

**REVISED 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**

May 22, 2012

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

***REVISED 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
MAY 22, 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

Bishop Randy Triplett - Victory Temple of Deliverance Ministries

ROLL CALL

INTRODUCTIONS

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

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is

a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, 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 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,

CA 92509 (Report of: Community & Economic Development Department)

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 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 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 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 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.

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 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)

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.

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 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.

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

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.

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)

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.

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)

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

- G.5 DISSOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 7, IMPROVEMENT AREA NO. 2 OF THE CITY OF MORENO VALLEY (Report of: Public Works Department)

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

- *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)

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

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.

- *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)

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.

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

H. LEGISLATIVE ACTIONS

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

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE

JURISDICTION OF THE CITY COUNCIL

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

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

***DENOTES REVISION**

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MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
May 8, 2012

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing May 2012 as Mental Health Month
2. Proclamation Recognizing National Public Works Week
3. Officer of the Quarter - Officer Victor Magana
4. Officer of the Year Investigator Duke Viveros
5. "Spotlight on Moreno Valley Business"
 - a) Harkins Theatre - Moreno Valley 16
 - b) Aerotek

**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 8, 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 6:37 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 - Gwen Cotton - Spiritual Assembly of the Bahá'is of Moreno Valley

ROLL CALL

Council:

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

Absent:

Robin N. Hastings	Council Member
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Staff:

Jane Halstead	City Clerk
Kathy Gross	Executive Assistant
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney

MINUTES
May 8, 2012

Michelle Dawson
John Anderson
Abdul Ahmad
Ahmad Ansari
Barry Foster
Tom DeSantis
Mike McCarty

Assistant City Manager
Police Chief
Fire Chief
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

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 24, 2012 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 AUTHORIZE A PURCHASE ORDER TO G/M BUSINESS INTERIORS, INC. FOR THE MORENO VALLEY POLICE DEPARTMENT TRAFFIC DIVISION OFFICE RENOVATION - PROJECT NO. 11-50182328 (Report of: Public Works Department/CPD)

Recommendation:

1. Authorize the issuance of a Purchase Order for the amount of \$148,522.65 (\$141,450.14 base estimate plus 5% contingency), to G/M Business Interiors, Inc., 1099 West La Cadena Drive, Riverside, CA 92501, for furniture, partitions, and installation for the Moreno Valley Police Department Traffic Division Office Renovation; and
2. Authorize the Public Works Director/City Engineer to execute any subsequent change orders up to, but not exceeding, the Purchase Order contingency of \$7,072.51.

MINUTES
May 8, 2012

A.4 APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION GEOTECHNICAL SERVICES WITH C.H.J. INCORPORATED AND APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT CONSTRUCTION SURVEY SERVICES WITH HUNSAKER & ASSOCIATES 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 Construction Geotechnical Services with C.H.J. Incorporated (C.H.J.), 1355 E. Cooley Drive, Colton, CA 92324, 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 Construction Geotechnical Services with C.H.J.;
3. Authorize the issuance of a Purchase Order to C.H.J. in the amount of \$108,716 when the Agreement has been signed by all parties;
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with C.H.J., within the Purchase Order amount, subject to the approval of the City Attorney;
5. Approve the Agreement for Professional Consultant Construction Survey Services with Hunsaker & Associates (H&A), 2900 Adams Street, Suite A-15, Riverside, CA 92504 for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project;
6. Authorize the City Manager to execute the Agreement for Professional Consultant Construction Survey Services with H&A;
7. Authorize the issuance of a Purchase Order to H&A in the amount of \$128,741 when the Agreement has been signed by all parties; and
8. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with H&A, within the Purchase Order amount, subject to the approval of the City Attorney.

A.5 AUTHORIZE AWARD OF CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE DRACAEA AVENUE IMPROVEMENTS FROM PERRIS BOULEVARD TO PATRICIA STREET – PROJECT NO.

MINUTES
May 8, 2012

12-28574152 (Report of: Public Works Department/CPD)

Recommendation:

1. Waive any and all minor irregularities and award the construction contract for the Dracaea Avenue Improvements (from Perris Boulevard to Patricia Street) to All American Asphalt, 400 E. 6th Street, Corona, CA 92878, the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with All American Asphalt;
3. Authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$549,298.75 (\$439,439.00 base bid amount plus 25% contingency) when the contract has been signed by all parties;
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with All American Asphalt, up to but not to exceed the Purchase Order's total contingency amount of \$109,859.75, 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 roadway system, and release the retention to All American Asphalt, if no claims are filed against the project.

A.6 PA08-0072 – APPROVAL OF PROPOSED RESOLUTION FOR A SUMMARY VACATION OF PORTIONS OF CORPORATE STREET, FREDERICK STREET AND RESOURCE WAY LOCATED AT THE NORTHWEST CORNER OF CACTUS AVENUE AND FREDERICK STREET. DEVELOPER: US REAL ESTATE LIMITED PARTNERSHIP, SAN ANTONIO, TX 78230. (Report of: Community & Economic Development)

Recommendation:

1. Adopt the Resolution No. 2012-27, summarily vacating portions of Corporate Street, Frederick Street and Resource Way; and

Resolution No. 2012-27

A Resolution of the City Council of the City of Moreno Valley, California Ordering the Summary Vacation of Portions of Corporate Street, Frederick Street and Resource Way

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

MINUTES
May 8, 2012

A.7 TRANSPORTATION MANAGEMENT CENTER: APPROPRIATION OF ADDITIONAL FUNDS TO COMPLETE PROJECT (Report of: Public Works/TED)

Recommendation:

1. Authorize the transfer of \$121,000 from the Traffic Signals Development Impact Fees (DIF) Fund (Fund 202) to the DIF Traffic Signal Capital Project Fund (Fund 417); and
2. Authorize the appropriation of \$121,000 from DIF Traffic Signal Capital Project Fund balance to Account 417.79528 (Transportation Management Center).

A.8 RESOLUTION TO RATIFY THE APPLICATION FOR THE 2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND TO ACCEPT THE \$69,724.00 ALLOCATION TO THE CITY (Report of: Community and Economic Development Department)

Recommendation:

1. Approve Resolution No. 2012-28 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant and to accept the \$69,724 allocated to the City; and

Resolution No. 2012-28

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the \$69,724 Allocation

2. Authorize revenue and expenditure budget appropriation of \$69,724 to account new.new.various (2012-DJ-BX-XXXX JAG GRANT FUND).

A.9 APPROVE THE FOURTH AMENDMENT TO AGREEMENT WITH PROACTIVE ENGINEERING CONSULTANTS, INC. FOR ADDITIONAL DESIGN SUPPORT SERVICES FOR STAGE I CACTUS AVENUE WIDENING FROM INTERSTATE 215 EASTBOUND OFF-RAMP TO VETERANS WAY AND STAGE II CACTUS AVENUE WIDENING FROM VETERANS WAY TO HEACOCK STREET PROJECT NOS. 07-41678527 AND 07-41683328 (Report of: Public Works Department/CPD)

Recommendation:

1. Approve the Fourth Amendment to Agreement for Professional

MINUTES
May 8, 2012

Consultant Services for additional design support services in the amount of \$60,000 with ProActive Engineering Consultants, Inc. (ProActive), 1875 California Avenue, Corona, CA 92881 for Stage I Cactus Avenue Widening from Interstate 215 Eastbound Off-Ramp to Veterans Way and Stage II Cactus Avenue Widening from Veterans Way to Heacock Street;

2. Authorize the City Manager to execute said Fourth Amendment to Agreement for Professional Consultant Services with ProActive;
3. Authorize the issuance of Purchase Orders with ProActive in the amount of \$35,000 each (\$30,000 plus \$5,000 contingency) once the Fourth Amendment has been signed by all parties. (Account Nos. 416.78527.7200 and 416.83328.7200);
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the contract with ProActive within the authorized purchase order amounts subject to the approval of the City Attorney.

A.10 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 April 18 – May 1, 2012

A.11 APPROVE AMENDMENT TO RESOLUTION 2012-18, GENERAL PLAN AND SPECIFIC PLAN 208 AMENDMENT, TO INCLUDE REFERENCE MAPS (Report of: Public Works Department/TED)

Recommendation:

That the City Council amend City Resolution No. 2012-18 to include exhibits depicting the modified Circulation Plan of the General Plan and modified Circulation Exhibit of Specific Plan 208.

Resolution No. 2012-18

A Resolution of the City Council of the City of Moreno Valley, California, Approving a General Plan Amendment and Specific Plan 208 Amendment (PA12-0001) to Modify the City Circulation Plan and Circulation Exhibit, Respectively

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 APRIL 24, 2012 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 24, 2012 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 24, 2012 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

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

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member Jesse L. Molina, s/Council Member Marcelo Co

Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

MINUTES
May 8, 2012

E. PUBLIC HEARINGS

- E.1 PUBLIC HEARING TO ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM ANNUAL ACTION PLAN FOR FISCAL YEAR 2012/13 (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program to allow the public an opportunity to comment on the proposed 2012/13 Annual Action Plan;
2. Approve the Annual Action Plan (2012/13) as an application to the US Department of Housing and Urban Development for funding under the federal CDBG and HOME programs;
3. Approve the revenue and expense budget appropriation for CDBG Entitlement funds in the amount of \$2,372,387 respectively for the 2012/13 CDBG program activities;
4. Approve the revenue and expense budget appropriation for HOME Entitlement funds in the amount of \$1,520,203 for the 2012/13 HOME program activities respectively;
5. Approve the budget reappropriation of \$1,000,000 for Hemlock Family Apartment (176.76129.7200) budgeted in 2011/12 but was not spent; and
6. Authorize the City Manager to execute the 2012/13 grant agreements, sub-recipient agreements, and any and all documents necessary to obtain the allocation of the federal entitlement funds.

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

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

Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

- E.2 A PUBLIC HEARING REGARDING THE EXPANSION OF THE GENERAL PLAN AMENDMENT (PA12-0010), CHANGE OF ZONE (PA12-0012) AND SPECIFIC PLAN (PA12-0013) APPLICATIONS FOR THE WORLD

MINUTES
May 8, 2012

LOGISTICS CENTER PROJECT TO INCLUDE PROPERTIES NOT OWNED BY OR PARTICIPATING WITH THE PROJECT APPLICANT, HIGHLAND FAIRVIEW PROPERTIES. (REPORT OF: COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT) **(THIS ITEM IS OFF CALENDAR AND WILL BE RE-NOTICED FOR A PUBLIC HEARING AT A LATER DATE)**

Mayor Richard A. Stewart announced this item has been re-noticed for May 22, 2012.

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

G. REPORTS

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

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

Mayor Richard A. Stewart reported he was in Washington, D.C., and had a teleconferenced meeting with MJPC regarding a development agreement to develop the airport. They had numerous meetings over the past three years negotiating on this subject matter.

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

RTA is still setting records with the high prices of gas continue to go up. Goal is to have more people ride share using the public transit and get the cars off the street with less traffic.

G.2 JULY 4TH UPDATE (ORAL PRESENTATION) (Report of: Parks and Community Services Department)

Parks & Community Services Director, Mike McCarty reported on July 4th Update:

2012 4th of July festivities are coming along nicely. All departments are working together with the Committee and a special thanks to the Moreno Valley Unified School District. Mentioned that Judy White and her people have been great.

MINUTES
May 8, 2012

Parade: total makeover with the assistance of Patricia and Jesus Holguin.

1. 3 bands will be in the parade
2. More youth in the parade
3. Beer Garden - Received a \$5,000 sponsorship from Anheiser Bush
4. Entertainment -Two stages - Youth stage and Main stage. Band tryouts will be next week. Getting the youth involved.
5. Idol Contest - 140 participants, there was tryouts last week and another tryout for second round next week.
6. Adult entertainment - three bands

G.3 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

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

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

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Mayor Richard A. Stewart opened the agenda for public comments on any subject not on the agenda; there being none, public comments were closed.

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 Marcelo Co

1. Requesting the Code and Building & Safety staff to look into the need of a level playing field. He has concerns due to receiving 10 calls over the past three weeks.

MINUTES
May 8, 2012

Mayor Pro Tem William H. Batey II

1. This weekend, May 11 and 12, is Hazardess Waste Pick Up at the Corporate Yard. (E-waste, soil, used oil, and electronics)
2. Foreclosure Prevention Workshop is scheduled at the Conference & Recreation Center on Saturday, May 12, from 9 - 4 p.m.
3. Welcome to the new Police Chief, Joel Ontiveros. It's nice to see a former Lieutenant in Moreno Valley return and take over the reins. Also thanked Chief Anderson for his service here in Moreno Valley.
4. It's fire season - help your firefighters by making clearance to your homes by removing the brush near fences. This will give the firefighters a chance to defend your homes from any fires.

Council Member Jesse L. Molina

1. Adding to Council Member Marcelo Co's comments, as he has also received calls regarding tenants destroying homes. He would like to see it go to a Study Session for further discussion.
2. Attended National Crime Victims Rights Week Candelight Vigil on April 26. Many crime victims and loved ones to help raise public awareness about victim's rights. A very emotional experience for him. Was touching and very sad. A wall titled "Victims Voice Will Be Heard", where the victim's names were listed and only one that was familiar to him, Norma Angelica Lopez, who will never be forgotten.
3. Sunday, April 29, National Day of Prayer, spent it at Faith Baptist Church with Dr. Dale A. Lacquement.
4. Friday, 4th of May, 150th Anniversary of the Battle of Puebla, actually the Cinco de Mayo, attended the Oakley Award which was received by Josie Gonzalez.
5. Attended Cinco de Mayo at Towngate-missed tacos. Wants to see more nachos and more of the Chambers coming together to work as a group.
6. Went to San Diego for the Christening of the USNS Cesar Chavez - was there representing American GI Forum.

MINUTES
May 8, 2012

Mayor Richard A. Stewart

1. On Sunday attended the USO Event at March Museum, where Connie Stevens received an award.
2. Student of the Year Dinner is this Friday, May 11, at Val Verde and will be attending.
3. Attended the Catholic Bishops Dinner on the 28th of April at the Palm Spring Air Museum where 750 people were in attendance. This event was to recognize people in the community who have done a lot for the youth and community groups.
4. Also attended Cinco de Mayo at Towngate - agrees about the Mexican food.
5. Taste of the Valleys will be June 23, primo event. It is \$25 pre-sale, \$30 at the door, contact the Chamber of Commerce at 951.697.4404.
6. May 19 and 20 the Thunderbirds will be performing at the March Air Show. Also announced that it was free, except the food, and there will be a lot of booths.

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

The Closed Session will be held pursuant to Government Code:

- 1 SECTION 54956.9(a) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
 - a) Case: *Application Of Southern California Edison Company To Establish Marginal Costs, Allocate Revenues, Design Rates, and Implement Additional Dynamic Pricing Rates*
Court:

MINUTES
May 8, 2012

Case No: Application (A.) 11-06-007

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

Number of Cases: 5

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

Number of Cases: 5

4 SECTION 54957.6 - LABOR NEGOTIATIONS

- a) Agency Representative: City Manager Henry T. Garcia
Employee Organization: MVCEA
- b) Agency Representative: City Manager Henry T. Garcia
Employee Organization: MVMA
- c) Agency Representative: City Manager Henry T. Garcia
Employee Organization: Moreno Valley Confidential
Management Employees

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

None

MINUTES
May 8, 2012

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:44 p.m. by unanimous informal consent.

Submitted by:

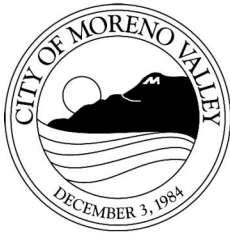
City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

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

Kg

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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: May 22, 2012

TITLE: APPROVAL OF CHECK REGISTER FOR MARCH, 2012

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2012-29, approving the Check Register for the month of March, 2012 in the amount of \$11,339,435.77.

DISCUSSION

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

FISCAL IMPACT

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

ATTACHMENTS/EXHIBITS

Resolution No. 2012-29
Check Register for Month of March, 2012

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

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

RESOLUTION NO. 2012-29

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

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period March 1, 2012 through March 31, 2012, in the total amount of \$11,339,435.77 is approved.

APPROVED AND ADOPTED this 22nd day of May, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-29
Date Adopted: May 22, 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. 2012-29 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 22nd day of May, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

Resolution No. 2012-29
Date Adopted: May 22, 2012



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS IN THE AMOUNT OF \$25,000 OR GREATER				
ACCELA				
			<u>Remit to:</u> SAN RAMON	CA
3/7/2012	884755	81,895.38		
			PP MAINT CLIENT SERVER	5,176.45
			PP MAINT WORKFLOW	3,988.55
			PP MAINT OFFICE LINK	577.93
			PP MAINT ACCELA GIS	11,156.97
			PP MAINT ACCELA WIRELESS	16,867.19
			PP MAINT WIRELESS ON-LINE	6,185.87
			PP MAINT CONNECT EST. 10891	4,861.74
			PP MAINT PERMITS PLUS	38,308.05
			DISCOUNT	-5,227.37
	Vendor Total	81,895.38		
FYTD for ACCELA		161,097.87		
ALL AMERICAN ASPHALT, INC.				
			<u>Remit to:</u> CORONA	CA
3/5/2012	211547	358,787.67		
			SR-60/NASON ST INTRCHNG PROJ	317,634.72
			SR-60/NASON ST INTRCHNG PROJ	41,152.95
3/12/2012	1203041	39,865.30		
			RETENTN PMT PER ESCRW AGREEMNT	39,865.30
3/12/2012	1203042	83,401.36		
			RETENTN PMT PER ESCRW AGREEMNT	83,401.36
	Vendor Total	482,054.33		
FYTD for ALL AMERICAN ASPHALT, INC.		5,324,280.60		
ARBOR E&T, LLC				
			<u>Remit to:</u> PERRIS	CA
3/12/2012	211662	35,000.00		
			AGREEMENT-Y.O.C. SVCS	35,000.00
	Vendor Total	35,000.00		
FYTD for ARBOR E&T, LLC		35,000.00		
BURKE, WILLIAMS & SORENSEN, LLP.				
			<u>Remit to:</u> LOS ANGELES	CA
3/26/2012	884797	56,843.82		
			LEGAL SVCS	17,480.96
			LEGAL SVCS	7,329.34
			LEGAL SVCS	32,033.52
	Vendor Total	56,843.82		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.		196,920.46		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNTY OF RIVERSIDE FIRE DEPT			<u>Remit to:</u> PERRIS	CA
3/5/2012	884676	2,908,077.65	FPARC-MV, 231174, 11-12, Q2	2,908,077.65
Vendor Total		2,908,077.65		
FYTD for COUNTY OF RIVERSIDE FIRE DEPT		8,901,993.59		

EASTERN MUNICIPAL WATER DISTRICT			<u>Remit to:</u> PERRIS	CA
3/19/2012	211805	29,135.06		
			WATER CHARGES	534.82
			WATER CHARGES	193.25
			WATER CHARGES	735.08
			WATER CHARGES	1,726.98
			WATER CHARGES	34.80
			WATER CHARGES	769.00
			WATER CHARGES	2,087.71
			WATER CHARGES	97.63
			WATER CHARGES	5,695.89
			WATER CHARGES	1,222.15
			WATER CHARGES	4,150.65
			WATER CHARGES	2,374.02
			WATER CHARGES	1,464.05
			WATER CHARGES	2,943.26
			WATER CHARGES	1,059.16
			WATER CHARGES	43.39
			WATER CHARGES	832.49
			WATER CHARGES	482.42
			WATER CHARGES	565.47
			WATER CHARGES	148.13
			WATER CHARGES	145.38
			WATER CHARGES	335.88
			WATER CHARGES	259.13
			WATER CHARGES	71.03
			WATER CHARGES	198.85
			WATER CHARGES	637.07
			WATER CHARGES	327.37
Vendor Total		29,135.06		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		1,091,656.13		

EMPLOYMENT DEVELOPMENT DEPARTMENT			<u>Remit to:</u>	
3/9/2012	3041	31,354.76		
			STATE INCOME TAX W/H 3/9/12	31,354.76
3/23/2012	3049	29,569.94		
			STATE INCOME TAX W/H 3/23/12	29,569.94
Vendor Total		60,924.70		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		968,671.41		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ENCO UTILITY SERVICES MORENO VALLEY LLC				
			<u>Remit to:</u> ANAHEIM	CA
3/26/2012	884807	166,565.81		
			METER FEES/SVCS	3,830.00
			DISTRIBUTION CHARGES	150,872.56
			SPECIAL CHARGES & TEMPORARY	10,564.96
			BAD DEBT - DEDUCTION	-338.86
			ON-LINE UTILITY SERVICES	222.15
			CUSTOMER WEB PORTAL SET-UPS	1,415.00
	Vendor Total	166,565.81		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		2,071,340.66		
FAMILY SERVICE ASSOCIATION				
			<u>Remit to:</u> MORENO VALLEY	CA
3/26/2012	211930	25,050.43		
			RENTAL ASSISTANCE SVCS	8,787.96
			RENTAL ARREARS SVCS	7,049.00
			RENTAL ASSISTANCE SVCS	6,333.14
			RENTAL ARREARS SVCS	2,880.33
	Vendor Total	25,050.43		
FYTD for FAMILY SERVICE ASSOCIATION		211,801.87		
HILLCREST CONTRACTING, INC				
			<u>Remit to:</u> CORONA	CA
3/12/2012	884768	71,541.35		
			HEACOCK ST IMPRVMNTS PROJ	45,353.88
			HEACOCK ST IMPRVMNTS PROJ	12,616.41
			INDIAN BASIN/HEACOCK ST IMPRV.	13,571.06
	Vendor Total	71,541.35		
FYTD for HILLCREST CONTRACTING, INC		831,842.36		
IBARRA, VICTOR				
			<u>Remit to:</u> MORENO VALLEY	CA
3/15/2012	1203051	27,114.00		
			FEDERAL RELOCATION ASSISTANCE	27,114.00
	Vendor Total	27,114.00		
FYTD for IBARRA, VICTOR		31,138.00		
ICMA RETIREMENT CORP 457				
			<u>Remit to:</u> BALTIMORE	MD
3/9/2012	3039	29,667.93		
			DEF COMP 457 3/9/12	29,667.93
	Vendor Total	29,667.93		
FYTD for ICMA RETIREMENT CORP 457		219,530.79		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INTERNAL REVENUE SERVICE				
			<u>Remit to:</u>	
3/9/2012	3040	122,533.83	FED INCOME TAX W/H 3/9/12	122,533.83
3/23/2012	3048	117,434.30	FED INCOME TAX W/H 3/23/12	117,434.30
Vendor Total		239,968.13		
FYTD for INTERNAL REVENUE SERVICE		2,565,845.54		
MORA'S EQUIPMENT & CONSTRUCTION				
			<u>Remit to:</u> PICO RIVERA	CA
3/19/2012	211837	71,619.18	CITYWIDE SIDEWALK/RAMPS CONSTR	50,404.50
			ADA COMPLIANT CURB/RAMP CONSTR	3,515.85
			ADA COMPLIANT CURB/RAMP CONSTR	17,698.83
Vendor Total		71,619.18		
FYTD for MORA'S EQUIPMENT & CONSTRUCTION		175,560.18		
MORENO VALLEY UTILITY				
			<u>Remit to:</u> HEMET	CA
3/26/2012	211970	49,255.99	ELECTRICITY	147.45
			ELECTRICITY	826.14
			ELECTRICITY	352.53
			ELECTRICITY	1,805.83
			ELECTRICITY	7,379.41
			ELECTRICITY	10,182.79
			ELECTRICITY	2,426.57
			ELECTRICITY	4,375.93
			ELECTRICITY	661.49
			ELECTRICITY	134.17
			ELECTRICITY	11,665.79
			ELECTRICITY	7,137.08
			ELECTRICITY	235.95
			ELECTRICITY	141.56
			ELECTRICITY	90.88
			ELECTRICITY	68.29
			ELECTRICITY	68.43
			ELECTRICITY	142.42
			ELECTRICITY	86.11
			ELECTRICITY	1,327.17
Vendor Total		49,255.99		
FYTD for MORENO VALLEY UTILITY		586,884.30		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NATIONWIDE RETIREMENT SOLUTIONS				
			Remit to: COLUMBUS	OH
3/9/2012	3037	25,581.85	DEF COMP 457 & 401(A) 3/9/12	25,581.85
3/23/2012	3045	25,600.85	DEF COMP 457 & 401(A)	25,600.85
Vendor Total		51,182.70		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		574,191.11		
NOBLE AMERICAS ENERGY SOLUTIONS				
			Remit to: PASADENA	CA
3/12/2012	884776	158,460.05	ENERGY PURCHASE 1/1-2/1/12	158,460.05
Vendor Total		158,460.05		
FYTD for NOBLE AMERICAS ENERGY SOLUTIONS		1,565,821.95		
PERS HEALTH INSURANCE				
			Remit to: SACRAMENTO	CA
3/8/2012	1203011	203,187.93	EMPLOYEE HEALTH INSURANCE	203,187.93
Vendor Total		203,187.93		
FYTD for PERS HEALTH INSURANCE		1,802,473.54		
PERS RETIREMENT				
			Remit to: SACRAMENTO	CA
3/2/2012	3034	219,213.37	PERS RETIREMENT 3/2/12	219,213.37
3/16/2012	3042	216,644.45	PERS RETIREMENT 3/16/12	216,644.45
3/30/2012	3050	214,542.07	PERS RETIREMENT 3/30/12	214,542.07
Vendor Total		650,399.89		
FYTD for PERS RETIREMENT		4,306,798.93		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF			<u>Remit to:</u> RIVERSIDE	CA
3/26/2012	884829	2,721,572.54		
			CONTRACT LAW ENF BILL #5	44,939.36
			CONTRACT LAW ENF BILL #5	286.62
			CONTRACT LAW ENF BILL #5	1,536,311.78
			CONTRACT LAW ENF BILL #5	55,879.51
			CONTRACT LAW ENF BILL #5	346,892.83
			CONTRACT LAW ENF BILL #5	5,197.75
			CONTRACT LAW ENF BILL #5	87,135.11
			CONTRACT LAW ENF BILL #5	5,435.41
			CONTRACT LAW ENF BILL #5	79,541.07
			CONTRACT LAW ENF BILL #5	1,042.10
			CONTRACT LAW ENF BILL #5	185,923.18
			CONTRACT LAW ENF BILL #5	3,054.90
			CONTRACT LAW ENF BILL #5	284,998.94
			CONTRACT LAW ENF BILL #5	6,257.70
			CONTRACT LAW ENF BILL #5	35,168.88
			CONTRACT LAW ENF BILL #5	263.50
			CONTRACT LAW ENF BILL #5	43,243.90

Vendor Total **2,721,572.54**

FYTD for RIVERSIDE COUNTY SHERIFF	25,169,343.06
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RIVERSIDE COUNTY SHERIFF MV			<u>Remit to:</u> MORENO VALLEY	CA
3/12/2012	211731	34,610.26		
			PD EXTRA DUTY-RANCHO VERDE FTB	2,278.96
			PD EXTRA DUTY-RANCHO VERDE FTB	68.00
			PD EXTRA DUTY-DUI WARR SWEEP	344.84
			SPEC BILLING-LAW ENF. OVERTIME	1,493.44
			SPEC BILLING-LAW ENF. OVERTIME	10,316.22
			SPEC BILLING-LAW ENF. OVERTIME	655.35
			SPEC BILLING-LAW ENF. OVERTIME	10,396.73
			SPEC BILLING-LAW ENF. OVERTIME	668.10
			SPEC BILLING-LAW ENF. OVERTIME	5,165.28
			SPEC BILLING-LAW ENF. OVERTIME	179.35
			PD EXTRA DUTY-RANCHO VERDE FTB	2,769.50
			PD EXTRA DUTY-RANCHO VERDE FTB	274.49

Vendor Total **34,610.26**

FYTD for RIVERSIDE COUNTY SHERIFF MV	228,724.74
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RMA GROUP			<u>Remit to:</u> RANCHO CUCAMONGA	CA
3/5/2012	211619	29,991.53		
			SR-60/NASON ST INTRCHNG PROJ	18,338.00
			SR-60/NASON ST INTRCHNG PROJ	2,375.88
			SR-60/NASON ST INTRCHNG PROJ	8,213.50
			SR-60/NASON ST INTRCHNG PROJ	1,064.15

Vendor Total **29,991.53**

FYTD for RMA GROUP	105,440.88
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City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SHELL ENERGY NORTH AMERICA (US) L.P.				
3/19/2012	211856	465,007.20	Remit to: PHILADELPHIA PA ENERGY PURCHASE FOR MV UTIL.	465,007.20
Vendor Total		465,007.20		
FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.		4,772,180.00		
SILVER CREEK INDUSTRIES, INC				
3/5/2012	211626	199,524.91	Remit to: PERRIS CA MORRISON PARK FIRE STN PROJ.	199,524.91
Vendor Total		199,524.91		
FYTD for SILVER CREEK INDUSTRIES, INC		665,541.47		
SOUTHERN CALIFORNIA EDISON				
3/5/2012	211628	31,325.87	Remit to: ROSEMEAD CA WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-GRAHAM	5,959.65
			WDAT CHARGES-GLOBE	7,680.15
			WDAT CHARGES-NANDINA	2,647.31
			WDAT CHARGES-FREDERICK	1,966.23
			WDAT CHARGES-SUBSTATION 115KV	10,447.31
3/19/2012	211863	141,943.06	ELECTRICITY	532.06
			ELECTRICITY	48.41
			ELECTRICITY	1,811.24
			ELECTRICITY	46.55
			ELECTRICITY	72.51
			ELECTRICITY	877.33
			ELECTRICITY	120.40
			ELECTRICITY	562.51
			ELECTRICITY	757.12
			ELECTRICITY	1,658.92
			ELECTRICITY	1,005.60
			ELECTRICITY	1,127.34
			ELECTRICITY	92,882.07
			ELECTRICITY	35,522.70
			ELECTRICITY	4,579.23
			ELECTRICITY	74.13
			ELECTRICITY	24.48
			ELECTRICITY	45.52
			ELECTRICITY	24.71
			ELECTRICITY	71.50
			ELECTRICITY	98.73
3/19/2012	211864	324,000.00	UNDERGROUND FACIL.-CACTUS AVE.	324,000.00
Vendor Total		497,268.93		
FYTD for SOUTHERN CALIFORNIA EDISON		2,741,459.10		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STANDARD INSURANCE CO				
			Remit to: PORTLAND	OR
3/12/2012	211751	28,104.05		
			LIFE & DISABILITY INSURANCE	10,956.59
			LIFE & DISABILITY INSURANCE	17,147.46
	Vendor Total	28,104.05		
FYTD for STANDARD INSURANCE CO		268,447.09		
STI, INC., TRUCKING & MATERIALS				
			Remit to: RIVERSIDE	CA
3/5/2012	211635	80,268.39		
			IRONWOOD AVE IMPRVMENTS PROJ	80,268.39
	Vendor Total	80,268.39		
FYTD for STI, INC., TRUCKING & MATERIALS		419,333.88		
SWRCB/STATE WATER RESOURCE CONTROL BOARD				
			Remit to: SACRAMENTO	CA
3/5/2012	211637	30,329.00		
			ANNUAL PERMIT FEE-NPDES MS4	30,329.00
	Vendor Total	30,329.00		
FYTD for SWRCB/STATE WATER RESOURCE CONTROL BOARD		30,329.00		
THINK TOGETHER, INC				
			Remit to: SANTA ANA	CA
3/5/2012	211639	419,690.90		
			ASES GRANT PRGM SVCS	419,690.90
	Vendor Total	419,690.90		
FYTD for THINK TOGETHER, INC		2,525,530.35		
U.S. BANK/CALCARDS				
			Remit to: ST. LOUIS	MO
3/6/2012	1203021	84,359.83		
			CALCARD PMT CYCLE END 2/27/12	84,359.83
3/6/2012	1203031	101,879.49		
			CALCARD PMT CYCLE END 2/27/12	101,879.49
	Vendor Total	186,239.32		
FYTD for U.S. BANK/CALCARDS		1,259,052.74		
WILLDAN AND ASSOCIATES				
			Remit to: SAN BERNARDINO	CA
3/5/2012	211648	29,645.30		
			BLDG & SAFETY PLAN CHECK SVCS	24,983.08
			BLDG & SAFETY PLAN CHECK SVCS	4,662.22
	Vendor Total	29,645.30		
FYTD for WILLDAN AND ASSOCIATES		260,611.97		
	Subtotal	10,120,196.66		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS LESS THAN \$25,000				
TRANSOFT SOLUTIONS, INC.				
			Remit to: RICHMOND	BC
3/19/2012	211774	760.00		
			AUTOTURN MAINT ASSUR. PRGM RNW	760.00
Vendor Total		760.00		
FYTD for TRANSOFT SOLUTIONS, INC.		760.00		
A & I REPROGRAPHICS 2406362				
			Remit to: ONTARIO	CA
3/5/2012	211544	5,225.88		
			COPIES OF PLANS-CACTUS/NASON	1,156.70
			COPIES OF PLANS-CACTUS/NASON	2,715.62
			COPIES OF PLANS-CACTUS/NASON	1,353.56
Vendor Total		5,225.88		
FYTD for A & I REPROGRAPHICS 2406362		8,062.10		
A C P TRUCKING				
			Remit to: PERRIS	CA
3/5/2012	211545	37.05		
			REFUND-BUS. LIC OVRPMT	37.05
Vendor Total		37.05		
FYTD for A C P TRUCKING		37.05		
ABILITY COUNTS, INC				
			Remit to: CORONA	CA
3/12/2012	211654	1,440.00		
			LANDSCAPE MAINT-AQDCT	1,440.00
3/26/2012	211889	1,440.00		
			LANDSCAPE MAINT-CFD #1	1,440.00
Vendor Total		2,880.00		
FYTD for ABILITY COUNTS, INC		12,890.00		
ADAMS, MARK L.				
			Remit to: REDLANDS	CA
3/5/2012	884668	318.73		
			RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for ADAMS, MARK L.		2,868.57		
ADMINSURE				
			Remit to: DIAMOND BAR	CA
3/26/2012	211890	2,600.00		
			WORKERS' COMP CLAIMS	2,600.00
Vendor Total		2,600.00		
FYTD for ADMINSURE		23,400.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ADVANCED ELECTRIC				
			<u>Remit to:</u> RIVERSIDE CA	
3/5/2012	211546	259.50	REPLACE/INSTALL LIGHTS-STN 91	259.50
3/12/2012	211655	4,872.00	REPLACE BALLAST/LIGHT-CRC	4,872.00
Vendor Total		5,131.50		
FYTD for ADVANCED ELECTRIC		47,014.93		
ADVANTAGE BUSINESS EQUIPMENT, INC				
			<u>Remit to:</u> SAN DIEGO CA	
3/12/2012	884756	629.30	SERVICE CONTRCT-WYCOM CK SIGNR	629.30
Vendor Total		629.30		
FYTD for ADVANTAGE BUSINESS EQUIPMENT, INC		629.30		
AEI-CASC ENGINEERING				
			<u>Remit to:</u> COLTON CA	
3/12/2012	884757	5,002.00	PLAN CHECK SVCS-F-WQMP	5,002.00
Vendor Total		5,002.00		
FYTD for AEI-CASC ENGINEERING		30,660.77		
ALLIANZ LIFE INSURANCE CO				
			<u>Remit to:</u> PITTSBURGH PA	
3/12/2012	211656	75.00	NON-EXEMPT ANNUITY	75.00
Vendor Total		75.00		
FYTD for ALLIANZ LIFE INSURANCE CO		675.00		
AMERICAN FORENSIC NURSES				
			<u>Remit to:</u> PALM SPRINGS CA	
3/12/2012	884758	1,837.52	BLOOD DRAWS-POLICE	123.24
			BLOOD DRAWS-POLICE	1,714.28
3/19/2012	211775	2,382.64	BLOOD DRAWS-POLICE	2,382.64
Vendor Total		4,220.16		
FYTD for AMERICAN FORENSIC NURSES		36,818.56		
AMERICAN PERSONNEL SERVICE, #1419				
			<u>Remit to:</u> BREA CA	
3/26/2012	211891	44.54	REFUND-BUS. LIC OVRPMT	44.54
Vendor Total		44.54		
FYTD for AMERICAN PERSONNEL SERVICE, #1419		44.54		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AMERICAN PROTECTION SERVICES				
			<u>Remit to:</u> RIVERSIDE CA	
3/19/2012	211776	1,260.00		
			SVC/MAINT-DVR RECORDING SYS-PD	1,000.00
			DVR UNIT-REPLACED	280.15
			SALES TAX ACCRUAL	-20.15
	Vendor Total	1,260.00		
FYTD for AMERICAN PROTECTION SERVICES		1,260.00		
AMERICAN TOWERS				
			<u>Remit to:</u> CHARLOTTE NC	
3/12/2012	211657	2,676.42		
			TOWER SPACE LEASE	2,676.42
	Vendor Total	2,676.42		
FYTD for AMERICAN TOWERS		23,778.96		
AMTECH ELEVATOR SERVICES				
			<u>Remit to:</u> ANAHEIM CA	
3/12/2012	211658	221.92		
			ELEVATOR MAINT/REPAIR-EOC	100.00
			ELEVATOR MAINT/REPAIR-CITY HLL	121.92
	Vendor Total	221.92		
FYTD for AMTECH ELEVATOR SERVICES		4,060.46		
ANDERSON, JENNIFER				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	211892	62.00		
			REFUND-YOUTH FLAG FOOTBALL	62.00
	Vendor Total	62.00		
FYTD for ANDERSON, JENNIFER		62.00		
ANGELABABY				
			<u>Remit to:</u> POMONA CA	
3/12/2012	211659	35.66		
			REFUND-BUS. LIC OVRPMT	35.66
	Vendor Total	35.66		
FYTD for ANGELABABY		35.66		
ANGELICA TEXTILE SERVICES				
			<u>Remit to:</u> ALPHARETTA GA	
3/26/2012	211893	50.54		
			REFUND-BUS. LIC OVRPMT	50.54
	Vendor Total	50.54		
FYTD for ANGELICA TEXTILE SERVICES		50.54		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ANIMAL EMERGENCY CLINIC, INC.				
			<u>Remit to:</u> GRAND TERRACE CA	
3/19/2012	211777	170.00		
			EMERGENCY/AFTER HR VET SVCS	75.00
			EMERGENCY/AFTER HR VET SVCS	95.00
Vendor Total		170.00		
FYTD for ANIMAL EMERGENCY CLINIC, INC.		1,885.00		
ANIMAL HEALTH AND SANITARY SUPPLY				
			<u>Remit to:</u> RIVERSIDE CA	
3/26/2012	211894	53.88		
			MISC SUPPLIES-ANIMAL SVCS	53.88
Vendor Total		53.88		
FYTD for ANIMAL HEALTH AND SANITARY SUPPLY		582.56		
ANIMAL PEST MANAGEMENT SERVICES, INC.				
			<u>Remit to:</u> CHINO CA	
3/26/2012	211895	1,525.50		
			PEST CONTROL-CITY PARKS	600.00
			PEST CONTROL-SCE/AQDCTS	229.50
			PEST CONTROL-GOLF COURSE	162.00
			PEST CONTROL-CFD #1	144.00
			PEST CONTROL-MARCH FIELD CTR	90.00
			PEST CONTROL-MARCH BALLFIELD	300.00
Vendor Total		1,525.50		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		14,736.50		
ANSARI, AHMAD				
			<u>Remit to:</u> CORONA CA	
3/12/2012	211660	618.47		
			TRAVEL EXP.-PW OFF. INSTITUTE	369.97
			TRAVEL EXP.-PW OFF. INSTITUTE	248.50
Vendor Total		618.47		
FYTD for ANSARI, AHMAD		618.47		
AQUA SCIENCE ENGINEERS, INC				
			<u>Remit to:</u> IRVINE CA	
3/12/2012	211661	86.39		
			REFUND-BUS. LIC OVRPMT	86.39
Vendor Total		86.39		
FYTD for AQUA SCIENCE ENGINEERS, INC		86.39		
ARC MID-CITIES				
			<u>Remit to:</u> LOS ANGELES CA	
3/5/2012	211548	57.00		
			REFUND-BUS. LIC OVRPMT	57.00
Vendor Total		57.00		
FYTD for ARC MID-CITIES		57.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ARCHIVE MANAGEMENT SERVICE				
			Remit to: RIVERSIDE	CA
3/19/2012	211778	1,241.15	RECORDS OFFSITE STORAGE	1,241.15
Vendor Total		1,241.15		
FYTD for ARCHIVE MANAGEMENT SERVICE		11,739.73		
ARMANDO'S MEXICAN FOOD				
			Remit to: MORENO VALLEY	CA
3/26/2012	211896	77.50	REFUND-BUS. LIC OVRPMT	77.50
Vendor Total		77.50		
FYTD for ARMANDO'S MEXICAN FOOD		77.50		
ARMS, MARLENA L.				
			Remit to: CHINO HILLS	CA
3/12/2012	211663	67.00	REFUND-CITATION FEE	67.00
Vendor Total		67.00		
FYTD for ARMS, MARLENA L.		67.00		
ARROWHEAD WATER				
			Remit to: COLTON	CA
3/12/2012	884759	337.64	WATER PURIFY RNTL-CITY YARD	24.77
			WATER PURIFY UNIT-CITY YARD	24.77
			WATER PURIFY RNTL-STN 2	24.77
			WATER PURIFY RNTL-STN 6	24.77
			WATER PURIFY RNTL-STN 48	24.77
			WATER PURIFY RNTL-STN 58	15.62
			WATER PURIFY RNTL-STN 65	24.77
			WATER PURIFY RNTL-STN 91	24.77
			WATER PURIFY RNTL-LIBRARY	24.77
			WATER PURIFY RNTL-CITY HALL	123.86
3/19/2012	211779	173.41	WATER PURIF UNIT-SP DIST ANNEX	24.77
			WATER PURIF UNIT-SENIOR CTR	24.77
			WATER PURIF UNIT-CRC	24.78
			WATER PURIF UNIT-FACIL. ANNEX	24.77
			WATER PURIF UNIT-ANIMAL SVCS	49.55
			WATER PURIF UNIT-TS ANNEX	24.77
Vendor Total		511.05		
FYTD for ARROWHEAD WATER		4,857.50		
ASSISTANCE LEAGUE OF RIVERSIDE				
			Remit to: RIVERSIDE	CA
3/26/2012	211897	9,500.00	OPERATION SCHOOL BELL PRGRM	9,500.00
Vendor Total		9,500.00		
FYTD for ASSISTANCE LEAGUE OF RIVERSIDE		9,500.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ASSOCIATED REPRODUCTION SVC				
			Remit to: WHITTIER	CA
3/19/2012	211780	131.82	REPRODUCTION SVCS-C ATTRNY	131.82
3/26/2012	211898	108.88	REPRODUCTION SVCS-C ATTRNY	108.88
Vendor Total		240.70		
FYTD for ASSOCIATED REPRODUCTION SVC		240.70		
AT&T MOBILITY				
			Remit to: CAROL STREAM	IL
3/12/2012	211664	91.66	CELLULAR SVC-MOBILE COMMAND	91.66
Vendor Total		91.66		
FYTD for AT&T MOBILITY		821.07		
AT&T/MCI				
			Remit to: WEST SACRAMENTO	CA
3/12/2012	211665	183.34	COMMUNICATION SVCS-POLICE	183.34
Vendor Total		183.34		
FYTD for AT&T/MCI		1,648.86		
ATLAS STORAGE CENTERS				
			Remit to: MORENO VALLEY	CA
3/26/2012	211899	53.41	REFUND-BUS. LIC OVRPMT	53.41
Vendor Total		53.41		
FYTD for ATLAS STORAGE CENTERS		53.41		
AXIS APPAREL				
			Remit to: MORENO VALLEY	CA
3/19/2012	211781	4,418.69	YTH SOCCER UNIFORMS, TEES, ETC	4,418.69
Vendor Total		4,418.69		
FYTD for AXIS APPAREL		9,409.67		
BACHER, GRACE				
			Remit to: HEMET	CA
3/5/2012	211549	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for BACHER, GRACE		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BANK OF AMERICA, N.A.				
			Remit to: CHARLOTTE	NC
3/19/2012	211782	384.71		
			REISSUE UNCLMD CK DTD 9/25/08	140.00
			REISSUE UNCLMD CK DTD 9/25/08	-2.00
			REFUND-FALSE ALARM OVRPYMT	248.71
			REFUND-FALSE ALARM OVRPYMT	-2.00
Vendor Total		384.71		
FYTD for BANK OF AMERICA, N.A.		497.21		
BARTEL ASSOCIATES, LLC				
			Remit to: SAN MATEO	CA
3/12/2012	211666	6,150.00		
			CONSULTING SVCS-GASB 45 OPEB	6,150.00
Vendor Total		6,150.00		
FYTD for BARTEL ASSOCIATES, LLC		6,150.00		
BAUTISTA, JOSEPH C.				
			Remit to: FONTANA	CA
3/5/2012	884669	318.73		
			RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for BAUTISTA, JOSEPH C.		2,839.41		
BECK, MARION				
			Remit to: RIVERSIDE	CA
3/12/2012	211667	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for BECK, MARION		20.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BEMUS LANDSCAPE, INC.				
			Remit to: SAN CLEMENTE	CA
3/12/2012	884760	12,704.33		
			LANDSCAPE MAINT-FORMER STARS	260.00
			LANDSCAPE MAINT-PSB	1,077.83
			LANDSCAPE MAINT-CITY YARD	225.00
			LANDSCAPE MAINT-PAN AM/AQDCT	540.00
			LANDSCAPE MAINT-N AQDCT	473.00
			LANDSCAPE MAINT-SR CNTR	236.00
			LANDSCAPE MAINT-S AQDCT "A"	765.50
			LANDSCAPE MAINT-S AQDCT "B"	662.00
			LANDSCAPE MAINT-SCE/OLD LAKE	1,575.00
			LANDSCAPE MAINT-MVU SUBSTN	567.00
			LANDSCAPE MAINT-MVU	432.00
			LANDSCAPE MAINT-LIBRARY	468.00
			LANDSCAPE MAINT-CRC	1,710.00
			LANDSCAPE MAINT-ANIMAL SVCS	468.00
			LANDSCAPE MAINT-PATRIOT PARK	360.00
			LANDSCAPE MAINT-BIKE AQDCT	360.00
			LANDSCAPE MAINT-BAY/JFK AQDCT	1,710.00
			LANDSCAPE MAINT-TOWNGATE AQDCT	635.00
			LANDSCAPE MAINT-TOWNGATE CNTR	180.00
3/19/2012	211783	1,840.00		
			MOWING CURB INSTALLED-ZONE E-3	1,440.00
			MOWING CURB INSTALLED-ZONE E-4	400.00
3/26/2012	884793	11,406.02		
			LANDSCAPE MAINT-ZONE E-3	10,625.00
			LANDSCAPE MAINT-ZONE E-3A	781.02
Vendor Total		25,950.35		
FYTD for BEMUS LANDSCAPE, INC.		280,928.26		
BENESYST				
			Remit to: MINNEAPOLIS	MN
3/26/2012	884794	410.00		
			COBRA ADMIN SVC-HR	205.00
			COBRA ADMIN SVC-HR	205.00
Vendor Total		410.00		
FYTD for BENESYST		1,730.20		
BENESYST, INC.				
			Remit to: MINNEAPOLIS	MN
3/26/2012	884795	403.80		
			FLEX ADMIN SVC-HR	201.90
			FLEX ADMIN SVC-HR	201.90
Vendor Total		403.80		
FYTD for BENESYST, INC.		2,883.78		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BERENSCHOT, ANN				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	211900	47.00	REFUND-GUITAR CLASS	47.00
Vendor Total		47.00		
FYTD for BERENSCHOT, ANN		47.00		
BERRIOS, SONIA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/12/2012	211668	200.00	REFUND-RENTAL DEPOSIT-TWNGATE	200.00
Vendor Total		200.00		
FYTD for BERRIOS, SONIA		200.00		
BEST CALIFORNIA GAS, LTD, #353				
			<u>Remit to:</u> SANTA FE SPRINGS CA	
3/5/2012	211550	75.65	REFUND-BUS LICENSE OVRPYMNT	75.65
Vendor Total		75.65		
FYTD for BEST CALIFORNIA GAS, LTD, #353		75.65		
BIO-TOX LABORATORIES				
			<u>Remit to:</u> RIVERSIDE CA	
3/12/2012	211669	7,430.65	TOXICOLOGY TESTS-POLICE	891.25
			TOXICOLOGY TESTS-POLICE	6,539.40
Vendor Total		7,430.65		
FYTD for BIO-TOX LABORATORIES		78,745.84		
BRASSEUR, JOHN				
			<u>Remit to:</u> MORENO VALLEY CA	
3/12/2012	211670	137.50	REFUND-CITATION FEE	137.50
Vendor Total		137.50		
FYTD for BRASSEUR, JOHN		137.50		
BRAUN BLAISING MCLAUGHLIN				
			<u>Remit to:</u> SACRAMENTO CA	
3/5/2012	211551	1,961.42	LEGAL SVCS	1,961.42
3/26/2012	211901	0.00	LEGAL SVCS	46,921.24
			LEGAL SVCS	-46,921.24
Vendor Total		1,961.42		
FYTD for BRAUN BLAISING MCLAUGHLIN		48,331.38		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BRODART CO.				
			<u>Remit to:</u> WILLIAMSPORT	PA
3/19/2012	211784	1,353.60		
			MISC BOOKS-LIBRARY	41.00
			MISC BOOKS-LIBRARY	21.78
			MISC BOOKS-LIBRARY	21.20
			MISC BOOKS-LIBRARY	48.21
			MISC BOOKS-LIBRARY	319.41
			MISC BOOKS-LIBRARY	74.63
			MISC BOOKS-LIBRARY	24.92
			MISC BOOKS-LIBRARY	20.43
			MISC BOOKS-LIBRARY	21.80
			MISC BOOKS-LIBRARY	62.00
			MISC BOOKS-LIBRARY	22.75
			MISC BOOKS-LIBRARY	44.00
			MISC BOOKS-LIBRARY	40.40
			MISC BOOKS-LIBRARY	21.20
			MISC BOOKS-LIBRARY	60.77
			MISC BOOKS-LIBRARY	29.16
			MISC BOOKS-LIBRARY	23.58
			MISC BOOKS-LIBRARY	22.97
			MISC BOOKS-LIBRARY	282.39
			MISC BOOKS-LIBRARY	151.00
3/26/2012	884796	190.70		
			MISC BOOKS-LIBRARY	37.17
			MISC BOOKS-LIBRARY	21.81
			MISC BOOKS-LIBRARY	49.23
			MISC BOOKS-LIBRARY	82.49
Vendor Total		1,544.30		
FYTD for BRODART CO.		28,202.45		
BUCKINGHAM, STAN				
			<u>Remit to:</u> TEMECULA	CA
3/5/2012	211552	318.73		
			RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for BUCKINGHAM, STAN		2,868.57		
BUD STONE				
			<u>Remit to:</u> RIVERSIDE	CA
3/26/2012	211902	77.66		
			REFUND-BUS. LIC DUP PMT	58.00
			REFUND-BUS. LIC DUP PMT	14.50
			REFUND-BUS. LIC DUP PMT	1.16
			REFUND-BUS. LIC DUP PMT	4.00
Vendor Total		77.66		
FYTD for BUD STONE		77.66		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BWI - BOOK WHOLESALERS, INC.				
			Remit to: MCHENRY	IL
3/5/2012	211553	214.79		
			MISC BOOKS/MATERIALS-LIBRARY	214.79
Vendor Total		214.79		
FYTD for BWI - BOOK WHOLESALERS, INC.		10,997.53		
BY HIS DESIGN, INC				
			Remit to: SAN JACINTO	CA
3/19/2012	211785	257.95		
			YOUTH/ADULT SPORT UNIFORMS	131.67
			YOUTH/ADULT SPORT UNIFORMS	126.28
Vendor Total		257.95		
FYTD for BY HIS DESIGN, INC		8,791.83		
CABALCE, KAREN				
			Remit to: MORENO VALLEY	CA
3/19/2012	211786	75.00		
			REFUND-SPAY DEPOSIT	75.00
Vendor Total		75.00		
FYTD for CABALCE, KAREN		75.00		
CABRERA, ELODIA				
			Remit to: OXNARD	CA
3/19/2012	211787	14,790.00		
			RENTAL ASSIST-MYERS RELOC PROJ	14,790.00
Vendor Total		14,790.00		
FYTD for CABRERA, ELODIA		17,984.00		
CAIN, GREGORY				
			Remit to: TAMPA	FL
3/5/2012	884670	318.73		
			RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for CAIN, GREGORY		2,868.57		
CAL PACIFIC POOLS & SPAS, INC				
			Remit to: RIVERSIDE	CA
3/26/2012	211903	31.23		
			REFUND-BUS. LIC OVRPMT	31.23
Vendor Total		31.23		
FYTD for CAL PACIFIC POOLS & SPAS, INC		31.23		
CALIFORNIA POOLS & SPAS, INC.				
			Remit to: MENIFEE	CA
3/5/2012	211554	74.80		
			UNCLAIMED BL CHECK REISSUED	76.80
			UNCLAIMED BL CHECK REISSUED	-2.00
Vendor Total		74.80		
FYTD for CALIFORNIA POOLS & SPAS, INC.		74.80		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CALPERS				
			Remit to: SACRAMENTO	CA
3/19/2012	211788	19,702.80	4TH LEVEL SURVIVOR BENEFIT	19,702.80
Vendor Total		19,702.80		
FYTD for CALPERS		19,702.80		
CANNON, ANA M.				
			Remit to: HASLET	TX
3/5/2012	884671	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for CANNON, ANA M.		2,868.57		
CANO, EDGAR CHAVEZ				
			Remit to: PERRIS	CA
3/19/2012	211789	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for CANO, EDGAR CHAVEZ		20.00		
CAVENAUGH & ASSOCIATES				
			Remit to: YREKA	CA
3/5/2012	884672	998.00	D.U.I. SEMINAR MAR 5-9, 2012	499.00
			D.U.I. SEMINAR MAR 5-9, 2012	499.00
Vendor Total		998.00		
FYTD for CAVENAUGH & ASSOCIATES		2,495.00		
CEMEX				
			Remit to: ONTARIO	CA
3/19/2012	211790	1,034.07	PORTLAND CEMENT-MAIN/OP'S	342.22
			PORTLAND CEMENT-MAIN/OP'S	307.67
			PORTLAND CEMENT-MAIN/OP'S	384.18
3/26/2012	211904	696.91	PORTLAND CEMENT-MAIN/OP'S	345.72
			PORTLAND CEMENT-MAIN/OP'S	351.19
Vendor Total		1,730.98		
FYTD for CEMEX		9,765.16		
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS				
			Remit to: RIVERSIDE	CA
3/26/2012	884798	95.00	PRE-EMPLOYMENT PHYSICALS	25.00
			PRE-EMPLOYMENT PHYSICALS	45.00
			PRE-EMPLOYMENT PHYSICALS	25.00
Vendor Total		95.00		
FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS		3,529.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHANDLER ASSET MANAGEMENT				
			Remit to: SAN DIEGO	CA
3/26/2012	211905	73.62	REFUND-BUS. LIC OVRPMT	73.62
Vendor Total		73.62		
FYTD for CHANDLER ASSET MANAGEMENT		73.62		
CHANDLER ASSET MANAGEMENT, INC				
			Remit to: SAN DIEGO	CA
3/26/2012	884799	8,613.00	FIXED INCOME INVESTMENT MGMT	8,613.00
Vendor Total		8,613.00		
FYTD for CHANDLER ASSET MANAGEMENT, INC		79,780.00		
CHAPMAN, STEVE				
			Remit to: REDLANDS	CA
3/5/2012	211555	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for CHAPMAN, STEVE		2,868.57		
CHAPPELL, ISAAC				
			Remit to: MORENO VALLEY	CA
3/5/2012	884673	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for CHAPPELL, ISAAC		2,868.57		
CHAVEZ, JANICE				
			Remit to: MORENO VALLEY	CA
3/19/2012	211791	200.00	REFUND-DEPOSIT TOWNGATE CTR	200.00
Vendor Total		200.00		
FYTD for CHAVEZ, JANICE		200.00		
CHINESE GOURMET				
			Remit to: RANCHO PALOS VERDE	CA
3/26/2012	211906	80.52	REFUND-BUS. LIC OVRPMT	80.52
Vendor Total		80.52		
FYTD for CHINESE GOURMET		80.52		
CHRISTIAN, OWEN				
			Remit to: MORENO VALLEY	CA
3/5/2012	884674	225.99	RETIREE MED MAR '12	225.99
Vendor Total		225.99		
FYTD for CHRISTIAN, OWEN		2,057.25		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CINNABON #102				
3/5/2012	211556	68.14	Remit to: ORNAGE REFUND-BUS. LIC OVRPMT	CA 68.14
Vendor Total		68.14		
FYTD for CINNABON #102		68.14		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CINTAS CORPORATION			<u>Remit to:</u> ONTARIO	CA
3/5/2012	884675	237.79	UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-ST MAINT	91.14
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
3/12/2012	884761	83.63	UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-PARK MAINT	2.79
3/19/2012	211792	210.32	UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
3/26/2012	884800	789.36	UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	82.60
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-VEHICLE MAINT	72.88
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-ST MAINT	91.14
			UNIFORM RNTL SVC-ST MAINT	91.14
			UNIFORM RNTL SVC-ST MAINT	128.56



