(951) 685-5516

IX. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:


Name, License, and Classification No.	Place of Business and Telephone	Description of Work
N/A		

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

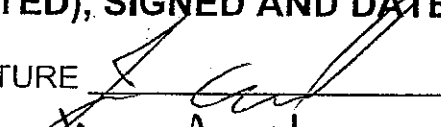
SIGNATURE 
PRINTED NAME Jim Angel
TITLE Branch Manager
COMPANY NAME TruGreen LandCare
DATE March 28, 2012

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and TruGreen LandCare, and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind TruGreen LandCare to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE 

NAME Jim Angel

TITLE Branch Manager

COMPANY NAME TruGreen LandCare

DATE March 28, 2012

I. SCHEDULE II

BID SCHEDULE

PROPOSER:

TruGreen LandCare

(Company Name)

A. SERVICE SCHEDULES Level 1 – Current Service for Area A

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd Flaming Arrow Drive to Kitching Street	Planter: 17,470 sq. ft.	\$ 322.31	\$ 3,867.74
Old Hwy 215 South of Alessandro Blvd	Planter: 4,328 sq. ft.	\$ 79.85	\$ 958.19
Perris Blvd. South of Alessandro Blvd.	Planter: 751 sq. ft.	\$ 13.86	\$ 166.27
Perris Blvd. North of Iris Ave.	Planter: 2,200 sq. ft.	\$ 40.59	\$ 487.06
Perris Blvd. North of Krameria Ave.	Planter: 3,324 sq. ft.	\$ 61.33	\$ 735.91
Perris Blvd. at San Michele Rd.	Planter: 5,335 sq. ft.	\$ 98.43	\$ 1,181.13
Perris Blvd. North of Globe St.	Planter: 4,110 sq. ft.	\$ 75.83	\$ 909.93
Perris Blvd. South of Globe St.	Planter: 4,950 sq. ft.	\$ 91.32	\$ 1,095.90
Perris Blvd. North of Eucalyptus Ave.	Planter: 1,760 sq. ft.	\$ 32.47	\$ 389.65
Perris Blvd. South of Iris Ave.	Planter: 5,838 sq. ft.	\$ 107.71	\$ 1,292.49
South side of Elder Ave. from Greenville Ave to Brewster Dr.	Planter: 7,471 sq. ft.	\$ 137.84	\$ 1,654.03
Cactus Ave. Between Frederick St. & Heacock St	Planter: 31,232 sq. ft.	\$ 576.21	\$ 6,914.55
Moreno Beach Dr. North of Cactus Ave.	Planter: 9,396 sq. ft.	\$ 173.35	\$ 2,080.21
Perris Blvd. South of John F. Kennedy Dr.	Planter: 5,535 sq. ft.	\$ 102.12	\$ 1,225.41
Service Schedule Level 1 Area A Sub-Total		\$ 1,913.21	\$ 22,958.47
Cost per sq. ft., per occurrence Level 1 Area A			\$ 0.01845

1

B. SERVICE SCHEDULE Level 2 - Current Service for Area B

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd. & Old Hwy 215 Monuments,	Planter: 12,418 sq. ft.	\$ 229.11	\$ 2,749.26
	Turf: 5,477 sq. ft.	\$ 101.05	\$ 1,212.57
Alessandro Blvd. & Old Hwy 215 to Frederick Street	Planter: 39,098 sq. ft.	\$ 721.34	\$ 8,656.03
	Turf: 21,325 sq. ft.	\$ 393.43	\$ 4,721.21
Alessandro Blvd. & Frederick Street to Heacock Street	Planter: 33,880 sq. ft.	\$ 625.07	\$ 7,500.80
	Turf: 34,565 sq. ft.	\$ 637.70	\$ 7,652.45
Alessandro Blvd. & Heacock Street to Perris Boulevard	Planter: 15,609 sq. ft.	\$ 287.98	\$ 3,455.73
Cactus Avenue west of Elsworth Street	Planter: 2,500 sq. ft.	\$ 46.12	\$ 553.48
Service Schedule Level 2 Area B Sub-Total		\$ 3,041.80	\$ 36,501.53
Cost per sq. ft., per occurrence Level 2 Area B		\$ 0.01845	

Service Schedule Level 1 (Area A) & Level 2 (Area B) Cumulative Total	\$ 4,955.00	\$ 59,460.00
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The Total Amount of the Service Proposal shall be the cumulative total of Section A and B's cost per twelve month column, as listed on pages 87 & 88, which is based on the current service levels for the areas as identified herein Sections A & B of Schedule II:

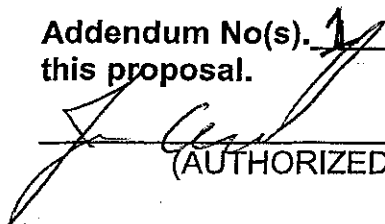
Figures: 59,460 and 00 /100's Dollars

Words: Fifty Nine thousand four hundred sixty and 00 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Specification Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median-monument-parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1 has/have been received and is/are made a part of this proposal.



Branch Manager March 28, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

C. OPTIONAL SERVICE LEVELS*

*Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 74. At the discretion of the Community Services District, an optional level of service other than the current service level may be requested. **PLEASE INCLUDE COSTS TO PROVIDE MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED ON PAGES 87 and 88.**

- **Service Schedule Level 2 – Optional Service for Area A**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd Flaming Arrow Drive to Kitching Street	Planter: 17,470 sq. ft.	\$ 290.08	\$ 3,480.96
Old Hwy 215 South of Alessandro Blvd	Planter: 4,328 sq. ft.	\$ 71.86	\$ 862.37
Perris Blvd. South of Alessandro Blvd.	Planter: 751 sq. ft.	\$ 12.47	\$ 149.64
Perris Blvd. North of Iris Ave.	Planter: 2,200 sq. ft.	\$ 36.53	\$ 438.36
Perris Blvd. North of Krameria Ave.	Planter: 3,324 sq. ft.	\$ 55.19	\$ 662.32
Perris Blvd. at San Michele Rd.	Planter: 5,335 sq. ft.	\$ 88.58	\$ 1,063.22
Perris Blvd. North of Globe St.	Planter: 4,110 sq. ft.	\$ 68.24	\$ 818.93
Perris Blvd. South of Globe St.	Planter: 4,950 sq. ft.	\$ 82.19	\$ 986.31
Perris Blvd. North of Eucalyptus Ave.	Planter: 1,760 sq. ft.	\$ 29.22	\$ 350.69
Perris Blvd. South of Iris Ave.	Planter: 5,838 sq. ft.	\$ 96.94	\$ 1,163.24
South side of Elder Ave. from Greenville Ave to Brewster Dr.	Planter: 7,471 sq. ft.	\$ 124.05	\$ 1,488.63
Cactus Ave. Between Frederick St. & Heacock St	Planter: 31,232 sq. ft.	\$ 518.59	\$ 6,223.10
Moreno Beach Dr. North of Cactus Ave.	Planter: 9,396 sq. ft.	\$ 156.02	\$ 1,872.19
Perris Blvd. South of John F. Kennedy Dr.	Planter: 5,535 sq. ft.	\$ 91.91	\$ 1,102.87
Service Schedule Level 2 Area A Sub-Total		\$ 1,721.89	\$ 20,662.62
Cost per sq. ft., per occurrence Level 2 Area A			\$ 0.0166

• Service Schedule Level 3 – Optional Service for Area A

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd Flaming Arrow Drive to Kitching Street	Planter: 17,470 sq. ft.	\$ 273.96	\$ 3,287.58
Old Hwy 215 South of Alessandro Blvd	Planter: 4,328 sq. ft.	\$ 67.87	\$ 814.46
Perris Blvd. South of Alessandro Blvd.	Planter: 751 sq. ft.	\$ 11.78	\$ 141.33
Perris Blvd. North of Iris Ave.	Planter: 2,200 sq. ft.	\$ 34.50	\$ 414.01
Perris Blvd. North of Krameria Ave.	Planter: 3,324 sq. ft.	\$ 52.13	\$ 625.52
Perris Blvd. at San Michele Rd.	Planter: 5,335 sq. ft.	\$ 83.66	\$ 1,003.96
Perris Blvd. North of Globe St.	Planter: 4,110 sq. ft.	\$ 64.45	\$ 773.44
Perris Blvd. South of Globe St.	Planter: 4,950 sq. ft.	\$ 77.63	\$ 931.51
Perris Blvd. North of Eucalyptus Ave.	Planter: 1,760 sq. ft.	\$ 27.60	\$ 331.20
Perris Blvd. South of Iris Ave.	Planter: 5,838 sq. ft.	\$ 91.55	\$ 1,098.62
South side of Elder Ave. from Greenville Ave to Brewster Dr.	Planter: 7,471 sq. ft.	\$ 117.16	\$ 1,405.92
Cactus Ave. Between Frederick St. & Heacock St	Planter: 31,232 sq. ft.	\$ 489.78	\$ 5,877.37
Moreno Beach Dr. North of Cactus Ave.	Planter: 9,396 sq. ft.	\$ 147.35	\$ 1,768.18
Perris Blvd. South of John F. Kennedy Dr.	Planter: 5,535 sq. ft.	\$ 86.80	\$ 1,041.60
Service Schedule Level 3 Area A Sub-Total		\$ 1,626.22	\$ 19,514.70
		Cost per sq. ft., per occurrence Level 3 Area A	\$ 0.0157

2

• Service Schedule Level 2 – Optional Service for Area B

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd. & Old Hwy 215 Monuments	Planter: 12,418 sq. ft.	\$ 206.19	\$ 2,474.33
	Turf: 5,477 sq. ft.	\$ 90.94	\$ 1,091.31
Alessandro Blvd. & Old Hwy 215 to Frederick Street	Planter: 39,098 sq. ft.	\$ 649.20	\$ 7,790.43
	Turf: 21,325 sq. ft.	\$ 354.09	\$ 4,249.09
Alessandro Blvd. & Frederick Street to Heacock Street	Planter: 33,880 sq. ft.	\$ 562.56	\$ 6,750.72
	Turf: 34,565 sq. ft.	\$ 573.93	\$ 6,887.21
Alessandro Blvd. & Heacock Street to Perris Boulevard	Planter: 15,609 sq. ft.	\$ 259.18	\$ 3,110.15
Cactus Avenue west of Elsworth Street	Planter: 2,500 sq. ft.	\$ 41.51	\$ 498.13
Service Schedule Level 2 Sub-Total		\$ 2,737.62	\$ 32,851.38
Cost per sq. ft., per occurrence Level 1 Area B			\$ 0.0166

• Service Schedule Level 3 – Optional Service for Area B

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd. & Old Hwy 215 Monuments	Planter: 12,418 sq. ft.	\$ 194.74	\$ 2,336.87
	Turf: 5,477 sq. ft.	\$ 85.89	\$ 1,030.68
Alessandro Blvd. & Old Hwy 215 to Frederick Street	Planter: 39,098 sq. ft.	\$ 613.14	\$ 7,357.62
	Turf: 21,325 sq. ft.	\$ 334.42	\$ 4,013.03
Alessandro Blvd. & Frederick Street to Heacock Street	Planter: 33,880 sq. ft.	\$ 531.31	\$ 6,375.68
	Turf: 34,565 sq. ft.	\$ 542.05	\$ 6,504.59
Alessandro Blvd. & Heacock Street to Perris Boulevard	Planter: 15,609 sq. ft.	\$ 244.78	\$ 2,937.37
Cactus Avenue west of Elsworth Street	Planter: 2,500 sq. ft.	\$ 39.21	\$ 470.46
Service Schedule Level 3 Sub-Total		\$ 2,585.53	\$ 31,026.30
Cost per sq. ft., per occurrence Level 3 Area B			\$ 0.0157

PROPOSER: TruGreen LandCare
(Company Name)

[Signature] Branch Manager March 28, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ADDITIONAL WORK PRICE LIST**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

Prices for Additional Work, and Routine Irrigation Repair, include, but are not limited to: Exhibits A and C.

1. UNIT PRICES (Includes all labor and materials)

a. 1 gal. shrub/vine/ground cover in place	@ \$	<u>8.00</u>	ea
b. 5 gal. shrub/vine/ground cover in place	@ \$	<u>25.00</u>	ea
c. 5 gal. tree in place (stakes included)	@ \$	<u>32.00</u>	ea
d. 15 gal. tree in place (stakes included)	@ \$	<u>80.00</u>	ea
e. 24" box tree in place (stakes included)	@ \$	<u>275.00</u>	ea
f. 36" box tree in place (stakes included)	@ \$	<u>675.00</u>	ea
g. Flat of ground cover in place	@ \$	<u>23.00</u>	ea
h. Fertilizer application	@ \$	<u>0.004</u>	/sq. ft.
i. Planter bed mulch in place	@ \$	<u>37.00</u>	/cu. yd.
j. Additional labor	@ \$	<u>30.00</u>	/man hour
k. Additional irrigation technician	@ \$	<u>55.00</u>	/man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additional Landscape Areas per Exhibit C, Section 2 shall be as follows:

a. Per Schedule II, Sections A or B cost per sq. ft., per occurrence depending upon the area in which additional work will be added.

Or

b. Per Schedule II, Section C as follows:

1. Per Schedule II, Section C, Service Schedule, Level 2, Optional Service cost per sq. ft., per occurrence for Area A. \$0.0166

2. Per Schedule II, Section C, Service Schedule, Level 3, Optional Service cost per sq. ft., per occurrence for Area A. \$0.0157

3. Per Schedule II, Section C, Service Schedule, Level ~~1~~², Optional Service cost per sq. ft., per occurrence for Area B. \$0.0166

4. Per Schedule II, Section C, Service Schedule, Level 3, Optional Service cost per sq. ft., per occurrence for Area B. \$0.0157

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Trugreen LandCare

(Company Name)

Branch Manager March 28, 2012

(AUTHORIZED SIGNATURE AND TITLE)

(DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

Fifty Nine thousand Four Hundred Sixty 00/100
(Dollar Amount in Words)
\$ \$59,460.00
(Dollar Amount in Figures)

Date: _____

Proposer: TryGreen Land Care
(Company Name)

By: [Signature]
(Signature)

Title: Branch Manager

State License Number and Classification: 970508 C27/D49

If a corporation, complete the following: N/A

INCORPORATED UNDER LAWS OF THE STATE OF _____

(Corporate Seal) PRESIDENT _____

SECRETARY _____

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for 10%, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated March 28, 2012

Signature of Proposer _____

By Jim Angel, Branch Manager

Address of Proposer 1616 Marlborough Ave, Bldg 5.
Riverside, CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Company:

Partners: TruGreen LandCare L.L.C.
TruGreen Companies L.L.C.

(If a Corporation)

Signature of Proposer 

By _____

Title _____

Business Address _____

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of

State License Number and Classification

PRESIDENT

SECRETARY

TREASURER

(Corporate Seal)

TRUGREEN LandCaresm

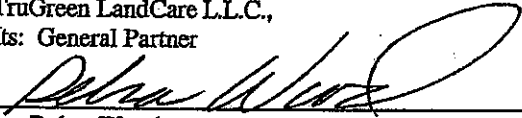
DESIGNATION OF REPRESENTATIVE

I, Debra Wood, Chief Financial Officer of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Jim Angel, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contract for Moreno Valley Community Services District R.F.P. #M/12-13 - Maintenance of Median-Monument-Parkway Landscaping and Irrigation entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on March 28, 2013.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

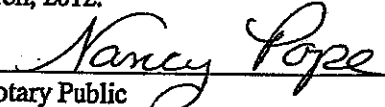
By: 
Debra Wood
Chief Financial Officer

Dated: March 28, 2012

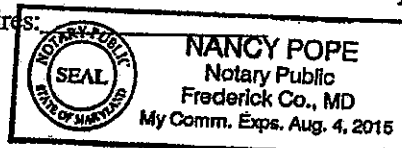
STATE OF Maryland }
COUNTY OF Frederick }

Before me, Nancy Pope, a Notary Public for said State and County, personally appeared DEBRA WOOD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged herself to be the Chief Financial Officer of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainer, a California general partnership, and that she as such Chief Financial Officer, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of March, 2012.


Notary Public

My Commission Expires:



IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP, as principals, and LIBERTY MUTUAL INSURANCE COMPANY, a duly authorized corporate surety: Business Address 790 THE CITY DRIVE SOUTH, SUITE 200, ORANGE CA 92868

Phone (714) 634-5714, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of TEN PERCENT OF TOTAL BID AMOUNT Dollars, (\$10% OF TOTAL BID), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal~~(s)~~ (is) (~~are~~) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. M/12-13 -, ZONE M (MEDIANS) MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of ONE HUNDRED DOLLARS PER WORKING DAY Dollars,

(\$ 100.00/WORKING DAY), as liquidated damages for such failure and neglect.

WITNESS our hands this 28TH day of MARCH, 2012.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL

TRUGREEN LANDCARE, A CALIFORNIA GENERAL
Name: PARTNERSHIP

Address: 1616 MALBOROUGH AVE., BUILDING S

RIVERSIDE, CA 92507

Tel. No.: (909) 721-8464

By: *Heather Win*
HEATHER WIN, ATTORNEY-IN-FACT

CORPORATE SURETY

Name: LIBERTY MUTUAL INSURANCE COMPANY

Address: 790 THE CITY DRIVE SOUTH, SUITE 200

ORANGE, CA 92868

Tel. No.: (714) 634-5714

By: *Janina Monroe*
JANINA MONROE, Attorney-in-Fact

SIGNING INSTRUCTIONS

- 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 attached Notary Certificates for the Attorney-in-Fact and the Principal.
- The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES

On MARCH 28, 2012 before me, MISTY DAWN WRIGHT, NOTARY PUBLIC
Date Here insert Name and Title of the Officer

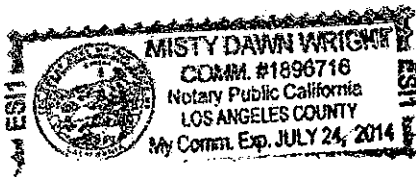
personally appeared HEATHER WIN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xxx subscribed to the within instrument and acknowledged to me that ~~xx~~she/~~xxx~~ executed the same in ~~xxx~~her/~~xxx~~ authorized capacity(ies), and that by ~~xxx~~her/~~xxx~~ signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) 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 Misty Dawn Wright
Signature of Notary Public MISTY DAWN WRIGHT



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: BID BOND FOR TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP

Document Date: MARCH 28, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: NONE

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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On MARCH 28, 2012 before me, MISTY DAWN WRIGHT, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared JANINA MONROE

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(X) whose name(X) is/XXX subscribed to the within instrument and acknowledged to me that XX/she/XXX executed the same inXXX/her/XXX authorized capacity(ies), and that by XXX/her/XXX signature(X) on the instrument the person(X), or the entity upon behalf of which the person(X) 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

MISTY DAWN WRIGHT



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: BID BOND FOR TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP

Document Date: MARCH 28, 2012

Number of Pages: _____

Signer(s) Other Than Named Above: NONE

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: _____

TRUGREEN LandCare™

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to \$1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE

LOCATION

Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Jeremy Yeung	Lockton Insurance Brokers LLC-Los Angeles
Alan M. Weiss	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES

FEDERAL EMPLOYER IDENTIFICATION NUMBER

TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, JEREMY YEUNG, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA.....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**..... DOLLARS (\$ **50,000,000.00**.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 21st day of June, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

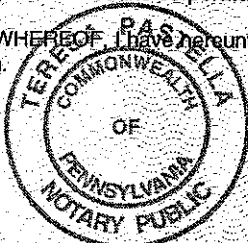
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 21st day of June, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this MAR 28 2012 day of



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)S Riverside

(NAME) James Angel, affiant
being first duly sworn, deposes and says:

That he or she is Branch Manager of
(sole owner, partner or other proper title)

TruGreen LandCare the party making the
(Contractor)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: TruGreen LandCare

Bidder's Address: 1616 Marlborough Ave, Bldg. S
Riverside, CA 92507

Telephone No.: (951) 688-6880

James Angel
(Signature of Bidder)

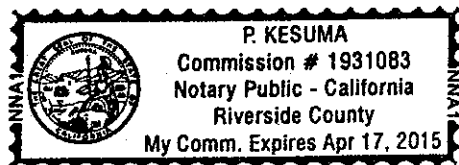
Branch Manager
(Title)

ALL SIGNATURES MUST BE NOTARIZED

State of California
County of RIVERSIDE
Subscribed and sworn to (or affirmed) before me on this 28th
day of MARCH 2012 by JAMES ANGEL

proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

Signature P. Kesuma



APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1

ISSUE DATE: February 22, 2008

EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight-Time	Overtime	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	\$8.00	-	-	^a 0.115	0.17	-	8	^b 8.285	^b 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	^c 0.16	0.17	-	8	^b 8.33	^b 12.33
	10.00	-	-	^d 0.27	0.46	-	8	^b 10.73	^b 15.73
Los Angeles	8.00	0.89	-	^e 0.115	0.14	-	8	^b 9.145	^b 13.145
Orange	8.00	-	-	^f 0.11	0.11	-	8	^b 8.22	^b 12.22
Riverside	8.00	-	-	^g 0.20	0.16	-	8	^b 8.36	^b 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	^k 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	^l 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	^h 0.12	0.12	-	8	^b 8.24	^b 12.24
	8.00	-	-	ⁱ 0.13	0.13	-	8	^b 8.26	^b 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	^j 0.19	0.26	-	8	^b 11.42	^b 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

^a \$0.22 after 3 years of service.

^f \$0.22 after 4 years of service.

^b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

^g \$0.40 after 3 years of service.

^h \$0.23 after 2 years of service.

^c \$0.31 after 2 years of service.

ⁱ \$0.27 after 2 years of service.

^j \$0.38 after 3 years of service.

^d \$0.54 after 2 years of service; \$0.81 after 3 years of service.

^k \$0.29 after 2 years of service.

^e \$0.24 after 3 years of service; \$0.37 after 7 years of service.

^l \$0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

18C

APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

**MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT**

PROJECT NO. _____

MONTH OF _____, 20____

MAINTENANCE <ul style="list-style-type: none"> • DATE(S) • AREA • <u>SERVICE TYPE:</u> MOW/EDGE TRIM/PRUNE- WEED LITTER- IRRIGATION ETC.	FERTILIZER <ul style="list-style-type: none"> • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP 	PESTICIDES <ul style="list-style-type: none"> • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST 	COMPLAINTS <ul style="list-style-type: none"> • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION 	HAZARDS <ul style="list-style-type: none"> • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

-523-

Item No. B.6

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR MONTH OF _____, 20____

CONTROLLER NO. _____

STATION NO. _____ PROJECT NO. _____

	<u>DATE(S) CHECKED</u>	<u>PROBLEM(S) IDENTIFIED</u>	<u>CORRECTIVE ACTIONS</u> <ul style="list-style-type: none"> • DATE CORRECTED • CORRECTIVE ACTION DETAILS 	<u>HAZARDS</u> <ul style="list-style-type: none"> • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX C: GREENWASTE REPORT FORM

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR**

MONTH: _____ **YEAR:** _____

1. **Source of greenwaste (Project No./Location):** _____

2. **Amount of greenwaste generated from above source (by weight):**
_____ **LBS. -or- TONS.**
3. **Name, address, and phone number of recycle accepting greenwaste:**
 - **Company Name:** _____
 - **Address:** _____

 - **Phone Number: (_____)** _____
4. **Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight):**
_____ **LBS. -or- TONS.**
5. **Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):**

6. **Number of times turf mowed this month:** _____
7. **Number of times turf mowed without clippings caught:** _____

CONTRACTOR: _____

ADDRESS: _____

PHONE: (_____) _____

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March 20, 2012

ADDENDUM NO. 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
RFP NO. M/12-13
PROJECT NO. M/12-13**

**MAINTENANCE OF MEDIAN-MONUMNET-PARKWAY
LANDSCAPING AND IRRIGATION**

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 1 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 1, this addendum shall govern.

Attachment 5

CONTRACT DOCUMENT CHANGES

- INSTRUCTION TO PROPOSERS, Section A, GENERAL, second paragraph, page 5. Change in proposal submission date **from THURSDAY, MARCH 22, 2012 to WEDNESDAY, MARCH 28, 2012.**

INSTRUCTION TO PROPOSERS

RFP NO. M/12-13

PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

A. GENERAL

Proposals under these specifications shall be submitted on the Proposal Submittal Documents (Exhibit E) furnished herewith. When presented, they must be fully completed in the manner and form indicated therein, showing clearly and legibly the proposed prices in both words and numerals, and must be properly signed and where required notarized by the proposer, and include Proposer's address, telephone number, and California Contractor's License Number, and Classification. The Board of Directors of the Moreno Valley Community Services District ("District") reserves the right to reject any proposal which does not furnish all of the above information.

Proposal submissions will be received **No later than 2:00P.M., THURSDAY, MARCH 22, 2012 WEDNESDAY, MARCH 28, 2012.** Proposals should be submitted as follows in two separate sealed envelopes:

The first envelope should include **one (1) original and two (2) copies** of the information as requested in Exhibit "E" Proposal Submittal Documents, Schedule I; and the 'Check-Off' list, as identified on page 4. The envelope must be clearly labeled: "RESPONSE TO REQUEST FOR PROPOSAL – PROJECT NO. M/12-13 – MORENO VALLEY COMMUNITY SERVICES DISTRICT – SCHEDULE I – **DO NOT OPEN WITH REGULAR MAIL**"

The second envelope should include **one (1) original and two (2) copies** of the information as requested in Exhibit "E" Proposal Submittal Documents, Schedule II; and include all items as listed under the SCHEDULE II heading as identified on the 'Check-Off' list on page 4. The envelope must be clearly labeled: "RESPONSE TO REQUEST FOR PROPOSAL - PROJECT NO. M/12-13 - MORENO VALLEY COMMUNITY SERVICES DISTRICT – SCHEDULE II - **DO NOT OPEN WITH REGULAR MAIL.**"

IMPORTANT

IDENTIFYING YOUR RESPONSE

The Request for Proposal (RFP) must be visibly shown on the outside of both proposal submission envelopes as noted above.

ON-TIME RECEIPT OF YOUR RESPONSE

The responsibility of ensuring that your time-sensitive proposal submission is received by the City of Moreno Valley, City Clerk's office prior to the due date and time as stated in the RFP, rests solely with the sender. You may hand deliver your documents 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, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority assume no responsibility for proposals, which arrive at the City office beyond the stated due date and time as stated in the Notice Requesting Proposals.



March 22, 2012

ADDENDUM NO. 2

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
RFP NO. M/12-13
PROJECT NO. M/12-13**

**MAINTENANCE OF MEDIAN-MONUMNET-PARKWAY
LANDSCAPING AND IRRIGATION**

The changes, omissions, and/or additions to the contract documents as noted on the attached shall apply to proposals made for and to the execution of the various parts of the work affected thereby; all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with Addendum No. 2 and all trades shall be fully advised in the performance of the work, which will be required of them.

In case of conflict between the contract documents and this Addendum, Addendum No. 2, this addendum shall govern.

CONTRACT DOCUMENT CHANGES

- EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS, IV: PROPOSED PROJECT WORK SCHEDULES, First paragraph, page 69. Change reference of Pages 71-74 to Pages 70-73 contain blank Monthly and Annual Schedule Sheets.
- EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS, V: FREQUENCY OF SERVICE TABLE, page 74. **Added 19 C. 1. (a) Ground covers, shrubs, & trees – Pesticide usage criteria for Service schedule levels 1, 2 and 3**, which refer to Exhibit A, Section 19, C., 1 (a) on page 51.

IV: PROPOSED PROJECT WORK SCHEDULES

Pages **70-73** ~~71-74~~ contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedule for performing the services as describe in Exhibit A. For those services listed under the Technical Specification Provisions found in Exhibit A, Section 17, and Sections 18 A (Turf Fertilization) and 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for Zone M. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the Zone M areas in the box corresponding to the day of the week/month the work is proposed to be performed.
2. Be sure to include administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

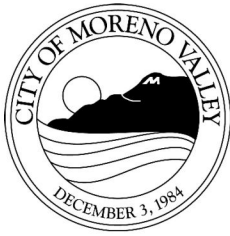
1. List all tasks specified to be performed for the Zone M areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.
2. Be sure to include any administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

I: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care			
Mow/edge/trim	Weekly	Every other week	Every other week
Aeration	Bi-annually (Spring & Fall)	Bi-annually (Spring & Fall)	Annually (Spring)
17.C. Shrub Care			
Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover			
Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control			
Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter			
Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Ground covers, shrubs & trees - Pesticide usage criteria	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*

* specification of month to be approved by Director in advance of application

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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 and City Council acting in their capacities as the President and Board of Directors of the Moreno Valley Community Services District; the Successor Agency to the Community Redevelopment Agency of Moreno Valley; and the Moreno Valley Housing Authority

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: June 12, 2012

TITLE: APPROVE BUDGETS AND BUDGET AMENDMENTS TO THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2012/13

RECOMMENDED ACTION

The Finance Subcommittee recommends that the City Council:

1. Adopt Resolution No. 2012-49, approving Amendments to the Revised Operating Budget for the City of Moreno Valley for FY 2012/13, pursuant to the appropriations and Position Control Roster presented in Exhibits A through C to the Resolution;
2. Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2012-19, approving Amendments to the Revised Operating Budget for the Moreno Valley Community Services District for FY 2012/13, pursuant to the appropriations and Position Control Roster presented in Exhibits A through C to the Resolution;
3. Acting in its capacity as the Successor Agency to the Community Redevelopment Agency of Moreno Valley, adopt Resolution No. 2012-50, establishing a budget for the Successor Agency for FY 2012/13; pursuant to the appropriations presented in Exhibit A to the Resolution; and
4. Acting in its capacity as the Moreno Valley Housing Authority, adopt Resolution No. 2012-06, establishing a budget for the Housing Authority for FY 2012/13; pursuant to the appropriations presented in Exhibit A to the Resolution.

BACKGROUND

In April, 2011, the City Council adopted a 3-Year Deficit Elimination Plan (DEP) with the goal of effectively addressing a projected \$14 million deficit. Implementing the fiscal actions established for the first two years of the DEP, the City Council adopted a two-year operating budget on June 14, 2011 for Fiscal Years 2011/12 and 2012/13. On April 24, 2012, the City Council approved budget adjustments which reflected a 1.4% decrease from the total Approved General Fund expenditure budget in FY 2011/12 and a 1.5 % increase in FY 2012/13.

The purpose of this staff report is to recommend budget amendments for FY 2012/13 totaling \$1,303,651 for the General Fund and \$10,650,258 for non-General Funds, of which \$9.5 million represents the new Successor Agency budget replacing the former Redevelopment Agency. The recommended adjustments include various “clean up” budget items as well as the funding for the costs of the new Memoranda of Understanding for the employees. Staff is also proposing the adoption of resolutions establishing FY 2012/13 budgets for the Successor Agency to the Community Redevelopment Agency of Moreno Valley and the Moreno Valley Housing Authority.

DISCUSSION

Recommended Adjustments for FY 2012/13 (see Exhibit A) include the following:

- Fire: Due to a Finance staff error, the Mid-Year requests approved by the City Council did not include sufficient funds to operate the Morrison Park Fire Station for FY 2012/13. Operating costs for the new station for next FY are estimated to be \$1,046,235 based on final projections received from Riverside County, while the Council approved a budget of \$773,000. Staff is requesting an additional \$273,235 to fund the full operating costs for the Morrison Park Station.
- Fire: The Fire Prevention Division had been using a contract inspector to assist with new construction inspections and the City Council approved \$100,000 to continue these services for FY 2012/13. As a costs savings measure this position was brought in-house as a part-time temporary Fire Safety Specialist. The budget is being reduced by \$50,000 to reflect the savings.
- Executive Assistant Positions: The City Manager’s Office is recommending the refunding of the Executive Assistant position in Financial & Administrative Services and the establishment of a new Executive Assistant position in Fire. Defunded with the implementation of the DEP in June, 2011, the Executive Assistant position in Financial & Administrative Services is necessary to provide adequate administrative support to the department. With the significant expenditure reductions implemented through the DEP and prior year budgets, the City Council has directed staff to increase grant, volunteer, and internship opportunities to help augment City

services. The recommended establishment of an Executive Assistant position in Fire is intended to address these needs by providing administrative support in the Office of Emergency Management and Volunteer Services. The requested funding for these positions for FY 2012/13 is \$90,000 for salary and benefits for each position. A revised position control document which includes the two proposed positions is presented as Exhibit C to the proposed resolutions.

- Financial & Administrative Services: Technology Services is requesting that \$70,000 in replacement funds be allocated to replace obsolete components of the phone/PBX system.
- Financial & Administrative Services: Staff is recommending that \$175,000 in Internal Services Funds be appropriated for the City Hall First Floor carpet replacement.
- Parks & Community Services: Staff is recommending approval of a new Senior Parks Maintenance Technician position to be fully funded through CFD No. 1. The position is required to manage contract services for parks, trails and facilities maintenance, total annual cost \$67,000.
- Negotiated Memoranda of Understanding: New Memoranda of Understanding (MOUs) will be presented for approval to the City Council at the June 12, 2012 meeting. Provisions for a negotiated 4.75% Cost of Living Adjustment represent the first reduction in employee wage concessions since July of 2008 (the 10% furlough and frozen merit increases will continue). If the new MOUs are approved, staff recommends allocating a total of \$1,468,512 for these costs (\$629,922 for General Fund and \$838,590 in Non-General Fund salaries plus benefits). Note this is consistent with the MOU staff report.
- Successor Agency: Staff is recommending that \$270,494 in General Funds be appropriated for the administration of the Successor Agency. The funds will subsidize the operation of the Successor Agency, since the administrative costs allowed to be funded from Successor Agency property taxes is limited to \$250,000. The General Fund subsidy should decrease as the Successor Agency start-up costs diminish, projects are completed and a normal level of activity of paying enforceable obligations is achieved.

Additionally, staff is recommending that the City Council, acting in the capacities as the Successor Agency to the Community Redevelopment Agency of Moreno Valley and the Moreno Valley Housing Authority, adopt the proposed resolutions establishing a FY 2012/13 budget for the Successor Agency and the Housing Authority respectively. The proposed budgets for these entities are included in Exhibit A to the proposed resolutions. The Successor Agency budget mirrors the Recognized Enforceable Obligations Schedule previously approved by the City Council and the Successor Agency Oversight Board, as revised.

FISCAL IMPACT

As specified in Exhibit A, the recommended General Fund budget adjustments total \$1,303,651 for FY 2012/13. Exhibit A also provides a summary of the recommended adjustments for the Successor Agency to the Community Redevelopment Agency of Moreno Valley, the Moreno Valley Housing Authority, and other non-General Funds.

SUMMARY

The City Council adopted a two-year operating budget on June 14, 2011 for Fiscal Years 2011/12 and 2012/13. On April 24, 2012, the City Council approved budget adjustments which reflected a 1.4% decrease from the total Approved General Fund expenditure budget in FY 2011-12 and a 1.5 % increase in FY 2012/13. The purpose of this staff report is to recommend additional adjustments for FY 2012/13 totaling \$1,303,651 for the General Fund and \$10,650,258 for non-General Funds, of which \$9.5 million represents the new Successor Agency budget replacing the former Redevelopment Agency. The recommended adjustments include various “clean up” budget items as well as the funding for the costs of the new Memoranda of Understanding for the employees. Additionally, approval of the proposed resolutions will establish FY 2012/13 budgets for the Successor Agency to the Community Redevelopment Agency of Moreno Valley and the Moreno Valley Housing Authority

ATTACHMENTS/EXHIBITS

- Attachment 1: Resolution for amendments to the revised Operating Budget
- Attachment 2: CSD Resolution for amendments to the revised Operating Budget
- Attachment 3: Resolution establishing a budget for the Successor Agency
- Attachment 4: Resolution establishing a budget for the Housing Authority

Exhibits to the Resolutions:

- Exhibit A: FY 2012/13 Budget Amendments
- Exhibit B: Schedule of Salary Adjustments
- Exhibit C: Position Control

Prepared By:
Richard Teichert
Financial & Administrative Services Director

Concurred By:
Michelle Dawson
Assistant City Manager

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

RESOLUTION NO. CSD 2012-19

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE AMENDMENTS TO THE OPERATING BUDGET FOR FISCAL YEAR 2012/13

WHEREAS, the President and Board Members of the Moreno Valley Community Services District approved the Operating Budget for the District for Fiscal Years 2011/12 and 12/13, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District Proposed Amendments to the Operating Budget for the District for Fiscal Year 2012/13, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Revised Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Community Services District; and

WHEREAS, the said Proposed Revised Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of District services; and

WHEREAS, the President and Board of Directors have made such revisions to the Proposed Revised Operating Budget as so desired; and

WHEREAS, the Proposed Amendments to the Operating Budget, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Amendments to the Operating Budget, as detailed in Exhibits A-C to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Community Services District's Board of Directors, is hereby approved and adopted as part of the Annual Operating Budget of the Moreno Valley Community Services District for the Fiscal Year 2012/13.