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
Vendor Total		1,321.10		
FYTD for CINTAS CORPORATION		11,890.02		
CINTAS DOCUMENT MANAGEMENT			Remit to: CINCINNATI	OH
3/19/2012	211793	23.95	RECORDS ONSITE SHREDDNG-FIRE	23.95
Vendor Total		23.95		
FYTD for CINTAS DOCUMENT MANAGEMENT		23.95		
CITY OF CORONA			Remit to: CORONA	CA
3/5/2012	211557	240.00	LCC GEN MEMBERSHIP MEETING	40.00
			LCC GEN MEMBERSHIP MEETING	40.00
			LCC GEN MEMBERSHIP MEETING	40.00
			LCC GEN MEMBERSHIP MEETING	40.00
			LCC GEN MEMBERSHIP MEETING	40.00
			LCC GEN MEMBERSHIP MEETING	40.00
Vendor Total		240.00		
FYTD for CITY OF CORONA		240.00		
CITY OF MORENO VALLEY VEBA TRUST			Remit to: MORENO VALLEY	CA
3/12/2012	884762	24,521.32	EXEMPT VEBA	50.00
			EXEMPT VEBA	18,378.82
			EXEMPT VEBA	6,092.50
3/26/2012	884801	2,030.00	EXEMPT VEBA	2,030.00
Vendor Total		26,551.32		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		67,218.82		
COLONIAL SUPPLEMENTAL INSURANCE			Remit to: COLUMBIA	SC
3/5/2012	211558	7,084.05	SUPPLEMENTAL INSURANCE	7,084.05
3/26/2012	211907	7,241.55	SUPPLEMENTAL INSURANCE	7,241.55
Vendor Total		14,325.60		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE		66,735.75		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COMMUNITY ASSISTANCE PROGRAM - CAP				
			<u>Remit to:</u> MORENO VALLEY	CA
3/26/2012	884802	10,414.25		
			CAP FOOD DISTRIBUTION PRGRM	3,145.11
			CAP FOOD DISTRIBUTION PRGRM	2,535.30
			CAP FOOD DISTRIBUTION PRGRM	2,583.84
			CAP FOOD DISTRIBUTION PRGRM	2,150.00
Vendor Total		10,414.25		
FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP		26,500.33		
COMMUNITY HEALTH CHARITIES				
			<u>Remit to:</u> ANAHEIM	CA
3/12/2012	211671	139.00		
			CHC CONTRIBUTIONS	139.00
3/26/2012	211908	142.00		
			CHC CONTRIBUTIONS	142.00
Vendor Total		281.00		
FYTD for COMMUNITY HEALTH CHARITIES		4,782.34		
COMPEX LEGAL SERVICES, INC.				
			<u>Remit to:</u> TORRANCE	CA
3/26/2012	211909	188.18		
			LEGAL SVCS	188.18
Vendor Total		188.18		
FYTD for COMPEX LEGAL SERVICES, INC.		1,143.35		
CONFER, DONALD				
			<u>Remit to:</u> LAGUNA BEACH	CA
3/26/2012	211910	75.00		
			REFUND-NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for CONFER, DONALD		75.00		
CONTINUING EDUCATION OF THE BAR				
			<u>Remit to:</u> OAKLAND	CA
3/12/2012	211672	154.95		
			LEGAL SVCS	154.95
Vendor Total		154.95		
FYTD for CONTINUING EDUCATION OF THE BAR		773.88		
CONTRERAS, JOSE				
			<u>Remit to:</u> MORENO VALLEY	CA
3/5/2012	211559	70.00		
			SPORTS OFFICIATING SVCS	70.00
3/19/2012	211794	70.00		
			SPORTS OFFICIATING SVCS	70.00
Vendor Total		140.00		
FYTD for CONTRERAS, JOSE		2,245.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COPS AND CLERGY NETWORK, INC.				
			<u>Remit to:</u> REDLANDS	CA
3/14/2012	211770	150.00	ANNUAL SUMMIT-3/15/12	150.00
Vendor Total		150.00		
FYTD for COPS AND CLERGY NETWORK, INC.		150.00		
CORNETT, JACQUELYN E.				
			<u>Remit to:</u> RIALTO	CA
3/12/2012	211673	76.00	REFUND-CITATION FEE	76.00
Vendor Total		76.00		
FYTD for CORNETT, JACQUELYN E.		76.00		
COSTCO				
			<u>Remit to:</u> MORENO VALLEY	CA
3/5/2012	211560	390.79	MISC SUPPLIES-SKATE PARK	390.79
Vendor Total		390.79		
FYTD for COSTCO		13,379.17		
COUNSELING TEAM, THE				
			<u>Remit to:</u> SAN BERNARDINO	CA
3/26/2012	211911	2,500.00	EMPLOYEE COUNSELING SVCS	1,250.00
			EMPLOYEE COUNSELING SVCS	1,250.00
Vendor Total		2,500.00		
FYTD for COUNSELING TEAM, THE		11,250.00		
COUNTY OF RIVERSIDE				
			<u>Remit to:</u> RIVERSIDE	CA
3/5/2012	211561	2,404.49	JANITORIAL SUPPLIES FOR PD	518.96
			JANITORIAL SUPPLIES FOR PD	1,885.53
Vendor Total		2,404.49		
FYTD for COUNTY OF RIVERSIDE		18,614.92		
COUNTY OF RIVERSIDE AUDITOR				
			<u>Remit to:</u> RIVERSIDE	CA
3/26/2012	211912	23,671.72	PARKING CONTROL FEES-AB544	22,349.72
			PARKING CONTROL FEES-AB544	1,322.00
Vendor Total		23,671.72		
FYTD for COUNTY OF RIVERSIDE AUDITOR		231,926.07		
COVARRUBIAS, LAURA				
			<u>Remit to:</u> MORENO VALLEY	CA
3/26/2012	211913	20.00	REFUND-JUNIOR SOCCER	20.00
Vendor Total		20.00		
FYTD for COVARRUBIAS, LAURA		20.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COVINGTON, PERRY				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	211562	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for COVINGTON, PERRY		50.00		
CREATIVE TOUCH INTERIORS, INC				
			<u>Remit to:</u> LISLE IL	
3/26/2012	211914	30.94	REFUND-BUS. LIC OVRPMT	30.94
Vendor Total		30.94		
FYTD for CREATIVE TOUCH INTERIORS, INC		30.94		
CRIME POINT				
			<u>Remit to:</u> CAMARILLO CA	
3/5/2012	211563	17,240.00	UPGRADE SURVEILLANCE VEHICLES	16,000.00
			SALES TAX	1,240.00
Vendor Total		17,240.00		
FYTD for CRIME POINT		17,240.00		
CROSSROADS SOFTWARE				
			<u>Remit to:</u> BREA CA	
3/19/2012	211795	0.00	MAINT/SUPPORT-TICKET WRITERS	1,800.00
			VOIDED CHECK #211795 - 4/17/12	-1,800.00
Vendor Total		0.00		
FYTD for CROSSROADS SOFTWARE		0.00		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH				
			<u>Remit to:</u> RIVERSIDE CA	
3/12/2012	211674	578.00	BETHUNE PARK HEALTH PERMIT RNW	578.00
Vendor Total		578.00		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH		17,870.80		
D & D SERVICES DBA D & D DISPOSAL, INC.				
			<u>Remit to:</u> VALENCIA CA	
3/26/2012	211915	745.00	DECEASED ANIMAL RMVL	745.00
Vendor Total		745.00		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.		6,705.00		
D F PEREZ CONSTRUCTION, INC				
			<u>Remit to:</u> ANAHEIM CA	
3/19/2012	211796	36.50	REFUND-BUS. LIC OVRPMT	36.50
Vendor Total		36.50		
FYTD for D F PEREZ CONSTRUCTION, INC		36.50		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DAACOM COMMUNICATIONS				
			Remit to: MORENO VALLEY	CA
3/26/2012	211916	30.81	REFUND-BUS. LIC OVRPMT	30.81
Vendor Total		30.81		
FYTD for DAACOM COMMUNICATIONS		30.81		
DALE, KATHLEEN				
			Remit to: MORENO VALLEY	CA
3/5/2012	884677	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for DALE, KATHLEEN		2,868.57		
DAN TAYLOR KARATE TRAINING				
			Remit to: RIVERSIDE	CA
3/26/2012	211917	32.36	REFUND-BUS. LIC OVRPMT	32.36
Vendor Total		32.36		
FYTD for DAN TAYLOR KARATE TRAINING		32.36		
DATA TICKET, INC.				
			Remit to: NEWPORT BEACH	CA
3/5/2012	884678	10,208.31	CITATION PROCESSING	409.24
			ADMIN CITATION PROCESSING	3,251.48
			ADMIN CITATION PROCESSING	1,966.97
			ADMIN CITATION PROCESSING	989.67
			THIRD PARTY COLLECTIONS-CODE	608.33
			THIRD PARTY COLLECTIONS-CODE	194.40
			THIRD PARTY COLLECTIONS-CODE	2,788.22
3/12/2012	884763	1,216.80	CITATION PROCESSING-POLICE	1,216.80
3/26/2012	884803	19,727.65	3RD PARTY COLLECTIONS-JAN	327.15
			3RD PARTY COLLECTIONS-JAN	2,788.22
			3RD PARTY COLLECTIONS-DEC	194.40
			3RD PARTY COLLECTIONS-NOV	608.33
			CITATION PROCESSING-CODE	12,917.01
			CITATION PROCESSING-ANIMAL SVC	2,892.54
Vendor Total		31,152.76		
FYTD for DATA TICKET, INC.		210,667.01		
DAVID LANE APARTMENTS				
			Remit to: OXNARD	CA
3/26/2012	211918	23.91	REFUND-BUS. LIC OVRPMT	23.91
Vendor Total		23.91		
FYTD for DAVID LANE APARTMENTS		23.91		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DAVID NINAN				
			Remit to: LOMA LINDA	CA
3/26/2012	211919	35.40	REFUND-BUS. LIC OVRPMT	35.40
Vendor Total		35.40		
FYTD for DAVID NINAN		35.40		
DAVLYN INVESTMENTS PROPERTY MANAGEMENT				
			Remit to: SAN DIEGO	CA
3/5/2012	211565	85.00	REFUND-BUS. LIC OVRPMT	85.00
Vendor Total		85.00		
FYTD for DAVLYN INVESTMENTS PROPERTY MANAGEMENT		85.00		
DELTA DENTAL				
			Remit to: SAN FRANCISCO	CA
3/19/2012	211797	10,203.24	EMPLOYEE DENTAL INSURANCE	10,203.24
Vendor Total		10,203.24		
FYTD for DELTA DENTAL		94,720.30		
DELTACARE USA				
			Remit to: LOS ANGELES	CA
3/19/2012	211798	5,750.20	EMPLOYEE DENTAL INSURANCE	5,750.20
Vendor Total		5,750.20		
FYTD for DELTACARE USA		56,773.19		
DENNIS GRUBB & ASSOCIATES, LLC				
			Remit to: MIRA LOMA	CA
3/5/2012	884679	13,275.00	PLAN REVIEW SVCS	5,355.00
			FIRE INSPECTION SVCS	7,920.00
3/19/2012	211799	6,160.00	FIRE INSPECTION SVCS	6,160.00
3/26/2012	884804	2,165.00	PLAN REVIEW SVCS-FIRE PREVENTN	2,165.00
Vendor Total		21,600.00		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC		112,355.00		
DEPARTMENT OF INDUSTRIAL RELATIONS				
			Remit to: SAN FRANCISCO	CA
3/19/2012	211800	125.00	WHEELCHR LIFT CONVEYANCE-CRC	125.00
Vendor Total		125.00		
FYTD for DEPARTMENT OF INDUSTRIAL RELATIONS		5,466.67		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DIAMOND FENCE COMPANY			<u>Remit to:</u> SAN BERNARDINO	CA
3/5/2012	211566	40.50	REFUND-BUS. LIC OVRPMT	40.50
Vendor Total		40.50		
FYTD for DIAMOND FENCE COMPANY		40.50		
DIAMOND POWER SERVICES, INC			<u>Remit to:</u> SAN MARCOS	CA
3/5/2012	211567	25.10	REFUND-BUS. LIC OVRPMT	25.10
Vendor Total		25.10		
FYTD for DIAMOND POWER SERVICES, INC		25.10		
DISCOUNT TOBACCO			<u>Remit to:</u> MORENO VALLEY	CA
3/12/2012	211675	51.25	REFUND-BUS. LIC OVRPMT	51.25
Vendor Total		51.25		
FYTD for DISCOUNT TOBACCO		51.25		
DLS LANDSCAPE, INC			<u>Remit to:</u> REDLANDS	CA
3/19/2012	211801	2,052.00	LANDSCAPE MAINT-CFD #1	2,052.00
3/26/2012	884805	9,423.00	LANDSCAPE MAINT-ZONE A PARKS	9,423.00
Vendor Total		11,475.00		
FYTD for DLS LANDSCAPE, INC		106,821.00		
DMC DESIGN GROUP, INC			<u>Remit to:</u> CORONA	CA
3/12/2012	211676	8,067.25	CONSULTANT ADMIN SVCS-CAP PROJ	8,067.25
3/19/2012	211802	1,160.00	DAY ST DRAINAGE IMPRVMENTS PROJ	1,160.00
3/26/2012	211920	7,365.75	CONSULTANT ADMIN SVCS-CAP PROJ	7,365.75
Vendor Total		16,593.00		
FYTD for DMC DESIGN GROUP, INC		241,326.64		
DORY, ALLEEN F.			<u>Remit to:</u> HEMET	CA
3/5/2012	211568	225.99	RETIREE MED MAR '12	225.99
Vendor Total		225.99		
FYTD for DORY, ALLEEN F.		3,123.45		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DOSS, GWENDOLYN				
			Remit to: MORENO VALLEY	CA
3/26/2012	211921	30.00		
			REFUND-HEART/SOUL DANCE	30.00
Vendor Total		30.00		
FYTD for DOSS, GWENDOLYN		30.00		
D-PREP, LLC				
			Remit to: WOODLAND	CA
3/5/2012	211564	745.00		
			3/26/12 DUI CKPOINTS COURSE	149.00
			3/26/12 DUI CKPOINTS COURSE	149.00
			3/26/12 DUI CKPOINTS COURSE	149.00
			3/26/12 DUI CKPOINTS COURSE	149.00
			3/26/12 DUI CKPOINTS COURSE	149.00
Vendor Total		745.00		
FYTD for D-PREP, LLC		745.00		
DURAN, BLANCA				
			Remit to: MORENO VALLEY	CA
3/26/2012	211922	210.00		
			INSTRUCTOR SVCS-FOLK DANCE	210.00
Vendor Total		210.00		
FYTD for DURAN, BLANCA		1,974.00		
DUVAL, ROBERTA				
			Remit to: SUN CITY	CA
3/19/2012	211803	360.00		
			CPR/1ST AID/AED TRNG-CHILDS PL	360.00
Vendor Total		360.00		
FYTD for DUVAL, ROBERTA		2,110.00		
E DIAZ TRKG INC.				
			Remit to: LONG BEACH	CA
3/12/2012	211677	86.00		
			REFUND-CITATION FEE	86.00
Vendor Total		86.00		
FYTD for E DIAZ TRKG INC.		86.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
E.R. BLOCK PLUMBING & HEATING, INC.				
			<u>Remit to:</u> RIVERSIDE	CA
3/12/2012	884764	1,104.78		
			BACKFLOW DEVICE TEST-PSB	40.00
			BACKFLOW DEVICE TEST--CFD #1	193.88
			BACKFLOW DEVICE TEST--CONTRACT	40.00
			BACKFLOW DEVICE TEST--PARKS	40.00
			BACKFLOW TESTING-CONTRACT AREA	420.00
			BACKFLOW TESTING-CONTRACT AREA	370.90
3/19/2012	211804	100.00		
			BACKFLOW PREVENTER TESTING	20.00
			BACKFLOW TESTING-ZONE M	60.00
			BACKFLOW TESTING-ZONE D	20.00
3/26/2012	884806	1,408.92		
			BACKFLOW DEVICE PARTS-STN 48	80.81
			BACKFLOW DEVICE TESTS	40.00
			NEW BACKFLOW DEVICE-T19208	879.61
			REPLACE BACKFLOW DEVICE	388.50
			BACKFLOW DEVICE TESTS-STN 58	20.00
Vendor Total		2,613.70		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.		36,159.24		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT			<u>Remit to:</u> PERRIS	CA
3/5/2012	211569	18,126.44		
			WATER CHARGES	341.25
			WATER CHARGES	293.97
			WATER CHARGES	507.45
			WATER CHARGES	6,224.55
			WATER CHARGES	636.15
			WATER CHARGES	3,464.61
			WATER CHARGES	2,753.40
			WATER CHARGES	1,889.18
			WATER CHARGES	26.08
			WATER CHARGES	203.79
			WATER CHARGES	123.69
			WATER CHARGES	239.15
			WATER CHARGES	252.84
			WATER CHARGES	444.13
			WATER CHARGES	345.89
			WATER CHARGES	222.75
			WATER CHARGES	83.31
			WATER CHARGES	74.25
3/12/2012	211678	2,304.80		
			WATER CHARGES	531.13
			WATER CHARGES	1,125.00
			WATER CHARGES	375.71
			WATER CHARGES	130.13
			WATER CHARGES	84.92
			WATER CHARGES	57.91
3/26/2012	211923	21,396.14		
			WATER CHARGES	774.48
			WATER CHARGES	158.59
			WATER CHARGES	5,829.73
			WATER CHARGES	1,607.33
			WATER CHARGES	857.89
			WATER CHARGES	2,107.51
			WATER CHARGES	4,587.66
			WATER CHARGES	1,242.26
			WATER CHARGES	965.06
			WATER CHARGES	1,165.47
			WATER CHARGES	480.66
			WATER CHARGES	237.05
			WATER CHARGES	98.73
			WATER CHARGES	576.74
			WATER CHARGES	706.98
Vendor Total		41,827.38		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		1,091,656.13		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EDGELANE MOBILE PARK				
			<u>Remit to:</u> LOS ANGELES CA	
3/19/2012	211806	34.15		
			REFUND-UUT EXEMPTION	34.15
Vendor Total		34.15		
FYTD for EDGELANE MOBILE PARK		353.66		
EES CONSULTING, INC.				
			<u>Remit to:</u> KIRKLAND WA	
3/5/2012	211570	3,500.00		
			LINE EXT STUDY/REIMBURSMT-MVU	3,500.00
3/26/2012	211924	19,957.00		
			CONSULTING SVCS-MVU	19,957.00
Vendor Total		23,457.00		
FYTD for EES CONSULTING, INC.		31,717.00		
EGGERSTEN, ANNE				
			<u>Remit to:</u> RANCHO MIRAGE CA	
3/5/2012	211571	320.43		
			RETIREE MED MAR '12	320.43
Vendor Total		320.43		
FYTD for EGGERSTEN, ANNE		2,915.25		
ELEVEN WESTERN BUILDERS, INC				
			<u>Remit to:</u> ESCONDIDO CA	
3/26/2012	211925	44.00		
			REFUND-BUS. LIC OVRPMT	44.00
Vendor Total		44.00		
FYTD for ELEVEN WESTERN BUILDERS, INC		44.00		
ELSWORTH PLAZA, LLC				
			<u>Remit to:</u> MORENO VALLEY CA	
3/12/2012	211679	89.78		
			REFUND-BUS. LIC OVRPMT	89.78
Vendor Total		89.78		
FYTD for ELSWORTH PLAZA, LLC		89.78		
ENCINAS, ADRIAN				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	211572	34.00		
			REFUND-CANCELED CONTRACT CLASS	34.00
Vendor Total		34.00		
FYTD for ENCINAS, ADRIAN		34.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ENCO UTILITY SERVICES MORENO VALLEY LLC				
			<u>Remit to:</u> ANAHEIM CA	
3/5/2012	884680	30.43		
			WORK AUTHORIZATION # 40-221	30.43
3/19/2012	211807	16,941.34		
			WORK AUTHORIZATION # 40-243A	76.08
			WORK AUTHORIZATION # 40-250B	1,532.45
			WORK AUTHORIZATION # 40-249B	1,413.45
			ELECTRIC METER CHARGES	5,320.00
			WORK AUTHORIZATION # 40-251B	1,158.51
			WORK AUTHORIZATION # 40-262	6,432.62
			MORRISON FS ELECTR SVC WORK	382.67
			NASON BRIDGE TO FIR ST. BB	46.68
			MOR BEACH BRIDGE TO EUCALYP BB	186.70
			HEACOCK ST BRIDGE NEW CONDUITS	392.18
Vendor Total		16,971.77		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		2,071,340.66		
ENVIRONMENTAL & REGULATORY SPECIALST,INC				
			<u>Remit to:</u> NEWPORT BEACH CA	
3/5/2012	884681	580.00		
			PROFESSNL SVCS-HEACOCK CHNL	580.00
Vendor Total		580.00		
FYTD for ENVIRONMENTAL & REGULATORY SPECIALST,INC		2,320.00		
ESCOBAR, SANDRA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/12/2012	211680	50.00		
			REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for ESCOBAR, SANDRA		95.00		
ESTRADA, JOSE L.				
			<u>Remit to:</u> CARPINTERIA CA	
3/12/2012	211681	269.00		
			REFUND-CITATION FEE	163.50
			REFUND-CITATION FEE OVERPYMT	105.50
Vendor Total		269.00		
FYTD for ESTRADA, JOSE L.		269.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EVANS ENGRAVING & AWARDS				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	884682	24.79	PLAQUE-EAGLE SCOUT PROJECT	24.79
3/19/2012	211808	15.08	2X9 WALNUT WOOD GRAIN NAMPLATE CALIF SALES TAX @ 7.75%	14.00 1.08
3/26/2012	884808	30.17	PLAQUE-FIREFIGHTER OF THE YR	30.17
Vendor Total		70.04		
FYTD for EVANS ENGRAVING & AWARDS		1,194.51		
EWING IRRIGATION PRODUCTS, INC.				
			<u>Remit to:</u> PHOENIX AZ	
3/26/2012	211926	205.38	IRRIGATION PARTS/SUPPLY-PARKS IRRIGATION PARTS/SUPPLY-PARKS IRRIGATION PARTS/SUPPLY-PARKS	90.26 65.13 49.99
Vendor Total		205.38		
FYTD for EWING IRRIGATION PRODUCTS, INC.		10,881.78		
EXCEL LANDSCAPE, INC				
			<u>Remit to:</u> CORONA CA	
3/19/2012	211809	8,174.16	LANDSCAPE MAINT-ZONE E-7 LANDSCAPE MAINT-WQCB	2,777.17 5,396.99
3/26/2012	211927	1,636.50	LANDSCAPE MAINT-ZONE E-7 LANDSCAPE MAINT-ZONE E-7	630.00 1,006.50
Vendor Total		9,810.66		
FYTD for EXCEL LANDSCAPE, INC		75,460.45		
EXTRA MILE CHEVRON				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	211928	34.25	REFUND-BUS. LIC OVRPMT	34.25
Vendor Total		34.25		
FYTD for EXTRA MILE CHEVRON		34.25		
FAIR HOUSING COUNCIL OF RIV CO, INC.				
			<u>Remit to:</u> RIVERSIDE CA	
3/12/2012	884765	2,184.24	FAIR HOUSING DISCRIMNATN PRGRM	2,184.24
Vendor Total		2,184.24		
FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.		52,575.59		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FALLEN OFFICERS FUND				
			<u>Remit to:</u> CHULA VISTA	CA
3/26/2012	211929	80.00	SO. CA GANG CONF/MAY 29-31	80.00
Vendor Total		80.00		
FYTD for FALLEN OFFICERS FUND		80.00		
FEENSTRA, JOHN				
			<u>Remit to:</u> REDLANDS	CA
3/5/2012	884683	361.25	RETIREE MED MAR '12	361.25
Vendor Total		361.25		
FYTD for FEENSTRA, JOHN		3,251.25		
FIRST AMERICAN CORE LOGIC, INC.				
			<u>Remit to:</u> SANTA ANA	CA
3/26/2012	211931	640.00	ONLINE PROPERTY INFO-CODE	313.00
			ONLINE PROPERTY INFO-CEDD	157.00
			ONLINE PROPERTY INFO-NSP	170.00
Vendor Total		640.00		
FYTD for FIRST AMERICAN CORE LOGIC, INC.		5,346.00		
FIRST CHOICE SERVICES				
			<u>Remit to:</u> ONTARIO	CA
3/26/2012	884809	645.24	COFFEE SVCS-EMPLOYEE PAID	134.36
			COFFEE SVCS-EMPLOYEE PAID	157.83
			COFFEE SVCS-EMPLOYEE PAID	14.41
			COFFEE SVCS-EMPLOYEE PAID	187.18
			COFFEE SVCS-EMPLOYEE PAID	93.08
			COFFEE SVCS-EMPLOYEE PAID	58.38
Vendor Total		645.24		
FYTD for FIRST CHOICE SERVICES		6,764.69		
FITNESS 19 CA 155 11C				
			<u>Remit to:</u> MORENO VALLEY	CA
3/26/2012	211932	224.00	GYM MEMBERSHIP DEDUCTIONS	224.00
Vendor Total		224.00		
FYTD for FITNESS 19 CA 155 11C		2,032.00		
FOSTER, JAMES BARRY				
			<u>Remit to:</u> RIVERSIDE	CA
3/5/2012	211573	110.00	DEC 27-29 BUSINESS MTG/SEATTLE	110.00
3/12/2012	211682	106.50	PER DIEM-ICSC MONTEREY	106.50
Vendor Total		216.50		
FYTD for FOSTER, JAMES BARRY		548.55		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FOSTER, NANCY A.				
			<u>Remit to:</u> MORENO VALLEY	CA
3/5/2012	884684	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for FOSTER, NANCY A.		2,868.57		
FRANCHISE TAX BOARD				
			<u>Remit to:</u> SACRAMENTO	CA
3/12/2012	211683	304.35	GARNISHMENT	304.35
3/26/2012	211933	931.68	GARNISHMENT	153.12
			GARNISHMENT	25.00
			GARNISHMENT	568.56
			GARNISHMENT	150.00
			GARNISHMENT	35.00
Vendor Total		1,236.03		
FYTD for FRANCHISE TAX BOARD		6,453.63		
FRANCO, STEPHANIE				
			<u>Remit to:</u> MENIFEE	CA
3/12/2012	211684	56.00	REFUND-VARIOUS A/C FEES	30.00
			REFUND-VARIOUS A/C FEES	10.00
			REFUND-VARIOUS A/C FEES	16.00
Vendor Total		56.00		
FYTD for FRANCO, STEPHANIE		56.00		
FRANKLIN, L. C.				
			<u>Remit to:</u> PERRIS	CA
3/12/2012	211685	207.57	MILEAGE REIMBURSEMENT	207.57
Vendor Total		207.57		
FYTD for FRANKLIN, L. C.		1,515.32		
FRAZEE INDUSTRIES, INC				
			<u>Remit to:</u> MORENO VALLEY	CA
3/5/2012	211574	3,214.00	PAINT/SUPPLIES-GRAFFITI RMVL	1,836.85
			PAINT/SUPPLIES-GRAFFITI RMVL	512.89
			PAINT/SUPPLIES-GRAFFITI RMVL	864.26
3/12/2012	211686	90.00	REFUND-BUS. LIC OVRPMT	90.00
3/19/2012	211810	782.99	PAINT/SUPPLIES-GRAFFITI RMVL	782.99
3/26/2012	211934	814.33	PAINT/SUPPLIES-GRAFFITI RMVL	814.33
Vendor Total		4,901.32		
FYTD for FRAZEE INDUSTRIES, INC		41,939.05		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FREDERICK ROOFING				
3/26/2012	211935	24.74	Remit to: MORENO VALLEY CA REFUND-BUS. LIC OVRPMT	24.74
Vendor Total		24.74		
FYTD for FREDERICK ROOFING		24.74		
FRED'S GLASS & MIRROR, INC.				
3/5/2012	211575	1,407.95	Remit to: RIVERSIDE CA BOARD UP/REPLACE GLASS-SDA	1,407.95
Vendor Total		1,407.95		
FYTD for FRED'S GLASS & MIRROR, INC.		5,003.04		
FRESQUEZ, JOHN				
3/5/2012	211576	60.00	Remit to: MORENO VALLEY CA SPORTS OFFICIATING SVCS	60.00
Vendor Total		60.00		
FYTD for FRESQUEZ, JOHN		1,280.00		
FRICK, CRAIG R.				
3/5/2012	211577	192.85	Remit to: NUEVO CA TRAVEL EXP. REIMB-CALBO TRNG TRAVEL EXP. REIMB-CALBO TRNG TRAVEL EXP. REIMB-CALBO TRNG	101.46 82.39 9.00
Vendor Total		192.85		
FYTD for FRICK, CRAIG R.		192.85		
FUSON, GAIL				
3/5/2012	211578	48.00	Remit to: MORENO VALLEY CA UNCLAIMED CHECK REISSUANCE UNCLAIMED CHECK REISSUANCE	50.00 -2.00
Vendor Total		48.00		
FYTD for FUSON, GAIL		48.00		
GALLS INC., INLAND UNIFORM				
3/12/2012	211687	1,365.18	Remit to: RIVERSIDE CA SCORPION MICRO DV RCRDR-POLICE SALES TAX UNIFORMS-POLICE TRAFFIC	860.00 66.65 438.53
Vendor Total		1,365.18		
FYTD for GALLS INC., INLAND UNIFORM		7,637.28		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GARCIA'S GARDENING				
			<u>Remit to:</u> MORENO VALLEY	CA
3/26/2012	211936	24.73		
			REFUND-BUS. LIC OVRPMT	24.73
Vendor Total		24.73		
FYTD for GARCIA'S GARDENING		24.73		
GENERAL SECURITY SERVICES, INC.				
			<u>Remit to:</u> WILMINGTON	CA
3/5/2012	211579	414.18		
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-TOWNGATE CNTR	107.38
3/12/2012	211688	76.70		
			SECURITY SVCS-TWNGATE RENTALS	76.70
3/19/2012	211811	1,503.32		
			SECURITY SVCS-CRC	506.22
			SECURITY SVCS-CRC	199.42
			SECURITY SVCS-CRC	260.78
			SECURITY SVCS-TOWNGATE CTR	76.70
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-MVU ANNEX	153.40
3/26/2012	211937	552.24		
			SECURITY SVCS-CITY HALL	61.36
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	245.44
			SECURITY SVCS-LIBRARY	122.72
Vendor Total		2,546.44		
FYTD for GENERAL SECURITY SERVICES, INC.		38,725.90		
GHANTIWALA, PRAVIN				
			<u>Remit to:</u> WALNUT	CA
3/5/2012	884685	2,565.00		
			ENGINEERING/DESIGN SVCS	2,565.00
3/19/2012	211812	3,420.00		
			ENGINEERING/DESIGN SVCS	3,420.00
Vendor Total		5,985.00		
FYTD for GHANTIWALA, PRAVIN		26,505.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
			<u>Remit to:</u> LOS ANGELES CA	
3/5/2012	884686	3,709.22		
			LEGAL SVCS	3,599.22
			LEGAL SVCS	110.00
3/12/2012	884766	4,124.50		
			LEGAL SVCS	2,011.90
			LEGAL SVCS	1,476.60
			LEGAL SVCS	636.00
3/19/2012	211813	7,756.02		
			LEGAL SVCS	6,249.21
			LEGAL SVCS	1,506.81
Vendor Total		15,589.74		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		223,008.02		
GINA CRUZ, DO				
			<u>Remit to:</u> REDLANDS CA	
3/5/2012	211580	45.00		
			REFUND-BUS. LIC OVRPMT	45.00
Vendor Total		45.00		
FYTD for GINA CRUZ, DO		45.00		
GODFREY, JANET				
			<u>Remit to:</u> MORENO VALLEY CA	
3/19/2012	211814	95.00		
			REFUND-RABIES/NEUTER DEPOSITS	20.00
			REFUND-RABIES/NEUTER DEPOSITS	75.00
Vendor Total		95.00		
FYTD for GODFREY, JANET		95.00		
GOD'S HELPING HAND				
			<u>Remit to:</u> MENIFEE CA	
3/26/2012	884810	1,425.00		
			FOOD BANK PRGRM	712.50
			FOOD BANK PRGRM	712.50
Vendor Total		1,425.00		
FYTD for GOD'S HELPING HAND		8,025.00		
GONG ENTERPRISES, INC.				
			<u>Remit to:</u> HUNTINGTON BEACH CA	
3/26/2012	211938	9,965.50		
			PLAN CHECK SVCS-PM34577	205.50
			PLAN CHECK SVCS-FINAL PM35672	3,260.00
			PLAN CHECK SVCS-PM35672 DRAIN	6,500.00
Vendor Total		9,965.50		
FYTD for GONG ENTERPRISES, INC.		30,688.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GONZALES, DOMILENA R.				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	884687	637.46	RETIREE MED JAN/FEB12 PD MAR12	637.46
Vendor Total		637.46		
FYTD for GONZALES, DOMILENA R.		2,868.57		
GONZALEZ, JANELLE				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	211939	42.00	REFUND-ZUMBA CLASS	42.00
Vendor Total		42.00		
FYTD for GONZALEZ, JANELLE		42.00		
GOZDECKI, DAN				
			<u>Remit to:</u> MORENO VALLEY CA	
3/19/2012	211815	675.00	INSTRUCTOR SVCS-KUNG FU/YOUTH	513.00
			INSTRUCTOR SVCS-KUNG FU/ADULT	162.00
Vendor Total		675.00		
FYTD for GOZDECKI, DAN		5,338.13		
GREENE, MATTHEW				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	211581	27.00	SPORTS OFFICIATING SVCS	54.00
			50% WITHHOLDING FOR CSS ORDER	-27.00
Vendor Total		27.00		
FYTD for GREENE, MATTHEW		909.00		
GRIFFIN, MARLENE C				
			<u>Remit to:</u> GREEN VALLEY AZ	
3/5/2012	884688	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for GRIFFIN, MARLENE C		2,868.57		
GUADARRAMA, OSCAR				
			<u>Remit to:</u> MORENO VALLEY CA	
3/12/2012	211689	57.50	REFUND-CITATION FEE	57.50
Vendor Total		57.50		
FYTD for GUADARRAMA, OSCAR		57.50		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GUARDSMARK				
			<u>Remit to:</u> RANCHO CUCAMONGA CA	
3/26/2012	211940	1,696.70		
			SECURITY SVCS-CITY HALL	357.20
			SECURITY SVCS-CITY HALL	357.20
			SECURITY SVCS-CITY HALL	357.20
			SECURITY SVCS-CITY HALL	267.90
			SECURITY SVCS-CITY HALL	357.20
	Vendor Total	1,696.70		
FYTD for GUARDSMARK		20,123.76		
GUILIANO, MARIA				
			<u>Remit to:</u> TEMECULA CA	
3/26/2012	211941	156.00		
			INSTRUCTOR SVCS-ZUMBA	156.00
	Vendor Total	156.00		
FYTD for GUILIANO, MARIA		1,136.40		
GUILLAN, REBECCA S.				
			<u>Remit to:</u> ADVANCE NC	
3/5/2012	884689	529.06		
			RETIREE MED FEB/MAR12 PD MAR12	529.06
	Vendor Total	529.06		
FYTD for GUILLAN, REBECCA S.		2,743.95		
GUILLEN, RUTH				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	884690	61.75		
			RETIREE MED FEB 12, PD MAR 12	61.75
	Vendor Total	61.75		
FYTD for GUILLEN, RUTH		545.90		
GUTIERREZ, ROBERT				
			<u>Remit to:</u> LA VERNE CA	
3/5/2012	884691	318.73		
			RETIREE MED MAR '12	318.73
	Vendor Total	318.73		
FYTD for GUTIERREZ, ROBERT		2,868.57		
GUZMAN'S CART SERVICE				
			<u>Remit to:</u> RIVERSIDE CA	
3/26/2012	884811	4,049.00		
			SHOPPING CART RETRIVAL SVC	4,049.00
	Vendor Total	4,049.00		
FYTD for GUZMAN'S CART SERVICE		36,441.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
H & R BLOCK				
			Remit to: KANSAS	CA
3/26/2012	211942	191.05		
			REFUND-BUS. LIC OVRPMT	94.05
			REFUND-BUS. LIC OVRPMT	97.00
	Vendor Total	191.05		
FYTD for H & R BLOCK		191.05		
H & S OVERHEAD DOOR CO, INC				
			Remit to: MISSION VIEJO	CA
3/26/2012	211943	37.99		
			REFUND-BUS. LIC OVRPMT	37.99
	Vendor Total	37.99		
FYTD for H & S OVERHEAD DOOR CO, INC		37.99		
HABITAT FOR HUMANITY RIVERSIDE				
			Remit to: RIVERSIDE	CA
3/26/2012	211944	314.87		
			MOBILEHOME REPAIR PRGRM	314.87
	Vendor Total	314.87		
FYTD for HABITAT FOR HUMANITY RIVERSIDE		11,768.01		
HAMLIN, WILLIAM R.				
			Remit to: BEAUMONT	CA
3/5/2012	884692	318.73		
			RETIREE MED MAR '12	318.73
	Vendor Total	318.73		
FYTD for HAMLIN, WILLIAM R.		2,868.57		
HANES, MARTIN D.				
			Remit to: MORENO VALLEY	CA
3/5/2012	884693	318.73		
			RETIREE MED MAR '12	318.73
	Vendor Total	318.73		
FYTD for HANES, MARTIN D.		2,868.57		
HARBOR FREIGHT				
			Remit to: CALABASAS	CA
3/26/2012	211945	30.00		
			REFUND-FALSE ALARM DUPL PYMT	30.00
	Vendor Total	30.00		
FYTD for HARBOR FREIGHT		30.00		
HARDING, JOHN S.				
			Remit to: BANNING	CA
3/5/2012	211582	318.73		
			RETIREE MED MAR '12	318.73
	Vendor Total	318.73		
FYTD for HARDING, JOHN S.		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HARKNESS, VERSHALL				
			Remit to: MORENO VALLEY	CA
3/26/2012	211946	52.00	REFUND-DRUM CLASS	52.00
Vendor Total		52.00		
FYTD for HARKNESS, VERSHALL		113.00		
HARRINGTON DECORATING COMPANY, INC				
			Remit to: HUNTINGTON BEACH	CA
3/19/2012	211816	2,430.00	BANNER INSTALLATION IN ZONE S	2,430.00
Vendor Total		2,430.00		
FYTD for HARRINGTON DECORATING COMPANY, INC		4,860.00		
HARRIS & ASSOCIATES, INC.				
			Remit to: IRVINE	CA
3/26/2012	884812	1,026.40	PLAN CHECK SVCS-PM32716	1,026.40
Vendor Total		1,026.40		
FYTD for HARRIS & ASSOCIATES, INC.		14,362.27		
HARRIS, THOMAS E.				
			Remit to: MORENO VALLEY	CA
3/12/2012	211690	57.50	REFUND-CITATION FEE	57.50
Vendor Total		57.50		
FYTD for HARRIS, THOMAS E.		57.50		
HARTMANN, RICK				
			Remit to: SAN DIMAS	CA
3/5/2012	211583	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for HARTMANN, RICK		31,493.57		
HATFIELD, CHARLES				
			Remit to: LAS VEGAS	NV
3/5/2012	884694	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for HATFIELD, CHARLES		3,187.30		
HAYWARD TILTON & ROLAPP INS. ASSOC., INC				
			Remit to: ANAHEIM	CA
3/21/2012	211888	10,118.50	EARTHQUAKE INS.-SUBSTATION	10,118.50
Vendor Total		10,118.50		
FYTD for HAYWARD TILTON & ROLAPP INS. ASSOC., INC		10,118.50		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HDL COREN & CONE				
			<u>Remit to:</u> DIAMOND BAR CA	
3/12/2012	211691	4,387.50		
			CONTRACT SVCS-PROPERTY TAX	4,387.50
Vendor Total		4,387.50		
FYTD for HDL COREN & CONE		13,162.50		
HEALD, DENA				
			<u>Remit to:</u> CORONA CA	
3/12/2012	211692	124.91		
			MILEAGE/PARKING-CSMFO CONF.	94.91
			MILEAGE/PARKING-CSMFO CONF.	30.00
Vendor Total		124.91		
FYTD for HEALD, DENA		124.91		
HEFFLEY, ROSS W.				
			<u>Remit to:</u> HEMET CA	
3/5/2012	884695	318.73		
			RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for HEFFLEY, ROSS W.		2,868.57		
HEISTERBERG, ANTHONY				
			<u>Remit to:</u> ANZA CA	
3/5/2012	211584	1,953.84		
			RETIREE MED JUN-DEC'11,JAN'12,	1,953.84
Vendor Total		1,953.84		
FYTD for HEISTERBERG, ANTHONY		1,953.84		
HENDERSON, GINA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	211947	1,410.00		
			TUITION REIMBURSEMENT	1,410.00
Vendor Total		1,410.00		
FYTD for HENDERSON, GINA		1,410.00		
HENDERSON, NICHOLAS J.				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	211585	192.85		
			TRAVEL EXP. REIMB-CALBO TRNG	101.46
			TRAVEL EXP. REIMB-CALBO TRNG	82.39
			TRAVEL EXP. REIMB-CALBO TRNG	9.00
Vendor Total		192.85		
FYTD for HENDERSON, NICHOLAS J.		192.85		
HERNANDEZ, MARIA DELROCIO				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	211948	236.00		
			REIMB. FTB INTERCEPT-CITATION	236.00
Vendor Total		236.00		
FYTD for HERNANDEZ, MARIA DELROCIO		236.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HERRICK, ROBERT D.				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	211586	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for HERRICK, ROBERT D.		2,868.57		
HETHERMAN, ANTHONY CHRISTOPHER				
			<u>Remit to:</u> TEMECULA CA	
3/12/2012	884767	261.86	TRAVEL EXP.-CPRS CONFERENCE	84.36
			TRAVEL EXP.-CPRS CONFERENCE	177.50
Vendor Total		261.86		
FYTD for HETHERMAN, ANTHONY CHRISTOPHER		291.28		
HEVERAN, DENISE				
			<u>Remit to:</u> MORENO VALLEY CA	
3/19/2012	211817	58.00	REFUND-BUS. LIC OVRPMT	58.00
Vendor Total		58.00		
FYTD for HEVERAN, DENISE		58.00		
HIGHLAND FAIRVIEW PROPERTIES				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	211949	489.00	REFUND-METER DUPLICATE PYMNT	489.00
Vendor Total		489.00		
FYTD for HIGHLAND FAIRVIEW PROPERTIES		63,761.44		
HILLSIDE MOTORS				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	211587	58.00	REFUND-BUS. LIC OVRPMT	58.00
Vendor Total		58.00		
FYTD for HILLSIDE MOTORS		58.00		
HLP, INC.				
			<u>Remit to:</u> LITTLETON CO	
3/19/2012	211818	8,840.00	WEB LICENSE PROCESSING SVCS	5,000.00
			ANNUAL SERVICE FEE	3,840.00
Vendor Total		8,840.00		
FYTD for HLP, INC.		31,424.80		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HONDA YAMAHA OF REDLANDS				
			Remit to: REDLANDS	CA
3/12/2012	884769	3,111.20		
			MOTORCYCLE MAINT/REPAIR-POLICE	328.00
			MOTORCYCLE PARTS-POLICE	1,530.51
			MOTORCYCLE MAINT/REPAIR-POLICE	21.00
			MOTORCYCLE PARTS-POLICE	44.60
			MOTORCYCLE MAINT/REPAIR-POLICE	99.75
			MOTORCYCLE PARTS-POLICE	311.35
			MOTORCYCLE MAINT/REPAIR-POLICE	126.75
			MOTORCYCLE PARTS-POLICE	210.65
			MOTORCYCLE MAINT/REPAIR-POLICE	315.00
			MOTORCYCLE PARTS-POLICE	123.59
3/19/2012	211819	547.56		
			MOTORCYCLE MAINT/REPAIR-POLICE	147.75
			MOTORCYCLE PARTS-POLICE	399.81
Vendor Total		3,658.76		
FYTD for HONDA YAMAHA OF REDLANDS		32,726.00		
HOUSER, EDITH E.				
			Remit to: MORENO VALLEY	CA
3/5/2012	211588	318.73		
			RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for HOUSER, EDITH E.		2,868.57		
HUITT-ZOLLARS, INC				
			Remit to: DALLAS	TX
3/26/2012	211950	62.90		
			REFUND-BUS. LIC OVRPMT	62.90
Vendor Total		62.90		
FYTD for HUITT-ZOLLARS, INC		62.90		
HUNTER, MAURICE				
			Remit to: MORENO VALLEY	CA
3/19/2012	211820	200.00		
			REFUND-DEPOSIT TOWNGATE CTR	200.00
Vendor Total		200.00		
FYTD for HUNTER, MAURICE		200.00		
HUNTER, PHUONG				
			Remit to: MORENO VALLEY	CA
3/19/2012	211821	226.47		
			MILEAGE/PARKING-CWEA P3S CONF.	226.47
Vendor Total		226.47		
FYTD for HUNTER, PHUONG		226.47		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HUNTINGTON BEACH HONDA				
3/19/2012	211822	5,607.89	<u>Remit to:</u> HUNTINGTON BEACH CA	
			MOTORCYCLE REPAIR-LABOR	1,360.00
			MOTORCYCLE REPAIR-PARTS	4,247.89
Vendor Total		5,607.89		
FYTD for HUNTINGTON BEACH HONDA		5,607.89		
ICMA RETIREMENT CORP 457				
3/23/2012	3047	8,275.01	<u>Remit to:</u> BALTIMORE MD	
			DEF COMP 457 3/23/12	8,275.01
Vendor Total		8,275.01		
FYTD for ICMA RETIREMENT CORP 457		219,530.79		
ICR DOORS				
3/12/2012	884770	163.75	<u>Remit to:</u> SAN BERNARDINO CA	
			AUTO GATE MAINT-PSB	163.75
Vendor Total		163.75		
FYTD for ICR DOORS		2,065.50		
IL SORRENTO MOBILE PARK				
3/12/2012	211693	162.40	<u>Remit to:</u> MORENO VALLEY CA	
			REFUND-UUT EXEMPT RESIDENTS	162.40
Vendor Total		162.40		
FYTD for IL SORRENTO MOBILE PARK		831.81		
IMAGE				
3/5/2012	211589	29.47	<u>Remit to:</u> GARDEN GROVE CA	
			REFUND-BUS. LIC OVRPMT	29.47
Vendor Total		29.47		
FYTD for IMAGE		29.47		
ING USA ANNUITY & LIFE INSURANCE CO.				
3/12/2012	211694	400.00	<u>Remit to:</u> DES MOINES IA	
			NON-EXEMPT ANNUITY	400.00
Vendor Total		400.00		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.		3,825.00		
INLAND CARPET CLEANING				
3/12/2012	211695	21.34	<u>Remit to:</u> MORENO VALLEY CA	
			REFUND-BUS. LIC OVRPMT	21.34
Vendor Total		21.34		
FYTD for INLAND CARPET CLEANING		21.34		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INLAND EMPIRE MAGAZINE				
3/19/2012	211823	1,095.00	Remit to: RIVERSIDE CA BRIDAL AD PLACEMENT	1,095.00
Vendor Total		1,095.00		
FYTD for INLAND EMPIRE MAGAZINE		1,990.00		
INLAND EMPIRE PROPERTY SERVICE, INC				
3/26/2012	884813	936.33	Remit to: MORENO VALLEY CA NUISANCE ABATEMENT-CODE	279.33
			NUISANCE ABATEMENT-CODE	65.00
			NUISANCE ABATEMENT-CODE	327.50
			NUISANCE ABATEMENT-CODE	136.50
			NUISANCE ABATEMENT-CODE	128.00
Vendor Total		936.33		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC		58,704.46		
INSIDE PLANTS, INC.				
3/19/2012	211824	320.00	Remit to: CORONA CA PLANT MAINTENANCE AT CRC	320.00
Vendor Total		320.00		
FYTD for INSIDE PLANTS, INC.		2,880.00		
INTEGRITY PLUMBING				
3/26/2012	211951	82.40	Remit to: MORENO VALLEY CA REFUND-BUS. LIC OVRPMT	82.40
Vendor Total		82.40		
FYTD for INTEGRITY PLUMBING		82.40		
INTELLICALL OPERATOR SERVICES, INC				
3/12/2012	211696	25.47	Remit to: ATLANTA GA REFUND-BUS. LIC OVRPMT	25.47
Vendor Total		25.47		
FYTD for INTELLICALL OPERATOR SERVICES, INC		25.47		
INTER CITY ENERGY SYSTEMS				
3/26/2012	211952	55.32	Remit to: SANTA FE SPRINGS CA REFUND-BUS. LIC OVRPMT	55.32
Vendor Total		55.32		
FYTD for INTER CITY ENERGY SYSTEMS		55.32		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INTERNATIONAL CODE COUNCIL, INC.				
			<u>Remit to:</u> CHICAGO IL	
3/26/2012	211953	232.58		
			MANUAL/COMMENTARY COMBO	232.58
Vendor Total		232.58		
FYTD for INTERNATIONAL CODE COUNCIL, INC.		232.58		
INTERNATIONAL PAVING SERVICES, INC				
			<u>Remit to:</u> SAN BERNARDINO CA	
3/26/2012	211954	92.06		
			REFUND-BUS. LIC OVRPMT	92.06
Vendor Total		92.06		
FYTD for INTERNATIONAL PAVING SERVICES, INC		92.06		
IRON MOUNTAIN INTELLECTUAL PROPERTY MGMT				
			<u>Remit to:</u> NORCROSS GA	
3/12/2012	884771	800.00		
			ESCROW ACCOUNT FOR ERP	800.00
Vendor Total		800.00		
FYTD for IRON MOUNTAIN INTELLECTUAL PROPERTY MGMT		800.00		
IRON MOUNTAIN OFF-SITE DATA PROTECTION				
			<u>Remit to:</u> CERRITOS CA	
3/5/2012	211590	966.96		
			DATA TAPE OFFSITE STORAGE	966.96
3/26/2012	211955	1,029.75		
			DATA TAPE OFFSITE STORAGE	1,029.75
Vendor Total		1,996.71		
FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION		9,222.09		
ISG INFRASYS				
			<u>Remit to:</u> LAWRENCEVILLE GA	
3/5/2012	211591	1,500.30		
			REPAIR THERMAL IMAGING CAMERA	1,160.30
			REPAIR THERMAL IMAGING CAMERA	340.00
Vendor Total		1,500.30		
FYTD for ISG INFRASYS		4,803.36		
J D H CONTRACTING				
			<u>Remit to:</u> RIVERSIDE CA	
3/26/2012	884814	10,769.50		
			CITY HALL FRONT ENTRY WORK	3,041.00
			CONSTRUCT NEW PATIO @ GOLF CRS	7,728.50
Vendor Total		10,769.50		
FYTD for J D H CONTRACTING		46,594.50		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
J D H CONTRACTING				
			Remit to: RIVERSIDE	CA
3/26/2012	211956	26.74		
			REFUND-BUS. LIC OVRPMT	26.74
Vendor Total		26.74		
FYTD for J D H CONTRACTING		26.74		
JACKSON, JERAMY				
			Remit to: REDLANDS	CA
3/19/2012	211825	226.47		
			MILEAGE/PARKING-CWEA P3S CONF.	226.47
Vendor Total		226.47		
FYTD for JACKSON, JERAMY		226.47		
JANNEY & JANNEY ATTORNEY SVCS, INC.				
			Remit to: RIVERSIDE	CA
3/12/2012	211697	75.00		
			COURIER SVCS	75.00
Vendor Total		75.00		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.		1,239.00		
JARRETT, STEPHEN M.				
			Remit to: YUCAIPA	CA
3/12/2012	211698	12.10		
			REIMB.-ESRI REG. USER CONF.	12.10
Vendor Total		12.10		
FYTD for JARRETT, STEPHEN M.		498.01		
JDEDGE SOFTWARE, LLC				
			Remit to: KRUGERVILLE	TX
3/5/2012	884696	4,477.32		
			AP-AR-PURCHASING CONVERSION	4,477.32
3/12/2012	884772	11,910.00		
			ERP CONVERSION	5,725.00
			ERP CONVERSION	6,185.00
3/26/2012	884815	4,725.16		
			ERP CONVERSION-TRAVEL EXPENSES	900.16
			ERP CONVERSION SVCS	3,825.00
Vendor Total		21,112.48		
FYTD for JDEDGE SOFTWARE, LLC		116,661.90		
JEFF RILEY GRADING				
			Remit to: BLOOMINGTON	CA
3/5/2012	211592	54.75		
			REFUND-BUS. LIC OVRPMT	54.75
Vendor Total		54.75		
FYTD for JEFF RILEY GRADING		54.75		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
JOHN DEL VALLE				
			<u>Remit to:</u> MORENO VALLEY CA	
3/19/2012	211826	100.00	PER DIEM-INTL. SECURITY CONF.	100.00
Vendor Total		100.00		
FYTD for JOHN DEL VALLE		100.00		
JOHN R BYERLY, INC				
			<u>Remit to:</u> BLOOMINGTON CA	
3/26/2012	211957	76.81	REFUND-BUS. LIC OVRPMT	76.81
Vendor Total		76.81		
FYTD for JOHN R BYERLY, INC		76.81		
JOHNSON, SHALVETTE				
			<u>Remit to:</u> MORENO VALLEY CA	
3/12/2012	211699	12,703.60	SOLAR INCENTIVE REBATE	12,703.60
Vendor Total		12,703.60		
FYTD for JOHNSON, SHALVETTE		12,703.60		
JONES, SUSAN				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	884697	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for JONES, SUSAN		2,868.57		
JTB SUPPLY CO., INC.				
			<u>Remit to:</u> ORANGE CA	
3/26/2012	884816	1,228.35	TRAFFIC SGNL MAINT SUPPLIES	1,228.35
Vendor Total		1,228.35		
FYTD for JTB SUPPLY CO., INC.		132,886.17		
K D'S DONUTS				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	211593	25.00	REFUND-BUS. LIC OVRPMT	25.00
Vendor Total		25.00		
FYTD for K D'S DONUTS		25.00		
KAISER FOUNDATION HEALTH PLAN				
			<u>Remit to:</u> CORONA CA	
3/19/2012	211827	326.00	UNCLAIMED B&S CHECK REISSUED	328.00
			UNCLAIMED B&S CHECK REISSUED	-2.00
Vendor Total		326.00		
FYTD for KAISER FOUNDATION HEALTH PLAN		326.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
KENNEYBREW, KIMBERLY				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	211958	62.00	REFUND-YOUTH FLAG FOOTBALL	62.00
Vendor Total		62.00		
FYTD for KENNEYBREW, KIMBERLY		62.00		
KINCAID DEVELOPMENT				
			<u>Remit to:</u> RIVERSIDE CA	
3/12/2012	211700	22.50	REFUND-BUS. LIC OVRPMT	22.50
Vendor Total		22.50		
FYTD for KINCAID DEVELOPMENT		22.50		
KING, PATRICIA A.				
			<u>Remit to:</u> LAS VEGAS NV	
3/5/2012	211594	271.44	RETIREE MED MAR '12	271.44
Vendor Total		271.44		
FYTD for KING, PATRICIA A.		2,421.60		
KOLB, CHARLES E.				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	884698	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for KOLB, CHARLES E.		2,868.57		
KOLLAR, KYLE				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	884699	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for KOLLAR, KYLE		2,868.57		
KUPSAK, STEVE				
			<u>Remit to:</u> CEDAR GLEN CA	
3/5/2012	884700	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for KUPSAK, STEVE		1,274.92		
KYLE, GARY M.				
			<u>Remit to:</u> PRESCOTT VALLEY AZ	
3/5/2012	884701	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for KYLE, GARY M.		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LA FOLLETTE, JOHNSON, DE HAAS, ET AL				
			<u>Remit to:</u> LOS ANGELES CA	
3/12/2012	211701	23,285.80		
			LEGAL SVCS	23,285.80
Vendor Total		23,285.80		
FYTD for LA FOLLETTE, JOHNSON, DE HAAS, ET AL		55,259.00		
LACAVA, DEANNA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/19/2012	211828	48.00		
			REISSUE UNCLMD CK DTD 4/30/09	50.00
			REISSUE UNCLMD CK DTD 4/30/09	-2.00
Vendor Total		48.00		
FYTD for LACAVA, DEANNA		48.00		
LADRIDO, MINCIE MICHELLE				
			<u>Remit to:</u> MORENO VALLEY CA	
3/19/2012	211829	2,487.50		
			FED RELOCATION ASSISTANCE	2,487.50
Vendor Total		2,487.50		
FYTD for LADRIDO, MINCIE MICHELLE		2,487.50		
LADY FOOT LOCKER #6515				
			<u>Remit to:</u> HARRISBURG PA	
3/26/2012	211959	88.55		
			REFUND-BUS. LIC OVRPMT	88.55
Vendor Total		88.55		
FYTD for LADY FOOT LOCKER #6515		88.55		
LAFATA, JOSEPHINE				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	884702	318.73		
			RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for LAFATA, JOSEPHINE		2,868.57		
LANCE, SOLL & LUNGHARD, LLP				
			<u>Remit to:</u> BREA CA	
3/5/2012	211595	3,240.00		
			CITY SINGLE AUDIT-FIELDWORK	3,240.00
3/12/2012	211702	11,376.00		
			CITY AUDIT & CAFR PREPARATION	11,376.00
3/26/2012	211960	2,200.00		
			COMM SVCS DIST. AUDIT-FINAL	2,200.00
Vendor Total		16,816.00		
FYTD for LANCE, SOLL & LUNGHARD, LLP		57,290.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LANGENDORF, BENJAMIN				
			<u>Remit to:</u> PERRIS	CA
3/5/2012	884703	254.59		
			RETIREE MED JAN 12, PD MAR 12	254.59
Vendor Total		254.59		
FYTD for LANGENDORF, BENJAMIN		2,003.53		
LANGSTON MOTORSPORTS				
			<u>Remit to:</u> PERRIS	CA
3/12/2012	211703	200.07		
			PD MOTORCYCLE REPAIR-LABOR	32.00
			PD MOTORCYCLE REPAIR-PARTS	168.07
Vendor Total		200.07		
FYTD for LANGSTON MOTORSPORTS		5,032.57		
LATHAM & WATKINS, LLP				
			<u>Remit to:</u> LOS ANGELES	CA
3/12/2012	211704	755.00		
			LEGAL SVCS-MAYFLD HOA (TR32505)	755.00
Vendor Total		755.00		
FYTD for LATHAM & WATKINS, LLP		3,800.73		
LAWLESS, CLARENCE				
			<u>Remit to:</u> MORENO VALLEY	CA
3/19/2012	211830	200.00		
			REFUND-DEPOSIT TOWNGATE CTR	132.83
			REFUND-DEPOSIT TOWNGATE CTR	67.17
Vendor Total		200.00		
FYTD for LAWLESS, CLARENCE		200.00		
LAWN TECH EQUIPMENT				
			<u>Remit to:</u> RIVERSIDE	CA
3/5/2012	884704	265.75		
			EQUIP REPAIR-TREE MAINT	148.10
			EQUIPMENT PARTS-TREE MAINT	117.65
Vendor Total		265.75		
FYTD for LAWN TECH EQUIPMENT		1,053.22		
LAYNE CHRISTENSEN COMPANY				
			<u>Remit to:</u> REDLANDS	CA
3/26/2012	211961	55.28		
			REFUND-BUS. LIC OVRPMT	55.28
Vendor Total		55.28		
FYTD for LAYNE CHRISTENSEN COMPANY		55.28		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV				
			<u>Remit to:</u> SACRAMENTO CA	
3/12/2012	211705	100.00	2012 MEMBERSHIP DUES	100.00
Vendor Total		100.00		
FYTD for LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV		225.00		
LEE, ANDREW				
			<u>Remit to:</u> PERRIS CA	
3/19/2012	211831	40.00	REFUND-RABIES DEPOSIT	20.00
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		40.00		
FYTD for LEE, ANDREW		40.00		
LEISURE ENTERPRISES				
			<u>Remit to:</u> MORENO VALLEY CA	
3/12/2012	211706	25.00	REFUND-BUS. LIC OVRPMT	25.00
Vendor Total		25.00		
FYTD for LEISURE ENTERPRISES		25.00		
LEVERAGE INFORMATION SYSTEMS				
			<u>Remit to:</u> ONTARIO CA	
3/26/2012	211962	19,156.65	CAMERAS-MVU SUBST SURVEILLANCE	3,752.48
			INPUT RECEIVER RACK CARD	1,354.34
			INPUT TRANSMITTER BOX, ETC	4,162.52
			ADVANCE ANALYTIC TRAVEL, ETC	1,250.00
			CONSUMABLE MATERIALS HARDWARE	1,758.72
			ONSITE INSTALLATION	2,335.00
			1 YEAR MAINT. COVERAGE	2,966.05
			FREIGHT CHARGE	367.63
			CA SALES TAX	980.04
			CA SALES TAX	229.87
Vendor Total		19,156.65		
FYTD for LEVERAGE INFORMATION SYSTEMS		19,156.65		
LEWIS BRISBOIS BISGAARD & SMITH LLP				
			<u>Remit to:</u> LOS ANGELES CA	
3/26/2012	884817	5,396.75	LEGAL SVCS	5,396.75
Vendor Total		5,396.75		
FYTD for LEWIS BRISBOIS BISGAARD & SMITH LLP		12,811.99		
LEWIS, CAROLYN S.				
			<u>Remit to:</u> BEAUMONT CA	
3/5/2012	884705	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for LEWIS, CAROLYN S.		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LEXISNEXIS				
			<u>Remit to:</u> LOS ANGELES CA	
3/19/2012	211832	1,480.00		
			LEGAL RESEARCH SVC	740.00
			LEGAL RESEARCH SVC	370.00
			LEGAL RESEARCH SVC	370.00
	Vendor Total	1,480.00		
FYTD for LEXISNEXIS		13,320.00		
LIENHARD, DORI A.				
			<u>Remit to:</u> RANCHO MIRAGE CA	
3/14/2012	211771	319.50		
			PER DIEM-MICR DYNMCS CRM CONF.	319.50
	Vendor Total	319.50		
FYTD for LIENHARD, DORI A.		809.87		
LINDO, HERMINA G.				
			<u>Remit to:</u> TITUSVILLE FL	
3/5/2012	884706	199.80		
			RETIREE MED JAN 12, PD MAR 12	199.80
	Vendor Total	199.80		
FYTD for LINDO, HERMINA G.		2,311.98		
LINE X OF MORENO VALLEY				
			<u>Remit to:</u> LAKE ELSINORE CA	
3/12/2012	211707	42.35		
			REFUND-BUS. LIC OVRPMT	42.35
	Vendor Total	42.35		
FYTD for LINE X OF MORENO VALLEY		42.35		
LINTON, ROBERT				
			<u>Remit to:</u> CORONA CA	
3/12/2012	211708	1,522.48		
			TUITION FEE REIMBURSEMENT	1,500.00
			REIMB.-ESRI REG. USER CONF.	22.48
	Vendor Total	1,522.48		
FYTD for LINTON, ROBERT		1,522.48		
LIUNA				
			<u>Remit to:</u> RIVERSIDE CA	
3/19/2012	211833	500.00		
			REFUND-DEPOSIT CRC	500.00
	Vendor Total	500.00		
FYTD for LIUNA		500.00		
LOGAN, CHARLES				
			<u>Remit to:</u> LAS VEGAS NV	
3/5/2012	884707	318.73		
			RETIREE MED MAR '12	318.73
	Vendor Total	318.73		
FYTD for LOGAN, CHARLES		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LONGDYKE, DENNIS				
			Remit to: BEAUMONT	CA
3/5/2012	211596	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for LONGDYKE, DENNIS		2,231.11		
LONTHAIR, PAUL				
			Remit to: MORENO VALLEY	CA
3/5/2012	211597	200.00	PER DIEM-D.U.I. SEMINAR/TRNG	200.00
Vendor Total		200.00		
FYTD for LONTHAIR, PAUL		200.00		
LOPEZ, JASMINE				
			Remit to: MORENO VALLEY	CA
3/5/2012	211598	70.00	SPORTS OFFICIATING SVCS	70.00
3/19/2012	211834	70.00	SPORTS OFFICIATING OFFICIALS	70.00
Vendor Total		140.00		
FYTD for LOPEZ, JASMINE		630.00		
LOPEZDEGARCIA, MARGARITA				
			Remit to: MORENO VALLEY	CA
3/12/2012	211709	57.50	REFUND-CITATION FEE	57.50
Vendor Total		57.50		
FYTD for LOPEZDEGARCIA, MARGARITA		57.50		
LOUCKS, CHRISTOPHER				
			Remit to: MORENO VALLEY	CA
3/5/2012	211599	200.00	PER DIEM-D.U.I. SEMINAR/TRNG	200.00
3/19/2012	211835	200.00	PER DIEM-IPTM EVENT DATA TRNG	200.00
Vendor Total		400.00		
FYTD for LOUCKS, CHRISTOPHER		400.00		
LOW PRICE AUTO GLASS #60				
			Remit to: MORENO VALLEY	CA
3/12/2012	211710	83.99	REFUND-BUS. LIC OVRPMT	83.99
Vendor Total		83.99		
FYTD for LOW PRICE AUTO GLASS #60		83.99		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LUMLEY, ROBERT C.				
			Remit to: MORENO VALLEY	CA
3/5/2012	884708	318.73		
			RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for LUMLEY, ROBERT C.		2,868.57		
LUTHERAN SOCIAL SERVICES OF SO. CALI F.				
			Remit to: RIVERSIDE	CA
3/26/2012	884818	5,937.50		
			CDBG SVCS-SHELTER PRGM	1,187.50
			CDBG SVCS-SHELTER PRGM	1,187.50
			CDBG SVCS-SHELTER PRGM	1,187.50
			CDBG SVCS-SHELTER PRGM	1,187.50
			CDBG SVCS-SHELTER PRGM	1,187.50
Vendor Total		5,937.50		
FYTD for LUTHERAN SOCIAL SERVICES OF SO. CALI F.		15,750.00		
M & M CLEANERS III				
			Remit to: MORENO VALLEY	CA
3/5/2012	211600	37.55		
			REFUND-BUS. LIC OVRPMT	37.55
Vendor Total		37.55		
FYTD for M & M CLEANERS III		37.55		
MAGNUM BREEZE II, INC/WOODCREST VEH CTR				
			Remit to: RIVERSIDE	CA
3/26/2012	884819	973.95		
			MDC SWAP OUT-PD MOBL COMM. CTR	780.00
			CUSTOM SCREEN & MISC. PARTS	180.00
			CA SALES TAX	13.95
Vendor Total		973.95		
FYTD for MAGNUM BREEZE II, INC/WOODCREST VEH CTR		973.95		
MARCH JOINT POWERS AUTHORITY				
			Remit to: RIVERSIDE	CA
3/19/2012	211836	8.47		
			GAS CHARGES	1.55
			GAS CHARGES	6.92
Vendor Total		8.47		
FYTD for MARCH JOINT POWERS AUTHORITY		55.75		
MARKETEKs				
	2410943		Remit to: OGDENSBURG	NY
3/12/2012	211711	1,834.00		
			# L-875-0 REPLACEMENT 875 WATT	1,600.00
			SHIPPING & HANDLING	110.00
			CALIF SALES TAX @ 7.75%	124.00
Vendor Total		1,834.00		
FYTD for MARKETEKs		6,324.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MARSH, BARRION				
			Remit to: MORENO VALLEY CA	
3/26/2012	211963	40.00		
			REFUND-FORFEIT 2 GAMES	32.00
			REFUND-FORFEIT 2 GAMES	8.00
Vendor Total		40.00		
FYTD for MARSH, BARRION		40.00		
MARTIN, PAUL				
			Remit to: MORENO VALLEY CA	
3/26/2012	211964	400.00		
			REFUND-FTB INTERCEPT	200.00
			REFUND-FTB INTERCEPT	200.00
Vendor Total		400.00		
FYTD for MARTIN, PAUL		400.00		
MATHIS, NOLAN				
			Remit to: JACKSON KY	
3/5/2012	884709	199.80		
			RETIREE MED JAN 12, PD MAR 12	199.80
Vendor Total		199.80		
FYTD for MATHIS, NOLAN		2,519.80		
MATICIC, ELAINE				
			Remit to: MORENO VALLEY CA	
3/26/2012	211965	50.00		
			REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for MATICIC, ELAINE		50.00		
MAXINOSKI, SUE A.				
			Remit to: AVINGER TX	
3/5/2012	884710	318.73		
			RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for MAXINOSKI, SUE A.		2,868.57		
MCCARTY, MICHAEL				
			Remit to: BEAUMONT CA	
3/12/2012	211712	206.36		
			TRAVEL EXP.-CPRS CONFERENCE	28.86
			TRAVEL EXP.-CPRS CONFERENCE	177.50
Vendor Total		206.36		
FYTD for MCCARTY, MICHAEL		206.36		
MEEKS, DANIEL				
			Remit to: PERRIS CA	
3/5/2012	884711	40.00		
			SPORTS OFFICIATING SVCS	40.00
Vendor Total		40.00		
FYTD for MEEKS, DANIEL		2,760.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MELLEN, VIRGINIA				
			Remit to: MORENO VALLEY CA	
3/12/2012	211713	57.50		
			REFUND-CITATION FEE	57.50
Vendor Total		57.50		
FYTD for MELLEN, VIRGINIA		57.50		
MENDENHALL, DALE W.				
			Remit to: HEMET CA	
3/12/2012	211714	42.18		
			REIMB.-ESRI REG. USER CONF.	42.18
Vendor Total		42.18		
FYTD for MENDENHALL, DALE W.		42.18		
MENGISTU, YESHIALEM				
			Remit to: MORENO VALLEY CA	
3/12/2012	211715	150.96		
			MILEAGE REIMBURSEMENT	150.96
Vendor Total		150.96		
FYTD for MENGISTU, YESHIALEM		1,145.22		
MESSIN, LOUIS				
			Remit to: BULLHEAD CITY AZ	
3/5/2012	884712	318.73		
			RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for MESSIN, LOUIS		2,868.57		
METZ, RANDALL				
			Remit to: ARCADIA CA	
3/5/2012	211601	330.00		
			PER DIEM-FIRE PREV. WORKSHOP	330.00
Vendor Total		330.00		
FYTD for METZ, RANDALL		526.00		
MGT OF AMERICA, INC.				
			Remit to: SACRAMENTO CA	
3/5/2012	884713	0.00		
			SB90 MANDATED COST CLAIM	6,000.00
			VOIDED CHECK #884713 - 3/5/12	-6,000.00
3/12/2012	884773	6,000.00		
			SB90 MANDATED COST CLAIM	6,000.00
Vendor Total		6,000.00		
FYTD for MGT OF AMERICA, INC.		12,000.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MIKE'S LAWN MAINT				
3/5/2012	211602	24.05	Remit to: MORENO VALLEY CA REFUND-BUS. LIC OVRPMT	24.05
Vendor Total		24.05		
FYTD for MIKE'S LAWN MAINT		24.05		
MILES, ROBERT				
3/5/2012	884714	225.99	Remit to: MORENO VALLEY CA RETIREE MED MAR '12	225.99
Vendor Total		225.99		
FYTD for MILES, ROBERT		2,057.25		
MINARD, MARK E.				
3/5/2012	884715	318.73	Remit to: REDLANDS CA RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for MINARD, MARK E.		2,868.57		
MIRACLE RECREATION EQUIPMENT				
3/5/2012	884716	15.86	Remit to: CORONA CA PLAYGROUND EQUIPMENT PARTS	15.86
Vendor Total		15.86		
FYTD for MIRACLE RECREATION EQUIPMENT		250,866.37		
MOLLICA, MIKE				
3/5/2012	884717	401.42	Remit to: DUNNELLON FL RETIREE MED MAR '12	401.42
Vendor Total		401.42		
FYTD for MOLLICA, MIKE		3,612.78		
MONARREZ, RAFAEL				
3/12/2012	211716	32.00	Remit to: BEAUMONT CA REFUND-CITATION FEE	32.00
Vendor Total		32.00		
FYTD for MONARREZ, RAFAEL		32.00		
MONGOLIAN B B Q				
3/26/2012	211966	52.46	Remit to: GRAND TERRACE CA REFUND-BUS. LIC OVRPMT	52.46
Vendor Total		52.46		
FYTD for MONGOLIAN B B Q		52.46		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MONTGOMERY PLUMBING INC				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	211967	1,165.00		
			PLUMBING REPAIRS-MARCH FLD PRK	179.00
			FURNISH/INSTALL URINAL-FS #6	986.00
Vendor Total		1,165.00		
FYTD for MONTGOMERY PLUMBING INC		15,009.90		
MORA, PATRICIA A.				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	884718	318.73		
			RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for MORA, PATRICIA A.		2,868.57		
MORALES, MONICA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	211603	200.00		
			REFUND--DEPOSIT TOWNGATE CNTR	60.00
			REFUND--DEPOSIT TOWNGATE CNTR	140.00
Vendor Total		200.00		
FYTD for MORALES, MONICA		200.00		
MORAN, YESENIA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/12/2012	211717	57.50		
			REFUND-CITATION OVRPMT	57.50
Vendor Total		57.50		
FYTD for MORAN, YESENIA		57.50		
MORENO VALLEY CHAMBER OF COMMERCE				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	211604	105.00		
			WAKE-UP MEETING-2/22/12	15.00
			WAKE-UP MEETING-2/22/12	15.00
			WAKE-UP MEETING-2/22/12	15.00
			WAKE-UP MEETING-2/22/12	15.00
			WAKE-UP MEETING-2/22/12	15.00
			WAKE-UP MEETING-2/22/12	15.00
			WAKE-UP MEETING-2/22/12	15.00
3/26/2012	211968	350.00		
			SPONSOR-WAKE-UP MORENO VLLY	350.00
Vendor Total		455.00		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE		18,362.50		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY CITY EMPLOYEES ASSOC.				
			<u>Remit to:</u> MORENO VALLEY CA	
3/9/2012	3038	1,393.00	MVCEA DUES 3/9/12	1,393.00
3/23/2012	3046	1,393.00	MVCEA DUES 3/23/12	1,393.00
Vendor Total		2,786.00		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.		28,311.50		
MORENO VALLEY DENTAL CARE				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	211605	58.00	REFUND-BUS. LIC OVRPMT	58.00
Vendor Total		58.00		
FYTD for MORENO VALLEY DENTAL CARE		58.00		
MORENO VALLEY GATEWAY, LLC				
			<u>Remit to:</u> SAN JUAN CAPISTRANO CA	
3/26/2012	884820	17,142.59	BLDG LEASE-FACILITIES ANNEX	2,458.97
			BLDG LEASE-TECH SVCS ANNEX	5,475.90
			BLDG LEASE-SPEC DIST ANNEX	9,207.72
Vendor Total		17,142.59		
FYTD for MORENO VALLEY GATEWAY, LLC		154,283.31		
MORENO VALLEY LAW CENTER				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	211969	46.16	REFUND-BUS. LIC OVRPMT	46.16
Vendor Total		46.16		
FYTD for MORENO VALLEY LAW CENTER		46.16		
MORENO VALLEY UTILITY				
			<u>Remit to:</u> HEMET CA	
3/5/2012	211606	81.37	ELECTRICITY-UTILITY FLD OFFICE	81.37
Vendor Total		81.37		
FYTD for MORENO VALLEY UTILITY		586,884.30		
MORGAN, LISA A.				
			<u>Remit to:</u> MENTONE CA	
3/5/2012	884719	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for MORGAN, LISA A.		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORRAZ, MARGARITA				
			Remit to: PERRIS	CA
3/26/2012	211971	145.00		
			REFUND-ENGLISH CLASS	145.00
Vendor Total		145.00		
FYTD for MORRAZ, MARGARITA		145.00		
MOSS BROS CHRYSLER, JEEP, DODGE MV				
			Remit to: MORENO VALLEY	CA
3/12/2012	211718	1,027.74		
			CAR REPAIRS/MAINT-LABOR-DODGE	111.61
			CAR REPAIRS/MAINT-PARTS-DODGE	36.13
			CAR REPAIRS/MAINT-LABOR-DODGE	402.10
			CAR REPAIRS/MAINT-PARTS-DODGE	477.90
Vendor Total		1,027.74		
FYTD for MOSS BROS CHRYSLER, JEEP, DODGE MV		7,744.93		
MUNOZ, GONZALO				
			Remit to: MORENO VALLEY	CA
3/5/2012	211607	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for MUNOZ, GONZALO		20.00		
MUSICSTAR				
			Remit to: RIVERSIDE	CA
3/26/2012	211972	216.00		
			INSTRUCTOR SVCS-PIANA FOR KIDS	216.00
Vendor Total		216.00		
FYTD for MUSICSTAR		4,328.40		
N P G CORPORATION				
			Remit to: PERRIS	CA
3/26/2012	211973	24.65		
			REFUND-BUS. LIC OVRPMT	24.65
Vendor Total		24.65		
FYTD for N P G CORPORATION		4,909.65		
NATIONWIDE RETIREMENT SOLUTIONS				
			Remit to: COLUMBUS	OH
3/9/2012	3036	1,865.90		
			PST DEF COMP FOR FICA 3/9/12	1,865.90
3/23/2012	3044	1,979.33		
			PST DEF COMP FOR FICA 3/23/12	1,979.33
Vendor Total		3,845.23		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		574,191.11		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NAVARRETTE, RALPH				
			<u>Remit to:</u> RANCHO CUCAMONGA CA	
3/5/2012	884720	225.99	RETIREE MED MAR '12	225.99
Vendor Total		225.99		
FYTD for NAVARRETTE, RALPH		2,234.95		
NAVCO NETWORKS & SECURITY				
			<u>Remit to:</u> ANAHEIM CA	
3/12/2012	884774	286.39	SVC/REPAIR MONITORS-PSB	196.00
			SVC/REPAIR MONITORS-PSB	90.39
Vendor Total		286.39		
FYTD for NAVCO NETWORKS & SECURITY		1,039.84		
NEIGHBORHOOD PARTNERSHIP HOUSING SVCS				
			<u>Remit to:</u> ONTARIO CA	
3/12/2012	211719	1,550.00	CONSULTING SVCS OCT/NOV-NSP	1,550.00
Vendor Total		1,550.00		
FYTD for NEIGHBORHOOD PARTNERSHIP HOUSING SVCS		16,440.00		
NELSON, ROBERT				
			<u>Remit to:</u> ONTARIO CA	
3/5/2012	884721	320.43	RETIREE MED MAR '12	320.43
Vendor Total		320.43		
FYTD for NELSON, ROBERT		2,915.25		
NELSON, RUTH L.				
			<u>Remit to:</u> PERRIS CA	
3/5/2012	884722	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for NELSON, RUTH L.		2,868.57		
NEUSTAEDTER, CRAIG S				
			<u>Remit to:</u> IRVINE CA	
3/5/2012	211608	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for NEUSTAEDTER, CRAIG S		2,868.57		
NEW HOPE CHRISTIAN CENTER, INC.				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	211609	44.87	REFUND-GROSS RCPT TAX OVRPYMT	44.87
Vendor Total		44.87		
FYTD for NEW HOPE CHRISTIAN CENTER, INC.		44.87		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NEW HORIZON MOBILE HOME PARK				
			Remit to: LOS ANGELES	CA
3/19/2012	211838	11.22		
			REFUND-UUT EXEMPTION	11.22
Vendor Total		11.22		
FYTD for NEW HORIZON MOBILE HOME PARK		92.11		
NEW WORLD SYSTEMS, CORP				
			Remit to: TROY	MI
3/12/2012	884775	2,032.27		
			ERP RPLCMNT PROJ-TRAVEL EXP	1,432.27
			ERP RPLCMNT PROJ-TRAVEL EXP	600.00
Vendor Total		2,032.27		
FYTD for NEW WORLD SYSTEMS, CORP		473,772.55		
NGUYEN, QUANG				
			Remit to: AZUSA	CA
3/5/2012	884723	145.97		
			MILEAGE REIMBURSEMENT	145.97
Vendor Total		145.97		
FYTD for NGUYEN, QUANG		433.27		
NIEBURGER, JUDITH A.				
			Remit to: MORENO VALLEY	CA
3/5/2012	211610	401.42		
			RETIREE MED MAR '12	401.42
Vendor Total		401.42		
FYTD for NIEBURGER, JUDITH A.		3,612.78		
NINYO & MOORE GEOTECHNICAL				
			Remit to: SAN DIEGO	CA
3/26/2012	211974	689.50		
			TRAF SIG-LASSELLE/MARGARET AVE	689.50
Vendor Total		689.50		
FYTD for NINYO & MOORE GEOTECHNICAL		49,741.50		
NOLLAR, JANICE				
			Remit to: REDLANDS	CA
3/12/2012	211720	8.66		
			REIMB.-ESRI REG. USER CONF.	8.66
Vendor Total		8.66		
FYTD for NOLLAR, JANICE		315.70		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
OAKLEY SALES CORP				
			<u>Remit to:</u> LOS ANGELES	CA
3/19/2012	211839	578.43		
			SUNGLASSES-MOTOR OFFICERS	85.31
			SUNGLASSES-MOTOR OFFICERS	97.23
			SUNGLASSES-MOTOR OFFICERS	113.59
			SUNGLASSES-MOTOR OFFICERS	138.97
			SUNGLASSES-MOTOR OFFICERS	143.33
Vendor Total		578.43		
FYTD for OAKLEY SALES CORP		1,246.78		
OAKRIDGE DATA MINING				
			<u>Remit to:</u> MORENO VALLEY	CA
3/12/2012	211721	63.55		
			REFUND-BUS. LIC OVRPMT	63.55
3/26/2012	884821	1,130.00		
			CONSULTANT SVCS-TECH SVCS	1,130.00
Vendor Total		1,193.55		
FYTD for OAKRIDGE DATA MINING		11,543.55		
OLAIZ, RAUL				
			<u>Remit to:</u> MORENO VALLEY	CA
3/5/2012	211611	166.00		
			REFUND-VARIOUS A/C FEES	30.00
			REFUND-VARIOUS A/C FEES	10.00
			REFUND-VARIOUS A/C FEES	20.00
			REFUND-VARIOUS A/C FEES	16.00
			REFUND-VARIOUS A/C FEES	75.00
			REFUND-VARIOUS A/C FEES	15.00
Vendor Total		166.00		
FYTD for OLAIZ, RAUL		166.00		
ONE ACUPUNTURE CLINIC				
			<u>Remit to:</u> MORENO VALLEY	CA
3/26/2012	211975	54.33		
			REFUND-BUS. LIC OVRPMT	54.33
Vendor Total		54.33		
FYTD for ONE ACUPUNTURE CLINIC		54.33		
OPERATION SAFEHOUSE, INC.				
			<u>Remit to:</u> RIVERSIDE	CA
3/26/2012	211976	3,425.44		
			CDBG SVCS-SHELTER PRGM	257.04
			CDBG SVCS-SHELTER PRGM	1,236.48
			CDBG SVCS-SHELTER PRGM	419.74
			CDBG SVCS-SHELTER PRGM	1,512.18
Vendor Total		3,425.44		
FYTD for OPERATION SAFEHOUSE, INC.		6,340.26		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ORROCK, POPKA, FORTINO & BRISLIN				
			<u>Remit to:</u> RIVERSIDE	CA
3/26/2012	884822	6,591.15		
			LEGAL SVCS	1,552.20
			LEGAL SVCS	2,562.15
			LEGAL SVCS	823.86
			LEGAL SVCS	1,652.94
Vendor Total		6,591.15		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN		17,708.94		
OVERLAND PACIFIC & CUTLER, INC.				
			<u>Remit to:</u> LONG BEACH	CA
3/12/2012	884777	9,307.50		
			RELOCATION SVCS-MYERS AVE PROJ	9,307.50
3/19/2012	211840	3,255.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	3,255.00
Vendor Total		12,562.50		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		119,837.50		
PACIFIC SAFETY COUNCIL				
			<u>Remit to:</u> SAN DIEGO	CA
3/26/2012	884823	1,653.70		
			SAFETY TRAINING WORKSHOP	1,645.00
			PURCHASE OF SAFETY VIDEOS	8.70
Vendor Total		1,653.70		
FYTD for PACIFIC SAFETY COUNCIL		1,671.10		
PACIFIC TELEMAGEMENT SERVICES				
			<u>Remit to:</u> SAN RAMON	CA
3/12/2012	884778	375.84		
			PAYPHONE SVCS-PSB	62.64
			PAYPHONE SVCS-TECH SVCS	313.20
3/19/2012	211841	375.84		
			PAYPHONE SVCS	62.64
			PAYPHONE SVCS	313.20
3/26/2012	884824	413.42		
			PAYPHONE SVCS	350.78
			PAYPHONE SVCS	62.64
Vendor Total		1,165.10		
FYTD for PACIFIC TELEMAGEMENT SERVICES		3,420.14		
PADILLA, RAUL C.				
			<u>Remit to:</u> MORENO VALLEY	CA
3/12/2012	211722	115.50		
			REFUND-CITATION FEE	115.50
Vendor Total		115.50		
FYTD for PADILLA, RAUL C.		115.50		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PAINTING BY ZEB BODE				
			Remit to: NORCO	CA
3/26/2012	884825	2,650.00		
			EXTERIOR PAINTING-KENNELS	1,250.00
			EXTERIOR PAINTING-CRC	900.00
			EXTERIOR PAINTING-CRC	500.00
	Vendor Total	2,650.00		
FYTD for PAINTING BY ZEB BODE		3,900.00		
PAM'S DONUTS				
			Remit to: MORENO VALLEY	CA
3/26/2012	211977	38.35		
			REFUND-BUS. LIC OVRPMT	38.35
	Vendor Total	38.35		
FYTD for PAM'S DONUTS		38.35		
PARSONS TRANSPORTATION GROUP, INC.				
			Remit to: IRVINE	CA
3/12/2012	884779	6,054.50		
			SR-60/MOR BCH DR INTRCHNG PROJ	6,054.50
	Vendor Total	6,054.50		
FYTD for PARSONS TRANSPORTATION GROUP, INC.		950,475.30		
PATTERSON, ALFREY				
			Remit to: MORENO VALLEY	CA
3/5/2012	211612	225.99		
			RETIREE MED MAR '12	225.99
	Vendor Total	225.99		
FYTD for PATTERSON, ALFREY		2,057.25		
PAUL, VIVIAN F.				
			Remit to: BANNING	CA
3/12/2012	211723	47.50		
			REFUND-CITATION FEE	47.50
	Vendor Total	47.50		
FYTD for PAUL, VIVIAN F.		47.50		
PAYLESS SHOE SOURCE				
			Remit to: TOPEKA	KS
3/26/2012	211978	172.45		
			REFUND-BUS. LIC OVRPMT	89.12
			REFUND-BUS. LIC OVRPMT	83.33
	Vendor Total	172.45		
FYTD for PAYLESS SHOE SOURCE		172.45		
PAYLESS SHOE SOURCE #1342				
			Remit to: TOPEKA	KS
3/26/2012	211979	65.79		
			REFUND-BUS. LIC OVRPMT	65.79
	Vendor Total	65.79		
FYTD for PAYLESS SHOE SOURCE #1342		65.79		



City of Moreno Valley
Check Register
 For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PAZ, LAURA				
3/19/2012	211842	75.00	Remit to: MORENO VALLEY CA REFUND-NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for PAZ, LAURA		75.00		
PB AMERICAS, INC.				
3/19/2012	211843	8,641.39	Remit to: SAN BERNARDINO CA SR-60/NASON ST INTRCHNG PROJ	8,641.39
Vendor Total		8,641.39		
FYTD for PB AMERICAS, INC.		120,249.36		
PEDLEY SQUARE VETERINARY CLINIC				
3/5/2012	211653	5,714.00	Remit to: RIVERSIDE CA VETERINARY SVCS-ANML SHLTR	5,714.00
Vendor Total		5,714.00		
FYTD for PEDLEY SQUARE VETERINARY CLINIC		46,028.50		
PENHALL COMPANY				
3/26/2012	211980	92.47	Remit to: ANAHEIM CA REFUND-BUS. LIC OVRPMT	92.47
Vendor Total		92.47		
FYTD for PENHALL COMPANY		92.47		
PERRY, NORMA				
3/5/2012	211613	318.73	Remit to: PIONEER CA RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for PERRY, NORMA		2,868.57		
PERS LONG TERM CARE PROGRAM				
3/12/2012	211724	458.63	Remit to: PASADENA CA LONG TERM CARE INSURANCE	458.63
3/26/2012	211981	458.63	LONG TERM CARE INSURANCE	458.63
Vendor Total		917.26		
FYTD for PERS LONG TERM CARE PROGRAM		9,172.60		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PETTY CASH - FINANCE				
			Remit to: MORENO VALLEY	CA
3/19/2012	211844	1,621.78		
			PETTY CASH FUND REPLENISHMENT	12.00
			PETTY CASH FUND REPLENISHMENT	27.00
			PETTY CASH FUND REPLENISHMENT	12.00
			PETTY CASH FUND REPLENISHMENT	12.00
			PETTY CASH FUND REPLENISHMENT	18.85
			PETTY CASH FUND REPLENISHMENT	33.03
			PETTY CASH FUND REPLENISHMENT	6.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	10.00
			PETTY CASH FUND REPLENISHMENT	8.00
			PETTY CASH FUND REPLENISHMENT	10.00
			PETTY CASH FUND REPLENISHMENT	9.99
			PETTY CASH FUND REPLENISHMENT	9.50
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	18.00
			PETTY CASH FUND REPLENISHMENT	50.00
			PETTY CASH FUND REPLENISHMENT	21.00
			PETTY CASH FUND REPLENISHMENT	6.00
			PETTY CASH FUND REPLENISHMENT	6.00
			PETTY CASH FUND REPLENISHMENT	1.50
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	6.00
			PETTY CASH FUND REPLENISHMENT	6.00
			PETTY CASH FUND REPLENISHMENT	6.00
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	16.00
			PETTY CASH FUND REPLENISHMENT	13.44
			PETTY CASH FUND REPLENISHMENT	55.61
			PETTY CASH FUND REPLENISHMENT	13.76
			PETTY CASH FUND REPLENISHMENT	40.00
			PETTY CASH FUND REPLENISHMENT	39.21
			PETTY CASH FUND REPLENISHMENT	48.84
			PETTY CASH FUND REPLENISHMENT	48.84
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	250.00
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	12.35
			PETTY CASH FUND REPLENISHMENT	39.99
			PETTY CASH FUND REPLENISHMENT	13.00
			PETTY CASH FUND REPLENISHMENT	20.11
			PETTY CASH FUND REPLENISHMENT	23.69
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	15.00



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			PETTY CASH FUND REPLENISHMENT	7.80
			PETTY CASH FUND REPLENISHMENT	120.00
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	2.16
			PETTY CASH FUND REPLENISHMENT	13.27
			PETTY CASH FUND REPLENISHMENT	13.98
			PETTY CASH FUND REPLENISHMENT	17.00
			PETTY CASH FUND REPLENISHMENT	22.20
			PETTY CASH FUND REPLENISHMENT	4.31
			PETTY CASH FUND REPLENISHMENT	89.25
			PETTY CASH FUND REPLENISHMENT	48.93
			PETTY CASH FUND REPLENISHMENT	75.06
			PETTY CASH FUND REPLENISHMENT	56.61
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	52.50
Vendor Total		1,621.78		
FYTD for PETTY CASH - FINANCE		5,723.59		
POIEMA LANDSCAPE, INC.				
			<u>Remit to:</u> COLTON	CA
3/26/2012	884826	3,296.01		
			LANDSCAPE MAINT-ZONE E-12	2,131.00
			LANDSCAPE MAINT-ZONE S	1,165.01
Vendor Total		3,296.01		
FYTD for POIEMA LANDSCAPE, INC.		32,342.23		
POMA DISTRIBUTING COMPANY				
			<u>Remit to:</u> BLOOMINGTON	CA
3/26/2012	211982	84.92		
			REFUND-BUS. LIC OVRPMT	84.92
Vendor Total		84.92		
FYTD for POMA DISTRIBUTING COMPANY		84.92		
POPE, JENE				
			<u>Remit to:</u> MORENO VALLEY	CA
3/19/2012	211845	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for POPE, JENE		20.00		
POSTMASTER				
			<u>Remit to:</u> MORENO VALLEY	CA
3/26/2012	211983	0.00		
			ANNUAL RENEWAL 3/28/12-3/28/13	185.00
			ANNUAL RENEWAL 3/28/12-3/28/13	185.00
			VOIDED CHECK #211983 - 4/17/12	-185.00
			VOIDED CHECK #211983 - 4/17/12	-185.00
Vendor Total		0.00		
FYTD for POSTMASTER		0.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PRICE, GEORGE E.				
			Remit to: MORENO VALLEY	CA
3/5/2012	884725	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for PRICE, GEORGE E.		2,868.57		
PROFESSIONAL COMMUNICATIONS NETWORK PCN				
			Remit to: RIVERSIDE	CA
3/5/2012	211614	495.00	ANSWERING SVC-LIVE	495.00
3/26/2012	211984	495.75	ANSWERING SVC-LIVE	495.75
Vendor Total		990.75		
FYTD for PROFESSIONAL COMMUNICATIONS NETWORK PCN		3,888.45		
PSOMAS				
			Remit to: RIVERSIDE	CA
3/26/2012	211985	8,845.00	IRONWOOD AVE IMPRVMENTS PROJ	6,060.00
			TRAF SIG-LASSELLE/MARGARET AVE	1,960.00
			TRAF SIG-LASSELLE/MARGARET AVE	825.00
Vendor Total		8,845.00		
FYTD for PSOMAS		149,542.50		
PULLIAM, TRENT D.				
			Remit to: MISSION VIEJO	CA
3/5/2012	884726	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for PULLIAM, TRENT D.		2,868.57		
PVP COMMUNICATIONS, INC.				
			Remit to: TORRANCE	CA
3/12/2012	211725	3,084.27	MOTOR HELMETS, WIRELESS SYSTEM	946.05
			MOTOR HELMETS, WIRELESS SYSTEM	425.00
			MOTOR HELMETS, WIRELESS SYSTEM	1,713.22
Vendor Total		3,084.27		
FYTD for PVP COMMUNICATIONS, INC.		3,952.10		
PW ENHANCEMENT CENTER				
			Remit to: MORENO VALLEY	CA
3/26/2012	884827	2,050.67	PWEC EMERGENCY SVCS PRGRM	2,050.67
Vendor Total		2,050.67		
FYTD for PW ENHANCEMENT CENTER		19,331.08		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
QUALITY CODE PUBLISHING, LLC				
3/19/2012	211846	1,322.12	Remit to: SEATTLE WA MUNICIPAL CODE SUPPLEMENT	1,322.12
Vendor Total		1,322.12		
FYTD for QUALITY CODE PUBLISHING, LLC		5,196.29		
QUALITY CONSERVATION SERVICES, INC.				
3/26/2012	211986	120.00	Remit to: UPLAND CA REFUND-MECHANICAL PERMIT	120.00
Vendor Total		120.00		
FYTD for QUALITY CONSERVATION SERVICES, INC.		120.00		
R & S OVERHEAD DOORS, INC.				
3/12/2012	884780	242.00	Remit to: FONTANA CA ROLL-UP DOOR REPAIR-FIRE ST 91	242.00
Vendor Total		242.00		
FYTD for R & S OVERHEAD DOORS, INC.		10,496.11		
RAFAEL LOPEZ				
3/19/2012	211847	200.00	Remit to: MORENO VALLEY CA PER DIEM-IPTM EVENT DATA TRNG	200.00
Vendor Total		200.00		
FYTD for RAFAEL LOPEZ		368.81		
RALLY MANAGEMENT SERVICES, LLC				
3/19/2012	211848	719.28	Remit to: RANCHO CUCAMONGA CA TEMP STAFFING SVCS-R HENDERSON	719.28
3/26/2012	884828	719.28	TEMP STAFFING SVCS-R HENDERSON	719.28
Vendor Total		1,438.56		
FYTD for RALLY MANAGEMENT SERVICES, LLC		6,918.75		
RAMIREZ, ALBERT				
3/26/2012	211987	98.00	Remit to: MORENO VALLEY CA REFUND-READING RASCALS CLASS	98.00
Vendor Total		98.00		
FYTD for RAMIREZ, ALBERT		306.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RAMON SMITH & JONNATHON AUSTIN				
			<u>Remit to:</u> MORENO VALLEY CA	
3/12/2012	211726	1,175.00	MOVING EXP.-MYERS RELOC. PROJ	1,175.00
3/12/2012	211727	3,084.00	RELOCATION ASSIST.-MYERS PROJ	3,084.00
Vendor Total		4,259.00		
FYTD for RAMON SMITH & JONNATHON AUSTIN		4,259.00		
RAMOS, MIREYA				
			<u>Remit to:</u> COLTON CA	
3/12/2012	211728	750.00	REFUND-2/11/12 RENTAL DEPOSIT	750.00
Vendor Total		750.00		
FYTD for RAMOS, MIREYA		750.00		
RAYA, JOEY				
			<u>Remit to:</u> PERRIS CA	
3/26/2012	211988	502.00	REFUND-ADULT SOFTBALL DEPOSIT	300.00
			REFUND-ADULT SOFTBALL DEPOSIT	202.00
Vendor Total		502.00		
FYTD for RAYA, JOEY		502.00		
RAY-RAMIREZ, DARCY L.				
			<u>Remit to:</u> RIVERSIDE CA	
3/5/2012	211615	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for RAY-RAMIREZ, DARCY L.		2,868.57		
RED MAPLE PIZZA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	211989	53.47	REFUND-BUS. LIC OVRPMT	53.47
Vendor Total		53.47		
FYTD for RED MAPLE PIZZA		53.47		
REED, ALICIA S.				
			<u>Remit to:</u> RIVERSIDE CA	
3/5/2012	211616	3,824.76	RETIREE MED JAN-DEC'11, PD MAR	3,824.76
Vendor Total		3,824.76		
FYTD for REED, ALICIA S.		3,824.76		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
REZADO, CLAUDIA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	211990	62.00		
			REFUND-YTH FLAG FOOTBALL CANC.	62.00
Vendor Total		62.00		
FYTD for REZADO, CLAUDIA		62.00		
RIGHTWAY SITE SERVICES, INC.				
			<u>Remit to:</u> LAKE ELSINORE CA	
3/19/2012	211849	470.71		
			PORTABLE RESTROOM-GOLF COURSE	72.28
			PORTABLE RESTROOMS-EQUEST. CTR	308.88
			PORTABLE TOILET/SVC-CITY YARD	89.55
Vendor Total		470.71		
FYTD for RIGHTWAY SITE SERVICES, INC.		5,797.29		
RIV CO FLOOD CONTROL & WATER CONSERVATN				
			<u>Remit to:</u> RIVERSIDE CA	
3/5/2012	211617	7,209.13		
			PLAN CHECK CHGS-NASON/CACTUS	7,209.13
Vendor Total		7,209.13		
FYTD for RIV CO FLOOD CONTROL & WATER CONSERVATN		102,423.30		
RIVERA, ANGELICA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	211991	50.00		
			REFUND-DRUMS CLASS CANCELLED	50.00
Vendor Total		50.00		
FYTD for RIVERA, ANGELICA		50.00		
RIVERSIDE COUNTY ASSESSOR				
			<u>Remit to:</u> RIVERSIDE CA	
3/19/2012	211850	18.00		
			PARCEL MAP COPY SVCS	4.50
			PARCEL MAP COPY SVCS	4.50
			PARCEL MAP COPY SVCS	4.50
			PARCEL MAP COPY SVCS	4.50
Vendor Total		18.00		
FYTD for RIVERSIDE COUNTY ASSESSOR		105.00		
RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH				
			<u>Remit to:</u> RIVERSIDE CA	
3/26/2012	211992	150.00		
			RABIES LAB TESTS	100.00
			RABIES LAB TESTS	50.00
Vendor Total		150.00		
FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH		450.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
			<u>Remit to:</u> RIVERSIDE	CA
3/12/2012	211729	248.55		
			VPN CONNECTION SVCS-TECH SVCS	30.01
			RADIO LEASE/MAINT-TECH SVCS	174.78
			RADIO LEASE/MAINT-TECH SVCS	9.71
			RADIO LEASE/MAINT-TECH SVCS	34.05
3/19/2012	211851	1,549.20		
			RADIO SVCS FOR PD MOTORCYCLES	1,300.65
			VPN CONNECTION SVCS-TECH SVCS	30.01
			RADIO LEASE/MAINT-TECH SVCS	174.78
			RADIO LEASE/MAINT-TECH SVCS	9.71
			RADIO LEASE/MAINT-TECH SVCS	34.05
Vendor Total		1,797.75		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		14,874.78		
RIVERSIDE COUNTY SHERIFF BEN CLARK				
			<u>Remit to:</u> RIVERSIDE	CA
3/5/2012	211618	207.00		
			REG.-TRAF COLL INVESTIG.-BASIC	159.00
			REG.-VICE OPS/INVESTIG. COURSE	24.00
			REG.-VICE OPS/INVESTIG. COURSE	24.00
3/26/2012	211993	591.00		
			REG.-INTERVW & INTERROG-BASIC	197.00
			REG.-INTERVW & INTERROG-BASIC	197.00
			REG.-INTERVW & INTERROG-BASIC	197.00
Vendor Total		798.00		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		6,103.00		
RIVERSIDE COUNTY SHERIFF COURT SERVICES				
			<u>Remit to:</u> RIVERSIDE	CA
3/12/2012	211730	622.86		
			GARNISHMENT	622.86
3/26/2012	211994	666.95		
			GARNISHMENT	124.69
			GARNISHMENT	24.13
			GARNISHMENT	518.13
Vendor Total		1,289.81		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		14,935.78		
RJ RAYMOND PET SERVICES				
			<u>Remit to:</u> MORENO VALLEY	CA
3/12/2012	211732	63.48		
			REFUND-BUS. LIC OVRPMT	63.48
Vendor Total		63.48		
FYTD for RJ RAYMOND PET SERVICES		63.48		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RODRIGUEZ, CARLOS				
			Remit to: SUN CITY	CA
3/5/2012	211620	264.00	PER DIEM-FIRE PREV. WORKSHOP	264.00
Vendor Total		264.00		
FYTD for RODRIGUEZ, CARLOS		264.00		
ROGERS, EUGENE				
			Remit to: PEBBLE BEACH	CA
3/5/2012	884727	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for ROGERS, EUGENE		2,868.57		
ROSENOW SPEVACEK GROUP (RSG, INC.)				
			Remit to: SANTA ANA	CA
3/12/2012	211733	2,600.00	NSP ELIGIBILITY REVIEW SVCS	2,600.00
Vendor Total		2,600.00		
FYTD for ROSENOW SPEVACEK GROUP (RSG, INC.)		2,600.00		
ROSS, DAVID T.				
			Remit to: MORENO VALLEY	CA
3/5/2012	884728	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for ROSS, DAVID T.		2,868.57		
ROSSON, LOUIS A.				
			Remit to: PERRIS	CA
3/5/2012	884729	262.31	RETIREE MED MAR '12	165.81
			RETIREE MED MAR '12	96.50
Vendor Total		262.31		
FYTD for ROSSON, LOUIS A.		2,411.73		
RUSSO, JOHN				
			Remit to: RANCHO MIRAGE	CA
3/5/2012	884730	225.99	RETIREE MED MAR '12	225.99
Vendor Total		225.99		
FYTD for RUSSO, JOHN		2,057.25		
SA ASSOCIATES				
			Remit to: ARCADIA	CA
3/12/2012	884781	10,612.50	PROF CONSULTANT STAFFING SVCS	10,612.50
Vendor Total		10,612.50		
FYTD for SA ASSOCIATES		74,100.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SABRE LIGHTING & SIGNS				
			Remit to: MORENO VALLEY CA	
3/19/2012	211852	28.34		
			REFUND-BUS. LIC OVRPMT	28.34
Vendor Total		28.34		
FYTD for SABRE LIGHTING & SIGNS		28.34		
SABRE LIGHTING AND SIGNS				
			Remit to: MORENO VALLEY CA	
3/5/2012	211621	91.94		
			STICKER FOR PROPANE TANK-FS 58	25.00
			LABOR TO INSTALL STICKER	65.00
			CA SALES TAX	1.94
Vendor Total		91.94		
FYTD for SABRE LIGHTING AND SIGNS		1,356.94		
SAFEWAY SIGN CO.				
			Remit to: ADELANTO CA	
3/12/2012	884782	5,989.29		
			TRAFFIC SIGNS/HARDWARE	1,544.60
			TRAFFIC SIGNS/HARDWARE	4,090.19
			TRAFFIC SIGNS/HARDWARE	354.50
3/19/2012	211853	1,096.36		
			TRAFFIC SIGNS/HARDWARE	1,012.42
			TRAFFIC SIGNS/HARDWARE	83.94
Vendor Total		7,085.65		
FYTD for SAFEWAY SIGN CO.		48,759.39		
SALAZAR, EDUARDO				
			Remit to: MORENO VALLEY CA	
3/12/2012	211734	587.50		
			MOVING EXP.-MYERS RELOC. PROJ	587.50
3/12/2012	211735	1,500.24		
			RELOCATION ASSIST.-MYERS PROJ	1,500.24
Vendor Total		2,087.74		
FYTD for SALAZAR, EDUARDO		2,087.74		
SAMUEL, ROBERT J.				
			Remit to: COLTON CA	
3/12/2012	211736	50.50		
			REFUND-CITATION OVRPMT	50.50
Vendor Total		50.50		
FYTD for SAMUEL, ROBERT J.		50.50		
SANSEI				
			Remit to: RANCHO PALOS VERDE CA	
3/26/2012	211995	87.60		
			REFUND-BUS. LIC OVRPMT	87.60
Vendor Total		87.60		
FYTD for SANSEI		87.60		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SANTOS, MOSES				
			Remit to: MORENO VALLEY	CA
3/26/2012	211996	47.00	REFUND-GUITAR CLASS CANCELLED	47.00
Vendor Total		47.00		
FYTD for SANTOS, MOSES		47.00		
SARA'S BED & BREAKFAST INN ON THE BLVD				
			Remit to: HOUSTON	TX
3/14/2012	211772	638.82	D. LIENHARD-LODGING/MICR. CONF	638.82
Vendor Total		638.82		
FYTD for SARA'S BED & BREAKFAST INN ON THE BLVD		638.82		
SCHIEFELBEIN, LORI C.				
			Remit to: BULLHEAD CITY	AZ
3/5/2012	211622	318.73	RETIREE MED FEB 12, PD MAR 12	318.73
3/12/2012	211737	1,182.45	CONSULTANT SVCS-ROT. TOW PRGM	1,182.45
Vendor Total		1,501.18		
FYTD for SCHIEFELBEIN, LORI C.		9,914.83		
SCHNEIDER, ANNE				
			Remit to: BANNING	CA
3/19/2012	211854	407.02	TRAVEL EXP.-CALBO TRNG SEMINAR	344.38
			TRAVEL EXP.-CALBO TRNG SEMINAR	26.64
			TRAVEL EXP.-CALBO TRNG SEMINAR	36.00
Vendor Total		407.02		
FYTD for SCHNEIDER, ANNE		407.02		
SCHUMAN, MICHAEL				
			Remit to: RIVERSIDE	CA
3/5/2012	884731	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for SCHUMAN, MICHAEL		956.19		
SECTRAN SECURITY, INC				
			Remit to: LOS ANGELES	CA
3/19/2012	211855	477.00	ARMORED TRANSPORT SVCS-UTILITY	159.00
			ARMORED TRANSPORT SVCS-PARKS	159.00
			ARMORED TRANSPORT SVCS-CASHIER	159.00
Vendor Total		477.00		
FYTD for SECTRAN SECURITY, INC		4,770.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SECURITY ALARM FINANCING, LP				
3/5/2012	211623	34.85	Remit to: SAN RAMON CA REFUND-BUS. LIC OVRPMT	34.85
Vendor Total		34.85		
FYTD for SECURITY ALARM FINANCING, LP		34.85		
SECURITY AND COMMUNICATIONS CONSULTING				
3/26/2012	212026	14,009.50	Remit to: CLOVIS CA CONSULT. SVCS-CITY CAMERA SYS.	14,009.50
Vendor Total		14,009.50		
FYTD for SECURITY AND COMMUNICATIONS CONSULTING		14,009.50		
SECURITY LOCK & KEY				
3/5/2012	884732	257.50	Remit to: YUCAIPA CA LOCK REPAIR-CITY HALL IT WK RM 15.00 TRIP CHRГ-IT WK RM LOCK REPAIR 45.00 LOCK REPAIR-PSB FRONT DOOR 197.50	
Vendor Total		257.50		
FYTD for SECURITY LOCK & KEY		5,427.05		
SHARRETT, SHARON K.				
3/5/2012	211624	165.81	Remit to: ONTARIO CA RETIREE MED MAR '12	165.81
Vendor Total		165.81		
FYTD for SHARRETT, SHARON K.		1,543.23		
SHASTA FIRE PROTECTION, INC				
3/12/2012	211738	66.70	Remit to: PALM SPRINGS CA REFUND-BUS. LIC OVRPMT	66.70
Vendor Total		66.70		
FYTD for SHASTA FIRE PROTECTION, INC		66.70		
SHAW, EDWARD				
3/26/2012	211997	278.00	Remit to: MORENO VALLEY CA REFUND-TIME FOR TOTS	278.00
Vendor Total		278.00		
FYTD for SHAW, EDWARD		278.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SHEFFIELD FORECLOSURE RENOVATION				
			Remit to: RIVERSIDE	CA
3/12/2012	211739	3,306.35	PROPERTY REHAB-24747 BRODIAEA	3,306.35
3/26/2012	211998	22,553.18	PROPERTY REHAB-23974 HEMLOCK	22,553.18
Vendor Total		25,859.53		
FYTD for SHEFFIELD FORECLOSURE RENOVATION		195,003.52		
SHELDON, STUART H.				
			Remit to: MURRIETA	CA
3/5/2012	211625	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for SHELDON, STUART H.		2,868.57		
SHERIFF'S SPECIAL EVENTS				
			Remit to: RIVERSIDE	CA
3/19/2012	211857	20.00	ANNUAL DEPT AWARDS CEREMONY	20.00
3/26/2012	211999	100.00	ANNUAL DEPT AWARDS CEREMONY	20.00
			ANNUAL DEPT AWARDS CEREMONY	20.00
			ANNUAL DEPT AWARDS CEREMONY	20.00
			ANNUAL DEPT AWARDS CEREMONY	20.00
Vendor Total		120.00		
FYTD for SHERIFF'S SPECIAL EVENTS		120.00		
SHEWARD & SON & SONS				
			Remit to: COSTA MESA	CA
3/12/2012	211740	63.41	REFUND-BUS. LIC OVRPMT	63.41
Vendor Total		63.41		
FYTD for SHEWARD & SON & SONS		63.41		
SHRED IT				
			Remit to: RIVERSIDE	CA
3/19/2012	211858	20.79	REFUND-BUS. LIC OVRPMT	20.79
Vendor Total		20.79		
FYTD for SHRED IT		20.79		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SINGER & COFFIN, APC				
			<u>Remit to:</u> IRVINE CA	
3/12/2012	884783	72.00	LEGAL SVCS	72.00
3/19/2012	211859	162.00	LEGAL SVCS LEGAL SVCS	108.50 53.50
Vendor Total		234.00		
FYTD for SINGER & COFFIN, APC		15,787.70		
SKY PUBLISHING				
			<u>Remit to:</u> MORENO VALLEY CA	
3/12/2012	211741	857.00	SHOP MOVAL ADVERTISING	857.00
Vendor Total		857.00		
FYTD for SKY PUBLISHING		48,596.50		
SKY TRAILS MOBILE VILLAGE				
			<u>Remit to:</u> LOS ANGELES CA	
3/12/2012	884784	64.56	REFUND-EXEMPT UU TAXES	64.56
Vendor Total		64.56		
FYTD for SKY TRAILS MOBILE VILLAGE		578.78		
SMELTZER, JOY				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	212000	61.00	REFUND-YTH ARENA SOCCER	61.00
Vendor Total		61.00		
FYTD for SMELTZER, JOY		61.00		
SMITH, MARIA A.				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	884733	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for SMITH, MARIA A.		2,868.57		
SMITH/DEWEY, MICHELLE/DON				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	212001	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for SMITH/DEWEY, MICHELLE/DON		75.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SO CAL WEST REALTY				
			Remit to: MORENO VALLEY	CA
3/19/2012	211860	43.12		
			REFUND-BUS. LIC OVRPMT	43.12
Vendor Total		43.12		
FYTD for SO CAL WEST REALTY		43.12		
SOCO GROUP, INC				
			Remit to: PERRIS	CA
3/5/2012	884734	7,000.88		
			FUEL PURCH-CITY VEHICLES/EQUIP	7,000.88
3/19/2012	211861	8,720.64		
			FUEL PURCH-CITY VEHICLES/EQUIP	8,720.64
3/26/2012	884831	15,529.60		
			FUEL PURCH-CITY VEHICLES/EQUIP	8,448.58
			FUEL PURCH-CITY VEHICLES/EQUIP	7,081.02
Vendor Total		31,251.12		
FYTD for SOCO GROUP, INC		282,431.95		
SODEN ENTERPRISES, INC. DBA EASY YOGA				
			Remit to: MORENO VALLEY	CA
3/26/2012	212002	103.20		
			INSTRUCTOR SVCS-YOGA	103.20
Vendor Total		103.20		
FYTD for SODEN ENTERPRISES, INC. DBA EASY YOGA		619.20		
SOLOMAN, STEVE				
			Remit to: GREEN VALLEY	CA
3/26/2012	212003	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for SOLOMAN, STEVE		75.00		
SONE, EDDY				
			Remit to: MORENO VALLEY	CA
3/12/2012	211742	47.50		
			REFUND-CITATION OVRPMT	47.50
Vendor Total		47.50		
FYTD for SONE, EDDY		47.50		
SOTOVILLA, JOSE A.				
			Remit to: FONTANA	CA
3/12/2012	211743	100.00		
			REFUND-CITATION OVRPMT	100.00
Vendor Total		100.00		
FYTD for SOTOVILLA, JOSE A.		100.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTH COAST AIR QUALITY MGMT DISTRICT			<u>Remit to:</u> DIAMOND BAR	CA
3/26/2012	212004	3,185.88	PERMIT-EMERG GENERATOR INSTALL	3,185.88
Vendor Total		3,185.88		
FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT		10,357.72		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON			<u>Remit to:</u> ROSEMEAD	CA
3/5/2012	211627	6,187.05		
			ELECTRICITY	693.77
			ELECTRICITY	71.18
			ELECTRICITY	23.22
			ELECTRICITY	139.62
			ELECTRICITY	1,120.61
			ELECTRICITY	1,395.63
			ELECTRICITY	129.50
			ELECTRICITY	146.56
			ELECTRICITY	414.51
			ELECTRICITY	764.79
			ELECTRICITY	170.14
			ELECTRICITY	881.03
			ELECTRICITY	184.37
			ELECTRICITY	52.12
3/12/2012	211744	14,146.73		
			IFA CHARGES-SUBSTATION	14,146.73
3/12/2012	211745	5,335.11		
			ELECTRICITY	97.98
			ELECTRICITY	198.10
			ELECTRICITY	1,202.14
			ELECTRICITY	740.47
			ELECTRICITY	864.59
			ELECTRICITY	344.26
			ELECTRICITY	398.13
			ELECTRICITY	294.79
			ELECTRICITY	23.47
			ELECTRICITY	911.97
			ELECTRICITY	94.35
			ELECTRICITY	91.59
			ELECTRICITY	73.27
3/19/2012	211773	10,238.15		
			ELECTRICITY	23.19
			ELECTRICITY	784.73
			ELECTRICITY	134.97
			ELECTRICITY	223.68
			ELECTRICITY	124.27
			ELECTRICITY	1,026.75
			ELECTRICITY	2,146.62
			ELECTRICITY	110.40
			ELECTRICITY	181.29
			ELECTRICITY	468.40
			ELECTRICITY	771.79
			ELECTRICITY	169.17
			ELECTRICITY	835.08
			ELECTRICITY	423.36
			ELECTRICITY	389.54
			ELECTRICITY	328.70
			ELECTRICITY	22.44
			ELECTRICITY	1,609.96
			ELECTRICITY	236.09
			ELECTRICITY	163.94



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	63.78
3/19/2012	211862	16,511.30	RELOCATE O/H STREETLIGHT/EQUIP	16,511.30
3/26/2012	212005	21,615.83	ELECTRICITY	194.32
			ELECTRICITY	27.42
			ELECTRICITY	5,448.47
			ELECTRICITY	953.88
			ELECTRICITY	2,453.99
			ELECTRICITY	18.56
			ELECTRICITY	1,875.27
			ELECTRICITY	580.58
			ELECTRICITY	1,529.86
			ELECTRICITY	65.28
			ELECTRICITY	4,252.38
			ELECTRICITY	24.23
			ELECTRICITY	20.91
			ELECTRICITY	776.48
			ELECTRICITY	1,848.92
			ELECTRICITY	290.30
			ELECTRICITY	453.51
			ELECTRICITY	459.47
			ELECTRICITY	165.03
			ELECTRICITY	176.97

Vendor Total **74,034.17**

FYTD for SOUTHERN CALIFORNIA EDISON	2,741,459.10
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SOUTHERN CALIFORNIA EDISON CO.	Remit to: ROMOLAND	CA
3/12/2012 211746 1,189.04	LINE EXTENSION-SR60/NASON I/C	1,189.04

Vendor Total **1,189.04**

FYTD for SOUTHERN CALIFORNIA EDISON CO.	4,718.27
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City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA GAS CO.				
			<u>Remit to:</u> MONTEREY PARK CA	
3/5/2012	211629	11,173.28		
			GAS METER/SVC INSTALLATION ADV	9,158.43
			ITCCA (CIAC TAX)	2,014.85
3/12/2012	211747	74.57		
			GAS CHARGES	74.57
3/26/2012	212006	7,403.32		
			GAS CHARGES	1,009.85
			GAS CHARGES	3,012.67
			GAS CHARGES	115.54
			GAS CHARGES	117.44
			GAS CHARGES	523.18
			GAS CHARGES	306.48
			GAS CHARGES	67.75
			GAS CHARGES	503.17
			GAS CHARGES	286.83
			GAS CHARGES	240.39
			GAS CHARGES	182.24
			GAS CHARGES	186.15
			GAS CHARGES	312.42
			GAS CHARGES	235.09
			GAS CHARGES	38.04
			GAS CHARGES	266.08
Vendor Total		18,651.17		
FYTD for SOUTHERN CALIFORNIA GAS CO.		63,362.49		
SOZA, BARBARA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/12/2012	211748	31.00		
			REFUND-ANIMAL SVCS OVRPMT	31.00
Vendor Total		31.00		
FYTD for SOZA, BARBARA		31.00		
SPARKLETTS				
			<u>Remit to:</u> DALLAS TX	
3/5/2012	211630	5.00		
			WATER SERVICE-GOLF COURSE	5.00
3/12/2012	211749	11.19		
			WATER SERVICE-ARMADA ELEM.	11.19
3/19/2012	211865	4.50		
			WATER SERVICE-EMERG MGMT SVCS	4.50
Vendor Total		20.69		
FYTD for SPARKLETTS		516.69		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SPECK, GARY B.				
3/5/2012	884735	318.73	Remit to: MORENO VALLEY CA RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for SPECK, GARY B.		2,868.57		
SPECTRUM FLORAL SERVICE				
3/12/2012	211750	85.43	Remit to: VISTA CA REFUND-BUS. LIC OVRPMT	85.43
Vendor Total		85.43		
FYTD for SPECTRUM FLORAL SERVICE		85.43		
SPENCER, MARTHA				
3/5/2012	884736	225.99	Remit to: MORENO VALLEY CA RETIREE MED MAR '12	225.99
Vendor Total		225.99		
FYTD for SPENCER, MARTHA		2,057.25		
SPRINT/NEXTEL				
3/12/2012	884785	79.67	Remit to: CAROL STREAM IL CELL PHONE SVCS-GANG TASK FRC	79.67
Vendor Total		79.67		
FYTD for SPRINT/NEXTEL		5,609.28		
STANDARD INSURANCE CO				
3/19/2012	211866	1,850.17	Remit to: PORTLAND OR SUPPLEMENTAL INSURANCE	1,850.17
Vendor Total		1,850.17		
FYTD for STANDARD INSURANCE CO		268,447.09		
STANLEY CONVERGENT SECURITY SOLUTNS, INC				
3/5/2012	884737	82.84	Remit to: RIVERSIDE CA SECURITY EQUIP BATTERY REPLCD	82.84
3/26/2012	884832	179.35	MONITORING SVCS-PARK SNCK BARS	179.35
Vendor Total		262.19		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC		21,382.15		
STAR CLEANERS				
3/26/2012	212007	25.00	Remit to: MORENO VALLEY CA REFUND-BUS. LIC OVRPMT	25.00
Vendor Total		25.00		
FYTD for STAR CLEANERS		25.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STATE BOARD OF EQUALIZATION				
			Remit to: SACRAMENTO	CA
3/20/2012	22912	2,379.00		
			SALES & USE TAX 2/1-2/29/12	2,379.00
Vendor Total		2,379.00		
FYTD for STATE BOARD OF EQUALIZATION		46,939.63		
STATE DISBURSEMENT UNIT				
			Remit to: WEST SACRAMENTO	CA
3/5/2012	211631	45.00		
			CS#0650464971-01/0650613537-01	45.00
3/12/2012	211752	27.00		
			CS#0650464971-01/0650613537-01	27.00
3/8/2012	3035	2,228.54		
			CHILD SUPPORT W/H 3/8/12	2,228.54
3/22/2012	3043	2,231.21		
			CHILD SUPPORT WITHHOLDING	2,231.21
Vendor Total		4,531.75		
FYTD for STATE DISBURSEMENT UNIT		40,999.20		
STATE NET				
			Remit to: SACRAMENTO	CA
3/5/2012	884738	0.00		
			CAL LEGISLATN & REG RPRTNG SVC	1,282.50
			VOIDED CHECK #884738 - 3/12/12	-1,282.50
3/12/2012	211753	1,282.50		
			CAL LEGISLATN & REG RPRTNG SVC	1,282.50
Vendor Total		1,282.50		
FYTD for STATE NET		1,282.50		
STATE OF CALIFORNIA DEPT. OF CONSUMER AF				
			Remit to: SACRAMENTO	CA
3/5/2012	211632	125.00		
			J. FROHMAN-PROF. LIC RENEWAL	125.00
Vendor Total		125.00		
FYTD for STATE OF CALIFORNIA DEPT. OF CONSUMER AF		625.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STATE OF CALIFORNIA DEPT. OF JUSTICE				
			<u>Remit to:</u> SACRAMENTO CA	
3/5/2012	211633	2,770.00	FINGERPRINTING SVCS-PD	2,770.00
3/12/2012	211754	4,419.00	BLOOD ALCOHOL ANALYSIS FOR PD	945.00
			FINGERPRINTING SVCS-PD	32.00
			FINGERPRINTING SVCS-PD	3,442.00
3/19/2012	211867	280.00	BLOOD ALCOHOL ANALYSIS FOR PD	140.00
			BLOOD ALCOHOL ANALYSIS FOR PD	140.00
3/26/2012	212008	128.00	FINGERPRINTING SVCS-BUS. LIC.	96.00
			FINGERPRINTING SVCS-HUM. RES.	32.00
Vendor Total		7,597.00		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		43,984.00		
STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV				
			<u>Remit to:</u> SACRAMENTO CA	
3/19/2012	211868	300.30	REFUND-MVU/MARIE J LEISS	205.21
			REFUND-MVU/JOSEPH J JUG	95.09
Vendor Total		300.30		
FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV		1,625.27		
STATE WATER RESOURCES CONTROL BOARD				
			<u>Remit to:</u> SACRAMENTO CA	
3/12/2012	211755	543.00	ANNL PERMIT FEE-SR60/NASON I/C	543.00
Vendor Total		543.00		
FYTD for STATE WATER RESOURCES CONTROL BOARD		543.00		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN				
			<u>Remit to:</u> CORONA CA	
3/19/2012	211869	1,226.24	DICTION & TRANSCRIPTION SVCS	1,226.24
Vendor Total		1,226.24		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		16,072.16		
STEPHENS, QUINELL				
			<u>Remit to:</u> MORENO VALLEY CA	
3/5/2012	211634	306.68	REFUND-1/13/12 RENTAL DEPOSIT	200.00
			REFUND-CREDIT ON ACCOUNT	106.68
Vendor Total		306.68		
FYTD for STEPHENS, QUINELL		306.68		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STEWART, CLIFFORD				
			Remit to: GLENDALE	AZ
3/5/2012	884739	271.44	RETIREE MED MAR '12	271.44
Vendor Total		271.44		
FYTD for STEWART, CLIFFORD		2,421.60		
STK ARCHITECTURE, INC.				
			Remit to: TEMECULA	CA
3/19/2012	211870	24,708.81	MORRISON PARK FIRE STN PROJ	24,708.81
Vendor Total		24,708.81		
FYTD for STK ARCHITECTURE, INC.		203,491.85		
STRICKLER ASSOCIATION, THE				
			Remit to: SAN BERNARDINO	CA
3/12/2012	884786	3,217.50	CONSULTING SVCS-EDD	3,217.50
Vendor Total		3,217.50		
FYTD for STRICKLER ASSOCIATION, THE		30,566.25		
STRICKLER II, JOHN W.				
			Remit to: SAN BERNARDINO	CA
3/5/2012	884740	318.73	RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for STRICKLER II, JOHN W.		2,868.57		
SUNDOWN WINDOW TINTNG				
			Remit to: RIVERSIDE	CA
3/5/2012	884741	454.00	INSTALL WINDOW FILM-EOC	129.00
			INSTALL WINDOW FILM-TS ANNEX	325.00
Vendor Total		454.00		
FYTD for SUNDOWN WINDOW TINTNG		1,253.82		
SUNNYMEAD ACE HARDWARE				
			Remit to: MORENO VALLEY	CA
3/12/2012	211756	92.63	SUPPLIES FOR PD PARKING AREA	92.63
3/26/2012	212009	28.62	MISC SUPPLIES-FIRE DEPT	28.62
Vendor Total		121.25		
FYTD for SUNNYMEAD ACE HARDWARE		1,260.54		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SUNNYMEAD VETERINARY CLINIC				
			Remit to: MORENO VALLEY	CA
3/12/2012	211757	325.00	EMERG/AFTER-HRS VET SVCS	325.00
Vendor Total		325.00		
FYTD for SUNNYMEAD VETERINARY CLINIC		745.00		
SUPERIOR TOWING				
			Remit to: MORENO VALLEY	CA
3/5/2012	211636	24.00	REFUND-ROT. TOW PRGM OVRPMT	24.00
Vendor Total		24.00		
FYTD for SUPERIOR TOWING		24.00		
TARGET SPECIALTY PRODUCTS				
			Remit to: SANTA FE SPRINGS	CA
3/26/2012	884833	5,006.50	ROUNDUP PROMAX HERBICIDE	5,006.50
Vendor Total		5,006.50		
FYTD for TARGET SPECIALTY PRODUCTS		5,006.50		
TAX COMPLIANCE SERVICES				
			Remit to: THOUSAND OAKS	CA
3/26/2012	212010	5,000.00	UUT COMPLIANCE & AUDIT SVCS	5,000.00
Vendor Total		5,000.00		
FYTD for TAX COMPLIANCE SERVICES		52,500.00		
THERMAL COMBUSTION INNOVATORS				
			Remit to: COLTON	CA
3/26/2012	212011	141.78	MEDICAL/BIOHAZ. WASTE DISPOSAL	70.97
			MEDICAL/BIOHAZ. WASTE DISPOSAL	70.81
Vendor Total		141.78		
FYTD for THERMAL COMBUSTION INNOVATORS		353.94		
THERMALAIR, INC				
			Remit to: ANAHEIM	CA
3/26/2012	212012	34.91	REFUND-BUS. LIC OVRPMT	34.91
Vendor Total		34.91		
FYTD for THERMALAIR, INC		34.91		
THOMPSON COBURN LLP				
			Remit to: WASHINGTON	DC
3/5/2012	884742	1,609.44	LEGAL SVCS FOR MVU	1,609.44
Vendor Total		1,609.44		
FYTD for THOMPSON COBURN LLP		19,595.09		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
THOMSON REUTERS INC				
			Remit to: ENCINO	CA
3/5/2012	211640	92.68	LEGAL PUBLICATIONS SUBSCRPTNS	92.68
Vendor Total		92.68		
FYTD for THOMSON REUTERS INC		5,212.29		
THRIFTY OIL CO. ECONOMY 348				
			Remit to: SANTA FE SPRINGS	CA
3/5/2012	211641	75.65	REFUND-BUS. LIC OVRPMT	75.65
Vendor Total		75.65		
FYTD for THRIFTY OIL CO. ECONOMY 348		75.65		
THYSSENKRUPP ELEVATOR CORPORATION				
			Remit to: ANAHEIM	CA
3/19/2012	211871	45.93	REFUND-BUS. LIC OVRPMT	45.93
Vendor Total		45.93		
FYTD for THYSSENKRUPP ELEVATOR CORPORATION		45.93		
T-MOBILE USA				
			Remit to: SEATTLE	WA
3/5/2012	211638	100.00	E911 LOCATOR TOOL SVCS FOR PD	100.00
Vendor Total		100.00		
FYTD for T-MOBILE USA		200.00		
TOBIAS, BERNICE				
			Remit to: MORENO VALLEY	CA
3/12/2012	211758	30.00	REFUND-FALSE ALARM/APEALED	30.00
Vendor Total		30.00		
FYTD for TOBIAS, BERNICE		30.00		
TRACSYSTEMS, INC.				
			Remit to: ADDISON	TX
3/26/2012	212013	3,919.50	PHAROS SOFTWARE RNWL-LIBRARY	3,919.50
Vendor Total		3,919.50		
FYTD for TRACSYSTEMS, INC.		3,919.50		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRICHE, TARA				
			Remit to: MORENO VALLEY	CA
3/26/2012	212014	2,442.00		
			INSTRUCTOR SVCS-BALLET INTERMD	111.00
			INSTRUCTOR SVCS-BALLET	421.80
			INSTRUCTOR SVCS-BALLET/ACRO	244.20
			INSTRUCTOR SVCS-DANCE EXPLOR.	177.60
			INSTRUCTOR SVCS-DANCE EXPLOR.	199.80
			INSTRUCTOR SVCS-DANCE EXPLOR.	399.60
			INSTRUCTOR SVCS-DANCE EXPLOR.	399.60
			INSTRUCTOR SVCS-DANCE EXPLOR.	88.80
			INSTRUCTOR SVCS-HIP HOP DANCE	399.60
Vendor Total		2,442.00		
FYTD for TRICHE, TARA		19,669.20		
TRI-CITY LINEN SUPPLY, INC.				
			Remit to: RIVERSIDE	CA
3/5/2012	884743	50.00		
			LINEN RENTAL FOR CRC	25.00
			LINEN RENTAL FOR CRC	25.00
3/12/2012	884787	124.80		
			LINEN RNTL FOR EVENT-CTR#19815	37.50
			LINEN RNTL FOR EVENT-CTR#20583	49.95
			LINEN RNTL FOR EVENT-CTR#20002	37.35
3/19/2012	211872	25.00		
			LINEN RENTAL FOR CRC	25.00
3/26/2012	884834	84.50		
			LINEN RENTAL FOR CRC	25.00
			LINEN RENTAL FOR CRC	25.00
			LINEN RNTL FOR EVENT-CTR#19643	34.50
Vendor Total		284.30		
FYTD for TRI-CITY LINEN SUPPLY, INC.		1,559.73		
TRILAR MANAGEMENT GROUP				
			Remit to: HEMET	CA
3/5/2012	211642	1,990.00		
			LATE RENT PYMT FOR RESIDENTS	1,990.00
Vendor Total		1,990.00		
FYTD for TRILAR MANAGEMENT GROUP		6,333.67		
TRIPLE H PLASTERING, INC				
			Remit to: ONTARIO	CA
3/12/2012	211759	51.50		
			REFUND-BUS. LIC OVRPMT	51.50
Vendor Total		51.50		
FYTD for TRIPLE H PLASTERING, INC		51.50		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TROPICAL PLAZA NURSERY, INC.				
			<u>Remit to:</u> VILLA PARK	CA
3/5/2012	211643	6,086.12	LANDSCAPE MAINT-ZONE E-2	6,086.12
3/19/2012	211873	160.54	IRRIGATION REPAIRS-ZONE E-2	160.54
Vendor Total		6,246.66		
FYTD for TROPICAL PLAZA NURSERY, INC.		97,905.81		
TRUGREEN LANDCARE				
			<u>Remit to:</u> RIVERSIDE	CA
3/26/2012	884835	10,914.29	LANDSCAPE MAINT-ZONE M	5,532.72
			LANDSCAPE MAINT-ZONE DSG-1	5,121.57
			INSTALL CEMENT-IRRIG. PEDESTAL	260.00
Vendor Total		10,914.29		
FYTD for TRUGREEN LANDCARE		220,457.36		
TUFTS, SUSAN				
			<u>Remit to:</u> RIVERSIDE	CA
3/12/2012	211760	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for TUFTS, SUSAN		20.00		
TUNTLAND, JAMES				
			<u>Remit to:</u> PRESCOTT	AZ
3/5/2012	884744	271.44	RETIREE MED MAR '12	271.44
Vendor Total		271.44		
FYTD for TUNTLAND, JAMES		2,421.60		
TW TELECOM				
			<u>Remit to:</u> DENVER	CO
3/12/2012	211761	1,397.18	TELECOM SVCS-LOCAL/LONG DIST.	1,397.18
Vendor Total		1,397.18		
FYTD for TW TELECOM		5,315.23		
U S SECURITY ASSOCIATE				
			<u>Remit to:</u> ROSWELL	GA
3/5/2012	211644	22.72	REFUND-BUS. LIC OVRPMT	22.72
Vendor Total		22.72		
FYTD for U S SECURITY ASSOCIATE		22.72		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
U.S. HEALTHWORKS MEDICAL GROUP				
			<u>Remit to:</u> LOS ANGELES	CA
3/26/2012	212016	172.00		
			PRE-EMPLOYMENT PHYSICAL	90.00
			PRE-EMPLOYMENT DRUG TEST, ETC	82.00
Vendor Total		172.00		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP		517.00		
U-HAUL CO OF CALIFORNIA				
			<u>Remit to:</u> PHOENIX	AZ
3/26/2012	212015	44.66		
			REFUND-BUS. LIC OVRPMT	44.66
Vendor Total		44.66		
FYTD for U-HAUL CO OF CALIFORNIA		44.66		
ULTRA HEALTH CENTER				
			<u>Remit to:</u> MORENO VALLEY	CA
3/19/2012	211874	50.00		
			REFUND-BUS. LIC OVRPMT	50.00
Vendor Total		50.00		
FYTD for ULTRA HEALTH CENTER		50.00		
UNION BANK OF CALIFORNIA				
			<u>Remit to:</u> SAN DIEGO	CA
3/12/2012	211762	291.67		
			INVESTMENT SAFEKEEPING SVCS	291.67
Vendor Total		291.67		
FYTD for UNION BANK OF CALIFORNIA		2,625.03		
UNITED ROTARY BRUSH CORP				
			<u>Remit to:</u> ESCONDIDO	CA
3/19/2012	211875	226.51		
			BROOM KITS FOR ST. SWEEPERS	226.51
3/26/2012	884836	243.18		
			BROOM KITS FOR ST. SWEEPERS	129.92
			BROOM KITS FOR ST. SWEEPERS	113.26
Vendor Total		469.69		
FYTD for UNITED ROTARY BRUSH CORP		32,017.80		
UNITED SITE SERVICES OF CA, INC.				
			<u>Remit to:</u> EL MONTE	CA
3/26/2012	884837	106.40		
			FENCE RENTAL-ANIMAL SHELTER	106.40
Vendor Total		106.40		
FYTD for UNITED SITE SERVICES OF CA, INC.		1,214.99		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNITED STATES TREASURY				
			<u>Remit to:</u> CINCINNATI	OH
3/12/2012	211763	137.40		
			PAYROLL DEDUCTION AGREEMENT	137.40
3/26/2012	212017	44.99		
			PAYROLL DEDUCTION AGREEMENT	44.99
Vendor Total		182.39		
FYTD for UNITED STATES TREASURY		1,839.51		
UNITED WAY OF INLAND VALLEYS				
			<u>Remit to:</u> RIVERSIDE	CA
3/12/2012	211764	335.00		
			UNITED WAY CONTRIBUTIONS	335.00
3/26/2012	212018	335.00		
			UNITED WAY CONTRIBUTIONS	335.00
Vendor Total		670.00		
FYTD for UNITED WAY OF INLAND VALLEYS		8,847.66		
USA MOBILITY/ARCH WIRELESS				
			<u>Remit to:</u> ALEXANDRIA	VA
3/19/2012	211876	35.70		
			PAGER SVC FOR PARK RANGERS	1.69
			PAGER SVC FOR TRANSP. DIV	4.60
			PAGER SVC FOR ANIMAL SVCS	29.41
Vendor Total		35.70		
FYTD for USA MOBILITY/ARCH WIRELESS		323.80		
VA CONSULTING, INC.				
			<u>Remit to:</u> IRVINE	CA
3/5/2012	884745	7,524.53		
			AUTO MALL STREET UPGRADES PROJ	7,524.53
3/12/2012	884788	134.02		
			HEACOCK ST BRIDGE RPLCMNT PROJ	134.02
Vendor Total		7,658.55		
FYTD for VA CONSULTING, INC.		34,211.54		
VACATE TERMITE & PEST ELIMINATION CO.				
			<u>Remit to:</u> MORENO VALLEY	CA
3/12/2012	884789	300.00		
			EMERG BEES/HIVE REMOVAL AT PSB	300.00
3/19/2012	211877	180.00		
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
Vendor Total		480.00		
FYTD for VACATE TERMITE & PEST ELIMINATION CO.		14,030.00		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VALI COOPER & ASSOCIATES, INC.				
3/19/2012	211878	9,520.00	Remit to: POINT RICHMOND CA PROF CONSULTANT STAFFING SVCS	9,520.00
Vendor Total		9,520.00		
FYTD for VALI COOPER & ASSOCIATES, INC.		78,592.50		
VARIABLE SPEEDS SOLUTIONS INC				
3/19/2012	211879	1,319.11	Remit to: HUNTINGTON BEACH CA PUMP MOTOR REPLCMNT-ZONE E-4	1,319.11
Vendor Total		1,319.11		
FYTD for VARIABLE SPEEDS SOLUTIONS INC		6,352.90		
VAS ASSOCIATES, INC.				
3/12/2012	884790	20,160.00	Remit to: CORONA CA PROF CONSULTANT STAFFING SVCS	20,160.00
Vendor Total		20,160.00		
FYTD for VAS ASSOCIATES, INC.		164,400.00		
VASQUEZ SECURITY SERVICES				
3/19/2012	211880	28.35	Remit to: RIVERSIDE CA REFUND-BUS. LIC OVRPMT	28.35
Vendor Total		28.35		
FYTD for VASQUEZ SECURITY SERVICES		28.35		
VEHICLE REGISTRATION COLLECTIONS				
3/12/2012	211765	132.00	Remit to: RANCHO CORDOVA CA GARNISHMENT	132.00
Vendor Total		132.00		
FYTD for VEHICLE REGISTRATION COLLECTIONS		662.00		
VERIZON				
3/19/2012	211881	1,781.87	Remit to: TRENTON NJ BACKBONE COMMUN. CHARGES	1,781.87
Vendor Total		1,781.87		
FYTD for VERIZON		15,705.01		
VERIZON CALIFORNIA				
3/26/2012	212019	628.34	Remit to: DALLAS TX PHONE CHARGES-ERC	628.34
Vendor Total		628.34		
FYTD for VERIZON CALIFORNIA		6,139.34		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VICTOR MEDICAL CO				
			<u>Remit to:</u> LAKE FOREST	CA
3/5/2012	211645	1,820.98		
			ANIMAL MEDICAL SUPPLIES	802.74
			ANIMAL MEDICAL SUPPLIES	1,018.24
	Vendor Total	1,820.98		
FYTD for VICTOR MEDICAL CO		13,592.54		
VIGIL, ERNEST				
			<u>Remit to:</u> MORENO VALLEY	CA
3/5/2012	884746	318.73		
			RETIREE MED MAR '12	318.73
	Vendor Total	318.73		
FYTD for VIGIL, ERNEST		2,868.57		
VISION SERVICE PLAN				
			<u>Remit to:</u> SAN FRANCISCO	CA
3/19/2012	211882	3,909.82		
			EMPLOYEE VISION INSURANCE	3,909.82
	Vendor Total	3,909.82		
FYTD for VISION SERVICE PLAN		35,425.33		
VOYAGER FLEET SYSTEM, INC.				
			<u>Remit to:</u> HOUSTON	TX
3/12/2012	884791	1,054.84		
			CNG FUEL PURCHASES	1,013.83
			CNG FUEL PURCHASES	41.01
	Vendor Total	1,054.84		
FYTD for VOYAGER FLEET SYSTEM, INC.		20,029.90		
VULCAN MATERIALS CO, INC.				
			<u>Remit to:</u> SAN BERNARDINO	CA
3/12/2012	211766	866.31		
			ASPHALTIC MATERIALS	217.28
			ASPHALTIC MATERIALS	145.47
			ASPHALTIC MATERIALS	144.05
			ASPHALTIC MATERIALS	359.51
3/26/2012	212020	581.86		
			ASPHALTIC MATERIALS	181.73
			ASPHALTIC MATERIALS	109.91
			ASPHALTIC MATERIALS	109.91
			ASPHALTIC MATERIALS	180.31
	Vendor Total	1,448.17		
FYTD for VULCAN MATERIALS CO, INC.		18,065.00		
WAGGONER JR., GLENN C.				
			<u>Remit to:</u> MORENO VALLEY	CA
3/5/2012	884747	276.58		
			RETIREE MED FEB 12, PD MAR 12	276.58
	Vendor Total	276.58		
FYTD for WAGGONER JR., GLENN C.		2,339.78		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WAGNER, GARY D.				
3/5/2012	884748	318.73	Remit to: MORENO VALLEY CA RETIREE MED MAR '12	318.73
Vendor Total		318.73		
FYTD for WAGNER, GARY D.		2,868.57		
WAGONER, ROBERT				
3/5/2012	884749	540.60	Remit to: ZEPHYRHILLS FL RETIREE MED JAN-MAR12 PD MAR12	540.60
Vendor Total		540.60		
FYTD for WAGONER, ROBERT		1,802.00		
WAGY, CARYLON				
3/5/2012	211646	637.46	Remit to: MORENO VALLEY CA RETIREE MED JAN/FEB12 PD MAR12	637.46
Vendor Total		637.46		
FYTD for WAGY, CARYLON		3,187.30		
WEBB, GEORGE				
3/26/2012	212021	1,500.00	Remit to: CORONA DEL MAR CA RELEASE OF TRUST ACCT FUNDS	1,500.00
Vendor Total		1,500.00		
FYTD for WEBB, GEORGE		1,500.00		
WELLS FARGO BANK				
3/19/2012	211883	30.00	Remit to: MORENO VALLEY CA REFUND-FALSE ALARM DUP PMT	30.00
Vendor Total		30.00		
FYTD for WELLS FARGO BANK		10,030.00		
WEST				
3/12/2012	211767	677.10	Remit to: SAINT PAUL MN AUTO TRACK SVCS-PD	677.10
Vendor Total		677.10		
FYTD for WEST		4,433.99		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WEST COAST ARBORISTS, INC.				
3/12/2012	884792	6,040.00	Remit to: ANAHEIM CA	
			TREE TRIMMING SVCS-ZONE E-1	3,535.00
			TREE REMOVAL SVCS-ZONE E-1	175.00
			TREE REMOVAL SVCS-ZONE E-1	175.00
			TREE TRIMMING SVCS-ZONE E-1A	1,875.00
			TREE TRIMMING SVCS-ZONE E-7	280.00
	Vendor Total	6,040.00		
FYTD for WEST COAST ARBORISTS, INC.		37,585.00		
WESTERN MUNICIPAL WATER DISTRICT				
3/26/2012	212022	1,692.74	Remit to: RIVERSIDE CA	
			WATER CHARGES	1,019.94
			WATER CHARGES	73.82
			WATER CHARGES	576.06
			WATER CHARGES	22.92
	Vendor Total	1,692.74		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		21,226.09		
WESTOVER, MARK				
3/5/2012	884750	318.73	Remit to: SAN DIEGO CA	
			RETIREE MED MAR '12	318.73
	Vendor Total	318.73		
FYTD for WESTOVER, MARK		2,639.39		
WHITEMAN, RICHARD				
3/12/2012	211768	65.00	Remit to: MORENO VALLEY CA	
			REFUND-DOG ADOPTION FEES	30.00
			REFUND-DOG ADOPTION FEES	10.00
			REFUND-DOG ADOPTION FEES	25.00
	Vendor Total	65.00		
FYTD for WHITEMAN, RICHARD		65.00		
WIBERG, CHRISTOPHER				
3/5/2012	211647	318.73	Remit to: ANAHEIM CA	
			RETIREE MED MAR '12	318.73
	Vendor Total	318.73		
FYTD for WIBERG, CHRISTOPHER		3,079.01		
WIELIN, RONALD A.				
3/5/2012	884751	318.73	Remit to: BANNING CA	
			RETIREE MED MAR '12	318.73
	Vendor Total	318.73		
FYTD for WIELIN, RONALD A.		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WILLIAMS SCOTSMAN				
3/5/2012	211649	111.32	Remit to: BALTIMORE CA REFUND-BUS. LIC OVRPMT	111.32
Vendor Total		111.32		
FYTD for WILLIAMS SCOTSMAN		111.32		
WILLIAMS, AUBREY GERALD				
3/26/2012	212023	44.00	Remit to: MORENO VALLEY CA SPORTS OFFICIATING SVCS	44.00
Vendor Total		44.00		
FYTD for WILLIAMS, AUBREY GERALD		44.00		
WILLIAMS, JANE L.				
3/5/2012	884752	384.80	Remit to: GRAND FORKS ND RETIREE MED JAN/FEB12 PD MAR12	384.80
Vendor Total		384.80		
FYTD for WILLIAMS, JANE L.		1,731.60		
WILLIS, ROBERT H				
3/5/2012	211650	60.00	Remit to: PERRIS CA SPORTS OFFICIATING SVCS	60.00
Vendor Total		60.00		
FYTD for WILLIS, ROBERT H		1,820.00		
WRIGHT SEPTIC TANK PUMPING				
3/5/2012	211651	562.50	Remit to: SAN JACINTO CA SEPTIC TANK PUMPED-CITY YARD	562.50
Vendor Total		562.50		
FYTD for WRIGHT SEPTIC TANK PUMPING		1,912.50		



City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WURM'S JANITORIAL SERVICES, INC.				
			<u>Remit to:</u> CORONA	CA
3/5/2012	884753	1,072.50		
			DAY PORTER SVCS FOR FACILITIES	960.00
			VANDALISM CLEAN-UP AT EOC	112.50
3/19/2012	211884	19,695.33		
			JANITORIAL SVCS-EMP RES CTR	532.81
			JANITORIAL SVCS-SUNNYMD ELEM	184.10
			JANITORIAL SVCS-EOC	688.36
			JANITORIAL SVCS-SP DIST ANNEX	735.73
			JANITORIAL SVCS-FACIL. ANNEX	124.29
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-MRCH FLD PK CC	955.70
			JANITORIAL SVCS-PUB SFTY BLDG	5,564.25
			JANITORIAL SVCS-GANG TSK FORCE	112.82
			JANITORIAL SVCS-RAINBOW RIDGE	310.19
			JANITORIAL SVCS-SENIOR CTR	1,916.18
			JANITORIAL SVCS-THINK TG BLDG	298.87
			JANITORIAL SVCS-TOWNGATE C.C.	691.38
			JANITORIAL SVCS-TS ANNEX	453.43
			JANITORIAL SVCS-CONF & REC CTR	3,447.93
			TOWNGT C.C.-DEEP CLEAN KITCHEN	137.50
			JANITORIAL SVCS-TOWNGT RENTALS	480.00
			JANITORIAL SVCS-CRC RENTALS	1,290.00
3/26/2012	884838	5,163.53		
			JANITORIAL SVCS-CITY HALL	4,588.23
			JANITORIAL SVCS-CITY YARD	346.90
			JANITORIAL SVCS-TRANSP TRAILER	98.40
			JANITORIAL SVCS-SR CTR SPECIAL	130.00
Vendor Total		25,931.36		
FYTD for WURM'S JANITORIAL SERVICES, INC.		227,753.37		
X O COMMUNICATION SERVICES, INC				
			<u>Remit to:</u> HERNDON	VA
3/5/2012	211652	27.77		
			REFUND-BUS. LIC OVRPMT	27.77
Vendor Total		27.77		
FYTD for X O COMMUNICATION SERVICES, INC		27.77		
XEROX				
			<u>Remit to:</u> DALLAS	TX
3/12/2012	211769	632.92		
			COPIER BILLABLE PRINTS-PARKS	632.92
3/19/2012	211885	1,165.67		
			COPIER RNTL/MAINT/PRNTS-PD	91.12
			COPIER RNTL/MAINT/PRNTS-PD	257.00
			LEASE OF XEROX XC550V-GRAPHICS	424.11
			LEASE OF XEROX EX560-GRAPHICS	393.44
Vendor Total		1,798.59		
FYTD for XEROX		35,526.00		



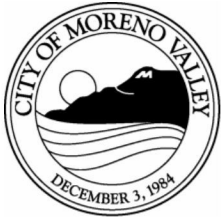
City of Moreno Valley

Check Register

For Period 3/1/2012 through 3/31/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
YAMASHITA, JULIA J.				
			<u>Remit to:</u> LAGUNA WOODS CA	
3/5/2012	884754	139.90	RETIREE MED JAN 12, PD MAR 12	139.90
Vendor Total		139.90		
FYTD for YAMASHITA, JULIA J.		1,431.90		
YAN, JUN JIAO				
			<u>Remit to:</u> MORENO VALLEY CA	
3/19/2012	211886	37.50	REFUND-BUS. LIC OVRPMT	37.50
Vendor Total		37.50		
FYTD for YAN, JUN JIAO		37.50		
Z & M TAILORING				
			<u>Remit to:</u> MORENO VALLEY CA	
3/26/2012	212024	45.00	REFUND-BUS. LIC OVRPMT	45.00
Vendor Total		45.00		
FYTD for Z & M TAILORING		45.00		
ZALES JEWELERS #608				
			<u>Remit to:</u> IRVING TX	
3/19/2012	211887	68.63	REISSUE UNCLMD CK DTD 2/26/09	70.63
			REISSUE UNCLMD CK DTD 2/26/09	-2.00
Vendor Total		68.63		
FYTD for ZALES JEWELERS #608		68.63		
ZARAGOZA, MONICA				
			<u>Remit to:</u> BEAUMONT CA	
3/26/2012	212025	106.00	REFUND-BOWLING CLASS x2	106.00
Vendor Total		106.00		
FYTD for ZARAGOZA, MONICA		106.00		
Subtotal		1,219,239.11		
GRAND TOTAL		11,339,435.77		

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APPROVALS	
BUDGET OFFICER	<i>CAF</i>
CITY ATTORNEY	<i>RF</i>
CITY MANAGER	<i>MS</i>

Report to City Council

TO: Mayor and City Council

FROM: Ahmad Ansari, Public Works Director/City Engineer
Barry Foster, Community & Economic Development Director

AGENDA DATE: May 22, 2012

TITLE: 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, CA 92509

RECOMMENDED ACTION

Staff recommends that the City Council:

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
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.

BACKGROUND

Moreno Valley Unified School District - Elementary School No. 26 (Sunnymead Elementary School) located at the east side of Heacock Street between Dracaea Avenue and Atwood Avenue was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, landscaping, street lights, traffic signal, storm drain, sewer, and water work. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of \$617,000 issued by Federal Insurance Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution 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 into the City's maintained street system. 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. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*
2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within 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 into the City's maintained street system. Do not 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. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map

Exhibit "B" - Proposed Resolution

Prepared By
Anitra N. Holt
Management Analyst

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

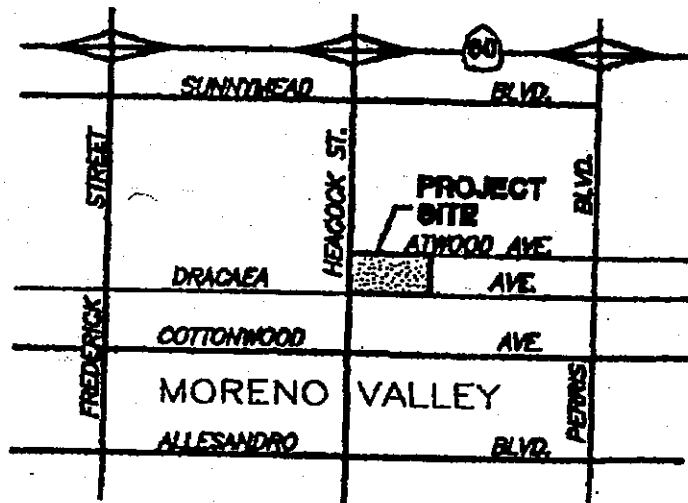
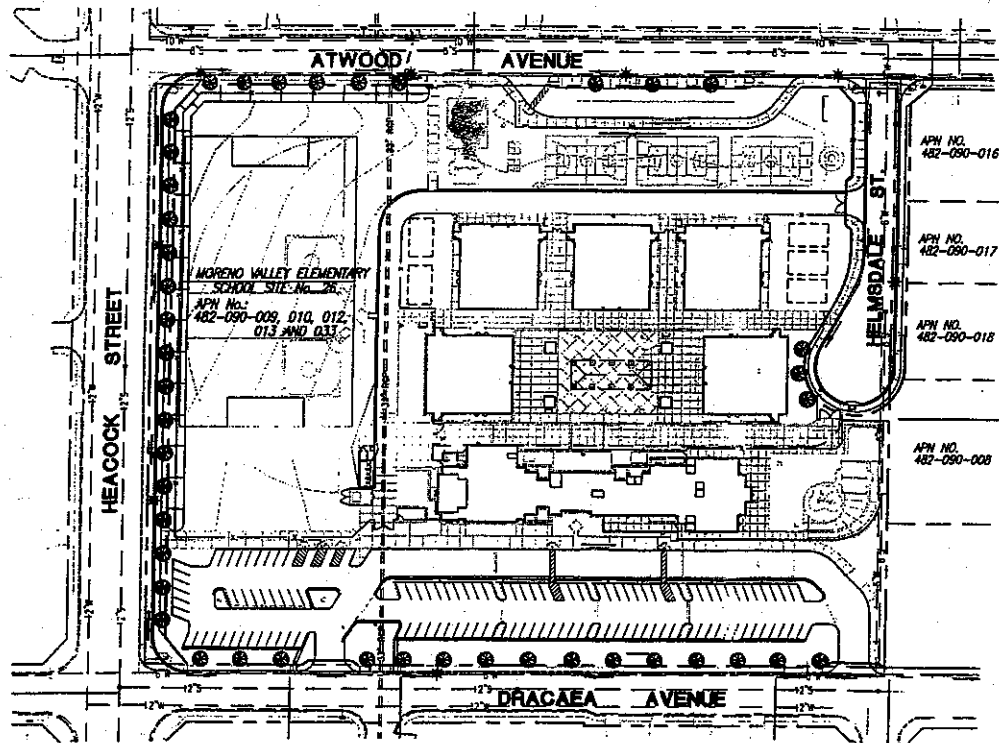
Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Concurred By
Barry Foster
Community & Economic Development Director

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

EXHIBIT A

PROJECT SITE



POR. N1/2 SEC. 7, T. 3S., R. 3W.

VICINITY MAP
 1997 PG. 717, E-4
 NTS

CITY OF MORENO VALLEY
 PUBLIC WORKS - LAND DEVELOPMENT

MVUSD ES No. 26

EXHIBIT "A"

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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

WHEREAS, the City Engineer has determined that the public improvements constructed by ASR Constructors on Moreno Valley Unified School District – Elementary School No. 26 (Sunnymead Elementary School) on the portion of Dracaea Avenue, Heacock Street, Atwood Avenue, and Helmsdale Street associated with the project were constructed according to the approved plans on file with the City of Moreno Valley; and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner; and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Moreno Valley Unified School District – Elementary School No. 26 (Sunnymead Elementary School) and accept the portion of Dracaea Avenue, Heacock Street, Atwood Avenue, and Helmsdale Street associated with the project into the City's maintained street system; and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within Moreno Valley Unified School District – Elementary School No. 26 (Sunnymead Elementary School) are complete, and the portion of Dracaea Avenue, Heacock Street, Atwood Avenue, and Helmsdale Street associated with the project are accepted into the City's maintained street system.

Resolution No. 2012-30
Date Adopted: May 22, 2012

APPROVED AND ADOPTED this 22nd day of May, 2012.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-30
Date Adopted: May 22, 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. 2012-30 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 22nd day of May, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

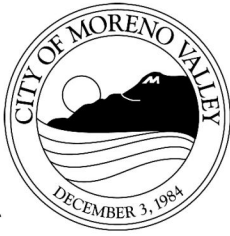
(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2012-30
Date Adopted: May 22, 2012

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 22, 2012

TITLE: 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

RECOMMENDED ACTION

Staff recommends that the City Council:

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 in the form attached hereto.
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.
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.

BACKGROUND

On November 14, 2006, the City Council approved the Agreement for Professional Consultant Services with Lim and Nascimento Engineering Corporation (LAN) for the planning and design of the Perris Boulevard Widening from Ramona Expressway to Cactus Avenue. The First Amendment to Agreement with LAN was authorized by the City Council on June 24, 2008. The First Amendment to Agreement reduced the scope and decreased the contract amount due to the change in the project limits. The revised project limits are Perris Boulevard from Perris Valley Storm Drain Lateral "B" to Cactus Avenue.

The City Council approved the Second Amendment to Agreement with LAN for Phase II – Plans, Specifications, and Estimates (PS&E) and Phase III – Construction Phase Services at its meeting on December 9, 2008. The Third Amendment to Agreement assigned all responsibilities of the original Agreement and subsequent First and Second Amendments to AECOM Technical Services, Inc. from LAN. The assignment was necessary because of the merger of LAN (subsidiary) and AECOM (parent company). There was no adjustment to the agreement total.

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 Transportation Uniform Mitigation Fee (TUMF) funds for this phase.

On April 10, 2012, the City Council accepted and approved the Agreement for the reimbursement of 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.

The award of the Agreement for Construction Geotechnical Services with C.H.J. Incorporated and the Agreement for Construction Survey Services with Hunsaker & Associates was authorized by City Council on May 8, 2012.

The project was advertised for construction bids on April 11, 2012. Bids were opened on May 16, 2012, but the results were not yet available to incorporate into this staff report. The award of the construction contract is scheduled for City Council consideration on June 12, 2012.

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 TUMF funding. Expenses are fully reimbursable by the 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.

AECOM (formerly LAN) has successfully completed the planning, environmental, right of way, and design for the project and was authorized to complete the design support during construction as well; however the Construction phase was delayed while RCTC approved the funding carryover and new allocation. As the funding is now in place and the construction notice of award is anticipated to be approved at the June 12, 2012 City Council meeting, staff requested a proposal from AECOM for Design Support Services during Construction in order to cohesively and efficiently complete the project. Staff has reviewed the proposal submitted by AECOM, finds it to be satisfactory, and recommends authorizing an Agreement for Design Support Services during Construction in the amount of \$161,181. AECOM's services are required for the entirety of the construction. Construction is anticipated to take up to 220 working days from the issuance of the Notice to Proceed.

ALTERNATIVES

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, authorize the City Manager to execute the Agreement for Professional Consultant Design Support Services during Construction with AECOM in the form attached hereto, authorize the issuance of a Purchase Order to AECOM in the amount of \$161,181 when the Agreement has been signed by all parties, 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. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not approve the Agreement for Professional Consultant Design Support Services during Construction with AECOM Technical Services, Inc. (AECOM). *This alternative will delay the project.*

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)	\$5,026,000
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	\$5,745,000

ANTICIPATED SCHEDULE:

Advertise / Bid / Award	April 2012 to June 2012
Construction	July 2012 to April 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.

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 receives TUMF funding. Staff is requesting that City Council approve the Agreement with AECOM for Professional Consultant Design Support Services during Construction so that these improvements can be constructed in a timely manner.

ATTACHMENTS

- Attachment "A" – Location Map
- Attachment "B" – Agreement for Professional Consultant Design Support Services during Construction

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

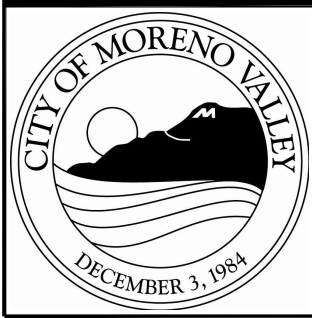
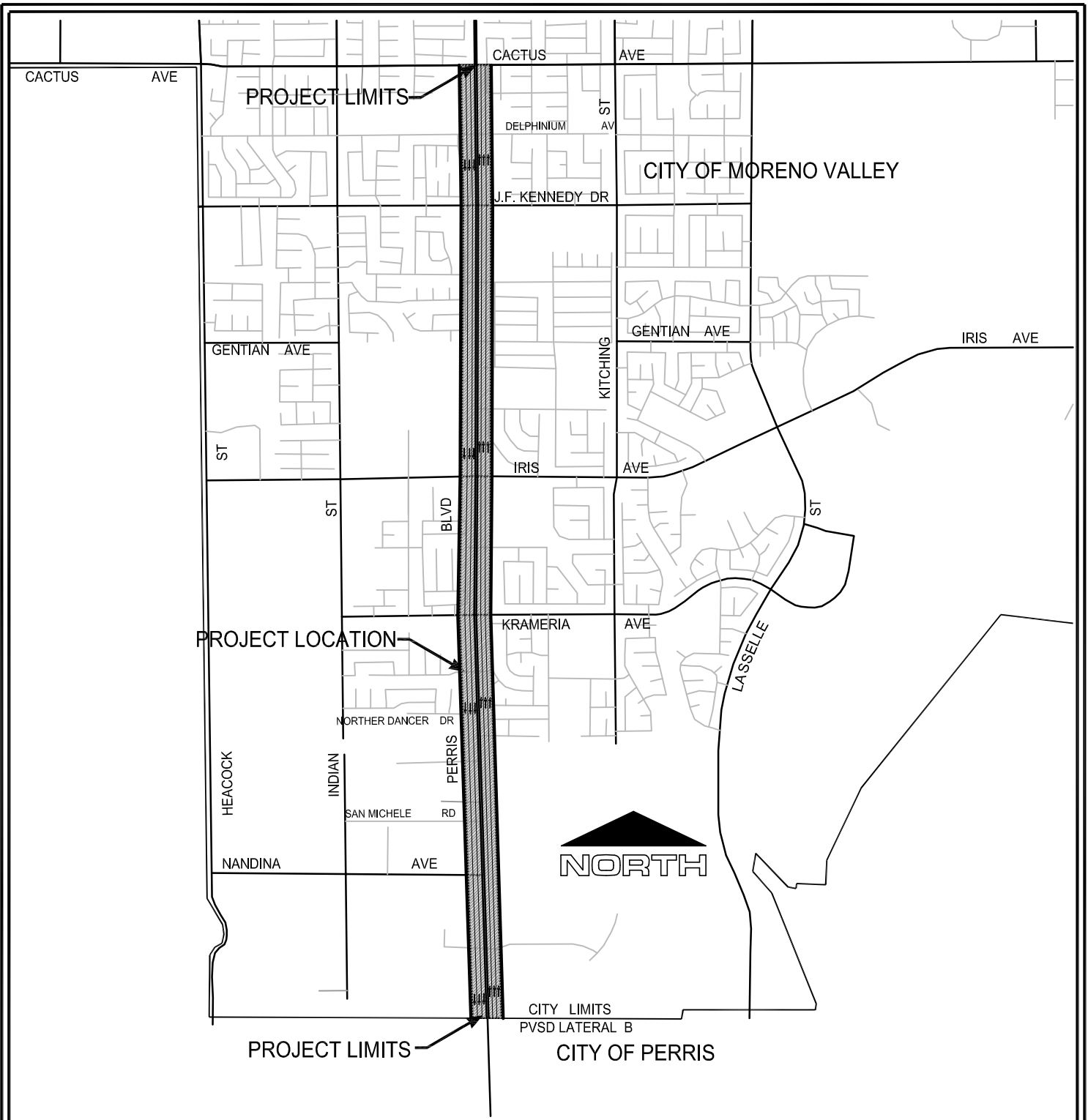
Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

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 FOR PROFESSIONAL CONSULTANT DESIGN SUPPORT SERVICES
DURING CONSTRUCTION
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - REGIONAL
PROJECT NO. 11-41570125**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **AECOM Technical Services, Inc.**, (a California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

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

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Scope of Work) and Exhibit "B" (Consultant's Proposal) hereto; and

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

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

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

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

ATTACHMENT "B"

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 11-41570125**

DESCRIPTION OF PROJECT

1. The project is described as Professional Consultant Design Support Services during Construction for:

Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue

Project No. 11-41507125

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Scope of Services shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$161,181** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **December 31, 2014** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 11-41570125**

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respects to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

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

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

SPECIAL PROVISIONS

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

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 11-41570125**

subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

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

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

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority (MVHA), and the Riverside County Transportation Commission (RCTC), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, CSD's, MVHA's, and RCTC's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts, recklessness or willful misconduct of the City, CSD, MVHA, and RCTC, their

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 11-41570125**

officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction.

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

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

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

GENERAL LIABILITY

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 11-41570125**

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

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

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, CSD, MVHA, and RCTC against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) 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 Community Services District, their officers, the Moreno Valley Housing Authority, and Riverside County Transportation Commission, their

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 11-41570125**

employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Community Services District, the Moreno Valley Housing Authority, and Riverside County Transportation Commission, its officers, employees and agents, under any third party liability policy."

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

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

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 11-41570125**

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

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

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 11-41570125**

Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

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

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

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 11-41570125**

cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

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

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

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

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

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 11-41570125**

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 11-41570125**

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

City of Moreno Valley

AECOM Technical Services, Inc.

BY: _____
City Manager

BY: _____

DATE: _____

TITLE: _____
(President or Vice President)

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Department Head

Date

BY: _____

TITLE: _____
(Corporate Secretary)

- Enclosures: Exhibit "A" – City's Scope of Services
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

Scope of Services

PROFESSIONAL CONSULTANT DESIGN SUPPORT SERVICES DURING CONSTRUCTION

Consultant Tasks:

- A. **Project Management and Coordination:** Consultant shall coordinate with City for design-related tasks, attend pre-construction meeting, and attend construction meetings as needed.

- B. **Additional Design Services:** Consultant shall complete design-related tasks as requested on an “as-needed” basis. Services may include necessary tasks, including plan modifications, engineer’s estimate, drainage ditch modifications, and evaluation of ditch grading for ADA compliance, for addition of a sidewalk from San Michele to Rivard Road. Additional work may include identification of right of way impacts and easement requirements and the preparation of legal descriptions and plats of required easements.

- C. **Construction Phase Services:** The City has coordinated the advertising and bidding of the project. The Consultant shall provide support services during Construction as needed. Typical tasks shall include review of contractor submittals, respond to contractor requests for information (RFIs), on-site review of construction, preparation of as-builts, GASB 34 documentation, and other services as-needed.

EXHIBIT “A”

April 19, 2012

City of Moreno Valley
Public Works Department – Capital Projects
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Attention: Mr. Larry Gonzales, P.E.

Subject: Proposal for Engineering Design and Construction Support Services
Perris Boulevard from South City Limits to Cactus Avenue

Dear Mr. Gonzales:

Per your request, we have prepared this proposal for Design and Construction Support Services for the widening improvements for Perris Boulevard from the south city limits to Cactus Avenue. Additional design services include the potential addition of sidewalk, relocation of a drainage swale, and additional right-of-way legal descriptions and plat maps.

The project construction will be advertised, awarded and administered by the City. AECOM will provide support services to assist the City throughout the advertising, bidding, and construction phase of the project.

SCOPE OF SERVICES

The Scope of Services covered by this change order are as follows:

1. Project Management and Coordination

AECOM will meet and coordinate with City and affected agencies for design related tasks. AECOM will attend pre-bid and pre-construction meetings if requested by City. AECOM will attend coordination meetings with City, Contractors, and agencies on an as-needed basis during the bidding and construction phase when requested by City.

2. Additional Design Services

Additional design tasks requested by the City and as-needed design services during the construction period.

- A. If requested by City, modify current plans to add sidewalk from San Michele Road to Rivard Road. Prepare an engineer's estimate of the proposed additional sidewalk and associated costs.

EXHIBIT "B"

- B. If sidewalk is added, modify drainage ditch and outlet drain from San Michele Road to Rivard Road to accommodate sidewalk. Evaluate ditch grading adjacent to the sidewalk to assure compliance with ADA requirements.
- C. Identify right-of-way impacts and identify easement requirements to accommodate the sidewalk and ditch modification and grading. Prepare legal descriptions and plats of the required easements.
- D. Provide as-needed design services on an as-requested basis.

3. Construction Phase Services

Bidding procedures and construction administration will be handled the City. AECOM will provide support services to the City during the bidding and construction phase on an as-requested basis.

- A. Respond to Bidder Questions - While the project is being advertised for bids, all questions concerning the intent shall be referred to the City for resolution. Items requiring AECOM's interpretation of the drawings or specifications will be analyzed by AECOM and a response provided to the City.
- B. Prepare and Submit Addenda as Required. - If the determines that a revision to the plans, bid list, or specifications is required, then AECOM will prepare the necessary revisions. The revisions will either be in the form of an addendum prepared by AECOM and issued by City or by covering change order after the award of the construction contract.
- A. Review Contractor Submittals - Review and take appropriate actions upon City supplied Contractor submittals such as shop drawings, samples of construction material, and product data as required in the construction documents. Review and action will be only for conformance with the design concept of the Project and with the information given in the construction documents. Review of any Contractor prepared drawings shall not relieve the Contractor from its sole responsibility for dimensions, quantities, calculations, weights, fabrication processes, construction means and methods, coordination of trades or safety factors related to construction.
- C. Respond to Contractor RFI's - Review and take appropriate action upon City supplied Requests for Information (RFI's), Requests for Change (RFC's) and Contract Change Orders (CCO's). The reviews and actions will be for conformance with the design concept of the Project and with appropriate construction specifications and details.
- D. AECOM will be available to visit to the jobsite for on-site review of construction and other visits to the jobsite as requested by the City to resolve any discrepancies in the contract documents
- E. As-Needed Services - Provide as-needed services on an as-requested basis that may arise during the construction phase. Provide adjustments and revisions to design based upon unanticipated and/or unknown field conditions encountered during the course of construction.
- F. As-builts - AECOM will prepare and deliver to the City the "As-Built" plans within two months of AECOM's receipt of red-line "as-built" drawings from construction contractor or City
- G. GASB 34 Documentation - AECOM will provide GASB 34 documentation in the City specified format along with the as-built drawings.

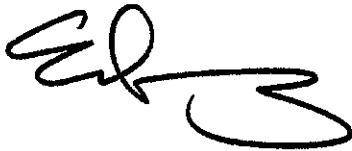
FEE PROPOSAL

The proposed fee for the above services is \$161,181. Attached is a breakdown of the hours and costs by the task.

Please review the proposed scope and fee estimates. We believe that our proposal has responded to your request and that it will cover the efforts necessary through the construction of this project. Should you have any questions, please do not hesitate to call me at (909) 579-3755.

Very truly yours,

AECOM



Edward Ng, PE
Project Manager

Attachment: Fee Estimates

AECOM - Cost Proposal

City of Moreno Valley

Perris Boulevard Widening - PVSD Lateral "B" to Cactus Avenue

Revised 4/18/2012

Task	Description	Project Mgr	St Project Engr	Project Engr	Drainage Engr	Eng I/I	Eng II	QA/QC	Total Hours	ODC	Total Cost
		\$170.00	\$160.00	\$135.00	\$115.00	\$72.00	\$72.00				
1	Project Management & Coordination										
	Project Meetings and Coordination	80		80					160		\$22,800.00
	As-needed services	16		16					32	\$1.00	\$4,561.00
	ODC									\$1,000.00	\$1,000.00
	Subtotal	96		96					192	\$1,001.00	\$28,361.00
2	Additional Engineering Design Services										
	Extend sidewalk along from San Michele to Rivard	2		16		16		1	35		\$3,502.00
	Modify drainage ditch/outlet drain and grading, San Michele to Rivard	2		4	4	24		1	35		\$3,158.00
	Legal documents for additional R/W	2		8		8		2	20	\$2,500.00	\$4,676.00
	As-Needed services	32		64		80		8	184		\$19,920.00
	ODC									\$1,800.00	\$1,800.00
	Subtotal	38		92	4	128		12	274	\$4,300.00	\$33,056.00
3	Construction Phase Services										
	Respond to bidder questions	40		40		80			160		\$17,160.00
	Prepare and submit addenda as required	16		16		40			72		\$7,440.00
	Review Contractor submittals	40		80		24			144		\$17,728.00
	Respond to Contractor RFIs	40		40		80			160		\$17,160.00
	As-needed services	40		80		80		16	216		\$24,480.00
	As-Builts	8		16		64		4	92		\$8,488.00
	GASB 34 documentation	4		8		24		4	40		\$4,008.00
	ODC									\$3,300.00	\$3,300.00
	Subtotal	188		280		382		24	884	\$3,300.00	\$99,764.00
4											
	ODC										
	Subtotal										

Totals

	Total Hours by Classification							Total MHrs	Total ODC's	Total Fee
	Project Mgr	St Project Engr	Project Engr	Drainage Engr	Eng I/I	Eng II	QA/QC			
Base Engineering Services Totals (Tasks 1, 2, & 3)	322	488	4	520			36	1350	\$8,601.00	\$161,181.00
Grand Total	322	488	4	520			36	1350	\$8,601.00	\$161,181.00

Other Direct Costs

Task No.	Mileage @ \$0.55 per mile	Postage and Deliveries	Printing and reprographics	Survey - KDDMM Envir - ICF	Task ODC Total
1	\$500	\$500			\$1,000.00
2	\$100	\$200	\$1,500	\$2,500	\$4,300.00
3	\$300	\$500	\$2,500		\$3,300.00
4					

CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

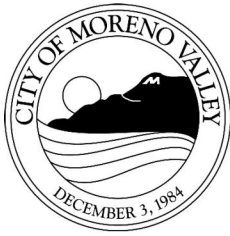
TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$161,181.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at zara@moval.org or calls directed to (951) 413-3131.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.



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

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer and Barry Foster, Community & Economic Development Director

AGENDA DATE: May 22, 2012

TITLE: 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
898 North Sepulveda Boulevard, Suite 750
El Segundo, CA 90245

RECOMMENDED ACTION

Staff recommends that the City Council

1. Adopt the Resolution No. 2012-31, summarily vacating a portion of Knox Street; and
2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

BACKGROUND

On November 6, 2008, the Planning Commission of the City of Moreno Valley approved Parcel Map No. 35859 (PA07-0165) along with Plot Plan (PA07-0166) for an approximately 700,000 square-foot industrial warehouse building (Building #1) and a Plot Plan (PA07-0167) for a 180,000 square-foot industrial warehouse building (Building #2). The parcel map is a proposal to subdivide 40.3 gross acres into two parcels. The project is bounded by Perris Boulevard to the east, Knox Street to the west, San Michelle Road to the north, and Nandina Avenue to the south.

Since the original project approvals, the developer has submitted a Plot Plan (PA11-0011) planning application for an interim truck parking lot to be located on Parcel 2 of Parcel Map No. 35859, the ultimate location of Building #2, the 180,000 square-foot industrial warehouse building. The proposal covers the same footprint of the approved building with access from Perris Boulevard. The developer has also submitted an Amended Plot Plan (P11-017) planning application for minor modifications to the approved 700,000 square-foot building approved with PA07-0166. The modifications include a decrease in the overall building square footage with an increase in office space and changes to the location of Knox Street project entrances. Both of these planning applications were approved on July 5, 2011.

DISCUSSION

Knox Street currently terminates approximately 965 feet north of Nandina Avenue. The developer for the project plans to construct a cul-de-sac bulb at the end of the street as a connection to San Michele Road is unnecessary. The conditions of approval require this project to vacate excess right-of-way on Knox Street.

The Land Development Division staff has reviewed the developer's request for the summary vacation of said portion of excess right-of-way. No public improvements exist and no public money was expended for maintenance of said portion of excess right-of-way. This portion of right-of-way is unnecessary for present or prospective public use. The City Council's approval to summarily vacate said portion of Knox Street would abandon the City's right to said portion of street right-of-way. There are no existing public or utility improvements within the excess right-of-way along this portion of Knox Street.

ALTERNATIVES

1. Adopt the proposed resolution, summarily vacating a portion of Knox Street. *The said portion of excess right-of-way is no longer, nor will be in the future, useful for road, public utility, and landscaping purposes.*
2. Do not adopt the proposed resolution, summarily vacating a portion of Knox Street. *The said portion of excess right-of-way will remain as public right-of-way; however, the right-of-way is no longer, nor will be in the future, useful for road, public utility, and landscaping purposes.*

NOTIFICATION

Notice has been given to the various utility companies. The public has been notified by publication of agenda.

ATTACHMENTS/EXHIBITS

Attachment 1 - Vicinity Map
Attachment 2 - Proposed Resolution

Prepared By
Clement Jimenez
Senior Engineer, P.E.

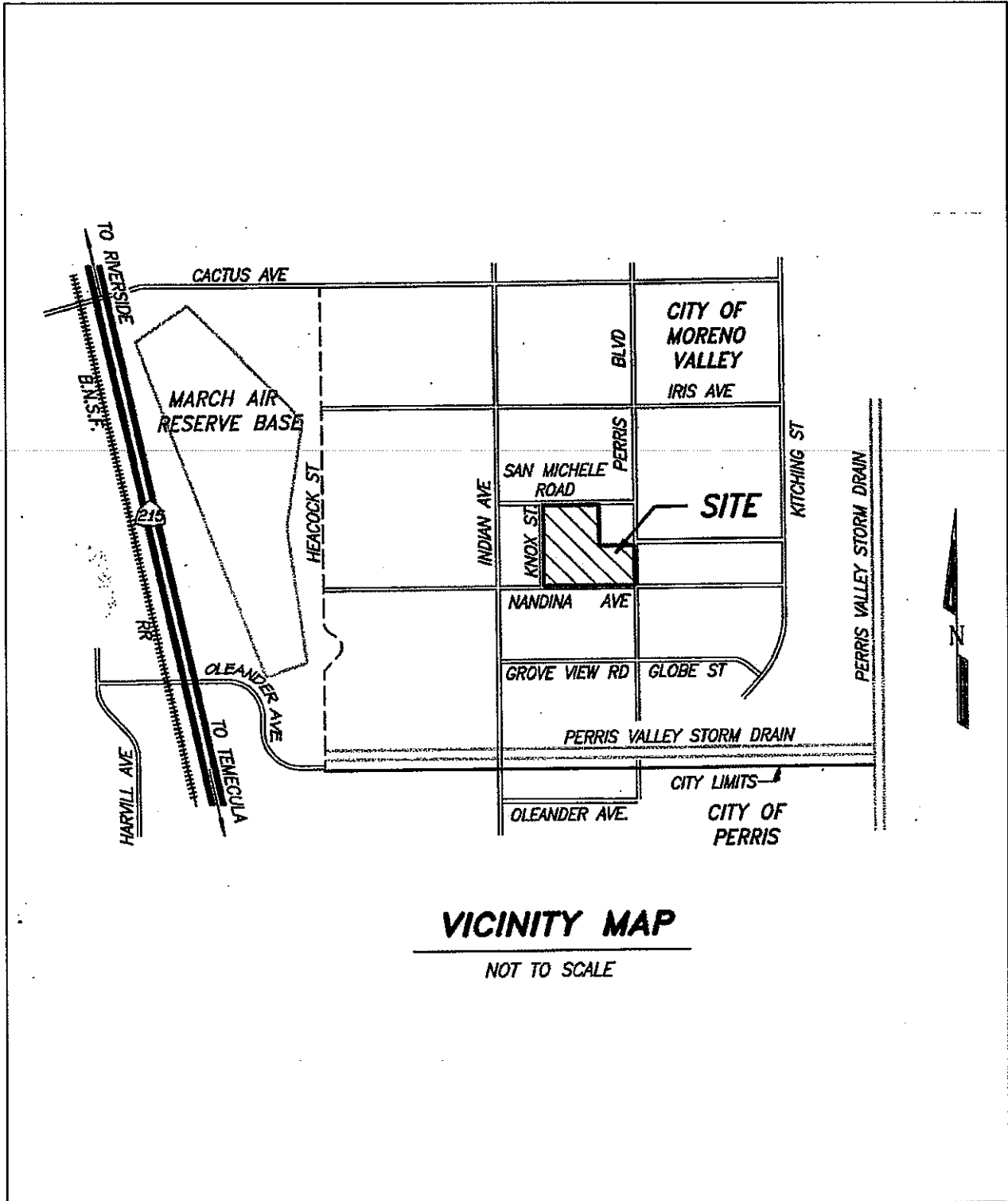
Department Head Approval
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

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

Department Head Approval
Barry Foster
Community & Economic Development Director

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

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VICINITY MAP

NOT TO SCALE

**CITY OF MORENO VALLEY
PUBLIC WORKS - LAND DEVELOPMENT
Attachment 1**

**PA07-0165
PM 35859
LOCATION MAP**

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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

WHEREAS, the City Council of the City of Moreno Valley, California, acquired a right-of-way easement for road, public utility, and landscape purposes located along said portion of Knox Street; and

WHEREAS, said portion of this right-of-way is no longer, nor in the future will be, useful for road, public utility, and landscape purposes; and

WHEREAS, no public improvements exist on said portion of right-of way; and

WHEREAS, no public money was expended for maintenance of said portion of right-of way.

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

Section 1

That pursuant to the provisions of Chapter 4, Part 3, of Division 9 of the Streets and Highways Code of the State of California, designated the "Public Streets, Highways, and Service Easements Vacation Law," the following described portion of right-of way is summarily vacated and abandoned:

That said portion of Knox Street, in the City of Moreno Valley, County of Riverside, State of California described in the attached legal description and illustrated on the plat, attached hereto and made a part hereof, marked Exhibits "A" and "B", respectively.

Excepting and reserving from the vacation any easement for existing public utilities and public service facilities, together with the right to maintain, operate, replace, remove or renew such facilities, pursuant to Section 8340 of the Streets and Highway Code.

Attachment 2

Resolution No. 2012-31
Date Adopted: May 22 2012

Section 2

That pursuant to the provisions of Sections 831 of Title 3 and 1112 of Title 4, Part 2, Division 2 of the California Civil Code of the State of California, title to the above-described portion of Knox Street revert to the owner of the underlying fee thereof, free from use as a right-of-way easement for road, public utility, and landscape purposes.

Section 3

That the City Clerk of the City of Moreno Valley, California, shall cause a certified copy of this Resolution to be recorded in the office of the Recorder for the County of Riverside, California.

APPROVED AND ADOPTED this 22nd day of May, 2012.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-_____
Date Adopted: May 22, 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 22nd day of May, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

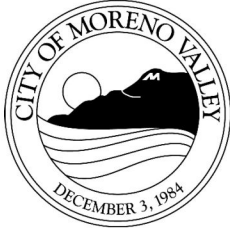
(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2012-___
Date Adopted: May 22 2012

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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, City Treasurer

AGENDA DATE: May 22, 2012

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED MARCH 31, 2012

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the attached Quarterly Investment Report, in compliance with the City's Investment Policy.