Attachment 2

Resolution No. CSD 2012-19
Date adopted: June 12, 2012

2. The following document included as Exhibit C to this Resolution and as on file in the Office of the City Clerk (updated Position Control Roster) and as may have been amended by the Community Services District's Board of Directors, are hereby approved and adopted as the Approved Position Control of the Moreno Valley Community Services District for the Fiscal Year 2012/13.
3. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
4. Pursuant to Section 53901 of the California Government Code, by no later than August 14, 2012, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor of the City of Moreno Valley
Acting in the capacity of President
of the Moreno Valley
Community Services District

ATTEST:

City Clerk, acting in the capacity
of Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno Valley
Community Services District

Resolution No. CSD 2012-19
Date adopted: June 12, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that CSD Resolution No. 2012-19 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a special meeting held on the 12th day of June, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

Resolution No. CSD 2012-19
Date adopted: June 12, 2012

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**City of Moreno Valley
FY2012-13 Budget Amendments**

EXHIBIT A

Fund	Department	Explanation	General Fund	Internal Service Fund	Successor Agency	CSD	Housing Authority	Other Funds
10	Fire	Morrison Fire Station	273,235	-	-	-	-	-
10	Fire	Bring contract inspector in-house PT	(50,000)	-	-	-	-	-
10	Fire	Create FT Executive Assistant position	90,000	-	-	-	-	-
10	Financial & Administrative Services	Re-Fund FT Executive Assistant	90,000	-	-	-	-	-
750	Financial & Administrative Services	Replace phone/PBX components	-	70,000	-	-	-	-
751	Financial & Administrative Services	Replace City Hall First Floor carpet	-	175,000	-	-	-	-
161	Parks & Community Services	Fund new Senior Parks Maintenance Tech	-	-	-	67,000	-	-
TOTAL EXPENSE			\$ 403,235	\$ 245,000	\$ -	\$ 67,000	\$ -	\$ -

Department	Explanation	General Fund	Internal Service Fund	Successor Agency	CSD	Housing Authority	Other Funds
Employee MOU							
Citywide - Salaries	4.75% Cost of Living Adjustment	\$ 466,503	\$ 89,634	\$ 12,460	\$ 185,268	\$ 18,273	\$ 272,893
Citywide - Benefits	Benefits affected by adjustment	153,053	30,743	4,355	61,202	6,290	87,838
Citywide - Temp. Salaries	4.75% Cost of Living Adjustment	10,366	3,826	435	22,352	998	42,023
EMPLOYEE MOU		\$ 629,922	\$ 124,203	\$ 17,250	\$ 268,822	\$ 25,561	\$ 402,754

City of Moreno Valley
FY2012-13 Budget Amendments

<u>Fund</u>	<u>Department</u>	<u>Explanation</u>	<u>General Fund</u>	<u>Internal Service Fund</u>	<u>Successor Agency</u>	<u>CSD</u>	<u>Housing Authority</u>	<u>Other Funds</u>
REVENUE								
791	Successor Agency Revenue	BU 7910	-	-	8,950,000	-	-	-
884	Housing Authority Revenue	BU 8840	-	-	-	-	2,900,000	-
TOTAL REVENUE			\$ -	\$ -	\$ 8,950,000	\$ -	\$ 2,900,000	\$ -
EXPENSE								
10	Successor Agency GF Expense	BU 79010	270,494	-	-	-	-	-
791	Successor Agency Expense	BU 79110 - Administration	-	-	250,000	-	-	-
791		BU 79120 - Operation	-	-	9,249,660	-	-	-
TOTAL EXPENSE			\$ 270,494	\$ -	\$ 9,499,660	\$ -	\$ -	\$ -

City of Moreno Valley
Additional Appropriation Request from Fund Balance
Salary Adjustments (4.75%) by Fund

Fund	Fund Title	Additional Appropriation				
		Salaries	Benefits	Sub-Total	Temp Salaries	TOTAL
010	GENERAL FUND	342,064	110,932	452,996	6,935	459,931
011	DEVELOPMENT SVC FUND	102,975	34,742	137,717	2,080	139,797
133	FIRE SVC OPERATIONS FUND	21,464	7,379	28,843	1,351	30,194
	TOTAL GENERAL FUND	466,503	153,053	619,556	10,366	629,922
121	GAS TAX FUND	98,900	32,287	131,187	22,352	153,539
125	MEASURE "A" FUND	28,849	9,264	38,113	-	38,113
131	LIBRARY SERVICES FUND	35,660	11,903	47,563	1,618	49,181
132	PUB/EDUC/GOVT ACCESS PROG FD	7,307	2,399	9,706	-	9,706
134	EMPG-EMERGNCY MGMT PREPAREDNE	1,011	332	1,343	-	1,343
137	AIR QUALITY MGT FUND	6,943	2,004	8,947	569	9,516
149	SPCL DIST ADMIN FUND	19,336	6,330	25,666	-	25,666
151	STORM WATER MAINTENANCE	7,955	2,413	10,368	753	11,121
152	STORM WATER MANAGEMENT	15,154	5,287	20,441	-	20,441
153	BEVERAGE CONTAINER RECYCL'G FD	-	-	-	201	201
160	CHILD CARE GRANT FUND	26,339	7,925	34,264	12,840	47,104
161	ZONE "A" PARKS FUND	96,924	31,859	128,783	19,909	148,692
162	STARS PROGRAM GRANT FUND	25,525	8,280	33,805	-	33,805
171	ZONE "B" ST LGHT FUND	3,581	1,256	4,837	-	4,837
172	ZONE "C" ART LGHT FUND	1,173	410	1,583	-	1,583
176	HOME (FEDERAL) FUND	1,687	558	2,245	-	2,245
181	ZONE "D" STD LDSC FUND	11,429	3,840	15,269	-	15,269
182	ZONE "E" EXT LDSC FUND	18,451	5,971	24,422	-	24,422
183	ZONE "M" MEDIAN FUND	2,629	914	3,543	-	3,543
184	CFD#1	13,344	4,355	17,699	825	18,524
185	ZONE "S"	390	128	518	-	518
197	NEIGHBORHOOD STABILIZATION PRG	-	-	-	47	47
229	ECEBG FUND	3,315	1,178	4,493	221	4,714
230	2009-DJ-BX-1178 JAG GRANT FUND	-	-	-	1,731	1,731
232	CIVIL PENALTIES FUND	-	-	-	157	157
234	2010-DJ-BX-1238 JAG GRANT FUND	-	-	-	2,032	2,032
272	2011 JAG GRANT- CEDD- CODE	-	-	-	180	180
285	CDBG FUND	9,997	3,497	13,494	388	13,882
297	OIL PAYMENT PROGRAM FUND	-	-	-	371	371
412	FACILITY CONST FUND	3,295	1,088	4,383	-	4,383
601	ELECTRIC FUND	18,967	5,562	24,529	181	24,710
741	GENERAL LIABILITY INS FUND	2,523	953	3,476	-	3,476
745	WORKERS' COMPENSATION FUND	841	318	1,159	-	1,159
750	TECHNOLOGY SERVICES FUND	56,715	19,701	76,416	2,033	78,449
754	FACILITIES FUND	23,141	7,828	30,969	1,221	32,190
755	EQUIPMENT MAINTENANCE FUND	6,414	1,943	8,357	572	8,929
791	SUCCESSOR AGENCY	12,460	4,355	16,815	435	17,250
884	HOUSING AUTHORITY	18,273	6,290	24,563	998	25,561
	TOTAL NON-GENERAL FUND	578,528	190,428	768,956	69,634	838,590
	GRAND TOTAL	1,045,031	343,481	1,388,512	80,000	1,468,512

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**POSITION CONTROL ROSTER
FY2012/13**

<u>Department / Position Title</u>		<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>April Adj</u>	<u>Revised</u>	<u>June Adj</u>	<u>Revised</u>
<u>Council</u>								
Administrative Asst	FT	1	-	1	-	1	-	1
Exec Asst to Mayor / City Council	FT	1	-	1	-	1	-	1
TOTAL - City Council		2	-	2	-	2	-	2
<u>City Clerk</u>								
City Clerk	FT	1	-	1	-	1	-	1
Deputy City Clerk	FT	1	-	1	-	1	-	1
Executive Asst I	FT	1	(1.0)	-	1.0	1	-	1
Executive Asst I	P/T	-	1.0	1	(1.0)	-	-	-
Sr Office Asst	P/T	-	-	-	-	-	-	-
TOTAL - City Clerk		3	-	3	-	3	-	3
<u>City Attorney</u>								
City Attorney	FT	1	-	1	-	1	-	1
Deputy City Attorney I I I	FT	2	-	2	-	2	-	2
Executive Asst I	FT	1	-	1	-	1	-	1
Ci Legal Secretary	FT	1	-	1	-	1	-	1
TOTAL - City Attorney		5	-	5	-	5	-	5
<u>City Manager</u>								
Asst City Manager	FT	1	-	1	-	1	-	1
Asst to the City Manager	FT	1	-	1	-	1	-	1
Cable TV Producer	FT	2	-	2	-	2	-	2
City Manager	FT	1	-	1	-	1	-	1
Customer Service Asst	FT	-	-	-	-	-	-	-
Customer Service Asst	P/T	1	-	1	-	1	-	1
Executive Asst I I	FT	1	-	1	-	1	-	1
Media & Production Coordinator	FT	1	-	1	-	1	-	1
Sr Graphics Designer	FT	1	-	1	-	1	-	1
TOTAL - City Manager		9	-	9	-	9	-	9
<u>Community & Economic Development</u>								
Administrative Asst	FT	4	-	4	-	4	-	4
Assoc Environmental Engineer	FT	1	-	1	-	1	-	1
Associate Engineer	FT	2	-	2	-	2	-	2
Associate Planner	FT	4	-	4	-	4	-	4
Building Div Mgr / Official	FT	1	-	1	-	1	-	1
Building Inspector I I	FT	4	-	4	-	4	-	4
Code & Neigh Svcs Official	FT	1	-	1	-	1	-	1
Code Compliance Officer I I	FT	5	-	5	-	5	-	5
Comm & Economic Dev Director	FT	1	-	1	-	1	-	1
Community Dev Director	FT	-	-	-	-	-	-	-
Construction Inspector	FT	2	-	2	-	2	-	2
Development Svcs Coordinator	FT	1	-	1	(1)	-	-	-
Engineering Division Manager	FT	1	-	1	-	1	-	1
Environmental Analyst	FT	1	-	1	-	1	-	1
Executive Asst I	FT	1	-	1	-	1	-	1
Housing Program Coordinator	FT	1	-	1	-	1	-	1
Housing Program Specialist	FT	3	-	3	-	3	-	3
Management Analyst	FT	5	-	5	-	5	-	5
Parking Control Officer	FT	2	-	2	-	2	-	2
Permit Technician	FT	4	-	4	-	4	-	4
Planning Commissioner	FT	7	-	7	-	7	-	7
Planning Div Mgr / Official	FT	1	-	1	-	1	-	1
Redev & Neigh Prog Admin	FT	1	-	1	-	1	-	1

**POSITION CONTROL ROSTER
FY2012/13**

<u>Department / Position Title</u>		<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>April Adj</u>	<u>Revised</u>	<u>June Adj</u>	<u>Revised</u>
Sr Administrative Asst	FT	5	-	5	-	5	-	5
Sr Code Compliance Officer	FT	-	-	-	-	-	-	-
Sr Engineer, P.E.	FT	1	-	1	-	1	-	1
Sr Financial Analyst	FT	1	-	1	-	1	-	1
Sr Office Asst	FT	1	-	1	-	1	-	1
Sr Parking Control Officer	FT	1	-	1	-	1	-	1
Sr Permit Technician	FT	2	-	2	-	2	-	2
Sr Planner	FT	2	-	2	-	2	-	2
Storm Water Prog Mgr	FT	1	-	1	-	1	-	1
TOTAL - Community & Economic Dev		67	-	67	(1)	66	-	66
<u>Financial & Administrative Services</u>								
Accountant I	FT	1	-	1	-	1	-	1
Accounting Asst	FT	3	-	3	-	3	-	3
Accounting Technician	FT	2	-	2	-	2	-	2
Accounts Payable Supervisor	FT	1	-	1	-	1	-	1
Animal Care Technician	FT	4	-	4	-	4	-	4
Animal Control Officer	FT	7	(1)	6	1	7	-	7
Animal Services Asst	FT	2	(1)	1	1	2	-	2
Animal Svcs Dispatcher	FT	1	-	1	-	1	-	1
Animal Svcs Division Manager	FT	1	-	1	-	1	-	1
Animal Svcs Field Supervisor	FT	1	-	1	-	1	-	1
Animal Svcs License Inspector	FT	1	(1)	-	1	1	-	1
Animal Svcs Office Supervisor	FT	1	-	1	-	1	-	1
Applications & DB Admin	FT	1	-	1	-	1	-	1
Applications Analyst	FT	1	-	1	-	1	-	1
Asst Buyer	FT	2	-	2	-	2	-	2
Asst Network Administrator	FT	1	-	1	-	1	-	1
Budget Officer	FT	-	-	-	-	-	-	-
Enterprise Systems Admin	FT	1	-	1	-	1	-	1
Executive Asst I	FT	-	-	-	-	-	1	1
Facilities Maint Mechanic	FT	1	-	1	-	1	-	1
Facilities Maint Worker	FT	3	-	3	-	3	-	3
Facilities Maintenance Spvr	FT	-	-	-	-	-	-	-
Fin&Admin Svcs Dir/City Treas	FT	1	-	1	-	1	-	1
Financial Operations Div Mgr	FT	1	-	1	-	1	-	1
GIS Administrator	FT	1	-	1	-	1	-	1
GIS Specialist	FT	1	-	1	-	1	-	1
GIS Technician	FT	1	(1)	-	-	-	-	-
Info Technology Technician	FT	2	-	2	-	2	-	2
Lead Animal Care Technician	FT	1	-	1	-	1	-	1
Management Analyst	FT	1	-	1	-	1	-	1
Network Administrator	FT	1	-	1	-	1	-	1
Payroll Supervisor	FT	1	-	1	-	1	-	1
Principal Accountant	FT	1	-	1	-	1	-	1
Purch & Facilities Div Mgr	FT	1	-	1	-	1	-	1
Security Guard	FT	-	-	-	1	1	-	1
Security Guard	P/T	-	-	-	1	1	-	1
Sr Accountant	FT	1	-	1	-	1	-	1
Sr Administrative Asst	FT	3	-	3	-	3	-	3
Sr GIS Analyst	FT	1	-	1	-	1	-	1
Sr Payroll Technician	FT	1	-	1	-	1	-	1
Sr Telecomm Technician	FT	2	-	2	-	2	-	2
Storekeeper	FT	1	-	1	-	1	-	1
Technical Services Div Mgr	FT	1	-	1	-	1	-	1
Telecomm Engineer / Admin	FT	1	-	1	-	1	-	1
Treasury Operations Div Mgr	FT	1	-	1	-	1	-	1
TOTAL - Financial & Administrative Services		60	(4)	56	5	61	1	62

**POSITION CONTROL ROSTER
FY2012/13**

<u>Department / Position Title</u>		<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>April Adj</u>	<u>Revised</u>	<u>June Adj</u>	<u>Revised</u>
<u>Fire</u>								
Administrative Asst	FT	-	-	-	1	1	-	1
Emerg Mgmt & Vol Svc Prog Spec	FT	1	-	1	-	1	-	1
Emerg Mgmt & Vol Svc Prog Spec	P/T	-	-	-	-	-	-	-
Emerg Mgmt & Vol Svcs Prog Mgr	FT	1	-	1	-	1	-	1
Executive Assistant	FT	-	-	-	-	-	1	1
Fire Inspector I I	FT	2	-	2	-	2	-	2
Fire Marshall	FT	1	-	1	-	1	-	1
Fire Safety Specialist	FT	1	-	1	-	1	-	1
Management Asst	FT	1	-	1	-	1	-	1
Permit Technician	FT	1	-	1	-	1	-	1
Sr Administrative Asst	FT	-	-	-	-	-	-	-
Sr Office Asst	FT	1	-	1	-	1	-	1
TOTAL - Fire		9	-	9	1	10	1	11
<u>Human Resources</u>								
Human Resources Analyst	FT	1	-	1	-	1	-	1
Human Resources Technician	FT	1	(1)	-	1	1	-	1
Human Resources Dir/Interim	FT	1	-	1	-	1	-	1
Risk Division Manager	FT	1	-	1	(1)	-	-	-
Security Guard	FT	1	-	1	(1)	-	-	-
Security Guard	P/T	1	-	1	(1)	-	-	-
Sr Human Resources Analyst	FT	1	-	1	-	1	-	1
TOTAL - Human Resources		7	(1)	6	(2)	4	-	4
<u>Parks & Community Services</u>								
After School Prog Coordinator	FT	-	-	-	-	-	-	-
After School Prog Specialist	P/T	-	-	-	-	-	-	-
After School Prog Supervisor	FT	-	-	-	-	-	-	-
Banquet Facility Rep	FT	1	-	1	-	1	-	1
Child Care Asst	P/T	5	-	5	-	5	-	5
Child Care Instructor I I	P/T	5	-	5	-	5	-	5
Child Care Program Manager	P/T	1	-	1	-	1	-	1
Child Care Site Supervisor	P/T	5	-	5	-	5	-	5
Community Svcs Supervisor	FT	1	-	1	-	1	-	1
Executive Asst I	FT	2	-	2	-	2	-	2
Lead Parks Maint Worker	FT	5	-	5	-	5	-	5
Lib Serv Div Mgr	FT	1	-	1	-	1	-	1
Librarian	FT	4	-	4	-	4	-	4
Library Asst	FT	4	-	4	-	4	-	4
Library Asst	P/T	9	-	9	-	9	-	9
Library Circulation Supervisor	FT	1	-	1	-	1	-	1
Management Analyst	FT	1	-	1	-	1	-	1
Park Ranger	FT	3	-	3	-	3	-	3
Parks & Comm Svcs Director	FT	1	-	1	-	1	-	1
Parks Maint Division Manager	FT	1	-	1	(1)	-	-	-
Parks & Comm Svcs Div Mgr	FT	-	-	-	1	1	-	1
Parks Maint Supervisor	FT	2	-	2	-	2	-	2
Parks Maint Worker	FT	13	-	13	-	13	-	13
Parks Projects Coordinator	FT	1	-	1	-	1	-	1
Recreation Program Coord	FT	2	-	2	(1)	1	-	1
Recreation Program Leader	P/T	7	-	7	-	7	-	7
Recreation Supervisor	FT	-	-	-	1	1	-	1
Sr Administrative Asst	FT	2	-	2	-	2	-	2
Sr Citizens Center Coord	FT	1	-	1	-	1	-	1
Sr Customer Service Asst	FT	3	-	3	-	3	-	3

**POSITION CONTROL ROSTER
FY2012/13**

<u>Department / Position Title</u>		<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>April Adj</u>	<u>Revised</u>	<u>June Adj</u>	<u>Revised</u>
Sr Office Asst	FT	1	-	1	-	1	-	1
Sr Office Asst	P/T	1	-	1	-	1	-	1
Sr Park Ranger	FT	-	-	-	-	-	-	-
Sr Parks Maint Technician	FT	1	-	1	-	1	1	2
Sr Recreation Program Leader	P/T	2	-	2	-	2	-	2
TOTAL - Parks & Community Services		86	-	86	-	86	1	87
<u>Police</u>								
Executive Asst I	FT	1	-	1	-	1	-	1
Management Analyst	FT	2	-	2	-	2	-	2
TOTAL - Police		3	-	3	-	3	-	3
<u>Public Works</u>								
Accountant I	FT	1	-	1	-	1	-	1
Accounting Technician	FT	2	-	2	-	2	-	2
Assoc Environmental Engineer	FT	-	-	-	-	-	-	-
Associate Engineer	FT	3	-	3	-	3	-	3
Asst Crossing Guard Spvr	P/T	1	-	1	-	1	-	1
Construction Inspector	FT	3	-	3	-	3	-	3
Crossing Guard	P/T	35	-	35	-	35	-	35
Crossing Guard Supervisor	FT	1	-	1	-	1	-	1
Dep PW Dir /Asst City Engineer	FT	1	-	1	-	1	-	1
Electric Utility Division Mgr	FT	1	-	1	-	1	-	1
Electric Utility Program Coord	FT	1	-	1	-	1	-	1
Engineering Division Manager	FT	-	-	-	-	-	-	-
Engineering Technician I I	FT	1	-	1	-	1	-	1
Environmental Analyst	FT	-	-	-	-	-	-	-
Equipment Operator	FT	4	-	4	-	4	-	4
Executive Asst I	FT	1	-	1	-	1	-	1
Landscape Development Coord	FT	1	-	1	(1)	-	-	-
Landscape Irrigation Tech	FT	1	-	1	-	1	-	1
Landscape Svcs Inspector	FT	5	(1)	4	(1)	3	-	3
Lead Maintenance Worker	FT	3	-	3	-	3	-	3
Lead Traffic Sign/Marking Tech	FT	2	-	2	-	2	-	2
Lead Vehicle / Equip Tech	FT	1	-	1	-	1	-	1
Maint & Operations Div Mgr	FT	1	-	1	-	1	-	1
Maintenance Worker I I	FT	12	-	12	-	12	-	12
Maintenance Worker II	P/T	1	-	1	-	1	-	1
Management Analyst	FT	3	-	3	-	3	-	3
Management Asst	FT	2	-	2	-	2	-	2
Permit Technician	FT	1	-	1	-	1	-	1
PW Director / City Engineer	FT	1	-	1	-	1	-	1
Spec Dist Budg & Accting Spvr	FT	-	-	-	-	-	-	-
Spec Districts Div Mgr	FT	1	-	1	-	1	-	1
Special Districts Prog Mgr	FT	1	-	1	-	1	-	1
Sr Administrative Asst	FT	4	-	4	-	4	-	4
Sr Electrical Engineer	FT	1	-	1	-	1	-	1
Sr Engineer, P.E.	FT	8	-	8	-	8	-	8
Sr Engineering Technician	FT	1	-	1	-	1	-	1
Sr Equipment Operator	FT	1	-	1	-	1	-	1
Sr Financial Analyst	FT	1	-	1	-	1	-	1
Sr Landscape Svcs Inspector	FT	1	-	1	-	1	-	1
Sr Management Analyst	FT	2	-	2	-	2	-	2
Sr Office Asst	FT	1	-	1	-	1	-	1
Sr Traffic Engineer	FT	1	-	1	-	1	-	1
Sr Traffic Signal Technician	FT	1	-	1	-	1	-	1
Storm Water Prog Mgr	FT	-	-	-	-	-	-	-
Street Maintenance Supervisor	FT	2	-	2	-	2	-	2
Traffic Operations Supervisor	FT	1	-	1	-	1	-	1

**POSITION CONTROL ROSTER
FY2012/13**

<u>Department / Position Title</u>		<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>April Adj</u>	<u>Revised</u>	<u>June Adj</u>	<u>Revised</u>
Traffic Sign / Marking Tech I	FT	1	-	1	-	1	-	1
Traffic Sign/Marking Tech II	FT	2	-	2	-	2	-	2
Traffic Signal Technician	FT	2	-	2	-	2	-	2
Trans Div Mgr / City Traf Engr	FT	1	-	1	-	1	-	1
Tree Trimmer	FT	1	-	1	-	1	-	1
Vehicle / Equipment Technician	FT	2	-	2	-	2	-	2
TOTAL - Public Works		125	(1)	124	(2)	122	-	122
GRAND TOTAL		376	(6)	370	1	371	3	374

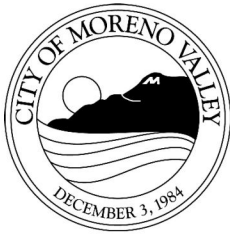
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**MINUTES - REGULAR MEETING OF MAY 22, 2012 (Report
of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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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 and City Council acting in their capacities as the President and Board of Directors of the Moreno Valley Community Services District; the Successor Agency to the Community Redevelopment Agency of Moreno Valley; and the Moreno Valley Housing Authority

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: June 12, 2012

TITLE: APPROVE BUDGETS AND BUDGET AMENDMENTS TO THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2012/13

RECOMMENDED ACTION

The Finance Subcommittee recommends that the City Council:

1. Adopt Resolution No. 2012-49, approving Amendments to the Revised Operating Budget for the City of Moreno Valley for FY 2012/13, pursuant to the appropriations and Position Control Roster presented in Exhibits A through C to the Resolution;
2. Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2012-19, approving Amendments to the Revised Operating Budget for the Moreno Valley Community Services District for FY 2012/13, pursuant to the appropriations and Position Control Roster presented in Exhibits A through C to the Resolution;
3. Acting in its capacity as the Successor Agency to the Community Redevelopment Agency of Moreno Valley, adopt Resolution No. 2012-50, establishing a budget for the Successor Agency for FY 2012/13; pursuant to the appropriations presented in Exhibit A to the Resolution; and
4. Acting in its capacity as the Moreno Valley Housing Authority, adopt Resolution No. 2012-06, establishing a budget for the Housing Authority for FY 2012/13; pursuant to the appropriations presented in Exhibit A to the Resolution.

BACKGROUND

In April, 2011, the City Council adopted a 3-Year Deficit Elimination Plan (DEP) with the goal of effectively addressing a projected \$14 million deficit. Implementing the fiscal actions established for the first two years of the DEP, the City Council adopted a two-year operating budget on June 14, 2011 for Fiscal Years 2011/12 and 2012/13. On April 24, 2012, the City Council approved budget adjustments which reflected a 1.4% decrease from the total Approved General Fund expenditure budget in FY 2011/12 and a 1.5 % increase in FY 2012/13.

The purpose of this staff report is to recommend budget amendments for FY 2012/13 totaling \$1,303,651 for the General Fund and \$10,650,258 for non-General Funds, of which \$9.5 million represents the new Successor Agency budget replacing the former Redevelopment Agency. The recommended adjustments include various “clean up” budget items as well as the funding for the costs of the new Memoranda of Understanding for the employees. Staff is also proposing the adoption of resolutions establishing FY 2012/13 budgets for the Successor Agency to the Community Redevelopment Agency of Moreno Valley and the Moreno Valley Housing Authority.

DISCUSSION

Recommended Adjustments for FY 2012/13 (see Exhibit A) include the following:

- Fire: Due to a Finance staff error, the Mid-Year requests approved by the City Council did not include sufficient funds to operate the Morrison Park Fire Station for FY 2012/13. Operating costs for the new station for next FY are estimated to be \$1,046,235 based on final projections received from Riverside County, while the Council approved a budget of \$773,000. Staff is requesting an additional \$273,235 to fund the full operating costs for the Morrison Park Station.
- Fire: The Fire Prevention Division had been using a contract inspector to assist with new construction inspections and the City Council approved \$100,000 to continue these services for FY 2012/13. As a costs savings measure this position was brought in-house as a part-time temporary Fire Safety Specialist. The budget is being reduced by \$50,000 to reflect the savings.
- Executive Assistant Positions: The City Manager’s Office is recommending the refunding of the Executive Assistant position in Financial & Administrative Services and the establishment of a new Executive Assistant position in Fire. Defunded with the implementation of the DEP in June, 2011, the Executive Assistant position in Financial & Administrative Services is necessary to provide adequate administrative support to the department. With the significant expenditure reductions implemented through the DEP and prior year budgets, the City Council has directed staff to increase grant, volunteer, and internship opportunities to help augment City

services. The recommended establishment of an Executive Assistant position in Fire is intended to address these needs by providing administrative support in the Office of Emergency Management and Volunteer Services. The requested funding for these positions for FY 2012/13 is \$90,000 for salary and benefits for each position. A revised position control document which includes the two proposed positions is presented as Exhibit C to the proposed resolutions.

- Financial & Administrative Services: Technology Services is requesting that \$70,000 in replacement funds be allocated to replace obsolete components of the phone/PBX system.
- Financial & Administrative Services: Staff is recommending that \$175,000 in Internal Services Funds be appropriated for the City Hall First Floor carpet replacement.
- Parks & Community Services: Staff is recommending approval of a new Senior Parks Maintenance Technician position to be fully funded through CFD No. 1. The position is required to manage contract services for parks, trails and facilities maintenance, total annual cost \$67,000.
- Negotiated Memoranda of Understanding: New Memoranda of Understanding (MOUs) will be presented for approval to the City Council at the June 12, 2012 meeting. Provisions for a negotiated 4.75% Cost of Living Adjustment represent the first reduction in employee wage concessions since July of 2008 (the 10% furlough and frozen merit increases will continue). If the new MOUs are approved, staff recommends allocating a total of \$1,468,512 for these costs (\$629,922 for General Fund and \$838,590 in Non-General Fund salaries plus benefits). Note this is consistent with the MOU staff report.
- Successor Agency: Staff is recommending that \$270,494 in General Funds be appropriated for the administration of the Successor Agency. The funds will subsidize the operation of the Successor Agency, since the administrative costs allowed to be funded from Successor Agency property taxes is limited to \$250,000. The General Fund subsidy should decrease as the Successor Agency start-up costs diminish, projects are completed and a normal level of activity of paying enforceable obligations is achieved.

Additionally, staff is recommending that the City Council, acting in the capacities as the Successor Agency to the Community Redevelopment Agency of Moreno Valley and the Moreno Valley Housing Authority, adopt the proposed resolutions establishing a FY 2012/13 budget for the Successor Agency and the Housing Authority respectively. The proposed budgets for these entities are included in Exhibit A to the proposed resolutions. The Successor Agency budget mirrors the Recognized Enforceable Obligations Schedule previously approved by the City Council and the Successor Agency Oversight Board, as revised.

FISCAL IMPACT

As specified in Exhibit A, the recommended General Fund budget adjustments total \$1,303,651 for FY 2012/13. Exhibit A also provides a summary of the recommended adjustments for the Successor Agency to the Community Redevelopment Agency of Moreno Valley, the Moreno Valley Housing Authority, and other non-General Funds.

SUMMARY

The City Council adopted a two-year operating budget on June 14, 2011 for Fiscal Years 2011/12 and 2012/13. On April 24, 2012, the City Council approved budget adjustments which reflected a 1.4% decrease from the total Approved General Fund expenditure budget in FY 2011-12 and a 1.5 % increase in FY 2012/13. The purpose of this staff report is to recommend additional adjustments for FY 2012/13 totaling \$1,303,651 for the General Fund and \$10,650,258 for non-General Funds, of which \$9.5 million represents the new Successor Agency budget replacing the former Redevelopment Agency. The recommended adjustments include various “clean up” budget items as well as the funding for the costs of the new Memoranda of Understanding for the employees. Additionally, approval of the proposed resolutions will establish FY 2012/13 budgets for the Successor Agency to the Community Redevelopment Agency of Moreno Valley and the Moreno Valley Housing Authority

ATTACHMENTS/EXHIBITS

- Attachment 1: Resolution for amendments to the revised Operating Budget
- Attachment 2: CSD Resolution for amendments to the revised Operating Budget
- Attachment 3: Resolution establishing a budget for the Successor Agency
- Attachment 4: Resolution establishing a budget for the Housing Authority

Exhibits to the Resolutions:

- Exhibit A: FY 2012/13 Budget Amendments
- Exhibit B: Schedule of Salary Adjustments
- Exhibit C: Position Control

Prepared By:
Richard Teichert
Financial & Administrative Services Director

Concurred By:
Michelle Dawson
Assistant City Manager

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

RESOLUTION NO. HA 2012-06

A RESOLUTION OF THE MORENO VALLEY HOUSING
AUTHORITY OF THE CITY OF MORENO VALLEY,
CALIFORNIA, ADOPTING THE OPERATING BUDGET
FOR FISCAL YEAR 2012/13

WHEREAS, the City Manager has heretofore submitted to the Chairman and Commissioners of the Moreno Valley Housing Authority a Proposed Operating Budget for the Housing Authority for Fiscal Year 2012/13, a copy of which, as may have been amended by the Housing Authority's Commission, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Housing Authority; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of Housing Authority services;

WHEREAS, the Chairman and Commissioners have made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the Housing Authority to make adequate financial plans and will ensure that Housing Authority officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY HOUSING AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Operating Budget, as detailed in Exhibits A-C to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Housing Authority's Commission, is hereby approved and adopted as the Annual Operating Budget of the Moreno Valley Housing Authority for the Fiscal Year 2012/13.
2. The following documents included as Exhibit C to this Resolution and as on file in the Office of the City Clerk (updated Position Control Roster) and as may have been amended by the Housing Authority's Commission, are hereby approved and adopted as the Approved Position Control of the Moreno Valley Housing Authority for the Fiscal Year 2012/13.
3. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the

Attachment 4

Resolution No. HA 2012-06
Date adopted: June 12, 2012

various budget programs and units for said fiscal year.

4. Pursuant to Section 53901 of the California Government Code, by no later than August 14, 2012, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor of the City of Moreno Valley,
acting in capacity of Chairman of the
Moreno Valley Housing Authority

ATTEST:

City Clerk, acting in capacity of
Secretary of the Moreno Valley
Housing Authority

APPROVED AS TO FORM:

City Attorney, acting in capacity of
General Counsel of the Moreno
Valley Housing Authority

Resolution No. HA 2012-06
Date adopted: June 12, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority, Moreno Valley, California do hereby certify that HA Resolution No. 2012-06 was duly and regularly adopted by the Commission of the Moreno Valley Housing Authority at its regular meeting held on the 12th day of June, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

Resolution No. HA 2012-06
Date adopted: June 12, 2012

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**City of Moreno Valley
FY2012-13 Budget Amendments**

EXHIBIT A

Fund	Department	Explanation	General Fund	Internal Service Fund	Successor Agency	CSD	Housing Authority	Other Funds
10	Fire	Morrison Fire Station	273,235	-	-	-	-	-
10	Fire	Bring contract inspector in-house PT	(50,000)	-	-	-	-	-
10	Fire	Create FT Executive Assistant position	90,000	-	-	-	-	-
10	Financial & Administrative Services	Re-Fund FT Executive Assistant	90,000	-	-	-	-	-
750	Financial & Administrative Services	Replace phone/PBX components	-	70,000	-	-	-	-
751	Financial & Administrative Services	Replace City Hall First Floor carpet	-	175,000	-	-	-	-
161	Parks & Community Services	Fund new Senior Parks Maintenance Tech	-	-	-	67,000	-	-
TOTAL EXPENSE			\$ 403,235	\$ 245,000	\$ -	\$ 67,000	\$ -	\$ -

Department	Explanation	General Fund	Internal Service Fund	Successor Agency	CSD	Housing Authority	Other Funds
Employee MOU							
Citywide - Salaries	4.75% Cost of Living Adjustment	\$ 466,503	\$ 89,634	\$ 12,460	\$ 185,268	\$ 18,273	\$ 272,893
Citywide - Benefits	Benefits affected by adjustment	153,053	30,743	4,355	61,202	6,290	87,838
Citywide - Temp. Salaries	4.75% Cost of Living Adjustment	10,366	3,826	435	22,352	998	42,023
EMPLOYEE MOU		\$ 629,922	\$ 124,203	\$ 17,250	\$ 268,822	\$ 25,561	\$ 402,754

City of Moreno Valley
 FY2012-13 Budget Amendments

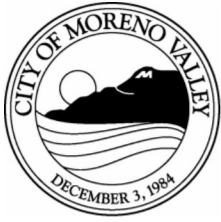
<u>Fund</u>	<u>Department</u>	<u>Explanation</u>	<u>General Fund</u>	<u>Internal Service Fund</u>	<u>Successor Agency</u>	<u>CSD</u>	<u>Housing Authority</u>	<u>Other Funds</u>
REVENUE								
791	Successor Agency Revenue	BU 7910	-	-	8,950,000	-	-	-
884	Housing Authority Revenue	BU 8840	-	-	-	-	2,900,000	-
TOTAL REVENUE			\$ -	\$ -	\$ 8,950,000	\$ -	\$ 2,900,000	\$ -
EXPENSE								
10	Successor Agency GF Expense	BU 79010	270,494	-	-	-	-	-
791	Successor Agency Expense	BU 79110 - Administration	-	-	250,000	-	-	-
791		BU 79120 - Operation	-	-	9,249,660	-	-	-
TOTAL EXPENSE			\$ 270,494	\$ -	\$ 9,499,660	\$ -	\$ -	\$ -

**MINUTES - REGULAR MEETING OF MAY 22, 2012 (Report
of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 12, 2012

TITLE: PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2012/2013 ANNUAL RATES

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing to consider all objections or protests of the “NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” as provided in the Public Notice;
2. Adopt “Resolution No. 2012-52, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll.”

BACKGROUND

The 1972 Federal Clean Water Act requires public agencies to obtain permits to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains and flood control channels. This Act also requires local agencies to clean urban runoff to the maximum extent practicable (MEP), which has not been defined by the federal or state government.