BACKGROUND

California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolio for local agencies. The City's Investment Policy, adopted on April 24, 2012 is in full compliance with the requirements of both of the above-mentioned Code Sections.

DISCUSSION

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended March 31, 2012. This is the third quarterly report submitted for the 2011-12 fiscal year and is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City has now transitioned the management of its general investment portfolio to Chandler Asset Management. As a result, the City's investment approach has changed from *passive* to *active*, as discussed in past meetings with the Finance Sub-Committee and the City Council. Utilizing an *active* approach, securities purchased for investment are not necessarily held to maturity but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment. This is especially important considering that the average maturity of the general portfolio is 2.13 years.

The investments managed by Chandler Asset Management totaled \$166,225,691 at par and achieved a Yield to Maturity (YTM) for March 2012 of 1.40%. This compares to a YTM in December 2011 of 1.57% and a YTM in March 2011 of 1.58%. In addition, the City maintained \$32,324,881 in the State Local Agency Investment Fund Pool (LAIF) with a YTM of .38%

In accordance with California Government Code Section 53646, the City is properly reporting investments of all bond proceeds and Deferred Compensation Plan funds. These funds are not managed by the City Treasurer as part of the pooled investment program and were not included in the City's investment reports prior to the current legislation. Bond proceeds are held and invested by a Trustee; Deferred Compensation Plan funds are held and invested by the respective plan administrators with the funds also placed in a trust separate from City funds.

FISCAL IMPACT

Current market rates continue to hover at or near all time lows and based on comments by the Federal Reserve Board we do not expect this to change in the near future. This interest rate environment directly impacts the ability of the portfolio to generate income. The budget for fiscal year 2011-12 anticipated General Fund investment earnings totaling \$2.4 million. Year to date through March 2012 these revenues have totaled \$1.7 million which would put them on a pace to achieve budgeted levels.

CITY COUNCIL GOALS

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

SUMMARY

The attached Quarterly Investment Report presents the City’s cash and investments for the quarter that ended March 31, 2012. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City’s Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

ATTACHMENTS/EXHIBITS

- Attachment 1 - Treasurer’s Cash and Investments Report – March 2012
- Attachment 2 – Chandler Asset Management Bond Market Review – April 2012

Prepared By:
 Brooke McKinney
 Treasury Operations Division Manager

Department Head Approval:
 Richard Teichert
 City Treasurer

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

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CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

March 2012

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity	Average Yield to Maturity	Average Duration
Bank Accounts	1,393,632	1,393,632	1,393,632			
State of California LAIF Pool	32,324,881	32,324,881	32,324,881	0.70	0.38%	
Investments	171,595,419	171,413,357	166,225,691	2.13	1.40%	1.98
Total General Portfolio	205,313,932	205,131,870	199,944,204	Years		Years

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	3,371,778
Principal & Interest Accounts	1,128,522
Debt Service Reserve Funds	6,505,769
Custody Accounts	0
Arbitrage Rebate Accounts	0
Other Accounts	279,028
Total Bond Proceeds	11,285,097

Deferred Compensation Funds	Market Value as of Mar 31, 2011
Nationwide	9,680,668
ICMA	4,237,069
Total Deferred Compensation Funds	13,917,737

Total Investment Portfolio 230,334,704

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment advisor, Chandler Asset Management.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.


 Richard Teichert
 City Treasurer

Item No. A.7

-197-



PORTFOLIO CHARACTERISTICS

Average Duration	1.98
Average Coupon	2.20 %
Average Purchase YTM	1.40 %
Average Market YTM	0.69 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.13 yrs
Average Life	2.09 yrs

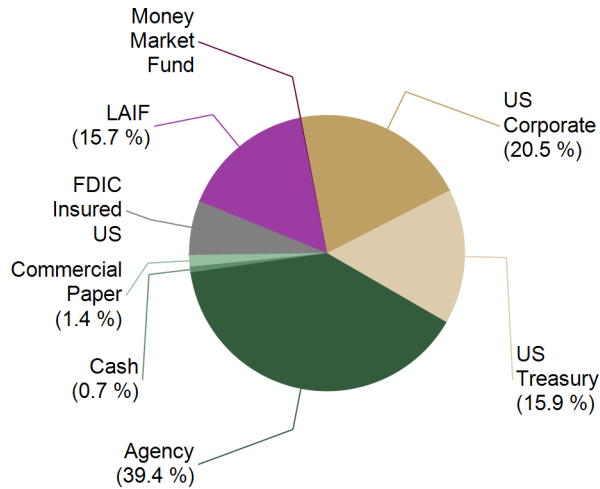
ACCOUNT SUMMARY

	Beg. Values as of 2/29/12	End Values as of 3/31/12
Market Value	209,693,409	205,131,870
Accrued Interest	1,205,032	972,832
Total Market Value	210,898,441	206,104,702
Income Earned	241,871	233,283
Cont/WD		
Par	203,784,148	199,944,204
Book Value	206,940,434	202,884,602
Cost Value	209,285,491	205,313,932

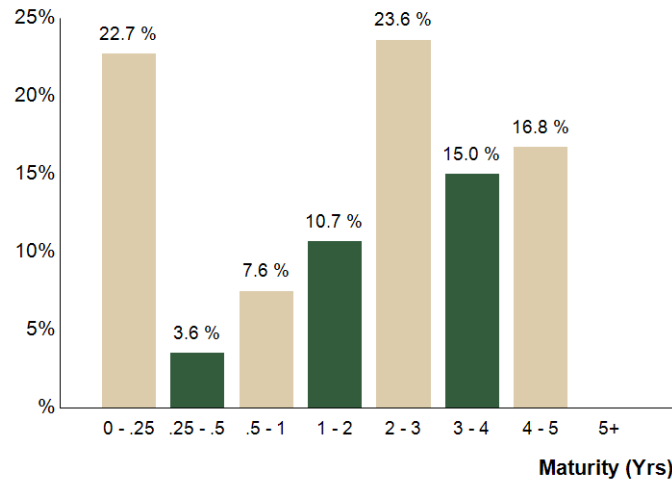
TOP ISSUERS

Issuer	% Portfolio
Government of United States	15.9 %
Local Agency Investment Fund	15.7 %
Federal National Mortgage Assoc	10.6 %
Federal Farm Credit Bank	9.0 %
Federal Home Loan Mortgage Corp	8.3 %
Federal Home Loan Bank	7.7 %
Tennessee Valley Authority	3.9 %
US Bank Corp FDIC Insured	1.9 %
	72.8 %

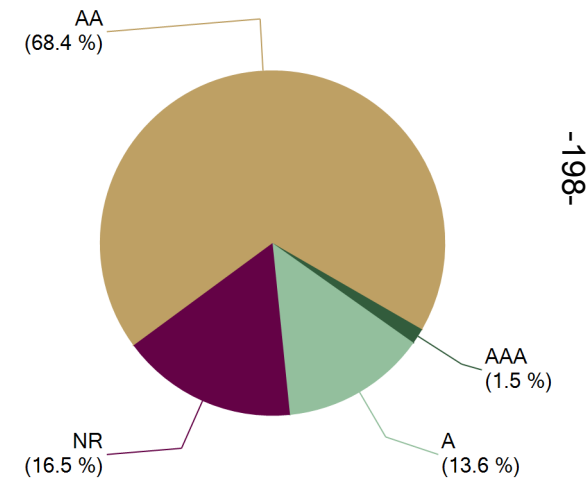
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



-198-



Holdings Report

As of 3/31/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
US CORPORATE									
74005PAQ7	Praxair Note 5.25% Due 11/15/2014	850,000.00	09/24/2010 1.60 %	973,471.00 928,438.47	111.41 0.84 %	946,985.85 16,858.33	0.47 % 18,547.38	A2 A	2.63 2.44
09247XAD3	Blackrock Inc Note 3.5% Due 12/10/2014	1,630,000.00	Various 2.84 %	1,674,920.75 1,656,875.84	107.08 0.84 %	1,745,330.66 17,590.42	0.86 % 88,454.82	A1 A+	2.70 2.44
713448BM9	Pepsico Inc. Note 3.1% Due 1/15/2015	2,530,000.00	Various 2.04 %	2,641,540.25 2,601,009.54	106.44 0.76 %	2,692,851.04 16,557.45	1.31 % 91,841.50	Aa3 A-	2.44 2.44
46625HHP8	JP Morgan Chase Note 3.7% Due 1/20/2015	2,550,000.00	Various 3.34 %	2,584,656.00 2,574,074.43	105.45 1.70 %	2,688,847.50 18,607.92	1.31 % 114,773.07	Aa3 A	2.44 2.44
459200HB0	IBM Corp Note 0.55% Due 2/6/2015	695,000.00	02/01/2012 0.72 %	691,601.45 691,772.00	99.48 0.74 %	691,374.19 583.99	0.34 % (397.81)	Aa3 A+	2.44 2.44
94980VAA6	Wells Fargo Bank Note 4.75% Due 2/9/2015	2,475,000.00	Various 3.65 %	2,584,316.50 2,546,167.52	107.27 2.11 %	2,654,860.73 16,981.25	1.30 % 108,693.21	A1 A+	2.44 2.44
084670AV0	Berkshire Hathaway Note 3.2% Due 2/11/2015	2,485,000.00	06/09/2010 2.65 %	2,545,012.75 2,521,860.44	106.53 0.88 %	2,647,342.57 11,044.44	1.29 % 125,482.13	Aa2 AA+	2.44 2.74
191216AX8	Coca Cola Company Note 0.75% Due 3/13/2015	2,090,000.00	Various 0.80 %	2,086,645.55 2,086,696.81	99.72 0.85 %	2,084,181.44 740.20	1.01 % (2,515.37)	Aa3 A+	2.95 2.91
06406JHB4	Bank of New York Mellon Note 4.95% Due 3/15/2015	2,360,000.00	Various 2.11 %	2,645,950.90 2,547,559.80	108.83 1.86 %	2,568,456.45 5,192.00	1.25 % 20,896.65	A1 A	2.96 2.76
717081DA8	Pfizer Inc. Note 5.35% Due 3/15/2015	1,550,000.00	02/18/2011 2.33 %	1,730,497.50 1,681,470.48	113.05 0.87 %	1,752,290.50 3,685.56	0.85 % 70,820.02	A1 AA	2.96 2.77
74005PAR5	Praxair Note 4.625% Due 3/30/2015	740,000.00	Various 2.58 %	807,780.55 782,445.54	110.94 0.92 %	820,970.80 95.07	0.40 % 38,525.26	A2 A	3.19 2.44
278642AB9	Ebay Inc Note 1.625% Due 10/15/2015	2,670,000.00	10/22/2010 1.66 %	2,665,327.50 2,666,670.23	101.97 1.06 %	2,722,510.89 20,006.46	1.33 % 55,840.66	A2 A	3.54 3.41
Total US Corporate		40,333,000.00	2.12 %	42,471,798.91 41,606,785.14	1.00 %	41,915,796.32 340,156.14	20.50 % 309,011.18	A1 A+	2.37 2.26
US TREASURY									
912828GQ7	US Treasury Note 4.5% Due 4/30/2012	3,400,000.00	03/12/2010 1.00 %	3,649,433.27 3,409,309.61	100.34 0.42 %	3,411,420.60 64,310.44	1.69 % 2,110.99	Aaa AA+	0.08 0.08
912828HE3	US Treasury Note 4.25% Due 9/30/2012	1,775,000.00	03/12/2010 1.22 %	1,909,517.67 1,801,324.96	102.02 0.21 %	1,810,846.13 206.11	0.88 % 9,521.17	Aaa AA+	0.50 0.50
912828HM5	US Treasury Note 3.625% Due 12/31/2012	2,550,000.00	03/12/2010 1.35 %	2,708,785.88 2,592,570.77	102.54 0.23 %	2,614,846.50 23,363.32	1.28 % 22,275.73	Aaa AA+	0.75 0.74
912828JQ4	US Treasury Note 2.75% Due 10/31/2013	2,325,000.00	05/10/2010 1.65 %	2,411,188.48 2,364,256.85	103.82 0.33 %	2,413,912.65 26,874.83	1.18 % 49,655.80	Aaa AA+	1.59 1.54
912828NP1	US Treasury Note 1.75% Due 7/31/2015	4,050,000.00	04/06/2011 1.99 %	4,009,355.36 4,018,639.67	103.70 0.63 %	4,199,659.65 11,877.40	2.04 % 181,019.98	Aaa AA+	3.33 3.24
912828PE4	US Treasury Note 1.25% Due 10/31/2015	3,600,000.00	Various 1.35 %	3,584,379.25 3,587,289.89	101.99 0.69 %	3,671,719.20 18,914.84	1.79 % 84,429.31	Aaa AA+	3.59 3.49

Item No. A.7
199-



Holdings Report

As of 3/31/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
FDIC INSURED US CORPORATE									
91160HAC1	US Bancorp FDIC Guaranteed Note 1.8% Due 5/15/2012	3,795,000.00	Various 1.20 %	3,842,985.21 3,797,689.37	100.20 0.18 %	3,802,483.74 25,806.00	1.86 % 4,794.37	Aaa AA+	0.12 0.12
38146FAA9	Goldman Sachs FDIC Guaranteed Note 3.25% Due 6/15/2012	3,205,000.00	Various 1.26 %	3,344,909.12 3,217,829.10	100.61 0.26 %	3,224,697.93 30,670.07	1.58 % 6,868.83	Aaa AA+	0.21 0.21
36967HAV9	GE Capital Corp FDIC Guaranteed Note 2.125% Due 12/21/2012	3,645,000.00	05/19/2010 1.27 %	3,723,710.13 3,667,058.89	101.37 0.23 %	3,694,874.54 21,515.63	1.80 % 27,815.65	Aaa AA+	0.73 0.72
Total FDIC Insured US Corporate		12,955,000.00	1.23 %	13,264,868.74 12,994,210.79	0.25 %	13,035,343.35 98,338.95	6.37 % 41,132.56	Aaa AA+	0.31 0.30
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	32,324,881.38	Various 0.37 %	32,324,881.38 32,324,881.38	1.00 0.37 %	32,324,881.38 30,190.13	15.70 % 0.00	NR NR	0.00 0.00
Total LAIF		32,324,881.38	0.37 %	32,324,881.38	0.37 %	32,324,881.38 30,190.13	15.70 % 0.00	NR NR	0.00 0.00
MONEY MARKET FUND FI									
431114701	Highmark Govt Money Market Fund	222,690.73	Various 0.00 %	222,690.73 222,690.73	1.00 0.00 %	222,690.73 0.00	0.11 % 0.00	Aaa AAA	0.00 0.00
Total Money Market Fund FI		222,690.73	N/A	222,690.73	0.00 %	222,690.73 0.00	0.11 % 0.00	Aaa AAA	0.00 0.00
US CORPORATE									
931142CL5	Wal-Mart Stores Note 4.25% Due 4/15/2013	3,260,000.00	Various 1.54 %	3,491,366.25 3,349,492.29	103.84 0.54 %	3,385,200.31 63,886.95	1.67 % 35,708.02	Aa2 AA	1.04 1.01
459200GR6	IBM Corp Note 2.1% Due 5/6/2013	1,225,000.00	01/27/2011 1.00 %	1,255,269.75 1,239,605.43	101.78 0.47 %	1,246,820.93 10,361.46	0.61 % 7,215.50	Aa3 A+	1.10 1.08
91159HGY0	US Bancorp Callable Note Cont 8/13/13 1.375% Due 9/13/2013	2,665,000.00	Various 1.32 %	2,668,966.65 2,666,873.41	100.87 0.73 %	2,688,145.53 1,832.19	1.31 % 21,272.12	Aa3 A	1.37 1.36
254687AW6	Walt Disney Corp Note 4.5% Due 12/15/2013	1,720,000.00	Various 1.23 %	1,873,880.60 1,813,918.83	106.70 0.55 %	1,835,269.25 22,790.00	0.90 % 21,350.42	A2 A	1.71 1.64
52517PR60	Lehman Brothers Holdings Note Orig Maturity 2/6/2012 5.25% Due 2/6/2014	1,000,000.00	02/06/2007 5.32 %	996,000.00 996,000.00	29.25 0.00 %	292,500.00 0.00	0.14 % (703,500.00)	NR NR	-0.15 0.00
24422ERA9	John Deere Capital Corp Note 1.6% Due 3/3/2014	440,000.00	02/28/2011 1.63 %	439,564.40 439,721.39	101.79 0.66 %	447,869.40 547.56	0.22 % 8,148.01	A2 A	1.92 1.89
166751AH0	ChevronTexaco Corp Note 3.95% Due 3/3/2014	2,473,000.00	Various 1.56 %	2,644,928.56 2,583,349.49	106.51 0.54 %	2,633,928.00 7,597.60	1.28 % 50,578.51	Aa1 AA	1.92 1.86
665859AK0	Northern Trust Company Note 4.625% Due 5/1/2014	1,850,000.00	10/20/2010 1.33 %	2,058,421.00 1,973,364.45	107.58 0.94 %	1,990,226.30 35,651.04	0.98 % 16,861.85	A1 A+	2.08 1.97
36962G4C5	General Electric Capital Corp Note 5.9% Due 5/13/2014	3,075,000.00	Various 2.88 %	3,411,681.00 3,259,418.75	109.91 1.15 %	3,379,833.98 69,546.25	1.67 % 120,415.23	Aa2 AA+	2.12 1.98

200-

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Holdings Report

As of 3/31/12

Item No. A.7
201-

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
AGENCY									
3135G0AL7	FNMA Note 2.25% Due 3/15/2016	2,875,000.00	07/25/2011 1.69 %	2,947,018.75 2,936,462.81	104.64 1.05 %	3,008,308.00 2,875.00	1.46 % 71,845.19	Aaa AA+	3.96 3.79
313372YS7	FHLB Note 2.45% Due 3/30/2016	2,150,000.00	07/07/2011 1.87 %	2,206,631.00 2,197,842.87	105.66 1.00 %	2,271,773.85 146.32	1.10 % 73,930.98	Aaa AA+	4.00 3.93
3137EACT4	FHLMC Note 2.5% Due 5/27/2016	3,475,000.00	06/14/2011 1.86 %	3,579,229.15 3,562,550.18	106.22 0.97 %	3,690,981.68 29,923.61	1.81 % 128,431.50	Aaa AA+	4.00 3.93
313373SZ6	FHLB Note 2.125% Due 6/10/2016	3,350,000.00	Various 1.42 %	3,456,779.50 3,444,831.87	104.91 0.93 %	3,514,474.95 21,949.49	1.72 % 69,643.08	Aaa AA+	4.00 3.93
31359MS61	FNMA Note 5.375% Due 7/15/2016	2,700,000.00	10/13/2011 1.29 %	3,206,106.90 3,157,600.12	118.20 1.03 %	3,191,386.50 30,637.50	1.56 % 33,786.38	Aaa AA+	4.00 3.93
3137EACW7	FHLMC Note 2% Due 8/25/2016	3,475,000.00	09/14/2011 1.19 %	3,610,316.50 3,595,406.21	103.96 1.08 %	3,612,585.68 6,950.00	1.76 % 17,179.47	Aaa AA+	4.00 3.93
3135G0CM3	FNMA Note 1.25% Due 9/28/2016	1,300,000.00	Various 1.22 %	1,301,462.70 1,301,493.56	100.57 1.12 %	1,307,408.70 135.42	0.63 % 5,915.14	Aaa AA+	4.36 4.36
3135G0ES8	FNMA Note 1.375% Due 11/15/2016	3,400,000.00	01/24/2012 1.17 %	3,431,885.20 3,430,703.59	101.18 1.11 %	3,440,218.60 17,661.11	1.68 % 9,515.01	Aaa AA+	4.63 4.45
3135G0GY3	FNMA Note 1.25% Due 1/30/2017	3,425,000.00	02/09/2012 1.10 %	3,449,368.88 3,448,736.80	100.24 1.20 %	3,433,302.20 7,254.34	1.67 % (15,434.60)	Aaa AA+	4.84 4.67
3133787M7	FHLB Note 1.05% Due 2/27/2017	1,720,000.00	02/27/2012 1.03 %	1,721,582.40 1,721,553.80	99.88 1.08 %	1,717,930.84 2,006.67	0.83 % (3,622.96)	Aaa AA+	4.92 4.76
3137EADC0	FHLMC Note 1% Due 3/8/2017	3,490,000.00	03/14/2012 1.29 %	3,441,314.50 3,441,769.50	98.61 1.29 %	3,441,586.72 2,229.72	1.67 % (182.78)	Aaa AA+	4.00 4.00
Total Agency		78,260,000.00	1.53 %	80,464,598.86 79,691,482.41	0.78 %	80,928,512.72 319,980.88	39.42 % 1,237,030.31	Aaa AA+	2.89 2.70
CASH									
90CASH\$00	Cash Custodial Cash Account	1,393,631.84	Various 0.00 %	1,393,631.84 1,393,631.84	1.00 0.00 %	1,393,631.84 0.00	0.68 % 0.00	NR NR	0.00 0.00
Total Cash		1,393,631.84	N/A	1,393,631.84 1,393,631.84	0.00 %	1,393,631.84 0.00	0.68 % 0.00	NR NR	0.00 0.00
COMMERCIAL PAPER									
06416JH14	Bank of Nova Scotia Discount CP 0.3% Due 8/1/2012	2,800,000.00	01/30/2012 0.30 %	2,795,706.67 2,797,153.34	99.90 0.30 %	2,797,153.34 0.00	1.36 % 0.00	P-1 A-1+	0.34 0.34
Total Commercial Paper		2,800,000.00	0.30 %	2,795,706.67 2,797,153.34	0.30 %	2,797,153.34 0.00	1.36 % 0.00	P1 A-1+	0.34 0.34
FDIC INSURED US CORPORATE									
06050BAG6	Bank of America Corp FDIC Guaranteed Note 2.1% Due 4/30/2012	2,310,000.00	Various 1.19 %	2,353,264.28 2,311,633.43	100.14 0.39 %	2,313,287.14 20,347.25	1.13 % 1,653.71	Aaa AA+	0.08 0.08



Holdings Report

As of 3/31/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
AGENCY									
3133XT4J2	FHLB Note 2.45% Due 8/13/2012	1,000,000.00	02/13/2009 2.45 %	1,000,000.00 1,000,000.00	100.84 0.17 %	1,008,363.00 3,266.67	0.49 % 8,363.00	Aaa AA+	0.37 0.37
3133XYWB7	FHLB Note 0.875% Due 8/22/2012	3,500,000.00	11/23/2010 0.51 %	3,521,892.50 3,504,914.64	100.28 0.16 %	3,509,859.50 3,317.71	1.70 % 4,944.86	Aaa AA+	0.39 0.39
3137EACQ0	FHLMC Note 0.625% Due 12/28/2012	3,450,000.00	12/22/2010 0.75 %	3,441,354.30 3,446,799.20	100.31 0.21 %	3,460,570.80 5,570.31	1.68 % 13,771.60	Aaa AA+	0.75 0.74
880591CW0	Tennessee Valley Authority Note 6% Due 3/15/2013	3,725,000.00	Various 1.88 %	4,194,744.63 3,866,373.40	105.45 0.28 %	3,928,023.68 9,933.34	1.91 % 61,650.28	Aaa AA+	0.96 0.94
31331GVD8	FFCB Note 2.2% Due 4/8/2013	1,000,000.00	05/08/2009 2.20 %	1,000,000.00 1,000,000.00	101.98 0.25 %	1,019,806.00 10,572.22	0.50 % 19,806.00	Aaa AA+	1.02 1.00
880591DW9	Tennessee Valley Authority Note 4.75% Due 8/1/2013	3,750,000.00	03/15/2010 1.90 %	4,097,325.00 3,887,072.35	105.90 0.31 %	3,971,096.25 29,687.50	1.94 % 84,023.90	Aaa AA+	1.34 1.30
31331KET3	FFCB Note 0.98% Due 9/23/2013	1,970,000.00	03/28/2011 1.10 %	1,964,227.90 1,966,567.25	100.85 0.41 %	1,986,654.38 429.02	0.96 % 20,087.13	Aaa AA+	1.48 1.47
3136FHGK5	FNMA Callable Note 1X 4/16/12 3% Due 4/16/2014	1,000,000.00	04/16/2009 3.00 %	1,000,000.00 1,000,000.00	100.10 0.58 %	1,001,004.00 13,750.00	0.49 % 1,004.00	Aaa AA+	0.04 0.04
31331GTJ8	FFCB Note 2.625% Due 4/17/2014	1,000,000.00	10/05/2010 1.02 %	1,055,660.00 1,032,212.85	104.09 0.61 %	1,040,850.00 11,958.33	0.51 % 8,637.15	Aaa AA+	2.05 1.98
31331KHF0	FFCB Callable Note Cont 4/25/12 1.62% Due 4/25/2014	3,695,000.00	04/13/2011 1.62 %	3,694,630.50 3,694,745.80	100.07 1.58 %	3,697,638.23 25,938.90	1.81 % 2,892.43	Aaa AA+	2.07 0.95
3136FHMK8	FNMA Callable Note 1X 5/1/12 2.25% Due 5/1/2014	1,000,000.00	05/01/2009 2.25 %	1,000,000.00 1,000,000.00	100.16 0.36 %	1,001,563.00 9,375.00	0.49 % 1,563.00	Aaa AA+	0.12 0.12
31331JQA4	FFCB Note 1.9% Due 6/2/2014	4,300,000.00	06/08/2010 1.96 %	4,289,551.00 4,294,288.75	102.73 0.63 %	4,417,196.50 27,006.39	2.16 % 122,907.75	Aaa AA+	2.17 2.12
3137EACD9	FHLMC Note 3% Due 7/28/2014	1,550,000.00	03/15/2010 2.41 %	1,587,771.95 1,570,081.89	106.22 0.31 %	1,646,453.40 8,137.50	0.80 % 76,371.51	Aaa AA+	2.33 2.25
31331GL80	FFCB Note 3% Due 9/22/2014	4,000,000.00	03/17/2010 2.47 %	4,090,640.00 4,049,689.85	106.19 0.48 %	4,247,788.00 3,000.00	2.06 % 198,098.15	Aaa AA+	2.48 2.40
3136FPLV7	FNMA Callable Note 1X 3/24/2011 1.57% Due 9/24/2014	2,025,000.00	09/26/2011 0.65 %	2,080,181.25 2,070,782.25	100.57 1.34 %	2,036,477.70 618.19	0.99 % (34,304.55)	Aaa AA+	2.48 2.43
31398AZV7	FNMA Note 2.625% Due 11/20/2014	1,450,000.00	03/12/2010 2.54 %	1,455,206.95 1,452,930.62	105.47 0.53 %	1,529,280.20 13,850.52	0.75 % 76,349.58	Aaa AA+	2.64 2.54
3134G3CM0	FHLMC Callable Note 1X 12/12/12 0.92% Due 12/12/2014	1,120,000.00	12/15/2011 0.83 %	1,121,008.00 1,120,710.06	100.12 0.75 %	1,121,344.00 3,119.82	0.55 % 633.94	Aaa AA+	0.70 1.67
313370JB5	FHLB Note 1.75% Due 9/11/2015	3,600,000.00	08/04/2011 1.15 %	3,685,824.00 3,672,073.83	103.14 0.82 %	3,713,144.40 3,500.00	1.80 % 41,070.57	Aaa AA+	3.45 3.34
31331J6C2	FFCB Note 2.35% Due 12/22/2015	2,000,000.00	03/28/2011 2.27 %	2,007,240.00 2,005,694.85	106.23 0.65 %	2,124,670.00 12,925.00	1.04 % 118,975.15	Aaa AA+	3.73 3.56
3136FPDC8	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	1,765,000.00	08/24/2011 1.22 %	1,825,645.40 1,817,593.51	104.07 0.95 %	1,836,771.96 2,255.28	0.89 % 19,178.45	Aaa AA+	3.94 3.79

2012



Holdings Report

As of 3/31/12

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
US TREASURY									
912828PJ3	US Treasury Note 1.375% Due 11/30/2015	3,590,000.00	05/16/2011 1.63 %	3,549,905.00 3,557,604.40	102.41 0.71 %	3,676,382.58 16,589.04	1.79 % 118,778.18	Aaa AA+	3.67 3.56
912828PS3	US Treasury Note 2% Due 1/31/2016	3,505,000.00	05/16/2011 1.70 %	3,551,973.24 3,543,278.54	104.73 0.75 %	3,670,667.33 11,747.53	1.79 % 127,388.79	Aaa AA+	3.84 3.56
912828QA1	US Treasury Note 2.25% Due 3/31/2016	3,435,000.00	Various 1.33 %	3,578,212.10 3,556,380.97	105.79 0.78 %	3,633,855.59 211.17	1.76 % 77,474.62	Aaa AA+	4.00 3.56
912828RU6	US Treasury Note 0.875% Due 11/30/2016	3,425,000.00	12/22/2011 0.89 %	3,423,004.63 3,423,111.05	99.58 0.97 %	3,410,549.93 10,071.47	1.66 % (12,561.12)	Aaa AA+	4.00 4.00
Total US Treasury		31,655,000.00	1.43 %	32,375,754.88 31,853,766.71	0.61 %	32,513,860.16 184,166.15	15.86 % 660,093.45	Aaa AA+	2.00 2.00
TOTAL PORTFOLIO		199,944,203.95	1.40 %	205,313,932.01 202,884,602.34	0.69 %	205,131,869.84 972,832.25	100.00 % 2,247,267.50	Aa1 AA	2.00 1.00
TOTAL MARKET VALUE PLUS ACCRUED						206,104,702.09			

Item No. A.7



City of Moreno Valley

March 31, 2012

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Local Agency Bonds	No Limitation	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity	Complies
Commercial Paper	25% maximum; <270 days maturity; A-1/P-1/F-1 minimum ratings	Complies
Negotiable Certificates of Deposit	30% maximum; 5 years maximum maturity	Complies
Repurchase Agreements	No limitation; 1-year maximum maturity	Complies
Reverse Repurchase Agreements	20% maximum; <92 days maturity	Complies
Medium Term Notes	30% maximum; 5 years maximum maturity; A-rated or better	Complies
Money Market Mutual Funds	20% maximum; AAf/Aaaf, minimum rating	Complies
Collateralized Certificates of Deposits	5 years maximum maturity	Complies
Time Deposits	5 years maximum maturity	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest- only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Maximum maturity	5 years	Complies



Holdings Report Glossary

Item No. A.7

-205-

CUSIP (Committee on Uniform Securities Identification Procedures) – A unique identification number assigned to all securities.

Security Description - The issuer name, coupon (periodic interest payment rate) and maturity.

Par Value/Units - The face value or number of units held in the portfolio.

Purchase Date - The settlement date on which the security was purchased.

Book Yield - The YTM that equates the current amortized value of the security to its periodic future cash flows.

Cost Value - The value at which the securities were purchased, excluding purchased interest.

Book Value - The value at which an asset is carried on a balance sheet. To calculate, take the cost of an asset +/- net accretion/amortization.

Mkt Price - The current fair value market price.

Mkt YTM – The internal rate of return that equates the periodic future cash flows (interest payments and redemption value) to the market price, assuming that all cash flows are invested at the YTM rate.

Market Value - The current fair value of an investment as determined by transactions between willing buyers and sellers.

Accrued Int. - The interest that has accumulated on a bond since the last interest payment up to, but not including, the settlement date.

% of Port. - The % of the portfolio that the security represents based on market value, including accrued interest.

Gain/Loss – The unrealized gain or loss on the security, compared to either cost or amortized value, as of the date of the report.

Moody - The Moody's rating for the security.



Holdings Report Glossary (continued)

S&P - The Standard and Poor's rating for the security.

Term (yrs) - The time, in years, until maturity.

Duration - The weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.

BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of Portfolio
Wells Fargo Community Facilities District 87-1 (IA-1)										
special tax funds	22631800	money market fund	WF Govt Fund	03/31/12	04/01/12	695,850	0.01%	0.01%	1.00000	6.166%
reserve fund	22631804	money market fund	WF Govt Fund	03/31/12	04/01/12	1,028,972	0.01%	0.01%	1.00000	9.118%
admin exp acct	22631805	money market fund	WF Govt Fund	03/31/12	04/01/12	377	0.01%	0.01%	1.00000	0.003%
debt service acct	22631809	money market fund	WF Govt Fund	03/31/12	04/01/12	535,933	0.01%	0.01%	1.00000	4.749%
special tax funds	22631900	money market fund	WF Govt Fund	03/31/12	04/01/12	267,625	0.01%	0.01%	1.00000	2.371%
reserve fund	22631904	money market fund	WF Govt Fund	03/31/12	04/01/12	365,405	0.01%	0.01%	1.00000	3.238%
admin exp acct	22631905	money market fund	WF Govt Fund	03/31/12	04/01/12	8	0.01%	0.01%	1.00000	0.000%
						2,894,170				
Wells Fargo CFD # 5										
Series B Revenue	22333500	money mkt fund	WF Govt Fund	03/31/12	04/01/12	19,336	0.01%	0.01%	1.00000	0.171%
Series B reserve	22333503	money mkt fund	WF Govt Fund	03/31/12	04/01/12	527,664	0.01%	0.01%	1.00000	4.676%
Series B reserve	22333503	money mkt fund	WF Govt Fund	03/31/12	04/01/12	527,664	0.01%	0.01%	1.00000	4.676%
						1,074,664				
Wells Fargo 2007 Redevelopment Agency Tax Allocation Bonds Sereis A										
debt service fund	22631700	money mkt fund	WF Govt Fund	03/31/12	04/01/12	2	0.01%	0.01%	1.00000	0.000%
						2				
Wells Fargo 2005 Lease Revenue Bond										
bond fund	18042800	money mkt fund	WF Govt Fund	03/31/12	04/01/12	69	0.01%	0.01%	1.00000	0.001%
reserve fund	18042804	money mkt fund	WF Govt Fund	03/31/12	04/01/12	2,992,844	0.01%	0.01%	1.00000	26.520%
construction fund	18042806	money mkt fund	WF Govt Fund	03/31/12	04/01/12	1,315,143	0.01%	0.01%	1.00000	11.654%
						4,308,056				
Wells Fargo 2007 Taxable Lease Revenue Bonds - Electric Utility										
bond fund	22277600	money mkt fund	WF Govt Fund	03/31/12	04/01/12	368,102	0.01%	0.01%	1.00000	3.262%
construction fund	22277604	money mkt fund	WF Govt Fund	03/31/12	04/01/12	2,056,635	0.01%	0.01%	1.00000	18.224%
						2,424,737				
Wells Fargo Automall Refinancing										
revenue fund	20350300	revenue	WF Govt Fund	03/31/12	04/01/12	64,854	0.01%	0.01%	1.00000	0.575%
reserve fund	20350303	reserve	WF Govt Fund	03/31/12	04/01/12	259,307	0.01%	0.01%	1.00000	2.298%
reserve fund	20350303	reserve	WF Govt Fund	03/31/12	04/01/12	259,307	0.01%	0.01%	1.00000	2.298%
						583,468				
Totals						11,285,097				

Type	Summary of Bond Proceeds with Fiscal Agents	
1	Construction Funds	3,371,778
2	Principal & Interest Accounts	1,128,522
3	Debt Service Reserve Funds	6,505,769
4	Custody Accounts	0
5	Arbitrage Rebate Accounts	0
6	Other Accounts	279,028
Total Fiscal Agent Funds		11,285,097

DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of Mar 31, 2011	Fund	Market Value as of Mar 31, 2011	Fund	Market Value as of Mar 31, 2011
Liquid Savings	\$1,199,901	Drey SmCap I	6	N B Socially Responsive Fund	20,331
Nationwide Fixed (Part Time Employee)	263,437	American Century Balanced	33	DFA US Micro Cap Port	67,175
Liquid Savings (Part Time Employees)	498,421	Am Century Growth	57,168	Federated Kaufmann Fund	90,580
Certificates of Deposit 3 years	36,320	Am Century Select	108,902	Invesco Mid Cap Core Equity	22,214
Certificates of Deposit 5 years	81,704	Am Century Ultra	0	Nationwide Ret Inc Inst Svc	14,996
Bond Fund Of America	58,788	Vanguard Index 500	88,163	Nationwide InvDes Mod Cons Fund SC	42,955
Growth Fund of America	83,085	Vanguard Institutional Index	432,550	Nationwide InvDes Mod Aggr Fund	725,174
Investment Co. of America	30,087	Vanguard Wellington	16,611	Nationwide InvDes Aggr Fund	44,914
Income Fund of America	114,161	Vanguard Windsor II	54,214	Nationwide InvDes Mod Fd	425,421
Brown Cap Mgmt Inc SM Co	46,622	Vanguard Total Bond Index	183,910	Nationwide Inv Des Cons	87,089
Fidelity Independence	1,753	Washington Mutual Inv	61,681	Nationwide Large Cap Growth	47,698
Fidelity Equity Income	30,984	Templeton Foreign I	0	Nationwide Inter Val Inst Svc	25,256
Fidelity Magellan	210,179	EuroPacific Growth	258,173	Nationwide US Sm Cap Val Ins Svc	1,073
JP Morgan Mid Cap Value A	619,827	Stable Fund C	2,500,503	YL Account	0
Fidelity Puritan	86,881	PBHG Growth Fund	0	Nationwide Dest 2020 Inst Svc	123,263
Fidelity Contrafund	283,133	DWS High Income Fund A	72,869	Nationwide Dest 2025 Inst Svc	90,125
Janus Fund	66,711	DWS Eq Divd A	51,760	Nationwide Dest 2030 Inst Svc	0
Janus Advisor Forty	38,862	Oppenheimer Global Fund A	215,005	Total Nationwide Deferred	\$9,680,668

ICMA

Fund	Market Value as of Mar 31, 2011	Fund	Market Value as of Mar 31, 2011
Aggressive Oppor.	\$181,488	VT Royce Premeir	4,160
International	174,722	VT Ranier Small/Mid Cap Eq	36,169
All Equity Growth	116,529	VT Fidelity Contrafund	180,834
Growth and Income	213,348	VT Vantagepoint Overseas Equity Index Fund	71,029
Broad Market	62,126	VT Fidelity Diversified International	54,202
500 Stock Index	75,939	VT Allianz NFJ Div Value	43,759
Equity Income	315,085	VT Oppenheimer Main Street	1,934
Asset Allocation		VT Fidelity Puritan	5,454
Core Bond	74,736	VT Calvert Equity Portfolio	8
Cash Management	26,090	VT TR Price Growth Stock Adv	18,932
Plus Fund	1,082,409	VT Nuveen Real Estate Secs	29,563
Savings Oriented	19,512	VT TR Price Small Cap Value	122,226
Conservative Growth	159,791	VT Vantagepoint MS Ret Inc	36,046
Traditional Growth	248,242	VT Vantagepoint Inflation Protected Securities	81,014
Long-Term Growth	348,789	VT Vantagepoint Select Value	86
Milestone 2010	13,853	VT Vantagepoint Mid/Sm Index	12,963
Milestone 2015	25,365	VT PIMCO Total Return	49,126
Milestone 2025	17,528	VT PIMCO High Yield	56,407
Milestone 2030	12,521	VT Harbor International Admi	15,847
Milestone 2035	14,152	VT Harbour Mid Cap Growth Admin	
Milestone 2040	3,611		
Vantage Growth Fund	231,474	Total ICMA	\$4,237,069

Summary by Plan

Deferred Compensation Plan	Market Value as of Mar 31, 2011
Total Nationwide	\$9,680,668
Total ICMA	4,237,069
Total Deferred Compensation Plans	\$13,917,737

Summary by Investment Type

Investment Type	Market Value as of Mar 31, 2011
Savings Deposits and CD's	\$4,580,286
Mutual Funds	9,337,451
Total Deferred Compensation Plans	\$13,917,737

BOND MARKET REVIEW

A MONTHLY REVIEW OF
FIXED INCOME MARKETS



WHAT'S INSIDE

Market Summary1
Yield Curve
Current Yields

Economic Round-Up.....2
Credit Spreads
Economic Indicators

The Federal Reserve Balance Sheet
and Implications for Fixed Income
Investors. 3

Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

Market Summary

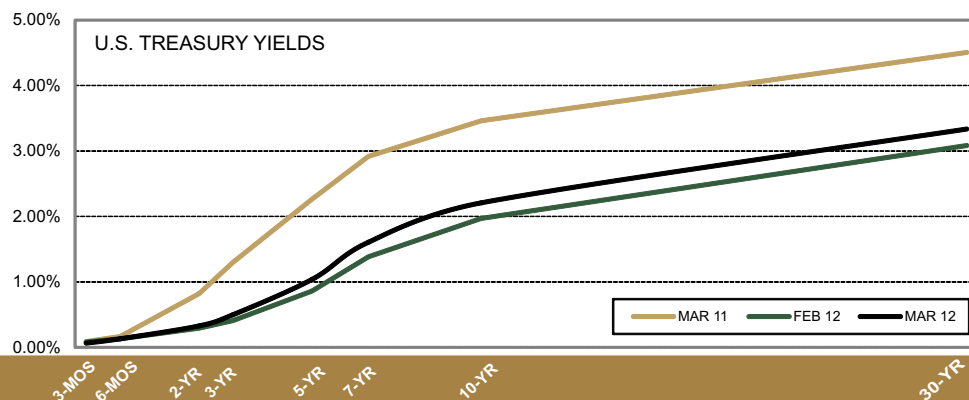
Treasury rates moved higher in March, driven by ongoing improvement in domestic economic data and reduced market expectation of further asset purchases from the Federal Reserve. In addition, rising oil prices, coupled with improving domestic economic data, has raised investor concerns about accelerating inflation, driving bond yields higher. However, Operation Twist (which expires at the end of June) continues to put downward pressure on longer-term interest rates.

We believe domestic economic data remains indicative of a slow growth environment. The labor market continues to improve and the manufacturing sector remains healthy. In March, the unemployment rate fell to 8.2% from 8.3% in February, and non-farm payrolls grew by an average of approximately 212,000 per month throughout the first quarter. Consumer confidence also continues to show strength, despite the near 20% rise in gas prices since the beginning of the year. Though political and economic turmoil in Europe continues to create volatility in global financial markets, European leaders have made progress in addressing the regions debt crisis.

In March, the Federal Reserve announced it would retain the policy rate range of 0.0-0.25%. The Fed provided a generally upbeat assessment of the economy, and held off on announcing any new forms of quantitative easing, despite market speculation to the contrary. There was no change to the Fed's assurance the fed funds rate will remain exceptionally low through late 2014. Recent increases in gas prices were acknowledged, but the Fed expects the impact on overall inflation will be temporary. The Fed noted that while strains on global financial markets have eased, they continue to pose a significant downside risk to the economic outlook. The next FOMC meeting is scheduled for April 24th and 25th.

TREASURY YIELDS ROSE IN MARCH

Source: Bloomberg



Treasury yields moved higher in March, driven by ongoing improvement in domestic economic data.

TREASURY YIELDS	3/31/12	2/29/12	CHANGE
3 Month	0.07	0.08	(0.01)
2 Year	0.33	0.29	0.04
3 Year	0.50	0.41	0.09
5 Year	1.04	0.86	0.18
7 Year	1.61	1.38	0.23
10 Year	2.21	1.97	0.24
30 Year	3.34	3.09	0.25

Source: Bloomberg

Economic Roundup

Consumer Prices

In February, the CPI showed consumer prices increased 2.9% on a year-over-year basis. The year-over-year Core CPI (CPI less food and energy) increased at a 2.2% rate. Overall, price increases remained subdued. However, concerns recently developed about rising oil prices and the negative impact higher gas prices at the pump could have on consumer spending.

Retail Sales

In February, Retail Sales rose 6.5% on a year-over-year basis. Consumer spending rebounded from the depths of the recession and recent activity was moderate; however, high unemployment continues to restrain consumer spending. High gas prices may also pose a headwind to future consumer spending.

Labor Markets

The March employment report showed the economy added 120,000 jobs. The report was moderately disappointing, even though the unemployment rate declined 0.1% to 8.2%. Although the unemployment rate remains elevated, current economic data suggests the labor market is improving at a slow but steady pace.

Housing Starts

Single-family housing starts declined 9.9% in February to 457,000, compared to 507,000 in January. However, there was strength in multi-family starts which rose 21.1% for the month. The housing market remains under pressure, but seems to have stabilized following several years of sharp declines. Some housing data has recently surprised to the upside.

Credit Spreads Tighter

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top-rated commercial paper	0.15	0.19	(0.04)
2-year AA corporate note	0.24	0.23	0.01
5-year AA corporate note	0.36	0.48	(0.12)
5-year Agency note	0.26	0.28	(0.02)

Source: Bloomberg

Data as of 3/31/12

Economic Data Modestly Improving

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(52.6) \$Bln JAN 12	(50.4) \$Bln DEC 11	(47.5) \$Bln JAN 11
GDP	3.0% DEC 11	1.8% SEP 11	2.3% DEC 10
Unemployment Rate	8.3% FEB 12	8.3% JAN 12	9.0% FEB 11
Prime Rate	3.25% MAR 12	3.25% FEB 12	3.25% MAR 11
CRB Index	308.46 MAR 12	322.43 FEB 12	359.43 MAR 11
Oil (West Texas Int.)	\$103.02 MAR 12	\$107.07 FEB 12	\$106.72 MAR 11
Consumer Price Index (y/o/y)	2.9% FEB 12	2.9% JAN 12	2.1% FEB 11
Producer Price Index (y/o/y)	3.3% FEB 12	4.1% JAN 12	5.4% FEB 11
Dollar / EURO	1.33 MAR 12	1.33 FEB 12	1.42 MAR 11

Source: Bloomberg

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The information contained herein was obtained from sources we believe to be reliable, but we do not guarantee its accuracy. Opinions and forecasts regarding industries, companies, and/or the economy are all subject to change at any time, based on market and other conditions, and should not be construed as a recommendation.

Page 2

The Federal Reserve Balance Sheet and Implications for Fixed Income Investors

The recent rise in Treasury market yields has some investors concerned the United States may be on the precipice of an inflation problem. The non-farm payrolls report has averaged an increase of 212,000 jobs over the past three months and the unemployment rate has ticked down to 8.2% versus 8.8% in March 2011, indicative of a strengthening economy. Similar to the first quarter of 2011, where the S&P 500 equity index returned 5.42%, equity markets have posted impressive positive results year to date in 2012. The direction of interest rates is also similar, Five year Treasury notes increased by 20 basis points (2.02% to 2.22%) during the first quarter of 2011 versus increasing by 21 basis points (0.83% to 1.04%) in the first quarter of 2012.

At Chandler we feel many of the issues that led to market volatility in 2011 remain mostly unresolved as we look forward into 2012. We consider the largest, but by no means only, lingering concern for market participants remains Europe sovereign debt risk and the impact on US markets. The European Central Bank (ECB) recently engaged in a form of quantitative easing via two Long Term Refinancing Operations (LTROs) to inject liquidity into the European banking system. The three year term on the loans offered by the ECB limits the time frame for the ECB's balance sheet to expand. European sovereign bond yields recovered after implementation of the LTROs, and no additional such operations are expected.. In our view, the ECB continually does just enough to calm markets in the short term, but fails to provide a definitive long term solution. Finding the right balance of policies to promote fiscal austerity and simultaneously stimulate economic growth, so that even more austerity is not required down the road, will prove challenging for the Eurozone.

It is not only the actual level of interest rates or the size of the Fed's balance sheet that influence prices in the capital markets - the rate of change in each of these metrics is also an important element.

The recovery in the United States remains lackluster by historical standards. The soft recovery has contributed to the unemployment rate remaining elevated and less revenue for Federal, State, and Local governments. The inability of political leaders at the Federal level to find common ground on long-term deficit reduction is poised to impact markets in 2013. The rules put in place prior to the formation of the bipartisan "Super Committee" in 2011 require significant spending cuts across the Federal Budget in 2013, including expiration of the Bush tax cuts. Consensus estimates average a negative 2.5% - 3.5% impact to GDP in 2013. We question whether the markets are strong enough to absorb a contraction in

government spending coinciding with a less accommodative Federal Reserve. When taking into account the totality of the economic backdrop, including the impact of a slowing Europe and the coming fiscal contraction in the United States, fears of accelerating inflation are not supported in our view.

The Federal Reserve has become a more transparent institution under Chairman Bernanke's leadership. The committee remains steadfast in its official communication regarding its commitment to accommodative monetary policy, driven primarily by

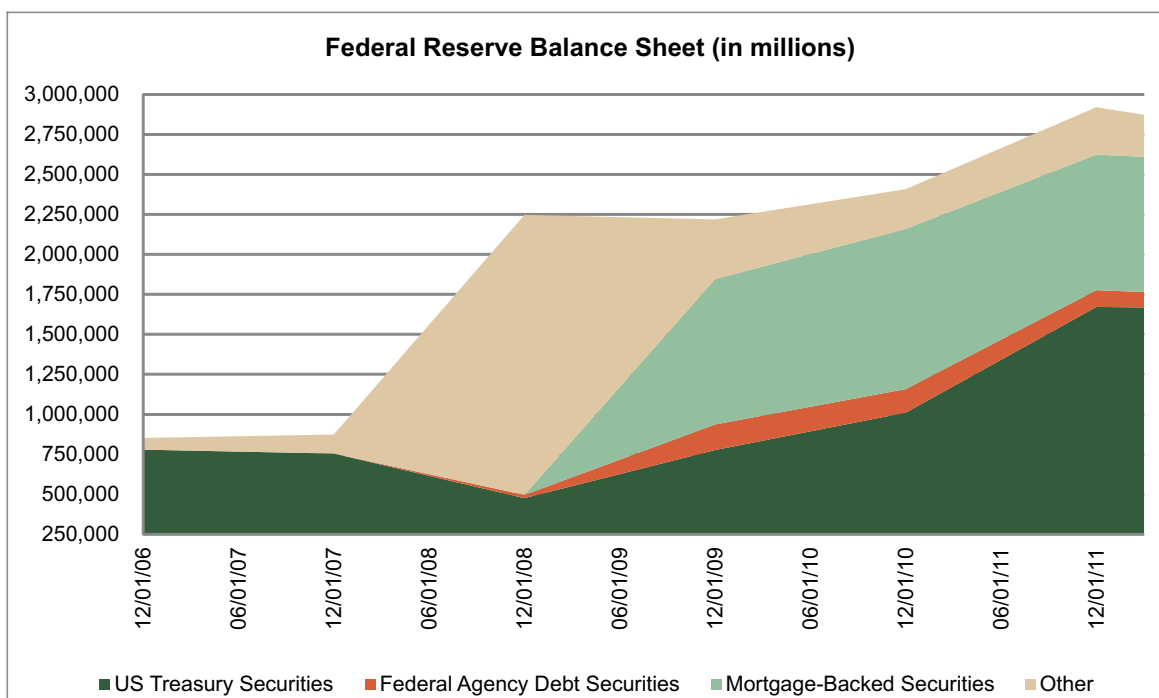
low rates of resource utilization and a subdued outlook for inflation over an intermediate time horizon. Since the onset of the financial crisis the Fed's balance sheet expanded dramatically, increasing in size by over 3x. The composition of the underlying assets on the balance sheet has also changed, with the Mortgage Backed Securities component now being larger than the size of the overall balance sheet pre crisis. However we are now well past the most aggressive expansion of the Federal Reserve's balance sheet via the first two rounds of Quantitative Easing (QE). Operation Twist (OT), set to expire in June 2012, is the latest iteration of unorthodox Fed policy. OT has not altered the size of the Fed's balance sheet, just the maturity of the underlying

holdings of the Treasury component. It is not only the actual level of interest rates or the size of the Fed's balance sheet that influence prices in the capital markets - the rate of change in each of these metrics is also an important element. Post expiration of OT in June 2012, the potential risk is the rate of change will turn negative as the Fed's balance sheet will start to contract and the average maturity of the underlying assets will shorten, potentially putting upward pressure on interest rates.

We believe any move materially higher in interest rates will be self-correcting. Real yields (interest earned less inflation) are so low, investors feel compelled to consider a more material allocation to higher risk assets for the potential to earn a real rate of return commensurate with historical norms. If equity markets and other higher risk assets deteriorate in a higher rate environment, we believe consumer balance sheets will deteriorate, and the already weak recovery will take a few steps backward.

Arguably one of the most significant legacies of Chairman Bernanke is his willingness to be creative with unorthodox tools available to the Federal Reserve to promote full employment and economic growth. Policymakers need to continue this trend of being creative with the Federal Reserve's balance sheet to achieve its dual mandate of maximum employment and stable prices. If you can accept the hypothesis that historically low rates are a foregone conclusion over an intermediate time horizon, the Fed should avoid disrupting the recovery by lessening its support of the higher risk assets via low fixed income rates. A significant move lower in equity market valuations could potentially derail some of the positive aspects of the recovery experienced to date. We welcome the day when monetary policy can normalize. Normalization in our view is consistent with a Fed Funds rate of approximately 2.0%, Ten year yields of approximately 4.0%, and a contracting Fed balance sheet; however that day is not yet upon us.

William Dennehy II
VP, Portfolio Manager



Source: Federal Reserve of the United States

RISKS AND OTHER IMPORTANT CONSIDERATIONS

Past performance is not indicative of future results. This report is provided for general information purposes only and should not be construed as specific legal, tax, or financial planning advice. All opinions and views constitute judgments or relevant information as of the date of writing and such information may become outdated or superseded at any time without notice. Forecasts are inherently limited and should not be relied upon as an indicator of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy. This information should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, interest rates.



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: May 22, 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 2–15, 2012.

<i>Reports on Reimbursable Activities</i> May 2–15, 2012		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart	5/11/12	Student of the Year Dinner

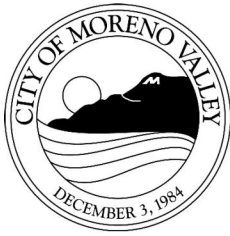
Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

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

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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: May 22, 2012

TITLE: 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

RECOMMENDED ACTION

Staff recommends that the City Council:

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.
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.
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.
4. Adopt Resolution No. 2012-37 approving 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.

BACKGROUND

The Community Services District (CSD) Zone B was created by the voters in the City of Moreno Valley in 1984, shortly after the City incorporated, to provide residential street lighting services by levying a fee of \$22 per parcel. Currently, the parcel fee is levied at \$23/\$24.74 per parcel. As the costs to operate the streetlight program from utility providers increased, fund balances were used to absorb the increases. As fund balances were diminishing and the utility providers' costs continued to increase, property owners were asked in 2009 and in 2010, to increase parcel charges to generate additional revenue to keep the CSD Zone B financially solvent. On both occasions, property owners opposed the request to increase parcel charges.

The Community Services District (CSD) Zone C was created by the City of Moreno Valley in 1987, to provide arterial street lighting services by levying a fee of \$6 per parcel. Currently, the parcel fee is levied at \$9 per parcel.

Increases in the number of parcels resulting from development in the City has allowed revenue to keep pace with cost growth. However, the slowdown in development has resulted in little to no parcel growth. At the same time, utility costs have increased significantly, creating fiscal stress on the funds to where the expenses have exceeded parcel fees for the last several years. On February 8, 2011 the City Council approved a subsidy for residential streetlight services from the General Fund to the CSD Zone B in the amount of up to \$675,000 for FY 2010-11. The CSD Zone B and Zone C have now reached a point of insolvency which requires action by the City Council to subsidize the streetlight operating costs for the remainder of this FY 2011-12 and FY 2012-13 in order to keep the program operating at its current level.

DISCUSSION

Government Code 61131 limits the total amount of indebtedness a CSD may have outstanding at any one time to 5% of the Zone B and Zone C total revenues in the preceding fiscal year. CSD Zone B has previously incurred a loan of 5%, which is currently outstanding. CSD Zone C had total revenues of \$571,589 in FY 2010-11. This limits the amount that the City's General Fund may loan to the CSD Zone C to 5% of this amount or \$28,579. Any indebtedness incurred pursuant to this section shall be repaid within five years from the date on which it is incurred.

Staff is presenting for City Council's consideration several alternatives related to addressing the fiscal shortfalls of CSD Zone B and Zone C for FY 2011-12 and FY 2012-13. These include options related to transferring sufficient funds to pay the remaining operating expenses for the current fiscal year. Staff recommends approving alternatives 1, 2, 4 and 5.

ALTERNATIVES

1. Adopt a resolution 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.
2. Adopt a resolution 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.
3. Adopt a resolution approving a subsidy in the amount of up to \$90,000 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 2011-12.
4. Adopt a resolution 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.
5. Adopt a resolution approving 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.
6. Do not adopt the proposed resolutions and provide direction to staff.

FISCAL IMPACT

Based on the current parcel fees, the CSD Zone B and Zone C are currently insolvent. The City Council is being asked to provide funding for CSD Zone B and Zone C to pay operating expenses for the remainder of FY 2011-12 and for FY 2012-13. These funds are appropriated in the approved two-year budget.

The only source of funding available is from the City's General Fund "Fund Balance".

The recommended actions fund residential and arterial streetlight services through June 2013. Since any action to begin to generate additional streetlight revenues or to reduce the cost of operating the streetlight programs will take a long lead time to implement, time is of the essence in making these decisions.

CITY COUNCIL GOALS

None applicable

SUMMARY

The CSD Zone B and Zone C have now reached a point of insolvency which requires drastic action by the City Council to subsidize the streetlight operating costs for the remainder of this FY 2011-12 and FY 2012-13, to continue providing streetlight services.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Exhibit A – 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 FY 2011-12

Exhibit B – 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 FY 2012-13

Exhibit C – A Resolution of the City Council of the City of Moreno Valley, California, approving the transfer amount of up to \$90,000 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 2011-12

Exhibit D - A Resolution of the City Council of the City of Moreno Valley, California, approving a loan in the amount of \$28,579 and the transfer amount of up to \$61,421 to Community Services District Zone C to subsidize the cost of operating arterial streetlight services for FY 2011-12

Exhibit E – 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 FY 2012-13

Prepared By:
Rick Teichert
Financial & Administrative Services Director

Department Head Approval:
Henry T. Garcia
City Manager

Concurred By:
Ahmad Ansari
Public Works Director/City Engineer

Concurred By:
Candace Cassel
Special Districts Division Manager

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

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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

WHEREAS, the property owners in the City of Moreno Valley did not pass a fee increase required to operate the current residential streetlight program in the City of Moreno Valley; and

WHEREAS, the current parcel fee does not provide sufficient funds to pay the operating costs for the entire FY 2011-12; and

WHEREAS, the City Council desires to operate the residential streetlights for the entire FY 2011-12 for public safety benefits provided by the streetlights to the residents of the City of Moreno Valley; and

WHEREAS, the City Council is willing to transfer a Fund Balance from the City's General Fund to subsidize the cost of residential streetlights for the FY 2011-12; and

WHEREAS, sufficient Fund Balance is available in the City's General Fund to effectuate such a transfer of funds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that staff will transfer up to \$675,000 from the City's General Fund Fund Balance to the Moreno Valley Community Services District Zone B to subsidize the cost of operating residential streetlights for the FY 2011-12.

APPROVED AND ADOPTED this 22nd day of May, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-33 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 22nd day of May, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

RESOLUTION NO. 2012-34

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 2012-13

WHEREAS, the property owners in the City of Moreno Valley did not pass a fee increase required to operate the current residential streetlight program in the City of Moreno Valley; and

WHEREAS, the current parcel fee does not provide sufficient funds to pay the operating costs for the entire FY 2012-13; and

WHEREAS, the City Council desires to operate the residential streetlights for the entire FY 2012-13 for public safety benefits provided by the streetlights to the residents of the City of Moreno Valley; and

WHEREAS, the City Council is willing to transfer Fund Balance from the City's General Fund to subsidize the cost of residential streetlights for the FY 2012-13; and

WHEREAS, sufficient Fund Balance is available in the City's General Fund to effectuate such a transfer of funds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that staff will transfer up to \$675,000 from the City's General Fund Fund Balance to the Moreno Valley Community Services District Zone B to subsidize the cost of operating residential streetlights for the FY 2012-13.

APPROVED AND ADOPTED this 22nd day of May, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-34 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 22nd day of May, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

RESOLUTION NO. 2012-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE TRANSFER AMOUNT OF UP TO \$90,000 TO COMMUNITY SERVICES DISTRICT ZONE C TO SUBSIDIZE THE COST OF OPERATING ARTERIAL STREETLIGHT SERVICES FOR THE FY 2011-12

WHEREAS, the property owners in the City of Moreno Valley pay a fee required to operate the current arterial streetlight program in the City of Moreno Valley; and

WHEREAS, the current parcel fee does not provide sufficient funds to pay the operating costs for the entire FY 2011-12; and

WHEREAS, the City Council desires to operate the arterial streetlights for the entire FY 2011-12 for public safety benefits provided by the streetlights to the residents of the City of Moreno Valley; and

WHEREAS, the City Council is willing to transfer Fund Balance from the City's General Fund to subsidize the cost of residential streetlights for the FY 2011-12; and

WHEREAS, sufficient Fund Balance is available in the City's General Fund to effectuate such a transfer of funds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that staff will transfer up to \$90,000 from the City's General Fund Fund Balance to the Moreno Valley Community Services District Zone C to subsidize the cost of operating residential streetlights for the FY 2011-12.

APPROVED AND ADOPTED this 22nd day of May, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-35 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 22nd day of May, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

NOT RECOMMENDED

Resolution No. 2012-35
Date Adopted: May 22, 2012

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

WHEREAS, the property owners in the City of Moreno Valley pay a fee required to operate the current arterial streetlight program in the City of Moreno Valley; and

WHEREAS, the current parcel fee does not provide sufficient funds to pay the operating costs for the entire FY 2011-12; and

WHEREAS, the City Council desires to operate the arterial streetlights for the entire FY 2011-12 for public safety benefits provided by the streetlights to the residents of the City of Moreno Valley; and

WHEREAS, the City Council is willing to transfer Fund Balance from the City's General Fund to subsidize the cost of residential streetlights for the FY 2011-12; and

WHEREAS, sufficient Fund Balance is available in the City's General Fund to effectuate such a transfer of funds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the City Council approves the promissory note (Attachment A) loaning \$28,579 from the City of Moreno Valley General Fund to the Moreno Valley Community Services District Zone C to subsidize the cost of operating arterial streetlights for FY 2011-12.

BE IT FURTHER RESOLVED that the City will transfer \$61,421 from the City of Moreno Valley General Fund Fund Balance to the Moreno Valley Community Services District Zone C to subsidize the cost of operating arterial streetlights for the FY 2011-12.

APPROVED AND ADOPTED this 22nd day of May, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-36
Date Adopted: May 22, 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. 2012-36 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 22nd day of May, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2012-36
Date Adopted: May 22, 2012

PROMISSORY NOTE

DATE: May 22, 2012

Principal amount: \$ 28,579

FOR VALUE RECEIVED, the Moreno Valley Community Services District Zone C (Borrower) promises to pay the City of Moreno Valley - General Fund (the Lender) the sum of \$31,553 in one payment of \$31,553 on the date of May 22, 2017. This amount represents a simple interest rate of 2% compounded annually.

In the event the borrower defaults in any payment beyond 180 days from the agreed date of payment, a late penalty charge of \$1,000 dollars will be assessed inclusive of the interest, late charges, and applicable fees.

Payments will be applied first to interest and then to principal.

The Borrower must inform the Lender of any change in name or address.

This note may be prepaid by the Borrower at any time in whole or in part without premium or penalty, and will include any interest due up to the point of repayment.

Borrower agrees to pay all cost of collection, legal expenses and solicitor fees, incurred or paid by the Lender in the collection and/or enforcement of this Note.

CSD Zone C Executive Director

Approved as to Form

ATTEST:

City Clerk

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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

WHEREAS, the property owners in the City of Moreno Valley pay a fee required to operate the current arterial streetlight program in the City of Moreno Valley; and

WHEREAS, the current parcel fee does not provide sufficient funds to pay the operating costs for the entire FY 2012-13; and

WHEREAS, the City Council desires to operate the arterial streetlights for the entire FY 2012-13 for public safety benefits provided by the streetlights to the residents of the City of Moreno Valley; and

WHEREAS, the City Council is willing to transfer Fund Balance from the City's General Fund to subsidize the cost of residential streetlights for the FY 2012-13; and

WHEREAS, sufficient Fund Balance is available in the City's General Fund to effectuate such a transfer of funds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that staff will transfer up to \$420,000 from the City's General Fund Fund Balance to the Moreno Valley Community Services District Zone C to subsidize the cost of operating residential streetlights for the FY 2012-13.

APPROVED AND ADOPTED this 22nd day of May, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2012-37 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 22nd day of May, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

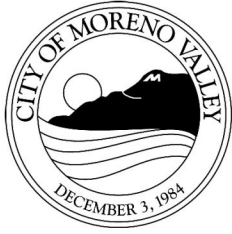
Resolution No. 2012-37
Date Adopted: May 22, 2012

**MINUTES - REGULAR MEETING OF MAY 8, 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>Rest</i>
CITY MANAGER	<i>ms</i>

Report to City Council

TO: Mayor and City Council, Acting in their Respective 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: May 22, 2012

TITLE: **EXTENSION OF CONTRACT** - Project No. E-4/11 – Moreno Valley Ranch – East/Daybreak Maintenance of Parkway Landscaping and Irrigation

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 attached 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.

ADVISORY COMMITTEE RECOMMENDATION

Not Applicable

BACKGROUND

On February 17, 2011, the Special Districts Division of the Public Works Department received valid proposals from eight (8) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and irrigation system associated with CSD Zones E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak). On June 14, 2011, upon an evaluation of the proposals and a recommendation by staff, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD awarded the contract for landscape maintenance of the Moreno Valley Ranch-East parkways and medians to TruGreen Landcare, Riverside, California (the “Contractor”). The contract amount for the initial twelve-month term was \$194,364.76 for full standard scheduled landscape maintenance services (\$179,564.76 for Base Services; \$14,800.00 for estimated Additional Work).

In June of 2011, Zone E-4 property owners did not approve an increase in their CSD charge to continue providing the full standard schedule of maintenance for parkway and median landscape services. On October 1, 2011, the landscape maintenance service schedule for the E-4 service areas was adjusted from the full standard schedule to the reduced service schedule based on available funding. This change in service schedule reduced the contract’s base services from \$179,564.76 to \$101,350.32. The contractor has satisfactorily performed landscape maintenance services for Zone E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak) at the full and reduced service schedules over the original term of the contract, and staff is recommending that the Contract be extended, which is the first of four possible contract extensions allowed per the terms of the Agreement, as discussed below.

DISCUSSION

In December 2011, staff discussed with the Contractor their performance to date, the possibility of the Moreno Valley CSD extending the term of the contract, and the terms of the Extension Agreement (see Attachment 1). Key provisions of the Extension Agreement are as follows:

1. Extension of the contract term to June 30, 2013.

The Contractor has provided satisfactory service in accordance with the contract’s scope of services and the schedule of maintenance over the past year. Additionally, the Contractor has agreed to extend the contract based under the same terms in accordance with the reduced maintenance schedule for E-4 and the standard service schedule for E-4A, at an overall contract amount of \$109,550.32 (\$101,350.32 for Base Services; \$8,200.00 for estimated Additional Work) for fiscal year 2012-13. Therefore,

based on performance and price, staff recommends that the Moreno Valley CSD retain the services of TruGreen Landcare for another year.

ALTERNATIVES

1. Approve the Extension Agreement for Project E-4/11 to extend the term of the contract for an additional one-year period; authorize the President of the Moreno Valley CSD Board to execute the Extension Amendment with TruGreen Landcare; and authorize the Purchasing Manager to issue open purchase orders for Base Services and estimated Additional Work to TruGreen Landcare at the start of Fiscal Year 2012/13. *Approval of this Extension Agreement will ensure uninterrupted landscape maintenance service is provided to the parkways, medians and irrigation system located within Zones E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak).*
2. Do not approve the Extension Agreement for Project E-4/11 to extend the term of the contract for an additional one-year period. *By not approving this Extension Agreement a disruption in the continuity of parkway and median landscaping and irrigation services may occur for the eastern portion of the Moreno Valley Ranch Specific Plan (Zones E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak)).*

FISCAL IMPACT

The sum of \$95,770.32 will be encumbered in Account 00182.78250.6261 and \$5,580.00 will be encumbered in Account 00182.78282.6261 by open purchase order. Upon staff approval, monthly disbursements of \$8,445.86 to pay for base services will be made to TruGreen Landcare. Staff also requests that the Moreno Valley CSD Board authorize the encumbrance of \$6,900.00 in Account 00182.78250.6261 and \$1,300.00 in Account 00182.78282.6261 to cover the cost of performing estimated Additional Work (e.g., repairs/replacements due to vandalism, theft, Acts of God, and normal wear and tear) under terms of this Extension Agreement. The combined cost of Base Contract services and Estimated Additional Work performed by this Contractor shall not exceed \$109,550.32. The above amounts have been budgeted for Zone E-4 and E-4A for the coming fiscal year, with costs to be recovered through annual CSD charges. The parcel charges collected may only be used for landscape maintenance services associated with the parkways and medians in Zones E-4 and E-4A, which are located in the eastern portion of the Moreno Valley Ranch Specific Plan. This action will not impact the City's General Fund.

CITY COUNCIL GOALS

By approving the Extension Agreement with TruGreen Landcare, the Moreno Valley 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 Moreno Valley CSD provides ongoing landscape and irrigation maintenance for the expanded parkways and medians associated within specific master planned communities within Zone E. Landscape maintenance services are provided through the use of contract services. At the end of the initial term these maintenance agreements may be renewed for up to four additional twelve month periods. Staff is recommending that the Board exercise its option to extend the current Agreement with TruGreen Landcare for an additional twelve months.

NOTIFICATION

Not applicable.

ATTACHMENTS

Attachment 1: Copy of Extension Agreement

Attachment 2: Project E-4/11 Vicinity Maps

Prepared By
Sharon Sharp
Senior Management Analyst

Department Head Approval
Ahmad Ansari, P.E.,
Public Works Director

Concurred By
Candace Cassel
Special Districts Division Manager

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

EXTENSION AGREEMENT
PROJECT NO. E-4/11
MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **TruGreen Landcare** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 18, 2011 referencing Project No. E-4/11 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-4/11– Moreno Valley Ranch – East/Daybreak.

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. 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 in the total amount of **EIGHT THOUSAND FOUR HUNDRED FORTY-FIVE 86/100 (\$8,445.86)** 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 **ONE HUNDRED ONE THOUSAND THREE HUNDRED AND FIFTY 32/100 DOLLARS (\$101,350.32)**.
4. Notwithstanding, Exhibit E, Section B, 3. A. and B. on page 85, of the Agreement, the unit cost set forth in the Additional Work Price List, for any landscape areas added to the project during the period of this Extension shall be as follows:
 - a. Additional parkway areas, planters (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$0.0075/sq.ft./mo.**
 - b. Additional parkway areas, turf (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$0.006/sq.ft./mo.**

Attachment 1

EXTENSION AGREEMENT
PROJECT NO. E-4/11 – MORENO VALLEY RANCH EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

5. 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 **EIGHT THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$8,200.00)**.
6. 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-4/11 – MORENO VALLEY RANCH EAST/DAYBREAK
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: TruGreen Landcare

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

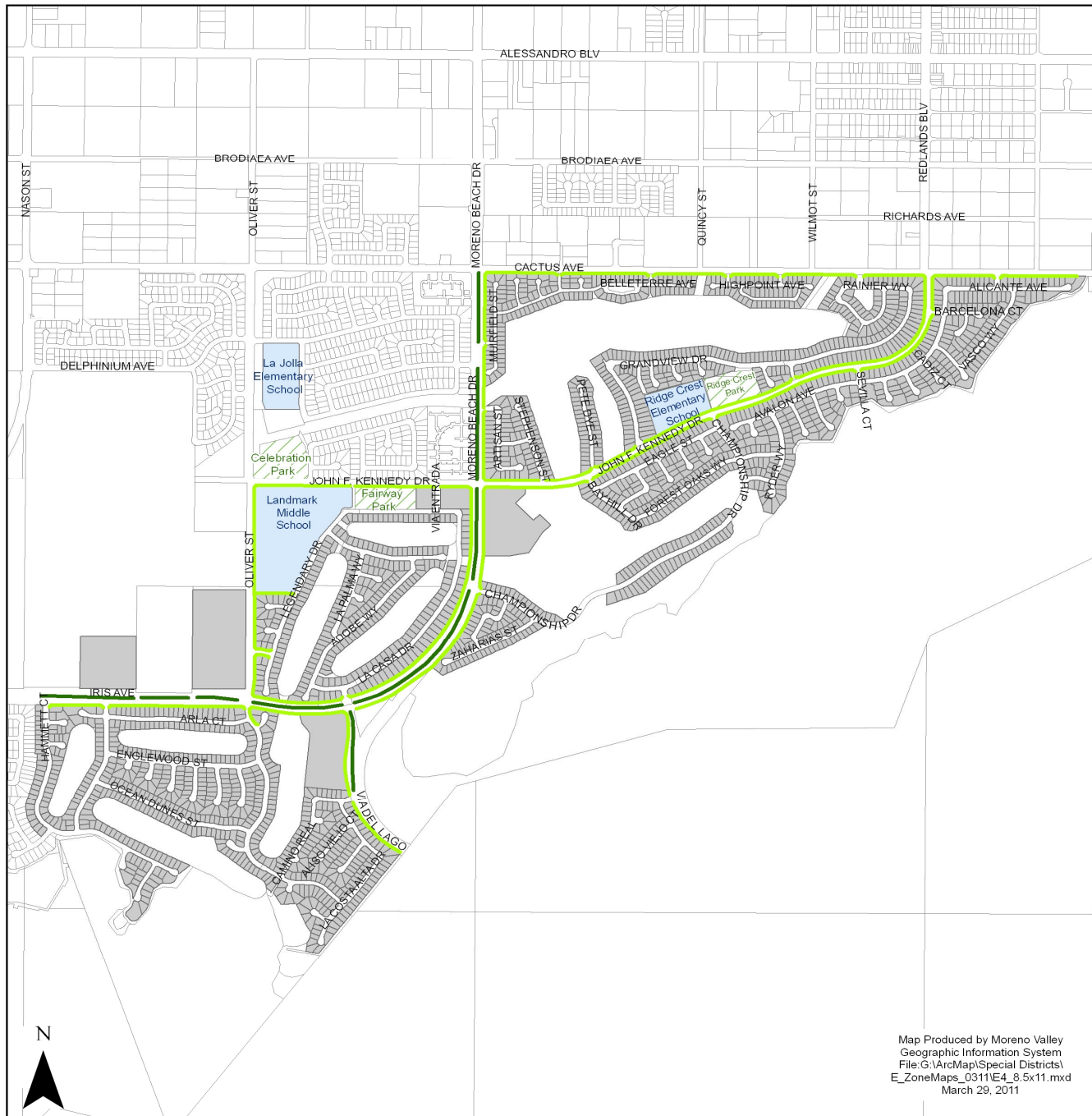
Date: _____

Affix Corporate Seal Below

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Moreno Valley Community Services District Extensive Landscape Maintenance (*Jardineria y mantenimiento general*)

Zone (Zona) E-4 • Moreno Valley Ranch - East (Este)



Map Produced by Moreno Valley
Geographic Information System
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E_ZoneMaps_0311\E4_8.5x11.mxd
March 29, 2011

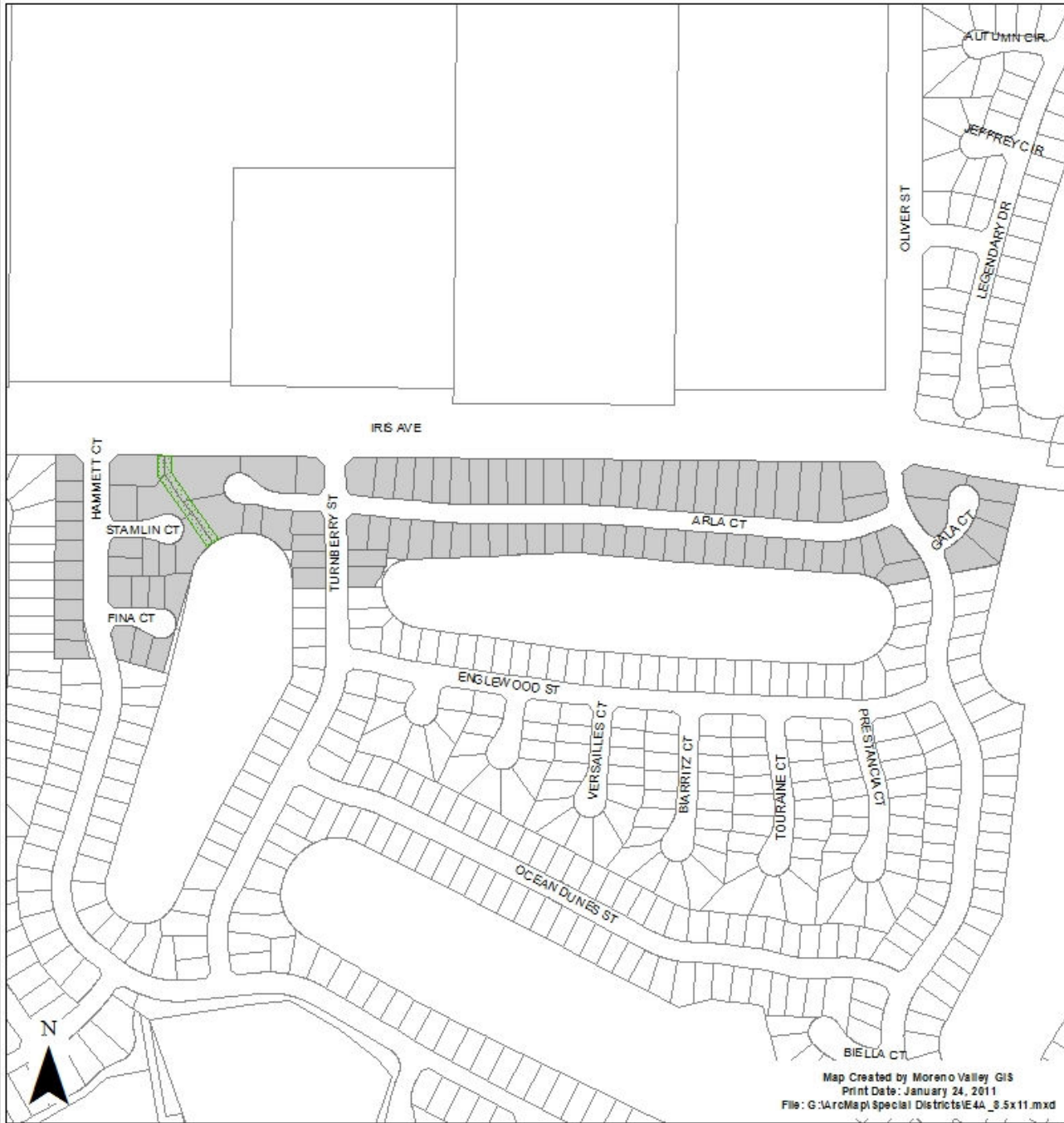
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this 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 (*Areas Ajardinadas*)
- Landscaped Median (*Medianas Ajardinadas*)
- Zone E-4 Parcels (*Zona E-4 Parcelas*)



Moreno Valley Community Services District Extensive Landscaping & Irrigation

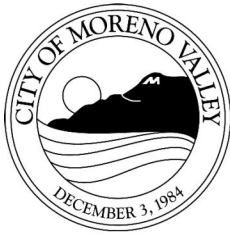
Zone E-4A ♦ Daybreak - Internal Landscape Maintenance



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- Landscaped Open Space
- Zone E-4A Parcels





APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SW</i>
CITY MANAGER	<i>mas</i>

Report to City Council

TO: Mayor and City Council, acting in their Respective 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: May 22, 2012

TITLE: **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)**

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 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.
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.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

Last year the CSD submitted a request for proposal (RFP) for parkway and median landscape services for Zones E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak), which allowed proposers to include costs for more than one level of landscape maintenance services. As a result a reduction in the contract costs for parkway and median landscape maintenance services was realized. Although the fiscal year (FY) 2011/12 contract for Zones E-3 (Moreno Valley Ranch – West) and E-3A (Lasselle Powerline Parkway) has the potential to be extended for three additional one-year terms, the CSD in an effort to obtain a similar cost savings and improve efficiencies in the performance of the contract services at a cost consistent with available funding for each of the self funded CSD Zones opted to advertise a RFP for landscape maintenance services for the parkways and medians associated with Zones E-3 and parkways of E-3A.

Advertisements requesting proposals for extensive maintenance of the public parkways and medians within the CSD Zones E-3 and the parkways in E-3A (Project No. E-3/11-12) were placed in The Press-Enterprise on January 13, 2012 and January 27, 2012. Copies of the complete RFP 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 posted on the City's website.

Representatives from thirteen (13) landscape maintenance companies attended the mandatory pre-submittal meeting on February 2, 2012. At this meeting staff gave an overview of the information being requested in the RFP along with the proposal submittal and selection process.

Proposals were submitted to the office of the City Clerk on February 23, 2012, by six (6) companies. Staff from the Special Districts Division of the Public Works Department conducted an initial review of the proposals that were received by the submission deadline. Of the six companies submitting, the four top scoring companies were invited to interview with a three person panel comprised of staff from the Special Districts Division and the Parks Maintenance Division. The top two ranked companies were invited to submit their best and final offer to perform the performance based landscape maintenance services. Based on their responses, staff recommends awarding the contract to Merchants Landscape Services, Inc. based upon their overall proposal submission, understanding of the performance based services to be provided, level of onsite supervision to be provided, and pricing. (See Attachment 2 – Proposal Recap Sheet).

DISCUSSION

RFP No. E-3/11-12 provides for extensive maintenance of the public parkways and medians within CSD Zones E-3 (Moreno Valley Ranch – West) and the parkways in E-3A (Lasselle Powerline Parkway) service areas, located within the Moreno Valley Ranch Specific Plan development. The existing FY 2011/12 cumulative base contract cost to

provide these contracted services for Zones E-3 and E-3A is \$149,436.00, which includes \$139,500.00 in maintenance costs along with \$9,936.00 in enhanced service costs, to provide for the performance based scheduled maintenance services.

The proposal submission and interviews with staff from Merchants Landscape Services, Inc. demonstrated that this company is able to perform the required services as requested, has ample supervisory staff to oversee the performance of the required services, and will be able to provide those required services at a lower base maintenance cost than the current contract service, which is set to terminate on June 30, 2012. The key provisions of the Agreement include:

1. The furnishing of contract labor and supervision of landscape maintenance and irrigation services, use of specified materials and equipment necessary to maintain over 29 acres of extensive parkway and median landscaping and irrigation located in the E-3 and E-3A service areas.
2. The CSD will furnish the necessary utilities (water, electricity, and irrigation system control communication service), certain ancillary materials, and a field inspector and irrigation technician to verify contractor operations and oversee the irrigation systems.
3. The Agreement has an initial term of twelve months, commencing as of 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 negotiated rate, as submitted by Merchants Landscape Services, Inc. will result in an overall annual contract cost savings of \$9,175.44 in the base maintenance contract costs from the current base maintenance contract costs for Zones E-3 and E-3A. Additionally, the services that will be provided by the new contractor include enhanced levels of shrub and ground cover pruning/trimming and litter/debris removal, which are consistent with the current enhanced level of maintenance presently provided under the current contract.

ALTERNATIVES

1. By approving the Agreement with Merchants Landscape Services, Inc., and authorizing the issuance of the purchase orders at the start of the 2012/13 fiscal year, contingent upon execution of the Agreement, satisfactory submittal of proof of insurances, and submittal and payment of performance bonds the CSD Board will provide for base maintenance services for the landscaped parkways and medians associated with CSD Zone E-3 (Moreno Valley Ranch – West) and parkways of Zone E-3A (Lasselle Powerline Parkway). Merchants Landscape Services, Inc.'s proposal and interviews demonstrated a comprehensive understanding of the services required at a price point that is less than the current maintenance contract. Additionally, the company's municipal references on agency contracts of comparable types in terms of service and supervision

indicate its ability to perform satisfactorily under the scope of this Agreement. *By accepting this proposal, the CSD will ensure continuity of service to the E-3 Parkways & Medians and to the E-3A Parkway landscaped areas.*

2. By not accepting the proposal from Merchants Landscape Services, Inc., and directing staff to publish a second solicitation of proposals maintenance for CSD Zone E-3 (Moreno Valley Ranch – West) and Zone E-3A (Lasselle Powerline Parkway) landscaped parkways and medians 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 annual purchase orders for the initial term of this contract, as set forth below represent the contract costs for Zone E-3 and E-3A landscape maintenance services for FY 2012/13.

Purchase Order Type/Fund/Business Unit	2012/2013 Fiscal Year P.O. Amount
<u>Base Contract</u>	
00182.78250.6261	\$133,101.60
00182.78283.6261	\$ 7,158.96
<u>Additional Work</u>	
00182.78250.6261	\$ 10,250.00
00182.78283.6261	\$ 900.00
Total P.O. Amounts	\$151,410.56

The above amounts have been budgeted for Zone E-3 and Zone E-3A 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 and medians in the Moreno Valley Ranch Specific Plan area. **This action will not impact the City's General Fund.**

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS

By accepting the proposal of 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 facilities are properly cared for.

SUMMARY

The actions before the CSD Board are to approve the attached Agreement for Project E-3/11-12, authorize the Board President to execute the Agreement with Merchants Landscape Services, Inc., and authorize the Purchasing Division Manager, at the start of FY 2012/13, to issue purchase orders to Merchants Landscape Services, Inc. for twelve months of base maintenance services and anticipated Additional Work.

NOTIFICATION

Not applicable.

ATTACHMENTS

Attachment 1. Zones E-3 and E-3A Vicinity Maps

Attachment 2. Proposal Recap Sheet

Attachment 3. Copy of Agreement

Attachment 4. Copy of Addendums 1 and 2

Prepared By
Sharon Sharp
Senior Management Analyst

Concurred By
Candace E. Cassel
Special Districts Division Manager

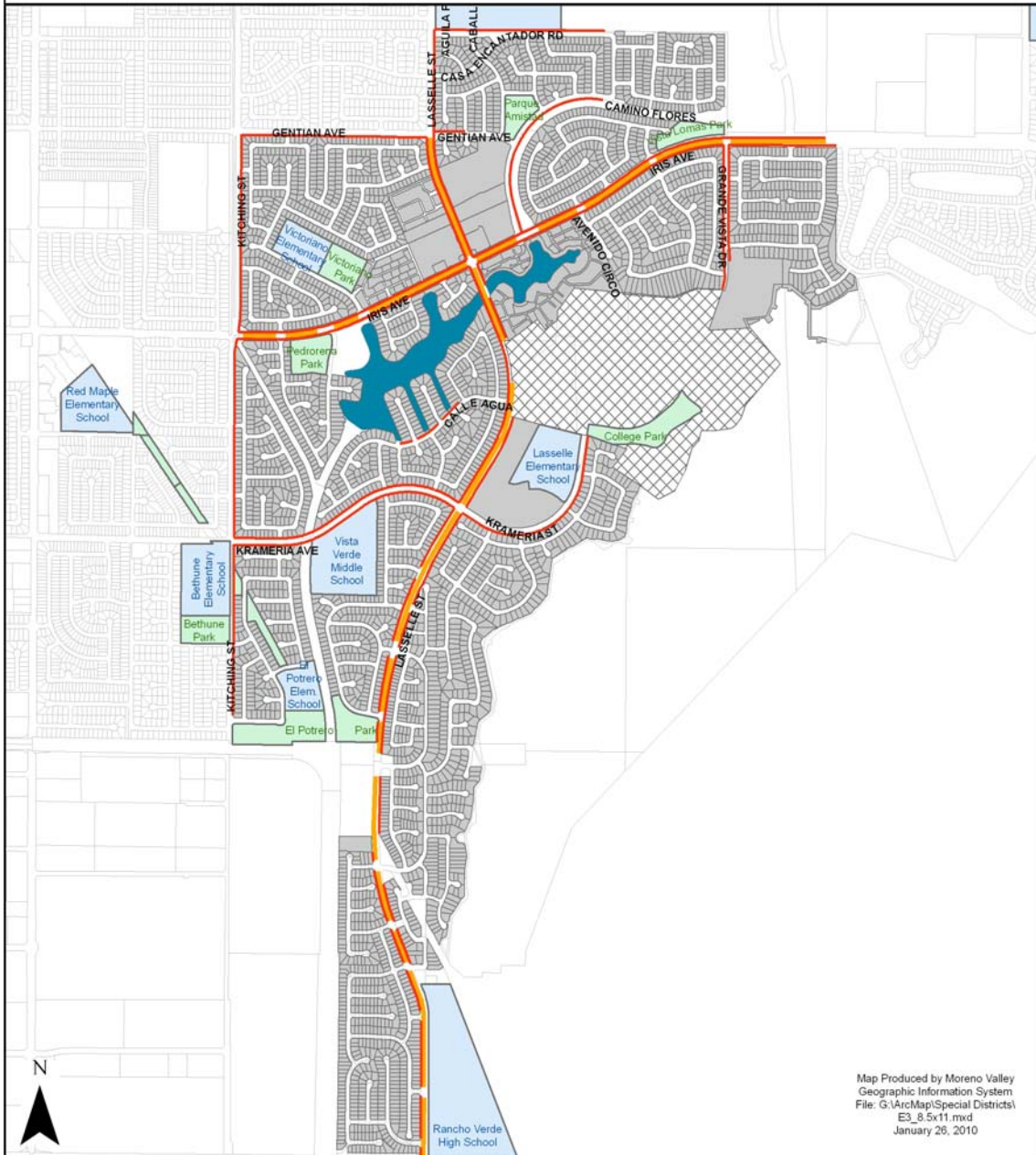
Concurred By
Daniel Monto
Senior Landscape Services Inspector

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-3 • Moreno Valley Ranch - West



Map Produced by Moreno Valley
Geographic Information System
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E3_8.5x11.mxd
January 26, 2010

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- Landscaped Parkway
- Medians
- Not Part of Zone E-3
- Zone E-3 Parcels



Attachment 1



**Moreno Valley Community Services District
Extensive Landscape Maintenance (*Jardineria y mantenimiento general*)**

**Zone (Zona) E-3A • Lasselle Powerline Parkway
(*Areas de líneas de alta tensión por la Lasselle*)**



Map Produced by Moreno Valley
Geographic Information System
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E_ZoneMaps_0311\E3A_8.5x11.mxd
March 29, 2011

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-  Landscaped Parkway (*Areas Ajardinadas*)
-  Zone E-3A Parcels (*Zona E-3A Parcelas*)



**Project No. E-3/11-12
 Zone E-3 Moreno Valley Ranch - West and E-3A Lasselle Powerline Parkway
 Maintenance of Parkway and Median Landscaping & Irrigation**

Evaluation Recap Sheet

***Service Level - Level 3**

Vendor	Irrigation Markup	E-3 Planter	E-3 Turf	E-3A Planter	Total	Preliminary Rating	Panel Interview
Merchants Landscape Services, Inc.	15%	\$47,480.04	\$85,621.56	\$7,158.96	\$140,260.56	Pass	Top 2
Bemus Landscape	15%	\$84,552.00	\$57,000.00	\$6,948.00	\$148,500.00	Pass	Top 2
Executive	15%	\$81,220.32	\$31,525.08	\$15,348.00	\$128,093.40	Pass	Bottom 2
Mariposa	15%	\$50,965.20	\$59,875.32	\$5,965.80	\$116,806.32	Pass	Bottom 2
Andre	15%	\$91,920.00	\$36,696.00	\$7,452.00	\$136,068.00	DNP	
Excel	20%	\$77,826.00	\$74,095.56	\$3,906.00	\$155,827.56	DNP	

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INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. E-3/11-12

PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
 LASSELLE POWERLINE PARKWAY (E-3A)
 MAINTENANCE OF PARKWAY AND 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	Merchants Landscape Services, Inc.
Street Address	8847 W. 9 th Street
Street Address	
City, State, Zip	Rancho Cucamonga, CA 91730
Mailing Address	
(If same as Street Address, write same or same as above)	1510 S. Lyon St.
	Santa Ana, CA 92705
Business Phone (with area code)	(800) 645-4881
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(909) 981-1029
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	
Contractor's License Number & Classification	765658 C27

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 Attachment 3

- B. services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.
- C. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- D. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- E. 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.
- F. 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 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 Community Redevelopment Agency of the City of Moreno Valley (RDA), 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, RDA'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, RDA, 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, RDA, 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/RDA/District 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 Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this 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 Community Redevelopment Agency of the City of Moreno Valley, 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: 1510 S. Lyon St., Santa Ana, CA 92705

 [Mailing Address (Post Office Box, if applicable)]
 (800) 645-4881

 [Telephone number]
 (909) 981-1029

 [Fax number]
 Patrick@merchantslandscape.com

 [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: 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
(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

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.

BOND NO. _____

PREMIUM \$ _____

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

RFP NO. E-3/11-12

PROJECT NO. E-3/11-12

**MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND 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. E-3/11-12**, 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 City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

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

(SIGNATURE PAGE FOLLOWS)

**FAITHFUL PERFORMANCE BOND
PROJECT NO. E-3/11-12**

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.

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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

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. E-3/11-12
PROJECT NO. E-3/11-12
MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND 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. E-3/11-12, 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 CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD 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. E-3/11-12**

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. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND 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 City Council 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 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 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. 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, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. 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 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

- C. 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.
- D. 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.
- E. 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.
- F. 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 | 5. Special Districts Division Manager |
| 2. Director of Public Works | 6. Street Maintenance Supervisor |
| 3. Police Department | 7. Senior Landscape Services Inspector |
| 4. Fire Department | 8. Landscape Services Inspector |

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 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 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 Exhibit A, Section 3, paragraph J of the Contract 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 above list. 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 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 of Moreno Valley (City). 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 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 City 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 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 Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL 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 Provisions - Fertilization, Section 18.
13. Pest control: See Technical Provisions - Pesticide Use, Section 19.
14. Aeration:
 - (a) All turf areas shall be aerated per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director;
 - (b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;
 - (c) 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;
 - (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
 - (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
 - (f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical 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 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 Provisions – Pesticide Use, Section 19.
 13. Failure to adhere to the Technical 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 Provisions - Fertilization, Section 18.
9. Pest control: See Technical Provisions –Pesticide Use, Section 19.
10. Failure to adhere to the Technical 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 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 Provisions - Fertilization, Section 18.
 8. Pest control: See Technical Provisions –Pesticide Use, Section 19.
 9. Failure to adhere to the Technical 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 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 of the Technical Provisions 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 Technical Provisions 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 in 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 of the Technical Provisions 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 Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Per the Technical Provisions Section 17, No. 14, f., a humus base fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled 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.

1. Humus base fertilizers to be applied by drop spreader only.
2. 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).
3. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
4. 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.
5. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized per the frequency of service table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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

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 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 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 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 Section 3 – Functions and Responsibilities and 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 twice a year, 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.

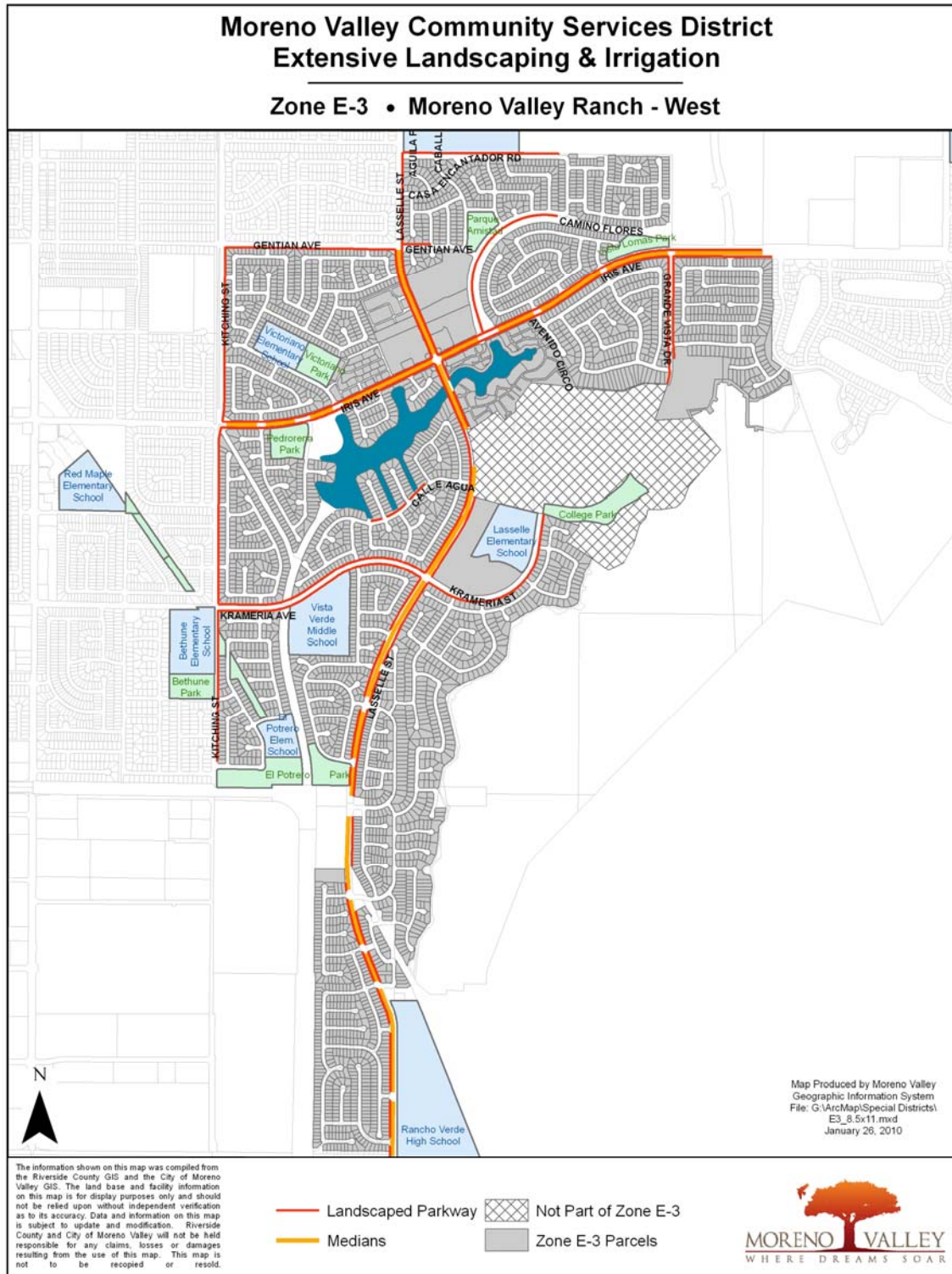
2. Insect and Disease Control

- (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

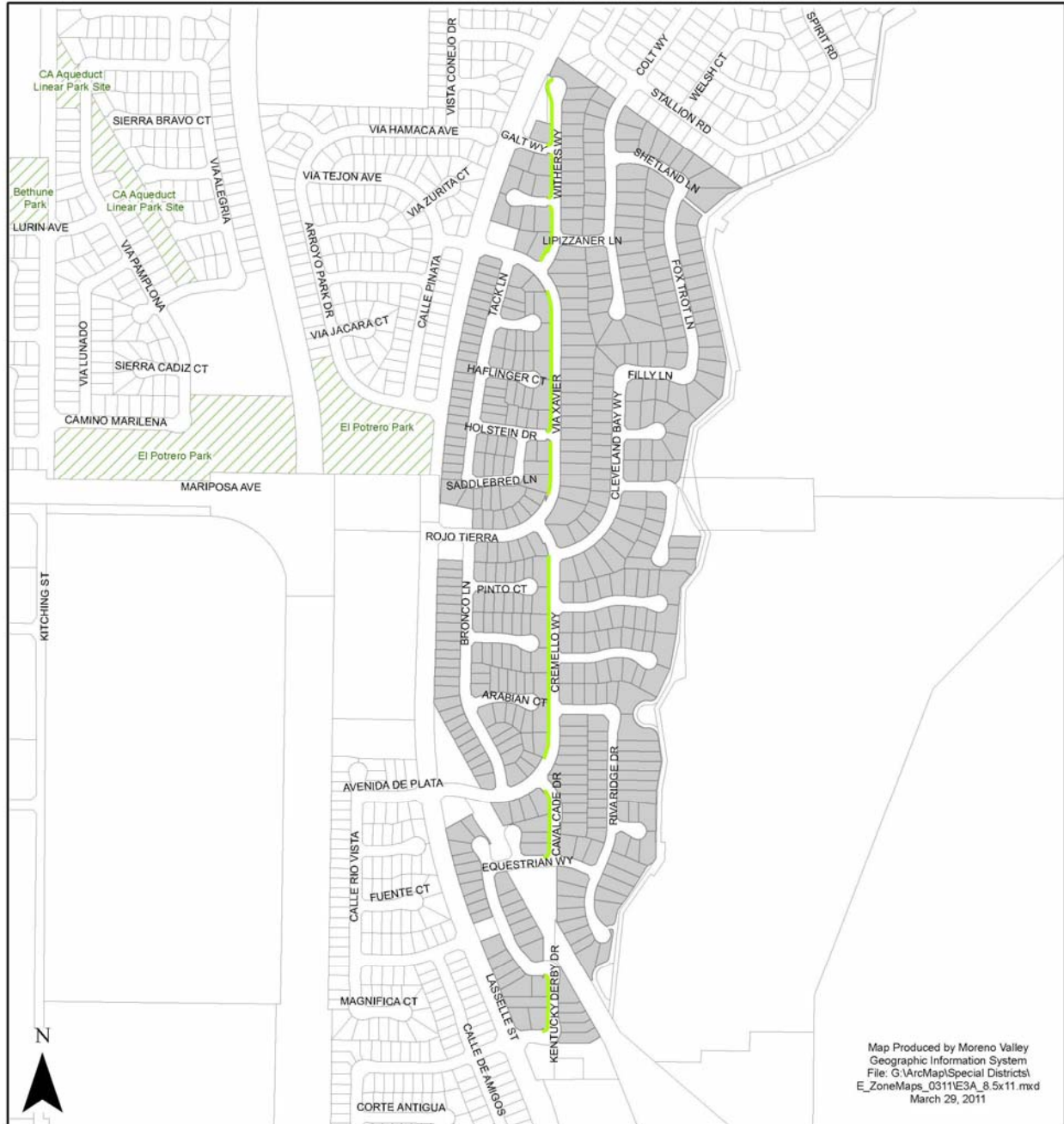
All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical 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



Moreno Valley Community Services District Extensive Landscape Maintenance (*Jardinería y mantenimiento general*)

Zone (Zona) E-3A • Lasselle Powerline Parkway (*Áreas de líneas de alta tensión por la Lasselle*)



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E_ZoneMaps_0311\E3A_8.5x11.mxd
March 29, 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 (*Áreas Ajardinadas*)
- Zone E-3A Parcels (*Zona E-3A Parcelas*)



EXHIBIT B: District Responsibilities

RFP NO. E-3/11-12

PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND 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 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. E-3/11-12

PROJECT NO. E-3/11- 12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND 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 eleven thousand, six hundred eighty-eight dollars and thirty-eight/100 (\$11,688.38) 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 one hundred forty thousand, two hundred sixty dollars and fifty-six/100 (\$140,260.56), 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, Section 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 in 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 the cumulative total of \$11,150.00 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 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 Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special 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. E-3/11-12

PROJECT NO. E-3/11-12

**MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION****1. TERM OF CONTRACT**

- A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate June 30, 2013 (12) 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. E-3/11-12

PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Merchants Landscape Services, Inc.

TYPE

- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS (STREET) 8847 W. 9th St.

(CITY, STATE, ZIP) Rancho Cucamonga, CA. 91730

C. COMPANY ADDRESS (MAILING) 1510 S. Lyon St.

(CITY, STATE, ZIP) Santa Ana, CA. 92705

D. BUSINESS PHONE NUMBER(with area code) (800) 645-4881

E. SATELLITE OFFICE ADDRESS (if applicable):
See attached Branch List

F. SATELLITE OFFICE PHONE NUMBER See attached

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 765658 C27

2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 13 yrs.

3. LICENSE EXPIRATION DATE: 7-31-13

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.: 95-4725606

I. NAME AND TITLE(S) OF COMPANY OFFICERS:

<u>Mark Brower</u>	<u>President</u>
<u>Theodore Haas</u>	<u>Chairman</u>
_____	_____
_____	_____

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 13 yrs.

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 11 yrs.

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: 96

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 97%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: _____
\$15,800,000/year

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: <u>21</u>	AVERAGE WAGE SCALE: \$ <u>30.00/</u> *
TECHNICIANS: <u>26</u>	AVERAGE WAGE SCALE: \$ <u>19.00/Hr.*</u>
FOREMEN: <u>69</u>	AVERAGE WAGE SCALE: \$ <u>15.00/Hr.*</u>
LABORERS: <u>220</u>	AVERAGE WAGE SCALE: \$ <u>12.00/Hr.*</u>

*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: <u>See attached</u>	NUMBER: <u>143</u>
• TYPE: _____	NUMBER: _____

- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____

B POWER EQUIPMENT

- TYPE: SEE ATTACHED NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____

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 project/contract standards?
12. Do/did they have the ability to respond to complaints/requests in a timely fashion?



MERCHANTS LANDSCAPE SERVICES, INC.

References

CITY OF IRVINE

P.O. Box 19575
Irvine, CA. 92623
Contact: Ariel De La Paz
Phone: (949) 724-7619
Project Completion: On going to 2014
Project size in \$: \$3,000,000/year
City Parks & Sports Parks

CITY OF PALM SPRINGS

3200 Tahquitz Canyon Dr.
Palm Springs, CA. 92262
Contact: Vickie Oltean
Phone: (760) 831-8665
Project Completion: On going to 2013
Project Size in \$: \$1,200,000/year
Sports Parks, City Parks, Facilities, and
Medians

CITY OF ORANGE

230 E. Chapman
Orange, CA. 92866
Contact: Dana Robertson
Phone: (714) 744-7283
Project Completion: On going to 2016
Project size in \$: \$750,000/year
All City Parks & Assessments Districts

CITY OF PALOS VERDES ESTATES

340 Palos Verdes Drive West
Palos Verdes Estates, CA. 90274
Contact: Carl Mortiz
Phone: (310) 378-0383
Project Completion: On going to 2012
Project size in \$240,000/year Parklands and
Right of Way Maintenance

CITY OF NEWPORT BEACH

3300 Newport Blvd.
Newport Beach, CA. 92658
Contact: Dan Sereno
Phone: (949) 644-3069
Project Completion: On going to 2012
Project size in \$: \$650,000/year
All City Medians & Parkways

CITY OF MANHATTAN BEACH

3621 Bell Avenue
Manhattan Beach, CA. 90266
Contact: Juan Price
Phone: (310) 802-5310
Project Completion: On going to 2015
Project size in \$: \$500,000/year
All City Medians, Parks & Facilities

CITY OF MORENO VALLEY

14325 Frederick St., Ste: 9
Moreno Valley, CA. 92552
Contact: Dan Monto
Phone: (951) 413-3492
Project Completion: On going to 2013
Project size in \$64,416.00/year
Maintenance of Parkway & Medians

CITY OF YORBA LINDA

4845 Casa Loma Ave.
Yorba Linda, CA. 92886
Contact: Bruce Carleton
Phone: (714) 961-7170
Project Completion: On going to 2012
Project size in \$:420,000.00
City Parks

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.

8847 W. 9th St.
Rancho Cucamonga, CA. 91730

15507 Sunview Circle
Riverside, CA. 92504

- 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 Special 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:**

See below

2. **Motor Vehicles:**

- 1 - F150 with trailer
- 1 - Ranger Irrigation Truck

3. **Turf Maintenance Power Equipment/Tools:**

- 1 - Rider Lazer
- 1 - 36" Walk Behind

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**

(List both powered and hand equipment/tools)

- 2 - Hedge trimmers
- 2 - Blowers
- 2 - String trimmers
- 1 - Lopper
- 1 - Hand tool

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Universal Remote
Wire Tracker
All necessary hand tools

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Earthway rotary spreaders
Scotts Accu Pro 2000
Lesco commercial plus 2 speed power spreader
Lesco walk behind spreader

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

4 gal. Lesco backpack sprayer
Lesco commercial plus 2 speed power sprayer
Lesco commercial plus power sprayers 50 gal. each

- C. **Staff:** - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special 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)

1 - Supervisor - Part Time
1 - Foreman - Full Time
4 - Laborer - Full Time & Part Time

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

N/A

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

1 - Irrigation Tech part time

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

1 - QAL Applicator part time

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 70-73 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 Provisions found in Exhibit A, Section 17, and Section 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, for **Service Schedule Level 3**, page 74. 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 E-3 and E-3A. 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 E-3 and E-3A 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 E-3 and E-3A 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.



merchants
landscape services, inc.

MERCHANTS LANDSCAPE SERVICES, INC.
CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3 FULL SERVICE

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765858

January 2012

JAN.	FEB.	MAR.	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly
Fertilize 22-0-5	Fertilize 22-0-5	Broadleaf	Broadleaf	Aerate	Fertilize 22-5-5	Aerate		Aerate Fertilize 22-5-5	De-thatching Aerate Fertilize 22-5-5		
Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees pre-emergence	Trim shrubs ground cover, Vines & trees snail bait	Trim shrubs ground cover, Vines & trees snail bait	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees snail bait	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees inspection of trees	Trim shrubs ground cover, Vines & trees snail bait	Trim shrubs ground cover, Vines & trees pre-emergence	Trim shrubs ground cover, Vines & trees
Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control
Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation
System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly
Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week



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**MERCHANTS LANDSCAPE SERVICES, INC.
CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3 SERVICE SCHEDULE LEVEL 2**

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765668

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Broadleaf Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Fertilize	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Aerate	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly
	Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Fertilize Weed Control		Trim shrubs ground cover, Vines & trees Weed Control		Trim shrubs ground cover, Vines & trees Weed Control	Inspection of trees Fertilize	Trim shrubs ground cover, Vines & trees		Trim shrubs ground cover, Vines & trees
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week



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MERCHANTS LANDSCAPE SERVICES, INC.

CITY OF MORENO VALLEY

ANNUAL MAINTENANCE SCHEDULE 2012

E-3 SERVICE SCHEDULE LEVEL 3

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765658

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly	Mow & edge turf bi-weekly
Fertilize	Fertilize	Aerate	Aerate		Fertilize						
Trim shrubs ground cover, Vines & trees			Trim shrubs ground cover, Vines & trees			Trim shrubs ground cover, Vines & trees		inspection of trees	Trim shrubs ground cover, Vines & trees		
Weed Control			Fertilize Weed Control			Weed Control			Weed Control		
Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly	Irrigation System check Monthly
Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly	Litter removal Monthly
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week



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**MERCHANTS LANDSCAPE SERVICES, INC.
CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2012
E-3A FULL SERVICE**

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765658

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees pre-emergence	Trim shrubs ground cover, Vines & trees snail bait Fertilize	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees snail bait	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees inspection of trees Fertilize	Trim shrubs ground cover, Vines & trees snail bait	Trim shrubs ground cover, Vines & trees pre-emergence	Trim shrubs ground cover, Vines & trees
Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control
Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation
System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly
Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
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**MERCHANTS LANDSCAPE SERVICES, INC.
CITY OF MORENO VALLEY**

**ANNUAL MAINTENANCE SCHEDULE 2012
E-3A SERVICE SCHEDULE LEVEL 2**

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765658

January 2012

JAN.	FEB.	MAR.	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
Irrigation System check Monthly	Trim shrubs ground cover, Vines & trees Weed Control Irrigation System check Monthly	Trim shrubs ground cover, Vines & trees Fertilize Weed Control Irrigation System check Monthly	Trim shrubs ground cover, Vines & trees Fertilize Weed Control Irrigation System check Monthly	Trim shrubs ground cover, Vines & trees Weed Control Irrigation System check Monthly	Trim shrubs ground cover, Vines & trees Weed Control Irrigation System check Monthly	Trim shrubs ground cover, Vines & trees Weed Control Irrigation System check Monthly	Trim shrubs ground cover, Vines & trees Weed Control Irrigation System check Monthly	Inspection of trees Fertilize Irrigation System check Monthly	Trim shrubs ground cover, Vines & trees Weed Control Irrigation System check Monthly	Trim shrubs ground cover, Vines & trees Weed Control Irrigation System check Monthly	Trim shrubs ground cover, Vines & trees Weed Control Irrigation System check Monthly
Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week	Litter removal everyother week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly Supply district with greenwaste report	Area Supervisor to inspect job site weekly Supply district with greenwaste report	Area Supervisor to inspect job site weekly Supply district with greenwaste report	Area Supervisor to inspect job site weekly Supply district with greenwaste report	Area Supervisor to inspect job site weekly Supply district with greenwaste report	Area Supervisor to inspect job site weekly Supply district with greenwaste report	Area Supervisor to inspect job site weekly Supply district with greenwaste report	Area Supervisor to inspect job site weekly Supply district with greenwaste report	Area Supervisor to inspect job site weekly Supply district with greenwaste report	Area Supervisor to inspect job site weekly Supply district with greenwaste report	Area Supervisor to inspect job site weekly Supply district with greenwaste report	Area Supervisor to inspect job site weekly Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week

City of Moreno Valley
Landscaping Maintenance Crew **E-3 E-3A Level 3** **Jan-12**

3 man detail crew 3 man detail crew 4 man mow crew 4 man mow crew

<i>Monday</i>	<i>Tuesdays</i>	<i>Wednesdays</i>	<i>Thursday</i>	<i>Fridays</i>	<i>Legend</i>
E-3 Detail Crew	E-3 Detail Crew	E-3 Mow and Edge	E-3 Mow and Edge		1st Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew		2nd Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Mow and Edge	E-3 Mow and Edge		3rd Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew		4th Week

Date: Moreno Valley site inspection form

- 1 Moreno Valley Ranch West E-3
- 2
- 3 Lasselle Powerline Parkway E-3A
- 4
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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
23-5-10	180 bags - 50 lbs.	\$3,600.00

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
Snap shot - pre-emergent	150 lbs.	\$300.00
Fusilade - Herbicide	3 pints	\$210.00
Fumitoxin - Gopher control	15 flask	\$390.00
M-pede-insecticide	36 gal.	\$120.00

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.

Merchants has a 24 hour/7 days a week dispatch manned by Merchants employees. Also, all Area Managers have Sprint phones/radios with Blackberry capability for field e-mail access. All crew foreman also have Sprint phones/radios. All of the above allows Merchants to have a 24 hours, 7 days a week rapid communication capabilities.

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.

Merchants possesses all it's own traffice control devices, including arrow boards, delinators signage etc. It is very versed and experienced in caltrans requirements. It practices traffic control daily in Cities through out Southern California.

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 Waste Industries, Inc.
9820 Cherry Ave.
Fontana, CA. 92335
Contact: Vicent - (800) 998-8774

Burrect Waste Industries, Inc.
1850 Aqua Mansa Rd.
Riverside, CA. 92509
Contact: Judy Davis - (951) 786-0639

Aqua Mansa Waste Site
1830 Aqua Mansa Rd.
Riverside, CA. 92509
(951) 786-0544

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 Mark Brower

TITLE President

COMPANY NAME Merchants Landscape Services, Inc.

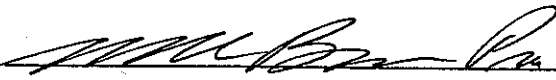
DATE February 17, 2012

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 Merchants Landscape Services 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 Merchants Landscape Services 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 Mark Brower
TITLE President
COMPANY NAME Merchants Landscape Services, Inc.
DATE February 17, 2012



MERCHANTS LANDSCAPE SERVICES

BRANCH LIST

Pomona Branch

*8847 W. 9th Street
Rancho Cucamonga CA, 91730
Regional Manager – Patrick Healy*

*Phone: 800-645-4881
Fax: 909-981-1029
Cell: 310-864-9900*

Los Angeles Branch

*11220 ½ Peoria St.
Sun Valley, CA 91352
Regional Manager – Patrick Healy*

*Phone: 800-645-4881
Fax: 818-504-2578
Cell: 310-864-9900*

Orange County

*1639 E. Edinger Ave. Building # C
Santa Ana, CA 92705
O.C. Regional Manager – Martin Herrera*

*Phone: 800-645-4881
Fax: 714-972-3185
Cell: 714-720-1330*

Irvine Branch

*1510 S. Lyon St.
Santa Ana, CA. 92705
O.C. Regional Manager – Martin Herrera*

*Phone: 800-645-4881
Fax: 714-972-3185
Cell: 714-720-1330*

Palm Springs Branch

*1130 Valdivia, Suite #A
Palm Springs, CA 92262
Branch Manager – Mike Kartchner*

*Phone: 800-645-4881
Fax: 760-864-9528
Cell: 760-802-4519*



EQUIPMENT INVENTORY

Revised 10-18-11

Description	Serial #
22" Double Sided	8040608
22" Double Sided	9111852
4.0HP Honda	C11118
4.0HP Honda	C11471
Aerator - John Deere 1500 A20857	M01500X025435
Aerator - Lesco / push behind	72260835
Aerator Classen 42" 3 pt hitch	720263984
Aerator Drum 70"	20637
Aerator Gearmore w/tank	614002 / A20977
Aerator Hasqaverna walk behind	53058177
Aerator Honda 25.5 - Blu H742	83970569
Aerator Landpride PTO CA2560	574628
Aerator Model 968982105 Husquarna	8400476
Aerator Tow - Lesco	72260739
Aerator Tow behind	645
Aerator Walk behind	74238666
Aireator - Orange	53058177
Arborist's Saw 35cc	167677832
Arborist's Saw 35cc	169484303
Auger Honda Engine	A20849
Auger post hole digger w/2" - Echo A20447	E02103003542
Auger Honda / Ground hog-Mod. C71-5	1741792
Backpack Blower	271288400
Backpack blower	272069304
Backpack blower	272069313
Backpack blower	272069325
Backpack blower	T14211001105
Backpack blower	272069301

Description	Serial #
Backpack blower 36"-Walk behind Model TH	824945
Backpack blower Echo 44cc carb II	P08111002945
Backpack blower Echo-PB-413	P0811003315
Backpack blower Husquvama - 145BF	3003305
Backpack blower Husquvama - 145BF	965102305
Backpack blower STIHL-BR-550	271665390
Backpack blower STIHL-BR-550	271665392
Backpack blower STIHL-BR-550	271665400
Backpack blower STIHL-EB8520	8100766
Backpack blower STIHL-EB8520	8100911
Backpack blower STIHL-EB8520	9051522
Backpack blower STIHL-EB8520	9071730
Backpack blower STIHL-EB8520	9071742
Backpack blower STIHL-EB854	T14211001168
Backpack blower STIHL-EB854	T14211001170
Bagging System - Exmark LHPUV4650	718814
Battery Charger (for 6 & 12 volts) Model #7200	
Bit- 5 gallon	
Bit- 5 gallon	
Blower	4000-736
Blower	4001270-04
Blower	P02311002461
Blower	4001276-04
Blower	P02311002514
Blower	P02311025542
Blower	P02311025546
Blower	P02311025631
Blower	P08211002836



Description	Serial #
Blower	30002315
Blower	P02311025233
Blower	P02311025283
Blower	P02311025284
Blower	P02311025301
Blower	P02311025321
Blower	P02311025331
Blower	P02311025342
Blower	P02311025536
Blower	P02311026296
Blower	P33011002057
Blower - Echo	#09005538
Blower - Echo	D08111003544
Blower - Echo	O90005598
Blower - Echo	P02011001417
Blower - Echo	P08011015596
Blower - Echo	P08111002393
Blower - Echo	P08111002736
Blower - Echo	P08111002768
Blower - Echo	P08111002852
Blower - Echo	P08111003367
Blower - Echo	P08211002735
Blower - Echo	P08211003677
Blower - Echo	7611021673
Blower - Echo (blue)	2004117
Blower - Echo PB500HT	P02311006658
Blower - Echo PB500HT	P02311008859
Blower - Echo PB500HT	P02311023203

Description	Serial #
Blower - Echo PB500HT	P02311023292
Blower - Echo PB500HT	P02311023295
Blower - Echo PB500HT	P33011001514
Blower - Husqvama (green/black)	3004020
Blower - Husqvama (white)	3003318
Blower - Husqvama	3000793
Blower - Husqvama	3003317
Blower - Husqvama	3003850
Blower - Husqvama	3003867
Blower - Husqvama (black)	2005701
Blower - Husqvama (black)	3002024
Blower - Husqvama (black)	3002032 - 551139
Blower - Husqvama (orange)	3003215
Blower - Husqvama	60084
Blower - Husqvama	2001840
Blower - Husqvama	2003287
Blower - Husqvama	2011846.00
Blower - Husqvama	3000791
Blower - Husqvama	5000437
Blower - Husqvama	13000710
Blower - Kawasaki (yellow)	56002021
Blower - PB500HT	P02311003668
Blower - PB500HT	P02311003698
Blower - PB500HT	P02311003707
Blower - PB500HT	P02311003795
Blower - PB500HT	P02311020201
Blower - Shindawa	4107423
Blower (Back Pack) I Echo 50CC Model PB50	S69311005757



Description	Serial #
Blower (Backpack)	904091
Blower (Backpack)	904093
Blower (Backpack)	904095
Blower (Backpack)	904097
Blower (Backpack)	285717301
Blower (Backpack)	T14211001051
Blower (black & white)	1002106
Blower (Mist) Model MD155DX-Maruyama	267622333
Blower (Mist) Model SR420Z-STILI	267622355
Blower back pak	9535115-76
Blower Backpack	904107
Blower Backpack	80704100
Blower Echo	P08211003528
Blower Echo	P08211003546
Blower Echo	P08111001519
Blower Echo 4600	21171
Blower Echo 4600	9003418
Blower Echo 4600	42023570602
Blower Echo 4600	570411001510
Blower Echo Model PB413-H	2002773
Blower Echo Model PB413-H	2004160
Blower Husquvarna	2003214
Blower Husquvarna	3000795
Blower Husquvarna	3003206
Blower Husquvarna	5000061
Blower Husquvarna	5000435
Blower Husquvarna	7003839
Blower Husquvarna	10004766

Description	Serial #
Blower Echo Model PB413-H	9002264
Blower Echo Model PB415T	P08111001232
Blower Husquarna 145BF	2003219/2003223
Blower Husquvarna	1569
Blower Husquvarna	20001849
Blower Husquvarna	30002728
Blower Husquvarna	50000441
Blower Husquvarna	70924381
Blower Low Noise - Echo PB460LN	P08211002855
Blower Low Noise - Echo PB460LN	P08211003319
Blower Low Noise - Echo PB460LN	P08211003392
Blower Low Noise - Echo PB460LN	P08211003444
Blower Low Noise - Echo PB460LN	P08211003529
Blower Low Noise - Echo PB460LN	P08211003538
Blower Low Noise - Echo PB460LN	P08211003541
Blower Low Noise - Echo PB460LN	P08211003715
Blower Low Noise - Echo PB460LN	P08211006691
Blower Low Noise - Echo PB460LN	P08211006767
Blower Red Max Model EB2500	216836
Blower Red Max Model EB2500	71003044
Blower Red Max Model EB2500	E1325000
Blower Redmax	80206383
Blower Redmax Model EBZ5000	50403101
Blower Redmax Model EBZ5000	56300609
Blower Solo backpack	
Blower Stihl	271665391
Blower Stihl	No serial#
Blower, Frame, Thrott	4001266



Description	Serial #
Blower, Frame, Throttl	620001275
Blower, Frame, Throttl	620001276
Blower, Frame, Throttl	620001279
Blower, Frame, Throttl	4000726
Blower, Frame, Throttl	4000728
Blower, Frame, Throttl	4000736
Blower, Frame, Throttl	4000739
Blower, Frame, Throttlb	4001279
Blower/Hip Throttle - Echo PB413HC	P08011020164
Blower/Hip Throttle - Echo PB413HC	P08011020184
Blower/Hip Throttle - Echo PB413HC	P08011020191
Blower/Hip Throttle - Echo PB413HC	P08011020193
Blower/Hip Throttle - Echo PB413HC	P08011020197
Blower-low noise	1002836
Blower-Redmax	EBZ9100-CA
Blower-Shindawa	90717
Bluebird 22" Flail Power rake	072330206
Bottle jack 10 tons	
Bulldog 500 Gallon Water trailer	
Cart Cushman	99000804
Chain Saw - Homelite	ATL1942287
Chain Saw - Husqvarna	SM080300474
Chain saw - STIHL (Big)	30030006821
Chain saw (small) - Echo	2037266
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar top handle	C07811002340
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar top handle	C07711009382
Chain Saw 14"	285232710
Chain Saw 14"	285232715

Description	Serial #
Chain Saw 14"	C07611009915
Chain Saw 16" - Echo	C07611003642
Chain Saw 16" - Echo	C07611007001
Chain Saw Echo	341
Chain Saw Echo	2027080
Chain Saw Echo	2054689
Chain Saw Echo - 16"	C14709004338
Chain Saw Echo - 16"	CS378-16
Chain Saw Echo Model CS341	2027183
Chain Saw Husqvarna 36cc	74439484
Chain Saw Stihl	269159862
Chainsaw - Echo	C08011005485
Chainsaw - Echo small	2029100
Chainsaw - Stihl	3005000409
Chainsaw - Stihl	11226610503
Chainsaw - Stihl	30050007409
Chainsaw - Stihl	ms250
Chainsaw 14" Echo-C-S 341	C07611003730
chainsaw 18"	279612776
Chainsaw 18" 3/8 62DL	C08111239931
chainsaw 18" - STI MS250-18	278327202
chainsaw 18" MS250-18	279612761
Chainsaw 20" Echo-C-S 520	5019852
Chainsaw 20" Echo-C-S 520	5033518
Completing Kit - Exmark LHPUV	109-1014
Completion Kit - Exmark 109-1169	
Cushman w/hi/low hydraulics & PTO kit	
Dethatcher - 22" Flail 5.5hp Hon	81762524



Description	Serial #
Dethatcher - 22" Flail 5.5hp Hon	85075089
Dethatcher PTO Vrismo (purchased from Eberhard)	
Dethatcher walk behind - BlueBird	54262662
Dethatcher walk behind - BlueBird	72330206
Drive kit 60" - Exmark 109-1167	109-1167
Drive kit 60" - Exmark 109-1167	
Edge Trimmer - Model 300-1C	B795989
Edge Trimmer - Model 308-H	B66969
Edge trimmer long	569311004793
Edger - Echo	ACN006662862
Edger - Power trim	5685110011570
Edger - Power trim	B84597
Edger - Power trim	568511001565
Edger - Power trim	568511001644
Edger 3.5 hp	C11444
Edger 3.5 hp - POW200-4	C07182
Edger 3.5 hp - POW200-4	C07223
Edger 3.5 hp - POW200-4	C07414
Edger 3.5hp	C06522
Edger 3.5hp	C11443
Edger 3.5HP - POW 200-4	C05761 / 080213YA85180
Edger 3.5HP - POW 200-4	C05802 / 080213YA85196
Edger 3.5HP - POW 200-4	C06093
Edger C05761	080213YA25180
Edger C05802	080213YA85196
Edger Echo	568511001524
Edger Echo pe200	68211001143
Edger Pole - Echo	568511001483

Description	Serial #
Edger Power Trim	B57935
Edger Power Trim	B78716
Edger Power Trim	B78717
Edger Power Trim	B83926
Edger Power Trim	B87644
Edger Power Trim	B87852
Edger Power Trim	BA7906
Edger Power Trim 208	66777
Edger Power Trim 308	72710
Edger Power Trim 308	9001229
Edger Power Trim - PE265C	568511001508
Edger Power Trim 308	6caatl119102
Edger Power Trim Model 208-H	B79589
Edger Stick	9111088
Edger Stick	9111115
Edger Stick	9111978
Edger Stick	1001340
Edger Stick	6002219
Edger Stick - Echo	9092498
Edger Stick - Echo	60001916
Edger Stick - Echo	E29111002326
Edger Stick STIHL-FC-100	267090447
Edger Stick STIHL-FC-100	269791095
Edger Stick STIHL-FC-100	367090578
Edger Stick Echo-LE242	9111087
Edger Stick Echo-PE-261	6002515
Edger Trimmer - Model 308-H	B43973
Gator turf - John Deere	19342



Description	Serial #
Gator turf - John Deere	19356
Gator turf - John Deere	W004X2X090777
Gator-John Deere	W04X2XD014093
Gator-John Deere	W04X2XD0142236
Gator-John Deere	W04X2XD014241
Gator-John Deere	W0TURFD002862
Gator-John Deere	W0TURFD003334
Gator-John Deere	W0TURFD0035691
Gator-John Deere	W0TURF019344
Gator-John Deere	W0TURFD003335
Gator-John Deere (Used)	W0TURD002841
Grinder Belly	
Grinder Dewal 41/2"	
Hedge Shear Echo	564811010220
Hedge Shear Echo	6006058
Hedge Shear Echo	6006770
Hedge Shear Echo	6006798
Hedge Shear Echo	6008575
Hedge Shear Echo	6008816
Hedge Shear Echo	6009894
Hedge Shear Echo	6009981
Hedge Shear Echo	6010099
Hedge Shear Echo	S69311005741
Hedge Shear Echo Extension	6004692
Hedge Shear Echo Extension	6008217
Hedge Shear Echo Extension	6014049
Hedge Shear Echo Extension	69311003529
Hedge Shear Echo Extension	569311004400

Description	Serial #
Hedge Shear Echo Extension	569311001274
Hedge Shear TMC	533404
Hedge Shear TMC	552890
Hedge Shear TMC	553495
Hedge Shears - ECHO HC233	6004549
Hedge trimmer	588853
Hedge trimmer	588854
Hedge trimmer	588867
Hedge trimmer	588901
Hedge Trimmer	1004793
Hedge Trimmer	1005229
Hedge Trimmer	1005236
Hedge Trimmer	1005485
Hedge trimmer	1005488
Hedge trimmer	1005490
Hedge Trimmer	11003249
Hedge Trimmer	S64811011231
Hedge trimmer	S69311008840
Hedge Trimmer	11001362
Hedge trimmer	588853
Hedge trimmer	5009908
Hedge Trimmer - 22.6cc	590924
Hedge Trimmer - Echo	5001832
Hedge Trimmer - Echo	6004017
Hedge Trimmer - Echo	S64811012945
Hedge Trimmer - Echo	S69311008777
Hedge Trimmer - Echo	6006213
Hedge Trimmer - Echo	18080090



Description	Serial #
Hedge Trimmer - Echo	002923
Hedge Trimmer - Echo	5001087
Hedge Trimmer - Echo	S64811010440
Hedge Trimmer - Echo	S6481110509
Hedge Trimmer - Echo (black)	6002168
Hedge Trimmer - Echo (orange)	6001352
Hedge Trimmer - Echo (white)	6008220
Hedge Trimmer - Echo (yellow)	6006220
Hedge Trimmer - Echo Articulated Shaft	T43011001293
Hedge Trimmer - Echo Articulated Shaft	T43011001304
Hedge Trimmer - Echo Articulated Shaft	T43011001345
Hedge Trimmer - Echo Articulated Shaft	T43011001351
Hedge Trimmer - Echo Articulated Shaft	T43011001358
Hedge Trimmer - Echo Articulated Shaft	T43011001379
Hedge Trimmer - Echo stick	6006785
Hedge Trimmer - Extension	5009936
Hedge Trimmer - Extension	569311005497
Hedge trimmer - HC235	S64811010752
Hedge trimmer - HC235	S64811010803
Hedge trimmer - HCA265	S64811010603
Hedge trimmer - HCA265	S64811010791
Hedge trimmer - HCA265	S64811013249
Hedge trimmer - HCA265	S69311005493
Hedge trimmer - HCA265	S69311005498
Hedge trimmer - HCA265	S69311008876
Hedge trimmer - HCA265	S69311009043
Hedge Trimmer - Large	274102356
Hedge Trimmer - Long Sthl	272879981

Description	Serial #
Hedge Trimmer - Long Sthl	274102350
Hedge Trimmer - Redmax	41206912
Hedge Trimmer - Redmax	41207528
Hedge Trimmer - Shindawa	5280
Hedge Trimmer (black & white)	06008-7
Hedge Trimmer 22.6cc - PHT355OZ	595293
Hedge Trimmer 22.6cc - PHT355OZ	595314
Hedge Trimmer 30"	T08511002735
Hedge Trimmer 30" FWRAP	584337
Hedge Trimmer 30" FWRAP	584340
Hedge Trimmer Echo	T43011001952
Hedge Trimmer Echo	6003820
Hedge Trimmer Echo	6006771
Hedge Trimmer Echo	6008602
Hedge Trimmer Echo 30"	S64811011602
Hedge Trimmer Echo 30"	T08511001886
Hedge Trimmer Echo 30"	T08511001894
Hedge Trimmer Echo 30"	T08511003279
Hedge trimmer Echo Model HCA 261	6008321
Hedge Trimmer Extension - Echo	569111001057
Hedge Trimmer Extension - Echo	E291110022075
Hedge Trimmer Extension - Echo	E29111002258
Hedge Trimmer Extension - Echo	E29111002284
Hedge Trimmer Extension - Echo	S691110011019
Hedge Trimmer Extension - Echo	S85411001015
Hedge trimmer Redmax Model HT2-2400	41207698
Hedge Trimmer Stick - Kawasaki	39970
Hedge Trimmer1 Echo 25.4CC Articulated Sh	80301400



Description	Serial #
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	3693110024
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	569211003769
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	569311005041
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	569311005757
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	699311006612
Honda 4.1HP	C11597
Honda 4.1HP	C11599
Honda Engine HRC216K2HXA	1048355
Interseeder walk behind Ryan	92517128
John Deere 1200A Bunker and Field Rake	T01200A165419
Kaw W/Tarhead	286340
Kawasaki fe120 Pump 4.0	
Keyboard Terminal - Motorola	added 11/16/09
Laser - Skindaiwa	697975
Laser 48" - Exmark	473852
Laser 52" - Exmark	480140
Laser 52" - Exmark	no serial #
Laser 50" 23HP Kaw - Exmark LHP23KA505	726393
Laser 56" Exmark - Model# LHP23KA565	617327
Laser 60" - Exmark 30HP w/ dump system	641456/624012
Laser 60" 29HP Kaw - Exmark LX529LKA605	745059
Lazer 72	654124
Lazer 72	634022
Lazer 72" Exmark Ultravac	UV6672
Lazer 942230 ZT226 26hp kohler EFI 61" deck	94223000222
Lazer Exmark 52" - 27hp	872875
Lazer Exmark 52" - 27hp	LZZ27KC526
Lazer Exmark 52" Rider	290108

Description	Serial #
Laser 52" - Scag	PH680VB98531
Laser 56" - Exmark	657938
Laser 56" - Exmark	676013
Laser 72" - Exmark	69797
Laser 72" - Exmark	613906
Laser 72" - Exmark	N358061
Laser 72" mower	411300951
Laser XS 72" - Exmark	677887
Laser XS 72" - Exmark	697977
Lazer 23hp 56" LHP Kaw	699690
Lazer 29HP KAW 60" - Exmark LX529LKA60	745070
Lazer 36" Exmark - Model# M15KA362	651011
Lazer Exmark 72" - 29hp	852748
Lazer Exmark 72" - 34hp	LZZ94KA726
Lazer Mower Bagging System	981286
Lazer mower ultravac	925180
Lazer-Z 29HP 72" - Exmark LX529LKA725	728159
Lazer-Z 72" 34 hp Kawasaki	883156
Lazer-Z 72" 29 hp	613921
Lazer-Z 72" 29 hp	728129
Lazer-Z 72" Exmark	954373
Lazer-Z 72" Exmark	954374
Lazer-Z 72" Exmark	954375
Lazer-Z 72" Exmark	954386
Lazer 72" exmark lazer-z w/ 29HP	954371
Lazer 72" exmark lazer-z w/ 29HP	954372
Lazer 72" exmark lazer-z w/ 29HP	954380
Lazer 72" exmark lazer-z w/ 29HP	954381



Description	Serial #
72" exmark lazer-z w/29HP	954382
72" much kit	
Lazor 52"	222842
Levy Broadcaster new	4800669
Lily spreader	23202000/9560692
Lily spreader tow behind	
Metro 36" W/Pist Grip	708499
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799797
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799798
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799799
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799800
Mower - Bobcat 218 Estate18HP Briggs 52" deck	94221101093
Mower - Bobcat 218 Estate18HP Briggs 52" deck	94221101370
Mower - Exmark "Lazer HP 50"	292002
Mower - Exmark "Lazer HP 50"	604495
Mower - Exmark "metro 21"	445996
Mower - Exmark "Navigator	35204014
Mower - Exmark 21" with new engine	446008
Mower - Exmark 36"	392595
Mower - Exmark 36" Model M15KA362	655254
Mower - Honda	569039
Mower - Honda "Flail, reel	GC02-7030978
Mower - John Deere 3235C	C3235C020879-Tag49M0029
Mower - Maka-Honda 21"	102157
Mower - Maka-Honda 21"	1014168
Mower - tru cut P-20 reel	828805
Mower (Walk behind) Ex-Mark Model M3615KA	485930
Mower (Walk behind) Ex-Mark Model M3615KA	485955

Description	Serial #
Mower 12" Comm.S/P Hyd	MAKA1053206
Mower (Walk behind) Ex-Mark Model IT361	497003
Mower 21"	647115
Mower 21" - Exmark	FJ180VF04437
Mower 21" - Ex-mark	267622291
Mower 21" - Honda	1052109
Mower 21" - Honda	MZAN620580
Mower 21" - John Deere	6xjs25c170834
Mower 21" - Metro	559923
Mower 21" - Toro	#260003887
Mower 21" Exmark 6PH kaw	745677
Mower 21" Honda	MZAN - 6203925
Mower 21" Kawasaki	6206583/FJ180VF76265
Mower 21" Metro SP-Exmark	662972
Mower 21" Push - Exmark-N6KA21B	647095
Mower 21" Push - Exmark-NFKA21	662969
Mower 26" - Metro	738046
Mower 36" - Exmark	485956
Mower 36" - Exmark	646087
Mower 36" Exmark	376648
Mower 36" Walk behinds - Exmark	229293
Mower 36" Walk behinds - Exmark	266229
Mower 36" Walk behinds - Exmark	297908
Mower 36" Walk behinds - Exmark	370429
Mower 36" Walk behinds - Exmark	561791
Mower 48" Rider - Exmark Model LHP4823	269543
Mower 50" ride on - Exmark	FH680vb71282
Mower 56" ride on - Exmark	617329



Description	Serial #
Mower 60" ride on - Exmark	570013
Mower 60" Vericut PTO	VT08179-60
Mower 72" - Exmark Lazer mower"	53-191067
Mower 72" - Exmark Lazer mower"	N45794B
Mower Back behind 36" Metro 17HP KAW-M17KA362CA	824994
Mower Bobcat 218 52" Rider	94221101368
Mower BobCat 60" mulching	94223000215
Mower Bobcat Rider 52"	94001101366
Mower Bobcat Rider 60"	94000400146
Mower Bobcat Rider 60"	94222400144
Mower Ex-Mark - Rider Model LHP4820KC	567432
Mower Exmark 36" Walk behind	245407
Mower Exmark 36" Walk behind	262382
Mower Exmark 36" Walk behind	411449
Mower Exmark 36" Walk behind	658966
Mower Exmark 52" Lazer Rider	632988
Mower Exmark 52" Lazer Rider	676012
Mower Honda 21" HRC 216	1020425
Mower Honda 21" HRC 216	1026378
Mower Honda 21" HRC 216	1029172
Mower Honda 21" HRC 216	1052132
Mower Honda 21" HRC 216	1052469
Mower Honda 21" HRC 216	1053974
Mower Honda 21" HRC 216	1093834
Mower Honda 21" HRC 216	6139675
Mower Honda 21" HRC 216	6165055
Mower Honda 21" HRC 216	6175763
Mower Honda 21" HRC 216	6193150

Description	Serial #
Mower Honda 21" HRC 216	6193869
Mower Honda 21" HRC 216	6198154
Mower Honda 21" HRC 216	10083780
Mower Honda 21" HRC 216	HRC2163HXA
mower -jacobsen LF-4677-7 gang reel - Kubot	Model-ser67916-00001702
mower -jacobsen Tri King 1900D 84" triplex -	D6623C0280
mower Jacobson 5-gang reel - LF3400	67868-1831
mower Jacobson 5-gang reel - LF3800	67867-2098
Mower Jacobson Tri-king - #00003801	67943
Mower John Deere 220 walk behind	Tag#49S0094 / M0220B2010302
Mower John Deere 2653A	C2653D140077 / Tag#49M00033
Mower John Deere 3235C	Tag#49M0389 / TC3235C030423
Mower Kawasaki 21" 6.5hp	443300
Mower Kawasaki 21" 6.5hp	443301
Mower Kawasaki 21" 6.5hp	523206
Mower Kawasaki 21" 6.5hp	670627
Mower Model MMDEL TT3615	266144
Mower Ride Along 48" LHP 483 KA	514648
Mower Ride Along 52" LHP 483 KA	516897
mower transferred from Santa Ana 21" - Home	MAKA1020157
mower walk behind 21" snapper - 7800372	2012866971
Mower Walk behind 21"-Model HRC216KSX	MZAU-6162377
Mower Walk Behind 36" Model MMDEL TT3	497062
mower walk behind reel-Tru cut reel mower	823330
Mower Walk behind-Model HRC216KSXA	MZAU-6141423
Mower Walk behind-Model HRC216KSXA	MZAU-6190475
Mower-2010 Real Master 5510	310000101
Oversceder - Model #OS1848 A19985	461801



Description	Serial #
Pole pounder	
Power Wash DE-walt	67DX39G11
Power Washer - Steam X	1280002750
Pressure Washer - Husky	6548190
Pressure Washer Dual 2007	1100049564
Pressure Washer M-T-M Model SP2703-OMHB	10220432
Pump - Home lite	10540726
Rake Used John Deere 1200H Hydro 3wd w/ plow	
Rake Used Smithco Super Star Hydro	
Reciprocator Red Max Model 6Z25N	6006294
Remote controllers rain master \$1,100.00/each	
Rotor Tiller	FRC800
Rotor tiller - Honda 5 HP	1009422
Rototiller	T15266
Rototiller Barreto - 13H8	GCAKI-1026721
SCAG "Tiger Cub"	7690232
Shred Vac - Echo	6003971
Sod cutter 18"/Blue Bird - Honda	83669572
Sod cutter ryan	54494506735
Soil reliever	
Spray Can	476-1704
Spray Can	476-2003
Spray Can	476-2104
Sprayer - Hicks Model GX120	None
Sprayer - Lesco Commercial plus	1661201
Sprayer - Lesco Model 1520-17-18-RT	7045940C085Z20006
Sprayer - Solar Model 3-5	None
Sprayer Hicks farms supply (5330c-x)	00200-10004

Description	Serial #
Sprayer Lesco kawasaky	1607962
Sprayer Schaben	45690z
Sprayer Solo back pack	
Sprayer Toro Boom	90454
Spreader #80 SS Commercial	45256
Spreader & Sprayer Lesco "Ride on	1008900
Spreader commercial	091186A250X100233
Spreader commercial	091186E050x100097
Spreader commercial	091186E050X100140
Spreader commercial	091186H208X100358
Spreader Larger fert. (red)	
Spreader Manual Walk Behind - Lesco	
Spreader Manual Walk Behind - Priselawn CRB	
Spreader Manual Walk Behind - SPYKER 288-SUR	
Spreader Small fert. (red)	
Stump Grinder	1J9MA1218A1167152
sump pump	
Thatch attacher "old yellow deth	94100507
Tool to make hydraulic hoses	
Top dresser turf tiger	A20702
Top Dresser Turfco Walkbehind	85417/692121
Toro vacuum	07073-0008
Tractor - John Deere	4/ Front loader W00520X014043
Tractor - John Deere 5210	LV52105123603
Tractor - John Deere A20816	LV52105123602
Tractor kubota - A0782	LB702
Tractor Kubota - L3131DT	50783
Trailer - John Deere	TC022BX010203



Description	Serial #
Trencher - Lesco	IVRX05IE351001456
Trim Diesel Triplx 3WD	TC25530110625
Trimmer - Lesco	569311001162
Trimmer 25.4cc String - SRM2655C	S65911003952
Trimmer 25.4cc String - SRM2655C	S65911003968
Trimmer 25.4cc String-SRM2655C	S65911003949
Trimmer 25.4cc String-SRM2655C	S65911003965
Trimmer 25.4cc String-SRM2655C	S65911006174
Trimmer 25.4cc String-SRM2655C	S65911006230
Trimmer 25.4cc String-SRM2655C	S65911006275
Trimmer 25.4cc String-SRM280SC	S66611006304
Trimmer 25.4cc String-SRM280SC	S66611006398
Trimmer 26cc CA APRV	1001718
Trimmer 26cc CA APRV	11001736
Trimmer 27cc hd S. TFC	446060
Trimmer 34.4cc String-KPW3600VL	36100685
Trimmer 34.4cc String-KPW3600VL	36100686
Trimmer Articulating	9122580
Trimmer Articulating	9122819
Trimmer commercial string	T42211001112
Trimmer commercial string	T42211001144
Trimmer commercial string	T42211001169
Trimmer Commercial string -SRM-266sc	T42211001006
Trimmer Commercial string -SRM-266sc	T42211001012
Trimmer Commercial string -SRM-266sc	T42211001024
Trimmer Commercial string -SRM-266sc	T42211001034
Trimmer Commercial string -SRM-266sc	T42211001047
Trimmer Commercial string -SRM-266sc	T42211001054

Description	Serial #
Trimmer Echo	2001481
Trimmer Echo	6002118
Trimmer Echo	6013084
Trimmer Echo	6015047
Trimmer Echo	6015191
Trimmer Echo	6015267
Trimmer Echo	6016424
Trimmer Echo	6022453
Trimmer Echo	6047779
Trimmer Echo	56631279
Trimmer Echo	64811005685
Trimmer Echo	565911004181
Trimmer Echo String - SRM280SC	S66611005150
Trimmer Hedge - Echo HC235	S64811010395
Trimmer Hedge - Echo HC235	S64811010408
Trimmer Hedge - Echo HC235	S64811010577
Trimmer Hedge - Echo HC235	S64811010650
Trimmer Hedge - Echo HCA265	S69311001258
Trimmer Hedge - Echo HCA265	S69311003610
Trimmer Hedge - Echo HCA265	S69311004779
Trimmer Hedge - Echo HCA265	S69311004935
Trimmer Hedge - Echo HCA265	S69311004942
Trimmer Hedge - Echo HCA265	S69311005058
Trimmer Hedge - Echo HCA265	S69311005091
Trimmer Hedge - Echo HCA265	S69311005115
Trimmer Hedge - Echo HCA265	S69311005122
Trimmer Hedge - Echo HCA265	S69311005177
Trimmer Hedge - Echo HCA265	S69311005232



Description	Serial #
Trimmer Hedge - Echo HCA265	569311005254
Trimmer Hedge - Echo HCA265	569311005282
Trimmer Hedge - Echo HCA265	569311005492
Trimmer Hedge - Echo HCA265	569311008883
Trimmer Hedge - Echo HCA265	569311008903
Trimmer Hedge - Echo HCA265C	569311004990
Trimmer Hedge - Echo HCA265C	569311005233
Trimmer Line - Model 62087 Shindaiwa	6103803
Trimmer Line - Echo Model SRM 216T	06066537
Trimmer Line - Model 62117 Shindaiwa	8024481
Trimmer Line - Model 62119 Shindaiwa	7110427
Trimmer Line - Model T261 Shindaiwa	6093807
Trimmer Line - Model T261 Shindaiwa	7110428
Trimmer Line 1 Echo 25.4cc	C0801003674
Trimmer Line 1 Echo 25.4cc Model SRM2651	P02011001595
Trimmer Line 1 Echo 25.4cc Model SRM2651	866011005118
Trimmer Pole - Echo	5008537
Trimmer Pole - Echo	56911001130
Trimmer Pole - Echo	564811005347
Trimmer Pole - Echo	569111001127
Trimmer Shindawa	4011573
Trimmer Shindawa	5030469
Trimmer Shindawa	6045452
Trimmer Shindawa	6052647
Trimmer Shindawa	6052648
Trimmer Shindawa	6114245
Trimmer Shindawa	6114257
Trimmer Shindawa	7110475

Description	Serial #
Trimmer String	9100603
Trimmer String	9116170
Trimmer String	9116173
Trimmer String 25.1cc - Echo SRM265SC	565911003451
Trimmer String 25.1cc - Echo SRM265SC	565911003458
Trimmer String 25.1cc - Echo SRM265SC	565911003513
Trimmer String 25.1cc - Echo SRM265SC	565911003518
Trimmer String 25.1cc - Echo SRM265SC	565911006270
Trimmer String 25.1cc - Echo SRM265SC	565911006297
Trimmer String 25.1cc - Echo SRM265SC (bro	565911003461
Trimmer String 25.4 cc - Echo SRM265SC	565911003158
Trimmer String 25.4 cc - Echo SRM265SC	565911003784
Trimmer String 33.3 - KPW3420ZL	80528 / 320565
Trimmer Shindawa	7110712
Trimmer Shindawa	8031139
Trimmer Shindawa	8031287
Trimmer Shindawa	8031288
Trimmer Shindawa	9022989
Trimmer Shindawa	9022990
Trimmer Shindawa	7110711
Trimmer Solid Shaft	1001395
Trimmer Solid Shaft	1001411
Trimmer Solid Shaft - Echo	no serial #
Trimmer String 33.3 - KPW3420ZL	80541 / 320564
Trimmer String Echo-SRM261S	6015183
Trimmer String Echo-SRM261S	6015214
Trimmer String Echo-SRM261S	6016156
Trimmer String Echo-SRM261S	6016637



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Description	Serial #
Trimmer String Echo-SRM261S	6016786
Trimmer String Echo-T282X/C	9022981
Trimmer String Echo-T282X/C	9022982
Trimmer Tension - Echo	6006392
Trimmer Tension - Echo	6006808
Turf Gator - Gas Ult Cart	1916
Turf Gator - Gas Ult Cart	W00TURF018472
Ultravac 60" - Exmark UV60	737517
Ultravac 60" - Exmark UV60	774221
Ultravac 66" / 72" - Exmark UV6672	659068
Vacuum - Model BG845P	091698061
Vacuum Billy Goat	1290841
Vacuum Billy Goat	62606261
Verticore - John Deere 1500	
Verticore #1700 (sold to Eberhard for STM 1500)	a1395
Verticore Jacobsen Walk behind	825592361
Verticutter -Graden Swing Wing	
VIBE Plate, Honda GX160 with water tank	U-5380
Vacuum Honda	80805436
Water Pump - Honda	1100403
Water Pump - Honda	1102531
Water Tank Small	
Weed eater	25 / New #496060 (repaired)
Weed eater - Echo	1001534
Weed eater - Echo	6009591
Weed Eater - Echo	6016614
Weed eater - Echo	6016775
Weed eater - Echo	269413797

Description	Serial #
Weed Eater - Echo SRM 261S	6009976
Weed Eater - Shindaiwa	T268
Weed eater - Shindowa	5058847
Weed eater (black & white)	6028448
Weed eater 33.3cc Kaw w/ taphead	286578
Weed eater 33.3cc Kaw w/ taphead	286579
Weed eater 33.3cc Kaw w/ taphead	286581
Weed Wacker - Echo	566311001657
Weed Wacker - Echo	566711005600
Weed Wacker - Echo	566911005573
Weed Wacker - Echo	5667111001405
Weed Wacker - Echo	no serial #
Weedeater - Echo	6008312
Weedeater - Echo (blue & gray)	No number
Weedeater - Echo (blue)	6009454
Weedeater - Echo (Blue)	6028575
Weedeater - Echo (Orange)	6008348
Weedeater - Shindowa (Red)	5058848
Weedeater - Shindowa (Red)	5058850
Weed eater - Echo	269413804
Weed Eater - Echo	E29111001978
Weed Eater - Echo	E29111002085
Weed Eater - Echo	E29111002091
Weed Eater - Echo	E29111002271
Weed Eater - Echo	E29211020671
Weed Eater - Echo	O6014135
Weed eater - Echo	3515 (old)/S6931100509 (new #)
Weed eater - Echo	566311001287



Description	Serial #
Weed Eater - Echo	566311001668
Weed eater - Echo	566311001718
Weed Eater - Echo	566611003118
Weed Eater - Echo	566711005455
Weed Eater - Echo	566711005762
Weed Eater - Echo	566711005782
Weed eater - Echo	6015382
Weed eater - Echo (black)	6011323
Weed eater - Echo (green)	6014956
Weed eater - Echo (yellow)	6009427
Weed Eater - Echo SRM 2615	6006275
Weed Eater - Echo SRM 2615	6009440
Weed Eater - Echo SRM 2615	6009446
Weight Kit - Exmark 103-5633	103-5633
Weight Kit - Exmark 103-5633	
Weight Kit - Exmark 103-5633	
Weight Kit Front - Exmark	103-5629
Wheel 3.5 B&S 8"	2039
Wheel 3.5 B&S 8"	2035
Wheel Barrel - Jackson (blue)	
Wheel Barrow - True Temper	
Wire locator - 521P	
Wire Locator 521	



Vehicle List

Veh #	Licence #	Year	Make/Model	Vin #
100	5NUL837	2005	Expedition	1FMFU17585LB07417
102	6U04567	2001	Inter Tree Trim	1HTSCAAM41H382577
103	7D22716	2003	Chevy Silverado	2GCEC19V931328785
104	8L29915	2007	Silverado 3500 Chassis	1GBJC39U67E173932
105	7L74667	2004	Ford F-150	1FTRX12W44NB43407
106	6X99608	2002	Ford F-150	1FTRX17MX2NB52818
107	7D22717	2003	Chevrolet pickup	2GCE19V131327033
108	6B40408	1999	Ford/Van	1FTRE1427XH857966
109	7S38912	1997	Ford F-150	1FTUX1728VKB36723
110	5R29572	1997	Ford F-150 KC pickup	1FTDX1763WNA12281
111	6C03023	1999	Ford F-150 KC pickup	1FTZX172XXKB83518
112	6E91433	1995	Izusu NPR	JALC4B1K5S7000324
113	6G58011	2000	Ford F-150 pickup	1FTZX1721YKB19949
115	6V31775	2002	Ford F-150 pickup	1FTRX17W42NA69265
116	7B16229	2003	Chevy S-10	1GCCS14XX38115778
117	7W83338	2005	Ford F-350	1FDWF36515EC89280
118	7X56108	2005	Ford F-350	1FDSF345X5EB18027
119	8D61369	1995	Chevy 1 ton truck	1GBJC34K2SE160450
120	8C42496	1995	Chevy 3/4ton	1GCGC29K0SE250057
122	6JIE640	2009	Lincoln Navigator	5LMFU27509EJ01141
123	7G10650	2003	Chevy Silverado 1500	2GCEC19VX41124479
124	8C42721	2000	Dodge T4C	3B7KC23Z7YG111013
125	8R87479	2005	Ford Ranger pickup	1FTYR14U15PA62484
126	7V29675	2005	Ford F-350 Stake Bed	1FDSF34515EB18028
127	6K37227	2001	Ford F-150 XLT	1FTRX17L81NA10272
128	7E27786	2003	Chevy Silverado Extra C	2GCEC19V231325856
129	6G42812	2000	Ford F-150	1FTZX1728YKB15395
130	6J05871	2000	Ford F-150	1FTZF1725YNC19831
132	6B33559	1999	Ford Ranger pickup	1FTYR14V6XPB36672
133	7B13735	2003	Chevy Silverado	1GCEC14V93E148518
134	7B13736	2003	Chevy Silverado	1GCEC14V43Z131019
135	8z49512	2005	Ford F-150	1FTR12215NB52812
136	8G97528	2005	Ford F-350 Stake Bed	1FDWF36565EA09093
137	7D80048	2003	Ford Comm Cutaway Van	1GBJG31U531141331
139	6Z65654	2003	Ford Ranger pickup	1FTYR10U63PA06057
140	7V57320	2005	F-150	1FTPW12535KD33445
141	8C77592	2006	F-150	1FTRF12W56NB07294
142	7G10649	2003	Chevy Silverado 1500	2GCEC19V841120298
Veh #	Licence #	Year	Make/Model	Vin #
143	8V44900	2003	Chevy Pick Up	5421

145	7B16230	2003	Chevy S-10	1GCCS14XX38161840
146	7P94549	2004	Ford Ranger pickup	1FTYR10U84PB61601
147	7W64915	1997	Chevy 1 ton truck	1GBJC34RIVF004699
148	8Z49580	2000	Ford Ranger pickup	1FTYR14V2YPB19854
149	5X27055	1999	Ford pk	1FTYR10C3XUA03339
150	6N20581	2001	Ford F-150 pickup	1FTZX17261KF41897
151	7H04122	2001	Ford F-150 pickup	1FTRX17W11NA31006
152	6G42813	2000	Ford F-150 pickup	1FTZX1728YKB15428
153	7W34816	2005	Ford F-350	1FDWF36Y55EB82596
155	5F12144	1996	Dodge Dakota	1B7F126X5TS520074
157	7M68778	2004	Ford F150	2FTRX17WX4CA30253
158	7V83928	2005	Ford F-350	1FDWF36Y15EB99475
163	7J46556	1999	GMC Topkick/Chipper	1GDJ7H1D7XJ851924
164	8G97527	2000	Ford F-150 KC pickup	1FTRX17W3YKA35988
166	6R34719	2001	Ford F-150 pickup	1FTRF17W01NB56193
167	8H06127	2008	Ford F250	1FTSX20578EA62845
169	8H06123	2007	Ford F-150	1FTRX12W07KC62609
170	8H06124	2008	Ford F250	1FTSX20548EA37420
171	8M00027	2007	Chevy Silverado Dump	1GBJC39K97E580433
172	8K76942	2006	GMC Sierra - Dump truck	1GDJC39U26E235445
173	8K89824	2008	Ford Ranger pickup	1FTYR14U28PA24167
174	8K89815	2008	Ford F-150 Supercrew	1FTRW12W88FA49226
175	8P13371	2007	GMC Sierra 3500 Chassis	1GDJC39K17E597007
176	8K48974	1999	Ford F800 (Water truck)	3FENF8010XMA08142
177	7E24179	2003	Chevy Silverado	2GCEC19V231324285
178	6J69144	2000	Ford F-150 XLT pu	1FTRX17L2YKA65487
179	8L60482	2002	Ford F-150	1FTRX17W52NB04671
180	61715A1	2000	Ford F-150 LB pu	1FTZF1723YKA86939
181	6L85322	2001	Dodge 1500 pickup	1B7HC16X21S218371
182	6P91997	2001	Dodge 1500 pickup	1B7HC16X91S261203
183	5Y02412	1999	Ford F-150 pickup	1FTZF1724XKA29146
184	6F30676	2000	Ford F-150 pickup	1FTZF1720YKB04037
185	8S59389	2001	Dodge 1500 pickup	1B7HC16XX1S42527
186	6B45138	1999	Ford Ranger pickup	1FTYR10V0XPB69401
187	5ZGF772	2008	Expedition	1FMFU19548LA02102
188	7B16231	2003	Chevy S-10	1GCCS14X538158568
189	8D20422	1999	Chevrolet 3500	1GBHC34R9XF032025
190	7W50752	2005	Ford F-350	1FDWF36565EB43540
191	7W34817	2005	Ford F-350	1FDWF36555EB15096
192	8W12873	2005	Ford F-350	1FDWF36555EB65444
193	7W50751	2005	Ford F-350	1FDWF36545EB68968
194	7W43810	2002	Ford F-350	1FDSW34F12EA82877
Veh #	licence #	Year	Make/Model	Vin #
195	7W56849	2005	Ford F-350	1FDWF36535EC89278
196	6M12313	2000	GMC 3500 1-ton pick up	1GDHC33J9YF421896
197	7M71324	2003	Chevy Silverado 1500	2GCEC19V831328843