On October 25, 2002, the Santa Ana Regional Water Quality Control Board (SARWQCB) adopted new requirements the City must implement to remain in compliance. The requirements include a higher-level effort to divert pollutants from entering the drainage system. The service levels require site inspection, discharge monitoring, remedial cleanup efforts, and a higher level of maintenance of the streets and storm drain system before discharging water into the larger storm water collection system.

On June 10, 2003, the City Council approved the “NPDES Regulatory Rate Schedule for New Residential Development.” The “NPDES Regulatory Rate Schedule for New Residential Development” was designed to fund NPDES administration and maintenance of water quality ponds and bioswales associated with new single-family residential subdivisions. On January 27, 2004, the City Council authorized the collection of the NPDES regulatory rates for new residential development consisting of single-family dwellings.

On January 10, 2006, the City Council approved the “NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development.” The “NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development” was designed to fund NPDES public education, administration and monitoring of site design, source control and treatment control best management practices (BMPs) associated with new common interest, commercial, industrial and quasi-public use development.

On January 29, 2010, the SARWQCB issued a new NPDES permit. The new permit continues the 2002 mandates for the higher-level effort to divert pollutants and service levels.

The City Council conducted the Public Meeting on May 22, 2012, to provide an opportunity for the public to address the City Council on the proposed FY 2012/2013 annual NPDES regulatory rates.

Proposition 218

Proposition 218, approved in the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments as an incidence of property ownership. The City of Moreno Valley has reviewed Proposition 218 with respect to the NPDES regulatory rate collection process. Based upon this review, it has been determined that the NPDES regulatory rate as currently collected, is in compliance with Proposition 218. Conducting the Public Hearing allows property owners an opportunity to address the City Council regarding the continuation of the “NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development.”

DISCUSSION

The NPDES regulatory rates are necessary to fund the costs of the storm water

management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from benefiting parcels.

Proposed Regulatory Rates

The proposed rates shall be levied against each assessable benefiting parcel of real property that is required to comply with the City's NPDES Storm Water Management Program. The annual percentage change in Consumer Price Index (CPI) for Los Angeles, Riverside, and Orange Counties was +2.7%. Due to this increase, staff recommends that the adjustment to the annual rates occur. This increase is associated with utility cost increases and maintaining program service levels.

The following tables outline the services provided by each level of service, the current annual rates and the proposed annual rates.

Table 1 reflects the annual rates for New Residential Development.

TABLE 1

NPDES Regulatory Rate for New Residential Development			
Service Level		Current Maximum Annual Rate FY 2011/2012	Proposed Maximum Annual Rate FY 2012/2013 (rounded to the nearest whole dollar)
LEVEL I	NPDES Administration and overhead.	\$36.00/Parcel	\$37.00/Parcel
LEVEL II	Water Quality Pond/Basin Maintenance.	\$72.00/Parcel	\$74.00/Parcel
LEVEL II-A	Sand Filter Maintenance.	\$32.00/Parcel	\$33.00/Parcel
LEVEL III	Water Quality Pond/Basin Remediation/Reconstruction.	\$62.00/Parcel	\$64.00/Parcel
LEVEL IV	Water Quality System Retrofit.	\$143.00/Parcel	\$147.00/Parcel

Table 2 reflects the annual rates for New Common Interest, Commercial, Industrial and Quasi-Public Use Development.

TABLE 2

NPDES Regulatory Rate for New Common Interest, Commercial, Industrial and Quasi-Public Use Development			
Service Level		Current Maximum Annual Rate FY 2011/2012	Proposed Maximum Annual Rate FY 2012/2013 (rounded to the nearest whole dollar)
LEVEL I	NPDES Administration and overhead.	\$36.00/Parcel	\$37.00/Parcel
LEVEL II	Storm water and non-storm water runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site storm water compliance site activities; review site-specific technical reports and treatment control BMP maintenance records.	\$176.00/Parcel	\$181.00/Parcel

ALTERNATIVES

1. Conduct a Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice and adopt "Resolution No. 2012-52, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."
2. Not conduct a Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice and

adopt "Resolution No. 2012-52, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the

Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll." *By not conducting the Public Hearing and adopting the resolution, the County of Riverside ("County") may challenge our ability to place the NPDES rates on the County property tax bill.*

FISCAL IMPACT

Regulatory rate increases (including increases due to inflation) have been approved by the benefiting property owners through the mail ballot proceeding. The inflation factor is based on the annual percentage change in the Los Angeles-Riverside-Orange County CPI for the prior calendar year. The percentage change was +2.7%.

For Fiscal Year 2012/2013 the maximum annual regulatory rate per parcel for single-family residential development is \$291 (includes Levels I, II, II-A and IV combined from Table 1). The Level III rate is levied when a water quality pond/basin is taken out of service for remediation/reconstruction thus replaces the Level II rate. Since the Level III rate is lower than the Level II rate the maximum rate for residential development cannot be greater than the summation of Levels I, II, II-A and IV. The maximum annual regulatory rate for new common interest, commercial, industrial and quasi-public use development is \$218 (includes Levels I and II combined from Table 2).

Approving annual rates less than that proposed by staff may require a decrease in both the level and quality of service from that provided and approved by benefiting property owners in the previous year. The service level provided would be adjusted according to the approved funding level.

The NPDES Regulatory Rate levy collected from property owners supports current NPDES programs as identified herein. Funds collected from the NPDES Regulatory Rate levy are restricted for use only within the Storm Water Management Program.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

The proposed "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" provides a revenue source to fund the federally mandated requirements of the NPDES Storm Water Management Program for these types of development.

Public Facilities and Capital Projects

The revenue collected from the proposed “NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” will ensure that all site designs, source controls and treatment controls are properly implemented and maintained.

SUMMARY

The action before City Council is to conduct the Public Hearing, and to adopt the resolution authorizing and approving the levy of the annual NPDES regulatory rates, on certain benefiting properties within the City as submitted in the NPDES Special Levy Report. While state law, after adoption of Proposition 218, does not mandate public hearings to consider charges, rates or fees already in place, such hearings were required under state statutes before adoption of Proposition 218. City policy has been to continue the past practice as a courtesy to the public.

The County collects the rates each year on the property tax bill. The County requires an annual resolution be approved to establish the authority to collect the annual NPDES rate on the tax bill. Approval of the resolution will satisfy the County requirement. The resolution also includes information on compliance with Proposition 218.

NOTIFICATION

- Publication of Agenda
- Newspaper advertising was published on May 3, 2012, with information about the May 22, 2012, Public Meeting and the June 12, 2012, Public Hearing. Additionally, the June 12, 2012, Public Hearing notification was published on May 17, 2012, and again on May 24, 2012.

ATTACHMENTS/EXHIBITS

Attachment “1” – Proposed Resolution

Prepared By
Phuong Hunter
Associate Environmental Engineer

Department Head Approval
Barry Foster
Community & Economic Development Director

Concurred By
Kent Wegelin
Storm Water Program Manager

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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RESOLUTION NO. 2012-52

A RESOLUTION OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING AND APPROVING THE LEVY OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT ON THE COUNTY OF RIVERSIDE PROPERTY TAX ROLL

WHEREAS, as part of the 1972 Federal Clean Water Act, the federal government mandated that public agencies comply with the NPDES program to obtain Permits to discharge storm water runoff into municipally owned drainage facilities; and

WHEREAS, on January 29, 2010, the Santa Ana Regional Water Quality Control Board issued new requirements that cities must address, regarding the water pollution contained in storm water runoff to remain in compliance with federal mandates; and

WHEREAS, the City Council introduced Ordinance No. 708, on January 10, 2006, to repeal and reenact Chapter 3.50 of Title 3 of the City of Moreno Valley Municipal Code by relating to the establishment and collection of the NPDES regulatory rate for new residential and common interest, commercial, industrial, and quasi-public use development based on the approved NPDES regulatory rate and authorization of subsequent rate adjustments by resolution; and

WHEREAS, Sections 5473 through 5473.8 of the California Health and Safety Code provides that such services may be funded, in whole or in part, by rates which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the City; and

WHEREAS, the City Council, has determined, and hereby does determine, that it is in the interest of the City to have the NPDES regulatory rate on new residential, common interest, commercial, industrial, and quasi-public use development be so collected on the County of Riverside property tax roll; and

WHEREAS, the City Council has determined that levying a regulatory rate against each assessable parcel of real property that is required to comply with the NPDES Permit program, as hereinafter established, is necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from these land uses; and

WHEREAS, the City Council heretofore caused a report to be prepared that identified each parcel of real property, which is subject to the regulatory rate, and has caused notice of said report and of the public hearing thereon to be duly given; and

Attachment 1

Resolution No. 2012-52
Date Adopted: June 12, 2012

WHEREAS, the City Council held a Public Hearing on June 12, 2012, at which time all persons wishing to be heard were heard, and at which hearing the City Council heard and considered all objections and protests, if any; and

WHEREAS, on June 12, 2012, the City Council reviewed and considered the NPDES regulatory rate for new residential and common interest, commercial, industrial, and quasi-public use development to fund the federally mandated NPDES program.

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

1. The City Council shall authorize collection of the NPDES regulatory rate on the County of Riverside tax bill for federally mandated NPDES requirements to address the discharge of storm water runoff into municipally owned drainage facilities.

2. The maximum rate to be collected for fiscal year (FY) 2012/2013 shall be \$291.00 per parcel for new residential development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

3. The maximum rate to be collected for FY 2012/2013 shall be \$218.00 per parcel for new common interest, commercial, industrial, and quasi-public-use development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

4. The NPDES regulatory rate, as herein confirmed, shall be collected on the tax roll at the same time and by the same persons, and in the same manner as, together with and not separately from, general taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties, as provided for in Sections 5473 through 5473.8 of the California Health and Safety Code.

5. The City Council made a finding that collection of the NPDES regulatory rate is in compliance with Proposition 218.

6. The effective date of this Resolution shall be June 12, 2012.

Resolution No. 2012-XX
Date Adopted: June 12, 2012

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-XX
Date Adopted: June 12, 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-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2012-XX
Date Adopted: June 12, 2012



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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: June 12, 2012

TITLE: PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS (“GANN”) LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2012-13

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2012-13; and
2. Adopt Resolution No. 2012-45 establishing the appropriations limit at \$93,811,748 for the City of Moreno Valley for Fiscal Year 2012-13.

BACKGROUND

On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIIIB of the State Constitution. Article XIIIB sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

- Each year, the State and local governments must adopt a resolution establishing an appropriations limit, also known as the “Gann Limit”. Fiscal Year 1984-85 appropriations serve as the base for this limit, with adjustments being made annually to reflect increases in population, the cost of living, and financial responsibility transfers.

- Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court or Federal government mandates.
- All tax revenues received in excess of the appropriations limit must be refunded to taxpayers within a two-year period.
- The voters may approve an increase in the appropriations limit. For the increase to remain in effect, however, it must be re-approved by voters at four-year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIII B of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

- The change in the cost of living is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Previously, the change in the cost of living was defined as the lesser of the change in the U.S. Consumer Price Index or the change in California per capita personal income.
- The change in population is defined as either a change in the City's population or a change in the County's population, whichever is greater.
- "Qualified capital outlay projects" were added to the items exempted from the appropriations limit. Qualified capital outlay projects must have a useful life of ten or more years and a cost that equals or exceeds \$100,000.
- Tax revenues received in excess of the appropriations limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.
- The annual calculation of the appropriations limit must be reviewed as part of the City's annual financial audit.

DISCUSSION

The information used to calculate the City's Fiscal Year 2012-13 appropriations limit is presented in Exhibit A, Proceeds of Tax Calculation and Exhibit B, Appropriations (Gann) Limit Calculation. The City's appropriations limit for Fiscal Year 2011-12 was \$89,463,807; the change factor allowed by Proposition 111 due to population and cost of living changes is 1.0486. This results in a Fiscal Year 2012-13 appropriations limit of \$93,811,748.

As previously indicated, Proposition 111 provides several options for calculating increases in the appropriations limit. With respect to the change in population, the increase in the City's population was used since it was greater than the growth reported for the County (+1.05% vs. +.99%).

With respect to the change in the cost-of-living criterion, the change in California per capita personal income (+3.77%) was used, as the change in non-residential assessed valuation information is not yet available from the County.

The City's total projected revenue proceeds from the General Fund are \$73,954,923. Of this amount, \$57,930,634 is identified as coming from tax proceeds, while \$16,024,289 is identified as coming from non-tax proceeds. Exhibit A provides a breakdown of budgeted revenues and their classification as tax proceeds or non-tax proceeds.

The Fiscal Year 2012-13 Operating Budget contains appropriations subject to the limitation of \$57,930,634. This amount is \$35,881,114 below the City's legal appropriations limit of \$93,811,748.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Adopt Resolution No. 2012-45 establishing the City's Fiscal Year 2012-13 appropriations limit at \$93,811,748;
2. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

There is no fiscal impact. The City is safely within its legal appropriations limit for Fiscal Year 2012-13.

CITY COUNCIL GOALS

None applicable

SUMMARY

Each year the City is required to adopt a resolution establishing a limit on its appropriations of tax proceeds. The Traffic Congestion Relief and Spending Limitation Act (Proposition 111), approved by the voters on June 5, 1990, changed some of the factors used in the calculation of this limit. For Fiscal Year 2012-13, the City's appropriations limit is calculated to be \$93,811,748. The City's Operating Budget contains appropriations subject to the limit totaling \$57,930,634. Therefore, the portion of the Fiscal Year 2012-13 Operating Budget subject to the limit is \$35,881,114 less than the City's Fiscal Year 2012-13 appropriations limit.

NOTIFICATION

This agenda item on the Fiscal Year 2012-13 Appropriations ("Gann") Limit was properly noticed as a Public Hearing.

ATTACHMENTS/EXHIBITS

- Attachment 1 - Resolution No. 2012-45
- Exhibit A - Proceeds of Tax Calculation
- Exhibit B - Appropriations (Gann) Limit Calculation
- Exhibit C - Summary of Annual Appropriation (Gann) Limits

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

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

RESOLUTION NO. 2012-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012-13

WHEREAS, Article XIII B of the California Constitution and Section 7910 of the California Government Code require that each year the City of Moreno Valley shall by resolution, establish an appropriations limit for the City for the following fiscal year; and

WHEREAS, the City Council has received the Operating Budget for Fiscal Year 2012-13, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the City's Financial & Administrative Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the City for Fiscal Year 2012-13 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution; and

WHEREAS, the City Council has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the City Council.

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

1. That the appropriations limit for the City of Moreno Valley for Fiscal Year 2012-13 is hereby established at \$93,811,748, and the total annual appropriations subject to such limitation for Fiscal Year 2012-13 is estimated to be \$57,930,634
2. The City Council hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriations (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the City of Moreno Valley reserves the right to change or revise any gross factors associated with the calculation of the limit established pursuant to Article XIII B of the California Constitution if such changes or revisions would result in a more advantageous appropriation limit in the present or future.
3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2012, the City Clerk shall file a copy of this Resolution with the Auditor of the County of Riverside.

Attachment 1

Resolution No. 2012-45
Date Adopted: June 12, 2012

4. Within fifteen days after the adoption of this Resolution, the City Clerk shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-45
Date Adopted: June 12, 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. 2012-45 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

(SEAL)

Resolution No. 2012-45
Date Adopted: June 12, 2012

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**CITY OF MORENO VALLEY
 APPROPRIATIONS (GANN) LIMIT
 PROCEEDS OF TAX CALCULATION
 GENERAL FUND FY 2012/13**

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
<u>Taxes</u>			
Property (1)	\$ 23,200,000		\$ 23,200,000
Sales (2)	13,800,000		13,800,000
Motor Vehicle In-Lieu	-		-
Business Gross Receipts	1,140,000		1,140,000
Utility Users	16,060,000		16,060,000
Other Taxes	1,190,000		1,190,000
<u>Fees</u>			
Franchise		5,410,000	5,410,000
Development Fees		3,149,550	3,149,550
Other Fees, Permits & Licenses		3,479,200	3,479,200
Fines & Forfeitures		-	-
Administrative Charges		2,270,000	2,270,000
Intergovernmental		235,000	235,000
Miscellaneous		777,673	777,673
Total	\$ 55,390,000	\$ 15,321,423	\$ 70,711,423
% of Total	78.33	21.67	100.00
Allocation of Interest	2,540,634	702,866	3,243,500
Adjusted Total	\$ 57,930,634	\$ 16,024,289	\$ 73,954,923

Revenues are based on FY 2012/13 Operating Budget

Notes:

- (1) Includes Property Tax In-Lieu of Vehicle License Fees In-Lieu
- (2) Includes Property Tax In-Lieu of Sales Tax

EXHIBIT B

**CITY OF MORENO VALLEY
 APPROPRIATIONS (GANN) LIMITS
 LIMIT CALCULATION
 GENERAL FUND FY 2012/13**

APPROPRIATIONS SUBJECT TO THE LIMIT

FY 2012/13 Total Revenue *	\$ 73,954,923
Less: Non-Proceeds of Tax	<u>16,024,289</u>
A) Total Appropriations Subject to the Limit	\$ 57,930,634

APPROPRIATIONS LIMIT

B) FY 2011/12 Appropriations Limit	\$ 89,463,807
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C) Change Factor **	<u>% Increase</u>	<u>Factor</u>
Cost of Living Adjustment - CPI	3.77	1.0377
Population Adjustment - PA	1.05	<u>1.0105</u>
Change Factor (CPI x PA)		<u><u>1.0486</u></u>

D) Increase in Appropriations Limit	4,347,941
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E) FY 2012-13 Appropriations Limit (B x C)	<u>\$ 93,811,748</u>
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REMAINING APPROPRIATIONS CAPACITY

(E - A)	<u>\$ 35,881,114</u>
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Remaining Capacity as a Percent of the FY 2012/13 Appropriations Limit	<u><u>38.25</u></u>
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* Revenues based upon FY 2012/13 Operating Budget

** State Department of Finance
 Percent of Change in California Per Capita Income
 Percent of Change in City of Moreno Valley Population

**CITY OF MORENO VALLEY
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS
GENERAL FUND AND COMMUNITY SERVICES DISTRICT**

FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	GENERAL FUND			COMMUNITY SERVICES DISTRICT		
			APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	\$8,000,000	\$1,489,525	\$6,510,475	\$1,000,000	\$225,224	\$774,776
1985/86	3.74%	-	\$8,299,200	\$5,801,524	\$2,497,676	\$1,037,400	\$366,257	\$671,143
1986/87	2.30%	13.34%	\$10,739,623	\$7,182,998	\$3,556,625	\$1,730,616	\$571,404	\$1,159,212
1987/88	3.40%	21.27%	\$13,419,869	\$8,186,487	\$5,233,382	\$2,162,519	\$514,685	\$1,647,834
1988/89	3.93%	13.98%	\$15,897,098	\$9,117,625	\$6,779,473	\$2,561,707	\$595,770	\$1,965,937
1989/90	4.98%	11.53%	\$18,612,989	\$10,193,243	\$8,419,746	\$2,999,354	\$973,431	\$2,025,923
1990/91	4.21%	12.34%	\$21,790,136	\$12,168,319	\$9,621,817	\$3,511,329	\$1,447,368	\$2,063,961
1991/92	4.14%	9.53%	\$25,184,125	\$12,702,824	\$12,481,301	\$4,058,248	\$1,068,016	\$2,990,232
1992/93	-0.64%	4.74%	\$26,209,119	\$21,751,950	\$4,457,169	\$4,223,419	\$1,127,115	\$3,096,304
1993/94	2.72%	3.69%	\$27,915,333	\$22,167,783	\$5,747,550	\$4,498,364	\$1,090,166	\$3,408,198
1994/95	0.71%	2.56%	\$28,833,747	\$22,191,470	\$6,642,277	\$4,646,360	\$839,650	\$3,806,710
1995/96	4.72%	2.66%	\$30,999,161	\$21,770,020	\$9,229,141	\$4,995,302	\$1,018,520	\$3,976,781
1996/97	4.67%	1.91%	\$33,066,805	\$22,117,750	\$10,949,055	\$5,328,489	\$952,480	\$4,376,009
1997/98	4.67%	0.19%	\$34,677,158	\$22,635,500	\$12,041,658	\$5,587,986	\$952,480	\$4,635,506
1998/99	4.15%	4.44%	\$37,718,345	\$23,919,000	\$13,799,345	\$6,078,052	\$1,000,500	\$5,077,552
1999/00	4.53%	2.29%	\$40,328,454	\$26,298,904	\$14,029,550	\$6,498,653	\$1,796,366	\$4,702,287
2000/01	4.91%	3.36%	\$43,728,143	\$27,701,784	\$16,026,359	\$7,046,489	\$1,831,589	\$5,214,900
2001/02	7.82%	5.68%	\$49,823,846	\$30,910,955	\$18,912,891	\$8,028,770	\$2,074,425	\$5,954,345
2002/03	-1.27%	3.88%	\$51,099,336	\$34,456,312	\$16,643,024	\$8,234,307	\$2,244,708	\$5,989,599
2003/04	2.31%	3.72%	\$54,226,615	\$37,805,936	\$16,420,679	\$8,738,247	\$2,465,590	\$6,272,657
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2006/07	3.96%	5.59%	\$71,855,651	\$59,592,475	\$12,263,176	\$11,579,046	\$3,987,532	\$7,591,514
2007/08	4.42%	3.38%	\$77,568,175	\$72,653,027	\$4,915,148	\$12,499,580	\$4,615,504	\$7,884,076
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2009/10	0.62%	1.83%	\$85,198,650	\$56,124,960	\$29,073,690	\$13,729,179	\$4,108,012	\$9,621,167
2010/11	-2.54%	1.40%	\$84,193,306	\$50,777,288	\$33,416,018	\$13,567,175	\$3,059,579	\$10,507,596
2011/12	2.51%	3.66%	\$89,463,807	\$54,120,708	\$35,343,099	\$14,416,480	\$3,146,478	\$11,270,002
2012/13	3.77%	1.05%	\$93,811,748	\$57,930,634	\$35,881,114	\$15,117,121	\$3,146,049	\$11,971,072

Item No. E.2 -589-

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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, acting in their capacity as President and Board Members of the Moreno Valley Community Services District

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: June 12, 2012

TITLE: PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS (“GANN”) LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2012-13

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council, acting in their capacity as President and Board Members of the Moreno Valley Community Services District:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District’s appropriations limit for Fiscal Year 2012-13; and
2. Adopt Resolution No. CSD 2012-08 establishing the appropriations limit at \$15,117,121 for the Moreno Valley Community Services District for Fiscal Year 2012-13.

BACKGROUND

On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIII B of the State Constitution. Article XIII B sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

- Each year, the State and local governments must adopt a resolution establishing an appropriations limit, also known as the “Gann Limit”. Fiscal Year 1984-85 appropriations serve as the base for this limit, with adjustments being made annually to reflect increases in population, the cost of living, and financial responsibility transfers.
- Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court or Federal government mandates.
- All tax revenues received in excess of the appropriations limit must be refunded to taxpayers within a two-year period.
- The voters may approve an increase in the appropriations limit. For the increase to remain in effect, however, it must be re-approved by voters at four-year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIII B of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

- The change in the cost of living is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Previously, the change in the cost of living was defined as the lesser of the change in the U.S. Consumer Price Index or the change in California per capita personal income.
- The change in population is defined as either a change in the City’s population or a change in the County’s population, whichever is greater.
- “Qualified capital outlay projects” were added to the items exempted from the appropriations limit. Qualified capital outlay projects must have a useful life of ten or more years and a cost that equals or exceeds \$100,000.
- Tax revenues received in excess of the appropriations limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.
- The annual calculation of the appropriations limit must be reviewed as part of the City’s annual financial audit.

DISCUSSION

The information used to calculate the Fiscal Year 2012-13 appropriations limit for the Moreno Valley Community Services District (District) is presented in Exhibit A, Proceeds of Tax Calculation and Exhibit B, Appropriations (Gann) Limit Calculation. The District's appropriations limit for Fiscal Year 2011-12 was \$14,416,480. The change factor allowed by Proposition 111 due to population and cost of living changes is 1.0486. This results in a Fiscal Year 2012-13 appropriations limit of \$15,117,121.

As previously indicated, Proposition 111 provides several options for calculating increases in the appropriations limit. With respect to the change in population, the increase in the City's population was used since it was greater than the growth reported for the County (+1.05% vs. +.99%).

With respect to the change in the cost-of-living criterion, the change in California per capita personal income (+3.77%) was used, as the change in non-residential assessed valuation information is not yet available from the County.

The total projected revenue proceeds from the District are \$16,728,807. Of this amount, \$3,146,049 is identified as coming from tax proceeds, while \$13,582,758 is identified as coming from non-tax proceeds. Exhibit A provides a breakdown of budgeted revenues and their classification as tax proceeds or non-tax proceeds.

The Fiscal Year 2012-13 Operating Budget contains appropriations subject to the limitation of \$3,146,049. This amount is \$11,971,072 below the District's legal appropriations limit of \$15,117,121.

ALTERNATIVES

The following alternatives are available to the Board:

1. Adopt Resolution No. CSD 2012-08 establishing the District's Fiscal Year 2012-13 appropriations limit at \$15,117,121.
2. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

There is no fiscal impact. The District is safely within its legal appropriations limit for Fiscal Year 2012-13.

CITY COUNCIL GOALS

None applicable

SUMMARY

Each year the Moreno Valley Community Services District (District) is required to adopt a resolution establishing a limit on its appropriations of tax proceeds. The Traffic Congestion Relief and Spending Limitation Act (Proposition 111), approved by the voters on June 5, 1990, changed some of the factors used in the calculation of this limit. For Fiscal Year 2012-13, the District's appropriations limit is calculated to be \$15,117,121. The District's Operating Budget contains appropriations subject to the limit totaling \$3,146,049. Therefore, the portion of the Fiscal Year 2012-13 Operating Budget subject to the limit is \$11,971,072 less than the District's Fiscal Year 2012-13 appropriations limit.

NOTIFICATION

This agenda item on the Fiscal Year 2012-13 Appropriations ("Gann") Limit was properly noticed as a Public Hearing.

ATTACHMENTS/EXHIBITS

- Attachment 1 - Resolution No. CSD 2012-08
- Exhibit A - Proceeds of Tax Calculation
- Exhibit B - Appropriations (Gann) Limit Calculation
- Exhibit C - Summary of Annual Appropriation (Gann) Limits

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

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

RESOLUTION NO. CSD 2012-08

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012-13

WHEREAS, Article XIII B of the California Constitution and Section 7910 of the California Government Code require that each year the Moreno Valley Community Services District (District) shall by resolution, establish an appropriations limit for the District for the following fiscal year; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has received the Operating Budget for Fiscal Year 2012-13, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the District; and

WHEREAS, the District's Financial & Administrative Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the District for Fiscal Year 2012-13 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the Board of Directors of the District.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. That the appropriations limit for the Moreno Valley Community Services District for Fiscal Year 2012-13 is hereby established at \$15,117,121, and the total annual appropriations subject to such limitation for Fiscal Year 2012-13 is estimated to be \$3,146,049.
2. The District's Board of Directors hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriation (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the District reserves the right to change or revise any gross factors associated with the calculation of the limit established pursuant to Article XIII B of the California Constitution if such changes or revisions would result in a more advantageous appropriations limit in the present or future.

Attachment 1

Resolution No. CSD 2012-08
Date Adopted: June 12, 2012

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2012, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall file a copy of this Resolution with the Auditor of the County of Riverside.
4. Within fifteen days after the adoption of this Resolution, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity
of Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

RESOLUTION JURAT

Resolution No. CSD 2012-08
Date Adopted: June 12, 2012

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2012-08 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 12th day of June, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2012-08
Date Adopted: June 12, 2012

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**CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMIT
PROCEEDS OF TAX CALCULATION
COMMUNITY SERVICES DISTRICT FY 2012/13**

<u>REVENUE SOURCE</u>	<u>BUDGETED PROCEEDS OF TAX</u>	<u>BUDGETED NON-PROCEEDS OF TAX</u>	<u>TOTAL REVENUE</u>
<u>Taxes</u>			
Zone A - Parks & Recreation	\$ 1,695,100		\$ 1,695,100
Zone B - Residential Lights	94,200		94,200
Zone C - Arterial Lights	97,800		97,800
Zone L - Library Services	1,244,800		1,244,800
<u>Fees</u>			
Zone A - Parks & Recreation		6,027,900	6,027,900
Zone B - Residential Lights		933,352	933,352
Zone C - Arterial Lights		431,186	431,186
Zone D - Standard Landscaping		1,138,180	1,138,180
Zone E - Extensive Landscaping		2,444,438	2,444,438
Zone L - Library Services		73,600	73,600
Zone M - Median Fund		182,031	182,031
<u>Miscellaneous</u>			
Zone A - Parks & Recreation		274,500	274,500
Zone E - Extensive Landscaping		3,800	3,800
<u>Transfers In</u>			
Zone A - Parks & Recreation		307,500	307,500
Zone B - Residential Lights		675,000	675,000
Zone C - Arterial Lights		420,000	420,000
Zone L - Library Services		506,800	506,800
Zone M - Median Fund		103,400	103,400
Total	\$ 3,131,900	\$ 13,521,687	\$ 16,653,587
% of Total	18.81	81.19	100.00
Allocation of Interest *	14,149	61,071	75,220
Adjusted Total	\$ 3,146,049	\$ 13,582,758	\$ 16,728,807

Interest consists of the following:

Zone A - \$0
Zone B - \$0
Zone C - \$4,500
Zone D - \$720
Zone E - \$70,000
Zone L - \$0
Zone M - \$0

Revenues are based upon FY 2012/13 Operating Budget

EXHIBIT B

**CITY OF MORENO VALLEY
 APPROPRIATIONS (GANN) LIMITS
 LIMIT CALCULATION
 COMMUNITY SERVICES DISTRICT FY 2012/13**

APPROPRIATIONS SUBJECT TO THE LIMIT

FY 2012/13 Total Revenue *	\$ 16,728,807
Less: Non-Proceeds of Tax	<u>13,582,758</u>
A) Total Appropriations Subject to the Limit	\$ 3,146,049

APPROPRIATIONS LIMIT

B) FY 2011/12 Appropriations Limit	14,416,480
------------------------------------	------------

C) Change Factor **	<u>% Increase</u>	<u>Factor</u>
Cost of Living Adjustment - CPI	3.77	1.0377
Population Adjustment - PA	1.05	<u>1.0105</u>
Change Factor (CPI x PA)		<u><u>1.0486</u></u>

D) Increase in Appropriations Limit	700,641
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E) FY 2012/13 Appropriations Limit (B x C)	<u>\$ 15,117,121</u>
--	----------------------

REMAINING APPROPRIATIONS CAPACITY

(E - A)	<u>\$ 11,971,072</u>
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Remaining Capacity as a Percent of the FY 2012/13 Appropriations Limit	<u><u>79.19</u></u>
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* Revenues based upon FY 2012/13 Operating Budget

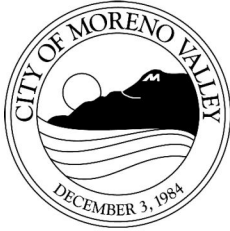
** State Department of Finance
 Percent of Change in California Per Capita Income
 Percent of Change in City of Moreno Valley Population

**CITY OF MORENO VALLEY
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS
GENERAL FUND AND COMMUNITY SERVICES DISTRICT**

FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	GENERAL FUND			COMMUNITY SERVICES DISTRICT		
			APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	\$8,000,000	\$1,489,525	\$6,510,475	\$1,000,000	\$225,224	\$774,776
1985/86	3.74%	-	\$8,299,200	\$5,801,524	\$2,497,676	\$1,037,400	\$366,257	\$671,143
1986/87	2.30%	13.34%	\$10,739,623	\$7,182,998	\$3,556,625	\$1,730,616	\$571,404	\$1,159,212
1987/88	3.40%	21.27%	\$13,419,869	\$8,186,487	\$5,233,382	\$2,162,519	\$514,685	\$1,647,834
1988/89	3.93%	13.98%	\$15,897,098	\$9,117,625	\$6,779,473	\$2,561,707	\$595,770	\$1,965,937
1989/90	4.98%	11.53%	\$18,612,989	\$10,193,243	\$8,419,746	\$2,999,354	\$973,431	\$2,025,923
1990/91	4.21%	12.34%	\$21,790,136	\$12,168,319	\$9,621,817	\$3,511,329	\$1,447,368	\$2,063,961
1991/92	4.14%	9.53%	\$25,184,125	\$12,702,824	\$12,481,301	\$4,058,248	\$1,068,016	\$2,990,232
1992/93	-0.64%	4.74%	\$26,209,119	\$21,751,950	\$4,457,169	\$4,223,419	\$1,127,115	\$3,096,304
1993/94	2.72%	3.69%	\$27,915,333	\$22,167,783	\$5,747,550	\$4,498,364	\$1,090,166	\$3,408,198
1994/95	0.71%	2.56%	\$28,833,747	\$22,191,470	\$6,642,277	\$4,646,360	\$839,650	\$3,806,710
1995/96	4.72%	2.66%	\$30,999,161	\$21,770,020	\$9,229,141	\$4,995,302	\$1,018,520	\$3,976,781
1996/97	4.67%	1.91%	\$33,066,805	\$22,117,750	\$10,949,055	\$5,328,489	\$952,480	\$4,376,009
1997/98	4.67%	0.19%	\$34,677,158	\$22,635,500	\$12,041,658	\$5,587,986	\$952,480	\$4,635,506
1998/99	4.15%	4.44%	\$37,718,345	\$23,919,000	\$13,799,345	\$6,078,052	\$1,000,500	\$5,077,552
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2012/13	3.77%	1.05%	\$93,811,748	\$57,930,634	\$35,881,114	\$15,117,121	\$3,146,049	\$11,971,072

Item No. E.3 -601-

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SPAB</i>
CITY MANAGER	<i>mo</i>

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 12, 2012

TITLE: A PUBLIC HEARING ON A MUNICIPAL CODE AMENDMENT (PA12-0008) TO REVISE PORTIONS OF THE CITY'S SIGN CODE IN SECTION 9.12.060.D TO ALLOW FOR INCREASED SIGN COPY AREA AND HEIGHT FOR DRIVE-THROUGH RESTAURANT MENU BOARDS.

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing for Municipal Code Amendment PA12-0008, and subsequent to the public hearing:

1. **RECOGNIZE** that application PA12-0008 (Municipal Code Amendment) will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15305, Minor Alterations to Land Use Limitations, as a Class 5 Categorical Exemption; and
2. **INTRODUCE** Ordinance No. 847 thereby APPROVING Municipal Code Amendment PA12-0008, based on the findings in the City Council Ordinance.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, at its May 10, 2012, meeting approved Planning Commission Resolution No. 2012-10 by a vote of 7-0, recommending that the City Council recognize that Municipal Code Amendment PA12-0008 is exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15305, as a Class 5 Categorical Exemptions, and approve the Municipal Code Amendment.

BACKGROUND

The applicant, Contractors Permit Services, has submitted application PA12-0008 for a Municipal Code Amendment. The applicant's request with this application included changes to the Municipal Code to allow for increased copy area and increased height for menu boards. The applicant also requested a change that would allow for installation of illuminated company logos on the menu board.

Based on conversations with Grover Moss, the owner of the Taco Bell, the larger/taller menu board and the inclusion of the company logo is preferred, as it is more consistent with Taco Bell corporate preferences and more consistent with menu boards at other Taco Bell locations and other drive-through restaurants in Moreno Valley and in the region.

Please see Attachment 9 for the applicant's explanation of the requested changes. For reference, the recently approved menu board plans are included as Attachment 6. Attachments 7 and 8 are the preferred menu board plans and a sample photo of the preferred menu board. Attachment 10 includes sample photographs and information for existing menu boards in Moreno Valley and Murrieta.

The applicant provided a survey of the sign codes for several area jurisdictions (San Bernardino, Riverside, Beaumont, Corona, and Murrieta). Copy area for menu boards in the City of Moreno Valley's current sign code appears to be less than what is allowed in other cities.

DISCUSSION

Planning staff has reviewed the requested changes and the sign code information provided by the applicant from other jurisdictions. Based on that review, the request for increased copy area and height appears to be reasonable.

However, staff has concerns with allowing the use of a company logo on the menu board and is not recommending this change for approval.

Under the City's current sign code, logos are permitted when incorporated into the design of a gas station canopy, wall sign, monument sign or freeway sign.

The use of a logo as requested by the applicant is a significant change to City policy. Such a change would require more comprehensive research and is beyond the scope of this application and should be reviewed in conjunction with a more comprehensive review of the sign code.

Planning staff has reviewed the City's Sign Regulations in Municipal Code Section 9.12.060 and General Plan sign policies 2.10.6 and 7.7.3 and determined that the applicant's request to increase the copy area and height of menu boards is consistent with the stated intent of the City's sign code and the General Plan.

Staff proposes the following changes to the City's sign code in Section 9.12.060.D, as described below and as depicted in Attachment 5:

- Increased sign copy area for drive-through restaurant menu boards from 36 square feet to 48 square feet or a maximum of 64 square feet for a single menu board; and
- Increased height for drive-through restaurant menu boards from six feet to eight feet inclusive of the base.

Planning Commission Public Hearing

A Planning Commission public hearing for the project was conducted on May 10, 2012. There were no requests from the public to speak at this meeting, nor any public inquiries during the ten day noticing period.

The Planning Commissioners asked questions of staff and discussed the project. The primary concern expressed by various Commissioners was the applicant's request to add a corporate logo to the top of the menu board. Several Commissioners appeared to be in support of the expanded use of logos.

Planning staff explained current City policy according to the Municipal Code and stated that the request had City-wide implications and would be more appropriately addressed as part of a comprehensive update to the City's sign code.

Following additional discussion, the Planning Commission then voted 7-0 to recommend that the City Council approve the Municipal Code Amendment.

ENVIRONMENTAL

Although the proposed Municipal Code Amendment will be effective citywide, it addresses minor land use matters and does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley.

As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

ALTERNATIVES

1. The City Council could deny the project. If denial of the project is chosen, it is recommended that the item be continued in order to complete the necessary resolution and findings for a denial.
2. The City Council could approve the project.
3. The City Council could modify the project as presented.
4. The City Council could refer the project back to the Planning Commission with direction.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

A display notice was published in the newspaper and a public notice was posted at required City locations. As of the date of report preparation, staff had received no public inquiries in response to the noticing for this project.

ATTACHMENTS/EXHIBITS

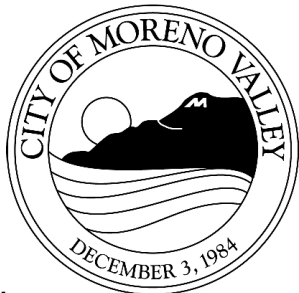
1. Public Hearing Notice
2. Ordinance for Municipal Code Amendment
3. Planning Commission Minutes from May 10, 2012 Meeting
4. Revisions to Municipal Code Section 9.12.060.D
5. Approved Taco Bell Menu Board
6. Preferred Taco Bell Menu Board
7. Sample Photo – Preferred Menu Board
8. Applicant explanation for menu board changes
9. Photos of existing menu boards

Prepared By:
 Jeff Bradshaw
 Associate Planner

Department Head Approval:
 Barry Foster
 Community & Economic Development Director

Concurred By:
 John C. 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

THE CITY COUNCIL WILL CONSIDER AN AMENDMENT (PA12-0008) TO THE CITY OF MORENO VALLEY MUNICIPAL CODE. THE MUNICIPAL CODE AMENDMENT PROPOSES TO REVISE PORTIONS OF THE SIGN CODE IN SECTION 9.12.060.D TO ALLOW FOR INCREASED COPY AREA AND INCREASED HEIGHT FOR DRIVE-THROUGH RESTAURANT MENU BOARDS.

The Municipal Code Amendment (PA12-0008) proposes to increase maximum sign copy area for drive-through restaurant pre-menu and menu boards from 36 square feet to 48 square feet or a maximum of 64 square feet for a single menu board. The maximum height for menu boards would increase from 6 feet to 8 feet inclusive of the sign base.

As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

The City Council may consider modifications or alternatives to the amendment or the environmental determination. The amendment is proposed to be exempt under California Environmental Quality Act Guidelines Section 15061 as defined by Section 15378.

Any person interested in the proposed project may contact Jeff Bradshaw at (951) 413-3224 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 Council on or before the following meeting date:

**Tuesday, June 12, 2012
6:30 P.M.
City Council Chamber
14177 Frederick Street
Moreno Valley, CA 92552-0885**

ATTACHMENT 1

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ORDINANCE NO.847

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION PA12-0008 AMENDING THE MUNICIPAL CODE TO INCREASE THE MAXIMUM HEIGHT AND SIGN AREA FOR MENU BOARDS IN THE CITY'S SIGN CODE IN SECTION 9.12.060.D.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. PRIOR ENACTMENTS REPEALED:

1.1 All prior enactments of the City, which are in conflict with this Ordinance, are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 2: FINDINGS

2.1 With respect to the proposed Municipal Code Amendment, and based upon substantial evidence presented to the City Council during the public hearing on June 12, 2012, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed Municipal Code Amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: General Plan policy 2.10.6 states that signs should be highly compatible with the building and site design relative to size, color, material, and placement. Policy 7.7.3 states that reasonable controls should be implemented on the size, number and design of signs to minimize degradation of visual quality. The changes proposed to the Municipal Code are consistent with the General Plan and do not conflict with the goals, objectives, policies, and programs established within the Plan.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

FACT: Although the proposed amendment will be effective citywide, it addresses minor land use matters and does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions. As a minor alteration to land use limitations,

ATTACHMENT 2

Ordinance No. 847
Date Adopted: June 26, 2012

the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

3. Conformance with Title 9 – The proposed Municipal Code Amendment is consistent with the purposes and intent of Title 9.

FACT: The purpose and intent of the City's sign regulation as stated in Municipal Code Section 9.12.060 is to aid in the identification of land uses and facilities to provide for public convenience; encourage signs that are attractive, discourage clutter and maintain a high quality visual image for the community; promote the economic well-being of local businesses and the community; reduce traffic and safety hazards; and ensure that signs are in keeping with the goals, objectives and policies of the city of Moreno Valley general plan. As proposed, the Municipal Code Amendment is consistent with the purposes and intent of Title 9.

SECTION 3 MUNICIPAL CODE AMENDMENT:

- 3.1 The City's sign regulations in Chapter 9.12 of Title 9 of the City of Moreno Valley Municipal Code in Section 9.12.060.D are hereby revised as follows:

D. Drive-Through Restaurant Menu Boards. Two additional signs shall be permitted for the purpose of displaying the type and price of products sold on-site to drive-through customers. Such signs may include a speaker system to allow drive-through customers to order food and beverages. Such signs shall not exceed forty-eight (48) square feet in area and eight feet in height inclusive of the base. If the restaurant elects to build only a single menu board, the sign shall not exceed 64 square feet and the height shall not exceed eight feet inclusive of the base.

SECTION 4: EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 26th day of June, 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. _____ had its first reading on June 12, 2012 and had its second reading on June 26, 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 26th day of June, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Ordinance No. 847
Date Adopted: June 26, 2012

1 operators that were a problem... for whatever reason, that was built a long time
2 ago. He got approved without a Conditional Use Permit. I can't vouch for why
3 that happened but it did; it was a long time ago and so with this approval and the
4 unlikely event that you know this operator falls out of line, it is a Conditional Use
5 Permit; it has a lot more strings attached to it that if problems happen, we have a
6 much stronger ability to act.

7
8 **COMMISSIONER CROTHERS** – Thank you very much John

9
10 **CHAIR BAKER** – Julia would you ask the legal beagle to come back on in.
11 Thank you.

12
13 **PLANNING OFFICIAL TERELL** – You can proceed. Just hold all your legal
14 questions until he returns.

15
16 **CHAIR BAKER** – Okay

17
18
19 **3. Case Number: PA12-0008 Municipal Code Amendment**

20
21 **Case Planner: Jeff Bradshaw**

22
23 **CHAIR BAKER** – Item No. 3 has to do with Case Number PA12-0008, a
24 Municipal Code Amendment to Section 9.12.060.D, to increase the maximum
25 copy area and maximum height of drive-thru restaurant menu boards. The
26 Applicant for this is Contractors Permit Services. The Owner is Inland Bells Inc.
27 and the Representative is Cummings Signs. The location for this will be city-wide
28 and Jeff Bradshaw will speak to this item.

29
30 **ASSOCIATE PLANNER BRADSHAW** – Thank you. Good evening
31 Commissioner Baker and members of the Planning Commission. The item
32 before you this evening is a request to amend a portion of our Sign Code. The
33 Applicant requested two changes in their application or three I guess. One is to
34 increase the copy area; the other is to increase the height for menu boards for
35 drive-thru restaurants and the third aspect of the request was to be able to place
36 an illuminated logo element on the top of the sign, so those were the three things
37 that were requested by the Applicant.

38
39 Having had a chance to converse with the owner of the Taco Bell Restaurant, he
40 shared that the larger, taller menu boards, the inclusion of the logo that's
41 illuminated are all preferred kind of at a corporate level if you will, based on Taco
42 Bell's experience with the way they advertise their product at other locations and
43 what he is looking for here is something that would be consistent with what they
44 have done in other locations. What accompanied the application was a survey of
45 Sign Codes from other local jurisdictions. Staff had a chance to review those and
46 see what some of the other cities were doing.

1 Based on a review of sampling of other areas, it appears that our current
2 standards for menu boards are somewhat less than what is allowed in other
3 cities. So again Staff had a chance to review that information. We looked at the
4 increase in copy area and height and felt that those requests were reasonable
5 and consistent with both our Code and with the General Plan and so the
6 recommendation is to allow for the copy area to increase from 36 square feet
7 which it is currently, to 48 square feet and that would apply both to a pre-menu
8 board and the menu board. If the occupant decided that they wanted to go with a
9 single menu board, then we would recommend approving an increase in copy
10 area of up to 64 square feet.

11
12 The other element of the request that Staff was supportive of was that increase in
13 height, where the current limitation is 6 feet measured from the base from grade
14 to the top of the menu board and what is being recommended here is the change
15 from 6 feet to 8 feet. We also looked at the request on the use of the logo and
16 that was an area that we did have some concern with just because it has a little
17 more far reaching consequences if we make that change. Under the City's Code
18 currently, logos are permitted when they are made part of the design of a wall
19 sign or a monument sign or even a freeway sign, but they are not permitted in
20 isolation when they are used by themselves and so we see instances where that
21 request is made as part of a sign package.

22
23 A lot of time service stations will want to place their logos on the pumps and the
24 directional signage on the canopy; lots of places you wouldn't expect to see the
25 logo, at least by our Sign Code and so we did have concerns with expanding the
26 use of logos and that is not something that we are recommending for approval
27 this evening.

28
29 The amendment itself qualifies as an exemption under CEQA Guidelines as a
30 Class 5 Categorical Exemption. Notice for this change for the Municipal Code
31 Amendment was published in the paper, per the requirements of the Municipal
32 Code and as of this evening I had not received phone calls or inquiries about the
33 item before you this evening, so with that Staff would recommend the Planning
34 Commission adopt or approve the Resolution before you this evening,
35 recommending that Council recognize that the project is exempt from CEQA and
36 also recommending approval of the Code Amendment as it is presented to you.
37 Thank you.

38
39 **CHAIR BAKER** – Thank you. We don't really have an Applicant like from
40 Cummings Signs here?

41
42 **ASSOCIATE PLANNER BRADSHAW** – Yes actually there is a representative
43 here this evening.

44
45 **CHAIR BAKER** – Do they want to speak to us maybe or...?
46

1 **ASSOCIATE PLANNER BRADSHAW** – Yes definitely

2
3 **CHAIR BAKER** – Okay could we bring the Applicant forward please?

4
5 **COMMISSIONER VAN NATTA** – Can we ask Staff a question before she
6 comes...?

7
8 **CHAIR BAKER** – Yes, okay, hang with me just here a minute. They have a
9 question for Staff on this, okay...

10
11 **COMMISSIONER VAN NATTA** – So what was mentioned about the logos, that it
12 is currently not allowed to have a logo unless it is part of a sign? You can't have
13 just a logo?

14
15 **ASSOCIATE PLANNER BRADSHAW** – A logo in isolation by itself is not
16 permitted.

17
18 **COMMISSIONER VAN NATTA** – Why

19
20 **ASSOCIATE PLANNER BRADSHAW** – The reason is the City recognizes for
21 advertising purposes, three different types of signs. There is a wall sign, which
22 you typically see on the building of the business you go into or a monument sign,
23 which is the stand alone sign next to the road or a freeway sign, which is the
24 largest sign you can see as you are going by on the 60 or the 215. Those are
25 the instances where under our Code we can approve the use of the name of the
26 company or whatever branding or logo, they would combine that typically into a
27 single sign. We don't have a category of sign that allows for a logo to just be
28 placed in isolation. There just simply isn't a category of sign for that to occur.
29 Where we see the request and where you see some other cities allow that is as
30 you enter the site, they might have a little sign that says enter or exit and above it
31 maybe the logo that goes with that company.

32
33 **COMMISSIONER VAN NATTA** – Yeah because that's just what I was going to
34 ask like it helps you find where the entrance is for the drive-thru or something like
35 that.

36
37 **ASSOCIATE PLANNER BRADSHAW** – We do allow for directional signage, we
38 just don't create opportunities for the company to continue to advertise again the
39 name of their business on the directional sign so you can see them, but it would
40 simply say enter or exit.

41
42 **VICE CHAIR SALAS** – Like at McDonalds, you can have the golden arches but
43 you can't have McDonalds on it. Is that what you are saying?

44
45 **ASSOCIATE PLANNER BRADSHAW** – You can have an enter or exit sign but
46 we wouldn't approve the golden M as part of the sign.

1 **COMMISSIONER VAN NATTA** – So let's say you've got a shopping center and
2 you've got several eateries in there and you've got an enter here and an enter
3 here and you are not sure which one goes to the Taco Bell and which one goes
4 to the McDonalds, why couldn't the enter sign have the Taco Bell logo on top of it
5 and why would that be a problem?
6

7 **PLANNING OFFICIAL TERELL** – I think the easy answer to that is it is not
8 permitted anyplace in the Sign Code today so it is a bigger issue. The City
9 Attorney's Office by way of association; the City Attorney's Office has completed
10 a comprehensive legal review of the current Sign Ordinance and it has provided
11 a more legally defensible Code and that has gone to the City Council and Study
12 Session and will go again I believe next month to the City Council and they'll be
13 giving some direction to kind of go beyond looking at the legal structure and
14 requesting that Staff look at the standard, so we'll be taking a much bigger
15 picture of the standards. We didn't want to apply that to this particular; we didn't
16 want to put that on this Applicant's dime, I guess I will put it that way because if
17 we approved a logo on what is considered an accessory sign, the menu boards
18 are only currently permitted to have their convenience sign. If you are in the
19 drive-thru; what do they have to offer... it is not meant to be an advertising sign
20 to attract attention from off the site.
21

22 **COMMISSIONER VAN NATTA** – Or to remind you what line you are waiting in
23

24 **PLANNING OFFICIAL TERELL** – You are in... yes, so that's a bigger picture
25 issue and we'll have a discussion later...
26

27 **COMMISSIONER VAN NATTA** – Hey, wait a minute, what was this... so within
28 the menu board they could have advertising in there, but you just couldn't have a
29 separate lighted sign above it.
30

31 **PLANNING OFFICIAL TERELL** – Correct
32

33 **COMMISSIONER VAN NATTA** – So it could still be there but it would have to
34 take up part of the square footage that is allowed for their sign
35

36 **PLANNING OFFICIAL TERELL** – Correct; that is what is permitted today.
37

38 **COMMISSIONER VAN NATTA** - I guess the other half of my question and not
39 to be argumentative, but just to get more information is when an applicant comes
40 up with something and they are asking for something, it doesn't get to us unless
41 you are recommending that we approve it? So if there is something that they
42 want, they just can't bring it and ask the Planning Commission to approve it. It is
43 not going to get on our Agenda unless you have already vetted it; you
44 department has already vetted it and decided that it is something you approve of
45 so it can come to us for approval?
46

1 **PLANNING OFFICIAL TERELL** – Well as Jeff said, we bring forward the
2 request; he identified what the request was but our recommendation doesn't
3 include the full request.

4
5 **COMMISSIONER VAN NATTA** – Yeah but we don't see that part of the request
6 in here.

7
8 **PLANNING OFFICIAL TERELL** – It is in the report

9
10 **VICE CHAIR SALAS** – Well I think what she is asking, when you say
11 recommended for approval; Staff recommends for approval okay, would you ever
12 get any that says Staff doesn't recommend for approval?

13
14 **PLANNING OFFICIAL TERELL** – Have their ever been projects that have come
15 forward with the recommendation of denial, yes that has occurred. Usually we
16 try to work with the Applicant...

17
18 **COMMISSIONER VAN NATTA** – So you could... but in other words you could
19 put something in here that says we recommend you approve this part of the
20 request; we recommend that you deny this part of the request or something like
21 that.

22
23 **PLANNING OFFICIAL TERELL** – No what we do is we recommend a request
24 that we work with the Applicant; this is what we are going to do recommend.
25 We'd let you know what we're not recommending but don't have approve this or
26 don't approve that; we just describe it...

27
28 **COMMISSIONER VAN NATTA** – Okay, so the recommendation would just
29 include those things that you have already kind of smoothed out; worked out; put
30 all together and say okay this is something that we think is workable and the
31 Attorney has reviewed it and the Sign Department has and everybody has
32 reviewed it and this is what is going to work and this is what we are presenting

33
34 **ASSOCIATE PLANNER BRADSHAW** – That's accurate and the only reason we
35 are here this evening is because what they are asking for is beyond what our
36 Sign Code currently allows for, so what we are asking for is your review and if
37 comfortable, recommendation to Council that they make a material or permanent
38 change to the Sign Code so that in the future if someone else comes to the City
39 and they want to be able to build a larger menu board they could.

40
41 **COMMISSIONER VAN NATTA** – So we're not just approving it for this project...

42
43 **ASSOCIATE PLANNER BRADSHAW** – This is a City-wide change

44
45 **COMMISSIONER VAN NATTA** – We are making a recommendation that it be
46 changed

1 **ASSOCIATE PLANNER BRADSHAW** – And that is Staff’s hesitation to use this
2 as the vehicle to make the change to the logos because it is also City-wide and
3 has implications for other businesses as well.

4
5 **PLANNING OFFICIAL TERELL** – And as logos and this is not every sign but
6 about... occasionally and I’ll take a Starbuck’s and remember when that came in
7 and they had their logo on the entry sign; their logo on the little pole that says you
8 know your car is too high; they had I believe they was probably a dozen logos
9 and we said you can’t have under the sign and they said oh fine we won’t do it.
10 So in that case you didn’t hear about it because they didn’t feel strongly enough
11 because they deal in a variety of cities and some cities allow it and some cities
12 don’t, so that happens on occasion. In this case, this Applicant felt strongly
13 enough and was willing to pay for the application to get that approved for himself
14 as well as everybody else. The bigger picture issues as I said will be part of a
15 more comprehensive look at the Sign Ordinance and what it requires and what it
16 doesn’t allow.

17
18 **COMMISSIONER VAN NATTA** – Because you have to look at it and say how
19 else could it be applied and what is the harm.

20
21 **PLANNING OFFICIAL TERELL** – Correct, so it is a bigger picture issue, but
22 certainly within the next and I’m going to say it is probably within the next year
23 and the only reason I’m saying that is because your next six months is going to
24 be quite busy with applicants, but within the next year you will be seeing the Sign
25 Ordinance and we’ll probably have a Sign Committee or some other ways to get
26 a full list of issues that people have about the current Sign Code.

27
28 **COMMISSIONER VAN NATTA** – Okay, now we have somebody waiting very
29 patiently, so I’ll shut up.

30
31 **ASSOCIATE PLANNER BRADSHAW** – Just for reference you had asked about
32 the explanation of the Applicant’s request and kind of our response to that. It is
33 page 2 of this report or page 184 of the packet if is helpful. There is a paragraph
34 or two that goes into that.

35
36 **COMMISSIONER VAN NATTA** – Okay thank you

37
38 **COMMISSIONER CROTHERS** – John I just wanted to clarify that today we are
39 deciding on the actual size and height of the signage; not the addition to the sign
40 with logo; correct?

41
42 **ASSOCIATE PLANNER BRADSHAW** – Yes, what Staff is recommending out of
43 the request from the Applicant is to increase copy area for the menu board and
44 height for the menu board.

1 **COMMISSIONER CROTHERS** – Are both items; the actual sign size and the
2 additional logo part of what we could possibly approve today

3
4 **ASSOCIATE PLANNER BRADSHAW** – As presented to you this evening, we
5 explained the way I guess if you will, why we are not supportive of the logo
6 change and why we are not recommending it and so really our recommendation
7 is limited to just an increase in copy area and an increase in height.

8
9 **PLANNING OFFICIAL TEREILL** – To answer your question, if you wanted to do
10 more than that, you would need to refer it back to Staff and we would have to
11 come back.

12
13 **COMMISSIONER OWINGS** – I guess that would be up to the Applicant right?

14
15 **COMMISSIONER VAN NATTA** – Well the Applicant... I'm sure the Applicant
16 would have to request it, but just looking at this here, they wanted the inclusion of
17 the company logo because it was consistent with their corporate preferences and
18 more consistent with menu boards at other Taco Bell locations.

19
20 **COMMISSIONER CROTHERS** – Right, which my concern is if we are able to
21 approve both or just one?

22
23 **PLANNING OFFICIAL TEREILL** – You can only act on the Staff
24 recommendation. If it is more than that we would need to refer it back because
25 we need to... I mean you can give us direction but I can tell you we'll come back
26 with the same recommendation, just because if we allow it in this situation it will
27 really causes a big problem with our Sign Ordinance and I really would ask you
28 to defer that to a bigger policy decision.

29
30 **COMMISSIONER VAN NATTA** – But if we made a decision like that then
31 somebody would have to start looking at the Sign Ordinance right away, but
32 having to wait for it to come back to make a decision on something that is not
33 part of your recommendation would mean that it would be at the very least
34 another month before that recommendation could be made, in which time
35 probably the Taco Bell that was asking for it would have already ordered their
36 signs as approved.

37
38 **PLANNING OFFICIAL TEREILL** – The sign under this recommendation is
39 already there.

40
41 **COMMISSIONER VAN NATTA** – Yeah... oh you mean the larger copy area?

42
43 **COMMISSIONER OWINGS** – This is a retroactive approval?

44
45 **PLANNING OFFICIAL TEREILL** – A portion of the copy area is covered over, but
46 they have the ability to retrofit this sign very quickly.

1 **VICE CHAIR SALAS** – Okay, the logo is not part of this at all right?

2
3 **COMMISSIONER OWINGS** – Well the Applicant wanted it

4
5 **ASSOCIATE PLANNER BRADSHAW** – It is presented as information as part of
6 the Staff Report as an extension of the applicant’s request or their application as
7 it is presented to us.

8
9 **VICE CHAIR SALAS** – But we’re not approving that or...

10
11 **ASSOCIATE PLANNER BRADSHAW** – As recommended by Staff, it is not part
12 of the action

13
14 **COMMISSIONER VAN NATTA** – Well we are not approving it but the point that I
15 was trying to make is that we don’t get to approve anything unless you have
16 already presented it to us and say please approve this. We can’t approve
17 something that you have not presented to us, right? That was my concern. So
18 we can’t listen to something the Applicant says and say that sounds like a good
19 idea; I don’t know why we can’t do it; we’re going to approve it.

20
21 **COMMISSIONER OWINGS** – Well we could direct Staff

22
23 **ATTORNEY EARLY** – Exactly, I think that’s where you are going with this. What
24 is before you in the Resolution or the Municipal Code Amendment that is before
25 you is all that is before you tonight. If you want a different or additional
26 amendment you need Staff to go back and draft that amendment and bring it
27 back to you at a later date. They may still not recommend that, but at least you
28 have it before you to so direct.

29
30 **COMMISSIONER VAN NATTA** – So then they would bring it to us and they say
31 we do not recommend this, but it would be there with the verbiage that meets
32 what we were are asking them to do.

33
34 **ATTORNEY EARLY** – That’s correct. This is City-wide because we are talking
35 about a Municipal Code Amendment. There is always... every applicant or every
36 potential applicant always has an individual localized approach for the Variance
37 process where they need specific findings for their property where they can come
38 in against Staff’s approval to make their own basically exception to a Code
39 provision.

40
41 **COMMISSIONER VAN NATTA** – So they couldn’t just ask for a variance so they
42 could put their logo on their signs.

43
44 **ATTORNEY EARLY** – Well they certainly have the right to do that. I doubt they
45 would. I think it would be very difficult for them to make any of the required

1 findings for the variance for this particular issue, so I don't even think that would
2 be a practical approach for them. They certainly would have that right to.

3
4 **COMMISSIONER OWINGS** – So following up on Commissioner Van Natta's
5 scenario, you come back with a Staff Report and you say that the logo issue is
6 that you do not approve it. We approve it. At that point what happens then?

7
8 **ATTORNEY EARLY**- You would recommend it for approval and to bring it
9 forward to the City Council who would then have the opportunity to review it and
10 they would ultimately would decide whether to adopt it or not.

11
12 **COMMISSIONER VAN NATTA** – Then they could override our approval like they
13 often do.

14
15 **ATTORNEY EARLY**– Absolutely

16
17 **COMMISSIONER OWINGS** – Well they would support the Staff

18
19 **ATTORNEY EARLY** – It is important and John did mention this, we are in the
20 middle of a comprehensive Sign Code over haul right now. Most of those
21 changes are not; well they are not policy changes as far as things like this go.
22 Most of them are more legalistic types of changes, but Council has directed us to
23 come back with a couple of policy changes. We certainly can if there is a
24 concern with this Commission that this is an issue. It can certainly be included
25 as it was in the Staff Report as a item that has been brought up as well. As that
26 goes forward, there will be committees of the business community; they will be
27 involved as well. It will come back to you all eventually as well. The Sign Code
28 Amendment is a very as John said, it would probably be a year before that is
29 actually adopted into practice.

30
31 **COMMISSIONER VAN NATTA** – Well it seems to me as much as want to put
32 ourselves forth as being business friendly; if national brands like Starbucks and
33 Taco Bell and I'm sure there are others have their sign programs that include a
34 little more exposure of their logo for advertising purposes and that logo is going
35 to be contained on the property that they own or are leasing, then what is the
36 harm.

37
38 **ATTORNEY EARLY**– It's a policy decision outside of...

39
40 **COMMISSIONER VAN NATTA** – Then why should it take a year or more to get
41 a policy decision...?

42
43 **PLANNING OFFICIAL TERELL** – I'm not arguing that it couldn't be done, but it
44 is really a function of priorities and the Council can direct us to do it sooner, but
45 the current direction is every month we will have a very large project coming to
46 you and the City Council and that is our priority right now as the applicants

1 coming in and people have requested this and I would say without exception; we
2 say would say that it doesn't meet our current code. You know it isn't like we've
3 got to have this, it is basically putting in a program that says this is the most we
4 would like, what do you think and we say this isn't permitted and they say okay
5 fine. It is not an argument that you have...

6
7 **VICE CHAIR SALAS** – Because when you submit something, you pick your
8 battles and that's not a battle you want to pick. I mean it makes common sense,
9 but just to get off the subject for a minute, somewhat less on our size; you said
10 that ours are somewhat less than other cities. Can you put a number to that; one
11 foot, two feet; what are we talking?

12
13 **ASSOCIATE PLANNER BRADSHAW** – Some of that is included in the
14 attachments that we provided where they had done a survey of other cities. Let
15 me see if I can find that for you. San Bernardino allows two menu boards per
16 building and they allow a maximum of 45 square feet and 8 feet in height.
17 Riverside is 40 square feet with 8 feet in height and I think I had gone on line and
18 searched for some other cities and they really kind of bracketed the City. There
19 were some instances where the cap of the menu board square footage was
20 actually less than what the city allowed. There were some that were similar but
21 they were some communities that do allow for larger menu boards than the City
22 does.

23
24 **VICE CHAIR SALAS** – Alright, thank you

25
26 **COMMISSIONER OWINGS** – John, just a clarification. You said directional
27 signs... do they count against the square footage; allowable square footage or is
28 there an exemption for just purely directional signs?

29
30 **PLANNING OFFICIAL TERELL** – All directional signs are exempt

31
32 **COMMISSIONER OWINGS** – That's why the logo is really critical here in what
33 we are talking about because if you put the logo on it and it would have to be
34 counted against the square footage and the Applicant would maybe lose...

35
36 **PLANNING OFFICIAL TERELL** – It could be. I mean I think again...

37
38 **COMMISSIONER OWINGS** – Well then it becomes an advertising vehicle as
39 opposed to...

40
41 **PLANNING OFFICIAL TERELL** – It is an additional sign that would most likely
42 require a permit. I think the idea is the policymakers having a bigger discussion
43 on this could allow more signs and that certainly is going to be healthy discussion
44 to have but it hasn't been as far as issues that come up with the Sign Code, this
45 hasn't been one that people haven't felt very strongly about. The menu boards
46 as a specific you know, that is a change in the industry. I think they offer so

1 many items; the fast food restaurants now and they really need more space and I
2 think that is what has happened more recently

3
4 **COMMISSIONER VAN NATTA** – Well everybody but In and Out; they don't need
5 more space.

6
7 **PLANNING OFFICIAL TERELL** – They've got all the off menu items so as long
8 as you know it is fine

9
10 **COMMISSIONER OWINGS** – You could put some tacos and stuff on the In and
11 Out...

12
13 **COMMISSIONER CROTHERS** – John I just think it is a shame you know. When
14 you pull up to a drive-thru and see this big black ugly box you know and it may
15 have colorful photos on it, but you know if this is what is proposed other than just
16 a big plain black box, I just don't see why this shouldn't be presented to the
17 Planning Commission as something the Planning Commission can approve,
18 because this sign looks a thousand times better than any sign that we've had so
19 far that are just big plain black boxes you know and some are not kept up very
20 well and I seem to think that if their logo is on it, there are more apt to take care
21 of it because it does present their logo and that is how these companies sell their
22 product is logo. Logo is very important to companies all across; whether they are
23 small companies or multi-national companies. I just think it is a shame that you
24 know we're not getting that option to make a decision on that.

25
26 **PLANNING OFFICIAL TERELL** – And I understand that but the reason we didn't
27 bring it forward is that it is a much bigger issue than just this kind of sign. It
28 would be out of in my opinion; it would be out of place to have it allowed at one
29 place and not all the other places that it could be and that's really the discussion
30 is to have a discussion on priorities for that. Maybe all them are okay, but that
31 will be happening in the not too distant future.

32
33 **COMMISSIONER CROTHERS** – Right just one other comment that I wanted to
34 bring forward. You said that in the next couple months we are going to have a
35 bunch of different applicants coming in; major applicants coming in and that is all
36 well and fine and you know I understand that our attention should be to them
37 when their time comes, but right now this is the applicant and this is the project
38 that we are dealing with and we need to give them the same amount of courtesy
39 as we are going to be giving to the upcoming applicants and I think to just
40 automatically say no and you know we'll deal with it later kind of thing, you know
41 they are an applicant that wants right now; they are wanting to come into Moreno
42 Valley right now and they are wanting to upgrade their sign right now and you
43 know and I think that it is all well and good that in the next year or so or
44 whenever we'll get to this Ordinance, but you know we have an applicant right
45 now who is looking at this change and you know it is unfortunate that we can't
46 address that.

1 **COMMISSIONER VAN NATTA** – I don't see why we can't.

2
3 **CHAIR BAKER** – Let's move... this young lady has been sitting here for about a
4 half hour; so patient with us, so go ahead and give me your or give us your run
5 down on this and we'll go from there.

6
7 **APPLICANT BETT** – Absolutely, my name is Cami Bett. I am here on behalf of
8 Contractor Permit Services on behalf of Cummings as well as Inland Bells. A
9 couple of quick things... I think that the increase in the overall square footage as
10 well as the height is consistent with a lot of cities. I am a permit expediter for
11 signage so I hear a lot of your concerns in a lot of different cities and I've pulling
12 permits for eight years for signage as well as Taco Bell's consistently over the
13 last eight years as well and I think with the proposed Taco Bell sign, is consistent
14 with numerous cities. I think there has only been one city that I've actually had to
15 go with a 25 square foot sign, which you guys have all I'm sure been through fast
16 food restaurants and the sizes that are consistent; even here in Moreno Valley a
17 25 foot sign is just; there is just not; there is too much of a demand now for food
18 on the go; fast food on that small of a sign doesn't you know justify it, but I think
19 that what we are proposing with the height; the overall square footage I think is
20 acceptable and in looking at the menu boards throughout the City of Moreno
21 Valley, if you guys look at the photos of very local to this particular location that
22 we are looking at this Taco Bell location, that you'll see that there are a lot of
23 signs that are above the current code as well as within, but a lot of them are
24 above.

25
26 You'll also notice there is a lot of additional signs in addition to that big black box
27 that you are speaking of that I think that arch element that we are proposing
28 eliminates the franchisees from adding those additional menu signs. Like for
29 instance and not to call McDonalds out, but the very first one; the McDonalds
30 menu board there has a very large addition on top of that menu board and the
31 one thing with the Taco Bell's consistently throughout the years is that they want
32 that arch element up there to eliminate the franchisees from going hey we've got
33 a special on tacos and you know we are going to put it up here. They don't want
34 that covered. They want that clean and if you look there is also a Taco Bell here
35 in the City that already has that particular arch and you'll notice in looking at the
36 other signs that are shown here; the other franchisees at other restaurants that
37 the Taco Bell menu board is pretty clean. They are very consistent. Some of the
38 Del Taco's, McDonalds, Jack in the Box; they all have a lot of accessory signs.
39 Taco Bell is trying to keep their franchisees contained in that menu board and
40 that is why they have that space. They are consistent throughout the
41 franchisees.

42
43 Now I understand the logo issue as far as with the Sign Code. I deal with that a
44 lot in a lot of cities and like you were saying the companies will come in and say
45 that's okay we won't worry about that. Now my question in that conversation that
46 you guys had is the arch element less the logo on the top of the menu board that

1 we are proposing is consistent with the architecture of the building itself. If you
2 have been by the location or seen the Taco Bells, they have that arch element on
3 the building. Now I'm not sure if I can direct this question at Jeff or not is would
4 that arch element be allowed as long as it is within that overall square footage
5 less that logo because that is not technically a logo, it is an element of the actual
6 menu board itself and that might you know answer...

7
8 **COMMISSIONER VAN NATTA** – The logo on it looks cool

9
10 **COMMISSIONER OWINGS** – You are considering the bell the logo?

11
12 **APPLICANT BETT** – Yes, the bell would be the logo

13
14 **COMMISSIONER OWINGS** – In Riverside that would just be the City emblem

15
16 **APPLICANT BETT** – But that would be in keeping consistent through you know
17 other Taco Bell locations and now I have some cities that allow that some cities
18 that don't allow, it depends on their sign criteria and you know...

19
20 **PLANNING OFFICIAL TEREILL** – I think it was incorporated in within that square
21 footage; it has to be within that square footage, we could look at that. I mean it is
22 part of the sign.

23
24 **COMMISSIONER VAN NATTA** – If the arch with the logo is part of the total
25 square footage of the... what is the square footage...

26
27 **COMMISSIONER OWINGS** – Not with the logo

28
29 **APPLICANT BETT** – Not part of the square footage but part of the overall height
30 because there is not copy on that right?

31
32 **PLANNING OFFICIAL TEREILL** – Well the entire structure is what is permitted
33 and technically it is not a sign in the same way as the other signs are, but if they
34 could incorporate within the height and square footage, because height and
35 square footage is the maximum boundaries of this type of construction.

36
37 **COMMISSIONER VAN NATTA** – So the one that they are proposing is how tall?

38
39 **VICE CHAIR SALAS** – Eight feet

40
41 **COMMISSIONER VAN NATTA** – Including the arch or not including the arch?

42
43 **APPLICANT BETT** – Well the arch is actually... including the arch, at the top of
44 that little bell which technically is a little bit taller, it is 8 feet, 7 ½ inches, so
45 without that bell it would bring it down several inches.

46

1 **COMMISSIONER VAN NATTA** – Okay but that signage area there; you’ve got
2 one that has the dimensions on it...

3
4 **APPLICANT BETT** – You are talking about the actual sign menu itself?

5
6 **COMMISSIONER VAN NATTA** – Yeah the menu board area

7
8 **APPLICANT BETT** - The height of the menu box is 5 foot, 7 ½ inches and is 7
9 feet, 8 inches wide, which makes for how much square footage?

10
11 **COMMISSIONER VAN NATTA** – Which makes for how much square footage?

12
13 **APPLICANT BETT** – We’re just under that 48. We are at 46 and change.

14
15 **ASSOCIATE PLANNER BRADSHAW** – The dimensions of the board also need
16 to include the base; the distance from grade, so you are looking about a foot of
17 extra dimension

18
19 **COMMISSIONER VAN NATTA** – Yeah but it’s just a trim across the top

20
21 **COMMISSIONER OWINGS** – You are saying it would be 9 foot 8... It would be
22 8 foot, 8 right?

23
24 **APPLICANT BETT** – It is 8, 8

25
26 **PLANNING OFFICIAL TERELL** – It is 8 foot, 8... yeah

27
28 **COMMISSIONER OWINGS** – The overall height from where?