198	7B15152	2003	Chevy Silverado	1GCEC14V83Z192941
199	6R39199	2001	Dodge 1500 pickup	1B7HC16X71S249955
200	8D50109	2006	Ford F-150	1FTVX12566NA53572
201	8D50108	2006	Ford F-150	1FTVX12536NA53688
202	8C80429	2006	Ford F-150 Super Cab	1FTVX12586NA64007
204	8R87523	2006	Ford Ranger	1FTYR10U76PA64070
205	8C80427	2006	Ford F-150 Reg Cab	1FTRF12W16NB33603
206	8P11010	2006	Chevy S3500 w/10' dump	1GBJC39U26E176714
207	8D76098	2006	Ford Ranger	1FTYR10U16PA83973
208	8E32375	2006	Ford Ranger	1FTYR10U16PA65828
209	8D11397	2006	Ford F-150 Super Cab	1FTVX12586NA67568
210	8D11398	2006	Ford F-150 Super Cab	1FTVX12566NA69738
211	8D11395	2006	Ford Ranger	1FTYR10U36PA64048
212	8D11399	2006	Ford F-150 XLT	1FTPW12596KD72039
213	8k89886	2008	Ford F-150 Supercrew	1FTRW12W28FA31238
214	8D11641	2006	Ford F-350 Chassis	1FDWW36P36EB42946
215	8D48234	2006	Chevy Silverado 3500	1GBHC34U96E197632
216	7S99151	2006	Ford F-150 XL	1FTVX125X6NB17726
217	8V44901	2006	Chevy Colorado Classis	1GBDS146968258211
218	8H06119	2007	Ford F-150	1FTRX12W77FA88496
219	8H06126	2008	Ford F-250	1FTSX20598EA56495
220	8H06122	2007	Ford F-150	1FTRX12WX7FA88458
221	8L38955	2007	Ford Ranger	1FTYR14D47PA95353
222	8L25904	2007	Ford Ranger XL2W	1FTYR14U77PA93029
223	8H06166	2007	Ford F-150	1FTPW12547FB59848
224	8F29332	2007	Chevy Pick up	1GCEC19X17Z166164
225	8M89937	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W88FB29932
226	7R13278	2005	Ford F150	1FTRF12205NB94436
227	8W97675	2010	Ford Ranger	1FTKR1AD5APA18041
228	8Y81888	2006	Ford F-350 Diesel	1FDWF36P36EB62520
229	8Z63681	2010	Ford Ranger	1FTKR1ED7APA38480
230	8P81301	2008	Ford F-150	1FTRX12W18FC11369
231	8P81302	2008	Ford F-150	1FTRX12W68FB60600
232	8P81304	2008	Ford F-350 Stakebed	1FDWF36548EE58132
233	8P81305	2008	Ford F-350 Stakebed	1FDWX36R48EB78209
235	8P81303	2008	Ford Ranger	1FTYR10U28PA93253
236	8P81298	2008	Ford Ranger	1FTYR10U78PA22033
237	8P81300	2008	Ford F-150	1FTRX12W58FB55243
238	8T87781	2008	Ford F350 Classis	1FDWF36558EA03046
239	8U48440	2008	Ford Ranger	1FTYR10D48PB15687
Veh #	licence #	Year	Make/Model	Vin #
240	8U22271	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W78FB60539
241	8T87778	2008	Ford Ranger	1FTYR10DX8PB17220
242	8U52679	2008	Ford F-150	1FTRX12W38FB76222
243	8W12872	2008	Ford F-250	1FDSX20548EA56478
244	8P74270	2009	Ford F150 Super crew	1FTRW12899KB95421

245	8P74271	2009	Ford Ranger	1FTYR10D99PA22178
246	8V66223	2009	Ford Ranger	1FTYR10D99PA32144
247	8V69658	2009	Ford Ranger	1FTYR10D19PA41260
248	8V84305	2009	Ford F350 Chassis	1FDWW36Y59EA42911
249	4X12407	1994	Chevrolet pickup	1GCEC14K4RE127543
250	8Z63682	2010	Ford F-150	1FTEX1CW0AFB55573
251	8Z63680	2010	Ford Ranger	1FTKRIE3DAPA38475
252	8Y89431	2010	Ford F-250	1FDSX2A58AEA28882
253	80272B1	2011	Ford Ranger	1FTKR1AD58PA31521
254	6SEJ852	1991	Schwarze Sweeper-Isu	JALB4B1H7M7003051
255	New	2011	Ford F-150 XL	1FTEX1CMXBFB04176
Gem Car	Lic #	Year	Make/Model	Vin #
C500	7E24479	2002	Chrysler GEM	5ASAK27462F031512
C501		1975	Taylor Dunn	136012
C502		2003	Carry All 6 Club Car	262720
C503		2003	Yamaha	JU2-003902
C504	7E24484	2002	Chrysler	5ASAK27402F031103
C505			Taylor Dunn	Serial # 13610Mo.B2-48
C506			Taylor Dunn	No. not legible
C507			Chrysler GEM	5ASAK27462F031512
C508			John Deere	Serial # W00turf003575
C509			Chrysler GEM	5ASAK27482F021337
C510			EZ-GO	Serial # J0234-188068
Trailers	Lic #	Year	Make/Model	Vin #
T400	SE499113	2001	chipper	IVRU111A711000827
T401	SE529849	2003	chipper	1VRU111A541004217
T402	4LP6087	2000	Big TE Utility	16VVX0813Y1A21081
T403	1KC6115		Big Tex Utility	16VAX0E1541A16263
T404	4JK5130	2004	Big Tex Utility	16VVX101941A21257
T405	1JK4535	2000	Big Tx Utility	16VVX0818Y1A23796
T406	4GY3629	1999	Big Tx Utility	16VVX0811X1A15309
T407	1JC3389	2000	Big TE Utility	4K8VX0817Y1A48404
T408	1JG6545	2000	Big TE Utility	16VVX1014Y1A23794
T409	4JK4679	2005	Big Tex Utility	16VNX162451E84182
T410	4JK4680	2006	Carso	4HXDC16206C109783
T411	4GU4932	2006	Big Tex Utility	16VUX162661E99747
T412	4HE8313	2006	Big Tex Utility 16'	16VNX162361E22273
T413	1KF2776	2001	Big Tx Utility	16VVX101311A36977
Trailers	Lic #	Year	Make/Model	Vin #
T414	4KM3760	2000	Aztec Utility	4ZBUE0121YF000111
T415	4JK5131	2004	Big Tex Utility 12'	16VVX101841A16731
T416	4HE8310	2006	Big Tex Utility 12'	16VAX121252A68007
T417	4LG8320	2011	Big Tex Utility	16VAX1210B2A74688
T419	4KM3761	2007	Big Tex Utility 12'	16VAX121X72A66380
T420	1JP2204	2000	Big Tex Utility	16VVX1019Y1A26416

T421	1JT2835	2000	Big Tex Utility	16VVX0813Y1A30220
T422	1KM7084	2001	Big Tex Utility	16VVX101X11A43327
T423	4JH6661	2207	Big Tex Utility	16VAX101171A66521
T424	1JZ5373	2000	Big Tex Utility	16VVX0816Y1A30986
T425	4DJ7406	2003	Big Tex Utility	16VVX101431A60756
T426	4ES1233	2003	Big Tex Utility	16VVX081331A78731
T427	4CH6366	2000	Big Tex Utility	16VVX1416YLA31048
T428	4EP1977	2003	Big Tex Utility	16VVX081221A55214
T429	4KE7385	2006	Carson/DT-102 7x1	4HXDT10256C109397
T430	4KR8518	2009	Utility DV mfts DV10ET-20split	1D9EU20289S591930
T431	1JG3423	2000	Big Tx Utility	16VVX0818Y1A23794
T433	1KF2738	2001	Big Tx Utility	16VVX121611A36968
T435	4FV8383	2003	Big Tx Utility	16VAX101241A14634
T436	4KF4420	2003	Big Tx Utility	4K8AX101531A12493
T437	4AK6903	2002	Big Tx Utility	16VUX162121E51941
T438	4KF4422	2004	Big Tx Utility	16VNX142741E45331
T440	4KM3781	2005	Big Tx Utility	16VNX162052E51416
T441	4HE9157	2006	Big Tex Utility 16'	16VNX162961E22276
T443	4HE2465	2006	Big Tex Utility	16VNX162851E84749
T445	4KL2459	2005	Big Tex Utility 12'	16VAX121552A70107
T446	4JC5734	2007	Big Tex Utility	16VVX121271A52349
T447	4JH6760	2007	Big Tx Utility	16VVX121X71A71988
T449	New	2007	Big Tx Utility	16VVX121371A59360
T450	1KC6115	2000	Big Tx Utility	16VVX0818Y1A30987
T451	1KC6116	2001	Big Tx Utility	16VVX101611A33510
T454	4GB7250	2005	Wells Trailer	1WF200B1957012760
T455	4KK1243	2008	Big Tex Trailer	16VAX121571A66518
T456	4KK1244	2008	Big Tex Trailer	16VAX121X81A06008
T457	4KK1245	2008	Big Tex Trailer	16VEX202X82H12649
T458	4KK1323	2008	Big Tex Trailer	16VAX101481A06010
T459	4KM3529	2008	Big Tex Utility	16VCX162582H98476
T460	4KK3427	2008	Big Tex Trailer	16VEX202882H2651
T461	4KK7351	2009	Big Tex Utility	16VCX182891E33827
T462	4JH6668	2007	Big Tx Utility	16VVX162471E59376
T463	4KK3984	2009	Big Tx Utility	16VVX081X91A29423
T464	4KR6684	2009	Utility DV mfts split ramp	1D9EU20209S591923
Trailers	lic #	Year	Make/Model	Vin #
T465	088052U	2007	Honda Bull Dog/water Trailer	DHWT5008207
T466	4LB5419	2010	Big Tex Utility	16VAX1016A2A45004
T467	4LB9408	2010	Big Tx Utility	16VVX0811A2A57741
T468	4LF4391	2010	Big Tex Utility	1D9UU1011AS591060
T469	4LG9516	2011	Big Tex Utility	16VCX1623A2E65246
T470	New	2011	Big Tex Utility	1D9EU2025BS591177
T471	4HE3486	2007	Carson trailer	4HXSU16247C116791
T472	4LN6735	2011	Big Tex Utility	16VAX1215B2A87677
	7D35838	2002	Golf Cart	5ASAK27412F020997

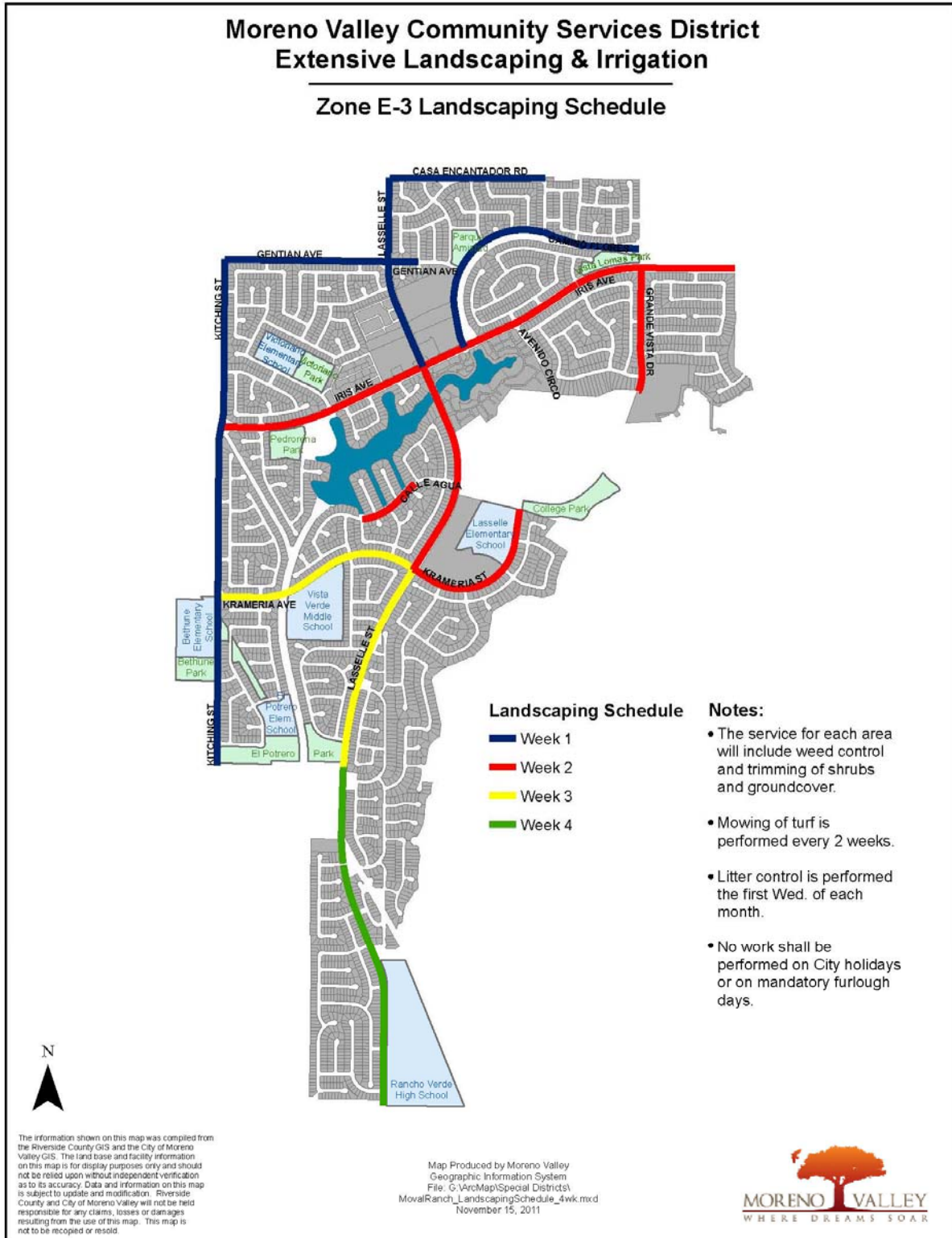
	558040	1997	Arrow board trailer	1W91S1014V1249094
		1987	Utility Trailer for Gator	TC022BX010203
	Irvine	1987	Utility Gator	19342
	Irvine	1987	Utility Gator	19344
	Irvine	1987	Utility Gator	19356
	8Z49345	2002	Chrysler GEM	5ASAK27499F030371

V: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule	Service Schedule	Service Schedule
	Level 1 (5 Week)	Level 2 (9 Week)	Level 3 (13 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.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)

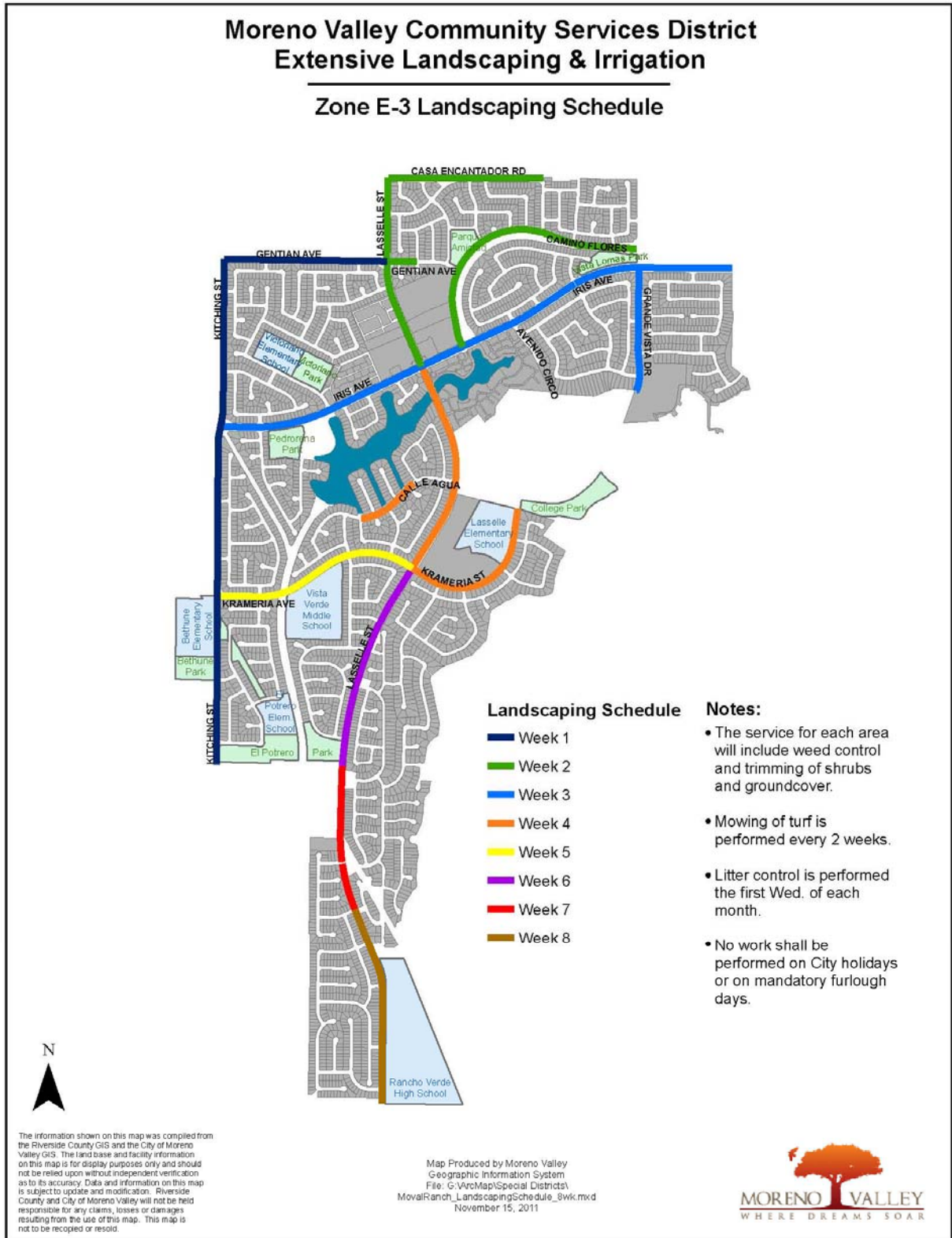
VI: SAMPLE SERVICE SCHEDULES

A. E-3 – 4 WEEK ROTATION (Service Schedule Level 1)

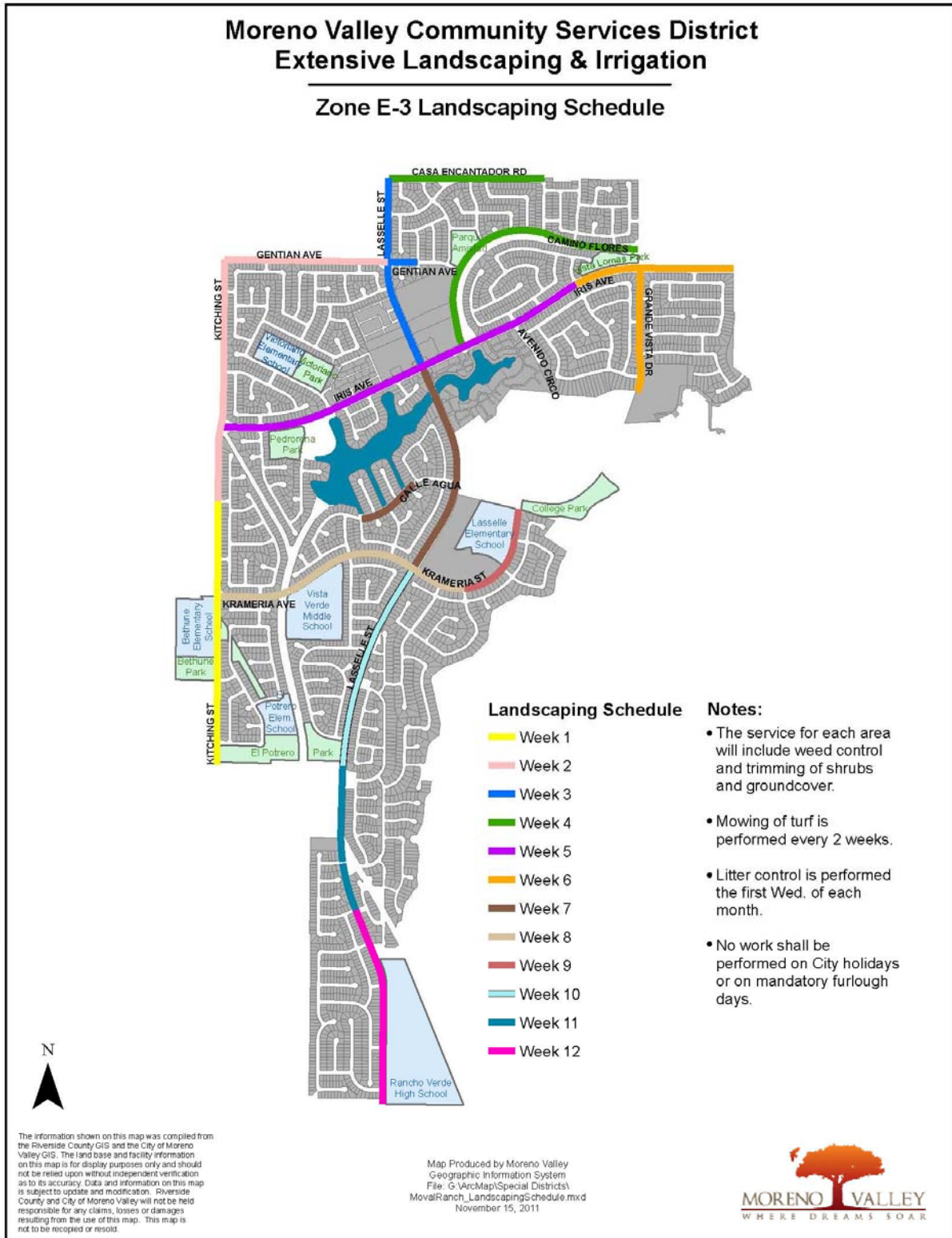


The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this 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.

B. E-3 - 8 WEEK ROTATION (Service Schedule Level 2)



C. E-3 - 12 WEEK ROTATION (Service Schedule Level 3)



D. E-3A

The area shall be maintained at the frequency of every 4 weeks (service schedule level 1), 8 weeks (service schedule level 2), or 12 weeks (service schedule level 3).

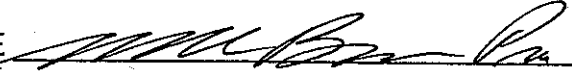


XI. PROPOSAL AFFIRMATION

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 Merchants Landscape Services 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 Merchants Landscape Services 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 Mark Brower _____
TITLE President _____
COMPANY NAME Merchants Landscape Services, Inc. _____
DATE February 17, 2012 _____

I. SCHEDULE II

BID SCHEDULE

PROPOSER: Merchants Landscape Services, Inc.

(Company Name)

A. SERVICE SCHEDULE Level 3 – Current Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: 617,667 sq. ft. 875,371 sq. ft.	\$.00452	\$ 3,956.67	\$ 47,480.04
	Turf: 588,060 sq. ft. 339,768 sq. ft.	\$.021	\$ 7,135.13	\$ 85,621.56
E-3A LANDSCAPED PARKWAYS	Planter: 31,000 sq. ft. 71,022 sq. ft.	\$.0084	\$ 596.58	\$ 7,158.96

The Total Amount of the Service Proposal shall be based on current service levels (Service Schedule Level 3):


Figures: 140,260. and 56 /100's Dollars

Words: One hundred forty thousand two hundred sixty and fifty six cents and and /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 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 and 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, 2 has/have been received and is/are made a part of this proposal.

 President
 (AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS*

• **Service Schedule Level 1 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: 617,667 sq. ft. 875,371 sq. ft.	\$.006	\$5,252.23	\$ 63,026.76
	Turf: 588,060 sq. ft. 339,768 sq. ft.	\$.0263	\$8,935.90	\$107,230.80
E-3A LANDSCAPED PARKWAYS	Planter: 31,000 sq. ft. 71,022 sq. ft.	\$.0105	\$ 745.73	\$ 8,948.77

• **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: 617,667 sq. ft. 875,371 sq. ft.	\$.0056	\$4,902.08	\$ 58,824.96
	Turf: 588,060 sq. ft. 339,768 sq. ft.	\$.0245	\$8,324.32	\$ 99,891.84
E-3A LANDSCAPED PARKWAYS	Planter: 31,000 sq. ft. 71,022 sq. ft.	\$.0097	\$ 688.91	\$ 8,266.92

PROPOSER: Merchants Landscape Services, Inc.

(Company Name)


(AUTHORIZED SIGNATURE AND TITLE)

President

February 17, 2012

(DATE)

* Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in the Frequency of Service Table, 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 LANDSCAPE & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED ON PAGE 85.**

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	\$ <u>9.00</u>	ea
2. 5 gal. shrub/vine/ground cover in place	@	\$ <u>20.00</u>	ea
3. 5 gal. tree in place (stakes included)	@	\$ <u>40.00</u>	ea
4. 15 gal. tree in place (stakes included)	@	\$ <u>95.00</u>	ea
5. 24" box tree in place (stakes included)	@	\$ <u>295.00</u>	ea
6. 36" box tree in place (guy wires included)	@	\$ <u>795.00</u>	ea
7. Flat of ground cover in place	@	\$ <u>20.00</u>	ea
8. Fertilizer application	@	\$ <u>.004</u>	ea/sq. ft
9. Planter bed mulch in place	@	\$ <u>30.00</u>	/cu. yd
10. Additional labor	@	\$ <u>20.00</u>	/man hour
11. Additional Irrigation Technician	@	\$ <u>35.00</u>	/man hour

PROPOSER: Merchants Landscape Services, Inc.

(Company Name)



February 17, 2012

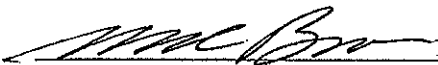
(AUTHORIZED SIGNATURE AND TITLE)

(DATE)

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

- 1. Irrigation repair parts for routine repairs @ cost plus 15. %
- 2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.
 - A. Shall be per Schedule II, Section A., cost per sq. ft., per occurrence. ~~Additional parkway areas, planters (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~
 $\$ \underline{\hspace{2cm}} / \text{sq. ft./mo.}$
 - B. Shall be: ~~Additional parkway areas, turf (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~
 $\$ \underline{\hspace{2cm}} / \text{sq. ft./mo.}$
 - a. Per Schedule II, Section B., Service Schedule, Level 1, Optional service cost per sq. ft. per occurrence.
 or
 - b. Per Schedule II, Section B, Service Schedule, Level 2, Optional service cost per sq. ft. per occurrence.
 or
 - c. Per Schedule II, Section B, Service Schedule, Level 3, Optional service cost per sq. ft. per occurrence.
- 3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Merchants Landscape Services, Inc.
 (Company Name)
 President
 (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 forty thousand two hundred and sixty dollars and fifty six cents
(Dollar Amount in Words)

\$ 140,260.56
(Dollar Amount in Figures)

Date: _____

Proposer: Merchants Landscape Services, Inc.
(Company Name)

By: 
(Signature)

Title: President

State License Number and Classification: 765658 C27

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

(Corporate Seal) PRESIDENT Mark Brower

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 _____, 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 _____

Signature of Proposer _____

By _____

Address of Proposer _____

Telephone Number of Proposer () _____

Names and Addresses of Members of the Company:

(If a Corporation)

Signature of Proposer Mark Brower

By Mark Brower

Title President

Business Address 1510 S. Lyon St.
Santa Ana, CA. 92705

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	765658 C27
PRESIDENT	Mark Brower
SECRETARY	
TREASURER	Theodore Haas
(Corporate Seal)	

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Merchants Landscape Services, Inc.
_____, as
principals, and Hartford Fire Insurance Company, a duly
authorized corporate surety: Business Address One Pointe Drive, 6th Floor, Brea, CA 92821

Phone (714) 674-1321, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of TEN PERCENT THE AMOUNT BID IN 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. E-3/11-12 -, MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A) MAINTENANCE OF 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 TEN PERCENT THE AMOUNT BID IN Dollars, (\$ 10%), as liquidated damages for such failure and neglect.

WITNESS our hands this 10th day of February, 2012.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL

CORPORATE SURETY

Name: Merchants Landscape Services, Inc.

Name: Hartford Fire Insurance Company

Address: 1190 Monterey Pass Road

Address: One Pointe Drive, 6th Floor

Monterey Park, CA 91754

Brea, CA 92821

Tel. No.: 323-881-6701

Tel. No.: 714-674-1321

By: 

By: 

Attorney-in-Fact
MARY SMITH

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 February 10, 2012, before me, Donna M. Green, Notary Public,

personally appeared Mary Smith,

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Donna M. Green
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- LIMITED

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 72-183250

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 10, 2012.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 2-16-12 before me, Sharon Ann Godinez / Notary
(Here insert name and title of the officer)

personally appeared Theodore Hoas

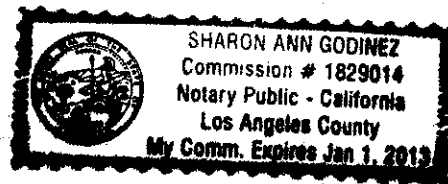
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Sharon Ann Godinez
 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT	
<u>Proposed Security Bond</u> <small>(Title or description of attached document)</small>	
<u>Moreno Valley West</u> <small>(Title or description of attached document continued)</small>	
Number of Pages _____	Document Date _____
<small>(Additional information)</small>	

CAPACITY CLAIMED BY THE SIGNER	
<input type="checkbox"/> Individual (s)	
<input type="checkbox"/> Corporate Officer	
	<small>(Title)</small>
<input type="checkbox"/> Partner(s)	
<input 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

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Mark Brower, affiant
being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Merchants Landscape Services, 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 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).

Merchants Landscape Services, Inc.

Bidder's Name: _____

Bidder's Address: 1510 S. Lyon St.
Santa Ana, CA. 92705

Telephone No.: (800) - 645-4881


(Signature of Bidder)

President
(Title)

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA JURAT

State of: California

County of: ORANGE

Subscribed and sworn to (or affirmed) before me

this 17th day of 02, 2012, by

(1) MARK BROWER
Name of Signer (s)

(2) N/A
Name of Signer (s)

who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

WITNESS my hand and official seal

Teresa Marcelino
Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages _____ Document Date: _____		<input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporate Officer <input type="checkbox"/> Partner <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____	
Title or type of document _____ Additional information _____			

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						Hours	Straight-Time 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.

ⁱ \$0.27 after 2 years of service.

^c \$0.31 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.

APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

**MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT**

PROJECT NO. _____

MONTH OF _____, 20____

<u>MAINTENANCE</u> <ul style="list-style-type: none"> • DATE(S) • AREA • <u>SERVICE TYPE:</u> MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION ETC. 	<u>FERTILIZER</u> <ul style="list-style-type: none"> • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP 	<u>PESTICIDES</u> <ul style="list-style-type: none"> • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST 	<u>COMPLAINTS</u> <ul style="list-style-type: none"> • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION 	<u>HAZARDS</u> <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				

-367-

Item No. B.4

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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February 2, 2012

ADDENDUM NO. 1

**MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
RFP NO. E-3/11-12
PROJECT NO. E-3/11-12**

**MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

MORENO VALLEY COMMUNITY SERVICES DISTRICT

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

- INSTRUCTION TO PROPOSERS, Section A, GENERAL, last paragraph, last sentence, page 5. Change in reference from Community Redevelopment Agency (RDA) to the Moreno Valley Housing Authority (MVHA).
- INSTRUCTION TO PROPOSERS, Section J, INSURANCE REQUIREMENTS, second to last line, page 8. Change in reference from Community Redevelopment Agency to Moreno Valley Housing Authority.
- INSTRUCTION TO PROPOSERS, Section J, INSURANCE REQUIREMENTS, first paragraph, page 9. Changes in reference from Redevelopment Agency to Moreno Valley Housing Authority.
- INSTRUCTION TO PROPOSERS, Section J, INSURANCE REQUIREMENTS, third paragraph, page 9. Change in reference from Community Redevelopment Agency to Moreno Valley Housing Authority.
- INSTRUCTION TO PROPOSERS, Section J, INSURANCE REQUIREMENTS, fourth paragraph, page 9. Changes in reference from Community Redevelopment Agency to Moreno Valley Housing Authority.
- INSTRUCTION TO PROPOSERS, Section J, INSURANCE REQUIREMENTS, last paragraph, page 9. Changes in reference from Redevelopment Agency to Moreno Valley Housing Authority.
- INSTRUCTION TO PROPOSERS, Section J, INSURANCE REQUIREMENTS, first paragraph, page 10. Changes in reference from Redevelopment Agency to Moreno Valley Housing Authority.
- INSTRUCTION TO PROPOSERS, Section J, INSURANCE REQUIREMENTS, second paragraph, page 10. Changes in reference from Redevelopment Agency to Moreno Valley Authority.
- INSTRUCTION TO PROPOSERS, Section K, INDEMINIFICATION & DEFENSE REQUIREMENT, page 10. Changes in reference from Redevelopment Agency to Moreno Valley Housing Authority.
- INDEPENDENT CONTRACT AGREEMENT, Section 3, STANDARD TERMS AND CONDITIONS, letter E. Contractor Indemnification, p. 14. Change in reference from Community Redevelopment Agency (RDA) to Moreno Valley Housing Authority (MVHA).
- INDEPENDENT CONTRACT AGREEMENT, Section 3, STANDARD TERMS AND CONDITIONS, letter F. District Indemnification. p. 14. Change in reference from RDA's and RDA to MVA's and MVHA.

- INDEPENDENT CONTRACT AGREEMENT, Section 3, STANDARD TERMS AND CONDITIONS, letter G. Insurance Requirements. First line on p. 15. Change in reference from RDA to MVHA.
- INDEPENDENT CONTRACT AGREEMENT, Section 3, STANDARD TERMS AND CONDITIONS, letter G. Insurance Requirements, second paragraph, p. 15. Change in reference from RDA to MVHA.
- INDEPENDENT CONTRACT AGREEMENT, Section 3, STANDARD TERMS AND CONDITIONS, letter G. Insurance Requirements, fourth paragraph, third line p. 15. Change in reference from Community Redevelopment Agency to Moreno Valley Housing Authority.
- Exhibit A, Section 17, TECHNICAL PROVISIONS, Letter A., Turf Care, No. 14, (b), page 40.
- Exhibit A, Section 18, TECHNICAL PROVISIONS – FERTILIZER, Letter A, No. 1, Page 47.
- Exhibit E, Scheduled I, Roman Numeral V., FREQUENCY OF SERVICE TABLE, Page 74.
- Exhibit E, Scheduled I, Roman Numeral VI., SAMPLE SERVICE SCHEDULES, A. E3 – 4 WEEK ROTATION (Service Schedule Level 1), Page 75.
- Exhibit E, Schedule II, Letter D, ROUTINE IRRIGATION REPAIR PRICES, No. 2, A., page 88
- Exhibit E, Schedule II, Letter D, ROUTINE IRRIGATION REPAIR PRICES, No. 2, B., page 88.

INSTRUCTION TO PROPOSERS

RFP NO. E-3/11-12

PROJECT NO. E-3/11-12

MORENO VALLEY RANCH-WEST (E-3) AND
 LASSELLE POWERLINE PARKWAY (E-3A)
 MAINTENANCE OF PARKWAY AND MEDIAN
 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, FEBRUARY 23, 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. E-3/11-12 – 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 list on page 4. The envelope must be clearly labeled: "RESPONSE TO REQUEST FOR PROPOSAL - PROJECT NO. E-3/11-12 - 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 ~~Redevelopment Agency (RDA)~~ **Moreno Valley Housing Authority (MVHA)** of the City of Moreno Valley assumes no responsibility for proposals, which arrive at the City office beyond the stated due date and time as stated in the Notice Requesting Proposals.

H. AWARD OF CONTRACT

The award, if made, will be made by the District as expeditiously as possible after the opening of the proposals, but in no case will an award be made until the District is satisfied as to the responsibility of the party to whom it is proposed to award the Contract.

I. RETURN OF PROPOSAL GUARANTIES

The District will return the proposal guaranties accompanying those, which in the District's judgment are not to be considered in making the award. All other proposal guaranties will be held until the Contract has been awarded, after which they will be returned to the respective companies whose proposals they accompany, with the exception of the proposer to whom the award has been made. After satisfactory security has been furnished and the Contract has been fully executed and approved, the successful proposer's guaranty will be returned.

J. INSURANCE REQUIREMENTS

During the entire term of the Contract, the Contractor agrees to procure and maintain commercial general liability insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the Contractor, its subcontractors, or any person acting for the Contractor or under his/her/its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person(s) caused directly or indirectly by or from acts, omissions or activities of the Contractor, its subcontractors, or any person acting for the Contractor or under his/her/its control or direction. Such liability and property damage insurance shall also provide for and protect the Moreno Valley Community Services District, the ~~Community Redevelopment Agency~~ **Moreno Valley Housing Authority** of the City of Moreno Valley, and the City of Moreno Valley, against incurring any legal cost in defending claims for alleged loss.

Such liability and property damage insurance shall be maintained in full force and effect throughout the term of the Contract, and any extension thereof in the minimum limits provided below:

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

A combined single limit policy with limits not less than \$2,000,000 per occurrence shall be considered equivalent to the above minimum limits.

If the operation under this Contract results in an increased or decreased risk in the opinion of the District's Risk Manager, then the Contractor agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the Risk Manager.

During the entire term of this Contract, the Contractor shall procure and maintain, at its sole expense, liability and property damage insurance coverage for owned, leased, hired or borrowed automotive equipment with coverage limits of not less than \$1,000,000 combined single limit.

During the entire term of this Contract, the Contractor or any subcontractors hired by 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 employer's liability limits of \$1,000,000 per occurrence.

The insurer shall agree to waive all rights of subrogation against the District, ~~Redevelopment Agency~~ **Moreno Valley Authority**, and the City, their officers, officials, employees, volunteers or agents for losses arising from work performed by the Contractor for the District, ~~Redevelopment Agency~~ **Moreno Valley Housing Authority**, and/or the City of Moreno Valley, respectively.

A certificate of insurance or an appropriate insurance binder evidencing each of the above referenced insurance coverages shall be submitted prior to the execution of this Contract. Such evidence of insurance shall be sent to the attention of the requesting department, and shall reference the project name or number, where appropriate.

Except for Worker's Compensation and Professional Liability Insurance, and solely as respects to work done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the Moreno Valley Community Services District, ~~Community Redevelopment Agency~~ **Moreno Valley Housing Authority** of the City of Moreno Valley, and the City of Moreno Valley, their officers, officials, employees, volunteers, and agents are added as Additional Insured on all required insurance policies. A policy endorsement or an appropriate insurance binder evidencing the required insurance must accompany the certificate of insurance and 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 Community Services District, and the ~~Community Redevelopment Agency~~ **Moreno Valley Housing Authority** of the City of Moreno Valley, their officers, employees, agents, and volunteers are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the Moreno Valley Community Services District, City of Moreno Valley, and the **Moreno Valley Housing Authority** ~~Community Redevelopment Agency~~ of the City of Moreno Valley, their officers, employees, agents, and volunteers, under any third party liability policy.

The endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The Contractor shall also include all subcontractors as an additional insured under its policies or shall furnish separate insurance certificates, and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The coverage provided pursuant to this Contract shall be primary insurance and not contributory with any other insurance. Insurance companies providing insurance hereunder shall be rated A- VII (or better) in Best's Insurance Rating Guide, and shall be legally admitted to the business of an insurance carrier by the State of California Department of Insurance.

The terms of the insurance policies issued to provide the above insurance coverages may not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the District, ~~Redevelopment Agency~~ **Moreno Valley Housing Authority**, and 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 that the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

Any deductibles or self-insured retentions must be declared to and approved by the District, Redevelopment Agency, and the City. At the option of the District, ~~Redevelopment Agency~~ **Moreno Valley Housing Authority**, and the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the District, ~~Redevelopment Agency~~ **Moreno Valley Housing Authority**, and the City, their officers, officials, employees, volunteers and agents, or the Contractor shall provide a financial guarantee satisfactory to the District, ~~Redevelopment Agency~~ **Moreno Valley Housing Authority**, and the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, ~~Redevelopment Agency~~ **Moreno Valley Housing Authority**, and the City, their officers, officials, employees, volunteers, and agents.

Contractor certifies by Contractor's signature hereunder that said Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor will comply with such provisions before commencing the performance of the work of this Contract.

K. INDEMNIFICATION & DEFENSE REQUIREMENT

Per the terms of the Contract, the Contractor shall agree to indemnify, defend, and hold the District, ~~Redevelopment Agency~~ **Moreno Valley Housing Authority**, and the City of Moreno Valley, their officers, officials, employees, volunteers, and agents harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Contract, or are caused or claimed to be caused by the negligent acts or willful misconduct of the Contractor, its subcontractors, suppliers, officers, officials, employees, volunteers or agents, and all expenses of investigating and defending against the same, provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the District, ~~Redevelopment Agency~~ **Moreno Valley Housing Authority**, and the City, their officers, officials, employees, volunteers, and agents.

L. EXECUTION OF THE CONTRACT

The Contract shall be signed by the successful proposer and returned, together with the required documents, within fourteen (14) calendar days from the date of the Notice of Award of Contract. No award shall be considered binding upon the District until the full execution of the Contract.

Failure to execute a Contract and file acceptable documents, as required herein shall be just cause for the annulment of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages as a reasonable estimate of the damages which would be suffered by the District, which cannot be determined with reasonable particularity at this time. Award may then be made to the next proposer deemed to be fit in all respects to perform the Scope Of Work, or the work may be re-advertised or may be maintained by District employees as the Board of Directors of the Moreno Valley Community Services District may determine.

Services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

- 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 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 ~~Community Redevelopment Agency~~ **Moreno Valley Housing Authority** of the City of Moreno Valley (~~RDA~~) (**MVHA**), 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, ~~RDA's~~ **MVHA'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, ~~RDA~~ **MVHA**, 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, ~~RDA~~ **MVHA**, 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/~~RDA~~**MVHA**/District 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 ~~Community Redevelopment Agency~~ **Moreno Valley Housing Authority** of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this 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 Community Redevelopment Agency of the City of Moreno Valley, 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

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 Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL 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 Provisions - Fertilization, Section 18.
13. Pest control: See Technical Provisions - Pesticide Use, Section 19.
14. Aeration:
 - (a) All turf areas shall be aerated per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director;
 - (b) Aeration shall be done ~~in the spring, mid-summer, and fall~~, per the **frequency of service table, as set forth in Exhibit E**, or as directed by District field staff;
 - (c) 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;
 - (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
 - (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
 - (f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical 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 Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

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 of the Technical Provisions 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 Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. ~~Per the Technical Provisions Section 17, No. 14, f., a humus base f-Fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled 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.

1. Humus base fertilizers to be applied by drop spreader only.
2. 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).
3. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
4. 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.
5. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized per the frequency of service table, as set forth in Exhibit E. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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

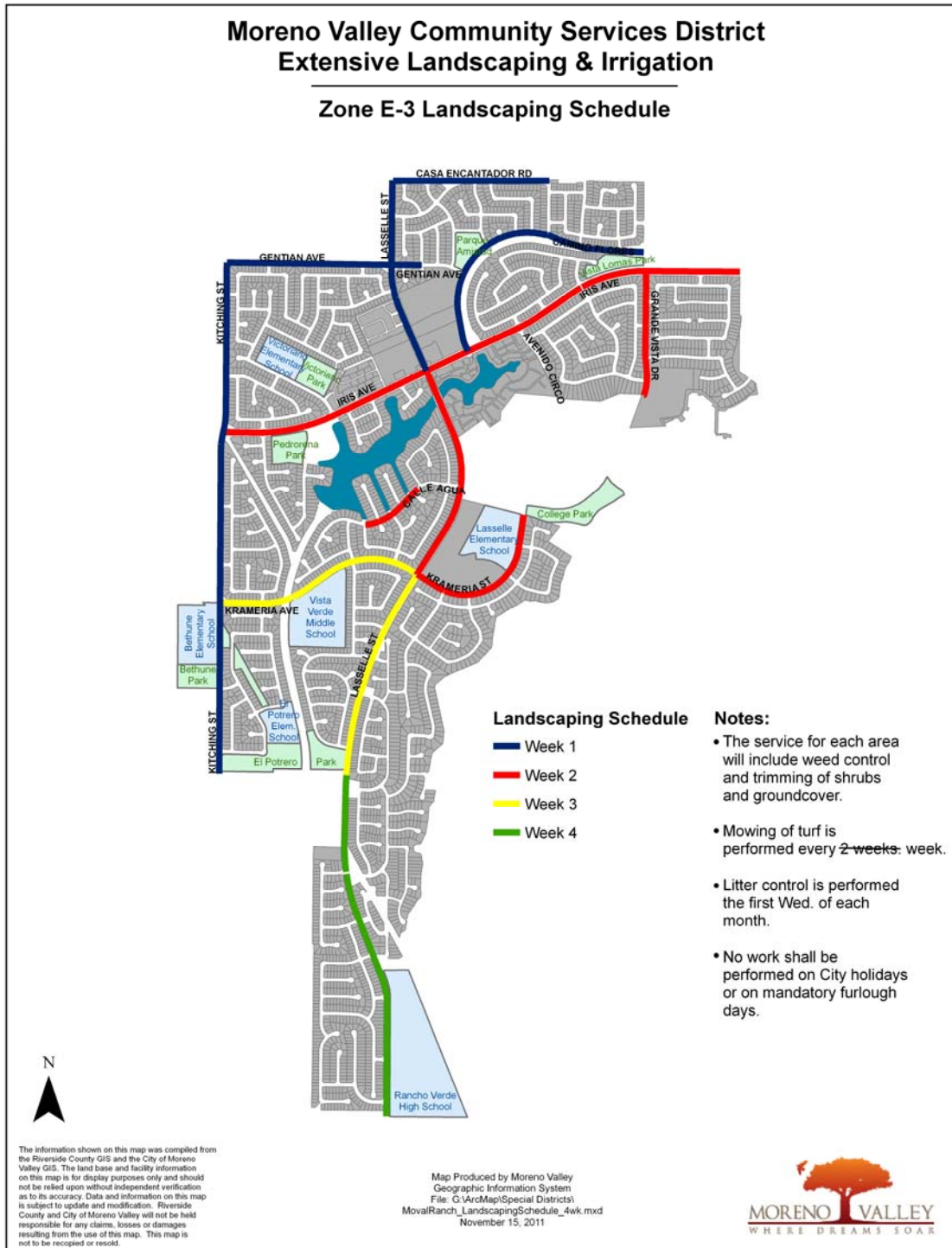
2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

V: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule		Service Schedule
	Level 1 (5-Week) (4 Week)	Level 2 (9-Week) (8 Week)	Level 3 (13-Week) (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)

I: SAMPLE SERVICE SCHEDULES

A. E-3 – 4 WEEK ROTATION (Service Schedule Level 1)



D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

- 1. Irrigation repair parts for routine repairs @ cost plus _____%
- 2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.
 - A. Shall be per Schedule II, Section A., cost per sq. ft., per occurrence. ~~Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable).~~

\$ _____/sq. ft./mo.
 - B. Shall be: ~~Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable).~~

\$ _____/sq. ft./mo.

 - a. **Per Schedule II, Section B., Service Schedule, Level 1, Optional service cost per sq. ft. per occurrence.**
 - or
 - b. **Per Schedule II, Section B, Service Schedule, Level 2, Optional service cost per sq. ft. per occurrence.**
 - or
 - c. **Per Schedule II, Section B, Service Schedule, Level 3, Optional service cost per sq. ft. per occurrence.**
- 3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: _____
(Company Name)

(AUTHORIZED SIGNATURE AND TITLE) (DATE)



February 2, 2012

ADDENDUM NO. 2

**MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
RFP NO. E-3/11-12
PROJECT NO. E-3/11-12**

**MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

MORENO VALLEY COMMUNITY SERVICES DISTRICT

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 – ADDENDUM 2

- Exhibit E, Scheduled II, Roman Numeral I., BID SCHEDULE, Letter A. SERVICE SCHEDULE Level 3 – Current Service, Page 85.
- Exhibit E, Schedule II, Roman Numeral I., BID SCHEDULE, Letter B. OPTIONAL SERVICE LEVELS, SERVICE SCHEDULE Level 1 – Optional Service, Page 86.
- Exhibit E, Schedule II, Roman Numeral I., BID SCHEDULE, Letter B. OPTIONAL SERVICE LEVELS, SERVICE SCHEDULE Level 2 – Optional Service, Page 86.
- Exhibit E, Schedule II, Roman Numeral I., BID SCHEDULE, Letter B. OPTIONAL SERVICE LEVELS, SERVICE SCHEDULE Level 2 – Optional Service, Page 86.
- Exhibit E, Schedule II, Roman Numeral I., BID SCHEDULE, Letter C ADDITIONAL WORK PRICE LIST, No. 8, page 87.

I. SCHEDULE II

BID SCHEDULE

PROPOSER: _____
 (Company Name)

A. SERVICE SCHEDULE Level 3 – Current Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: 617,667 sq. ft. 875,371 sq. ft.	\$	\$	\$
	Turf: 588,060 sq. ft. 339,768 sq. ft.	\$	\$	\$
E-3A LANDSCAPED PARKWAYS	Planter: 31,000 sq. ft. 71,022 sq. ft.	\$	\$	\$

The Total Amount of the Service Proposal shall be based on current service levels (**Service Schedule Level 3**):

Figures: _____ and _____/100's Dollars

Words: _____ and _____/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 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 and 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). _____ **has/have been received and is/are made a part of this proposal.**

 (AUTHORIZED SIGNATURE AND TITLE)

 (DATE)

B. OPTIONAL SERVICE LEVELS*

• **Service Schedule Level 1 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: 617,667 sq. ft. 875,371 sq. ft.	\$	\$	\$
	Turf: 588,060 sq. ft. 339,768 sq. ft.	\$	\$	\$
E-3A LANDSCAPED PARKWAYS	Planter: 31,000 sq. ft. 71,022 sq. ft.	\$	\$	\$

• **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: 617,667 sq. ft. 875,371 sq. ft.	\$	\$	\$
	Turf: 588,060 sq. ft. 339,768 sq. ft.	\$	\$	\$
E-3A LANDSCAPED PARKWAYS	Planter: 31,000 sq. ft. 71,022 sq. ft.	\$	\$	\$

PROPOSER: _____
(Company Name)

(AUTHORIZED SIGNATURE AND TITLE) (DATE)

- Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in the Frequency of Service Table, 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 LANDSCAPE & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED ON PAGE 85.**

C. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

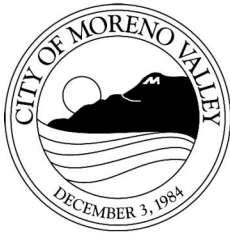
Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

- 1. 1 gal. shrub/vine/ground cover in place @ \$_____ ea
- 2. 5 gal. shrub/vine/ground cover in place @ \$_____ ea
- 3. 5 gal. tree in place (stakes included) @ \$_____ ea
- 4. 15 gal. tree in place (stakes included) @ \$_____ ea
- 5. 24" box tree in place (stakes included) @ \$_____ ea
- 6. 36" box tree in place (guy wires included) @ \$_____ ea
- 7. Flat of ground cover in place @ \$_____ ea
- 8. Fertilizer application @ \$_____ ea/sq. ft
- 9. Planter bed mulch in place @ \$_____/cu. yd
- 10. Additional labor @ \$_____/man hour
- 11. Additional Irrigation Technician @ \$_____/man hour

PROPOSER: _____
(Company Name)

(AUTHORIZED SIGNATURE AND TITLE) (DATE)



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

Report to City Council

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

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: May 22, 2012

TITLE: 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

RECOMMENDED ACTION

Staff recommends that the Board of Directors of the Moreno Valley Community Services District:

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.
2. Adopt Resolution No. CSD 2012-03 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 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.

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.

BACKGROUND

The Community Services District (CSD) Zone B was created by the voters in the City of Moreno Valley in 1984, shortly after the City incorporated, to provide residential street lighting services by levying a fee of \$22 per parcel. Currently, the parcel fee is levied at \$23/\$24.74 per parcel. As the costs to operate the streetlight program from utility providers increased, fund balances were used to absorb the increases. As fund balances were diminishing and the utility providers' costs continued to increase, property owners were asked in 2009 and in 2010, to increase parcel charges to generate additional revenue to keep the CSD Zone B financially solvent. On both occasions, property owners opposed the request to increase parcel charges.

The CSD Zone C was created by the City of Moreno Valley in 1987, to provide arterial street lighting services by levying a fee of \$6 per parcel. Currently, the parcel fee is levied at \$9 per parcel.

Increases in the number of parcels resulting from development in the City has allowed revenue to keep pace with cost growth. However, the slowdown in development has resulted in little to no parcel growth. At the same time, utility costs have increased significantly, creating fiscal stress on the funds to where the expenses have exceeded parcel fees for the last several years. On February 8, 2011 the CSD Board accepted a subsidy from the City's General Fund in an amount of up to \$675,000 for residential streetlight services for FY 2010-11. The CSD Zone B and Zone C have now reached a point of insolvency which requires action by the City Council to subsidize the streetlight operating costs for the remainder of this FY 2011-12 and FY 2012-13 in order to keep the program operating at its current level.

DISCUSSION

Government Code 61131 limits the total amount of indebtedness a CSD may have outstanding at any one time to 5% of the Zone B and Zone C total revenues in the preceding fiscal year. CSD Zone B has previously incurred a loan of 5%, which is currently outstanding. CSD Zone C had total revenues of \$571,589 in FY 2010-11. This limits the amount that the City's General Fund may loan to the CSD Zone C to 5% of this amount or \$28,579. Any indebtedness incurred pursuant to this section shall be repaid within five years from the date on which it is incurred.

Staff is presenting for City Council's consideration several alternatives related to addressing the fiscal shortfalls of CSD Zone B and Zone C for FY 2011-12 and FY 2012-13. These include options related to transferring sufficient funds to pay the

remaining operating expenses for the current fiscal year. Staff recommends approving alternatives 1, 2, 4 and 5.

ALTERNATIVES

1. Adopt a resolution 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.
2. Adopt a resolution 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 2012-13.
3. Adopt a resolution accepting a subsidy in the amount of up to \$90,000 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 2011-12.
4. Adopt a resolution 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.
5. Adopt a resolution 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.
6. Do not adopt the proposed resolutions and provide direction to staff.

FISCAL IMPACT

Based on the current parcel fees, the CSD Zone B and Zone C are currently insolvent. The City Council is being asked to provide funding for CSD Zone B and Zone C to pay operating expenses for the remainder of FY 2011-12 and for FY 2012-13. These funds are appropriated in the approved two-year budget.

The only source of funding available is from the City's General Fund "Fund Balance".

The recommended actions fund residential and arterial streetlight services through June 2013. Since any action to begin to generate additional streetlight revenues or to reduce the cost of operating the streetlight programs will take a long lead time to implement, time is of the essence in making these decisions.

CITY COUNCIL GOALS

None applicable

SUMMARY

The CSD Zone B and Zone C have now reached a point of insolvency which requires drastic action by the City Council to subsidize the streetlight operating costs for the remainder of this FY 2011-12 and FY 2012-13, to continue providing streetlight services.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Exhibit A – 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 FY 2011-12

Exhibit B – 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 FY 2012-13

Exhibit C – A Resolution of the Board of Directors of the Moreno Valley Community Services District accepting the transfer amount of up to \$90,000 from the City of Moreno Valley to subsidize the cost of operating arterial streetlight services for FY 2011-12

Exhibit D - 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 FY 2011-12

Exhibit E – A Resolution of the Board of Directors of the Moreno Valley Community Services District accepting the transfer amount of up to \$420,000 from the City of Moreno Valley to subsidize the cost of operating arterial streetlight services for FY 2012-13

Prepared By:
Rick Teichert
Financial & Administrative Services Director

Department Head Approval:
Henry T. Garcia
City Manager

Concurred By:
Ahmad Ansari
Public Works Director/City Engineer

Concurred By:
Candace Cassel
Special Districts Division Manager

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

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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

WHEREAS, the property owners in the City of Moreno Valley did not pass a fee increase required to operate the current residential streetlight program in the City of Moreno Valley; and

WHEREAS, the current parcel fee does not provide sufficient funds to pay the operating costs for the entire FY 2011-12; and

WHEREAS, the City Council desires to operate the residential streetlights for the entire FY 2011-12 for public safety benefits provided by the streetlights to the residents of the City of Moreno Valley; and

WHEREAS, the City Council is willing to transfer Fund Balance from the City's General Fund to subsidize the cost of residential streetlights for the FY 2011-12; and

WHEREAS, sufficient Fund Balance is available in the City's General Fund to effectuate such a transfer of funds; and

WHEREAS, it is in the best interest of the Community Services District to accept the transfer from the City of Moreno Valley to pay the expenses for operating the residential streetlight program for FY 2011-12.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS: that the transfer of funds in the amount of up to \$675,000 from the City of Moreno Valley General Fund Fund Balance is accepted by the Moreno Valley Community Services District Zone B to subsidize the cost of operating residential streetlights for the FY 2011-12.

Resolution No. CSD 2012-02
Date Adopted: May 22, 2012

APPROVED AND ADOPTED this 22nd day of May, 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 2012-02
Date Adopted: May 22, 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. 2012-02 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 22nd day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2012-02
Date Adopted: May 22, 2012

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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

WHEREAS, the property owners in the City of Moreno Valley did not pass a fee increase required to operate the current residential streetlight program in the City of Moreno Valley; and

WHEREAS, the current parcel fee does not provide sufficient funds to pay the operating costs for the entire FY 2012-13; and

WHEREAS, the City Council desires to operate the residential streetlights for the entire FY 2012-13 for public safety benefits provided by the streetlights to the residents of the City of Moreno Valley; and

WHEREAS, the City Council is willing to transfer Fund Balance from the City's General Fund to subsidize the cost of residential streetlights for the FY 2012-13; and

WHEREAS, sufficient Fund Balance is available in the City's General Fund to effectuate such a transfer of funds; and

WHEREAS, it is in the best interest of the Community Services District to accept the transfer from the City of Moreno Valley to pay the expenses for operating the residential streetlight program for FY 2012-13.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS: that the transfer of funds in the amount of up to \$675,000 from the City of Moreno Valley General Fund Fund Balance is accepted by the Moreno Valley Community Services District Zone B to subsidize the cost of operating residential streetlights for the FY 2012-13.

Resolution No. CSD 2012-03
Date Adopted: May 22, 2012

APPROVED AND ADOPTED this 22nd day of May, 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 2012-03
Date Adopted: May 22, 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. 2012-03 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 22nd day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2012-03
Date Adopted: May 22, 2012

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RESOLUTION NO. CSD 2012-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT ACCEPTING THE TRANSFER AMOUNT OF UP TO \$90,000 FROM THE CITY OF MORENO VALLEY TO SUBSIDIZE THE COST OF OPERATING ARTERIAL STREETLIGHT SERVICES FOR THE FY 2011-12

WHEREAS, the property owners in the City of Moreno Valley pay a fee required to operate the current arterial streetlight program in the City of Moreno Valley; and

WHEREAS, the current parcel fee does not provide sufficient funds to pay the operating costs for the entire FY 2011-12; and

WHEREAS, the City Council desires to operate the arterial streetlights for the entire FY 2011-12 for public safety benefits provided by the streetlights to the residents of the City of Moreno Valley; and

WHEREAS, the City Council is willing to transfer Fund Balance from the City's General Fund to subsidize the cost of residential streetlights for the FY 2011-12; and

WHEREAS, sufficient Fund Balance is available in the City's General Fund to effectuate such a transfer of funds; and

WHEREAS, it is in the best interest of the Community Services District to accept the transfer from the City of Moreno Valley to pay the expenses for operating the arterial streetlight program for FY 2011-12.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS: that the transfer of funds in the amount of up to \$90,000 from the City of Moreno Valley General Fund Fund Balance is accepted by the Moreno Valley Community Services District Zone C to subsidize the cost of operating arterial streetlights for the FY 2011-12.

Resolution No. CSD 2012-04
Date Adopted: May 22, 2012

APPROVED AND ADOPTED this 22nd day of May, 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

Not Recommended

Resolution No. CSD 2012-04
Date Adopted: May 22, 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. 2012-04 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 22nd day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2012-04
Date Adopted: May 22, 2012

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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

WHEREAS, the property owners in the City of Moreno Valley pay a fee required to operate the current arterial streetlight program in the City of Moreno Valley; and

WHEREAS, the current parcel fee does not provide sufficient funds to pay the operating costs for the entire FY 2011-12; and

WHEREAS, the City Council desires to operate the arterial streetlights for the entire FY 2011-12 for public safety benefits provided by the streetlights to the residents of the City of Moreno Valley; and

WHEREAS, the City Council is willing to transfer Fund Balance from the City's General Fund to subsidize the cost of residential streetlights for the FY 2011-12; and

WHEREAS, sufficient Fund Balance is available in the City's General Fund to effectuate such a transfer of funds; and

WHEREAS, it is in the best interest of the Community Services District to accept the loan in the amount of \$28,579 from the City of Moreno Valley to pay the expenses for operating the arterial streetlight program for FY 2011-12.

WHEREAS, it is in the best interest of the Community Services District to accept the transfer in the amount of up to \$61,421 from the City of Moreno Valley to pay the expenses for operating the arterial streetlight program for FY 2011-12.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS: that the Board of Directors approves the promissory note (Attachment A) borrowing \$28,579 from the City of Moreno Valley General Fund to subsidize the cost of operating arterial streetlights for FY 2011-12.

BE IT FURTHER RESOLVED that THE Board of Directors accepts the transfer in the amount of up to \$61,421 from the City of Moreno Valley General Fund Fund Balance to subsidize the cost of operating arterial streetlights for the FY 2011-12.

Resolution No. CSD 2012-05
Date Adopted: May 22, 2012

APPROVED AND ADOPTED this 22nd day of May, 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 2012-05
Date Adopted: May 22, 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. 2012-05 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 22nd day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2012-05
Date Adopted: May 22, 2012

Resolution No. CSD 2012-05
Date Adopted: May 22, 2012

PROMISSORY NOTE

DATE: May 22, 2012

Principal amount: \$ 28,579

FOR VALUE RECEIVED, the Moreno Valley Community Services District Zone C (Borrower) promises to pay the City of Moreno Valley - General Fund (the Lender) the sum of \$31,553 in one payment of \$31,553 on the date of May 22, 2017. This amount represents a simple interest rate of 2% compounded annually.

In the event the borrower defaults in any payment beyond 180 days from the agreed date of payment, a late penalty charge of \$1,000 dollars will be assessed inclusive of the interest, late charges, and applicable fees.

Payments will be applied first to interest and then to principal.

The Borrower must inform the Lender of any change in name or address.

This note may be prepaid by the Borrower at any time in whole or in part without premium or penalty, and will include any interest due up to the point of repayment.

Borrower agrees to pay all cost of collection, legal expenses and solicitor fees, incurred or paid by the Lender in the collection and/or enforcement of this Note.

CSD Zone C Executive Director

Approved as to Form

ATTEST:

City Clerk

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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

WHEREAS, the property owners in the City of Moreno Valley pay a fee required to operate the current arterial streetlight program in the City of Moreno Valley; and

WHEREAS, the current parcel fee does not provide sufficient funds to pay the operating costs for the entire FY 2012-13; and

WHEREAS, the City Council desires to operate the arterial streetlights for the entire FY 2012-13 for public safety benefits provided by the streetlights to the residents of the City of Moreno Valley; and

WHEREAS, the City Council is willing to transfer Fund Balance from the City's General Fund to subsidize the cost of residential streetlights for the FY 2012-13; and

WHEREAS, sufficient Fund Balance is available in the City's General Fund to effectuate such a transfer of funds; and

WHEREAS, it is in the best interest of the Community Services District to accept the transfer from the City of Moreno Valley to pay the expenses for operating the arterial streetlight program for FY 2012-13.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS: that the transfer of funds in the amount of up to \$420,000 from the City of Moreno Valley General Fund Fund Balance is accepted by the Moreno Valley Community Services District Zone C to subsidize the cost of operating arterial streetlights for the FY 2012-13.

Resolution No. CSD 2012-06
Date Adopted: May 22, 2012

APPROVED AND ADOPTED this 22nd day of May, 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 2012-06
Date Adopted: May 22, 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. 2012-06 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 22nd day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2012-06
Date Adopted: May 22, 2012

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

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

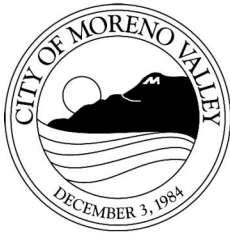
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**MINUTES - REGULAR MEETING OF MAY 8, 2012 (Report
of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: May 22, 2012

TITLE: 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.

RECOMMENDED ACTION

Staff recommends 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.

BACKGROUND

In April 2011, the City Council adopted a comprehensive Economic Development Action Plan (EDAP) that identified the Moreno Highlands area, generally located east of Redlands Boulevard and south of the Moreno Valley Freeway (Highway 60), as an “area of opportunity for logistics development”. The Plan also identified logistics as a prime area of focus and opportunity for the City in an effort to increase employment and revenue to benefit residents and local businesses and support the provision of public services.

On March 19, 2012, Highland Fairview Properties (HFP) submitted General Plan Amendment, Change of Zone and Specific Plan applications to the Planning Division for the proposed World Logistics Center (WLC) Project. The WLC Project is the type of

project envisioned by the adopted City Council EDAP and could further the implementation of the EDAP.

The WLC Project applications include land owned or participating with HFP in the WLC Project and a number of properties not owned by or participating with HFP in the WLC Project or the applications. HFP has also submitted Tentative Parcel Map, Annexation and Development Agreement applications for the same project. All land in the last three applications is owned by or participating with HFP. The General Plan Amendment, Change of Zone, Specific Plan and Tentative Parcel Map were deemed to be complete for processing on April 18, 2012.

The proposed World Logistics Center Specific Plan is a master plan for the development of up to 41.6 million square feet of modern high-cube logistics warehouse distribution facilities on approximately 2,665 acres of land located generally east of Redlands Boulevard, south of the Moreno Valley Freeway (Highway 60) and west of Gilman Springs Road. The General Plan Amendment and Change of Zone, which cover approximately 3,820 acres, also include 1,136 acres of open space and 19 acres of existing public utility facilities located south of the Specific Plan area and north of the City limits. The majority of the Project area is currently covered by the Moreno Highlands Specific Plan, a 3,038 acre master plan approved in 1992 with a mixture of residential, commercial, business park and public/recreation uses.

DISCUSSION

The Municipal Code authorizes an amendment to the General Plan to be initiated by any one of three actions: (1) recommendation of the Planning Commission and City Council concurrence; (2) recommendation of the City Council; or (3) a privately filed application for a specific property or properties submitted by the property owner or owner's authorized agent (MC Section 9.02.040). The Municipal Code similarly authorizes an amendment for a change of zone to be initiated by one of three actions: (1) recommendation of staff or the Planning Commission; (2) recommendation of the City Council; or (3) a privately filed application from a property owner or the owner's authorized agent relating to the owner's property (MC Sections 9.02.050). The Municipal Code does not have explicit provisions to include properties not providing authorization for a Specific Plan or similar type of project (MC Section 9.02.190). For such projects, the practice has been to include only properties providing authorization. Therefore, staff is requesting City Council direction as set forth below.

The majority of Specific Plan area is owned by HFP affiliated companies. Authorization has also been provided by the second largest owner in the Specific Plan area, the Henrietta Lee Trust. In addition, a group of owners in the southwest portion of the Specific Plan area and one owner on Theodore Street have provided authorization for the Project.

The approximate 1,155 acres located outside of the Specific Plan area but within the General Plan Amendment and Change of Zone applications are owned by the California

Department of Fish and Game, San Diego Gas & Electric and the Southern California Gas Company. None of these entities have provided authorization for the Project. Attachment 1 provides a map of the ownership and location of the properties identified above in this paragraph.

Approval of the WLC Project would require the elimination of the Moreno Highlands Specific Plan (MoHi) that covers most of the Project area, including all of the area outside of the proposed WLC Specific Plan. The MoHi plan has been covered by a 20-year development agreement negotiated by the original master developer, that until this year precluded action by the City or any single landowner to revise the area's land use or zoning. To eliminate the MoHi plan, the utility and open space outside the proposed WLC Specific Plan need to be included in the General Plan Amendment and Change of Zone applications to provide alternative land use designations compatible with the current use of the property for utility facilities and open space.

Within the Specific Plan area, there are 18 owners (total of 21 parcels) that have not provided authorization for the Project. The largest landowner of these parcels is the Metropolitan Water District of Southern California (MWD) which owns 132 acres, but only uses 18 acres of the property for its Inland Feeder water transmission system. The remaining 114 acres has been determined as surplus by MWD. These parcels total approximately 294 acres or 11% of the Specific Plan area. The majority of the other parcels (13 total parcels) are located northeast of Theodore Street and Dracaea Avenue; three parcels are northeast of Redlands Boulevard and Dracaea Avenue; three parcels are northwest of Theodore Street and Alessandro Boulevard; and two are northeast of Cactus Avenue and Merwin Street. All of these properties are located outside of the MoHi plan area. Some of the parcels are developed with single family homes and accessory structures. Others have agricultural activities or are vacant. Only seven existing residential units are located within the boundaries of the proposed WLC Specific Plan, with four being owner-occupied and three rental properties.

The non-participating parcels identified in the above paragraph are either located adjacent to the primary truck access route for the proposed WLC Specific Plan (Theodore Street) or are surrounded on three or more sides by participating properties. All but three of the properties are currently zoned for residential uses, which would be incompatible in close proximity or surrounded by the proposed development of logistics uses. Therefore, it would further advance a consistent and comprehensive planning strategy to include these parcels in the General Plan Amendment and Change of Zone applications in order to identify new more appropriate land use designations for consideration in conjunction with the overall WLC Project. Inclusion in the Specific Plan application will allow for greater design consistency in property development and simplify the development review process should properties in and out of the Specific Plan be combined. Any existing structures or uses would become non-conforming with approval of any land use changes and would be allowed to remain in place unless abandoned for an extended period of time (currently one year per the City Municipal Code).

The initial draft of the Specific Plan includes two land use categories – Logistics and Light Logistics. The former category is generally limited to large logistics facilities. The latter category is intended to include properties that are too small to accommodate large logistics facilities. Staff has worked with the applicant to expand the list of permitted uses in the Light Logistics category to include thirteen possible uses for warehouse, storage and similar activities (see attached Exhibit 3). Most of these uses are consistent with the permitted uses in the Moreno Valley Industrial Area Specific Plan in the south part of the City.

ALTERNATIVES

Staff is seeking direction from the City Council as to which of the following options should be followed in processing the WLC Project applications:

1. Include all properties not providing authorization in all three applications. This action is a recommendation by the City Council to include all properties not providing authorization to be included in all three applications. This action would provide for the development of consistent land uses and development regulations for the area east of Redlands Boulevard. If adopted, such land uses and regulations would change and make most existing property improvements non-conforming.
2. Include all properties not providing authorization in the General Plan and Change of Zone applications, but not the Specific Plan application. This action would be a recommendation by the City Council to include all properties not providing authorization to be included in the applications for a General Plan Amendment and Change of Zone. This action would provide for the development of consistent land uses for the area east of Redlands Boulevard, but would allow for non-participating parcels to default to existing City zoning classifications that provide a greater variety of uses which may be incompatible with the logistics focus proposed for the area. If adopted, such land uses and regulations would change and make most existing property improvements non-conforming.
3. Include some of the properties in one or more of the applications. This action is a recommendation by the City council to include certain of the properties not providing authorization to be included in one or more of the applications. This action would not provide for the development of consistent land uses for the area east of Redlands Boulevard. If the Specific Plan is adopted, such inconsistent land uses would affect the current property rights and expectations of non-participating property owners by increasing the level of review and regulation to provide consistency, but would not make existing property improvements non-conforming. This action would also increase the level of review and regulation to provide consistency for development within the Specific Plan.

FISCAL IMPACT

All direct costs associated with the processing of the WLC Project applications shall be borne by HFP.

NOTIFICATION

Notice of this Public Hearing was sent to all property owners within the WLC Project area and tracts and properties adjacent to the Project area. Notice of the Hearing was also published in the Press Enterprise on April 27, 2012, and posted in proximity to properties located within the Project area that did not provide authorization for the WLC Project applications.

ATTACHMENTS/EXHIBITS

1. Map of Non-Participating Parcels with Owner Names
2. Map of Draft Land Use Plan for Proposed Specific Plan
3. LL "Light Logistics" Permitted Uses

Prepared By:
John C. Terrell AICP
Planning Official

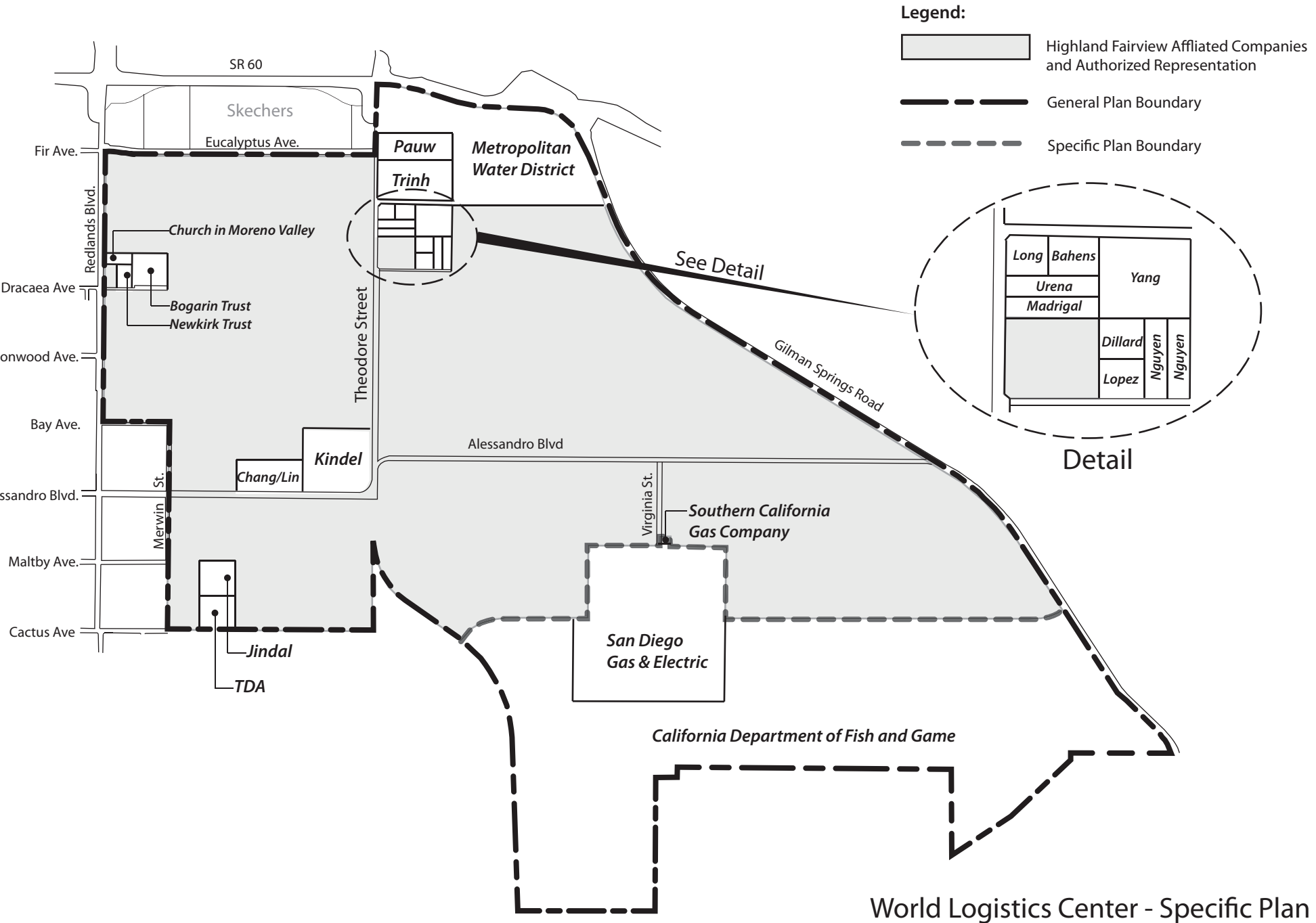
Department Head Approval:
Barry Foster
Community & Economic Development Director

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

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-431-

Item No. E.1



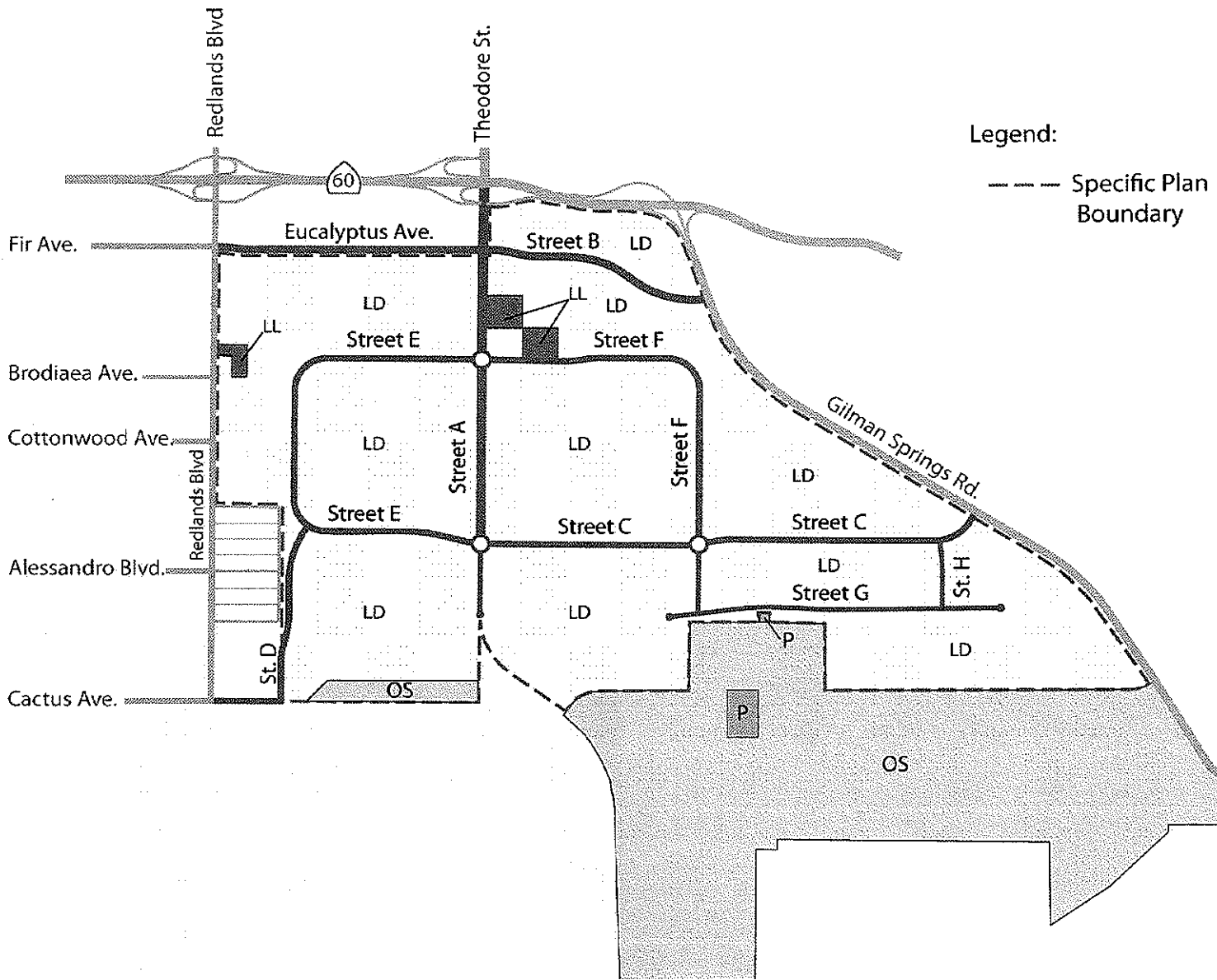
World Logistics Center - Specific Plan

Scale: None
April 10, 2012

ATTACHMENT 1



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ATTACHMENT 2



DRAFT

SP STANDARDS & GUIDELINES

APPENDICES

Page A-1

Specific Plan Boundary

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LL "Light Logistics" Permitted Uses

Currently in LL Category:

1. Agricultural Uses
2. Warehouses
3. Self-storage
4. Vehicle and container storage
5. Construction yards within, or immediately adjacent to approved construction sites
6. Cellular transmission facilities and structures
7. Public facilities

 **DRAFT**

To be Added:

8. Public Storage/Mini Warehousing w/Outdoor Storage (replace "self-storage")
9. Wholesale/storage/distribution
10. Nursery supplies
11. Building Contractor's Storage
12. Building Material and Equipment Supplies w/Outdoor Storage
13. Caretaker's Residence

Definitions:

Public Storage/Mini-Warehouses: Activities include mini-warehouse or recreational vehicle storage facilities for the rental or lease of small scale enclosed storage units or parking spaces to individuals, firms or organizations.

Light Wholesale, Storage and Distribution: Activities typically include: wholesale, storage, and warehousing services and storage and wholesale to retailers from the premises of finished goods.

Medium Wholesale, Storage and Distribution: Activities typically include: wholesale, storage and warehousing services, moving and storage services, storage and wholesaling to retailers from the premises of finished goods, and distribution facilities.

Heavy Wholesale, Storage and Distribution: Activities typically include: warehousing, storage, freight handling, shipping, trucking services and terminals; storage and wholesaling from the premises of unfinished, raw or semi-refined products. Typically uses include, but are not limited to, trucking firms, automotive storage or impound yards.

Agricultural/Nursery Supplies and Services: Activities typically include: tree services and plant materials and nursery/landscape services.

 **DRAFT**

Building Contractor's Storage Yards: Activities typically include: offices and storage of equipment materials, and vehicles for contractors who are in trades involving construction activities.

Building & Site Maintenance Services: Activities include maintenance and custodial services, including, but not limited to: window cleaning services, pool and landscape services, etc.

Caretaker's Residence: Where 24-hours on-site surveillance is necessary in conjunction with an industrial use, a caretaker's residence is permitted. A caretaker's residence shall not be used to establish a single-family residence in conjunction with a business.

Vehicle Storage: Includes the storage of vehicles used regularly in business operations and not available for sale on-site including but not limited to: overnight storage of trucks, trailers and containers, service vehicles, catering trucks, etc. inclusive of dispatching services. Uses include the storage of operable and inoperative vehicles, including impound yards.

Outdoor Storage: Any material, equipment or vehicle that is not stored within an enclosed structure. Outdoor storage is permitted, subject to the screening requirements of this Specific Plan.

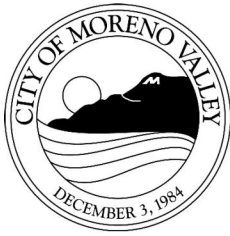
CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

- 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>mjd</i>

Report to City Council

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

FROM: Michelle Dawson, Assistant City Manager

AGENDA DATE: May 22, 2012

TITLE: TERMINATION OF CONCESSIONAIRE AGREEMENT WITH PACIFICA UNIVERSITY

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District:

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.

BACKGROUND

The Cottonwood Golf Course is owned by the Moreno Valley Community Services District. The golf course has always operated in the red, with expenses exceeding revenues by as much as \$350,000 per year. Cost savings measures taken by Parks and Community Services staff have effectively decreased expenditures at the golf course to the point that, in FY 2010/11, the net cost to the City to operate and maintain the golf course was approximately \$200,000.

In April, 2010, the City Council directed staff to work with a Golf Course Committee comprised of local golfers and residents to increase the viability of the Cottonwood Golf Course, including identifying ways to improve the marketing of the course. A request for proposals was prepared seeking vendors identifying ideas to partner with the City in

operating the golf course more effectively and efficiently. Four proposals were received and City staff and some members of the Golf Course Committee interviewed the proposers and unanimously selected Pacifica University to partner with the City and Community Services District (CSD) to operate and maintain the Cottonwood Golf Course. On July 12, 2011, the City Council, acting as the CSD Board, approved the concessionaire agreement with Pacifica University with an effective date of August 1, 2011.

The main provisions of the concessionaire agreement include the following:

- Pacifica will manage, operate, supervise, repair and maintain the golf course. Maintenance will include watering, mowing, aerating, and fertilizing;
- Pacifica will charge and collect fees for use of the golf course and lessons, those fees are to be established by the City Council;
- Pacifica will maintain the club house, pro shop, golf cart storage building, banquet facility, and restrooms;
- Pacifica will maintain all of the equipment and purchase necessary supplies;
- CSD will be responsible for major improvements such as parking lot repair, exterior restroom improvements, etc.;
- Pacifica will pay for all utilities;
- Pacifica shall design a fully enclosed driving range to the CSD's satisfaction and approval of the CSD; the CSD will install the driving range;
- Pacifica will keep all revenues for the first 3 years of the agreement; in years 4 and 5 Pacifica will remit to the CSD 10% of all revenues from green fees and sale of food, beverages, and golf products, as well as 50% of all revenues generated by the driving range.

The 5-year agreement is effective through July 31, 2016, with options to extend for up to 20 additional years. Either party may terminate the agreement upon 180 days' advance written notice without penalty or cause. Upon the occurrence of an event of default by Pacifica, the City/CSD may terminate the agreement with 30 days' notice.

DISCUSSION

It is City/CSD staff's experience that the relationship between the CSD and Pacifica has not worked out to the benefit of the City or the golfers. For example, the savings to the CSD that were anticipated with the implementation of the concessionaire agreement have not materialized. This is largely due to the fact that Pacifica retains all of the golf course revenues but has not paid the utilities in full. According to City Finance records, as of May 1, 2012, Pacifica owes the City approximately \$53,000 in unpaid utility bills. On April 24, 2012, the CSD Board voted 4-0 (President Stewart absent) finding Pacifica in breach of the Concessionaire Agreement and authorized the City Attorney to pursue all available remedies. In order to provide Pacifica with the maximum notification to relocate, staff recommends that the CSD Board terminate the concessionaire agreement without cause per Section 7.2 of the agreement and direct staff to provide

Pacifica University 180 days' advance written notice of the termination of the agreement.

Staff's understanding is that the Golf Course Committee, which participated in the selection of Pacifica to operate the golf course and remains very active at the course and aware of the conditions and operations, is in support of the recommendation to terminate the concessionaire agreement.

ALTERNATIVES

1. Terminate, without cause, the concessionaire agreement with Pacifica University, 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.

Staff recommends this alternative.

2. Not terminate, without cause, the concessionaire agreement with Pacifica University, not direct staff to provide Pacifica University 180 days' advance written notice of the termination of the agreement and not authorize staff to take all necessary actions to effect the removal of Pacifica University from the Cottonwood Golf Course.

Staff does not recommend this alternative.

FISCAL IMPACT

It was anticipated that the CSD would save approximately \$70,000 annually for each of the first two years when the concessionaire agreement with Pacifica University was implemented. These savings have not been realized and this amount will need to be paid out of Zone A fund balance.

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.

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

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

SUMMARY

In July, 2011, the City Council, acting as the Board of the Community Services District, approved a concessionaire agreement with Pacifica University to operate and maintain the Cottonwood Golf Course. It is City/CSD staff's experience that the relationship between the CSD and Pacifica has not worked out to the benefit of the City or the golfers. Staff is recommending that the CSD Board terminate, without cause, the concessionaire agreement with Pacifica University, 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.

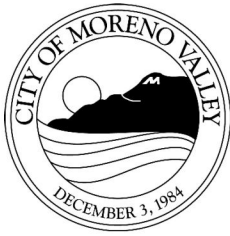
Prepared By:
Michelle Dawson
Assistant City Manager

Department Head Approval:
Michelle Dawson
Assistant City Manager

Concurred By:
Mike McCarty
Parks & Community Services Director

Concurred By:
Suzanne Bryant
Deputy City Attorney III

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



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Res</i>
CITY MANAGER	<i>VRG</i>

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: May 22, 2012

TITLE: 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

RECOMMENDED ACTION

Staff recommends 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.

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 with its NPDES Permit. 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.

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. City policy has been to hold a Public Meeting to allow the public opportunity to address City Council, though not required under Proposition 218.

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 following tables outline the services provided by each level of service, the current annual rates and the proposed annual rates. 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 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. **Staff recommends this alternative.**
2. Not conduct 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. **Staff does not recommend this alternative.**

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. For FY 2011/2012, 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

The recommended action furthers City Council goals by:

- **Revenue Diversification and Preservation** - The proposed “NPDES Regulatory Rate 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 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 accept public comments regarding the proposed NPDES regulatory rate schedule annual rates for Fiscal Year 2012/2013. Although state law, since the adoption of Proposition 218, does not mandate public hearings to consider charges, rates or fees already in place, such meetings 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. Therefore, the May 22, 2012 City Council meeting is designated as a Public Meeting for taking comments on the rates. A Public Hearing is scheduled for June 12, 2012, to consider the continuation of the existing levy of annual rates, including an adjustment for inflation on certain benefiting properties within the City as submitted in the NPDES Special Levy Report, unless previously approved by a majority of benefiting property owners through the Proposition 218 mail ballot proceeding process. Other than accepting public comments, no specific action is required of the City Council at the May 22, 2012, Public Meeting. *All specific actions to adopt the Resolution for continuation of the proposed rate will take place at the June 12, 2012, Public Hearing.*

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 is scheduled to be published on May 17, 2012, and again on May 24, 2012.

Prepared By
Phuong Hunter
Associate Environmental Engineer

Department Head Approval
Barry Foster
Community & Economic Development Director

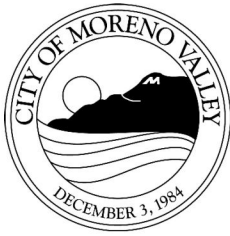
Concurred By
Kent Wegelin
Storm Water Program Manager

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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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: Thomas M. DeSantis, Interim Human Resources Director

AGENDA DATE: May 22, 2012

TITLE: 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

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2012-32; and
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.

ADVISORY BOARD/COMMISSION RECOMMENDATION

"Not applicable."

BACKGROUND

The City of Moreno Valley routinely hires temporary employees to serve in the classifications of Crossing Guard and Recreation Aide. The use of temporary employees to fill these positions allows the City to tailor its hiring practices to meet changing public service needs. CalPERS allows member agencies to exclude certain classifications from pension coverage, thereby providing additional flexibility to member agencies to augment permanent staff with temporary appointments.

DISCUSSION

This report recommends the City Council's adoption of a Resolution of Intention to modify the City of Moreno Valley's contract with CalPERS, and introduction of an Ordinance to effect this contract amendment.

Government Code Section 20471 requires a waiting period of at least 20 days between adoption of the Resolution of Intention and final adoption of an Ordinance amending the CalPERS contract. Staff will agendize final adoption of this ordinance in compliance with this process as specified by CalPERS.

This action will not affect the CalPERS membership of any temporary employee who is in a Crossing Guard or Recreation Aide position and who is already a member of CalPERS prior to the effective date of the contract amendment.

Part-time/Seasonal, Temporary Employees and Crossing Guards who are not eligible for CalPERS are required to contribute 7.5% of earnings to a PST "457" deferred compensation program. Contributions to this plan are made through payroll deduction.

ALTERNATIVES

The action of the City Council to approve the attached resolution and adopt the attached ordinance is consistent with the Fiscal Year 2011/12 MOUs with the Moreno Valley City Employees Association and Moreno Valley Confidential Management Employees.

FISCAL IMPACT

The recommended contract amendment will preclude employer costs which would otherwise be associated with CalPERS membership for temporary employees in the classifications of Crossing Guard and Recreation Aide.

CITY COUNCIL GOALS

The action of the City Council to approve the attached resolution and adopt the attached ordinance will contribute to one of the City Council's goals, i.e. "Positive Environment: Create a positive environment for the development of Moreno Valley's future."

ATTACHMENTS/EXHIBITS

1. Resolution of Intention to Adopt an Amendment to the CalPERS Contract.
2. Ordinance related to the amendment of the CalPERS Contract.
3. Sample of the CalPERS Contract Amendment to be signed upon receipt from CalPERS

Prepared and Approved By:

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:

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Resolution No. 2012-32

**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**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide for the exclusions of Crossing Guard and Recreation Aide hired on or after the effective date of this amendment to contract.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved

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. 2012-32 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 22nd day of May, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2012-32
Date Adopted: May 22, 2012

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

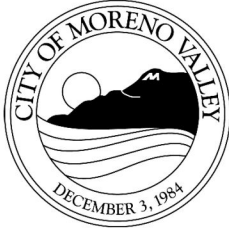
BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

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APPROVALS	
CITY ATTORNEY	<i>caf</i>
FINANCE DIRECTOR	<i>Rut</i>
CITY MANAGER	<i>msj</i>

Report to City Council

TO: Mayor and City Council acting in its capacity as the Legislative Body for Community Facilities District No. 7

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

AGENDA DATE: May 22, 2012

TITLE: DISSOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 7, IMPROVEMENT AREA NO. 2 OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council, acting as the legislative body of Community Facilities District No. 7 of the City of Moreno Valley 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.

ADVISORY COMMITTEE RECOMMENDATION

NA

BACKGROUND

On April 8, 2008, the City Council approved the Acquisition/Financing Agreement ("Agreement") among the City of Moreno Valley ("City"), acting on behalf of itself and Community Facilities No. 7 ("CFD No. 7" or "District") and FR/CAL Moreno Valley, LLC., First Industrial L.P., and FR/CAL Indian Avenue LLC. The Agreement sets forth the legal obligations among all parties regarding their participation in the formation of CFD No. 7, land use entitlements, description of the improvements to be acquired by the City, general guidelines for the construction bidding process, method of payments and ownership/transfers of the public improvements to the City of Moreno Valley and to Riverside County Flood Control District and Water Conservation District ("RCFCD").

On May 13, 2008, the City Council adopted the following resolutions for CFD No. 7:

- Resolution No. 2008-50 to approve the Boundary map showing the boundaries of CFD No. 7;
- Resolution No. 2008-51 to declare the intention to form the District and authorization to levy a special tax to finance the acquisition and construction of certain public improvements;
- Resolution No. 2008-52 to declare the necessity to incur a bonded indebtedness to be secured by special taxes to pay for the acquisition and construction of the defined public improvements;
- Resolution No. 2008-53 adopting a map showing the boundaries of territory proposed to be annexed in the future to CFD No. 7; and
- Resolution No. 2008-54 declaring intention to provide for future annexation of territory to CFD No. 7.

On June 24, 2008, the City Council conducted the Public Hearing and took the following actions:

- Approved and adopted Resolution No. 2008-82 forming and establishing Community Facilities District No. 7 of the City of Moreno Valley, designating improvement areas therein and authorizing submittal of the levy of special taxes within each improvement area;
- Approved and adopted Resolution No. 2008-83 determining the necessity to incur a bonded indebtedness for each improvement area of Community Facilities District No. 7 of the City of Moreno Valley;
- Approved and adopted Resolution No. 2008-84 declaring the results of a special election in such community facilities district;
- Approved and adopted Resolution No. 2008-85 authorizing the annexation of territory in the future to Community Facilities District No. 7 of the City of Moreno Valley; and
- Introduced Ordinance No. 777 authorizing the levy of a special tax in Improvement Area Nos. 1, 2, and 3 of such community facilities district.

A Joint Community Facilities Agreement (“RCFCD JCFA”) among the City of Moreno Valley, FR/CAL Moreno Valley, LLC., First Industrial L.P., and FR/CAL Indian Avenue LLC., and the RCFCD was entered into on September 1, 2009. The RCFCD JCFA provides specific requisites, among others, regarding the construction of the improvements, acquisition of the flood control facilities, maintenance, and indemnification stipulation for the property owners, the City, and RCFCD.

DISCUSSION

At the June 24, 2008, Public Hearing, City Council conducted the special election and formed CFD No. 7 to allow the property owner to finance public improvements through the issuance of CFD bonds. Ordinance No. 777 was introduced authorizing the levy of a special tax in CFD No. 7 to provide funding for any future bond issuance.

In an initial request submitted to the City on April 18, 2011, First Industrial L.P. (“Property Owner”) the sole property owner within Improvement Area No. 2, expressed the desire to initiate proceedings to dissolve Improvement Area No. 2 of CFD No. 7. The executed Request for and Consent to Dissolution was received by the City on March 21, 2012 and is included as an attachment to this staff report. As part of the request, the Property Owner has requested the dissolution of Improvement Area No. 2 along with the filing of an Amended Notice of Special Tax Lien to remove any special tax liens from the properties located within Improvement Area No. 2. No Bonds have been issued for Improvement Area No. 2 and no special taxes have been levied by the City.

If the Ordinance and the Amendment to the Notice of Special Tax Lien are approved by the City Council, the adoption of a Resolution to Repeal the Future Annexation Area 2 will be presented for Council consideration at a future meeting.

ALTERNATIVES

1. **Introduce** an ordinance ordering the dissolution of Improvement Area No. 2 and the recordation of an Amendment to the Notice of Special Tax Lien for CFD No. 7. *Removing Improvement Area No. 2 from the District will eliminate the use of CFD financing to fund the beneficial infrastructure for future development of the property.*
2. **Do not approve** and adopt the proposed ordinance. *This alternative may delay the development of the property.*

FISCAL IMPACT

There is no General Fund impact by the City Council’s introduction of the ordinance. The property owner shall continue to be responsible for cost related to the dissolution of Improvement Area No. 2 and the installation of any improvements as required through their conditions of approval.

CITY COUNCIL GOALS

Public Facilities and Capital Projects

The dissolution of the Improvement Area No. 2 will allow the property owner to fund the development of the necessary public improvements through alternative financing methods, once the special tax liens have been removed.

SUMMARY

In 2008, at the request of the property owners within CFD No. 7, the City Council adopted the necessary resolutions for the formation of CFD No. 7, Improvement Area Nos. 1, 2, and 3. The City Council also adopted Ordinance 777 authorizing the levy of a special tax within CFD No. 7. In March 2012, the Property Owner for parcels located

within Improvement Area No. 2 submitted an executed Request for and Consent to Dissolution to initiate proceedings to dissolve Improvement Area No. 2 of the CFD.

NOTIFICATION

N.A.

ATTACHMENTS

Attachment 1: Property Owner Request for and Consent to the Dissolution

Attachment 2: Map of the Boundaries of Community Facilities District No. 7 for Improvement Areas No. 1, 2, and 3

Attachment 3: CFD No. 7 Report

Attachment 4: An ordinance of the City Council of the City of Moreno Valley, California, acting as the legislative body of Community Facilities District No. 7 of the City of Moreno Valley, ordering the recordation of an Amendment to the Notice of Special Tax Lien

Attachment 5: Amendment to the Notice of Special Tax Lien

Prepared by:
Marshall Eyerman,
Special Districts Program Manager

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

Concurred by:
Candace Cassel,
Special Districts Division Manager

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

**CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 7**

**REQUEST FOR AND CONSENT TO DISSOLUTION OF
IMPROVEMENT AREA NO. 2 OF
COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY AND
ACKNOWLEDGEMENT AND WAIVER
RELATED THERETO**

TO: CITY COUNCIL
CITY OF MORENO VALLEY, CALIFORNIA

The undersigned does hereby CERTIFY under penalty of perjury, that the following statements are all true and correct:

PROPERTY OWNER ACKNOWLEDGEMENT AND REQUEST

1. The undersigned is a duly authorized representative of First Industrial, L.P. (the "Owner"), a Delaware limited liability company, the owner of that certain real property identified in Attachment A attached hereto and incorporated herein by this reference ("Owner's Property"), and is legally authorized to make the representations and the request, give the acknowledgments and the consents and provide the waivers contained herein on behalf of the Owner.

2. Owner has been informed and is aware of and understands that:

(a) In 2008 the City Council of the City of Moreno Valley (the "City"), acting pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (California Government Code Section 53311 and following) (the "Mello-Roos Act"), formed a community facilities district designated as Community Facilities District No. 7 ("CFD No. 7") and designated three improvement areas therein designated as Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3 (each, an "Improvement Area" and collectively, the "Improvement Areas"). Improvement Area No. 2, one of the three improvement areas designated for CFD No. 7, encompasses the Owner's Property.

(b) CFD No. 7 is authorized to levy special taxes (the "Special Taxes") within boundaries of Improvement Area No. 2 pursuant to the rate and method of apportionment thereof as set forth in the Notice of Special Tax Lien attached as Attachment B hereto (the "Notice of Special Tax Lien") and to issue bonds in a principal amount not to exceed \$3,500,000 to be secured by the levy of such Special Taxes (the "Improvement Area No. 2 Special Tax Bonds") for the purpose of financing certain facilities (the "Improvement Area No. 2 Improvements"). The Improvement Area No. 2 Improvements are described in Exhibit A to the Notice of Special Tax Lien. The Special Taxes have, however, never been levied within Improvement Area No. 2 and the Improvement Area No. 2 Special Tax Bonds have never been issued.

(c) The Owner and the City entered into the following agreements:

Attachment 1

(1) Amended and Restated Acquisition/Financing Agreement made and entered into by and among the City, on behalf of itself and CFD No. 7, and FR/Cal Moreno Valley, LLC, the Owner and FR/Cal Indian Avenue, LLC (the "AFA") which became effective on February 3, 2010;

(2) Joint Community Facilities Agreement by and among the City, the Riverside County Flood Control and Water Conservation District (the "Flood Control District"), FR/Cal Moreno Valley, LLC, the Owner and FR/Cal Indian Avenue, LLC, dated as of September 1, 2009 (the "JCFA"); and

(3) Area Drainage Plan Fee Agreement by and among the City, acting for and on behalf of itself and CFD No. 7; FR/Cal Moreno Valley, LLC; the Owner and FR/Cal Indian Avenue, LLC (the "ADP Agreement") which became effective on February 3, 2010; .

(d) Pursuant to the terms and conditions of the AFA, upon the formation of CFD No. 7 and the subsequent sale of the Improvement Area No. 2 Special Tax Bonds the proceeds of which are authorized to be utilized to acquire the Improvement Area No. 2 Improvements identified in Exhibit B-1 of the AFA and the Owner shall be entitled pursuant to the provisions of the AFA to be paid the Purchase Price (as defined in the AFA) for such Improvement Area No. 2 Improvements.

(e) Pursuant to the terms and conditions of the AFA and the JCFA, the Owner agrees to transfer to the Flood Control District each of the Improvement Area No. 2 Flood Control District Facilities (as defined in the JCFA) and CFD No. 7 agrees to pay the Purchase Price (as defined in the JCFA) for such Improvement Area No. 2 Flood Control District Facilities. The JCFA further provides that the Purchase Price of such Improvement Area No. 2 Flood Control District Facilities is to be paid solely from the proceeds of the Improvement Area No. 2 Special Tax Bonds sold and issued by CFD No. 7 for Improvement Area No. 2 and CFD No. 7 shall not be obligated to pay to Owner the Purchase Price for any such Flood Control District Facilities except from the proceeds of such the Improvement Area No. 2 Special Tax Bonds.

(f) Pursuant to the terms and conditions of the ADP Agreement, Owner is entitled to receive a credit against the Local Component (as defined in the ADP Agreement) of the ADP Fees (as defined in the ADP Agreement) applicable to the Owner's Property as a result of the participation of the Owner's Property in CFD No. 7 to finance the acquisition of the Improvement Area No. 2 Flood Control Facilities (as defined in the ADP Agreement) and Owner's obligation to construct such Improvement Area No. 2 Flood Control Facilities.

3. Owner, on behalf of itself and its members, successors and/or assigns, hereby irrevocably requests that the City dissolve Improvement Area No. 2 and any liens established by the recordation of the Notice of Special Tax Lien (the "Dissolution Request").

4. In making the Dissolution Request, the Owner, on behalf of itself and its members, successor and/or assigns:

(a) voluntarily and knowingly waives any and all Owner's rights and benefits to which Owner may be contractually entitled pursuant to the AFA including, but not limited to, payment by the City and/or CFD No. 7, of the Purchase Price for the Improvement Area No. 2

Street Improvements, or any portion thereof, from the proceeds of the Improvement Area No. 2 Special Tax Bonds or the Special Taxes or any other source of funds of the City and/or CFD No. 7 ("Owner's AFA Waiver");

(b) voluntarily and knowingly waives any and all Owner's rights and benefits to which Owner may be contractually entitled pursuant to the AFA and the JCFA including, but not limited to, payment by the City, CFD No. 7 and/or the County, of the Purchase Price for the Improvement Area No. 2 Flood Control Improvements, or any portion thereof, from the proceeds of the Improvement Area No. 2 Special Tax Bonds or the Special Taxes or any other source of funds of the City, CFD No. 7 and/or the County ("Owner's JCFA Waiver");

(c) voluntarily and knowingly waives any and all Owner's rights and benefits to which Owner may be contractually entitled pursuant to the ADP Agreement, but not limited to, a receipt of a credit against the Local Component or any portion of the ADP Fees applicable to the Owner's Property as a result of the participation of the Owner's Property in CFD No. 7 to the date of dissolution of Improvement Area No. 2 (the "Owner's ADP Agreement Waiver" and together with the Owner's AFA Waiver and the Owner's JCFA Waiver, the "Owner's Waivers");

(d) voluntarily and knowingly waives the obligation, if any, of the City and/or CFD No. 7 to issue the Improvement Area No. 2 Special Tax Bonds or to levy the Special Taxes within CFD No. 7;

(e) voluntarily and knowingly waives any protest, complaint or legal action of any nature whatsoever against the City and/or CFD No. 7 pertaining to the dissolution of Improvement Area No. 2 and any liens established by the recordation of the Notice of Special Tax Lien, the failure to issue the Improvement Area No. 2 Special Tax Bonds or to levy the Special Taxes, or any combination thereof.

(f) acknowledges and understands that the making of this Dissolution Request and the provision of Owner's Waivers and the subsequent dissolution of Improvement Area No. 2 and the dissolution of any liens established by the recordation of the Notice of Special Tax Lien, does not in any way whatsoever absolve, terminate, extinguish, reduce or otherwise modify the obligation of the Owner or any successor or assign of the Owner as the owner of the Owner's Property to construct the public improvements required by the City, the County or any other public agency as a condition of approval of the development of the Owner's Property.

5. Owner has had a reasonable opportunity to consult with and to be advised by Owner's legal counsel regarding the matters contained in this document and the attachments hereto.

This REQUEST FOR AND CONSENT TO DISSOLUTION OF IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 7 AND ACKNOWLEDGEMENT AND WAIVER was executed this 6th day of March, 2012 in EL SEGUNDO, California.

First Industrial, L.P., a Delaware limited liability company

By First Industrial Realty Trust, Inc., a Maryland corporation and its sole general partner

By: Jeffrey S S

Name: JEFFREY S. EVANS

Its: Operations Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 3/6/12 before me, Linda M. Bauer, Notary Public
Date Here Insert Name and Title of the Officer

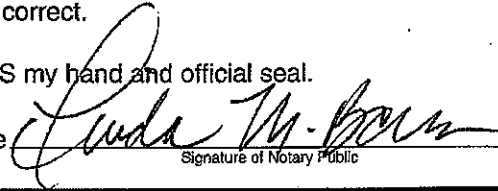
personally appeared Jeffrey S. Evans
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature



Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer --- Title(s): _____
- Partner --- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer --- Title(s): _____
- Partner --- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

ATTACHMENT A

DESCRIPTION OF OWNER'S PROPERTY

Owner's Property is that real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

Assessor's Parcel No.

316-200-003

316-200-009

316-200-010

316-200-011

316-200-012

316-200-013

316-200-014

316-200-018

316-200-028

316-200-029

ATTACHMENT B
NOTICE OF SPECIAL TAX LIEN

WHEN RECORDED, RETURN TO:

CITY CLERK
 City of Moreno Valley
 14177 Frederick Street
 P.O. Box 88005
 Moreno Valley, CA 92552-0805



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**NOTICE OF SPECIAL TAX LIEN
 COMMUNITY FACILITIES DISTRICT NO. 7 OF
 THE CITY OF MORENO VALLEY
 IMPROVEMENT AREA NO. 2**

59
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Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code, the undersigned CITY CLERK of the CITY OF MORENO VALLEY, acting on behalf of COMMUNITY FACILITIES DISTRICT NO. 7 (the "District"), HEREBY GIVES NOTICE that a lien is hereby imposed on taxable property within Improvement Area No. 2 of the District to secure payment of a special tax which the City Council of the City of Moreno Valley, County of Riverside (the "County"), State of California, is authorized to annually levy for the following purpose:

To pay directly for the types of facilities described in Exhibit A attached hereto and incorporated herein by this reference, to pay debt service on bonds issued to finance the acquisition or construction of such public facilities, to replenish any reserve fund established for such bonds, and to pay the costs of administering such bonds and the District.

The special tax is authorized to be levied within Improvement Area No. 2 of the District and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate and method of apportionment of the authorized special tax is as shown on the attached referenced and incorporated Exhibit "B." The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes; provided, however, the District may utilize a direct billing procedure for any special taxes that cannot be collected on the County tax roll or may, by resolution, elect to collect the special taxes at a different time or in a different manner if necessary to meet its financial obligations. Conditions under which the obligation to pay the

special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are set forth in Exhibit "B."

Notice is further given that upon the recording of this notice in the Office of the County Recorder, the obligation to pay the special tax levy shall become a lien upon all non-exempt real property within Improvement Area No. 2 of the District in accordance with Section 3115.5 of the Streets and Highways Code.

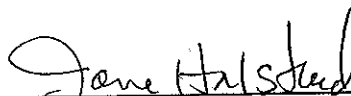
The (a) names of the owner(s) of the real property included within Improvement Area No. 2 of the District as they appear on the last secured assessment roll as of the date of recording of this Notice and (b) the Assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included within the District are as set forth on the attached, referenced and incorporated Exhibit "C."

Reference is made to the boundary map of the District recorded on May 16, 2008 at Book 73, Pages 6-8, Document No. 2008-0265595 of Maps of Assessment and Community Facilities Districts in the Office of the County Recorder for the County of Riverside, State of California, which map is now the final boundary map of the District.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the following designated person:

SPECIAL DISTRICTS DIVISION,
PUBLIC WORKS DEPARTMENT
CITY OF MORENO VALLEY
14325 FREDERICK STREET, SUITE 9
MORENO VALLEY, CA 92553
(951) 413-3480

DATED: 7/8/08



CITY CLERK
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

**COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY
IMPROVEMENT AREA NO. 2
NOTICE OF SPECIAL TAX LIEN
EXHIBIT A**

**DESCRIPTION OF FACILITIES
(IMPROVEMENT AREA NO. 2)**

The Facilities proposed to be financed by the District within Improvement Area No. 2 include the following:

Improvement Area No. 2 Improvements:

Facilities to be financed from the proceeds of Bonds issued for Improvement Area No. 2 (the "Improvement Area No. 2 Improvements") include the following subject to modification based upon the City's final conditions of approval of the Improvement Area No. 2 Street Improvements or the final approval of the plans and specifications therefore or the Flood Control District's final conditions of approval of the Improvement Area No. 2 Flood Control Facilities or the final approval of the plans and specifications therefor:

Improvement Area No. 2 Flood Control Facilities: the Master Plan storm drain facilities identified as Perris Valley Laterals B-1 and B-1.2, including all appurtenant box culverts and laterals.

Improvement Area No. 2 Street Improvements:

Nandina Avenue to First Industrial Property Line - The components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.

**COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY
IMPROVEMENT AREA NO. 2
NOTICE OF SPECIAL TAX LIEN
EXHIBIT B**

**RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAX
IMPROVEMENT AREA NO. 2**

(see attached)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 2 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 2") each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. All of the real property within IA No. 2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 2 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 2, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 2 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 2.

"Annexed Property" means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 2.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 2.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

“Bonds” means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

“Boundary Map” means the “Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California,” filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

“Building Permit” means a permit for new construction for a non-residential structure. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 2.

“CFD No. 7” means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

“City” means the City of Moreno Valley.

“City Council” means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

“County” means the County of Riverside.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor’s Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

“Exempt Property” means all Assessor’s Parcels within IA No. 2 which are exempt from the Special Taxes pursuant to law or Section I herein.

“Facilities” means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

“Final Map” means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Future Annexation Area” means all Assessor’s Parcels within the future annexation area of IA No. 2 as determined by reference to the boundary map entitled “Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California,” filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

“Goals and Policies” means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

“Improvement Area No. 2” or “IA No. 2” means the area within CFD No. 7 designated as Improvement Area No. 2 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

“Indenture” means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

“Partial Prepayment Amount” means the amount required to prepay a portion of the Special Tax obligation for an Assessor’s Parcel, as described in Section G.

“Prepayment Amount” means the amount required to prepay the Special Tax obligation in full for an Assessor’s Parcel, as described in Section F.

“Proportionately” means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Public Property.

“Provisional Property” means all Assessor’s Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

“Public Property” means any property within the boundaries of IA No. 2 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

“Special Tax” means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

“Special Tax Requirement” means the amount required in any Fiscal Year for IA No. 2 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less (vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

“Taxable Property” means all Assessor’s Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

"Taxable Public Property" means all Assessor's Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

B. CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

C. MAXIMUM SPECIAL TAXES

1. Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to \$8,287 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 2 of CFD No.7. Once Annexed Property exists within IA No. 2 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

- 1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 2 (\$8,287 per Acre) by the minimum taxable Acreage originally established for IA No. 2 as defined in Section I (33.89 Acres).

$$[\$8,287 \times 33.89 = \$280,846]$$

- 2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2.

- 3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

$$[\$280,846 - \text{Step 2 result}] / 33.89 =$$

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

2. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.

D. Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 2, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the amount of Bonds that may be issued will be recalculated and shall not exceed an amount in which the Maximum Special Taxes that could be levied on Taxable Property within IA No. 2 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 33.89 Acres, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

- Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section F:

“Facilities Costs” means either \$1.73 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 2 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.

“Construction Inflation Index” means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.

“Improvement Fund” means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

“Outstanding Bonds” means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor’s Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor’s Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor’s Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor’s Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor’s Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
<u>less</u>	<u>Capitalized Interest Credit</u>
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.
2. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.
3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 2 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.
6. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."
7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.
8. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.
9. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than \$0.
12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").
13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

G. PARTIAL PREPAYMENT OF SPECIAL TAX

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_F = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 2 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.

I. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 33.89 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

J. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

K. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

Exhibit A

**IMPROVEMENT AREA NO. 2 OF
 CITY OF MORENO VALLEY CFD NO. 7
 MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY ⁽¹⁾**

Year After Formation	Maximum Special Tax per Acre
1	\$674
2	\$681
3	\$689
4	\$697
5	\$707
6	\$718
7	\$729
8	\$742
9	\$757
10	\$773
11	\$791
12	\$812
13	\$835
14	\$862
15	\$893
16	\$928
17	\$970
18	\$1,019
19	\$1,077
20	\$1,148
21	\$1,235
22	\$1,345
23	\$1,487
24	\$1,678
25	\$1,947
26	\$2,352
27	\$3,029
28	\$4,386
29	\$8,466

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.50%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

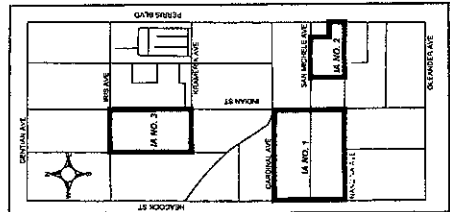
**COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY
IMPROVEMENT AREA NO. 2
EXHIBIT C
NOTICE OF SPECIAL TAX LIEN**

PROPERTY OWNER LIST

<u>APN</u>	<u>OWNER</u>
316-200-003	MICHAEL E MALCOM
316-200-009	M4 MANAGEMENT INC
316-200-010	M4 MANAGEMENT INC
316-200-011	GEORGE R ACOSTA
316-200-012	FR CAL NANDINA
316-200-013	MARTIN COVARRUBIAS & GALDINA COVARRUBIAS
316-200-014	GEORGE SCHOFHAUSER & JAY ANN SCHOFHAUSER
316-200-018	SOMCHIT CABE
316-200-028	BRUCE HALE & LISA HALE
316-200-029	HARLEY R KNOX

06/11/12 09:01
 RECEIVED
 WORKING OFFICE
 CITY OF MORENO VALLEY

MAP OF PROPOSED BOUNDARIES OF
COMMUNITY FACILITIES DISTRICT NO. 7
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



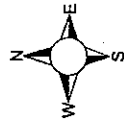
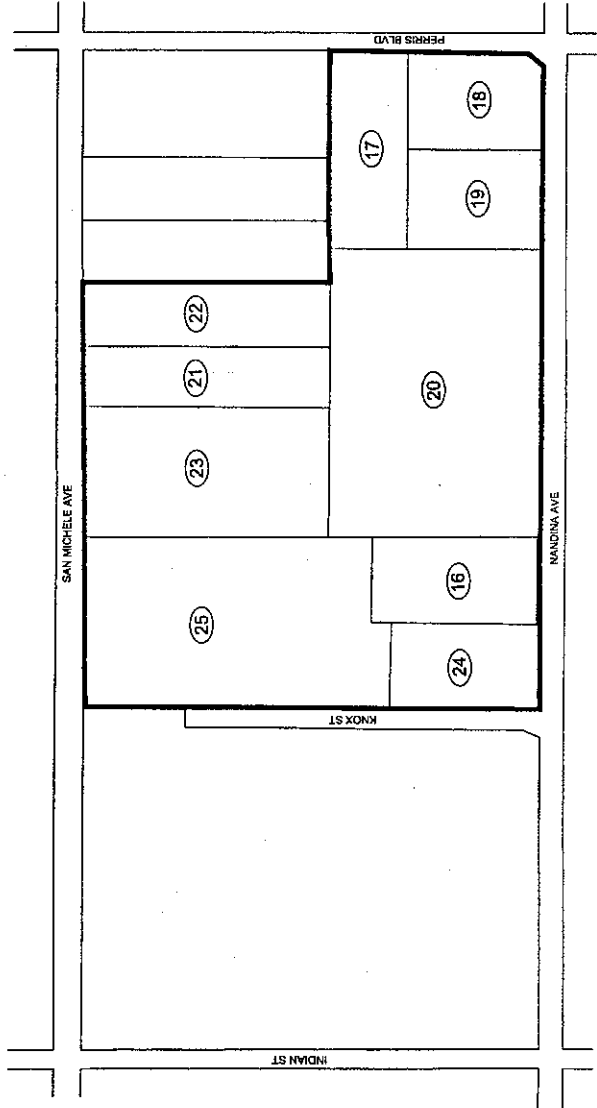
Locality Map

MAP REF. NO.	ASSESSOR'S PARCEL NO.
1	316-173-000
2	316-173-001
3	316-173-002
4	316-173-003
5	316-173-004
6	316-173-005
7	316-173-006
8	316-173-007
9	316-173-008
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11	316-173-010
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13	316-173-012
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419	316-173-418

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SHEET 2 OF 3

MAP OF PROPOSED BOUNDARIES OF
 COMMUNITY FACILITIES DISTRICT NO. 7
 CITY OF MORENO VALLEY
 COUNTY OF RIVERSIDE
 STATE OF CALIFORNIA



MAP REF. NO.	ASSESSOR'S PARCEL NO.
16	316-200-003
17	316-200-009
18	316-200-010
19	316-200-011
20	316-200-012
21	316-200-013
22	316-200-014
23	316-200-018
24	316-200-028
25	316-200-029

- LEGEND FOR SHEET 2**
- IMPROVEMENT AREA NO. 2 (IA NO. 2) BOUNDARY
 - ① MAP REFERENCE NUMBER

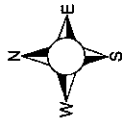
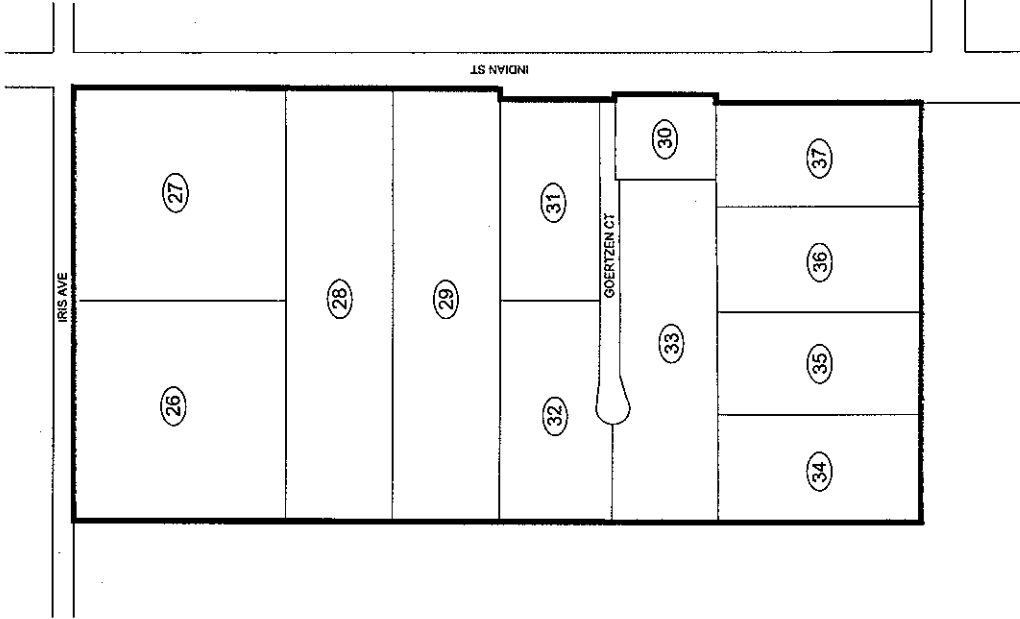


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SHEET 3 OF 3

MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



LEGEND FOR SHEET 3

— IMPROVEMENT AREA NO. 3 (A NO. 3) BOUNDARY

① MAP REFERENCE NUMBER

MAP REF NO.	ASSESSOR'S PARCEL NO.
26	316-020-002
27	316-020-003
28	316-020-004
29	316-020-005
30	316-020-012
31	316-020-013
32	316-020-014
33	316-020-015
34	316-020-016
35	316-020-017
36	316-020-018
37	316-020-019



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City of Moreno Valley

Community Facilities District No. 7

Community Facilities District Report



June 24, 2008



Corporate Office

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Office Locations

Anaheim, CA
Oakland, CA
Lancaster, CA
Temecula, CA

Orlando, FL
Phoenix, AZ
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Seattle, WA

www.muni.com

Attachment 3

TABLE OF CONTENTS

INTRODUCTION.....	1
A. Boundaries of CFD No. 7	1
B. Boundaries of Future Annexation Areas	2
C. Description of Facilities	3
D. Rate and Method of Apportionment of Special Tax	6
E. Conclusion	12
EXHIBIT A – DESCRIPTION OF BOUNDARIES	A-1
EXHIBIT B – COST ESTIMATES.....	B-1
EXHIBIT C – IMPROVEMENT AREA NO. 1 RMA	C-2
EXHIBIT D – IMPROVEMENT AREA NO. 2 RMA	D-1
EXHIBIT E – IMPROVEMENT AREA NO. 3 RMA	E-1

Introduction

WHEREAS, the City Council of the City of Moreno Valley ("City"), in the County of Riverside and State of California, did, pursuant to the terms and provisions of Chapter 2.5 of Part 1, of Division 2, of Title 5 of the Government Code of the State of California commencing with Section 53311, as amended ("Act"), and specifically Section 53321.5 thereof, expressly order the filing of a written Community Facilities District Report ("Report") with the City for a proposed community facilities district, which shall be referred to as Community Facilities District No. 7 of the City of Moreno Valley, (hereinafter referred to as "CFD No. 7"); and

WHEREAS, the Report generally contains the following:

- ♦ A brief description of the Facilities by type, which are authorized to be funded through CFD No. 7 and necessary to meet increased demands and needs placed upon the City or the Riverside County Flood Control and Water Conservation District ("Flood Control District") as a result of development within CFD No. 7;
- ♦ An estimate of the cost of financing such Facilities, including incidental expenses, determination of the amount of any Special Tax, collection of any Special Tax, and all other related costs as provided for in Section 53345.3 of the Act; and
- ♦ The Rate and Method of Apportionment of the Special Tax ("RMA") for each Improvement Area within CFD No. 7 in sufficient detail to allow each property owner within CFD No. 7 to calculate the Maximum Special Tax that may be levied against their property.

For particulars, reference is made to the Resolution of Intention, Resolution No. 2008-51 as previously approved by the City. All capitalized terms not defined herein are defined within the RMA for each Improvement Area and the Resolution of Intention.

NOW THEREFORE MuniFinancial, the appointed responsible firm directed to prepare the Report, pursuant to the provisions of the Act, does hereby submit the following:

A. Boundaries of CFD No. 7

The boundaries of CFD No. 7 are divided into three separate improvement areas identified as Improvement Area No. 1, Improvement Area No. 2, and Improvement Area No. 3.

1. Improvement Area No. 1

Improvement Area No. 1 is an industrial area that encompasses a territory of land (approximately 151.45 acres) generally located north of Nandina Avenue, south of Cardinal Avenue, east of Heacock Street, and west of Indian Street and includes fifteen (15) parcels divided into two zones, Zone 1 and Zone 2. As of the writing of this Report, the parcels within this development are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers 316-170-001, 316-170-002, 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-014, 316-180-002, 316-180-003, 316-180-005, 316-180-006, 316-180-008, 316-180-009, and 316-180-010.

2. Improvement Area No. 2

Improvement Area No. 2 is an industrial area that encompasses a territory of land (approximately 38.99 acres) generally located east of Improvement Area No. 1 (north of Nandina Avenue, east of Knox Street, west of Perris Boulevard, and south of San Michele Avenue) and includes ten (10) parcels. As of the writing of this Report, the parcels within this development are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers 316-200-003, 316-200-009 through 316-200-014, 316-200-018, and 316-200-028 through 316-200-029.

3. Improvement Area No. 3

Improvement Area No. 3 is an industrial area that encompasses a territory of land (approximately 74.88 acres) generally located north of Improvement Area No. 1 (north of Krameria Road, south of Iris Avenue, and west of Indian Street) and includes twelve (12) parcels. As of the writing of this Report, the parcels within this development are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers 316-020-002 through 316-020-005, and 316-020-012 through 316-020-019.

The boundaries of CFD No. 7 include all properties and parcels on which a Special Tax may be levied to pay for the costs and expenses of the authorized Facilities.

A reduced scale map entitled "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California" is set forth in Exhibit A attached hereto, and incorporated herein by this reference. A full-scale map is on file in the Office of the City Clerk of the City and has been recorded with the County Recorder.

B. Boundaries of Future Annexation Areas

The boundary of the Future Annexation Areas of CFD No. 7 includes all properties and parcels whose runoff is tributary to the Flood Control District Facilities proposed to be financed through the CFD, and which may be subject to the Area Drainage Plan ("ADP") fees once developed or redeveloped. The Future Annexation Areas of CFD No. 7 are composed of three distinct and separate boundaries, which correspond to each of the three Improvement Areas and their related storm drain facilities.

1. Future Annexation Area of Improvement Area No. 1

The Future Annexation Area related to Improvement Area No. 1 (FIA No. 1) of CFD No. 7 encompasses two noncontiguous territories of land, totaling approximately 206.16 acres. One of the two territories is generally located north of Cardinal Avenue, east of Heacock Street, and west of the Perris Valley Storm Drain. The second of the two territories is generally located south of Nandina Avenue, west of Indian Street, and north of Oleander Avenue. Collectively, FIA No. 1 includes sixteen (16) parcels. As of the writing of this Report, the parcels within FIA No. 1 are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers: 316-100-013, 316-100-045, 316-210-005 through 316-210-008, 316-210-010, 316-210-011, 316-210-019, 316-210-020, 316-210-026, 316-210-051, 316-210-055, 316-210-057, 316-210-069 and 316-210-077.

2. Future Annexation Area of Improvement Area No. 2

The Future Annexation Area related to Improvement Area No. 2 (FIA No. 2) of CFD No. 7 encompasses two noncontiguous territories of land, totaling approximately 122.83 acres. One of the two territories is generally located east of Indian Street, west of Perris Boulevard, north of Nandina Avenue, and south of the Perris Valley Storm Drain. The second of the two territories is generally located south of Nandina Avenue, north of Grove View Drive, west of Perris Boulevard, and east of Indian Street. Collectively, FIA No. 2 includes twenty-four (24) parcels. As of the writing of this Report, the parcels within FIA No. 2 are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers: 316-190-009, 316-190-011, 316-190-012, 316-190-017, 316-190-018, 316-190-022 through 316-190-025, 316-190-030, 316-190-035 through 316-190-037, 316-190-043, 316-190-044, 316-200-001, 316-200-015, 316-200-019, 316-200-030, 316-200-031 and 316-210-035 through 316-210-038.

3. Future Annexation Area of Improvement Area No. 3

The Future Annexation Area related to Improvement Area No. 3 (FIA No. 3) of CFD No. 7 encompasses two noncontiguous territories of land, totaling approximately 206.16 acres. One of the two noncontiguous territories is generally located northeast of the Perris Valley Storm Drain, south of Krameria Avenue, and west of Indian Street, but also including 3 parcels east of Indian Street. The second of the two territories is generally located south of Genetian Avenue, north of Krameria Avenue, west of Indian Street, and east of Emma Lane. Collectively, FIA No. 3 includes thirty-three (33) parcels. As of the writing of this Report, the parcels within FIA No. 3 are identified by the Riverside County Assessor's Office as Assessor's Parcel Numbers: 316-020-020 through 316-020-027, 316-030-001 through 316-030-010, 316-030-016 through 316-030-019, 316-100-010, 316-100-028, 316-100-030, 316-110-003, 316-110-020, 316-110-021, 485-220-012, 485-220-014, 485-220-023, 485-220-028 and 485-220-032.

A reduced scale map entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California" is set forth in Exhibit A attached hereto, and incorporated herein by this reference. A full-scale map is on file in the Office of the City Clerk of the City and has been recorded with the Riverside County Recorder.

C. Description of Facilities

CFD No. 7 is being formed to finance facilities authorized by the Act and necessary to meet increased demands and needs placed upon the City or the Flood Control District as a result of development within CFD No. 7. The facilities authorized for CFD No. 7 are generally described as the Improvement Area No. 1 Improvements, Improvement Area No. 2 Improvements, and Improvement Area No. 3 Improvements (collectively the "Facilities"), set forth in the following sections of this Report. The storm drain facilities will be owned by the Flood Control District and a Joint Community Facilities Agreement will be executed between the City and the Flood Control District as part of these proceedings. A detailed cost estimate of the Facilities is provided in Exhibit B attached hereto and incorporated herein by this reference.

1. Improvement Area No. 1 Improvements:

Improvements to be financed from the proceeds of bonds issued for Improvement Area No. 1 (the "Improvement Area No. 1 Improvements") include the following, subject to modification based upon the City's final conditions of approval of the Improvement Area No. 1 Street Improvements (as defined below) or the final approval of the Plans and Specifications, or the Flood Control District's final conditions of approval of the Improvement Area No. 1 Flood Control Facilities (as defined below) or the final approval of the plans and specifications.

a. Improvement Area No. 1 Street Improvements:

1. Nandina Avenue will be improved from Heacock Street to Indian Street – North Side – the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (at the intersections of Indian Street/Nandina Avenue), striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
2. Heacock Street will be improved from Nandina Street to Komar Property Line – the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (as the intersection of Heacock Street and San Michele Avenue), local depressions and catch basins.
3. Traffic signal installation at the intersection of Indian Street and San Michele Avenue.

b. Improvement Area No. 1 Flood Control Facilities:

The Master Plan storm drain facilities identified as Perris Valley Lateral B-3a through B-3g and Lateral B-3.2, including all appurtenant box culverts, appurtenant laterals, and utility relocations necessary to implement the work.

2. Improvement Area No. 2 Improvements:

Improvements to be financed from the proceeds of bonds issued for Improvement Area No. 2 (the "Improvement Area No. 2 Improvements") include the following subject to modification based upon the City's final conditions of approval of the Improvement Area No. 2 Street Improvements (as defined below) or the final approval of the Plans and Specifications, or the Flood Control District's final conditions of approval of the Improvement Area No. 2 Flood Control Facilities (as defined below) or the final approval of the plans and specifications.

a. Improvement Area No. 2 Street Improvements:

Nandina Avenue to First Industrial Property Line - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.

b. Improvement Area No. 2 Flood Control Facilities:

The Master Drainage Plan for storm drain facilities identified as Perris Valley Laterals B-1 and B-1.2, including all appurtenant box culverts and laterals.

3. Improvement Area No. 3 Improvements:

Improvements to be financed from the proceeds of bonds issued for Improvement Area No. 3 ("Improvement Area No. 3 Improvements") include the following subject to modification based upon the City's final conditions of approval of the Improvement Area No. 3 Street and Utility Improvements (as defined below) or the final approval of the Plans and Specifications, or the Flood Control District's final conditions of approval of the Improvement Area No. 3 Flood Control Facilities (as defined below) or the final approval of the plans and specifications.

a. Improvement Area No. 3 Street Improvements:

1. Indian Street from Iris Avenue to Krameria Avenue - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (at the intersections of Indian Street and Iris Avenue and Indian Street and Krameria Avenue) striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
2. Iris Avenue from Street "A" to Indian Street - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, traffic signals and appurtenances (at the intersections of Iris Avenue and Future Street) striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
3. Street "A" from Iris Avenue to Krameria Avenue - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.
4. Krameria Avenue from Indian Street to Street "A" - the components of this Street Improvement will include but not be limited to curb and gutter, sidewalk, structural section and paving of roadways, street lighting, striping, signage, ADA ramps, drive aprons, local depressions and catch basins.

b. Improvement Area No. 3 Utility Improvements:

Undergrounding of overhead utilities adjacent to or in the Street Improvements for Indian Street described above.

c. Improvement Area No. 3 Flood Control Facilities:

The Master Drainage Plan for storm drain facilities identified as Sunnymead Line D-1, including all appurtenant box culverts and laterals.

D. Rate and Method of Apportionment of Special Tax

The Resolution of Intention sets forth the RMA for each Improvement Area within CFD No. 7, which allows each property owner within CFD No. 7 to calculate the maximum annual amount that would be required for payment if a Special Tax were levied. **The information detailed in this section is a general summary of the RMA for each Improvement Area within CFD No. 7, and is not intended to be, nor interpreted as, complete or authoritative versions of the RMA for each Improvement Area.** The RMAs related to Improvement Area No. 1, Improvement Area No. 2, and Improvement Area No. 3 are set forth in Exhibits C, D, and E, respectively, attached hereto, and incorporated herein by this reference. Defined terms in section D of this report are used as defined per the respective RMAs.

Maximum Special Taxes

A. Improvement Area No. 1

1. Zone 1

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property within Zone 1 shall be subject to a Maximum Special Tax equal to \$7,999 per Acre. The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to Improvement Area No. 1 (IA No. 1), or if there is an adjustment to the Special Tax in accordance with Section D of the RMA for IA No. 1. The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 1, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 1 (\$7,999 per Acre) by the minimum taxable Acreage originally established for Zone 1 (47.92 Acres).

$$[\$7,999 \times 47.92 = \$383,312]$$

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3 of the RMA for IA No. 1.

3) The new Maximum Special Tax for Taxable Property within Zone 1 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 49.44%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 1 (47.92 Acres), exclusive of Annexed Property.

$$[\$383,312 - (\text{Step 2 result} \times 0.4944)] / 47.92 =$$

Maximum Special Tax per Acre for Taxable Property within Zone 1

2. Zone 2

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property within Zone 2 shall be subject to a Maximum Special Tax equal to \$4,750 per Acre. The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 1, or if there is an adjustment to the Special Tax in accordance with Section D of the RMA for IA No. 1. The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 2, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 2 (\$4,750 per Acre) by the minimum taxable Acreage for Zone 2 (82.53 Acres).

$$[\$4,750 \times 82.53 = \$392,018]$$

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3 of the RMA for IA No. 1.

3) The new Maximum Special Tax for Taxable Property within Zone 2 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 50.56%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 2 (82.53 Acres), exclusive of Annexed Property.

$$[\$392,018 - (\text{Step 2 result} \times 0.5056)] / 82.53 =$$

Maximum Special Tax per Acre for Taxable Property within Zone 2

3. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A of the RMA for IA No. 1, which is attached as Exhibit C and incorporated herein by reference.

B. Improvement Area No. 2**1. Taxable Property**

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to \$8,287 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to Improvement Area No. 2 (IA No. 2) of CFD No.7. Once Annexed Property exists within IA No. 2 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 2 (\$8,287 per Acre) by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

$$[\$8,287 \times 33.89 = \$280,846]$$

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2 of the RMA for IA No. 2.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

$$[\$280,846 - \text{Step 2 result}] / 33.89 =$$

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

2. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A of the RMA for IA No. 2, which is attached as Exhibit D and incorporated herein by reference.

C. Improvement Area No. 3

1. Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to \$5,769 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to Improvement Area No. 3 (IA No. 3) of CFD No.7. Once Annexed Property exists within IA No. 3 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 3 (\$5,769 per Acre) by the minimum taxable Acreage originally established for IA No. 3 (65.19 Acres).

$$[\$5,769 \times 65.19 = \$376,081]$$

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2 of the RMA for IA No. 3.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 3 (65.19 Acres).

$$[\$376,081 - \text{Step 2 result}] / 65.19 =$$

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property



2. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A of the RMA for IA No. 3, which is attached as Exhibit E and incorporated herein by reference.

Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, for each respective Improvement Area, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property within the applicable Improvement Area, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) for the applicable Improvement Area identified herein in order to comply with the Goals and Policies. If a mandatory Special Tax reduction is implemented, the same percent reduction shall be applied to the Maximum Special Tax for each Zone, if applicable, exclusive of the Maximum Special Tax for Annexed Property, and the City Council shall cause an "Amended Notice of Special Tax Lien" to be recorded in compliance with the Act. The amount of Bonds that may be issued for the applicable Improvement Area will be recalculated and shall not exceed an amount, in which, the Maximum Special Taxes that could be levied on Taxable Property within the applicable Improvement Area in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds associated with such Improvement Area.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property within the applicable Improvement Area to less than the amount identified in Section I of the applicable RMA for such Improvement Area, then a mandatory prepayment must be made in accordance with the Prepayment provisions as set forth under Sections F and G of the RMA for the applicable Improvement Area. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

Method of Apportionment

Special Taxes within each Improvement Area shall be levied to satisfy each Improvement Area's respective Special Tax Requirement, in accordance with the following procedures. Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property within each Improvement Area, independent of the other two Improvement Areas, until the total amount of Special Taxes levied within such Improvement Area equals the applicable Special Tax Requirement in accordance with the following steps:

- Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Prepayment of Special Tax

The Special Tax obligation of an Assessor's Parcel of Taxable Property within CFD No. 7 may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula:

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
<u>less</u>	<u>Capitalized Interest Credit</u>
equals	Prepayment Amount

The Special Tax obligation of an Assessor's Parcel of Taxable Property may also be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

- PP = the Partial Prepayment Amount.
- P_F = the Prepayment Amount calculated above.
- F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.
- A = Administrative Fees

Termination of Special Tax

For each Fiscal Year that any Bonds are outstanding for the applicable Improvement Area, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within such Improvement Area. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year

Exemptions

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property within Improvement Area No. 1 to less than 47.92 Acres within Zone 1, or to less than 82.53 Acres within Zone 2; within Improvement Area No. 2, to less than 33.89 Acres; and within Improvement Area No. 3, to less than 65.19 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the applicable Maximum Special Tax. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the applicable Maximum Special Tax.

E. Conclusion

Based on information provided by, and discussions with, the City, Flood Control District, and the property owners, the Facilities are authorized to be financed by the Act and are necessary as a result of development occurring within the boundaries of CFD No. 7. Further, it is my opinion that the Special Taxes per the RMAs for Improvement Area No. 1, Improvement Area No. 2, and Improvement Area No. 3 as set forth in Exhibits C, D, and E, respectively, are equitable and are not discriminatory or arbitrary and permits a purchaser of property subject to the Special Tax sufficient means of determining their obligation.

MuniFinancial



By: Chris Fisher, Principal Consultant

Exhibit A – Description of Boundaries

Boundaries of CFD No. 7

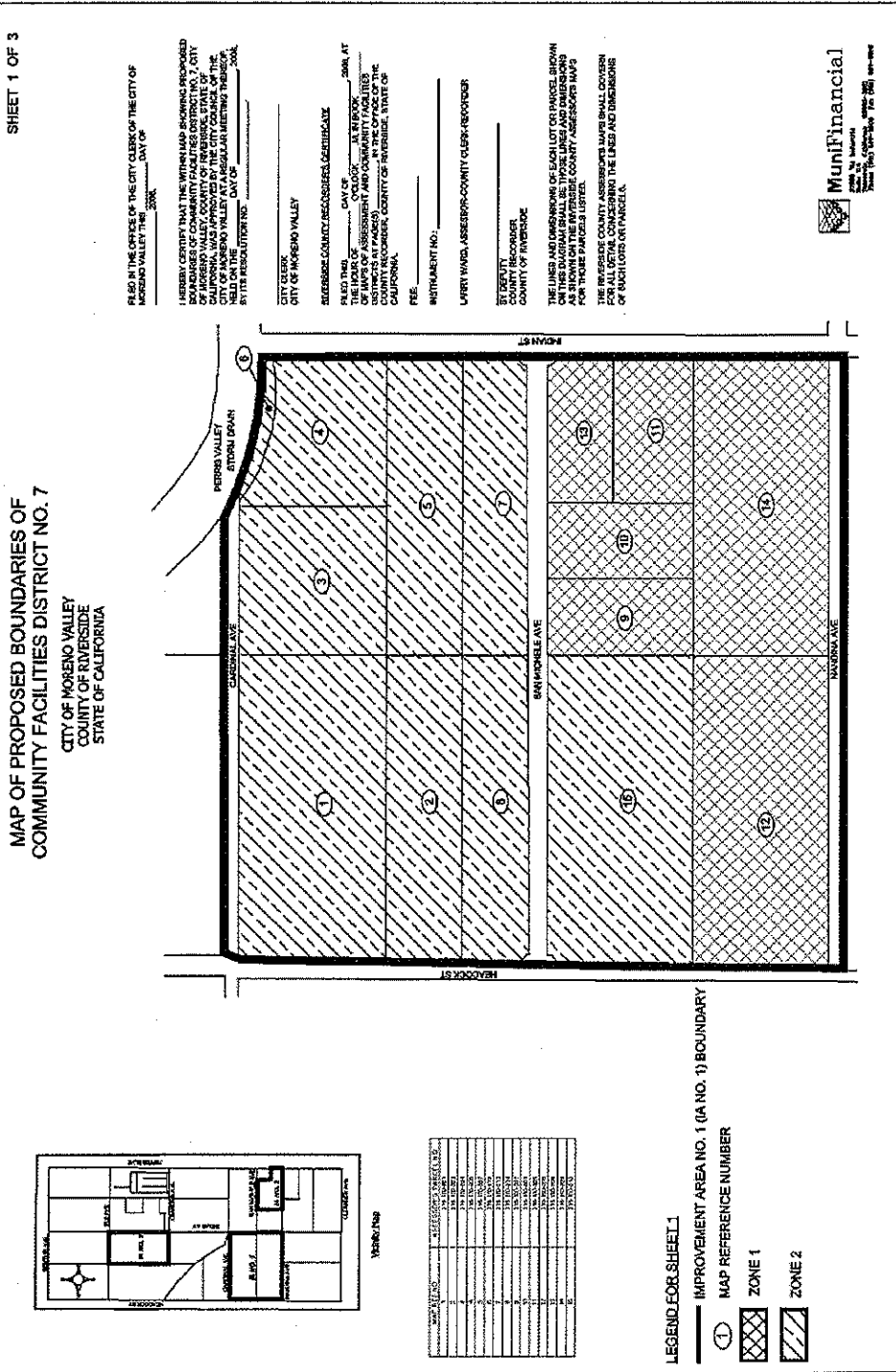
The boundaries of CFD No. 7 is comprised of three separate Improvement Areas which will be shown on that certain map to be kept on file in the Office of the City Clerk entitled “Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California.” This map indicates, by a boundary line, the extent of the territory included in CFD No. 7 at the time of the formation of CFD No. 7. The parcels of real property within CFD No. 7 are described more particularly on the Assessor Parcel Maps that are on file in the office of the Riverside County Assessor or on Maps filed with the County Recorder in connection with lot line adjustments and are incorporated into this Report by reference.

A reduced copy of the boundary map follows. The original of such map has been recorded in the records of the County Recorder, County of Riverside, State of California, recorded May 16, 2008 as Instrument No. 2008-0265595, in Book 73 Pages 6-8 of Maps of Assessment and Community Facilities Districts.

Boundaries of Future Annexation Area of CFD No. 7

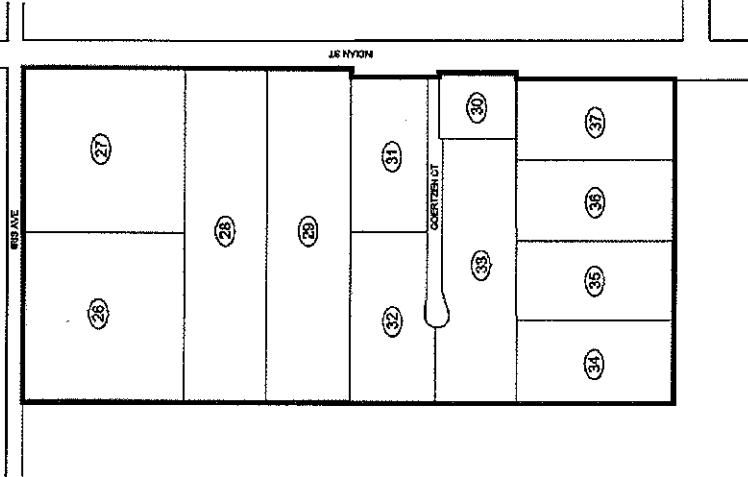
The boundaries of the Future Annexation Area of CFD No. 7 is comprised of three separate Improvement Areas which will be shown on that certain map to be kept on file in the Office of the City Clerk entitled “Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California.” This map indicates, by a boundary line, the extent of the future territory included in CFD No. 7 upon annexation. The parcels of real property within CFD No. 7 are described more particularly on the Assessor Parcel Maps that are on file in the office of the Riverside County Assessor or on Maps filed with the County Recorder in connection with lot line adjustments and are incorporated into this Report by reference.

A reduced copy of the boundary map follows. The original of such map has been recorded in the records of the County Recorder, County of Riverside, State of California, recorded May 16, 2008 as Instrument No. 2008-0265596, in Book 73 Pages 9-11 of Maps of Assessment and Community Facilities Districts.



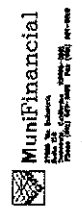
SHEET 3 OF 3

MAP OF PROPOSED BOUNDARIES OF
 COMMUNITY FACILITIES DISTRICT NO. 7
 CITY OF MORENO VALLEY
 COUNTY OF RIVERSIDE
 STATE OF CALIFORNIA



LEGEND FOR SHEET 3
 ——— IMPROVEMENT AREA NO. 3 (A NO. 3) BOUNDARY
 (1) MAP REFERENCE NUMBER

MAP REF. NO.	ASSESSOR'S PARCEL NO.
26	316-026-002
27	316-026-003
28	316-026-004
29	316-026-005
30	316-026-012
31	316-026-012
32	316-026-014
33	316-026-015
34	316-026-016
35	316-026-017
36	316-026-018
37	316-026-019



**MAP OF PROPOSED BOUNDARIES OF
FUTURE ANNEXATION AREA OF
COMMUNITY FACILITIES DISTRICT NO. 7
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

SHEET 1 OF 3

LEGEND FOR SHEET 1

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 1 OF CFD NO. 7 (FA NO. 1)

MAP REFERENCE NUMBER

MAP REF. NO.	ASSESSOR'S PARCEL NO.
1	21-50-01
2	21-50-02
3	21-50-03
4	21-50-04
5	21-50-05
6	21-50-06
7	21-50-07
8	21-50-08
9	21-50-09
10	21-50-10
11	21-50-11
12	21-50-12
13	21-50-13
14	21-50-14
15	21-50-15

PLAID IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____ 2008.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS PREPARED AND SUBMITTED TO THE CITY CLERK OF MORENO VALLEY AT A REGULAR MEETING HELD ON THE _____ DAY OF _____ 2008, BY THE RESOLUTION NO. _____.

CITY CLERK
CITY OF MORENO VALLEY

RIVERSIDE COUNTY REGISTERED GENEALOGIST
FILED THIS _____ DAY OF _____ 2008 AT THE OFFICE OF THE COUNTY CLERK, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

INSTRUMENT NO. _____

LARRY WARD, ASSESSOR-COUNTY CLERK-RECORDER
COUNTY OF RIVERSIDE

THE LINES AND NUMBERS OF EACH LOT OR PARCEL SHOWN ON THIS MAP SHALL BE VALID AND SHALL BE USED BY THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THESE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL COVER THE ENTIRE AREA OF THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL.

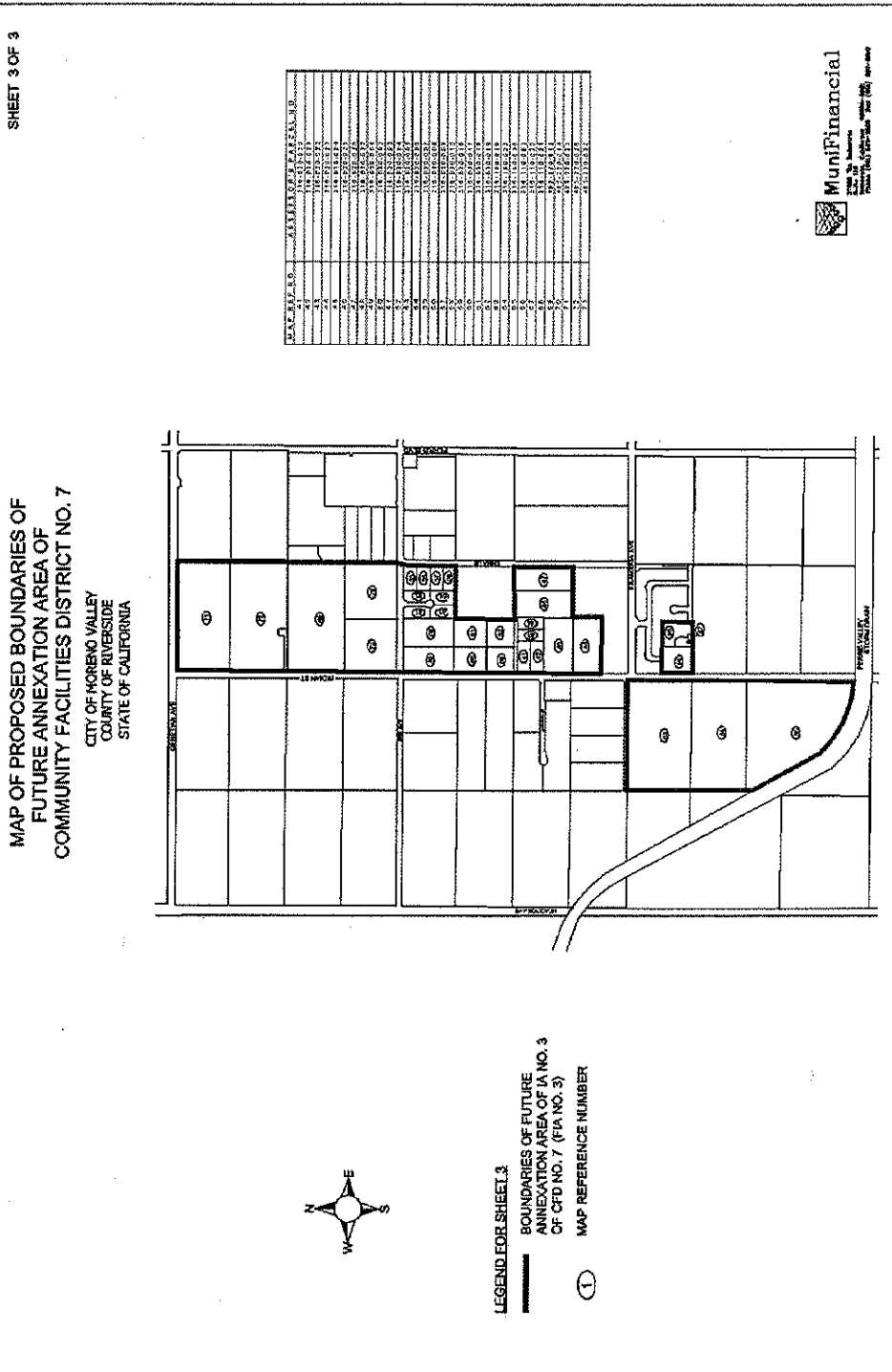


Exhibit B – Cost Estimates

Facilities

It is proposed that CFD No. 7 incur bonded indebtedness, secured by the levy of the Special Tax within CFD No. 7, for the purpose of financing the authorized Facilities within CFD No. 7. The list below should not be interpreted as a hierarchy of which Facilities should be financed first. The priority of the Facilities proposed to be financed shall be determined by the City.

Description	Total Fees, Facilities, and Incidental Costs	Improvement Area 1	Improvement Area 2	Improvement Area 3
CFD Hard Cost				
Storm Drain	\$ 6,187,394	\$ 3,600,000	\$ 1,300,394	\$ 1,287,000
Gas Line Relocation for Storm Drain	125,000	125,000	-	-
Street / ROW Improvements	1,627,813	985,906	-	641,907
SUBTOTAL	7,940,207	4,710,906	1,300,394	1,928,907
Hard Cost Contingency (@ 10.00%)	794,021	471,091	130,039	192,891
TOTAL HARD COST	8,734,228	\$ 5,181,997	\$ 1,430,433	\$ 2,121,798
CFD Soft Cost				
Civil Engineering (@3.00%)	238,206	141,327	39,012	57,867
Construction Staking (@1.00%)	79,402	47,109	13,004	19,289
Fees-General Contractor (@8.00%)	698,738	414,560	114,435	169,744
General Conditions (@3.00%)	262,027	155,460	42,913	63,654
Landscape Architect	-	-	-	-
Plan check & Permits (@3.00%)	238,206	141,327	39,012	57,867
Soils/Materials Testing (@1.00%)	79,402	47,109	13,004	19,289
SUBTOTAL	1,595,982	946,892	261,379	387,710
Soft Cost Contingency (@2.00%)	31,920	18,938	5,228	7,754
TOTAL SOFT COST	\$ 1,627,901	\$ 965,830	\$ 266,607	\$ 395,465
TOTAL IMPROVEMENT COSTS	\$ 10,362,129	\$ 6,147,827	\$ 1,697,040	\$ 2,517,262
Incidental Cost				
Reserve Fund	1,165,410	659,258	209,767	296,385
Capitalized Interest	1,121,418	597,445	225,624	298,349
Underwriter Discount	276,374	157,974	49,069	69,331
Cost of Issuance	977,500	439,000	248,000	290,500
TOTAL INCIDENTAL COSTS	\$ 3,540,701	\$ 1,853,676	\$ 732,460	\$ 954,565
TOTAL COSTS	\$ 13,902,830	\$ 8,001,503	\$ 2,429,500	\$ 3,471,828

Exhibit C – Improvement Area No. 1 RMA

IMPROVEMENT AREA No. 1 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 1") each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. IA No. 1 consists of two zones, designated as Zone 1 and Zone 2. All of the real property within IA No. 1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 1 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 1, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 1 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 1.

"Annexed Property" means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 1.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 1.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel number.

“Bonds” means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

“Boundary Map” means the “Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California,” filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

“Building Permit” means a permit for new construction for a non-residential structure. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 1.

“CFD No. 7” means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

“City” means the City of Moreno Valley.

“City Council” means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

“County” means the County of Riverside.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor’s Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

“Exempt Property” means all Assessor’s Parcels within IA No. 1 which are exempt from the Special Taxes pursuant to law or Section I herein.

“Facilities” means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

“Final Map” means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Future Annexation Area” means all Assessor’s Parcels within the future annexation area of IA No. 1 as determined by reference to the boundary map entitled “Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno

Valley, County of Riverside, State of California,” filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

“Goals and Policies” means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

“Improvement Area No. 1” or “IA No. 1” means the area within CFD No. 7 designated as Improvement Area No. 1 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

“Indenture” means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

“Partial Prepayment Amount” means the amount required to prepay a portion of the Special Tax obligation for an Assessor’s Parcel, as described in Section G.

“Prepayment Amount” means the amount required to prepay the Special Tax obligation in full for an Assessor’s Parcel, as described in Section F.

“Proportionately” means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Public Property.

“Provisional Property” means all Assessor’s Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the sum of all Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2.

“Public Property” means any property within the boundaries of IA No. 1 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

“Special Tax” means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

“Special Tax Requirement” means the amount required in any Fiscal Year for IA No. 1 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less

(vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

“Taxable Property” means all Assessor’s Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

“Taxable Public Property” means all Assessor’s Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the sum of all Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2.

“Trustee” means the trustee, fiscal agent, or paying agent under the Indenture.

“Undeveloped Property” means all Assessor’s Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

“Zone” means one of the two mutually exclusive geographic areas defined below.

- **“Zone 1”** means the area within IA No. 1 designated as zone 1 by reference to the Boundary Map.
- **“Zone 2”** means the area within IA No. 1 designated as zone 2 by reference to the Boundary Map.

B. CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor’s Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor’s Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

C. MAXIMUM SPECIAL TAXES

1. ZONE 1

Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor’s Parcel of Taxable Property within Zone 1 shall be subject to a Maximum Special Tax equal to \$7,999 per Acre.

The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as Assessor’s Parcels within the Future Annexation Area are annexed to IA No. 1, or if there is an adjustment to the Special Tax in accordance with Section D. The Maximum Special Tax for Taxable Property within Zone 1 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 1, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 1 (\$7,999 per Acre) by the minimum taxable Acreage originally established for Zone 1 as defined in Section I (47.92 Acres).

$$[\$7,999 \times 47.92 = \$383,312]$$

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3.

3) The new Maximum Special Tax for Taxable Property within Zone 1 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 49.44%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 1 (47.92 Acres), exclusive of Annexed Property.

$$\frac{[\$383,312 - (\text{Step 2 result} * 0.4944)]}{47.92} =$$

Maximum Special Tax per Acre for Taxable Property within Zone 1

2. ZONE 2

Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor's Parcel of Taxable Property within Zone 2 shall be subject to a Maximum Special Tax equal to \$4,750 per Acre.

The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as Assessor's Parcels within the Future Annexation Area are annexed to IA No. 1, or if there is an adjustment to the Special Tax in accordance with Section D. The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 2, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 2 (\$4,750 per Acre) by the minimum taxable Acreage for Zone 2 as defined in Section I (82.53 Acres).

$$[\$4,750 \times 82.53 = \$392,018]$$

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3.

3) The new Maximum Special Tax for Taxable Property within Zone 2 shall equal the result calculated in Step 1, minus the result calculated in Step 2 multiplied by 50.56%, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 2 (82.53 Acres), exclusive of Annexed Property.

$$\frac{[\$392,018 - (\text{Step 2 result} * 0.5056)]}{82.53} =$$

Maximum Special Tax per Acre for Taxable Property within Zone 2

3. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.

D. Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 1, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the same percent reduction shall be applied to the Maximum Special Tax for each Zone, exclusive of the Maximum Special Tax for Annexed Property set forth in Exhibit A, and the City Council shall cause an "Amended Notice of Special Tax Lien" to be recorded in compliance with the Act. The amount of Bonds that may be issued will be recalculated and shall not exceed an amount, in which, the Maximum Special Taxes that could be levied on Taxable Property within IA No. 1 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

- Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section F:

“Facilities Costs” means either \$6.15 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 1 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.

“Construction Inflation Index” means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.

“Improvement Fund” means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

“Outstanding Bonds” means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor’s Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor’s Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor’s Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor’s Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor’s Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

June 24, 2008

City of Moreno Valley
Communities Facilities District No. 7

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
less	<u>Capitalized Interest Credit</u>
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.
2. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.
3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.
0. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
1. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 1 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.
2. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."
3. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.
4. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.
5. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."

June 24, 2008

City of Moreno Valley
Communities Facilities District No. 7

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than \$0.
12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").
13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

G. PARTIAL PREPAYMENT OF SPECIAL TAX

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_F = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 1 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.

I. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 47.92 Acres within Zone 1 or, to less than 82.53 Acres within Zone 2. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

J. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

K. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

Exhibit A

**IMPROVEMENT AREA 1 NO. OF
 CITY OF MORENO VALLEY CFD NO. 7
 MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY ⁽¹⁾**

<u>Year After Formation</u>	<u>Maximum Special Tax per Acre</u>
1	\$658
2	\$665
3	\$673
4	\$682
5	\$692
6	\$702
7	\$714
8	\$727
9	\$742
10	\$758
11	\$777
12	\$798
13	\$821
14	\$848
15	\$879
16	\$915
17	\$956
18	\$1,005
19	\$1,064
20	\$1,135
21	\$1,222
22	\$1,332
23	\$1,474
24	\$1,665
25	\$1,934
26	\$2,339
27	\$3,015
28	\$4,371
29	\$8,446

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.25%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

Exhibit D – Improvement Area No. 2 RMA

IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 2 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 2") each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. All of the real property within IA No. 2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 2 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 2, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 2 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 2.