29
30 **APPLICANT BETT** – With that arch

31
32 **COMMISSIONER OWINGS** – Right and the City’s position is that it should be no
33 higher than what?

34
35 **PLANNING OFFICIAL TERELL** – 8 feet

36
37 **COMMISSIONER OWINGS** – You know the interesting question here that I see
38 first of all, Commissioner Van Natta points out McDonalds is really in Riverside
39 and not in Moreno Valley just for the record. It doesn’t seem to be... I mean are
40 we... do we have Code Enforcement here. It seems like every example we have
41 here is in excess of the current Sign Code right?

42
43 **ASSOCIATE PLANNER BRADSHAW** – And we were going to address that as
44 well, but we weren’t sure.

1 **COMMISSIONER OWINGS** - But I'm just wondering from the Applicant, from
2 your standpoint are you one of those people that says hey whatever we can get
3 away with or you want everyone to play by the same rules?
4

5 **APPLICANT BETT** – Well I mean from my standpoint I think that being an
6 expediter for signage especially that I think that the change that we are proposing
7 for the square footage and the height requirements, I think are... I think it's a
8 change that needs to be made because a lot franchisees; a lot of locations with
9 menu boards I've found over the years, they will put they their sign in that they
10 want anyway and I'm just saying...
11

12 **COMMISSIONER OWINGS** – Well I think my question is this, if you are a
13 franchisee and not a sign company, would you want the City of Moreno Valley to
14 fairly consistently enforce the Sign Codes or do you want it to be anything goes?
15

16 **APPLICANT BETT** – No absolutely, it needs to be fair and consistent
17

18 **COMMISSIONER OWINGS** – So I guess the question to Staff then is why are we
19 not enforcing Sign Codes? I mean we are approving a sign that everybody has
20 already.
21

22 **ASSOCIATE PLANNER BRADSHAW** – Yeah and we can address that it you
23 like. If you look at the eight signs that were proposed and of the eight, two are
24 not in the City; three or four of those were approved under the County's
25 Ordinance before the City's Ordinance existed in '92 and then the specific
26 example which we didn't want to raise, the sign or the mini-board that was there
27 was done without a permit. They just simply decided they wanted a menu board
28 and put it up.
29

30 **COMMISSIONER OWINGS** – Would that be KFC?
31

32 **COMMISSIONER VAN NATTA** – Which board?
33

34 **ASSOCIATE PLANNER BRADSHAW** – It is the Taco Bell on Sunnymead.
35

36 **COMMISSIONER OWINGS** – Well about the KFC. That is under the proposed
37 sign area but it is over the current sign area. It is 36 square feet now right? I'm
38 not just talking about the height; I'm talking about the square footage.
39

40 **COMMISSIONER VAN NATTA** – Could we... okay, as a compromise to the Sign
41 Code that would prevent people from just throwing their logo all over the place,
42 could our revision to the Sign Code simply include the increasing of the menu
43 board size and then just include a thing that the menu board itself could have a
44 logo above it; a lighted logo above it?
45

1 **PLANNING OFFICIAL TERELL** – I think the quick answer is no. We already
2 allow architectural enhancement to it and to the extent that they could now make
3 a good case that it is part of the architecture and not simply a logo. We could
4 work with them on that as long as it was within the square footage and the
5 height. So as presented, we couldn't work with that because it is too high and
6 the square footage would exceed what is proposed, but I guess I'm a little bit
7 frustrated with this discussion because you know take my word for it, we can't be
8 amending the Sign Code to add logos here and there without looking at the
9 bigger issue and this particular Applicant has been very sensitive about what it is
10 costing him to do this and I really don't want to spend and he may not even want
11 to pay for a lot of additional Staff work to look at the logo issue. It is a big issue
12 and I understand your concern and you want to provide what the Applicant has
13 reasonably asked for, but it is a big issue and I really encourage you not to look
14 at it.

15
16 **COMMISSIONER VAN NATTA** – But the City is going to look at this in terms of
17 being for the Taco Bell sign that that is an architectural enhancement instead of
18 the placement of the logo.

19
20 **COMMISSIONER OWINGS** – Well especially if they left the bell off

21
22 **PLANNING OFFICIAL TERELL** – They could enhance this sign and make it look
23 prettier without having a logo on it; yes and make it more compatible with the
24 architecture. We don't require that because these are really convenient signs
25 that are not... you are already in the drive-thru so they are not meant... you know
26 we don't get hung up on the aesthetics of them as we would if it was visible from
27 the public right-of-way. People have the option to do that.

28
29 **COMMISSIONER VAN NATTA** – Well I think we've been hung up on this whole
30 thing a little bit too long. We need to move forward...

31
32 **COMMISSIONER OWINGS** – Mr. Chairman if I could address the Applicant.
33 You know while we have a sign expert here, you know these signs there is more
34 at issue here than just the signs, so you know there is an environmental issue
35 here in terms of the amount of time that people are stopped while they are
36 reading these signs, so you know does the amount of square footage that the
37 sign has increased, does it enhance and speed up the process of people picking
38 the menu and choosing the menu item and getting through the drive-thru or does
39 it increase the idle time in the drive line in the driver queuing, which you know if
40 you know anything at all about emissions, that is when the most emissions occur
41 is in the idle time, so the proposed changes would affect what it would have in
42 terms of that.

43
44 **APPLICANT BETT** – Well I think the biggest thing is the consistency throughout
45 the other Taco Bell franchisee locations. I don't know about you but when I go to
46 a fast food restaurant, I always; it is pretty; it is habit; what is that number; what

1 number is that again. You look for what you are familiar with on the menu and I
2 think if we could be allowed to have the menu board that is consistent throughout
3 the other Taco Bell locations that it will allow people to find their norm of what
4 they are looking for faster.

5
6 **COMMISSIONER OWINGS** – So it's your things and then it would speed up the
7 process

8
9 **APPLICANT BETT** – Absolutely, I think it would speed it up

10
11 **COMMISSIONER OWINGS** – Decrease queuing and therefore have a beneficial
12 effect on the environment.

13
14 **APPLICANT BETT** – Absolutely, that and the copy size would not have to be
15 reduced in order to be able to get all of their items listed on their menu board
16 completely.

17
18 **COMMISSIONER OWINGS** – So if I could summarize your desires, your desire
19 would be that the City fairly and equally administer the sign or Code Enforcement
20 would fairly enforce the Sign Code, whatever the Sign Code is and that the size
21 be increased, that you'll be allowed to have architectural enhancement if you
22 remove the logo and have it not count as the square footage for the signage, but
23 you would be willing to allow that to count against that overall height requirement.

24
25 **APPLICANT BETT** – Correct

26
27 **COMMISSIONER OWINGS** – Thank you

28
29 **CHAIR BAKER** – Okay, anyone else? Okay Commissioner Salas has to be
30 excused to go to the restroom. He'll be back directly. We'll open this up to
31 Public Testimony. I don't have any Speaker Slips. Does anyone want to speak
32 to this issue? I am going to open and close Public Testimony. We've pretty well
33 debated this. We'll go into Commissioners Debate. While Commissioner Salas
34 is out, does anyone have anything to add to what has been stated on this. You
35 can go have a seat if you like. Thank you so much for your patience.

36
37 **APPLICANT BETT** – Hey, I get paid to be patient

38
39 **COMMISSIONER OWINGS** – Thank you

40
41 **APPLICANT BETT** – Thank you

42
43 **CHAIR BAKER** – Let me ask you one thing while you are up here. I used to pull
44 signs for a restaurant chain or expedite. Is neon like on Outback; is that
45 considered square footage. Maybe not in this town but on a lot of them it does.

46

1 **APPLICANT BETT** – Sometimes, more and more they like the LED borders.
2 Now they are going with the LED rope borders. The rope borders are not being
3 signage. I know Chili's is one that I'm working on currently in several locations,
4 in several cities that are so far I have not had that issue with being part of the
5 signage.

6
7 **CHAIR BAKER** – The LED borders, but the neon...

8
9 **APPLICANT BETT** – I think going green a lot of them are going with the LED
10 borders. I think it just truly depends on that sign criteria; that Sign Code for the
11 cities.

12
13 **CHAIR BAKER** – You know from the Planning Department, this is really
14 Pandora's Box here; trust me I've lived with this for a while and I know from a lay
15 standpoint; you know like and I like what you are doing here. I like the arch and
16 the... I just think maybe it ought to be built into the square footage. Maybe we
17 need more height and more square footage and make that happen; if it happens.
18 I don't understand how this has happened on some of these other signs in town
19 but it is neither where we're at on this right now, so if we are getting up to... Now
20 let me ask you this. Is 64 feet for one sign; you know where you don't have a
21 menu board per say; a pre-menu board. Is that what you are telling me?

22
23 **ASSOCIATE PLANNER BRADSHAW** – Yes, what we are hearing as we were
24 preparing this was instances where some restaurants were deciding they wanted
25 to have just one large board rather than two and we didn't feel that it was
26 appropriate to double, to give them 96 square feet; that seems a little excessive,
27 so we came up with this other size; the 64 square feet for a single menu board if
28 they elected to do that.

29
30 **CHAIR BAKER** – Let me ask you this. Bumping this up four feet is that
31 someone we are going to be back in here doing again and again in a couple of
32 years. I mean this 36 to 40, is that consistent with what Riverside and other
33 surrounding communities are doing? Is that correct?

34
35 **ASSOCIATE PLANNER BRADSHAW** – The small sampling we did; this seems
36 to be consistent. It certainly is not the high end but it seems to be kind of in the
37 mid range of what other cities are doing. Our Code was adopted in '92, so this is
38 the standard that has been applied to our community since 1992 and as time has
39 gone on, the demand or the way business is operated is just different and what
40 we are recommending appears to be consistent with both what the Applicant is
41 asking for and what other cities are doing.

42
43 **COMMISSIONER OWINGS** – Mr. Chairman...

44
45 **PLANNING OFFICIAL TERELL** – I'm sorry, just to add on to what Jeff said. The
46 original City Sign Code that was adopted in 1992; there was a major sign revision

1 about 10 years ago when we had a Sign Committee and everything and they
2 looked at all this and this is what we have today, so what will happen relatively
3 soon would be another effort like that, because I recall from 10 years ago there
4 was a debate among the merchants about what signs to have and not to have,
5 so there might be some merchants that don't want this and others that do and
6 members of the community that do or don't want it, so that's why it is part of that
7 bigger discussion.

8
9 **COMMISSIONER OWINGS** – You know if I could direct your attention to page
10 206, the McDonalds which is incorrectly labeled Moreno Valley; assuming that
11 Riverside does a better job of sign Code Enforcement than we do in terms of
12 signs, that sign is actually 66 square feet, because it is 46 square feet without the
13 additional top of 20 square feet, so you know Taco Bell sign that we have over
14 here in Sunnymead is really 43 square feet and I guess the question is does that
15 include the... how was 23 square foot calculation, how did you treat the
16 architectural treatment in the logo... and that would be to the Applicant. How
17 was that calculated? Is that calculated in the sign area?

18
19 **APPLICANT BETT** – Let's see here. I believe that was not including the arch
20 element.

21
22 **COMMISSIONER OWINGS** – So if you did include the arch element in it what
23 would that sign area be?

24
25 **APPLICANT BETT** – Actually no I take that back because the overall height of
26 that including the element is 8, 8, so if you take that 8, 8; the overall width by the
27 overall height it does not calculate out. Yeah it doesn't. I'm sorry. I was trying to
28 do math in my head there. It does not include that.

29
30 **COMMISSIONER OWINGS** – The overall height and overall width would be 56

31
32 **APPLICANT BETT** – The sign area itself; the copy area is the 43

33
34 **COMMISSIONER OWINGS** – So did you ever calculate it with the design
35 element that you desire to see what the square footage would be?

36
37 **APPLICANT BETT** – No, because typically most cities that arch is not
38 considered copy; it is not considered sign area; it is considered in the overall
39 height of the sign but not typically in the square footage sign area.

40
41 **COMMISSIONER OWINGS** – For example, on page 206 there again, you have a
42 48 square foot sign, because it has an additional 5 square foot topper, so the
43 total square footage on it is you know...

44
45 **APPLICANT BETT** – Those are added elements to that original box, so
46 originally...

1 **COMMISSIONER OWINGS** – Well right, but they are not in compliance with our
2 Sign Code now nor would they be in compliance with the new Sign Code
3
4 **COMMISSIONER CROTHERS** – Well Tom, if you notice the one on 206 that you
5 talking; the two that are talking about, the things on the top of the sign have
6 actual ads. They are actual copy print. I think that is why they are added into the
7 main area of the sign.
8
9 **COMMISSIONER OWINGS** – But they would count against the square footage.
10 They should count against the square footage correct?
11
12 **APPLICANT BETT** – The one you were speaking of, the Taco Bell there on
13 Sunnymead, that was not counted into the sign area. Like I said typically the
14 arch and most cities don't count the base as your sign area as well, so your base
15 because there is no copy on there, but that is considered into your overall height.
16
17 **COMMISSIONER OWINGS** – I guess my point is this, if you were to just count it,
18 it would still be within what we allowing everyone else to have.
19
20 **APPLICANT BETT** – For what we are proposing
21
22 **COMMISSIONER OWINGS** – And your sign is a much cleaner; it has a much...
23 graphically it is much cleaner; it is easier to read; it has an aesthetically pleasing
24 appearance as opposed to some of these other signs we see here.
25
26 **APPLICANT BETT** – Correct, I absolutely agree.
27
28 **VICE CHAIR SALAS** – Is that your point?
29
30 **COMMISSIONER OWINGS** – That's it
31
32 **VICE CHAIR SALAS** – There is nothing we can do.
33
34 **COMMISSIONER OWINGS** – Well no there is something we can do about. This
35 City should enforce its Sign Ordinance. Don't have laws that you don't enforce.
36
37 **CHAIR BAKER** – Okay, thank you and good luck
38
39 **APPLICANT BETT** – Alright, thank you very much
40
41 **CHAIR BAKER** – You bet. Okay guys you are making me get old fast.
42
43 **COMMISSIONER VAN NATTA** – Remember that song, "Here's Your Sign".
44
45 **CHAIR BAKER** – Good we have Election of Officers tonight. That's all I have to
46 say. Okay, good, so let me get back to this. Did we open up to...? Okay I closed

1 that, so we're good to go there. Now we're going to go into Commissioner
2 Debate. I can't imagine what else we could say about this, but let's go up and
3 down the rows. Does anybody have one last deal before we vote on this?
4

5 **COMMISSIONER GIBA** – I just want some clarity with all the discussion. All we
6 are voting on is just overall height and that was 48 to 64 if it was one sign.
7

8 **PLANNING OFFICIAL TERELL** – That's correct
9

10 **COMMISSIONER GIBA** – No logos on it; nothing like that.
11

12 **CHAIR BAKER** – From six zero to eight zero on the height or do we need to do
13 that?
14

15 **COMMISSIONER VAN NATTA** – No that is already in there. That's in the
16 Resolution.
17

18 **CHAIR BAKER** – That's already in there, okay
19

20 **ASSOCIATE PLANNER BRADSHAW** – They are attached to the Resolution by
21 reference.
22

23 **CHAIR BAKER** – I've got it, okay, good... anyone else? Let's move this deal
24 forward. Okay, can we get a motion on this?
25

26 **COMMISSIONER VAN NATTA** – Yeah... I move that we **APPROVE** Resolution
27 No. 2012-10 and thereby **RECOMMEND** that the City Council:
28

- 29 1. **RECOGNIZE** that application PA12-0008 (Municipal Code Amendment) will
30 not have a significant effect on the environment and is therefore exempt from
31 the provisions of the California Environmental Quality Act (CEQA), per
32 CEQA Guidelines Section 15305, as a Class 5 Categorical Exemption; and
33
- 34 2. **APPROVE** PA12-0008 Municipal Code Amendment as referenced on
35 Exhibit A.
36

37 **VICE CHAIR SALAS** – I second
38

39 **CHAIR BAKER** – Okay we've got a motion and a second for this item; all in favor
40

41 Opposed – 0
42

43 **Motion carries 7 – 0**
44

45 **CHAIR BAKER** – Thank you very much and Staff wrap up.
46

1 **PLANNING OFFICIAL TERELL** – So action as well as verbatim minutes of your
2 discussion will be forwarded to the City Council for final review and action and I
3 think this is really what the Planning Commissions are for is to talk about issues
4 and to forward their comments to the City Council who ask for verbatim minutes
5 from many years ago, so I think they actually do read them. Whether they agree
6 with them or not

7
8 **CHAIR BAKER** – You can bet on that, I'll have some phone calls in the morning.
9 You can take it to the bank.

10
11 **COMMISSIONER OWINGS** – They haven't done the minutes for three months.

12
13 **CHAIR BAKER** – Well okay, they'll find out about it. Thank you Jeff, I appreciate
14 you guys patience.

15
16
17 **4. Case Number: PA08-0033 General Plan Amendment**
18 **PA08-0034 Change of Zone**
19 **PA08-0035 Conditional Use Permit**

20
21 **Case Planner: Claudia Manrique**

22
23 **CHAIR BAKER** – This has to do with a General Plan Amendment, Change of
24 Zone and Conditional Use Permit for a Smog Inspection Station and Tire Sales.
25 The Applicant/Owner is Socrates Urena and also he is the Representative. The
26 location for this proposed business is at 22184 Alessandro Boulevard and
27 Claudia is our Case Planner...Proceed Claudia.

28
29 **ASSOCIATE PLANNER MANRIQUE** – Good evening. I'm Claudia Manrique the
30 Case Planner. As stated the proposed project is located at 22184 Alessandro
31 Boulevard. The project is located in the area of Moreno Valley referred to as
32 Edgemont. The majority of the structures within this area are older, single and
33 small multi-family residences. Some of them have been converted to commercial
34 use already along Alessandro Boulevard.

35
36 The proposed project requires a Conditional Use Permit for the Smog Inspection
37 Station and Tire Sales Business. The smog aspect of the business is a testing
38 center only. No auto repairs are to be conducted on site. The existing residential
39 structure will be converted into the main office. The building façade will be
40 modified to emphasize the proposed commercial use. The garage which is
41 behind the existing house will be used as the service bay for the smog inspection
42 testing as well as tire service.

43
44 There was a previous approved application PA03-0037 for the same business
45 that expired requiring a new application to be submitted. The project was
46 approved back in October of 2003 when the site was zoned Community

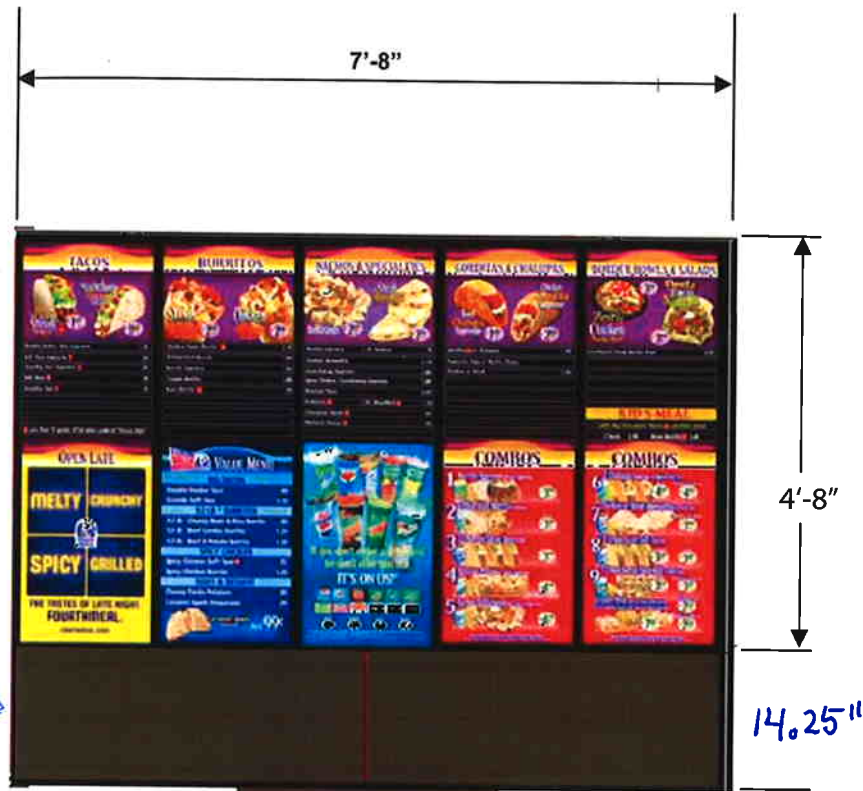
Chapter 9.12 SIGN REGULATIONS

9.12.060 Permitted Signs.

D. Drive-Through Restaurant Menu Boards. Two additional signs shall be permitted for the purpose of displaying the type and price of products sold on-site to drive-through customers. Such signs may include a speaker system to allow drive-through customers to order food and beverages. Such signs shall not exceed ~~thirty-six (36)~~ forty-eight (48) square feet in area and ~~six~~ eight feet in height inclusive of the base. If the restaurant elects to build only a single menu board, the sign shall not exceed 64 square feet and the height shall not exceed eight feet inclusive of the base.

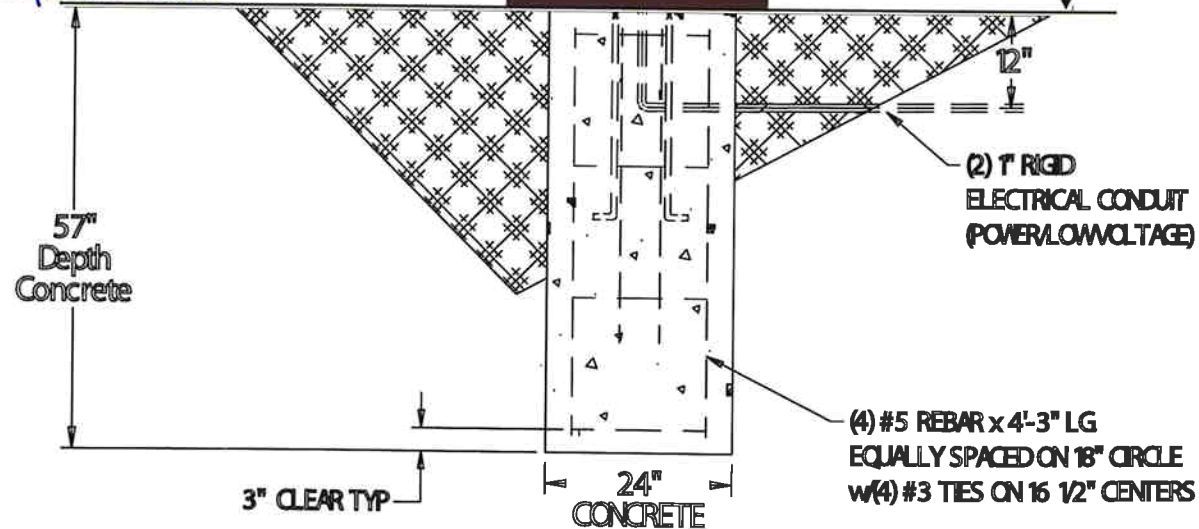
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SQUARE FOOTAGE:
35.76 sq. ft.



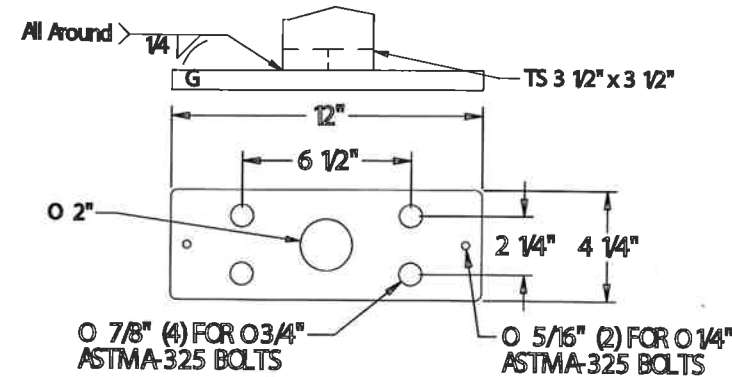
14.25" PANELS ARE NOT APPROVED AS PART OF COPY AREA - NO ADS ALLOWED.

Base to be wrapped in stucco finish to match building and adjacent wall.

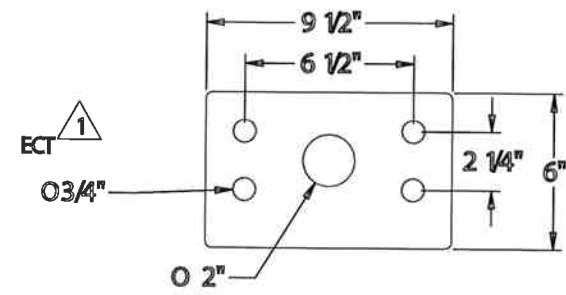


ELEVATION VIEW

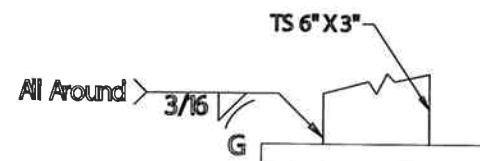
scale: 1/2" = 1'-0"



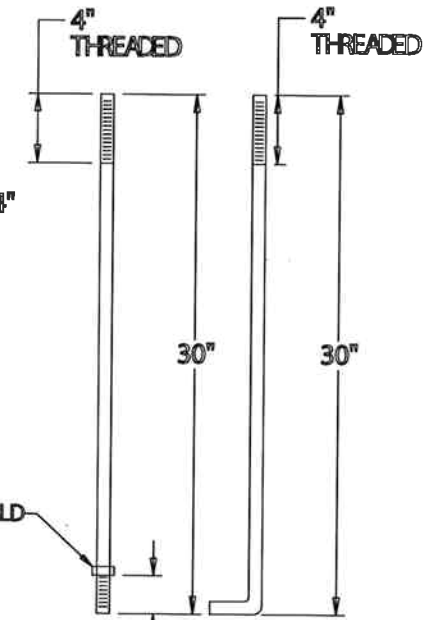
SIGN MOUNTING PLATE DETAIL
3/8" ASTM-A36 STEEL



POLE TOP PLATE DETAIL
3/8" ASTM-A36 STEEL



BASE PLATE DETAIL
3/4" ASTM-A36 STEEL



ANCHOR BOLT DETAIL
3/4" Gr. 2 STEEL
CAN USE EITHER STYLE ANCHOR BOLT

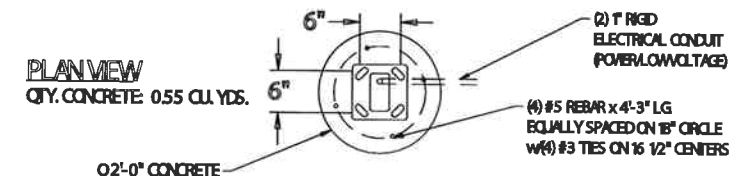


FOUNDATION DESIGN NOTES:

1. Concrete shall have a minimum compressive strength of 3000 PSI at 28 days.
2. Reinforcing steel shall be ASTM-A615 grade 60
3. Caisson footing designed using a soil bearing force of 400 PSF per foot lateral. If this soil condition does not exist, it is the Erector's responsibility to have a new base design for the existing soil conditions by a Licensed Structural Engineer
4. Anchor bolts shall be AASHTO Gr. 2.

DESIGN WIND LOAD

Based on the 2006 International Building Code using Exposure C and 150 mph winds.



823-OM-EVMBMC (magnetic)
823-OM-EVMBLOC (mechanical)



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CUSTOMER APPROVAL:

DATE:

Rev. #	DATE	BY	Rev. #	DATE	BY
Rev. #1	1-30-2012	S.H.	Rev. #4		
Rev. #2			Rev. #5		
Rev. #3			Rev. #6		

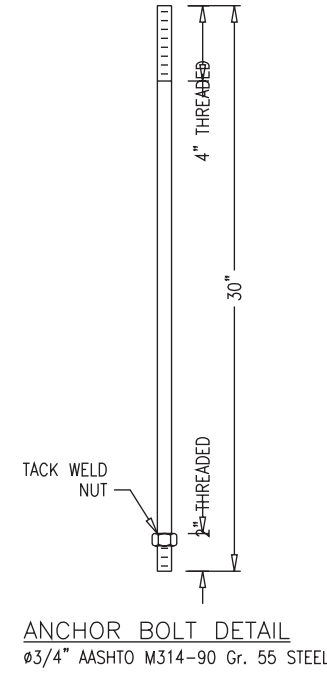
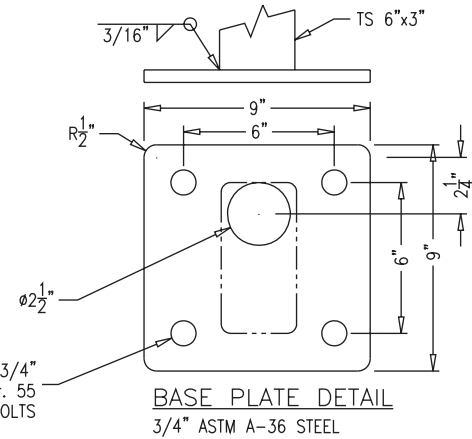
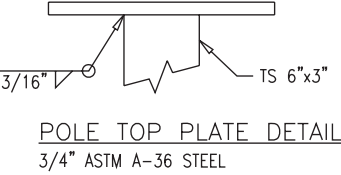
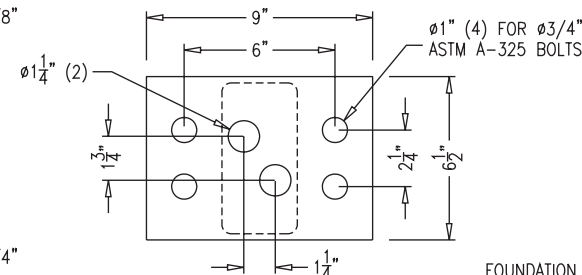
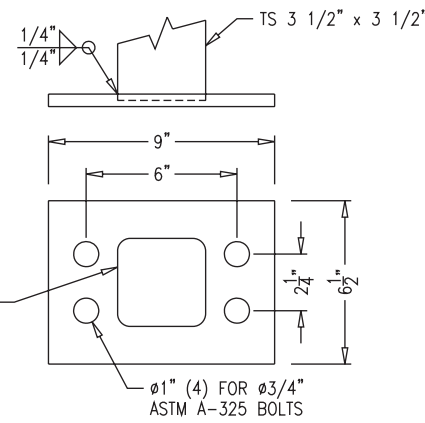
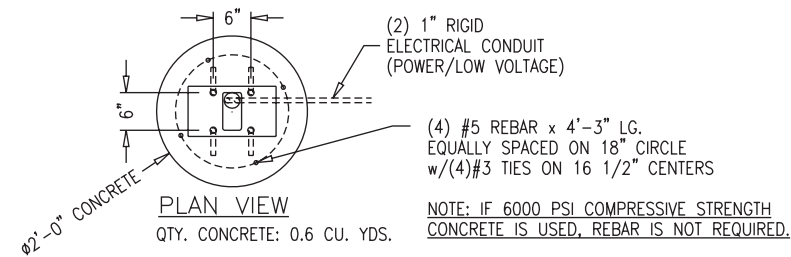


DRAWING NO:
56467.04 B
DATE: 11-23-09
S. Hawke

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639-

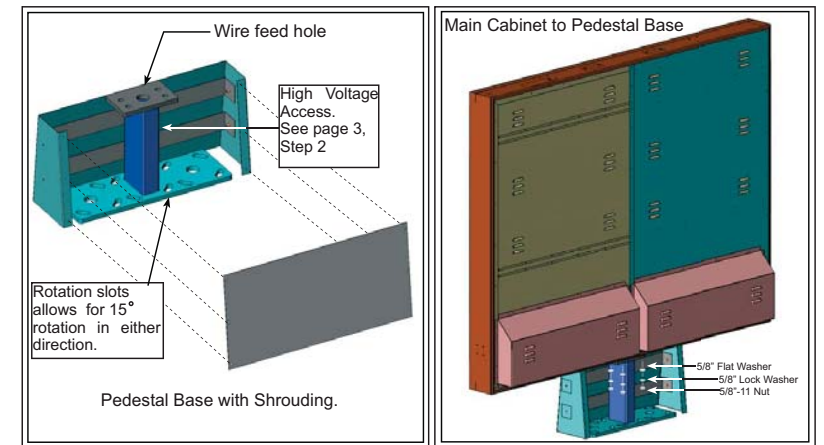
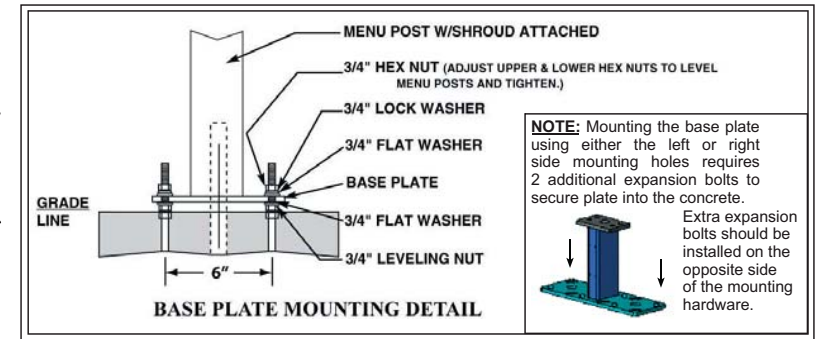
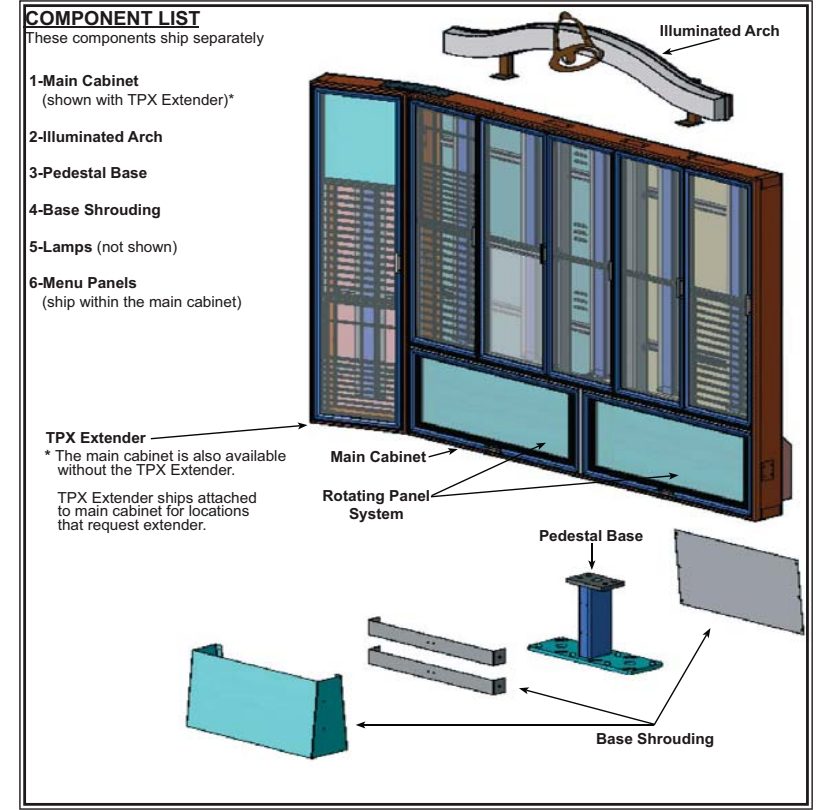
Item No. E-4



FOUNDATION DESIGN NOTES:

- Concrete shall have a minimum compressive strength of 3000 PSI at 28 days.
- Reinforcing steel shall be ASTM A-615 grade 60.
- Caisson footing designed using a soil bearing force of 400 PSF per foot Lateral. If this soil condition does not exist, it is the Erector's responsibility to have a new base designed for the existing soil conditions by a Licensed Structural Engineer.
- Anchor bolts shall be AASHTO specification M314-90 Gr. 55.

DESIGN WINDLOAD:
Based on the 2003 International Building Code using Exposure C and 150 mph winds.



PART # 301-9TB-0005 (mechanical)
301-9TB-0012 (magnetic)



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CUSTOMER APPROVAL: _____

DATE: _____

	DATE	BY	DATE	BY
Rev. #1	_____	_____	Rev. #4	_____
Rev. #2	_____	_____	Rev. #5	_____
Rev. #3	_____	_____	Rev. #6	_____



DRAWING NO:
43057B
DATE: 5-11-07
S. Hawke

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TACO BELL EVOLUTION MENU



Toll Free Phone: 1-800-782-6222 • Website: www.mainstreetmenus.com

C101507-001

3/07

HOWARD
Results At Any Price

-641-
ATTACHMENT 7

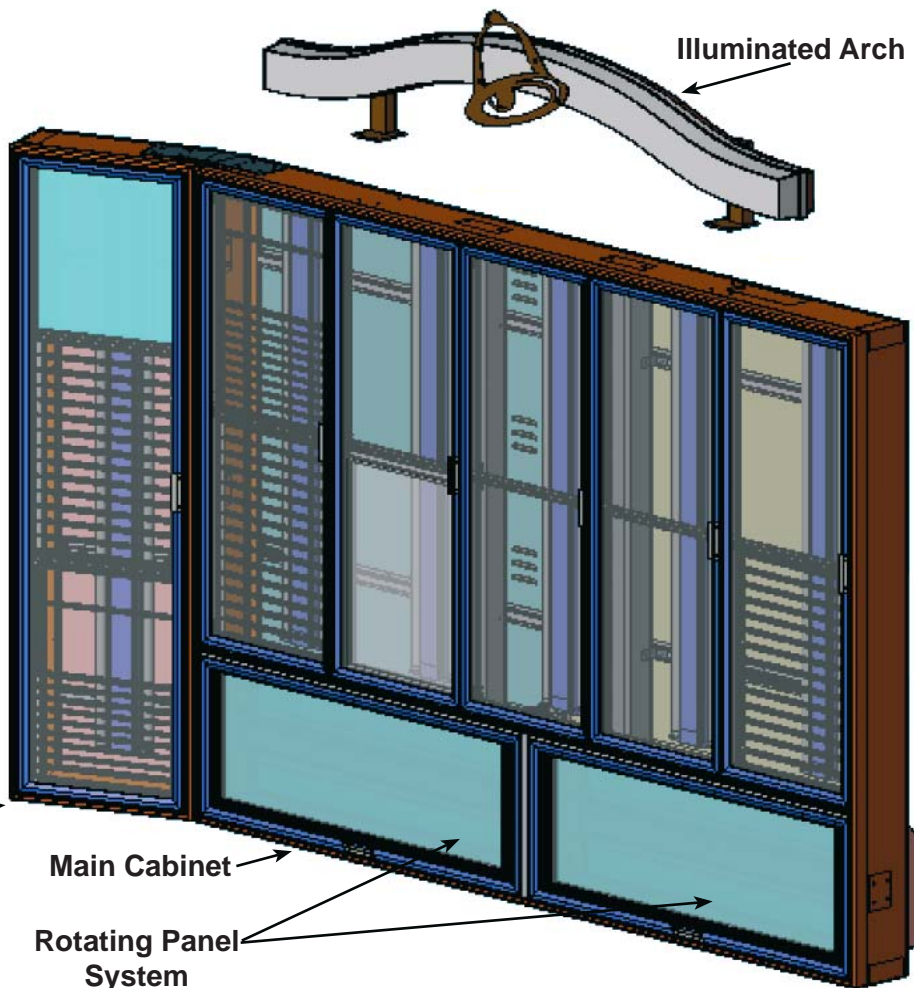
Item No. E.4

TACO BELL EVOLUTION MENU

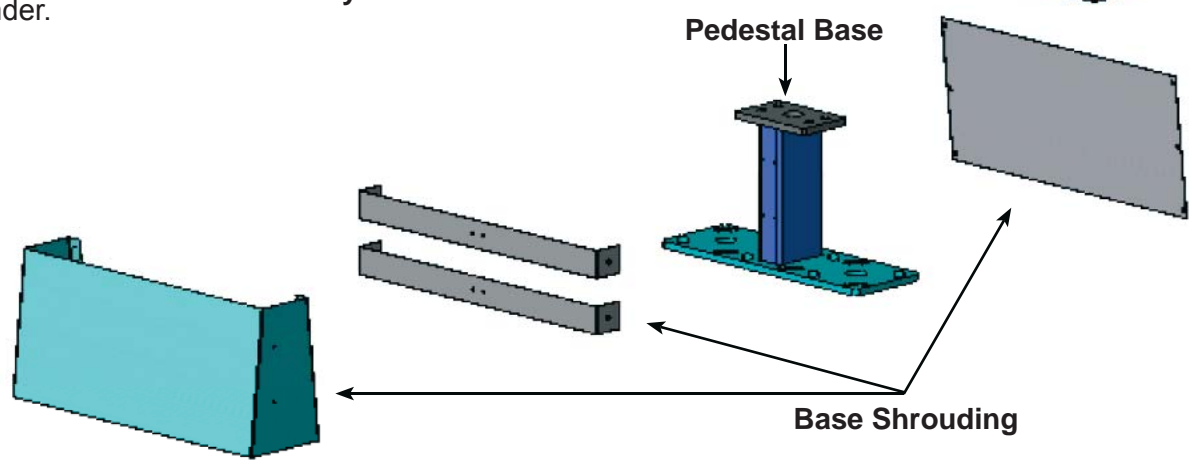
COMPONENT LIST

These components ship separately

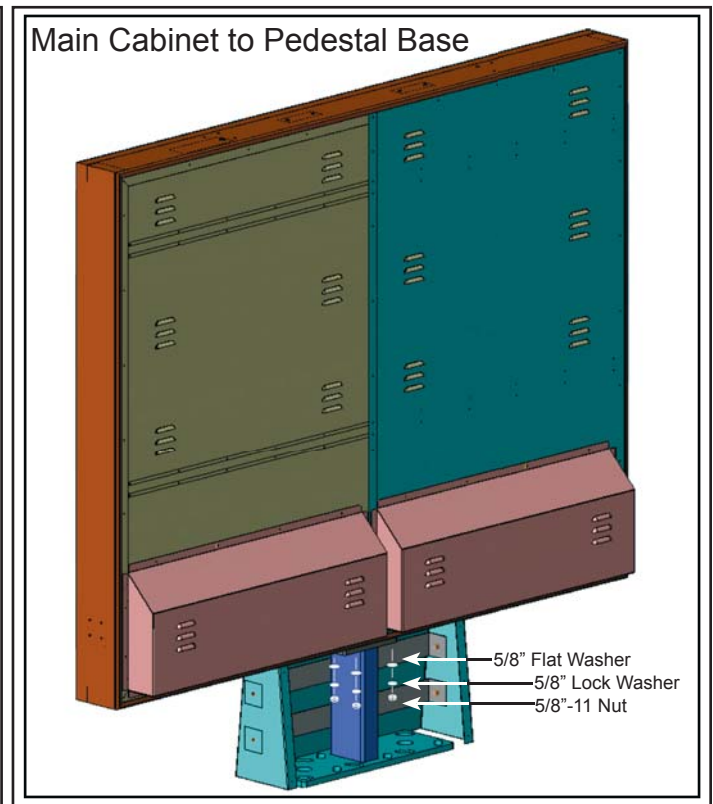
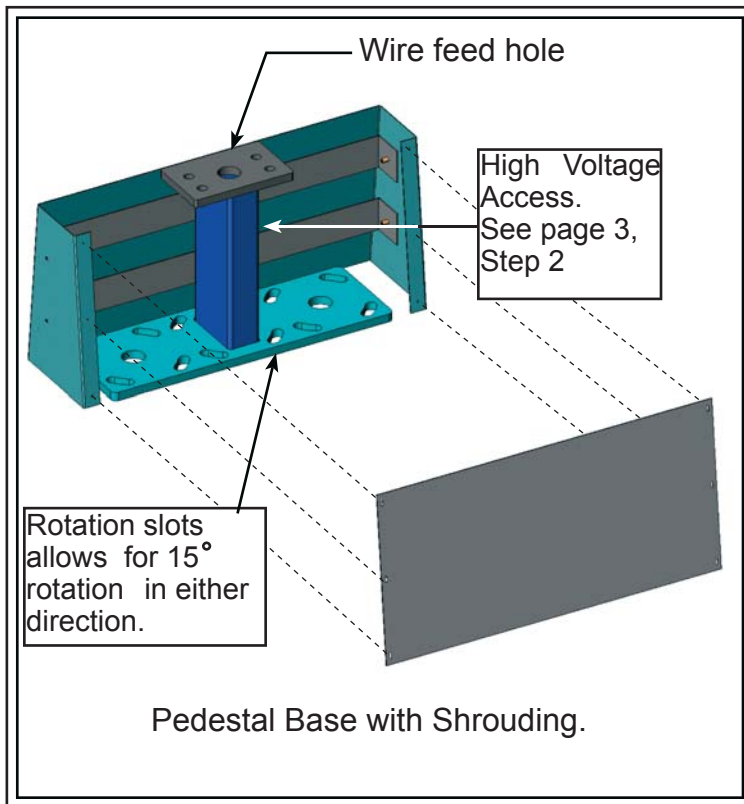
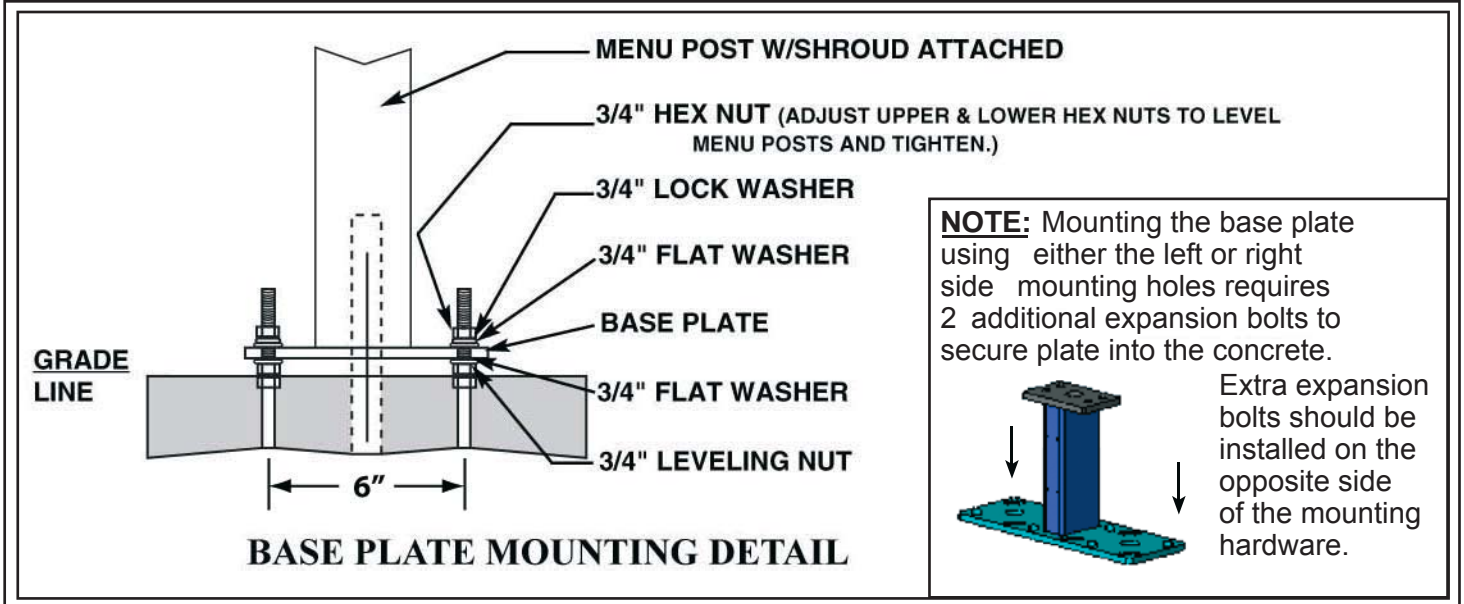
- 1-Main Cabinet
(shown with TPX Extender)*
- 2-Illuminated Arch
- 3-Pedestal Base
- 4-Base Shrouding
- 5-Lamps (not shown)
- 6-Menu Panels
(ship within the main cabinet)



TPX Extender
* The main cabinet is also available without the TPX Extender.
TPX Extender ships attached to main cabinet for locations that request extender.



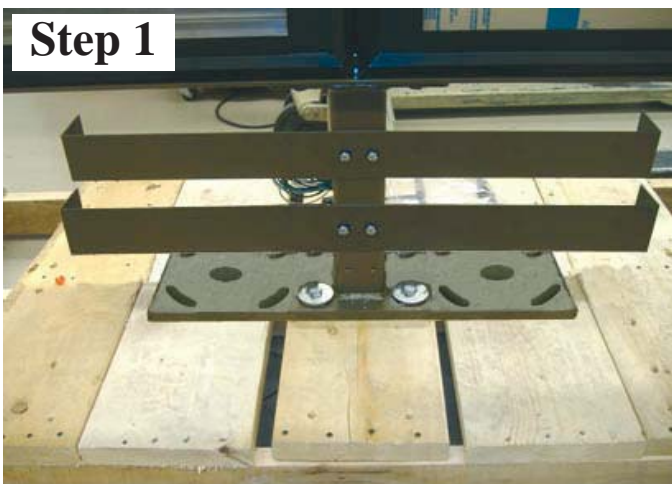
TACO BELL EVOLUTION MENU



TACO BELL EVOLUTION MENU

BASE SHROUD ASSEMBLY

Step 1



To Assemble Shroud:
Attach brackets to pedestal base as shown.

Step 2



Place front shroud over brackets as shown in photo.
Secure with hardware and route wires as needed.

Step 3

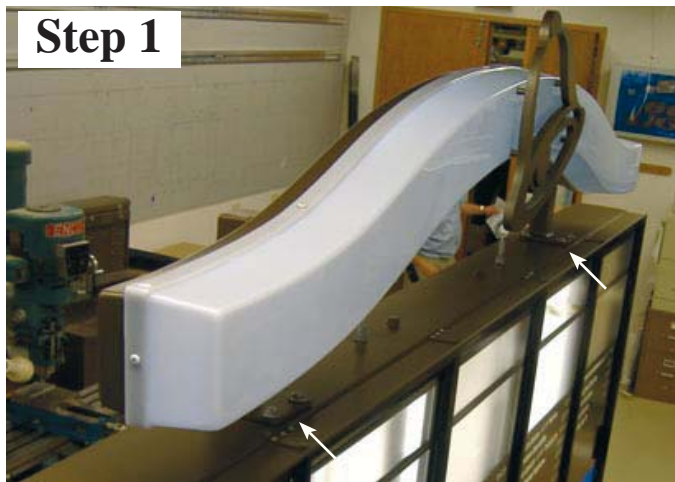


Front shroud shown attached. Place rear shroud on
back and secure with hardware.

TACO BELL OUTDOOR MENU

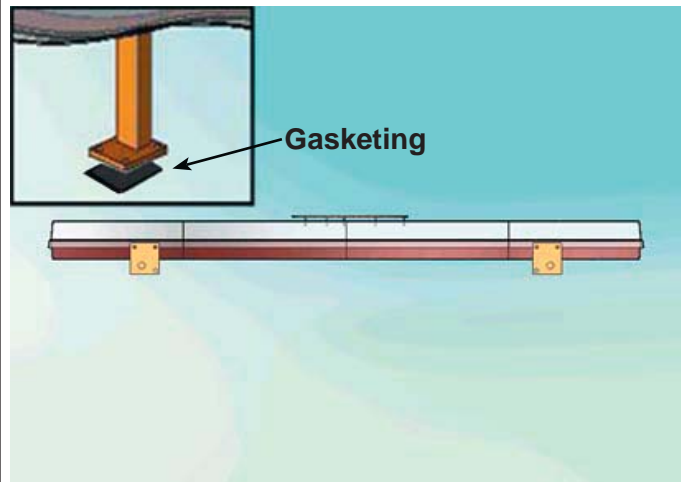
ILLUMINATED ARCH ASSEMBLY

Step 1



Arch Assembly:

Arch mounts to the top of menu system and ships with rubber gasketing and hardware pre-assembled to the base.



Bottom View of Arch Assembly

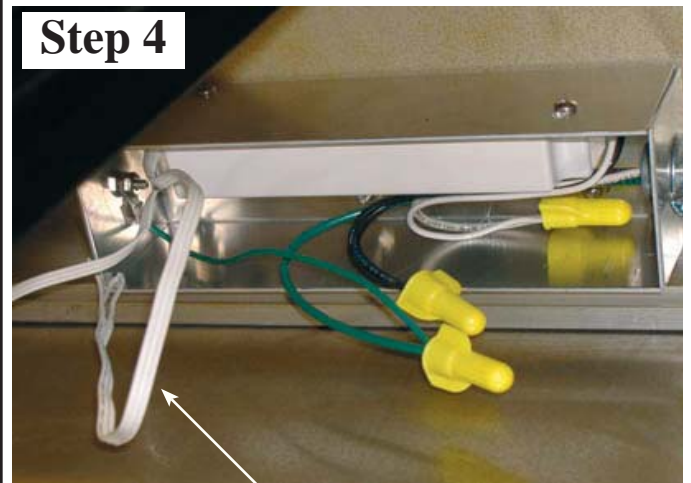
Step 3



Arch Lighting Hook-up:

Locate junction box in the top right interior section of the menu board. Remove cover to access wiring.

Step 4



Utilize driver wiring to light arch:

There are 3 wires coming in from the arch that must be connected to the 3 wires coming out of the driver.

The middle wires need to connect to each other. The outside are universal.

All wires connect.

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Explanation of reasons/intend for the amendment

1. Impact on business revenue for stores in the area with larger menu boards vs. the smaller ones allowed by current Code. The majority of national restaurants have larger menus as a universal standard design than what current code allows. In fact, there are many costly changes required to provide a custom design in order to meet restrictive Code including but not limited to: materials, fonts, layout, and require goods to be deleted. This is a hindrance for designers, manufacturers, restaurant owners, and even in the patron's ability to purchase. The end result is less revenue for the City not only from a patron-purchasing standpoint but for the funds left remaining to the restaurant owner which may be invested into the City at time of initial construction and in the future endeavors. **Business Friendly**

2. Impact on traffic flow resulting in accidents/injury for stores with larger menu boards vs. the smaller ones allowed by Code. When menus have smaller area, the words are more difficult to read resulting in ordering delays which impacts traffic. More vehicles become stationary longer and may overflow into drive ways impeding traffic as the number of vehicles increase. **User Friendly**

3. In cases where there is limited, or no, visibility of menu boards from the road or on the property, a menu board cannot be compared to a "Sign" as defined in City Code [9.15.030]. A menu board's purpose is not intended to be an "object for the purpose of advertising, identifying or calling visual attention to any place..." but a informational communication device located within the property's drive-thru lane. **User Friendly**

4. Need for more graphics space in order to present goods visible from a patron's vehicle. A comparison of drive thru restaurants and how they've evolved in services since the Code was created. More variety of goods available in current restaurants than ever before; therefore, it requires an increase in graphics at a font large enough to see from patron's vehicle. Furthermore, vehicles at present have varying focal points which become crucial when determining the position (height and angle) and legibility (size) in relation to vehicular patrons. For example, there is a 2'-0" difference approximately between standard cars and trucks or SUV's. Current Code inadequately addresses this reality. **Business Friendly**

5. Landscaping requirements of the City are such that menu boards at the rear of building are not visible from the road; therefore, no advertising quality is possible unless within the drive thru lane. With the limit in sign area and height, restaurants are forced to place their menu closer to grade resulting in further view obstruction by surrounding landscaping within the drive thru lane. Basically, plants will block view of goods at the current code of 6'-0" oah. With an increase in height from grade, it could allow landscaping to be enhanced without interference.

6. Allowing the arch with the bell above the menu board will stop the restaurant from adding clip on panels for more copy area of specials or advertisements. The arch will add more down lighting to be able to read the menu board better at night.

7. Photo surveys of menu boards in the City of Moreno Valley and surrounding areas which provide visual proof in favor of our request. Several points can be made here: a) why should Taco Bell be limited, creating hardship of revenue, when other businesses in the City clearly have not adhered to code? It's an unfair advantage. b) At the time of this current code creation, the City may have intended to prevent/avoid scenarios by creating limitations (like crime, visibility issues, "eye sores", etc.); and those are *not* occurring at present even with evidence of larger menus in the City or code enforcement would be more present. It is, then, fitting to say those original scenarios won't develop by making those existing larger boards and future boards legal within reason. c) The Code doesn't appear to meet the needs of current standards of national companies. It may have been adequate when created but may be considered antiquated by today's standards. More services are offered now. More vehicles conduct more business in a drive thru presently than in the past years. The proposed code amendment will allow businesses the capability to remain "fast" food.

Below is a summary of the code information confirmed in several adjacent local cities for menu boards:

City of San Bernardino: 2 per bldg, 45 sq ft and 8' OAH

City of Riverside: 1 per bldg, 40 sq ft and 8' OAH

City of Beaumont: case by case

City of Corona: case by case

City of Murrieta: case by case

Attached are photos and sizes of existing menu boards located in Moreno Valley and Murrieta as requested.

ATTACHMENT 9



McDonald's
2891 Canyon Springs Pkwy
Moreno Valley, CA

Cross streets:
Day and Canyon Springs
(Site has 2 menu boards &
2 drive-thru lanes)

OAH: 7'
OAW: 8'5"
Sign area: 46.61 sq ft
(Sign area does not
include additional Mc Cafe
panel above; approximately
an additional 20sq ft for a
total of **66.61 sq ft** of sign
area)



Carl's Jr.
22700 Centerpoint Dr
Moreno Valley, CA

Cross streets:
Town and Centerpoint

OAH: 8'6"
OAW: 6'2"
Sign area: 43.19 sq ft
(Sign area does not include
additional extension panels
on the right side of the
menu board; approximately
an additional 5 sq ft
for a total of **48.19 sq ft**
of sign area)



KFC

12280 Heacock St
Moreno Valley, CA

Cross streets:
Heacock and Hemlock

OAH: 8'6"

OAW: 5'9"

Sign area: 40.25 sq ft

(Sign area does not include the additional extension panel on the left side of the menu board; approximately an additional 3sq ft for a total of **43.25 sq ft** of sign area)



Taco Bell

23010 Sunnymead Blvd
Moreno Valley, CA

Cross streets:
Sunnymead and Pigeon Pass

OAH: 8'8"

OAW: 7'8"

Sign area: 43.49 sq ft



Del Taco

12625 Frederick St
 Moreno Valley, CA
 Cross streets:
 Frederick and Town Gate

OAH: 7'8"

OAW: 7'8"

Sign area: 44.19 sq ft

(Sign area does not include additional panel on the base of the menu board; approximately an additional 2 sq ft for a total of 46.19 sq ft of sign area)



Taco Bell

24656 Madison Ave
 Murrieta, CA
 Cross streets:
 Madison and Kalmia

OAH: 8'8"

OAW: 7'8"

Sign area: 43.49 sq ft

(Sign area does not include additional panel on the base of the menu board; approximately an additional 1 sq ft for a total of 44.49 sq ft of sign area)



Jack in the Box

24656 Madison Ave
 Murrieta, CA
 Cross streets:
 Madison and Kalmia
 (Site has 2 menu boards &
 1 drive-thru lane)

Menu Board 1:

OAH: 6'2"

OAW: 8'5"

Sign area: 38.25 sq ft

(Sign area does not include additional panels above and below the menu board; approximately an additional 9 sq ft for a total of **47.25 sq ft** of sign area)



Menu Board 2:

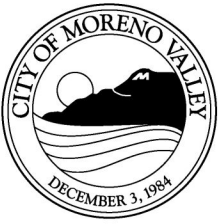
OAH: 6'2"

OAW: 8'5"

Sign area: 38.25 sq ft

(Sign area does not include additional panels below the menu board; approximately an additional 4 sq ft for a total of **42.25 sq ft** of sign area)

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

Report to City Council

TO: Mayor and City Council Acting in its Capacity as 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: June 12, 2012

TITLE: PUBLIC HEARING TO CONSIDER THE STAFF RECOMMENDED RESOLUTIONS APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES PROPOSED FOR FISCAL YEAR 2012/13

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") conduct a Public Hearing to consider the continuance of current Moreno Valley Community Services District annual parcel charges proposed for FY 2012-13 and to approve and adopt the following proposed resolutions:

1. Resolution No. CSD 2012-09 to approve the calculation of the Zone A charges.
2. Resolution No. CSD 2012-10 to approve the calculation of the Zone B charges.
3. Resolution No. CSD 2012-11 to approve the calculation of the Zone C charges.
4. Resolution No. CSD 2012-12 to approve the calculation of the Zone D charges.
5. Resolution No. CSD 2012-13 to approve the calculation of the Zone E charge.
6. Resolution No. CSD 2012-14 to approve the calculation of the Zone E-1A charges.
7. Resolution No. CSD 2012-15 to approve the calculation of the Zone E-3A charges.
8. Resolution No. CSD 2012-16 to approve the calculation of the Zone E-4A charges.
9. Resolution No. CSD 2012-17 to approve the calculation of the Zone M charges.
10. Resolution No. CSD 2012-18 to approve the calculation of the Zone S charges.

ADVISORY COMMITTEE RECOMMENDATION

N/A.

BACKGROUND

The CSD was formed simultaneously with City incorporation to provide a variety of benefit services. Zones within the CSD were established to allocate costs to those parcels that receive proportional benefit from the services provided. Each of the zones represents either a different service or degree of service to particular properties within each zone.

Approval of the proposed resolutions will continue the currently approved annual parcel charges and the proposed amount for each charge in fiscal year (FY) 2012/13. Parcel charges help to fund parks and community services, residential street lighting, arterial street lighting, maintenance of parkway landscaping, extensive parkway landscaping, internal parkway landscaping in certain areas, medians, and certain improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard, as described in the Preliminary Annual Levy Report on file in the office of the City Clerk.

Proposition 218

Proposition 218, approved in the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments. The City of Moreno Valley has reviewed Proposition 218 with respect to the CSD charge collection process. Based upon this review, it has been determined that the CSD charges as currently collected are in compliance with Proposition 218. Any future charge increases, other than an inflation adjustment that has been approved during a prior mail ballot proceeding, shall require a ballot, which will be conducted as outlined in Proposition 218 and in compliance with the Policy for Conducting Mail Ballot Proceedings as originally adopted by the City Council and the CSD Board on January 22, 2002, and as most recently amended on April 26, 2011.

DISCUSSION

For FY 2012/13, there are no proposed annual parcel charge increases for any zones, other than an inflation adjustment that already has been approved by the property owners for some zones. The inflation adjustment for FY 2012/13 is 2.17% and is based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index (CPI), as published by the Department of Labor's Bureau of Labor Statistics. The following table shows the FY 2011/12 parcel charge, the proposed FY 2012/13 parcel charge and the annual increase for the inflation adjustment for each of the zones. Additional detail is also available in the Preliminary Annual Levy Report on file in the office of the City Clerk.

CSD Zone Description		Current Fiscal Year 2011/12 Annual Charge	Proposed Fiscal Year 2012/13 Annual Charge	Change from Prior Year
A	Parks & Community Services	\$ 87.50 per dwelling unit	\$ 87.50 per dwelling unit	\$ -
B	Residential Street Lighting			
	Balloted prior to 1999	\$ 23.00 per parcel	\$ 23.00 per parcel	\$ -
	Balloted in 1999 or later	\$ 24.74 per parcel	\$ 25.27 per parcel	\$ 0.53
	Ironwood parcels	\$ 6.00 per parcel	\$ 6.00 per parcel	\$ -
C	Arterial Street and Intersection Lighting	\$ 9.00 per parcel	\$ 9.00 per parcel	\$ -
D	Parkway Landscaping	Varies by tract. Only properties within the housing tract pay per parcel		Only certain tracts have approved a CPI adjustment
E	Extensive Landscape Maintenance			
	E-1: Towngate	\$ 128.04 per parcel	\$ 130.81 per parcel	\$ 2.77
		\$ 512.16 per acre	\$ 523.27 per acre	\$ 11.11
		\$ 57.78 per condo	\$ 59.03 per condo	\$ 1.25
	E-2: Hidden Springs	\$ 403.78 per equivalent dwelling unit	\$ 412.54 per equivalent dwelling unit	\$ 8.76
		\$ 403.78 per parcel	\$ 412.54 per parcel	\$ 8.76
	E-3: Moreno Valley Ranch (West)	\$ 128.04 per parcel	\$ 130.81 per parcel	\$ 2.77
		\$ 512.16 per acre	\$ 523.27 per acre	\$ 11.11
		\$ 56.74 per condo (32142)	\$ 57.97 per condo (32142)	\$ 1.23
		\$ 54.68 per condo (32143)	\$ 55.86 per condo (32143)	\$ 1.18
		\$ 54.68 per condo (32144)	\$ 55.86 per condo (32144)	\$ 1.18
		\$ 31.98 per condo (32145)	\$ 32.67 per condo (32145)	\$ 0.69
	E-4: Moreno Valley Ranch (East)	\$ 30.94 per condo (32146)	\$ 31.61 per condo (32146)	\$ 0.67
		\$ 110.00 per parcel	\$ 110.00 per parcel	\$ -
		\$ 440.00 per acre	\$ 440.00 per acre	\$ -
	E-7: Centerpointe	\$ 688.90 per parcel	\$ 703.84 per parcel	\$ 14.94
	E-8: Promontory Park	\$ 538.10 per parcel	\$ 549.77 per parcel	\$ 11.67
		\$ 190.50 per condo	\$ 194.63 per condo	\$ 4.13
	E-12: Stoneridge Ranch	\$ 402.30 per parcel	\$ 411.02 per parcel	\$ 8.72
	E-14: Mahogany Fields	\$ 281.70 per parcel	\$ 287.81 per parcel	\$ 6.11
	E-15: Celebration	\$ 337.46 per parcel	\$ 344.78 per parcel	\$ 7.32
	E-16: Shadow Mountain	\$ 297.18 per parcel	\$ 303.62 per parcel	\$ 6.44
E-1A	Renaissance Park	\$ 78.40 per parcel	\$ 80.10 per parcel	\$ 1.70
E-3A	Lasselle Powerline Parkway	\$ 68.10 per parcel	\$ 69.57 per parcel	\$ 1.47
E-4A	Daybreak	\$ 110.46 per parcel	\$ 112.85 per parcel	\$ 2.39
M	Commercial, Industrial, and/or Multifamily Median Maintenance	Varies by parcel. Only commercial, industrial, and multifamily projects adjacent to medians pay parcel charges		
S	Sunnymead Boulevard Maintenance	Varies by parcel. Only parcels with front footage facing Sunnymead Blvd., between Frederick St. & Perris Blvd. pay per front linear foot.		

The following section lists the zones and summarizes the services provided by the CSD to each zone, along with the current FY 2011/12 and proposed FY 2012/13 annual parcel charges:

Zone A is authorized to provide park and community services citywide. All properties within the City boundaries are levied this charge to aid with current programs. The proposed FY 2012/13 parcel charge is \$87.50 per dwelling unit (residential), nonresidential parcels (commercial and industrial) and undeveloped parcels. (The current FY 2011/12 parcel charge is \$87.50.) The proposed FY 2012/13 levy for Zone A is approximately \$4,963,000.

Zone B is authorized to provide residential street lighting services to specific residential areas within the zone. The funds collected pay for the monthly energy and facilities charges to operate residential streetlights. The annual charge is \$23.00 per parcel for those properties which were annexed into the zone prior to 1999. Property owners that balloted after 1999 for Zone B services authorized an annual inflation adjustment, and will be charged \$25.27 per

parcel. There are also 65 parcels located south of Ironwood Avenue, east of Nason Street, with reduced streetlight services that pay \$6.00 per parcel. The proposed FY 2012/13 levy for Zone B is approximately \$940,000.

For 2011/12, to continue residential streetlight services, the General Fund will have contributed up to \$675,000 to fund the revenue shortfall. For 2012/13, to continue the current level of residential streetlight services, Zone B shall continue to require an additional \$675,000 from the City's General Fund, all of which will be a subsidy unless services are reduced or additional funding is provided by the property owners.

Zone C is authorized to provide arterial street lighting and intersection lighting on major roadways throughout the City. All properties within the City are levied this charge except those located within the boundaries of the Edgemont Community Services District, which contribute to an independent District for street light services. For FY 2012/13, the proposed charge for each parcel in the CSD is \$9.00. (The current FY 2011/12 parcel charge is \$9.00.) The proposed FY 2012/13 levy for Zone C is approximately \$428,000.

For 2011/12, to continue arterial streetlight services, the General Fund will have contributed up to \$90,000 of which \$28,579 is a loan and \$61,421 is a subsidy, to fund the revenue shortfall. For 2012/13, to continue the current level of arterial streetlight services, Zone C shall continue to require an additional \$420,000 from the City's General Fund, all of which will be a subsidy unless services are reduced or additional funding is provided by the property owners.

Zone D is authorized to provide parkway landscape maintenance services to the perimeters and/or entry statements of designated residential tract developments. A listing of the current FY 2011/12 charges per parcel for each tract and the proposed parcel charges for FY 2012/13 are included in the Zone D Resolution. A majority of affected property owners, of certain tracts, authorized an inflation adjustment. For FY 2012/13, the CPI adjustment shall be applied to certain tracts as noted on the Zone D Resolution. The proposed FY 2012/13 levy for all Zone D tracts is approximately \$1,148,000.

Zone E is authorized to provide extensive parkway landscape maintenance of landscaped areas adjacent to ten (10) major residential/commercial developments. For FY 2012/13, the CPI charge adjustment shall be applied to each Zone E subzone, if previously approved. The proposed annual parcel charges for the subzones are included in the Zone E Resolution. The proposed FY 2012/13 levy for all Zone E subzones is approximately \$2,415,000.

Zone E-1A is authorized to provide internal parkway landscape maintenance to the Renaissance Park development. The proposed Zone E-1A parcel charge for FY 2012/13 is \$80.10 per parcel. (Current FY 2011/12 parcel charge is \$78.40.) The total FY 2012/13 levy for Zone E-1A is approximately \$44,600.

Zone E-3A is authorized to provide internal parkway landscape maintenance to those tracts associated with the Lasselle Powerline Parkway area. The proposed Zone E-3A charge for

FY 2012/13 is \$69.57 per parcel. (Current FY 2011/12 parcel charge is \$68.10.) The total FY 2012/13 levy for Zone E-3A is approximately \$32,500.

Zone E-4A is authorized to provide internal parkway landscape maintenance to the Daybreak development. The proposed Zone E-4A parcel charge for FY 2012/13 is \$112.85. (Current FY 2011/12 parcel charge is \$110.46.) The total FY 2012/13 levy for Zone E-4A is approximately \$11,200.

Zone M is authorized to provide maintenance for improved medians constructed as a condition of approval for commercial/industrial/multifamily developments. Parcel charges for this zone are calculated by determining the proportional obligation for the total median maintenance and administrative costs attributable to the improved median area associated with the affected commercial/industrial/multifamily properties. The current FY 2011/12 parcel charges and the proposed FY 2012/13 parcel charges for Zone M are included in the Zone M Resolution. The total FY 2012/13 levy for Zone M is approximately \$259,400.

Zone S is authorized to provide maintenance services to certain improvements along Sunnymead Boulevard between Frederick Street and Perris Boulevard. Parcel charges for this zone are calculated by determining the proportional financial obligation, based on front linear footage, of the properties adjacent to the improvements. The Zone S parcel charge for 2012/13 is \$2.899094 per front linear footage, which includes an inflation factor. The total FY 2012/13 levy for Zone S is approximately \$55,200. (Current FY 2011/12 parcel charge is \$2.837520 per front liner footage).

ALTERNATIVES

1. By conducting a Public Hearing, the CSD Board shall allow for the approval and adoption of the proposed resolutions. *Although not required under Proposition 218, City policy has been to continue holding a Public Hearing. By conducting the Public Hearing on June 12, 2012, property owners shall be given an opportunity to address the CSD Board regarding the continuation of the CSD annual parcel charges for the associated services. Approving CSD Zones D, E, E-1A, E-3A, E-4A and S parcel charges as proposed by staff shall authorize the CSD to continue providing maintenance at the applicable service levels. Approving the proposed parcel charge for CSD Zones A, B, C and M will partially fund park and community services (Zone A), residential street lighting services (Zone B), arterial street lighting services (Zone C) and improved median maintenance (Zone M). The County of Riverside requires that resolutions be approved annually to authorize collection of the CSD annual parcel charges on the property tax bills. Approval of these resolutions will satisfy the County requirement.*
2. By not approving and adopting the proposed resolutions, the parcel charges may not be able to be levied by the County of Riverside. *Even though a Public Hearing is not required under Proposition 218 for the continuation of the CSD annual parcel charges, City policy has been to continue holding a Public Hearing to allow the public to*

address the CSD Board. By not adopting the resolutions, the County may challenge the CSD's ability to place the CSD parcel charges on the County property tax bill.

FISCAL IMPACT

Property owners pay the CSD annual parcel charges as a part of their property tax bill. Annual parcel charges, including CPI adjustments, have been approved by the affected property owners through prior proceedings. The annual inflation factor is based on the percentage change in the CPI for the prior calendar year. For FY 2012/13, the CPI adjustment is 2.17%.

CSD Zones D, E, E-1A, E-3A, E-4A and S annual parcel charges are based on full-cost recovery and program operations that have no effect on the General Fund. Zones A, B, C, and M annual parcel charges reduce any General Fund support required to provide services for these programs. **The funds collected through the CSD annual parcel charges for Zones A, B, C, D, E, E-1A, E-3A, E-4A, M and S are restricted funds, which may only be used to pay for costs within each respective CSD Zone.**

Approving annual parcel charges less than those proposed by staff may require a decrease to both the level and quality of service from that provided during FY 2011/12. The service levels may be adjusted according to the approved funding level.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS

CSD landscape maintenance services help enhance community image, neighborhood pride and cleanliness. Residential properties, which have landscaped parkways and/or medians, as maintained by the CSD, help to foster a pleasant environment and neighborhood atmosphere. Proper placement of plant materials helps in the prevention of graffiti.

REVENUE DIVERSIFICATION AND PRESERVATION

The CSD annual parcel charges comply with the City's goal of revenue diversification and preservation and are based upon actual costs, which include maintenance and administration. The CSD annual parcel charges support the preservation of the current services provided by the CSD.

SUMMARY

The actions before the CSD Board are to conduct the Public Hearing, and to approve and adopt the resolutions for the continuation of the currently approved CSD annual parcel charges within each of the existing zones as submitted in the Preliminary Annual Levy Report. Since the adoption of Proposition 218 state legislation, public hearings to consider charges or fees already in place are not mandated; such hearings were required under state statutes before the adoption of Proposition 218. City policy has been to continue the past practice as a courtesy to the public.

The County requires resolutions be approved annually to establish the authority to collect the CSD annual parcel charges on the property tax bills. Approval of the resolutions will satisfy the County requirement.

NOTIFICATION

On April 23, 2012, the CSD mailed individual notices to property owners of 48,212 parcels.

Newspaper advertising was published on May 23, 2012 and May 30, 2012 for the Public Hearing.

ATTACHMENTS

- Attachment 1 Resolution for Zone A
- Attachment 2 Resolution for Zone B
- Attachment 3 Resolution for Zone C
- Attachment 4 Resolution for Zone D
- Attachment 5 Resolution for Zone E
- Attachment 6 Resolution for Zone E-1A
- Attachment 7 Resolution for Zone E-3A
- Attachment 8 Resolution for Zone E-4A
- Attachment 9 Resolution for Zone M
- Attachment 10 Resolution for Zone S

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

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. CSD 2012-09

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE ANNUAL PARCEL CHARGE FOR PROVIDING ZONE A (PARKS AND COMMUNITY SERVICES) SERVICES DURING FISCAL YEAR 2012/2013

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides improvements and maintenance for parks and community services within the CSD and provides funding for such services, in part, through CSD Zone A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD (“CSD Board”), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone A (Parks and Community Services) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation and application of charge as previously approved by the property owners for each per dwelling unit, nonresidential parcel or per undeveloped parcel within CSD Zone A is a necessary and equitable charge to fund, in part, the furnishing of parks and community services by the CSD for Fiscal Year 2012/2013; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

Attachment 1

Resolution No. CSD 2012-09
Date Adopted: June 12, 2012

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the charge at the calculated rate of eighty-seven dollars and fifty cents (\$87.50) to defray in part the costs of furnishing parks and community services within the CSD is hereby approved and adopted.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. That the CSD Board adopted CSD Resolution 97-01, finding that the existing Zone A parcel charges are exempt from the provision of Proposition 218 as long as they are not increased and are therefore not subject to voter ratification at this time.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Resolution No. CSD 2012- __
Date Adopted: June 12, 2012

APPROVED AND ADOPTED this 12th day of June 2012.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity of
General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2012- __
Date Adopted: June 12, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2012-___ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

Resolution No. CSD 2012- ___
Date Adopted: June 12, 2012

RESOLUTION NO. CSD 2012-10

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE ANNUAL PARCEL CHARGE FOR PROVIDING ZONE B (RESIDENTIAL STREET LIGHTING) SERVICES DURING FISCAL YEAR 2012/2013

WHEREAS, the Moreno Valley Community Services District ("CSD") provides improvements and maintenance for residential street lighting services within the CSD and provides funding for such services, in part, through CSD Zone B; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. and following of the provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone B (Residential Street Lighting) services be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment, and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone B is a necessary and equitable charge to fund, in part, the residential street lighting services by the CSD for Fiscal Year 2012/2013; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

Attachment 2

Resolution No. CSD 2012-10
Date Adopted: June 12, 2012

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The charge is hereby approved to be levied at the existing and previously approved respective rates of twenty-three dollars (\$23.00), twenty-five dollars and twenty-seven cents (\$25.27), and six dollars (\$6.00) as applicable.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone B, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that Zone B is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Resolution No. CSD 2012- __
Date Adopted: June 12, 2012

APPROVED AND ADOPTED this 12th day of June 2012.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity of
General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2012- __
Date Adopted: June 12, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2012-___ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

Resolution No. CSD 2012- ___
Date Adopted: June 12, 2012

RESOLUTION NO. CSD 2012-11

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE ANNUAL PARCEL CHARGE FOR PROVIDING ZONE C (ARTERIAL STREET LIGHTING AND INTERSECTION LIGHTING) SERVICES DURING FISCAL YEAR 2012/2013

WHEREAS, the Moreno Valley Community Services District ("CSD") provides improvements and maintenance for intersection and arterial street lighting services within the CSD and provides funding for such services, in part, through CSD Zone C; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone C (Arterial Street Lighting and Intersection Lighting) services be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone C is a necessary and equitable charge to fund, in part, the arterial and intersection street lighting services by the CSD for Fiscal Year 2012/2013; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared that identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

Attachment 3

Resolution No. CSD 2012-11
Date Adopted: June 12, 2012

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the charge at the calculated rate of nine dollars (\$9.00) to defray in part the costs of furnishing arterial and intersection street lighting services within the CSD is hereby approved and adopted.

2. The herein approved service charge is hereby confirmed for each parcel of real property within CSD Zone C, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. That the CSD Board adopted CSD Resolution 97-01, finding that the existing Zone C parcel charges are exempt from the provision of Proposition 218 as long as they are not increased and therefore are not subject to voter ratification at this time.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Resolution No. CSD 2012- ____
Date Adopted: June 12, 2012

APPROVED AND ADOPTED this 12th day of June 2012.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity of
General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2012- __
Date Adopted: June 12, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2012-___ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

Resolution No. CSD 2012- ___
Date Adopted: June 12, 2012

RESOLUTION NO. CSD 2012-12

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE ANNUAL PARCEL CHARGE FOR PROVIDING ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2012/2013

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides or will provide parkway landscape improvement and maintenance services within the CSD and provides funding for such services, in part, through CSD Zone D; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD (“CSD Board”), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone D (Parkway Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Adjustment (“CPI”) adjustment (if applicable), and application of charge as previously approved by the property owners for each assessable parcel or unit of real property within CSD Zone D is a necessary and equitable charge to fund, in part, the parkway landscape services by the CSD for Fiscal Year 2012/2013; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

Attachment 4

Resolution No. CSD 2012-12
Date Adopted: June 12, 2012

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the charge at the maximum calculated rates set forth below, which includes previously approved CPI adjustments, to defray in part the costs of furnishing parkway landscape services to the following tracts within the CSD is hereby approved and adopted as follows:

**Zone D (Landscape Maintenance)
FY 2012/13 Proposed Charges**

Tract Number	Landscape Maintenance Service Level	FY 2012/13 Noticed/Maximum Parcel Charges
11848	Reduced	\$88.54
12305	Standard	\$57.00
12608	Street Tree Program	\$201.27
12773	Reduced	\$84.33
12902	Standard	\$75.89
13585	Reduced	\$57.00
15387	Reduced	\$57.00
15433	Reduced	\$94.87
16768	Reduced	\$67.45
16769	Standard	\$64.28
16770	Reduced	\$57.00
17033	Reduced	\$182.49
17176	Reduced	\$57.00
17334	Reduced	\$357.20
17387	Street Tree	\$57.00
17457	Reduced	\$83.26
17867	Reduced	\$57.00
18283	Standard	\$57.00
18930	Reduced	\$81.16
19032	Street Tree	\$200.25
19141	Standard	\$79.05
19142	Standard	\$57.00
19143	Reduced	\$57.00
19208	Reduced	\$76.60
19210	Reduced	\$71.68
19233	Standard	\$57.00
19363	Reduced	\$57.00
19434	Reduced	\$57.00

Resolution No. CSD 2012- ____
Date Adopted: June 12, 2012

Tract Number	Landscape Maintenance Service Level	FY 2012/13 Noticed/Maximum Parcel Charges
19474	Standard	\$57.00
19496	Standard	\$67.45
19500	Reduced	\$76.93
19509	Reduced	\$57.00
19529	Standard	\$73.78
19533	Standard	\$57.00
19541	Standard	\$98.04
19551	Reduced	\$99.39
19675	Standard	\$84.33
19685	Reduced	\$73.78
19799	Street Tree	\$281.82
19852	Reduced	\$71.43
19862	Reduced	\$156.13
19912	Reduced	\$87.47
19937	Reduced	\$112.89
19957	Street Tree	\$71.43
20030	Reduced	\$105.52
20032	Reduced	\$57.00
20072	Reduced	\$92.13
20120	Standard	\$99.10
20197	Standard	\$57.00
20272	Reduced	\$131.79
20301	Reduced	\$57.00
20404	Reduced	\$108.70
20525	Reduced	\$57.00
20552	Reduced	\$57.00
20660	Reduced	\$110.79
20715	Reduced	\$97.30
20718	Reduced	\$146.63
20859	Reduced	\$68.33
20869	Reduced	\$57.00
20941	Reduced	\$108.68
21113	Reduced	\$57.00
21332	Reduced	\$101.18
21333	Reduced	\$219.50
21345	Standard	\$120.27
21597	Standard	\$489.72
21616	Reduced	\$391.14
21737	Reduced	\$221.60
21806	Standard	\$72.74

Resolution No. CSD 2012- ____
Date Adopted: June 12, 2012

Tract Number	Landscape Maintenance Service Level	FY 2012/13 Noticed/Maximum Parcel Charges
22093	Reduced	\$178.79
22180	Standard	\$255.73
22276	Reduced	\$205.36
22277	Street Tree	\$278.53
22371	Reduced	\$301.72
22889	Reduced	\$196.08
22999	Standard	\$67.00
23046	Reduced	\$183.00
24721	Street Tree	\$57.00
27526	Reduced	\$168.78
28882	Reduced	\$108.68
29038	Reduced	\$63.22
30027	Reduced	\$208.09
30967	Standard	\$483.91
31129	Standard	\$140.99
31257	Reduced	\$1,107.03
31268	Standard	\$190.91
31269	Standard	\$226.65
31284	Reduced	\$131.59
31305	Standard	\$513.54
31424	Standard	\$226.65
31591	Reduced	\$479.07
31618	Standard	\$376.86
32005	Standard	\$115.96
32018	Reduced	\$71.68
32625	Standard	\$1,035.39
32715	Standard	\$945.29
33436	Standard	\$43.48
33637	Standard	\$307.49
33962	Standard	\$511.46
10191/18468	Street Tree Program	\$72.74
13576/19080/19081	Street Tree Program	\$33.71
14387/12268	Standard	\$57.00
18512/21322	Reduced	\$84.88
18784/20906	Reduced	\$183.25
19518/18372	Reduced	\$57.00
27251-1	Standard	\$481.44
31269-1	Reduced	\$311.23
4-Custom Homes	Standard	\$587.04

Resolution No. CSD 2012-__
Date Adopted: June 12, 2012

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone D, as set forth in the report on said charge filed with the Secretary of the District, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any service charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that CSD Zone D is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Resolution No. CSD 2012- ___
Date Adopted: June 12, 2012

APPROVED AND ADOPTED this 12th day of June 2012.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity of
General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2012- ____
Date Adopted: June 12, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2012-___ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

Resolution No. CSD 2012-___
Date Adopted: June 12, 2012

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RESOLUTION NO. CSD 2012-13

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2012/2013

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide extensive landscape maintenance services within the CSD and provides funding for such services, in part, through CSD Zone E and the various subzones thereof; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E (Extensive Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index ("CPI") adjustments, and application of charge as previously approved by the property owners for each assessable parcel of real property within the various subzones of Zone E of the CSD is a necessary and equitable charge to fund, in part, the extensive landscape maintenance services by the CSD for Fiscal Year 2012/2013; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

Attachment 5

Resolution No. CSD 2012-13
Date Adopted: June 12, 2012

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the charge at the maximum calculated rates set forth below, which includes previously approved CPI adjustments, to defray in part the costs of furnishing extensive landscape maintenance services within the CSD is hereby approved and adopted as follows:

**Zone E (Extensive Landscape Maintenance)
FY 2012/13 Proposed Charges**

Zone E	Specific Plan or Major Development	Landscape Maintenance Service Level	Charge Category	FY 2012/13 Noticed/Maximum Annual Charges
E-1	TownGate	Reduced	Per parcel	\$130.81
			Per acre for nonresidential/undeveloped parcels	\$523.27
			Per condo unit	
			Tract 34299	\$59.03
E-1A	Renaissance Park	Reduced	Per parcel	\$80.10
E-2	Hidden Springs	Parkways - Standard Open Space - Reduced	Per parcel	\$412.54
			Per Equivalent Dwelling Unit for undeveloped parcels	\$412.54
E-3	Moreno Valley Ranch - West	Reduced	Per parcel	\$130.81
			Per acre for nonresidential/undeveloped parcels	\$523.27
			Per condo unit	
			Tract 32142	\$57.97
			Tract 32143	\$55.86
			Tract 32144	\$55.86
			Tract 32145	\$32.67
Tract 32146	\$31.61			
E-3A	Lasselle Powerline Parkway	Reduced	Per parcel	\$69.57
E-4	Moreno Valley Ranch - East	Reduced	Per parcel	\$110.00
			Per acre for nonresidential/undeveloped parcels	\$440.00
E-4A	Daybreak	Standard	Per parcel	\$112.85

Resolution No. CSD 2012-__
Date Adopted: June 12, 2012

Zone E	Specific Plan or Major Development	Landscape Maintenance Service Level	Charge Category	FY 2012/13 Noticed/Maximum Annual Charges
E-7	Centerpointe	Standard	Per acre	\$703.84
E-8	Promontory Park	Standard	Per condo unit	\$194.63
			Per parcel	\$549.77
E-12	Stoneridge Ranch	Standard	Per parcel	\$411.02
E-14	Mahogany Fields	Standard	Per parcel	\$287.81
E-15	Celebration	Standard	Per parcel	\$344.78
E-16	Shadow Mountain	Standard	Per parcel	\$303.62

2. The herein approved charges are hereby confirmed for each parcel of real property within the various subzones of CSD Zone E, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the service charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that CSD Zone E is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Resolution No. CSD 2012- __
Date Adopted: June 12, 2012

APPROVED AND ADOPTED this 12th day of June 2012.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2012- ____
Date Adopted: June 12, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2012-___ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

Resolution No. CSD 2012- ___
Date Adopted: June 12, 2012

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RESOLUTION NO. CSD 2012-14

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE ANNUAL PARCEL CHARGE FOR PROVIDING ZONE E-1A (RENAISSANCE PARK – INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2012/2013

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides or will provide Renaissance Park walls/internal parkway landscape maintenance services within the CSD and provides funding for such services, in part, through CSD Zone E-1A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 and following of the provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD (“CSD Board”), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-1A (Renaissance Park Internal Parkway Landscape Maintenance) so collected on the tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Index (“CPI”) adjustment, and application of charge as previously approved by the property owner for each assessable parcel of real property, within CSD Zone E-1A is a necessary and equitable charge to fund, in part, the internal parkway landscape maintenance services for Renaissance Park by the CSD for Fiscal Year 2012/2013; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

Attachment 6

Resolution No. CSD 2012-14
Date Adopted: June 12, 2012

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the charge at the calculated rate of eighty dollars and ten cents (\$80.10), which includes previously approved CPI adjustments, to defray in part the cost of furnishing Renaissance Park internal parkway landscape maintenance services within the CSD, is hereby approved and adopted.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-1A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that CSD Zone E-1A is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Resolution No. CSD 2012-__
Date Adopted: June 12, 2012

APPROVED AND ADOPTED this 12th day of June 2012.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity of
General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2012-__
Date Adopted: June 12, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2012-___ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

Resolution No. CSD 2012-___
Date Adopted: June 12, 2012

RESOLUTION NO. CSD 2012-15

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE ANNUAL PARCEL CHARGE FOR PROVIDING ZONE E-3A (LASSELLE POWERLINE PARKWAY INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2012/2013

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides or will provide Lasselle Powerline Parkway walls/internal parkway landscape maintenance services within the CSD and provides funding for such services, in part, through CSD Zone E-3A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD (“CSD Board”), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-3A (Lasselle Powerline Parkway Internal Parkway Landscape Maintenance) be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including a Consumer Price Index (“CPI”) adjustment, and application of charge as previously approved by the property owner for each assessable parcel of real property within CSD Zone E-3A is a necessary and equitable charge to fund, in part, internal parkway landscape maintenance services for the Lasselle Powerline Parkway by the CSD for Fiscal Year 2012/2013; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property that is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of the public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

Attachment 7

Resolution No. CSD 2012-15
Date Adopted: June 12, 2012

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the charge at the calculated rate of sixty-nine dollars and fifty-seven cents (\$69.57), which includes previously approved CPI adjustments for CSD Zone E-3A (Lasselle Powerline Parkway) to defray in part the costs of furnishing internal parkway landscape maintenance services within the CSD is hereby approved and adopted.
2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-3A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.
3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.
4. The CSD Board made a finding that Zone E-3A is in compliance with Proposition 218.
5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.
6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Resolution No. CSD 2012-__
Date Adopted: June 12, 2012

APPROVED AND ADOPTED this 12th day of June 2012.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity of
General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2012-____
Date Adopted: June 12, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2012-___ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

Resolution No. CSD 2012-___
Date Adopted: June 12, 2012

RESOLUTION NO. CSD 2012-16

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE ANNUAL PARCEL CHARGE FOR PROVIDING ZONE E-4A (DAYBREAK DEVELOPMENT – INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2012/2013

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides or will provide internal parkway landscape maintenance services within the CSD and provides funding for such services, in part, through CSD Zone E-4A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD (“CSD Board”), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-4A (Daybreak Development - Internal Parkway Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index (“CPI”) adjustments, and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone E-4A is a necessary and equitable charge to fund, in part, internal parkway landscape maintenance services for the Daybreak Development by the CSD for Fiscal Year 2012/2013; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

Attachment 8

Resolution No. CSD 2012-16
Date Adopted: June 12, 2012

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the charge at the calculated rate of one hundred twelve dollars and eighty-five cents (\$112.85), which includes previously approved CPI adjustments for Zone E-4A (Daybreak Development) to defray in part the costs of internal parkway landscape maintenance services within the CSD hereby approved and adopted.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-4A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any service charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that CSD Zone E-4A is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

Resolution No. CSD 2012-__
Date Adopted: June 12, 2012

APPROVED AND ADOPTED this 12th day of June 2012.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity of
General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2012- ____
Date Adopted: June 12, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2012-___ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

Resolution No. CSD 2012-___
Date Adopted: June 12, 2012

RESOLUTION NO. CSD 2012-17

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE ANNUAL PARCEL CHARGE FOR PROVIDING ZONE M (COMMERCIAL/ INDUSTRIAL/MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) SERVICES DURING FISCAL YEAR 2012/2013

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides or will provide commercial/industrial/multifamily improved median maintenance services within the CSD and provides funding for such services, in part, through CSD Zone M; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors CSD (“CSD Board”), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for CSD Zone M (Commercial/industrial/multifamily improved median maintenance) be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index (“CPI”) adjustments, and application of charge as previously approved by the property owners for each assessable commercial/industrial/multifamily property within CSD Zone M is a necessary and equitable charge to fund, in part, the improved median maintenance services by the CSD for Fiscal Year 2012/2013; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

Attachment 9

Resolution No. CSD 2012-17
Date Adopted: June 12, 2012

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the charge is calculated by determining the proportional obligation for the total median maintenance and administrative costs attributable to the improved median area associated with the affected commercial/industrial/multifamily properties, which includes previously approved CPI adjustments, to defray in part the costs of furnishing commercial/industrial/multifamily improved median maintenance services within the CSD, is hereby approved and adopted as follows:

**Zone M
(Commercial, Industrial and/or Multifamily Median Maintenance)
FY 2012/13 Proposed Charges**

Assessor Parcel Number (APN)	FY 2012/13 Noticed/Maximum Parcel Charges	Assessor Parcel Number (APN)	FY 2012/13 Noticed/Maximum Parcel Charges
297-120-002	\$1,016.32	312-360-010	\$863.41
297-120-003	\$735.56	312-360-011	\$693.08
297-120-011	\$1,534.51	485-220-030	\$2,089.66
297-120-012	\$1,534.51	485-220-031	\$313.41
291-191-024	\$354.59	486-070-012	\$269.27
297-130-046	\$2,120.27	486-070-013	\$266.82
297-130-064	\$873.83	486-070-004	\$3,087.00
297-140-049	\$1,192.56	486-070-011	\$3,087.00
297-140-050	\$1,226.34	485-081-035	\$327.14
297-141-001	\$227.43	316-200-033	\$2,185.35
297-141-002	\$227.43	316-200-034	\$4,647.75
297-141-003	\$227.43	316-200-035	\$1,957.67
297-141-004	\$227.43	484-030-015	\$1,635.49
297-141-005	\$227.43	484-030-020	\$641.64
297-141-006	\$227.43	484-030-022	\$641.64
297-140-052	\$1,078.58	488-210-014	\$1,298.48
297-170-004	\$3,767.74	478-070-029	\$7,821.50
482-700-001	\$402.07	486-240-015	\$2,831.96
482-700-005	\$402.07	486-240-016	\$7,346.30
296-280-018	\$1,808.55	488-090-031	\$2,179.32
296-300-005	\$2,372.74	488-090-032	\$128.63
296-300-007	\$621.29	488-090-033	\$1,465.87
484-020-023	\$6,169.80	488-090-037	\$393.74
484-020-024	\$7,540.75	488-090-038	\$364.50
297-130-039	\$798.00	488-090-039	\$341.12
297-130-041	\$1,957.00	488-090-040	\$389.83

Resolution No. CSD 2012-__
Date Adopted: June 12, 2012

Assessor Parcel Number (APN)	FY 2012/13 Noticed/Maximum Parcel Charges	Assessor Parcel Number (APN)	FY 2012/13 Noticed/Maximum Parcel Charges
297-130-042	\$1,610.00	488-090-043	\$114.98
297-170-067	\$15,146.96	488-090-047	\$372.28
297-170-069	\$11,236.75	488-090-048	\$298.21
297-170-071	\$5,085.92	488-090-049	\$72.09
297-100-066	\$806.67	488-090-050	\$140.32
297-100-074	\$229.51	488-090-051	\$892.76
297-100-075	\$154.25	488-090-052	\$60.40
297-120-016	\$5,379.29	488-090-053	\$50.63
297-150-055	\$20,347.88	488-090-054	\$265.09
486-250-021	\$8,437.85	488-090-055	\$153.97
486-250-024	\$8,146.03	488-090-056	\$113.04
486-250-025	\$291.79	488-090-057	\$206.58
312-250-046	\$3,820.50	488-090-064	\$179.32
482-540-030	\$417.91	488-090-071	\$1,035.06
484-020-026	\$2,913.90	488-090-073	\$152.02
479-070-050	\$1,671.70	488-090-074	\$475.60
312-270-036	\$2,735.56	488-090-076	\$278.71
316-210-074	\$1,951.38	488-090-082	\$101.33
312-020-017	\$1,648.49	488-090-083	\$368.40
312-020-018	\$1,571.43	488-090-084	\$11.66
312-020-020	\$613.16	488-090-085	\$364.48
312-360-001	\$1,470.20	474-120-037	\$3,292.79
312-360-002	\$691.89	484-242-020	\$3,092.29
312-360-003	\$473.70	488-350-041	\$33,732.48
312-360-004	\$1,660.38	488-350-047	\$2,883.58
312-360-005	\$1,289.34	488-350-035	\$7,125.19
312-360-006	\$2,087.45	486-280-041	\$10,121.63
312-360-007	\$815.58	292-230-006	\$224.77
312-360-008	\$768.91	292-230-055	\$383.07
312-360-009	\$854.10	263-111-046	\$2,406.28

2. The herein approved charge calculation is hereby confirmed for each parcel of real property within CSD Zone M, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided,

Resolution No. CSD 2012-__
Date Adopted: June 12, 2012

however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that CSD Zone M is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 12th day of June 2012.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity of
General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2012-__
Date Adopted: June 12, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2012-___ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

Resolution No. CSD 2012-___
Date Adopted: June 12, 2012

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RESOLUTION NO. CSD 2012-18

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE ANNUAL PARCEL CHARGE FOR PROVIDING ZONE S (SUNNYMEAD BOULEVARD MAINTENANCE) SERVICES DURING FISCAL YEAR 2012/2013

WHEREAS, the Moreno Valley Community Services District ("CSD") shall provide maintenance for improvements under construction along Sunnymead Boulevard from Frederick Street to Perris Boulevard; and,

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and,

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone S (Sunnymead Boulevard Maintenance) along from Frederick Street to Perris Boulevard be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index ("CPI"), and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone S is a necessary and equitable charge to fund, in part, the furnishing of ongoing maintenance for improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard for Fiscal Year 2012/2013; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held a said hearing, at which time all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and,

Attachment 10

Resolution No. CSD 2012-18
Date Adopted: June 12, 2012

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the annual parcel charge at the calculated rate of \$2.899094 per front linear footage, which includes an inflation factor, to defray in part the costs of ongoing maintenance for improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard within the CSD is hereby approved and adopted.

2. The herein approved parcel charges calculated is hereby confirmed for each said parcel of real property within CSD Zone S, as set forth in the report on said charge filed with the CSD Secretary, as such may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that Zone S is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passages of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charge calculation to the Auditor of the County of Riverside and to the Tax Collector of said County, together with the certified copy of this Resolution as hereinabove provided.

Resolution No. CSD 2012-__
Date Adopted: June 12, 2012

APPROVED AND ADOPTED this 12th day of June 2012.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity of
General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2012-__
Date Adopted: June 12, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2012-___ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

Resolution No. CSD 2012- __
Date Adopted: June 12, 2012

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

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

- b) Report by Council Member Robin N. Hastings on the Western Riverside Council of Governments (WRCOG)**

- c) Report by Council Member Jesse L. Molina on the Riverside Transit Agency (RTA)**

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

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: June 12, 2012

TITLE: GENERAL MUNICIPAL ELECTION – NOVEMBER 6, 2012
RESOLUTIONS CALLING AND GIVING NOTICE; REQUESTING
CONSOLIDATION WITH STATEWIDE GENERAL ELECTION;
AND ADOPTING REGULATIONS PERTAINING TO
CANDIDATES' STATEMENTS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2012-46, calling and giving notice of the holding of a general municipal election on Tuesday, November 6, 2012 of certain officers as required by the provisions of the laws of the State of California relating to general law cities; and
2. Adopt Resolution No. 2012-47, requesting the Board of Supervisors of the County of Riverside to consolidate a general municipal election with the statewide general election to be held on Tuesday, November 6, 2012 pursuant to §10403 of the California Elections Code; and
3. Adopt Resolution No. 2012-48, adopting regulations for candidates for elective office pertaining to candidates' statements submitted to the voters at an election to be held on Tuesday, November 6, 2012; and
4. Approve the attached Municipal Information Form and authorize the City Clerk to submit the completed form and the resolutions to the Registrar of Voters.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

SUMMARY

Submitted for adoption are three resolutions necessary for calling and giving notice of a general municipal election on November 6, 2012; requesting the Board of Supervisors to consolidate said general municipal election with the statewide general election; and adopting regulations for candidates for elective office pertaining to candidates' statements.

BACKGROUND/DISCUSSION

A general municipal election will be held in the City of Moreno Valley on November 6, 2012 for the purpose of electing, by district, three members of the City Council for one four (4) year term each in Council Districts 1, 3 & 5.

With the redistricting boundaries adjustment in 2011, the number of registered voters has changed: District 1 – 12,255; District 3 – 15,230 and District 5 – 11,770.

ALTERNATIVES

Not applicable.

FISCAL IMPACT

An early estimate from the Registrar's office for the cost of the election is between \$81,000 -\$111,000. Due to the unknown number of jurisdictions scheduled to participate in the election these figures are subject to change. The estimate is included in the FY 2012-13 budget (00010.13110).

NOTIFICATION

Publication of the agenda.

EXHIBITS

- A. Resolution calling and giving notice of the holding of a general municipal election
- B. Resolution requesting consolidation with statewide general election
- C. Resolution adopting regulations for candidates
- D. Municipal Information Form
- E. City Boundary Map

Jane Halstead, City Clerk
Prepared By

Jane Halstead, City Clerk
Department Head Approval

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

RESOLUTION NO. 2012-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 6, 2012, OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 6, 2012 for the election of Municipal Officers; and

WHEREAS, the Nomination Period for said Election will be July 16, 2012 through August 9, 2012, during regular office hours as posted;

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Moreno Valley, California, on Tuesday, November 6, 2012, a General Municipal Election for the purpose of electing three (3) Members of the City Council for the full term of four years.

SECTION 2. That the election called and so ordered hereby shall be held for the purpose of electing City Council members from Council District One (1), Council District Three (3) and Council District Five (5), as such districts have heretofore been established and designated by the City Council.

SECTION 3. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as provided in Section 14212 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is hereby given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

Exhibit A

Resolution No. 2012-
Date Adopted: June 12, 2012

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED and ADOPTED this 12th day of June, 2012.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-____
Date Adopted: June 12, 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-____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

Resolution No. 2012-____
Date Adopted: June 12, 2012

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RESOLUTION NO. 2012-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012, PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

WHEREAS, the City Council of the City of Moreno Valley, California, called a General Municipal Election to be held on Tuesday, November 6, 2012, for the purpose of the election of three (3) members of the City Council.

WHEREAS, it is desirable that such general municipal election be consolidated with the Statewide General Election to be held on the same date, and that within the City, the precincts, polling places and election officers of the two elections be the same, and that the Registrar of Voters of the County of Riverside canvass the returns of said municipal election, and that the elections be held in all respects as if there were only one election;

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

SECTION 1. That pursuant to the requirements of Section 10403 of the California Elections Code, the Board of Supervisors of the County of Riverside is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 6, 2012, for the purpose of the election of three (3) members of the City Council of the City of Moreno Valley.

SECTION 2. That, except for those services routinely conducted by the City Clerk, delegation is hereby made to the Registrar of Voters of the powers and duties of the elections officer for the City of Moreno Valley to conduct said election in accordance with all applicable laws and procedures. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 3. That the Board of Supervisors is hereby requested to issue instructions to the Registrar of Voters to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Moreno Valley, California, recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for such additional costs.

Exhibit B

Resolution No. 2012-47
Date Adopted: June 12, 2012

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors, the Registrar of Voters of the County of Riverside, and with the County Clerk.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-
Date Adopted: June 12, 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-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

Resolution No. 2012-___
Date Adopted: June 12, 2012

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RESOLUTION NO. 2012-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS FOR THE ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012

WHEREAS, Section 13307 of the California Elections Code permits the governing body of any local agency to adopt regulations pertaining to charges for handling, packaging, and mailing the candidates' statements in relation to elections for nonpartisan elective offices;

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

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the California Elections Code, each candidate for elective office to be voted for at an election to be held in the City of Moreno Valley, California, on Tuesday, November 6, 2012, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than two hundred (200) words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include the party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement cannot reference other candidates, their character, qualifications or activities. The statement shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers, July 16, 2012 through August 9, 2012, during regular office hours as posted, and until 5:00 p.m. of the next working day after the close of the nomination period.

Pursuant to § 13107 of the California Elections Code, each candidate has to fill out a ballot designation worksheet that supports the use of his/her ballot designation in compliance with the provisions of California Elections Code 13106 and 13107.

SECTION 2. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 3. PAYMENT. A candidate filing a candidates' statement for inclusion in the sample ballot shall pay in advance his or her pro rata share for printing, handling and mailing, as a condition of having his or her statement included in the voter's

Exhibit C

Resolution No. 2012-48
Date Adopted: June 12, 2012

pamphlet. A deposit of: \$550 for Council District One (1), \$600 for Council District Three (3) and \$500 for District Five (5), must be paid at the time each candidate's statement is filed. Payment of the deposit shall be by cash or by check payable to the City of Moreno Valley. The City Clerk shall bill each candidate for any cost in excess of the deposit or, if the actual cost is found to be less than the deposit, shall prorate the excess amount among the candidates and refund the excess amount paid within thirty (30) days of the election.

SECTION 4. COPY TO CANDIDATE. The City Clerk shall provide each candidate or the candidate's representative a copy of this resolution at the time nominating papers are issued.

SECTION 5. REPEAL OF PRIOR RESOLUTIONS. All previous resolutions establishing council policy on payment for candidates' statements are repealed.

SECTION 6. LIMITED APPLICABILITY. This resolution shall apply only to the election to be held on Tuesday, November 6, 2012 and shall then be repealed.

SECTION 7. CERTIFICATION. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-_____
Date Adopted: June 12, 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-____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

Resolution No. 2012-____
Date Adopted: June 12, 2012

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Municipal Information Form

City of Moreno Valley
City

November 6, 2012
Date of Election

OFFICES TO BE VOTED ON: (Check offices to be voted on)

 3 For City Council (# to elect)

 For Mayor
 For City Clerk
 For City Treasurer

NAMES OF INCUMBENTS / FULL TERM OR SHORT TERM

District No. 1 - Jesse L. Molina (Full Term)
District No. 3 - Robin N. Hastings (Full Term)
District No. 5 - William H. Batey II (Full Term)

Will there be any measures on the ballot? YES NO

CANDIDATE'S STATEMENT:

- **TYPESETTING:** Statements will not be edited by the Registrar of Voters.
- **COST:** Estimated deposit is based on number of voters in jurisdiction.
Candidate's Statement will be paid by:
Candidate City

SERVICES REQUESTED OF REGISTRAR OF VOTERS:

- Nomination Forms. The forms will be provided on C.D. accompanied by one original paper set.
 - In Consolidated Elections, Registrar of Voters will publish the Polling Places in the Press Enterprise pursuant to E.C. 10417.
Is additional publication required in your local newspaper? YES NO
If yes, a copy will be provided to City for local publication.
 - Registrar of Voters will automatically provide one copy of the alphabetical listing of registered voters in the city.
Please indicate which Format you would prefer: C.D. OR Paper
- Would you like a Street Index in addition to alphabetical list? YES NO

MAP OR BOUNDARY DESCRIPTION IS ENCLOSED: YES NO

There are no boundary changes

See boundary changes

Date: _____

Signed: _____

Jane Halshual
City Clerk

Phone Number : (951) 413-3001

P.O. Box 88005

Fax Number : (951) 413-3009

 14177 Frederick St., Moreno Valley, CA 92552
Mailing Address

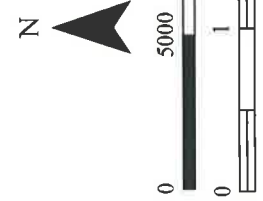
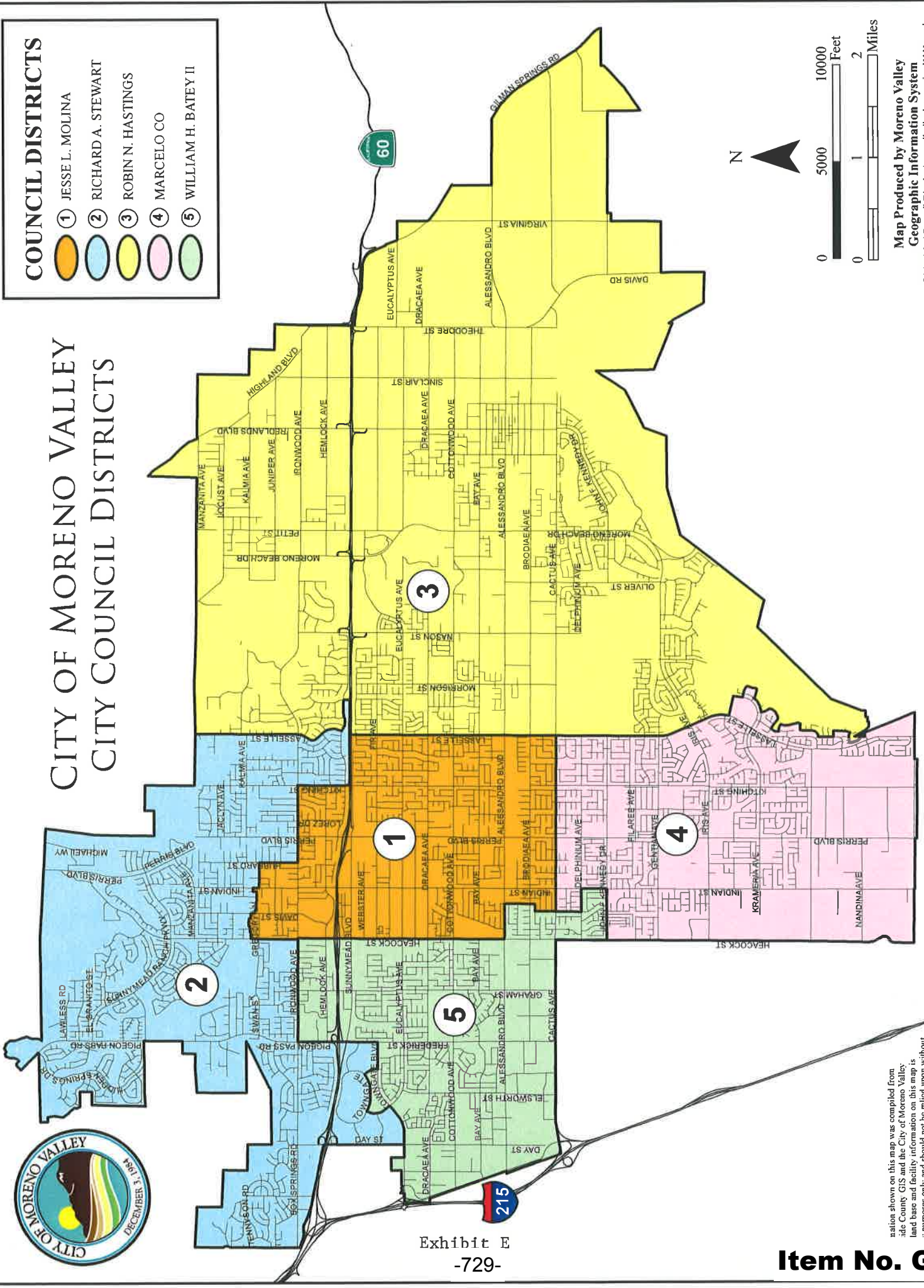
E-mail address: janeh@moval.org

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CITY OF MORENO VALLEY CITY COUNCIL DISTRICTS

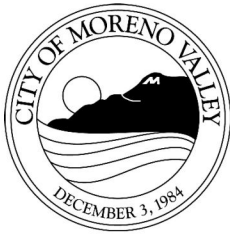
- COUNCIL DISTRICTS**
- ① JESSE L. MOLINA
 - ② RICHARD A. STEWART
 - ③ ROBIN N. HASTINGS
 - ④ MARCELO CO
 - ⑤ WILLIAM H. BATEY II



Map Produced by Moreno Valley
 Geographic Information System
 G:\ArcMap\Council Districts\council_districts_revised1111.mxd
 Adopted by Resolution No. 2011-107 on 10/25/11
 Print Date: 11/07/11

Information shown on this map was compiled from Riverside County GIS and the City of Moreno Valley. The City of Moreno Valley is not responsible for any errors or omissions in the data or for any damages resulting from the use of this map.

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

AGENDA DATE: June 12, 2012

TITLE: SAFE ROUTES TO SCHOOL PROGRAM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Receive and file information presented.
2. Endorse the Safe Routes to School Program.

BACKGROUND

This report is a follow-up to the recent City Council request to present the City's Safe Routes to School Program. The program was presented at the May 2012 regular meeting of the Traffic Safety Commission and was well received by the commissioners.

Safe Routes to School (SRTS) is a national movement to create safe, convenient, and pleasant opportunities for children to bicycle and walk to and from schools. The program has been designed to reverse the decline in children walking and bicycling to schools. Safe Routes to School can also play a critical role in reversing the nationwide trend toward childhood obesity and inactivity. This decline in walking and bicycling has had an adverse effect on traffic congestion and air quality around schools, as well as pedestrian and bicycle safety. Safety issues are a major concern for parents, who consistently cite traffic hazards as a reason why their children are unable to bicycle or walk to school.

DISCUSSION

Successful SRTS programs use a combination of what is referred to as the four E's (Engineering, Enforcement, Encouragement, and Education). The City has consistently strived to enhance the safety of students going to and from school through improved infrastructure (Engineering) and providing routine Police Department Services (Enforcement). However, two elements of the four E's concept, Encouragement and Education, have yet to

be achieved. Through a collaborative effort from members of the local PTA, school districts, and other community leaders, these elements are now active components of the program.

Having an established SRTS program not only furthers the proactive approach to improve student safety, it better positions the City to receive grant funding for the construction of missing infrastructure and establishing programs that encourage children and their parents to walk and bicycle safely to school.

ALTERNATIVES

1. Receive and file the information presented and endorse the Safe Routes to School Program. *This alternative will allow the continuation of the collaborative efforts between the PTA, school district, thereby improving the walking and biking environment for students.*
2. Do not receive and file the information presented nor endorse the Safe Routes to School Program. *This alternative will not allow the program to advance beyond efforts to date, thereby maintaining the current walking and biking environment for students.*

FISCAL IMPACT

Efforts for the City to support the Safe Routes to School Program would be contained within the normal day to day staff activities / assignments and department budget. With no additional staff or fiscal commitment required, there will be no impact to the General Fund to further the SRTS program.

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.

ATTACHMENT

1. SRTS PowerPoint Presentation

Prepared By:
Eric Lewis, P.E., T.E.
City Traffic 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:

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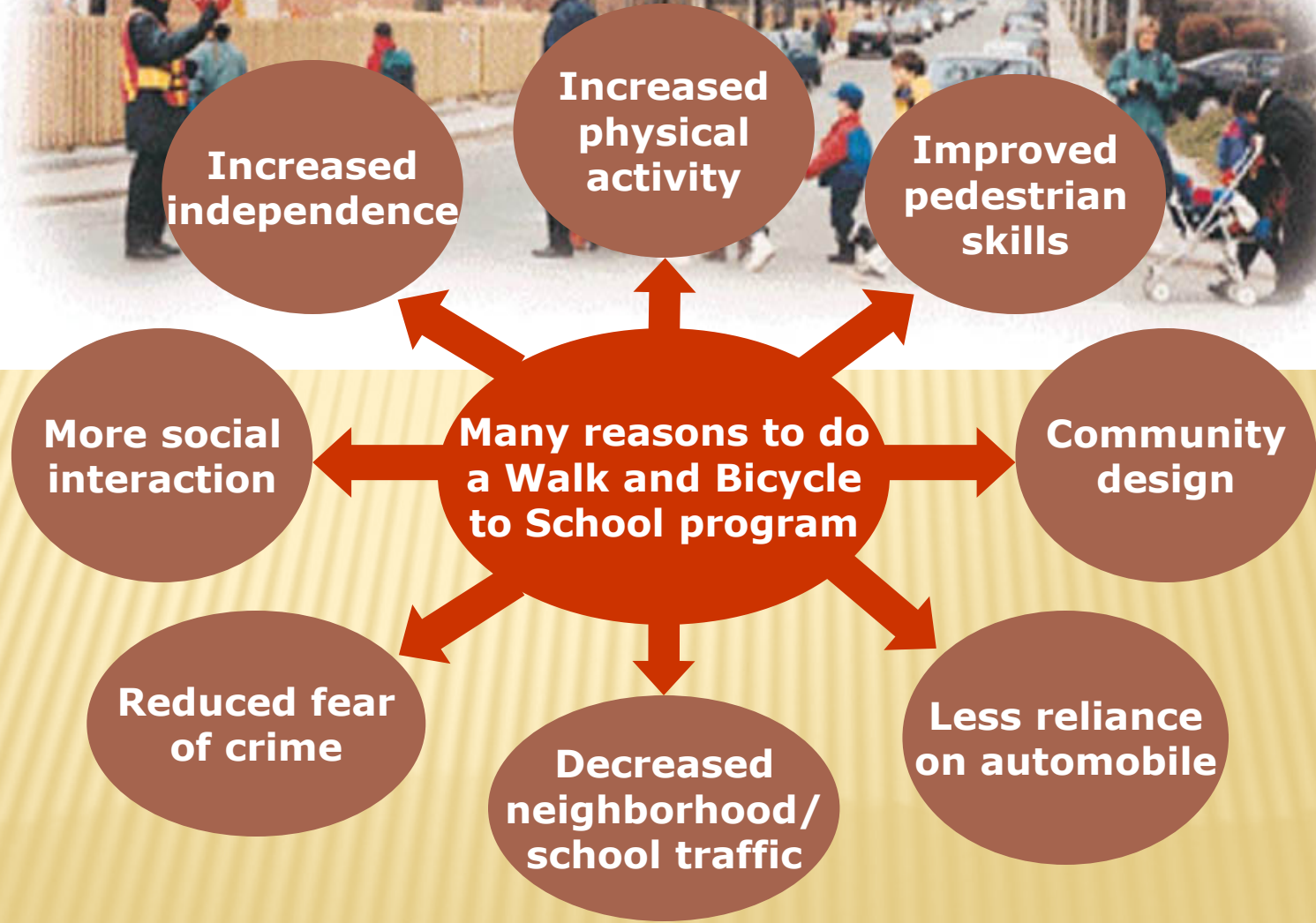
SAFE ROUTES TO SCHOOL MORENO VALLEY

A community program for our kids.

SR2S PROGRAM

- Integrates health, fitness, traffic relief, environmental awareness and safety under one program.
- Opportunity for schools, communities, and local government to create a healthy lifestyle for children and a safer and cleaner environment for everyone.





SRTS – WHY IS IT IMPORTANT?

- Thirty years ago - 60% of children living within a 2-mile radius of a school walked or bicycled to school.
- Today - number has dropped to less than 15%. Roughly 25% commute by school bus, and well over half are driven to or from school in vehicles.
- Thirty years ago - 5% of children between the ages of 6 and 11 were considered overweight or obese.
- Today, that number has climbed to 20%.
- Trend is a rise in preventable childhood diseases, worsening air quality, and increased congestion around schools

THE FOUR E'S

- **Engineering** - focuses on creating physical improvements to the infrastructure surrounding the school, reducing speeds, and establishing enhanced crosswalks and pathways.
- **Enforcement** - uses local law enforcement to ensure drivers obey traffic laws.
- **Education** - teaches students important safety skills and launches driver safety campaigns
- **Encouragement** - uses events and contests to entice students to try walking and biking.

ENGINEERING

- Enhanced high visibility crosswalks / school signing
- Traffic signal operation (Countdown timers, increased crossing times) / new traffic signals
- Enhanced traffic control at major school crossings
- Connecting missing sidewalk / high level walking path maintenance
- Walking audits with parents / community leaders
- Crossing guards
- Speed limits / Radar Speed Feedback Signs / Flashing Beacons

ENFORCEMENT

- Increased presence around schools
- Pedestrian compliance operations
- Bicycle rodeos / other safety outreach
- Maintain school speed compliance



EDUCATION

- **Walking school bus (Elementary)** - Parents collect other children walking the same direction to school. Parents will wear fluorescent vests and carry a bus sign. Walking parents gather children so they don't have to walk alone.
- **Parent paths (Middle Schools)**
Volunteers line the major streets around our schools, observing and reporting. Children walk to school as they normally do.
- **Parent Crossing Assistance (All schools)**
Parents are posted at crossing locations along the walking paths. They observe the traffic rules and help the children cross intersections safely.



ENCOURAGEMENT

Walking and driving safety for kids

- Coloring contests, posters, monthly walking celebrations
- Walk to school day, walking school bus.
- Quarterly safety education assemblies.

COLLABORATION



Staff

Program coordinator, Volunteer coordinator, Administrator

Volunteer base

Active seniors, High school students, Parents, student SRTS team, local community members

Partners

Bob's Big Boy, Visterra CCU, RTA, MVUSD, City of Moreno Valley, City Council, M.V. School Board, Integrated Care Communities, Liberty Tax

THE BEGINNING



Walk to School Month - October 2011

2 Schools participated

Moreno Elementary

– 4 walking school buses, 7 volunteers, 11 walkers

Mountain View Middle

– Parent paths, 5 volunteers, approx. 30 walkers

RESULTS TO DATE



3 schools participating

- Moreno Elementary
 - 3 walking school buses, 3 volunteers, 11 walkers
- Mountain View Middle
 - 4 intersections, 8 volunteers, 150 walkers
- Armada Elementary
 - 2 school buses, 15 volunteers, 112 walkers

2 schools in setup process

Hendrick Ranch, Badger Springs

Five more schools to start 2012-2013

Cloverdale, Honey Hollow, Chaparral Hills, Midland, Valley View

SRTS GROWTH

Program Start

15 Volunteers, 4 walking school buses,
41 walkers

Today

41 Volunteers, 4 crossing guards,
7 walking school buses, 273
walkers

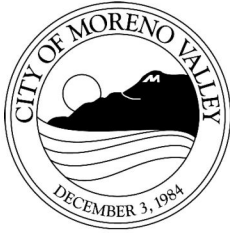


Program Enhancements

Monthly volunteer breakfast,
volunteer trainings, student school
check-in process, continually
partnering with local businesses,
and community groups.



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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: June 12, 2012

TITLE: ADOPTION OF FY 2012-2013 CAPITAL IMPROVEMENT PLAN

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2012-51, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2012-2013, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan.
2. Acting in its capacity as the President and Board of Directors of the Community Services District of the City of Moreno Valley, adopt Resolution No. CSD 2012-20, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2012-2013, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.
3. Acting in its capacity as the Chairman and Board of Directors of the Moreno Valley Housing Authority of the City of Moreno Valley, adopt Resolution No. HA 2012-05, approving the Capital Improvement Plan as the capital budget for the Moreno Valley Housing Authority for FY 2012-2013, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

BACKGROUND

The purpose of the Proposed CIP is to identify needed improvements and establish long-term funding priorities. The Proposed CIP contains the list of projects comprising the budget and expenditures that will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

DISCUSSION

The Proposed CIP identifies and projects the costs of constructing the following types of projects anticipated through build-out of the City:

- Street Improvements
- Buildings
- Electric Utility
- Parks
- Underground Utilities
- Bridges
- Drainage, Sewers, and Waterlines
- Landscaping
- Traffic Signals

City staff has completed a full review of all project needs through “build-out” of the City. The priorities, as proposed, are based on status and funding of existing projects, availability of matching federal, state, or regional grant funds, and anticipated development trends within the City.

During the Study Session on May 15, 2012, City Council had an opportunity to review the project forms in the FY 2012–2013 Proposed CIP and staff subsequently incorporated necessary revisions resulting from receiving updated information. All revisions are documented in Attachment “A”.

Capital Budget Adoption Actions

Revisions to the Proposed Capital Improvement Plan (Attachment “A”) - This is a list of revisions, resulting from receiving updated information, that were incorporated in the Proposed CIP following the Study Session on May 15, 2012. The list includes proposed revisions to the Proposed CIP that would, upon City Council approval, be incorporated in the Adopted CIP. By incorporating Revisions to the Proposed CIP, the Adopted CIP, as the capital budget for the City of Moreno Valley for FY 2012-2013, will be a more accurate, current, and superior document.

Resolutions Adopting the Capital Improvement Plan for FY 2012-2013 (Attachments “B”, “C”, and “D”) - As a long-standing best practice, each of the City’s primary entities (the City, CSD, and MVHA) will adopt separate resolutions to approve their respective budget.

ALTERNATIVES

1. Adopt Resolution No. 2012- 51, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2012-2013, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan; acting in its capacity as the President and Board of Directors of the Community Services District of the City of Moreno Valley, adopt Resolution No. CSD 2012-20, approving the Capital Improvement Plan as the capital budget for the Community

Services District of the City of Moreno Valley for FY 2012-2013, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan; and acting in its capacity as the Chairman and Board of Directors of the Moreno Valley Housing Authority of the City of Moreno Valley, adopt Resolution No. HA 2012-05, approving the Capital Improvement Plan as the capital budget for the Moreno Valley Housing Authority for FY 2012-2013, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan. *This alternative will allow needed improvements.*

2. Do not Adopt Resolution No. 2012-51, Resolution No. CSD 2012-20, or Resolution No. HA 2012-05. *This alternative will result in the delaying of needed improvements.*

FISCAL IMPACT

Projects have been identified as funded, partially funded, and unfunded for FY 2012-2013 through FY 2016-2017 and beyond. The Capital Improvement Plan provides the funding and expenditure plan for FY 2012-2013.

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.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:

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

SUMMARY

Staff recommends that the City Council adopt the Resolutions Adopting the Capital Improvement Plan for Fiscal Year 2012-2013 (Attachments "B", "C", and "D"), approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley, Community Services District, and The Moreno Valley Housing Authority for FY 2012-

2013, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A").

ATTACHMENTS

Attachment "A" – Revisions to the Proposed Capital Improvement Plan

Attachment "B" – Proposed Resolution No. 2012-51

Attachment "C" – Proposed Resolution No. CSD 2012-20

Attachment "D" – Proposed Resolution No. HA 2012-05

Prepared By:
Larry Gonzales
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:
Richard Teichert
Financial & Administrative Services Director

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

CITY OF MORENO VALLEY
REVISIONS TO THE PROPOSED CAPITAL IMPROVEMENT PLAN
FY 2012-2013 CIP BUDGET
(Revisions Impacting Project Funding in FY 2012-2013 Only)

Reference Page No.	Project Name	<u>Funded Projects</u>		Reason/Justification
		Submitted Amount (\$)	Revised Amount (\$)	
S-7	Alessandro Boulevard Improvements at Indian Street	350,000	No Change	Revised Funding Sources and no change in cost Funds carried over to FY 2012-2013 for one year warranty Adjusted Carryover and New Request funds Project moved from Unfunded to Funded as directed by Financial & Administrative Services Department / Purchasing & Facilities Division Adjusted Expenditure costs for one year warranty
S-19	Indian Street / Alessandro Boulevard Sidewalk Improvements	-	4,506	
BR-5	SR-60 / Nason Street Overcrossing Bridge	18,138,365	No Change	
B-24	City Hall Carpet Replacement	-	174,000	Adjusted Expenditure costs for one year warranty
T-8	Ironwood Avenue / Davis Street Traffic Signal	5,000	4,000	

Added Appendix - Report of the Revenue & Expenditure Budget

Total Revenue:	\$91,735,331
Total Expenditures:	\$91,735,331

Added Appendix - Budget Transfers

Return to Fund Balance - Unused FY 2011-2012 Development Impact Fee (DIF) Expenditures to DIF Revenue Accounts

Transfers In to DIF Revenue Accounts:	\$1,135,898
Transfers Out from DIF Expenditure Accounts:	\$1,135,898

New Requests - New FY 2012-2013 Funded from DIF Revenue Accounts

Transfers In to DIF Expenditure Accounts:	\$1,411,300
Transfers Out from DIF Revenue Accounts:	\$1,411,300

CITY OF MORENO VALLEY
REVISIONS TO THE PROPOSED CAPITAL IMPROVEMENT PLAN
FY 2012-2013 CIP BUDGET
(Revisions Impacting Project Funding in FY 2012-2013 Only)

RESOLUTION NO. 2012-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FY 2012-2013

WHEREAS, the City Manager has heretofore submitted to the City Council a Proposed Capital Improvement Plan (CIP) for the City for FY 2012-2013, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the City; and

WHEREAS, the City Council has made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The Proposed CIP, as amended by the City Council per the Revisions to the Proposed Capital Improvement Plan (Attachment "A"), is hereby approved and adopted as the capital budget of the City of Moreno Valley for the FY 2012-2013.
2. The projects are hereby appropriated as the capital budget for said fiscal year.
3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2012, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

Attachment "B"

Resolution No. 2012-51
Date adopted: June 12, 2012

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-
Date adopted: June 12, 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-____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of June, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

Resolution No. 2012-____
Date adopted: June 12, 2012

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RESOLUTION NO. CSD 2012-20

A RESOLUTION OF THE COMMUNITY SERVICES DISTRICT, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FY 2012-2013

WHEREAS, the City Manager has heretofore submitted to the President and the Board of Directors of the Moreno Valley Community Services District a Proposed Capital Improvement Plan (CIP) for the Agency for FY 2012-2013, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Community Services District; and

WHEREAS, the President and the Board of Directors have made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed CIP, as amended by the President and the Board of Directors per the Revisions to the Proposed Capital Improvement Plan (Attachment "A"), is hereby approved and adopted as the capital budget of the Community Services District for the FY 2012-2013.
2. The projects are hereby appropriated as the capital budget for said fiscal year.
3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2012, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

Attachment "C"

Resolution No. CSD 2012
Date Adopted: June 12, 2012

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor of the City of Moreno Valley
acting in the capacity of President
of the Moreno Valley Community
Services District

ATTEST:

City Clerk, acting in the capacity
of Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno Valley
Community Services District

Resolution No. CSD 2012-_____
Date Adopted: June 12, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2012-___ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 12th day of June, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

Resolution No. CSD 2012-_____
Date Adopted: June 12, 2012

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RESOLUTION NO. HA 2012-05

A RESOLUTION OF THE MORENO VALLEY HOUSING
AUTHORITY, ADOPTING THE CAPITAL IMPROVEMENT
PLAN FOR FY 2012-2013

WHEREAS, the City Manager has heretofore submitted to the Chairman and the Board of Directors of the Moreno Valley Housing Authority a Proposed Capital Improvement Plan (CIP) for the Agency for FY 2012-2013, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Moreno Valley Housing Authority; and

WHEREAS, the Chairman and the Board of Directors have made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Moreno Valley Housing Authority to make adequate financial plans and will ensure that Authority officers can administer their respective functions in accordance with such plans.

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

1. The Proposed CIP, as amended by the Chairman and the Board of Directors per the Revisions to the Proposed Capital Improvement Plan (Attachment "A"), is hereby approved and adopted as the capital budget of the Moreno Valley Housing Authority for the FY 2012-2013.
2. The projects are hereby appropriated as the capital budget for said fiscal year.
3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2012, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

Attachment "D"

Resolution No. HA 2012-05
Date Adopted: June 12, 2012

APPROVED AND ADOPTED this 12th day of June, 2012.

Mayor of the City of Moreno Valley
acting in the capacity of Chairman
of the Moreno Valley
Housing Authority

ATTEST:

City Clerk, acting in the capacity
of Secretary of the Moreno Valley
Housing Authority

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno Valley
Housing Authority

Resolution No. HA 2012-_____
Date Adopted: June 12, 2012

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority, Moreno Valley, California do hereby certify that Resolution No. HA 2012-___ was duly and regularly adopted by the Boardmembers of the Moreno Valley Housing Authority at a regular meeting held on the 12th day of June, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-Chair and Chairman)

SECRETARY

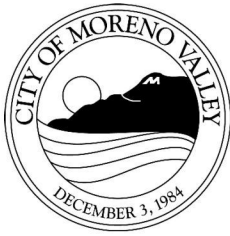
Resolution No. HA 2012-___
Date Adopted: June 12, 2012

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CITY MANAGER'S REPORT

**(Informational Oral Presentation only –
not for Council action)**

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

AGENDA DATE: June 12, 2012

TITLE: INTRODUCTION OF ORDINANCE NO. 847 AMENDING SECTION 12.22.030 OF THE MORENO VALLEY MUNICIPAL CODE, RELATING TO DESIGNATION OF THROUGH STREETS

RECOMMENDED ACTION

Staff recommends that the City Council introduce Ordinance No. 847, amending Title 12 Section 12.22.030 of the City of Moreno Valley Municipal Code relating to the designation of through streets (as listed within the ordinance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Through streets carry the majority of traffic that moves people and goods efficiently throughout the City and the Inland Empire region. To maintain the safety and level of service of these through streets, Section 12.22.030 of the Moreno Valley Municipal Code requires drivers to stop at every intersection before entering a through street, unless traffic at such intersection is controlled by a traffic signal or yield sign. Minor approaches to through streets are normally controlled by stop signs. Section 12.22.030 of the Moreno Valley Municipal Code includes a list of all the through streets that traverse the City. This list was last updated in 2006. Since then, new developments of residential, industrial, and commercial properties within the City have generated the need to update the current list of designated through streets. The proposed ordinance is necessary to amend Title 12 Section 12.22.030 of the Moreno Valley Municipal Code relating to the designation of through streets.

DISCUSSION

Based on current development patterns and recent developments of residential, industrial, and commercial properties within the City, the proposed ordinance include extensions of some existing through street limits and additions of new designated through streets. Below are the proposed changes:

Name of Through Street	Inclusive Limits
Bay Avenue	West city limit to Heacock Street; Ramsdell Drive to Regis Drive Morrison Street; Moreno Beach Drive to Merwin Street
Brodiaea Avenue	Heacock Frederick Street to Lasselle St; Moreno Beach Drive to Redlands Boulevard
Cactus Avenue	West city limit to terminus east of Redlands Boulevard
Campus Parkway	Day Street to Towngate Circle
Day Street	Cactus Avenue Old 215 Frontage Road to Ironwood Avenue
Gentian Avenue	Heacock Street to Indian Street; Perris Boulevard to Camino Flores
Gilman Springs Road	Eucalyptus Avenue to south city limit
Heacock Street	Nandina Avenue to Reche Vista Drive Perris Boulevard
Nandina Avenue	Heacock Street to Perris Boulevard
Oliver Street	Iris Avenue to Alessandro Boulevard
Veterans Way	Cactus Avenue to Alessandro Boulevard

ALTERNATIVES

1. Introduce the proposed ordinance amending Title 12 Section 12.22.030 of the City of Moreno Valley Municipal Code relating to the designation of through streets. *This alternative updates the existing list of through streets in the City.*
2. Do not introduce the proposed ordinance amending Title 12 Section 12.22.030 of the City of Moreno Valley Municipal Code relating to the designation of through streets. *This alternative will not change the existing list of through streets in the City.*

FISCAL IMPACT

There is no anticipated fiscal impact by the amendment of Title 12 Section 12.22.030 of the Moreno Valley Municipal Code relating to the designation of through streets.

CITY COUNCIL GOALS

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

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

SUMMARY

The existing list of all the through streets that traverse the City was last updated in 2006. To reflect the changes to the City’s street network by new developments of residential, industrial and commercial properties since 2006, staff recommends that the proposed amendments to Title 12 Section 12.22.030 of the City of Moreno Valley Municipal Code relating to the designation of through streets (as listed on the ordinance) be approved by City Council.

NOTIFICATION

Publication of Agenda

ATTACHMENTS

Attachment A - Proposed Ordinance

Prepared By:
Vincent L. Tran, P.E.
Associate Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Concurred By:
John Anderson
Police Chief

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

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ORDINANCE NO. 847

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 12.22.030 OF CHAPTER 12.22 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE DESIGNATION OF THROUGH STREETS.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. AMENDMENT TO THE MUNICIPAL CODE:

Section 12.22.030 of the City of Moreno Valley Municipal Code is hereby amended as follows:

Name of Through Street	Inclusive Limits
Alessandro Boulevard	West city limit to east city limit east of Theodore Street
Bay Avenue	West city limit to Heacock Street; Ramsdell Drive to Morrison Street; Moreno Beach Drive to Merwin Street
Box Springs Road	Morton Road to Day Street
Brodiaea Avenue	Frederick Street to Lasselle Street; Moreno Beach Drive to Redlands Boulevard
Cactus Avenue	West city limit to terminus east of Redlands Boulevard
Campus Parkway	Day Street to Towngate Circle
Cottonwood Avenue	West city limit to Redlands Boulevard
Day Street	Old 215 Frontage Road to Ironwood Avenue
Delphinium Avenue	Heacock Street to Lasselle Street
Dracaea Avenue	West city limit to Nason Street
Elder Avenue	Terminus west of Perris Boulevard to Nason Street
Elsworth Street	Cactus Avenue to Eucalyptus Avenue
Encilia Avenue	Eucalyptus Avenue (W) to Eucalyptus Avenue (E)

ATTACHMENT A

Ordinance No. 847
Date Adopted: June 26, 2012

Eucalyptus Avenue	West city limit to Towngate Boulevard; Towngate Boulevard to Nason Street; Nason Street to Gilman Springs Road
Fir Avenue	Heacock Street to Nason Street; Nason Street to Eucalyptus Avenue
Frederick Street	Cactus Avenue to State Highway 60
Gentian Avenue	Heacock Street to Indian Street; Perris Boulevard to Camino Flores
Gilman Springs Road	Eucalyptus Avenue to south city limit
Graham Street	Cactus Avenue to Sunnymead Boulevard; David Lane to Woodlander Way
Heacock Street	Nandina Avenue to Perris Boulevard
Hemlock Avenue	Pigeon Pass Road to Kitching Street
Highland Boulevard	Ironwood Avenue to Redlands Boulevard
Indian Street	South city limit to Manzanita Avenue
Iris Avenue	Heacock Street to Moreno Beach Drive
Ironwood Avenue	Day Street to Theodore Street
John F. Kennedy Drive	West city limit to Lasselle Street; Oliver Street to Redlands Boulevard
Kitching Street	Elder Avenue to Jaclyn Avenue; Sunnymead Boulevard to south city limit
Krameria Avenue	Heacock Street to Lasselle Street
Lasselle Street	Sunnymead Boulevard to south city limit
Locust Avenue	Moreno Beach Drive to Redlands Boulevard
Manzanita Avenue	Heacock Street to Perris Boulevard
Moreno Beach Drive	Locust Avenue to Iris Avenue
Morrison Street	Eucalyptus Avenue to Cactus Avenue
Nason Street	Ironwood Avenue to Iris Avenue
Nandina Avenue	Heacock Street to Perris Boulevard
Old Lake Drive	Pigeon Pass Road to Sunnymead Ranch Parkway
Oliver Street	Iris Avenue to Alessandro Boulevard

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Perris Boulevard	South city limit to Reche Vista Drive
Pigeon Pass Road	North city limit to State Highway 60
Quincy Street	Locust Avenue to Ironwood Avenue; Eucalyptus Avenue to Cactus Avenue
Reche Vista Road	Heacock Street to north city limit
Redlands Boulevard	North city limit north of Locust Avenue to Cactus Avenue
San Michele Road	Heacock Street to Perris Boulevard
Sinclair Street	Eucalyptus Avenue to Alessandro Boulevard
Sunnymead Boulevard	Lasselle Street to Frederick Street
Sunnymead Ranch Parkway	Pigeon Pass Road to Perris Boulevard
Theodore Street	Ironwood Avenue to Alessandro Boulevard
Veterans Way	Cactus Avenue to Alessandro Boulevard

SECTION 2. EFFECT OF ENACTMENT:

Enacting this ordinance will modify the current limits of designated through streets in the City of Moreno Valley. 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 3. 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.

Ordinance No. 847
Date Adopted: June 26, 2012

SECTION 4. EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 26th day of June, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Ordinance No. 847
Date Adopted: June 26, 2012

ORDINANCE 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 Ordinance No. _____ had its first reading on June 12, 2012 and had its second reading on June 26, 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 26th day of June, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Ordinance No. 847
Date Adopted: June 26, 2012

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ORDINANCE NO. 845

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF MORENO VALLEY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

That an amendment to the contract between the City of Moreno Valley and the Board of Administration, California Public Employees' Retirement system is hereby authorized, a copy of said amendment being attached hereto, marked "Exhibit 3", and by such reference made a part hereof as though herein set out in full.

SECTION 2.

The Mayor of the City of Moreno Valley is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3.

This Ordinance shall take effect thirty (30) days after the date of its adoption, and prior to the expiration of fifteen (15) days from passage thereof shall be published at least in the Press Enterprise, a newspaper of general circulation, published and circulated in the County of Riverside and thenceforth and thereafter the same shall be in full force and effect.

APPROVED AND ADOPTED this ____ day of _____, 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 Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 845 had its first reading on May 22, 2012 and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Ordinance No. 845
Date Adopted: June 12, 2012



EXHIBIT 3

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Moreno Valley

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective October 16, 1985, and witnessed October 15, 1985, and as amended effective February 14, 1992, July 5, 1995, July 15, 1997, January 6, 1999, July 18, 2003, January 13, 2007, March 27, 2009 and December 24, 2011 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 14 are hereby stricken from said contract as executed effective December 24, 2011, and hereby replaced by the following paragraphs numbered 1 through 14 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after October 16, 1985 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
 - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.
 - (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **SAFETY EMPLOYEES; AND**
 - b. **CROSSING GUARD AND RECREATION AIDE HIRED ON OR AFTER THE EFFECTIVE DATE OF THIS AMENDMENT TO CONTRACT.**
6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after January 13, 2007 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after January 13, 2007 and not entering membership for the first time in the miscellaneous classification after December 24, 2011 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after December 24, 2011 be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
9. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation) for those local miscellaneous members entering membership on or prior to the effective date of this amendment to contract.
 - b. Section 20938 (Limit Prior Service to Members Employed on Contract Date).
 - c. Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - d. Section 21024 (Military Service Credit as Public Service).
 - e. Section 20965 (Credit for Unused Sick Leave).
 - f. Section 20903 (Two Years Additional Service Credit).

- g. Section 20475 (Different Level of Benefits). Section 21354 (2% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after December 24, 2011.
- 10. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.
- 11. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
- 12. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
- 13. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

14. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF MORENO VALLEY

BY _____
KAREN DE FRANK, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

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ORDINANCE NO. 846

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DISSOLVING IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY AND ORDERING THE RECORDATION OF AN AMENDMENT TO THE NOTICE OF SPECIAL TAX LIEN RELATED TO SUCH DISTRICT

WHEREAS, 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 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"); and

WHEREAS, CFD No. 7 was formed and the Improvement Areas were designated for the purpose of financing certain facilities to be owned by the City or by the Riverside County Flood Control and Water Conservation District (the "Flood Control District") from the proceeds of the sale of bonds of CFD No. 7 to be issued for each Improvement Area; and

WHEREAS, CFD No. 7 was, by the adoption of Resolution No. 2008-82 (the "Resolution of Formation"), formed on June 24, 2008, the Improvement Areas were designated and special taxes were, subject to the approval of the authorized electors of each Improvement Area, authorized to be levied within each such Improvement Area; and

WHEREAS, CFD No. 7 was, by the adoption of Resolution No. 2008-83, authorized, subject to the approval of the qualified electors of each Improvement Area, to issue bonds for each Improvement Area to be secured by the levy of special taxes within such improvement area; and

WHEREAS, at a special election held on June 24, 2008, the qualified electors of each Improvement Area approved the levy of special taxes within each such Improvement Area and the issuance of bonds by CFD No. 7 for each Improvement Area; and

WHEREAS, the qualified electors of Improvement Area No. 2 approved the levy of special taxes by CFD No. 7 within Improvement Area No. 2 pursuant to the rate and method of apportionment thereof (the "Improvement Area No. 2 Rate and Method") and the issuance of bonds by CFD No. 7 of not to exceed \$3,500,000(the "Improvement Area No. 2 Bonds") for Improvement Area No. 2; and

Attachment 4

Ordinance No. 846
Date Adopted: XXX, 2012

WHEREAS, on July 8, 2008 the City Council adopted Ordinance No. 777 authorizing the levy of special taxes within Improvement Area No. 2 pursuant to the Improvement Area No. 2 Rate and Method; and

WHEREAS, on July 8, 2008 a Notice of Special Tax Lien was recorded in the Official Records of the County of Riverside as Document #2008-0371941 (the "Notice of Special Tax Lien") creating a special tax lien on all taxable property within each of the Improvement Areas; and

WHEREAS, no Improvement Area No. 2 Bonds have been issued and CFD No. 7 does not have the authority to levy special taxes within the Improvement Area No. 2 pursuant Ordinance No. 777; and

WHEREAS, First Industrial, L.P., the current owner of all of the property within Improvement Area No. 2 (the "Owner"), 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 of CFD No. 7.

NOW, THEREFORE, the City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. The City Council hereby finds and determines that:

- a. CFD No. 7 is not obligated to pay any outstanding debt; and
- b. CFD No. 7 is not currently authorized to levy any special tax.

SECTION 2. The City Council, acting pursuant to Government Code Section 53338.5, hereby dissolves Improvement Area No. 2 of CFD No. 7.

SECTION 3. The City Council hereby orders the City Clerk to file or cause the filing of an amendment to the Notice of Special Tax Lien which addendum shall state that Improvement Area No. 2 of CFD No. 7 and all associated liens have been dissolved.

SECTION 4. Ordinance No. 777 is hereby amended to repeal the authority of CFD No. 7 to levy special taxes within Improvement Area No. 2 of CFD No. 7.

SECTION 5. This ordinance shall take effect thirty days after the date of its adoption.

SECTION 6. Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

Ordinance No. 846
Date Adopted: XXX, 2012

APPROVED AND ADOPTED this ____ day of _____, 20__.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Ordinance No. 846
Date Adopted: XXX, 2012

ORDINANCE 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 Ordinance No. 846 had its first reading on May 22, 2012 and had its second reading on XXX, 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 _____ day of _____, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

(SEAL)

Ordinance No. 846
Date Adopted: XXX, 2012