"Annexed Property" means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 2.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 2.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

"Boundary Map" means the "Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Building Permit" means a permit for new construction for a non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 2.

"CFD No. 7" means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

"City" means the City of Moreno Valley.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor's Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

"Exempt Property" means all Assessor's Parcels within IA No. 2 which are exempt from the Special Taxes pursuant to law or Section I herein.

"Facilities" means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

"Final Map" means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Future Annexation Area" means all Assessor's Parcels within the future annexation area of IA No. 2 as determined by reference to the boundary map entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

“Goals and Policies” means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

“Improvement Area No. 2” or “IA No. 2” means the area within CFD No. 7 designated as Improvement Area No. 2 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

“Indenture” means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

“Partial Prepayment Amount” means the amount required to prepay a portion of the Special Tax obligation for an Assessor’s Parcel, as described in Section G.

“Prepayment Amount” means the amount required to prepay the Special Tax obligation in full for an Assessor’s Parcel, as described in Section F.

“Proportionately” means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Public Property.

“Provisional Property” means all Assessor’s Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

“Public Property” means any property within the boundaries of IA No. 2 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

“Special Tax” means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

“Special Tax Requirement” means the amount required in any Fiscal Year for IA No. 2 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less (vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

“Taxable Property” means all Assessor’s Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

“Taxable Public Property” means all Assessor’s Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the total Acreage of all Taxable Property to less than 33.89 Acres.

“Trustee” means the trustee, fiscal agent, or paying agent under the Indenture.

“Undeveloped Property” means all Assessor’s Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

B. CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor’s Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor’s Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

C. MAXIMUM SPECIAL TAXES

1. Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor’s Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to \$8,287 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor’s Parcels within the Future Annexation Area are annexed to IA No. 2 of CFD No.7. Once Annexed Property exists within IA No. 2 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

- 1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 2 (\$8,287 per Acre) by the minimum taxable Acreage originally established for IA No. 2 as defined in Section I (33.89 Acres).

$[\$8,287 \times 33.89 = \$280,846]$

- 2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2.

- 3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 2 (33.89 Acres).

$[\$280,846 - \text{Step 2 result}] / 33.89 =$

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

2. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.

D. Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 2, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the amount of Bonds that may be issued will be recalculated and shall not exceed an amount in which the Maximum Special Taxes that could be levied on Taxable Property within IA No. 2 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 33.89 Acres, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

June 24, 2008

City of Moreno Valley
Communities Facilities District No. 7

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

- Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section F:

“Facilities Costs” means either \$1.73 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 2 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.

“Construction Inflation Index” means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.

“Improvement Fund” means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

“Outstanding Bonds” means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
<u>less</u>	<u>Capitalized Interest Credit</u>
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.
1. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.
3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 2 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.
6. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."
7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.
8. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.

June 24, 2008

City of Moreno Valley
Communities Facilities District No. 7

9. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."
10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than \$0.
12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").
13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

G. PARTIAL PREPAYMENT OF SPECIAL TAX

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_F = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 2 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.

I. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 33.89 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

J. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

K. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

Exhibit A

**IMPROVEMENT AREA NO. 2 OF
CITY OF MORENO VALLEY CFD NO. 7
MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY ⁽¹⁾**

Year After Formation	Maximum Special Tax per Acre
1	\$674
2	\$681
3	\$689
4	\$697
5	\$707
6	\$718
7	\$729
8	\$742
9	\$757
10	\$773
11	\$791
12	\$812
13	\$835
14	\$862
15	\$893
16	\$928
17	\$970
18	\$1,019
19	\$1,077
20	\$1,148
21	\$1,235
22	\$1,345
23	\$1,487
24	\$1,678
25	\$1,947
26	\$2,352
27	\$3,029
28	\$4,386
29	\$8,466

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.50%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

Exhibit E – Improvement Area No. 3 RMA

IMPROVEMENT AREA NO. 3 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 3 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 3") each Fiscal Year commencing in Fiscal Year 2008-2009, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. All of the real property within IA No. 3, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 3 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 3, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 3 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 3.

"Annexed Property" means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 3.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 3.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

“Bonds” means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

“Boundary Map” means the “Map of Proposed Boundaries of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California,” filed May 16, 2008 in Book 73, Pages 6-8 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

“Building Permit” means a permit for new construction for a non-residential structure. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 3.

“CFD No. 7” means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

“City” means the City of Moreno Valley.

“City Council” means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

“County” means the County of Riverside.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor’s Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

“Exempt Property” means all Assessor’s Parcels within IA No. 3 which are exempt from the Special Taxes pursuant to law or Section I herein.

“Facilities” means those public facilities authorized to be funded by CFD No. 7 as set forth in the formation documents for CFD No. 7.

“Final Map” means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Future Annexation Area” means all Assessor’s Parcels within the future annexation area of IA No. 3 as determined by reference to the boundary map entitled “Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California,” filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

“Goals and Policies” means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

“Improvement Area No. 3” or “IA No. 3” means the area within CFD No. 7 designated as Improvement Area No. 3 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

“Indenture” means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

“Partial Prepayment Amount” means the amount required to prepay a portion of the Special Tax obligation for an Assessor’s Parcel, as described in Section G.

“Prepayment Amount” means the amount required to prepay the Special Tax obligation in full for an Assessor’s Parcel, as described in Section F.

“Proportionately” means, for Developed Property, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property. For Provisional Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Provisional Property. For Taxable Public Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Public Property.

“Provisional Property” means all Assessor’s Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the total Acreage of all Taxable Property to less than 65.19 Acres.

“Public Property” means any property within the boundaries of IA No. 3 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

“Special Tax” means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

“Special Tax Requirement” means the amount required in any Fiscal Year for IA No. 3 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years Special Taxes, (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, and (vi) the acquisition or construction of eligible Facilities, provided that the inclusion of such amount does not cause an increase in the levy of the Special Tax on Undeveloped Property, less (vii) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

“Taxable Property” means all Assessor’s Parcels that are not exempt from the Special Tax pursuant to law or the Rate and Method of Apportionment of Special Tax.

“Taxable Public Property” means all Assessor’s Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the total Acreage of all Taxable Property to less than 65.19 Acres.

“Trustee” means the trustee, fiscal agent, or paying agent under the Indenture.

“Undeveloped Property” means all Assessor’s Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

B. CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor’s Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor’s Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

C. MAXIMUM SPECIAL TAXES

1. Taxable Property

Each Fiscal Year commencing in Fiscal Year 2008-2009, each Assessor’s Parcel of Taxable Property, exclusive of Annexed Property, shall be subject to a Maximum Special Tax equal to \$5,769 per Acre.

The Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall be recalculated as Assessor’s Parcels within the Future Annexation Area are annexed to IA No. 3 of CFD No.7. Once Annexed Property exists within IA No. 3 of CFD No. 7, the Maximum Special Tax shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for IA No. 3 (\$5,769 per Acre) by the minimum taxable Acreage originally established for IA No. 3 as defined in Section I (65.19 Acres).

$$[\$5,769 \times 65.19 = \$376,081]$$

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.2.

3) The new Maximum Special Tax for Taxable Property, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for IA No. 3 (65.19 Acres).

$$[\$376,081 - \text{Step 2 result}] / 65.19 =$$

Maximum Special Tax per Acre for Taxable Property, exclusive of Annexed Property

2. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A.

D. Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 3, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Special Tax reduction is implemented, the amount of Bonds that may be issued will be recalculated and shall not exceed an amount in which the Maximum Special Taxes that could be levied on Taxable Property within IA No. 3 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 65.19 Acres, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing in Fiscal Year 2008-2009 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

- Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Annexed Property and each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

- Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

- Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

- Step Four: If additional monies are needed to satisfy the Special Tax Requirement after all previous steps have occurred, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section F:

“Facilities Costs” means either \$2.52 million, expressed in 2008 dollars, which shall increase by the Construction Inflation Index on January 1, 2009, and on each January 1 thereafter, or such lower numbers as shall be determined either by (a) the CFD Administrator as sufficient to finance the Facilities, or (b) the City Council concurrently with a covenant that it will not issue any more CFD No. 7 Bonds secured by IA No. 3 (except refunding bonds) to be secured by Special Taxes levied under this Rate and Method of Apportionment.

“Construction Inflation Index” means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the Facilities Costs minus that (a) portion of the Facilities Costs previously and actually funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Improvement Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues and (b) amount of the proceeds of all previously issued Bonds then on deposit in the Improvement Fund.

“Improvement Fund” means a fund specifically identified in the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

“Outstanding Bonds” means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor’s Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor’s Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor’s Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor’s Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor’s Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

June 24, 2008

City of Moreno Valley
Communities Facilities District No. 7

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
less	<u>Capitalized Interest Credit</u>
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.
2. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.
3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. If (a) all the Bonds authorized to be issued by CFD No. 7 for IA No. 3 have not been issued, and (b) the City Council has not restricted its ability to issue additional bonds in the future, then compute the Future Facilities Amount.
6. The "Future Facilities Amount" shall be calculated by multiplying the quotient computed pursuant to paragraph 2, by the amount if any, determined pursuant to paragraph 5. The product shall be the "Future Facilities Amount."
7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.
8. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount less the Future Facilities Amount and Administrative Fee (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.

June 24, 2008

City of Moreno Valley
Communities Facilities District No. 7

9. Subtract the amount computed pursuant to paragraph 8 from the result computed pursuant to paragraph 7. This difference is the "Defeasance."
10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than \$0.
12. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to step 2 by the expected balance in the capitalized interest fund after such first interest payment (the "Capitalized Interest Credit").
13. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit and less the Capitalized Interest Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

G. PARTIAL PREPAYMENT OF SPECIAL TAX

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_F - A) \times F + A$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_F = the Prepayment Amount calculated according to Section F.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.

A = Administrative Fees calculated in Section F, step 10

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 3 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2048-49 Fiscal Year.

I. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 65.19 Acres. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

J. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

K. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

Exhibit A

**IMPROVEMENT AREA NO. 3 OF
CITY OF MORENO VALLEY CFD NO. 7
MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY ⁽¹⁾**

<u>Year After Formation</u>	<u>Maximum Special Tax per Acre</u>
1	\$439
2	\$444
3	\$449
4	\$455
5	\$461
6	\$468
7	\$475
8	\$484
9	\$493
10	\$504
11	\$516
12	\$529
13	\$545
14	\$562
15	\$582
16	\$605
17	\$632
18	\$664
19	\$702
20	\$748
21	\$805
22	\$877
23	\$970
24	\$1,094
25	\$1,269
26	\$1,533
27	\$1,974
28	\$2,859
29	\$5,518

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 7.50%, consistent with the other bonding assumptions. These rates will be adjusted based upon the final pricing of the bonds at issuance. Once property is annexed into the CFD, that property's Maximum Special Tax is fixed at the final adjusted amount per acre (after bond issuance) for the year after formation in which the property is annexed.

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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

WHEN RECORDED, RETURN TO:

CITY CLERK
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA. 92553

AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

**Dissolution of Improvement Area No. 2
of Community Facilities District No. 7 of
the City of Moreno Valley and
and Special Tax Lien**

Pursuant to the requirements of Section 3117.5 (b) of the Streets and Highways Code and Government Code Section 53338.5, the undersigned CITY CLERK of the CITY OF MORENO VALLEY (the "City"), acting on behalf of COMMUNITY FACILITIES DISTRICT NO. 7 (the "District"), HEREBY GIVES NOTICE that proceedings have been conducted by the City Council of the City, acting as the legislative body of the District, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code, to consider the dissolution of Improvement Area No. 2 of the District. On _____, 2012, at the conclusion of such proceedings, the City Council enacted Ordinance No. _____ pursuant to which the City Council dissolved Improvement Area No. 2 and ordered the recordation of this Amendment to Notice of Special Tax Lien (the "Amendment"). This Amendment amends that certain Notice of Special Tax Lien, heretofore recorded in the Office of the County Recorder of the County of Riverside, State of California on July 8, 2008 as Document # 2008-0371941 (the "Original Notice of Special Tax Lien"), by declaring that Improvement Area No. 2 and the special tax lien identified in the Original Notice of Special Tax Lien have been dissolved.

The (a) names of the owner(s) of the real property included within Improvement Area No. 2 as they appear on the last secured assessment roll as of the date of recording of this Notice and (b) the Assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included within Improvement Area No. 2 are as set forth on the attached, referenced and incorporated Exhibit "A."

Reference is made to the boundary map of the District, including Improvement Area No. 2, recorded on May 16, 2008 as Instrument No. 2008-0265595, in Book 73, Page 6-8 of Maps of Assessment and Community Facilities Districts in the Office of the County Recorder for the County of Riverside, State of California.

Attachment 5

This Amendment to Notice of Special Tax Lien has been executed in the City of Moreno Valley, California on the date set forth below.

DATED: _____

CITY CLERK
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

By: _____
City Clerk

EXHIBIT A

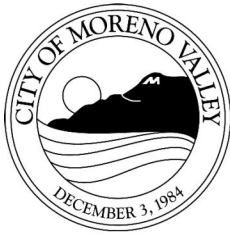
**IMPROVEMENT AREA NO. 2 OF
COMMUNITY FACILITIES DISTRICT NO. 7
OF THE CITY OF MORENO VALLEY**

AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

Assessor's Parcel Number *	Property Owner
316-200-033	First Industrial, L.P.
316-200-034	First Industrial, L.P.
316-200-035	First Industrial, L.P.

* As of January 12, 2012, the previous APNs 316-200-003, 316-200-009 through 14, 316-200-018, 316-200-028, and 316-200-029 were reconfigured into APNs 316-200-033 through 316-200-035.

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

Report to City Council

TO: Chairman and Board of Directors of the Moreno Valley Housing Authority

FROM: Barry Foster, Economic Development Director

AGENDA DATE: May 22, 2012

TITLE: 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.

RECOMMENDED ACTION

Staff recommends that 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.

BACKGROUND

In March of 2010, the Community Redevelopment Agency of the City of Moreno Valley (RDA) approved a Loan Agreement between the RDA and Palm Desert Development Company's MV Rancho Dorado LP South Project. The initial land loan amount was \$1.3 million and was made using the RDA's Housing Set-a-side Fund. In March 2011, the RDA entered into an Affordable Housing Agreement (AHA) with MV Rancho Dorado LP to assist in the development of an affordable housing project. The AHA provided that the RDA, subject to certain terms and conditions, would provide a loan of \$8.25 million from the RDA's Housing Set-a-side Fund to help finance the project. The \$8.25 million included the original loan amount of \$1.3 million. The original loan amount was funded solely with moneys from the Housing Set-a-side Fund and the parties to the AHA contemplated that the remaining agency disbursement amount would be funded solely with moneys from the Housing Set-a-side Fund. The remaining agency disbursement amount as outlined in the AHA is \$6.95 Million.

The AHA, which was fully executed and remains in effect, provided for the Developer to construct a multi-family housing development called Rancho Dorado South (RDS) to consist of seventy-nine (79) units for occupancy by households of limited income, as more particularly set forth in the AHA. RDS is the 2nd phase of the overall housing project and when fully developed would consist of 149 affordable housing units. In conjunction with the financial assistance from the RDA, the RDS project has secured a 9% tax credit allocation to further help develop the project. The tax credit allocation shall expire on June 14, 2012 unless the RDS project secures its construction loan and starts development.

As a result of the 2011 RDA Dissolution Act, ABx1 26 and, in particular, Section 34171(j) thereof, the City became the Successor Agency to Moreno Valley's RDA upon dissolution of the RDA. The 2011 Dissolution Act also provides, at Section 34176, for the disposition of housing assets of a former redevelopment agency. The City Council of the City of Moreno Valley designated the Moreno Valley Housing Authority as the recipient of the former Redevelopment Agency by its Resolution No. 2012-25 as adopted by the City Council on March 8, 2011 and the Oversight Board confirmed and approved the disposition of the housing assets of the former Redevelopment Agency to the Housing Authority.

Under the 2011 Dissolution Act, the Successor Agency to Moreno Valley's RDA is to prepare a recognized obligation payment schedule (a "ROPS") to be presented for approval by the Oversight Board (and which, upon such approval, becomes the established "ROPS"); this process is to be repeated for successive six-month periods as more particularly set forth in the 2011 Dissolution Act. The Successor Agency has prepared and has approved a ROPS and the Oversight Board has approved the ROPS for Moreno Valley including the RDS project and the \$6.95 million financial obligation.

DISCUSSION

The terms of the AHA require the RDA loan to be funded after the completion and stabilized occupancy of the project. This has been a common financing structure for affordable housing projects in the past. The challenge for the RDS project is to close on the construction loan and secure the tax credits prior to their expiration in mid-June. While the AHA obligated the RDA to make the payment, the dissolution of the RDA created uncertainty and risk with Citibank, the lender providing the construction loan.

In order to facilitate the payment of the disbursement amount when needed, a Financing Agreement has been drafted having the Housing Authority enter into a financial arrangement with Citibank, the project's construction lender. This agreement will allow the Cumulative Share of Actual Available Defined Revenues that are payable to the City as the Successor Agency to be committed to the Housing Authority for escrow and eventual payment to the developer as required by the term of the AHA. The accompanying Financing Agreement (Exhibit B) will allow construction to proceed as anticipated in the original Agreement.

ALTERNATIVES

1. Adopt Resolution No. HA 2012-04 a resolution of the Housing Authority approving an agreement with the City of Moreno Valley and approving a Financing Agreement with Citibank, N.A. *Staff recommends this alternative because it will assist in the funding and development of the project, along with the creation of additional affordable housing opportunities.*

2. Decline to adopt Resolution No. HA 2012-04 which will reject the Successor Agency Agreement and the Financing Agreement and prevent the construction lender from funding the construction loan. *Staff does not recommend this alternative because without the financing agreement the construction of the project cannot proceed, and the tax credit allocation shall expire.*

FISCAL IMPACT

The payments made under the terms of the Financing Agreement are to be a part of the revenues available to the Successor Agency. Payments will not impact the City's General Fund. The funding required by the AHA for the RDS project has been approved as a part of the Recognized Obligation Payment Schedule

SUMMARY

The RDA entered into an AHA with MV Rancho Dorado to develop a 79-unit affordable apartment project. The AHA required the RDA to fund \$8.25 million from Housing Set-aside funds. With the dissolution of the RDA, the assets and obligations of the RDA have been reassigned to the Housing Authority. The RDA dissolution has also created uncertainty among the lenders. The loan agreement and resolution by the Housing Authority are necessary to provide the construction lender with the security necessary to make the project construction loan.

ATTACHMENTS

- Attachment A – Resolution No. HA 2012-04
- Exhibit A – Agreement between the Housing Authority and the Successor Agency
- Exhibit B – Financing Agreement

Prepared By:
 Dante Hall
 Redevelopment & Neighborhood
 Programs Administrator

Department Head Approval:
 Barry Foster
 Community & Economic Development Director

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

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RESOLUTION NO. HA 2012-04

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 AGENCY OF THE CITY OF MORENO VALLEY AND AN AGREEMENT BETWEEN THE HOUSING AUTHORITY AND CITIBANK, N.A.

WHEREAS, in March of 2011, the Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency") entered into an agreement entitled "Affordable Housing Agreement", dated as of March 8, 2011 (the "Affordable Housing Agreement") with MV Rancho Dorado Limited Partnership, a limited partnership (the "Developer"). The Affordable Housing Agreement superseded the Original Loan Agreement. The Affordable Housing Agreement provided, subject to terms and conditions as therein set forth, that the Redevelopment Agency would make available to the Developer from the Redevelopment Agency's Housing Set-a-side Fund moneys in the amount of Eight Million Two Hundred Fifty Thousand Dollars (\$8,250,000.00)(the "Redevelopment Agency Disbursement Amount"); such amount was inclusive of an amount (the "Original Loan Amount"), which Original Loan Amount had been disbursed to Developer prior to the approval of the Affordable Housing Agreement (the remaining amount of Six Million Nine Hundred Fifty Thousand Dollars [\$6,950,000.00] is referred to herein as the "Remaining Agency Disbursement Amount"). The Original Loan Amount was funded solely with moneys from the affordable housing fund established by the Redevelopment Agency pursuant to Sections 33334.2 and 33334.2 of the Community Redevelopment Law (the "Housing Set-a-side Fund") and the parties to the Affordable Housing Agreement contemplated and such Affordable Housing Agreement provided that the Remaining Agency Disbursement Amount would be funded with moneys from the Housing Set-a-side Fund;

WHEREAS, the Affordable Housing Agreement, which remains in effect as of the Date of Agreement, provided for the Developer to construct a multi-family housing development to consist of seventy-nine (79) units of which seventy-eight (78) units are for occupancy by households of limited income, all as more particularly set forth in the Affordable Housing Agreement; and

WHEREAS, by ABx1 26 as enacted during 2011 by the California Legislature (the "2011 Dissolution Act"), the California Legislature dissolved redevelopment agencies within the State of California. The dissolution of redevelopment agencies by the State under the 2011 Dissolution Act was upheld California Redevelopment Association v. Matosantos, Supreme Court Case No. S194861 (the "Matosantos Case"), as decided December 29, 2011; and

ATTACHMENT A

Resolution No. HA 2012-04
Date Adopted: May 22, 2012

WHEREAS, in connection with the 2011 Dissolution Act, and, in particular, Section 34171(j) thereof, the City became the successor agency to the Redevelopment Agency upon dissolution of the Redevelopment Agency (in such capacity, the "Successor Agency"); and

WHEREAS, the 2011 Dissolution Act provides, at Section 34176, for the disposition of housing assets of a former redevelopment agency. The City Council of the City designated the Housing Authority as the recipient of the former Redevelopment Agency by its Resolution No. 2011-25 as adopted by the City Council on March 11, 2011; and

WHEREAS, the governing board of the Redevelopment Agency previously approved the Affordable Housing Agreement and the governing board of the Successor Agency has received information concerning the implementation of Affordable Housing Agreement; and

WHEREAS, the Housing Authority is the successor to the housing assets of the former Redevelopment Agency pursuant to provisions of the 2011 Dissolution Act as well as action taken by the Oversight Board to the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley; and

WHEREAS, the Housing Authority has been presented with and has reviewed a draft agreement between the Successor Agency and the Housing Authority of the City of Moreno Valley (the "Housing Authority") entitled "Agreement between the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley and the Housing Authority of the City of Moreno Valley" dated as of May 22, 2012, substantially in the form attached hereto as Exhibit "A" (the "Successor Agency Agreement"), as well as a proposed agreement between the Housing Authority and Citibank, N.A., entitled "Financing Agreement" dated as of May __, 2012, substantially in the form attached hereto as Exhibit "B" (the "Financing Agreement"); and

WHEREAS, the entering into each of the Successor Agency Agreement and the Financing Agreement by the Housing Authority will further the development of affordable housing within the corporate limits of the City of Moreno Valley and the affordable housing goals and purposes of the Housing Authority; and

WHEREAS, the approval of the Successor Agency Agreement and the Financing Agreement by the Housing Authority will provide greater assurance for furtherance of the achievement of affordable housing objectives and are in the best interests of the health, safety and welfare of the City and the Housing Authority; and

WHEREAS, the Developer has requested, on its behalf and on behalf of an affiliated entity which has developed an adjacent affordable rental housing project, that the Housing Authority consent to the subordination of a deed of trust recorded earlier for the benefit of the Redevelopment Agency as beneficiary (the "Prior Deed of Trust") and with respect to which the Housing Authority has acquired the interests of the Redevelopment Agency be subordinated to an agreement providing for certain

Resolution No. HA 2012-04
Date Adopted: May 22, 2012

easements and shared assets under an instrument entitled "Consent and Subordination to Easement and Shared Improvements Agreement" (the "Easement Agreement") as on file with the Housing Authority as a public record; and

WHEREAS, the subordination of the Prior Deed of Trust is consistent with the achievement of the affordable housing objectives under the Affordable Housing Agreement and the agreement for the development of affordable rental housing on an adjacent project;

NOW, THEREFORE, THE CHAIRMAN AND BOARD OR DIRECTORS OF THE HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Governing Board of the Housing Authority finds and determines that the foregoing recitals are true and correct.

SECTION 2. The governing board of the Housing Authority authorizes and approves each of the Successor Agency Agreement and the Financing Agreement and authorizes and directs the Executive Director to execute the Successor Agency Agreement and the Financing Agreement substantially in the form presented, including such modifications as do not materially affect the terms thereof, and to take such actions as are necessary and appropriate to implement the Successor Agency Agreement and the Financing Agreement, including without limitation the execution of a deed of trust encumbering certain Housing Authority property as provided in the Financing Agreement.

SECTION 3. The governing board of the Housing Authority authorizes the Executive Director to execute an instrument substantially in the form of the Easement Agreement upon consultation with the General Counsel to the Housing Authority.

SECTION 4. The Secretary of the Housing Authority shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 22nd day of May, 2012.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2012-04 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 22nd day of May, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. HA 2012-04
Date Adopted: May 22, 2012

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AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY

THIS AGREEMENT (the "Agreement") is made and entered into as of May 22, 2012, by and between the HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY ("Housing Authority") and the CITY OF MORENO VALLEY AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY ("Successor Agency"). Except in its capacity as the Successor Agency, the City of Moreno Valley, a municipal corporation, is not a party to this Agreement.

RECITALS

A. The Housing Authority Law is codified in Health and Safety Code Sections 34200 et seq. (the "Law"). Section 34240 of the Law provides that in every city there is a public body corporate and politic known as the housing authority of the city.

B. Section 34240 of the Law additionally provides that a housing authority shall not transact business or exercise its power unless the City Council of the city declares by Resolution that there is a need for a housing authority to function in the city.

C. The City Council of the City of Moreno Valley (the "City") has determined that there is a need for a housing authority in the City and has established the Housing Authority and has further declared that the City Council shall be the Commissioners of the Housing Authority.

D. The City previously activated the Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency") pursuant to Part 1 of Division 24 of the California Health and Safety Code (the "Redevelopment Law"). The City subsequently created a redevelopment project area (the "Redevelopment Project Area") and adopted and amended a redevelopment plan (as amended, the "Redevelopment Plan"), which included provision for tax increment financing as provided under the Redevelopment Law, including without limitation Section 33670(b) thereof.

E. In connection with its operations as a redevelopment agency acting under the Redevelopment Law, the Redevelopment Agency established and maintained a fund under Sections 33334.2 and 33334.3 (the "Housing Setaside Fund").

F. In March 2010, the Redevelopment Agency approved an agreement entitled "Loan Agreement" (the "2010 Loan Agreement"), which was dated as of March 1, 2010, between the Redevelopment Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Developer"). In connection with the 2010 Loan Agreement, the Redevelopment Agency loaned to the Developer the sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00) (the "Original Loan Amount") on the terms and conditions set forth in the Original Loan Agreement.

G. In March of 2011, the Redevelopment Agency entered into an agreement entitled "Affordable Housing Agreement", dated as of March 8, 2011 (the "Affordable Housing Agreement") with the Developer. The Affordable Housing Agreement superseded the Original Loan Agreement.

The Affordable Housing Agreement provided, subject to terms and conditions as therein set forth, that the Redevelopment Agency would make available to the Developer from the Redevelopment Agency's Housing Setaside Fund moneys in the amount of Eight Million Two Hundred Fifty Thousand Dollars (\$8,250,000.00)(the "Redevelopment Agency Disbursement Amount"); such amount was inclusive of the Original Loan Amount, which Original Loan Amount had been disbursed to Developer prior to the approval of the Affordable Housing Agreement (the remaining amount of Six Million Nine Hundred Fifty Thousand Dollars [\$6,950,000.00] is referred to herein as the "Remaining Agency Disbursement Amount"). The Original Loan Amount was funded solely with moneys from the Housing Setaside Fund and the parties to the Affordable Housing Agreement contemplated and such Affordable Housing Agreement provided that the Remaining Agency Disbursement Amount would be funded solely with moneys from the Housing Setaside Fund.

H. The Affordable Housing Agreement, which remains in effect as of the Date of Agreement, provided for the Developer to construct a multi-family housing development to consist of seventy-eight (78) units for occupancy by households of limited income and one (1) manager's unit (the "Rancho Dorado Project"), all as more particularly set forth in the Affordable Housing Agreement. Times for performance under the Affordable Housing Agreement have been extended for two hundred seventy (270) days and the time for achievement of stabilized occupancy has been extended until the last day of the fourteenth (14th) month thereafter in view of the delays and uncertainties associated with ABx1 26 as enacted during 2011 by the California Legislature (the "2011 Dissolution Act") and the various actions taken by the California Supreme Court in connection with *California Redevelopment Association v. Matosantos*, Supreme Court Case No. S194861 (the "Matosantos Case").

I. By the 2011 Dissolution Act, the California Legislature dissolved redevelopment agencies within the State of California. The dissolution of redevelopment agencies by the State under the 2011 Dissolution Act was upheld by California Supreme Court in the Matosantos Case, as decided December 29, 2011.

J. In connection with the 2011 Dissolution Act, and, in particular, Section 34171(j) thereof, the City became the successor agency to the Redevelopment Agency upon dissolution of the Redevelopment Agency.

K. The 2011 Dissolution Act provides, at Section 34176, for the disposition of housing assets of a former redevelopment agency. The City Council of the City designated the Housing Authority as the recipient of the former Redevelopment Agency by its Resolution No. 2011-25 as adopted by the City Council on March 11, 2011.

L. As provided under the 2011 Dissolution Act, an oversight board has been established with respect to the Successor Agency, which oversight board (the "Oversight Board") has reviewed and has addressed the disposition of housing assets of the former Redevelopment Agency. By its Resolution No. OB 2012-06, the Oversight Board confirmed and approved the disposition of the housing assets of the former Redevelopment Agency to the Housing Authority.

M. Under the 2011 Dissolution Act, the Successor Agency is to prepare a recognized obligation payment schedule (a "Draft ROPS") concerning a corresponding six-month period, which Draft ROPS is to be presented for approval by the Oversight Board (and which, upon such approval, becomes the "ROPS"); this process is to be repeated for successive six-month periods as more particularly set forth in the 2011 Dissolution Act. The Successor Agency has prepared and has

approved as a Draft ROPS and the Oversight Board has approved as the ROPS a recognized obligation payment schedule which includes among listed enforceable obligations those amounts described above as the Remaining Agency Disbursement Amount. The ROPS has been sent to the California Department of Finance (“DOF”), as required by the 2011 Dissolution Act, and the Successor Agency has received no objection from DOF in connection with the ROPS concerning the Affordable Housing Agreement.

N. The Successor Agency desires to memorialize its intentions and agree that it will make available to the Housing Authority a portion of those certain moneys as become available to the Successor Agency from time to time as more particularly described below as the Cumulative Share of Actual Available Defined Revenues.

O. The Housing Authority and the Successor Agency mutually desire to describe the parameters of those obligations which Successor Agency has agreed to undertake for the funding of the Remaining Agency Disbursement Amount. The Developer has reviewed and concurs in the agreements herein set forth but is not a party hereto.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and covenants set forth herein, the parties do hereby agree as follows:

C O V E N A N T S

1. Definitions: The words and terms used in this Agreement shall have the following meanings:

a. “Applicable Property Tax Increment” means the Property Tax Increment less monies retained by the County or the State of California or charged for the determination or allocation of tax revenues, including without limitation Section 97 of the California Revenue & Taxation Code or any similar enactment(s) whether or not such monies are lawfully retained by the County.

b. “Auditor-Controller” means the Riverside County Auditor-Controller.

c. “City” means the City of Moreno Valley.

d. “County” means the County of Riverside.

e. “Cumulative Share of Actual Available Defined Revenues” means the cumulative total of each Share of Actual Available Defined Revenues as received by the Successor Agency up to the Maximum Amount which becomes due and payable to the Housing Authority during the Term.”

f. “Fiscal Year” means the period from July 1 to and including the following June 30.

g. “Maximum Amount” means an amount equal to the lesser of: (i) the Remaining Agency Disbursement Amount; or (ii) that amount which becomes due and payable to the Developer pursuant to the Affordable Housing Agreement.

h. “Oversight Board”, as defined in the Recitals hereof, means the Oversight Board for the Successor Agency.

i. “Prior Obligations” means each of the following, as more particularly set forth on the Recognized Obligation Payment Schedule for the Successor Agency as adopted for the period July 1, 2012 through December 31, 2012 (as on file with the Successor Agency as a public record): (i) pass through agreement with the County; (ii) pass through agreement with the local school district; (iii) Towngate Notes; (iv) Price Club agreement; (v) 2007 tax allocation bonds; (vi) 2007 special tax refunding bonds (Towngate 87-1 and Improvement Area No. 1); (vii) Lease Revenue Bonds; and (viii) agreement re Hemlock Family Apartments.

j. “Projected Revenue Exemplar Exhibit” means Exhibit “A” hereto.

k. “Projected Share of Available Defined Revenues” means an amount for each Fiscal Year as projected to be available for payment to the Housing Authority in an amount equal to that shown in respect to the Developer as set forth in the Projected Revenue Exemplar Exhibit.

l. “Property Tax Increment” means the full amount of tax revenues attributable to increases in assessed valuation above the base roll value for the Redevelopment Project Area, which tax revenues are allocated and paid to Successor Agency pursuant to California Health and Safety Code Section 33670(b), subject to the 2011 Dissolution Act, from the Redevelopment Project Area.

m. “Redevelopment Project Area” means the redevelopment project area for the Redevelopment Project as heretofore established by the City Council.

n. “Share of Actual Available Defined Revenues” means that amount determined for each Fiscal Year as available to and received by the Housing Authority based upon the Applicable Property Tax Increment less amounts resulting from the limitations upon revenues available for use by the Successor Agency, including without limitation those matters set forth in Section 3 of this Agreement and further less amounts payable on the Prior Obligations.

o. “Successor Agency”, as defined in the Recitals hereof, means the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley.

p. “Taxing Agencies” means affected taxing entities as described in subsection (a) of Section 33670 of the California Health & Safety Code.

q. “Term” means a period commencing with the Date of Agreement and continuing until the tenth (10th) anniversary thereof; provided that the Term shall expire upon the earlier to occur of: (i) the disbursement to the Housing Authority of the Maximum Amount should that occur prior to the tenth (10th) anniversary of the Date of Agreement, or (ii) such time as a private lender resorts to real property, if any, provided as security to such private lender by the Housing Authority in connection with obtaining or preserving financing for the development as described under the Affordable Housing Agreement.

2. Payment by Successor Agency to Housing Authority. For each Fiscal Year during the Term, Successor Agency shall, subject to the availability of the Share of Actual Available Defined Revenues, pay to Housing Authority the Share of Actual Available Defined Revenues; such

payment may be made in two (2) annual installments at those times more particularly set forth in Section 3(f) of this Agreement.

Each semiannual payment shall be based upon the Share of Actual Available Defined Revenues received by the Successor Agency through the applicable payment date and shall be accompanied by a written statement documenting the total amount of Applicable Property Tax Increment allocated to and received by the Successor Agency through such date. No interest shall accrue regarding the Remaining Agency Disbursement Amount or the payments required to be made by the Successor Agency to the Housing Authority pursuant to this Agreement.

3. Limitations. Receipt of Applicable Property Tax Increment by the Successor Agency is subject to a number of factors and limitations, including without limitation:

a. The County may charge, as a reduction against Property Tax Increment under the 2011 Dissolution Act, as such 2011 Dissolution Act may be hereafter amended. It is mutually expected by the parties hereto that the County will impose charges, the amount of which is not ascertainable as of the execution of this Agreement.

b. The Controller of the State of California (the "Controller") may impose charges, as a reduction of Property Tax Increment, under to the 2011 Dissolution Act, as such 2011 Dissolution Act may be hereafter amended. It is mutually expected by the parties hereto that the Controller will impose charges, the amount of which is not ascertainable as of the execution of this Agreement.

c. Under the 2011 Dissolution Act, payments from Property Tax Increment will be made to Taxing Agencies pursuant to the 2011 Dissolution Act, including without limitation Sections 34182 and 34183 thereof.

d. Property Tax Increment is subject to several other factors which may diminish revenues such as: reassessment upon diminution in value; the occurrence of seismic events and natural disasters; bankruptcy of property owners; exemption from liability for payment of property taxes by certain property owners; hazardous substances; reductions in the rate of inflation; errors in the calculation of Property Tax Increment by the Auditor-Controller; errors in the distribution of Property Tax Increment by the Auditor-Controller; delays in the allocation of Property Tax Increment; assessment appeals; and future legislative enactments which may adversely affect the amount or availability of Property Tax Increment to the Successor Agency; and any other limitations or risk described or referenced in the Official Statement for the \$43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Bonds, Series A (collectively, "Property Tax Increment Factors").

e. Share of Actual Available Defined Revenues is subject to the Property Tax Increment Factors and, additionally: charges that may be imposed by the Controller; claims or judgments against the Redevelopment Agency or the Successor Agency; amounts necessary to satisfy obligations to entities other than the payments provided for under this Agreement; and the effects of determinations or actions by the Oversight Board; the effects of determinations or actions by the Controller, the California Department of Finance or other officials or employees of the State of California.

f. The Successor Agency shall pay to the Housing Authority amounts due pursuant to this Agreement during each Fiscal Year within ten (10) business days of receipt by the Successor Agency of such revenues from the Auditor-Controller.

g. The Successor Agency's obligation to make payments hereunder shall be limited to the Cumulative Share of Actual Available Defined Revenues from the Redevelopment Project Area received by the Successor Agency. Excepting for the foregoing portion of this subsection g, the Successor Agency shall have no liability to make payments under this Agreement. The City shall have no obligation to make any payments or take any actions pursuant to this Agreement; provided that the foregoing portion of this sentence shall not be construed to limit the requirement of the Successor Agency to make payments to the Housing Authority to the extent required under this Agreement from the Share of Actual Available Defined Revenues.

4. Books and Records. Each party shall, within thirty (30) days after receipt of written request from the other, make available to the other for review its books and records regarding the payments and revenues referenced in this Agreement in conformity with Section 2 of this Agreement.

5. Preservation of the Share of Actual Available Defined Revenues. To the greatest extent reasonably practicable, the Successor Agency shall preserve, for the benefit of the Housing Authority, the Share of Actual Available Defined Revenues for the purposes of this Agreement. The Successor Agency will use reasonable efforts to include this Agreement or the Affordable Housing Agreement on the ROPS until the obligation of the Successor Agency to the Housing Agency under this Agreement has been satisfied, and will notify all parties to this Agreement, including all third parties identified in Section 7 below, of any comments on from DOF on the ROPS. Neither this Section 5 nor the remainder of this Agreement shall require that the Successor Agency undertake or defend litigation which would affect the availability of Property Tax Increment, Applicable Property Tax Increment, or Actual Available Defined Revenues.

6. No Modification of Affordable Housing Agreement. Notwithstanding any provision contained herein, no provision in this Agreement shall be construed to modify any obligation of either the Housing Authority, as the successor-in-interest to the housing obligations of the Agency, or the Developer. As a result, both the Housing Authority and the Developer shall remain obligated, under the terms of the Affordable Housing Agreement, to perform the obligations ascribed to them therein.

7. Third Party Beneficiaries. The City, the Developer and, upon Citibank, N.A. making a construction or permanent loan to Developer to construct the Rancho Dorado Project ("Lender"), the Lender, shall be third party beneficiaries of this Agreement and each shall have the right to bring an action under applicable law to enforce the terms of this Agreement. Except for the City, the Developer and the Lender, there shall be no third party beneficiaries of this Agreement.

8. Applicable Law. This Agreement is subject to the laws of the State of California as such laws may be amended from time to time and determinations by the California Department of Finance.

9. Limitation of Liability. The liability of the Successor Agency under this Agreement shall be limited to Applicable Tax Increment up to the Remaining Agency Disbursement Amount. The City shall have no liability under this Agreement.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first hereinabove written.

HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY

By: _____
Executive Director

CITY OF MORENO VALLEY AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By: _____

Acknowledged and Consented to by:

MV Rancho Dorado Limited Partnership, a California limited partnership

By: PC Moreno Valley Developers LLC, a California limited liability company, its administrative general partner

By: Palm Communities, a California corporation, its sole member/manager

By: _____
Todd A. Deutscher, Chief
Operating Officer and Chief
Financial Officer

EXHIBIT "A"

PROJECTED REVENUE EXEMPLAR EXHIBIT

RECOGNIZED ENFORCEABLE OBLIGATIONS - CASHFLOW			JAN - JUN 2012	JULY-DEC 2012	JAN - JUN 2013	JULY-DEC 2013	JAN - JUN 2014	JULY-DEC 2014	JAN-JUNE 2015
CURRENT OBLIGATIONS		FY 2010-11	FY 2011-12	FY 2012-13	FY 2012-13	FY 2013-14	FY 2013-14	FY 2014-15	FY 2014-15
		AUDITED	SS1 JAN 2012	SS2 JUNE 2012	SS1 JAN 2013	SS2 JUNE 2013	SS1 JAN 2014	SS2 JUNE 2014	SS1 JAN 2015
		ACTUAL	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT
1	FUND BALANCE AT JULY 1 (BEGINNING)	\$ 5,847,726	\$ 3,245,623	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2	REVENUES								
3	TAX INCREMENT REVENUE - FLAT	17,712,668	9,172,440	9,172,440	9,172,440	9,172,440	9,172,440	9,172,440	9,172,440
4	TAX INCREMENT SUPPLEMENTAL	(243,575)							
5	TAX INCREMENT DEBT SERVICE	145,702	68,958	68,958	68,958	68,958	68,958	68,958	68,958
6	PROPERTY TAXES	1,090,264							
7	GROSS TAX INCREMENT REVENUE	\$ 18,705,099	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398
8	GROSS TAX REVENUE	\$ 18,705,099	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398
9	SCHOOL DISTRICTS (ESTIMATED) @ 2% INCREMENT	(1,090,264)	(557,255)	(557,255)	(568,400)	(568,400)	(579,768)	(579,768)	(591,364)
10	TAX INCREMENT REVENUE LESS SCHOOL DIST P/T	\$ 17,614,795	\$ 8,684,142	\$ 8,684,142	\$ 8,672,997	\$ 8,672,997	\$ 8,661,629	\$ 8,661,629	\$ 8,650,034
11	LESS: COUNTY PASS THROUGH	(7,591,298)	(1,615,185)	(6,000,000)	(1,672,997)	(6,000,000)	(1,661,629)	(6,000,000)	(1,650,034)
12	COUNTY ADMINISTRATION FEES/STATE ADMIN	(198,129)	(233,646)	(250,000)	(255,000)	(260,100)	(265,302)	(270,608)	(276,020)
13	FLOOD CONTROL AGREEMENT - Fee @ 5% of TI (net schools)	(792,666)	(783,573)	(834,207)	(833,650)	(833,650)	(833,081)	(833,081)	(832,502)
14	TOTAL PASS THROUGH PAYMENTS (MINUS FLOOD CONTROL)	\$ (1,683,601)	\$ (1,668,802)	\$ (1,668,802)	\$ (1,563,647)	\$ (1,668,802)	\$ (1,668,802)	\$ (1,668,802)	\$ (1,668,802)
15	EST AVAILABLE TO BE DEPOSITED TO THE RPTIF	\$ 9,032,702	\$ 6,059,738	\$ 1,999,995	\$ 6,311,350	\$ 1,979,247	\$ 6,301,617	\$ 1,957,940	\$ 6,291,478
16	SALES TAX REVENUE/TOWNGATE (Note 1)	544,542							
17	SALES TAX REVENUE/PRICE CLUB (Note 2)	449,473							
18	INTEREST INCOME w/o gains/loss	511,524							
19	OTHER REVENUES	157,846							
20	DRAW FROM ENCUMBRANCE								
21	DEBTS			2,239,474		1,486,742		1,829,925	
22	AUDIT ADJUSTMENT	(413,385)							
23	OTHER REVENUE	\$ 1,250,000	\$ -	\$ 2,239,474	\$ -	\$ 1,486,742	\$ -	\$ 1,829,925	\$ -
24	EST AVAILABLE FOR ENFORCEABLE OBLIGATIONS	\$ 10,829,902	\$ 6,059,738	\$ 4,238,469	\$ 6,311,350	\$ 4,465,989	\$ 6,301,617	\$ 3,787,865	\$ 6,291,478
25	DEBT OBLIGATIONS								
26	HOUSING SETASIDE (20%) - net taxing agencies	(3,522,959)							
27	SERAF PASS THROUGH	(1,081,579)	Feb 2012	Aug 2012	Feb 2013	Aug 2013	Feb 2014	Aug 2014	Feb 2015
28	AUTO MAIL SPECIAL TAX BONDS	(96,489)	(29,292)	(17,569)	(17,569)	(54,725)	(54,826)	(54,826)	(54,826)
29	2007 TABS SERIES A	(2,185,030)	(1,021,892)	(1,246,892)	(1,016,742)	(1,246,742)	(1,012,142)	(1,242,142)	(1,008,117)
30	2007 TABS SERIES B PORTFOLIO	(348,672)							
31	2007 SPECIAL TAX REFUNDING BONDS TOWNGATE 87-1	(1,167,636)	(1,175,145)	(587,783)	(587,783)	(591,174)	(591,174)	(593,119)	(593,119)
32	PRICE CLUB	(161,892)	(240,000)	(240,000)	(240,000)	(240,000)	(240,000)	(240,000)	(240,000)
33	MALL NOTES (ORIGINAL SEARS OBLIGATIONS)	(244,242)	(240,000)	(240,000)	(240,000)	(240,000)	(240,000)	(240,000)	(240,000)
34	IMPROVEMENT AREA NO. 1 SPECIAL TAX REFUNDING	(277,359)	(274,445)	(138,013)	(138,013)	(138,591)	(138,591)	(138,948)	(138,948)
35	PUBLIC SAFETY FINANCING LEASE REVENUE BONDS - when?	(150,000)	(150,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)
36	LEASE REVENUE BONDS (SUNNYMEAD BLVD.)	(595,873)	(594,598)	(404,799)	(192,574)	(407,574)	(187,199)	(490,975)	(182,599)
37	CONFERENCE AND RECREATION CENTER FINANCING	(298,513)							
38	MOSS BROS. AUTOGROUP		(232,041)	(250,000)					
39	LAND REPAYMENT (EST - LAIF YIELD)	(26,071)							
40	OPERATION COSTS								
41	CONTRACT COSTS FOR:								
42	ANNUAL CERTIFICATION - HOUSING	(20,000)		(20,000)		(20,000)		(20,000)	
43	ABATEMENT OF PROPERTIES	(7,090)		(7,500)		(7,500)		(7,090)	
44	SPECIAL TAX REPORTING	(2,000)		(2,500)		(2,500)		(2,000)	
45	UNFUNDED LIABILITIES	(7,101)		(18,317)		(18,683)		(19,057)	
46	LEGAL SERVICES - GENERAL	(106,678)		(36,000)		(36,000)		(36,000)	
47	LEGAL SERVICES - HOUSING RELATED	(33,000)		(12,500)		(12,500)		(12,500)	
48	PROFESSIONAL SERVICES - HOUSING RELATED	(5,000)		(2,500)		(2,500)		(2,500)	
49	HOUSING PROJECTS								
50	HEMLOCK FAMILY APTS (XFER TO MHM)						(1,000,000)		
51	OAKWOOD APARTMENTS		(750,000)						
52	RANCHO DORADO APTS SOUTH (XFER TO MHM)		(1,836,419)	(500,876)	(2,350,927)	(488,726)			
53	PROJECTS								
54	DAY STEUCALYPTUS - 7922		(10,500)						
55	SUNNYMEAD BLVD. - 7921		(22,000)	(314,160)					
56	RECOGNIZED ENFORCEABLE OBLIGATIONS	\$ (10,517,699)	\$ (6,797,200)	\$ (4,114,409)	\$ (4,699,608)	\$ (5,838,215)	\$ (4,098,920)	\$ (5,175,067)	\$ (2,613,609)
57	ADMINISTRATIVE ALLOWANCE	(595,865)	(302,687)	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)
58	RECOGNIZED ENFORCEABLE OBLIGATIONS - INCLUDING ADMIN	\$ (11,113,565)	\$ (7,099,887)	\$ (4,239,409)	\$ (4,824,608)	\$ (6,463,215)	\$ (4,223,920)	\$ (5,300,067)	\$ (2,738,609)
59	EXCESS/DEFICIENCY OF REVENUE	\$ (830,659)	\$ (1,006,149)	\$ (0)	\$ 1,486,742	\$ 2,775	\$ 2,077,696	\$ 487,998	\$ 3,552,869
60	BEGINNING FUND BALANCE	5,847,716	3,245,623						
61	ENCUMBRANCE								
62	DEBTS								
63	2007 TABS SERIES A		(1,246,892)		(1,246,742)		(1,242,142)		(1,008,117)
64	2007 SPECIAL TAX REFUNDING BONDS TOWNGATE 87-1		(587,783)		(587,783)		(587,783)		
65	LEASE REVENUE BONDS (SUNNYMEAD BLVD.)		(404,799)						
66	PRICE CLUB			(240,000)					
67	HEMLOCK FAMILY APTS (CUMULATIVE)					(2,775)			
68	RANCHO DORADO APTS SOUTH (CUMULATIVE)								
69	BALANCE REMAINING TO BE REDISTRIBUTED TO TAXING AGENCIES	\$ 5,017,096	\$ 0	\$ (0)	\$ (0)	\$ (0)	\$ 247,772	\$ 487,998	\$ 2,544,752
70	LESS: EXPENSES INCURRED JUL 1, 2011 TO DEC 31, 2011								
71	RDA ADMIN EXPENSE	(308,813)							
72	CAPITAL PROJECTS FUNDED BY RDA	(228,781)							
73	DEBT SERVICE PAYMENT - 2007 TABS AUG 2011	\$ (1,233,940)							
74	BALANCE REMAINING TO BE ENCUMBERED	\$ 3,245,623							

ROPS - HOUSING CASHFLOW - OPTION #3			JAN - JUN 2012	JULY-DEC 2012	JAN - JUN 2013	JULY-DEC 2013	JAN - JUN 2014	JULY-DEC 2014	JAN-JUNE 2015
CURRENT OBLIGATIONS		FY 2010-11	FY 2011-12	FY 2012-13	FY 2012-13	FY 2013-14	FY 2013-14	FY 2014-15	FY 2014-15
		PROJECTED	SS1 JAN 2012	SS2 JUNE 2012	SS1 JAN 2013	SS2 JUNE 2013	SS1 JAN 2014	SS2 JUNE 2014	SS1 JAN 2015
		ACTUAL	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT
75	FUND BALANCE AT JULY 1 (BEGINNING)	\$ 28,230,437	\$ 7,450,555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
76	REVENUES								
77	DRAW FROM ENCUMBRANCE - PROJECTS			3,613,471	4,114,347	6,465,274			
78	TRANSFER FROM SUCCESSOR AGENCY PROP TAX	3,522,959	1,836,419	500,876	2,350,927	488,726	1,000,000		
79	INTEREST INVESTMENT/ OTHER INCOME	197,807							
80	TRANSFER IN FROM ROPS								
81	OTHER REVENUES	1,871							
82	TOTAL REVENUES	\$ 3,722,637	\$ 1,836,419	\$ 4,114,347	\$ 6,465,274	\$ 6,954,000	\$ 1,000,000	\$ -	\$ -
83	ADMINISTRATION EXPENSE	\$ (648,225)	\$ (878,503)						
84	PROJECTS/PROGRAMS								
85	HEMLOCK FAMILY APT		(5,300,000)				(1,000,000)		
86	RANCHO DORADO - NORTH								
87	RANCHO DORADO - SOUTH					(6,950,000)			
88	TRANSFER FUND TO SA								
89	TOTAL HOUSING EXPENDITURES	\$ (648,225)	\$ (5,678,503)	\$ -	\$ -	\$ -	\$ (1,000,000)	\$ -	\$ -
90	EXCESS/DEFICIENCY OF REVENUES	\$ 3,074,412	\$ (3,842,084)	\$ 4,114,347	\$ 6,465,274	\$ 6,954,000	\$ -	\$ -	\$ -
91	LESS UNAVAILABLE AMOUNTS								
92	LAND HELD FOR REDEVELOPMENT	(197,660)							
93	LONG TERM LOANS RECEIVABLE	(3,386,697)							
94	ENCUMBRANCES	(750,000)							
95	REHABILITATION LOANS	(20,519,937)							
96	ENCUMBRANCE FOR HOUSING ENFORCEABLE OBLIGATIONS		(3,613,471)	(4,114,347)	(6,465,274)				
97	TOTAL UNAVAILABLE AMOUNTS	\$ (24,854,294)	\$ (3,613,471)	\$ (4,114,347)	\$ (6,465,274)	\$ -	\$ -	\$ -	\$ -
98	FUND BALANCE	\$ 7,450,555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FINANCING AGREEMENT

THIS FINANCING AGREEMENT, dated as of May __, 2012 (this "Financing Agreement"), is made and entered into by and between the Housing Authority of the City of Moreno Valley, a public body corporate and politic duly organized and existing under the laws of the State of California (the "Housing Authority") and Citibank, N.A., a national banking corporation organized and existing under the laws of the State of California, Lender (the "Lender");

WITNESSETH:

In the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration, the parties hereto recite and agree as follows:

Section 1. Recitals.

(a) The terms capitalized in this Financing Agreement shall have the meanings ascribed to them in that certain agreement between the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley (the "Successor Agency") and the Housing Authority dated as of May 22, 2012 (the "Successor Agency Agreement"), a copy of which is on file with the Successor Agency as a public record.

(b) The Successor Agency Agreement provides for the Successor Agency to make certain payments to the Housing Authority of the "Cumulative Share of Actual Available Defined Revenues" up to the "Maximum Amount" (as such capitalized terms are defined in the Successor Agency Agreement, subject to terms and conditions as more particularly set forth therein).

(c) Lender, upon execution of the Successor Agency Agreement and this Agreement, is prepared to commit to provide construction financing (the "Construction Loan") and permanent financing (the "Permanent Loan") for that development as required to be undertaken by the Developer under that certain "Affordable Housing Agreement" dated as of March 11, 2011 by and between the Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency") and MV Rancho Dorado Limited Partnership, a California limited partnership (the "Developer"). The execution and delivery of this Financing Agreement is a condition precedent without which the Lender is not prepared to close the construction loan, which, by its terms, will convert to permanent loan status upon completion of construction and satisfaction of other requirements set forth in the Lender's loan documents.

(d) Lender has been provided with each of the Affordable Housing Agreement and the Successor Agency Agreement.

(e) The Housing Authority Law is codified in Health and Safety Code Sections 34200 et seq. (the "Law"). Section 34240 of the Law provides that in every city there is a public body corporate and politic known as the housing authority of the city.

(f) Section 34240 of the Law additionally provides that a housing authority shall not transact business or exercise its power unless the City Council of the city declares by Resolution that there is a need for a housing authority to function in the city.

(g) The City Council of the City of Moreno Valley (the “City”) has determined that there is a need for a housing authority in the City and has established the Housing Authority and has further declared that the City Council shall be the Commissioners of the Housing Authority.

(h) The City previously activated the Community Redevelopment Agency of the City of Moreno Valley (the “Redevelopment Agency”) pursuant to Part 1 of Division 24 of the California Health and Safety Code (the “Redevelopment Law”). The City subsequently created a redevelopment project area (the “Redevelopment Project Area”) and adopted and amended a redevelopment plan (as amended, the “Redevelopment Plan”), which included provision for tax increment financing as provided under the Redevelopment Law, including without limitation Section 33670(b) thereof.

(i) In connection with its operations as a redevelopment agency acting under the Redevelopment Law, the Redevelopment Agency established and maintained a fund under Sections 33334.2 and 33334.3 (the “Housing Setaside Fund”).

(j) In March 2010, the Redevelopment Agency approved an agreement entitled “Loan Agreement” (the “2010 Loan Agreement”), which was dated as of March 1, 2010, between the Redevelopment Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership (the “Developer”). In connection with the 2010 Loan Agreement, the Redevelopment Agency loaned to the Developer the sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00)(the “Original Loan Amount”) on the terms and conditions set forth in the Loan Agreement.

(k) In March of 2011, the Redevelopment Agency entered into an agreement entitled “Affordable Housing Agreement”, dated as of March 8, 2011 (the “Affordable Housing Agreement”) with the Developer. The Affordable Housing Agreement superseded the Original Loan Agreement. The Affordable Housing Agreement provided, subject to terms and conditions as therein set forth, that the Redevelopment Agency would make available to the Developer from the Redevelopment Agency’s Housing Setaside Fund moneys in the amount of Eight Million Two Hundred Fifty Thousand Dollars (\$8,250,000.00)(the “Redevelopment Agency Disbursement Amount”); such amount was inclusive of the Original Loan Amount, which Original Loan Amount had been disbursed to Developer prior to the approval of the Affordable Housing Agreement (the remaining amount of Six Million Nine Hundred Fifty Thousand Dollars [\$6,950,000.00] is referred to herein as the “Remaining Agency Disbursement Amount”). The Original Loan Amount was funded solely with moneys from the Housing Setaside Fund and the parties to the Affordable Housing Agreement contemplated and such Affordable Housing Agreement provided that the Remaining Agency Disbursement Amount would be funded with moneys from the Housing Setaside Fund.

(l) The Affordable Housing Agreement, which remains in effect as of the Date of Agreement, provided for the Developer to construct a multi-family housing development to consist of seventy-nine (79) units, of which seventy-eight (78) units are for occupancy by households of limited income, all as more particularly set forth in the Affordable Housing Agreement.

(m) By ABx1 26 as enacted during 2011 by the California Legislature (the “2011 Dissolution Act”), the California Legislature dissolved redevelopment agencies within the State of California. The dissolution of redevelopment agencies by the State under the 2011 Dissolution Act

was upheld *California Redevelopment Association v. Matosantos*, Supreme Court Case No. S194861 (the “Matosantos Case”), as decided December 29, 2011.

(n) In connection with the 2011 Dissolution Act, and, in particular, Section 34171(j) thereof, the City became the successor agency to the Redevelopment Agency upon dissolution of the Redevelopment Agency.

(o) The 2011 Dissolution Act provides, at Section 34176, for the disposition of housing assets of a former redevelopment agency. The City Council of the City designated the Housing Authority as the recipient of the former Redevelopment Agency by its Resolution No. 2011-25 as adopted by the City Council on March 11, 2011.

(p) As provided under the 2011 Dissolution Act, an oversight board has been established with respect to the Successor Agency, which oversight board (the “Oversight Board”) has reviewed and has addressed the disposition of housing assets of the former Redevelopment Agency. By its Resolution No. OB 2012-06, the Oversight Board confirmed and approved the disposition of the housing assets of the former Redevelopment Agency to the Housing Authority.

(q) Under this Agreement, the Housing Authority shall make available to the Lender such moneys as Housing Authority receives from the Successor Agency pursuant to the Successor Agency Agreement up to the Maximum Amount as therein set forth and execute the Cash Collateral Agreement substantially in the form attached hereto as Exhibit “A” (the “Cash Collateral Agreement”).

(r) The Lender has required, as a condition of making an irrevocable commitment to Developer for a construction loan and a permanent loan for the Improvements under the Affordable Housing Agreement, that the Housing Authority commit to provide to Developer’s limited partner, Boston Financial Select Tax Credit Fund 2011, Limited Partnership (“Lender’s Agent”), a security interest in that real property described in Exhibit “B” hereto (the “Housing Authority Security Property”); provided that, in the event Lender receives the Remaining Agency Disbursement Amount from the Housing Authority, Lender’s Agent shall promptly release its security interest in the Housing Authority Security Property and reconvey such Housing Authority Security Property to the Housing Authority. In addition, in the event the Lender’s Agent acquires the Housing Authority Security Property upon foreclosure or deed or assignment in lieu of foreclosure, Lender’s Agent shall grant Housing Authority the option to reacquire the Housing Authority Security Property as provided in Section 4 of this Financing Agreement. Lender’s Agent shall be designated as Boston Financial Investment Management.

(s) Each of the parties has authority to enter into this Financing Agreement, and has taken all actions necessary to authorize its officers to execute and deliver this Financing Agreement on its respective behalf.

Section 2. Commitment of Cumulative Share of Actual Available Defined Revenues.

In consideration of the commitment of the Lender to provide the Conforming Construction Loan and the Conforming Permanent Loan, the Housing Authority commits to transfer to the Lender the Cumulative Share of Actual Available Defined Revenues (as defined in the Successor Agency Agreement) as received by the Housing Authority. The Housing Authority consents to the deposit of such moneys with the “Escrow Fund” as established pursuant to the Cash Collateral Agreement. The

obligation of the Housing Authority pursuant to this Section 2 shall cease to be of effect in the event of any of the following occurs: (i) disbursement by the Housing Authority of the Maximum Amount; (ii) the closing of the Conforming Construction Loan; or (iii) the termination of the Affordable Housing Agreement under an event of default by the Developer and failure to cure during within the applicable cure period determined under the Affordable Housing Agreement.

Upon occurrence of item (iii) described in the preceding paragraph (a “Defined Event”), or otherwise at the option of the Lender, the Lender shall return to the Housing Authority, or to another public entity designated by the Housing Authority for such purpose, an amount equal to the moneys disbursed by the Housing Authority that are held by the Lender and the Lender shall further notify the Housing Authority in writing that such event has occurred and that the Housing Authority is exonerated and released from any obligation to make additional payments hereunder. Upon occurrence of a default by the Developer which leads to a termination of the Construction Loan by the Lender, the Housing Authority’s obligations hereunder shall be limited to the amount of any deficiency which remains after deducting the amount of funds obtained by Lender from Developer through any and all remedies pursued under its loan documents, including but not limited to, foreclosure or deed in lieu of foreclosure, from the amount of Lender funds disbursed to Developer under its loan agreement, plus outstanding interest, costs and fees.

Section 3. Housing Authority Security Property.

The Housing Authority shall, upon receipt of a certificate by the Lender that the Lender is prepared to make the Conforming Construction Loan and is prepared to commit to make the Conforming Permanent Loan provided that the Housing Authority executes a deed of trust as provided below, execute a deed of trust encumbering the Housing Authority Security Property (the “Housing Authority Deed of Trust”) as additional assurance that the Housing Authority will make those payments provided for in Section 2 hereof. The Housing Authority Deed of Trust shall be in form reasonably acceptable to each of the Lender, Lender’s Agent and the Housing Authority.

The Housing Authority agrees and acknowledges that Lender’s Agent may resort to the Housing Authority Security Property in the event of failure of the Developer to perform under the Conforming Construction Loan or the Conforming Payment Loan (after affording Developer a reasonable opportunity to cure), provided that the Lender’s Agent shall have first given to the Housing Authority written notice specifying the defaults or failures of the Developer and shall have provided the Housing Authority a period of not less than sixty (60) days from receipt of such notice to (i) cure such failures or defaults, or (ii) purchase the Conforming Construction Loan (or, as applicable, the Conforming Permanent Loan) for the outstanding amount of the corresponding loan.

Upon occurrence of one of the Defined Events, Lender’s Agent shall promptly release and reconvey the Housing Authority Deed of Trust or, if requested by the Housing Authority, execute a quitclaim as to the Site to the Housing Authority or a public entity designated for such purpose by the Housing Authority.

Section 4. Option to Reacquire the Housing Authority Security Property.

In the event Lender’s Agent acquires the Housing Authority Security Property, the Housing Authority and the City of Moreno Valley, a municipal corporation (the “City”) shall have the option to purchase from Lender’s Agent and/or the Housing Authority Security Property for an amount equal to the outstanding amount of the Conforming Construction Loan or, if applicable, the

If to the Lender: Citibank, N.A.,
[to come]
Los Angeles, California 9____
Attention: _____

If to Lender's Agent: BFIM Special limited Partner, Inc.
c/o Boston Financial Investment Management, LP
101 Arch Street, 13th Floor
Boston, MA 02110
Attn: Asset Management

(with a copy to) Holland & Knight LLP
10 St. James Avenue
Boston, MA, 02116
Attention: James E. McDermott, Esq.

The Housing Authority, the City and the Lender, by notice given hereunder, may designate different addresses to which subsequent notices or other communications will be sent.

Section 9. Timing for Performance under the Affordable Housing Agreement. As a matter between the Lender and the Housing Authority, times for performance set forth in the Affordable Housing Agreement (as set forth in the Schedule of Performance attached thereto) shall be deemed extended by two hundred seventy (270) days; such extension is based upon the enactment of the 2011 Dissolution Act and a stay which was put into effect by the California Supreme Court during the consideration of the Matosantos Case.

Section 10. No Third Party Beneficiaries Except for City. The City shall be a third party beneficiary of this Agreement and shall have the right to bring an action under applicable law to enforce the terms of this Agreement. Except for the City, there shall be no third party beneficiaries of this Agreement.

Section 11. Applicable Law. This Agreement shall be subject to the laws of the State of California, as such laws may be amended from time to time.

Section 12. Limitation of Liability. The liability of the Housing Authority under this Agreement shall be limited to the moneys the Housing Authority receives from the Successor Agency as the Cumulative Share of Actual Available Defined Revenues and the Housing Authority Security Property; provided that the total recoverable against the Housing Authority from such moneys and the Housing Authority Security Property, as combined, may not exceed an amount equal to the Remaining Agency Disbursement Amount. Neither the Successor Agency nor the City shall have any liability under this Agreement.

Section 13. Captions.

The captions or headings in this Financing Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Financing Agreement.

Section 14. Execution in Counterparts.

This Financing Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

Section 15. Binding Effect.

This Financing Agreement shall inure to the benefit of and shall be binding upon the Housing Authority and the Lender and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Financing Agreement by their officers thereunto duly authorized as of the day and year first written above.

HOUSING AUTHORITY OF THE CITY OF
MORENO VALLEY

By: _____
Its: Executive Director

ATTEST:

Secretary

CITIBANK, N.A.

By: _____
Its: Authorized Officer

Acknowledged and Consented to by:

MV Rancho Dorado Limited Partnership, a California
limited partnership

By: PC Moreno Valley Developers LLC, a
California limited liability company, its
administrative general partner

By: Palm Communities, a California
corporation, its sole member/manager

By: _____
Todd A. Deutscher, Chief
Operating Officer and Chief
Financial Officer

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
 Corporate Officer

Title(s)

- Partner(s) Limited
 General
 Attorney-In-Fact
 Lender(s)
 Guardian/Conservator
 Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

EXHIBIT "A"

CASH COLLATERAL AND SECURITY AGREEMENT

THIS CASH COLLATERAL AND SECURITY AGREEMENT (this "**Agreement**"), dated as of May 1, 2012, by and among **MV RANCHO DORADO LIMITED PARTNERSHIP**, a California limited partnership (together with its permitted successors and assigns, the "**Borrower**"), the **HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**, as Successor Housing Agency to the Community Redevelopment Agency of the City of Moreno Valley (the "**Authority**"), **CITIBANK, N.A.**, a national banking association (together with its permitted successors and assigns, the "**Collateral Agent**"), not in its individual capacity but solely in its capacity as escrow agent, and **CITIBANK, N.A.**, a national banking association (together with its successors and assigns, the "**Bank**").

RECITALS

A. Borrower has applied to the Bank for a loan (the "**Loan**") for the acquisition, construction, rehabilitation, development, equipping and/or operation of a 79-unit multifamily residential project located in Moreno Valley, Riverside County, California, known or to be known as Rancho Dorado South Apartments (the "**Mortgaged Property**")

B. The Loan is evidenced by the Note and that certain Construction Loan Agreement dated as of the date hereof between Borrower and Bank (the "**Loan Agreement**"). The term "**Note**" means that certain Multifamily Note dated as of the date hereof in the maximum principal amount of \$12,000,000, made by Borrower payable to the order of Bank.

C. The Loan is secured by, among other things, that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date hereof executed by Borrower for the benefit of Bank (the "**Security Instrument**"; together with the Note, the Loan Agreement and all other documents executed in connection with the Loan, including this Agreement, the "**Borrower Loan Documents**"), which Security Instrument encumbers the Mortgaged Property, and will be advanced to Borrower subject to Bank's approval of disbursements in accordance with the Loan Agreement.

D. The term "**Beneficiary Parties**" as used herein shall mean Bank, any Servicer, and their respective successors and assigns. The term "**Beneficiary Parties**" shall also include any lawful owner, holder or pledgee of the Note.

E. Borrower and the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic ("**Agency**") entered into that certain Affordable Housing Agreement dated as of March 8, 2011 (the "**Affordable Housing Agreement**"), pursuant to which, among other things, the Agency agreed to make a loan to the Borrower to be made from certain tax increment funds available to the Agency. The Authority has acquired all of Agency's rights and obligations under the Affordable Housing Agreement and, upon the satisfaction of the conditions set forth in Section 3.1 of the Affordable Housing Agreement, shall

make an additional loan to Borrower pursuant to the terms of the Affordable Housing Agreement (“**Authority Loan**”).

F. The City of Moreno Valley, as the successor agency to the Community Redevelopment Agency of the City of Moreno Valley (“**City**”) and the Authority are executing that certain agreement dated as of May 22, 2012 (“**Tax Increment Agreement**”), pursuant to which Tax Increment Agreement the City and Authority agree that available tax increment from the Moreno Valley Redevelopment Project Area will be pledged to and made available for transfer to the Authority to fund the Authority Loan.

G. Pursuant to the terms of this Agreement, the Authority will, on or before the Closing Date, fund \$1,770,000 into the Escrow Fund (as defined in Section 4 of this Agreement) held by the Collateral Agent on behalf, and for the benefit of, the Bank.

H. It is a condition precedent to the making of the Loan that the Borrower enter into this Agreement and that not less than an additional \$5,180,000, as and when available to the Authority pursuant to the terms of the Tax Increment Agreement, be funded into the Escrow Fund. In addition, and as further consideration, the Borrower is agreeing to grant Bank a first priority security interest in all of the funds held in the Escrow Fund. Monies in the Escrow Fund will be paid from such Escrow Fund pursuant to the terms and conditions of this Agreement.

I. The Collateral Agent has agreed to act as Collateral Agent for the Bank upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Borrower, the Collateral Agent, and the Bank, the Borrower, the Collateral Agent and the Bank agree as follows:

Incorporation of Recitals; Definitions; Interpretation; Reference Materials.

Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

Interpretation. Words importing any gender include all genders. The singular form of any word used in this Agreement shall include the plural, and vice versa, unless the context otherwise requires. Words importing persons include natural persons, firms, associations, partnerships, corporations and public entities.

Reference Materials. Sections cited by number only refer to the respective sections of this Agreement so numbered. Reference to “this section” or “this subsection” shall refer to the particular section or subsection in which such reference appears. Any captions, titles or headings preceding the text of any section and any table of contents or index attached to this Agreement are solely for convenience of reference and shall not constitute part of this Agreement or affect its meaning, construction or effect.

Effective Date. The parties agree that this Agreement is dated as of the date first above written for convenience of the parties, and agree that it shall be effective on, from and

after, and all representations and warranties shall be made as of, the Closing Date (as defined in the Loan Agreement).

Definitions. In addition to terms elsewhere defined in this Agreement including the Recitals, the following words and terms as used in this Agreement and the Recitals hereto shall have the following meanings unless the context or use clearly indicates another or different meaning or intent. Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings given to those terms in the Loan Agreement.

“**Investor**” means Boston Financial Select Tax Credit Fund 2011, Limited Partnership, a Massachusetts limited partnership.

“**Moody’s**” means Moody’s Investors Service Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, if such successors and assigns shall continue to perform the functions of a securities rating agency.

“**Obligations**” means all obligations of the Borrower to the Bank now or hereafter existing under the Loan Agreement or any of the other Borrower Loan Documents.

“**Permitted Investments**” shall have the meaning ascribed to such term in Exhibit A attached hereto.

Grant of Security Interest.

The Borrower pledges, assigns and grants to Bank a first priority security interest (the “**Security Interest**”) in all of its right, title and interest, if any, in and to the following: (i) any and all deposits now or hereafter made by the Authority or other funds of Borrower (together, the “**Deposits**”) to the Escrow Fund; (ii) all Permitted Investments (as defined in Exhibit A attached hereto) made from time to time with funds held in the Escrow Fund, all certificates and instruments, if any, from time to time representing or evidencing such investments; (iii) the Escrow Fund; (iv) any and all rights of Borrower under the Affordable Housing Agreement and the Tax Increment Agreement; and (v) all cash and non-cash proceeds of any of the foregoing. The Borrower agrees that the Security Interest shall secure the prompt and complete payment and performance when due whether at stated maturity, by acceleration or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under the Bankruptcy Code) of all Obligations now or hereafter existing. The Borrower acknowledges that its obligation to pay the Obligations when due is a separate and independent obligation of the Borrower and will not be subject to any suspension, diminution or set-off irrespective of any failure by the Collateral Agent to perform its obligations under this Agreement.

At any time and from time to time, at the expense of the Borrower, the Borrower shall promptly execute and deliver all further instruments and documents, and take all further action, including, without limitation the delivery of any financing statements required under the Uniform Commercial Code of the State of California (the “**UCC**”) and that may be necessary or desirable, or that Bank may request, in order to perfect, continue and protect any security interest granted or purported to be granted by this Agreement or to enable Bank or the Collateral Agent to exercise its rights under this Agreement.

The Borrower agrees that it has no right to and will not sell or otherwise dispose of any of the Deposits or Permitted Investments or the Escrow Fund and it has no right to and will not, create or permit to exist any lien, security interest, or other charge or encumbrance upon or with respect to the Deposits, the Permitted Investments, or the Escrow Fund except for the Security Interest created pursuant to this Agreement.

Escrow Payments. The Borrower and the Authority agree to irrevocably pay or cause to be deposited in the Escrow Fund all tax increment pursuant to the Tax Increment Agreement within three (3) days of such tax increment becoming available, subject to the prior Security Interest granted to Bank to be held in escrow in the Escrow Fund subject to the terms and conditions of this Agreement.

Establishment of Escrow Fund.

The Collateral Agent has established, at the request of the parties hereto, a special and irrevocable escrow fund designated “Cash Collateral Account Rancho Dorado” (the “**Escrow Fund**”). Such Escrow Fund is a special, segregated escrow fund maintained at the Collateral Agent separate and apart from the general banking assets and liabilities of the Collateral Agent and held and administered by the Collateral Agent for the benefit of Bank in accordance with the terms and provisions of this Agreement.

The Collateral Agent acknowledges that (i) it will hold such Deposits and any investments in such Escrow Fund for the benefit of Bank and pursuant to the terms of this Agreement; (ii) it will credit such Deposits and any investments in the Escrow Fund on its own books and records to the Escrow Fund, subject to the Security Interest; and (iii) it will hold such Deposits: (a) for the credit of the Escrow Fund as Collateral Agent hereunder subject to the Security Interest and the terms of this Agreement and (b) as a “financial intermediary” (as such term is defined in the Uniform Commercial Code as in effect in the State of California) for the account and benefit of Bank, as secured party; provided, however, that any investment earnings on moneys deposited into the Escrow Fund shall be paid to the Borrower on a quarterly basis.

The parties agree that the Deposits into the Escrow Fund constitute irrevocable payments in escrow solely for use as described in this Agreement. The parties hereto agree that the Borrower shall not have any control over the use of, or any right to withdraw any moneys from the Escrow Fund or any proceeds thereof except as provided in Section 6 of this Agreement.

Investment of Moneys In Escrow Fund; Interest Earnings; Arbitrage.

Funds deposited in the Escrow Fund may be invested and reinvested by and in the name of the Collateral Agent only in Permitted Investments. All Permitted Investments shall be made by the Collateral Agent at the written direction of the Borrower with the consent of the Authority and the Investor. The Collateral Agent shall invest the Escrow Fund on the date of deposit provided that it is received on or before 11:00 a.m. New York City time. Any investment direction contained herein may be executed through an affiliated broker dealer of the Collateral Agent and will be entitled to such usual and customary fee. Neither Citibank, N.A. nor any of its affiliates assume any duty or liability for monitoring the investment rating. The Collateral Agent

or its affiliates may act as principal, agent, sponsor or depository with respect to any Permitted Investments.

Application of Escrow Fund. Bank may direct the Collateral Agent, with the (so long as no Event of Default has occurred) written consent of the Authority and the Borrower, given by a person at the time designated and authorized to act on behalf of the Borrower, Authority and Bank, in accordance with a disbursement authorization in the form attached here to as Exhibit B, to disburse amounts from the Escrow Fund to or for the benefit of Borrower, only to satisfy amounts due under the Loan. Authority and Borrower will give such consent when and if all conditions to disburse the Authority Loan are satisfied pursuant to Section 3.1 of the Affordable Housing Agreement.

[Intentionally Omitted]

Representations and Warranties.

Representations and Warranties of the Borrower. The Borrower represents and warrants to the Collateral Agent and the Bank on the Closing Date (except as to clause (e) below) and on each date that Deposits are delivered to the Collateral Agent hereunder that:

It is a limited partnership, validly existing and in good standing in the State of California;

It has all requisite power and authority to enter into this Agreement and to carry out its obligations under this Agreement; the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on the part of the Borrower; this Agreement has been duly executed and delivered by it and is the valid and binding obligation of the Borrower, and assuming the enforceability hereof against the other parties hereto, is enforceable against it in accordance with its terms (except to the extent enforceability thereof may be limited by any applicable bankruptcy, insolvency, receivership or similar laws affecting the rights of creditors generally or principles of equity);

No consent of any other person or entity and no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required (a) for the pledge by the Borrower of the Deposits pursuant to this Agreement or for the execution, delivery or performance of this Agreement by the Borrower (b) for the perfection or maintenance of the Security Interest created hereby (including the first priority nature of such security interest), or (c) for the exercise by the Collateral Agent of the rights provided for in this Agreement or the remedies in respect of the Deposits pursuant to this Agreement; there are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived;

Neither the execution nor delivery of this Agreement nor the performance by the Borrower of its obligations under this Agreement, nor the consummation of the transactions contemplated by this Agreement, will (a) conflict with any

provision of the partnership agreement of the Borrower; (b) conflict with, result in a breach of, constitute a default (or an event which would, with the passage of time or the giving of notice or both, constitute a default) under, or give rise to a right to terminate, amend, modify, abandon or accelerate, any contract, agreement, promissory note, lease, indenture, instrument or license to which the Borrower is a party or by which the Borrower's assets or properties may be bound or affected; (c) violate or conflict with any federal, state or local law, statute, ordinance, rule, regulation, order, judgment, decree or arbitration award which is either applicable to, binding upon or enforceable against the Borrower; (d) result in or require the creation or imposition of any liens, security interests, options or other charges or encumbrances (“**Liens**”) upon or with respect to the Deposits, other than Liens in favor of the Bank or the Collateral Agent; (e) give to any individual or entity a right or claim against the Borrower; (f) require the consent, approval, order or authorization of, or the registration, declaration or filing with, any federal, state or local government entity, except as otherwise indicated; and

Upon delivery of the Deposits to the Collateral Agent, the Collateral Agent shall have for the benefit of the Bank a valid, enforceable and perfected first priority security interest in the monies and Permitted Investments held in the Escrow Fund securing the Obligations.

Representations and Warranties of the Collateral Agent. The Collateral Agent represents to the Borrower and the Bank that:

It is a national banking association duly organized and existing under the laws of the United States of America;

It has the power and authority to execute, deliver, and perform its obligations under, this Agreement; and

All corporate or other action required to authorize the acceptance of its appointment as Collateral Agent hereunder and the execution, delivery and performance of this Agreement and the effectuation of the transactions provided for in this Agreement has been duly taken.

Powers of the Collateral Agent.

The Bank hereby authorizes the Collateral Agent, and the Borrower hereby acknowledges such power and right, to (a) take such action on behalf of the Bank and to exercise such rights, remedies, powers and privileges under this Agreement as are specifically authorized to be exercised by the Collateral Agent by the terms of this Agreement, together with such rights, remedies, powers and privileges as are reasonably incidental thereto; (b) execute any of its duties as escrow agent under this Agreement by or through agents or employees; and (c) retain experts (including counsel) and to act in conclusive reliance upon the advice of such experts concerning all matters pertaining to the agencies created by this Agreement and its duties under this Agreement, free from any liability for any

action taken or omitted to be taken by it in good faith in accordance with the advice of such experts.

The Collateral Agent agrees to perform only those duties specifically set forth in this Agreement and no implied duties or obligations shall be read into this Agreement. The Collateral Agent shall have no duty to exercise any discretionary right, remedy, power or privilege granted to it by this Agreement, or to take any affirmative action under this Agreement, unless directed to do so by the Bank in writing, and shall not, without the prior written approval of the Bank, consent to any departure by the Borrower from the terms of this Agreement, waive any default by the Borrower under this Agreement or amend, modify, supplement or terminate, or agree to any surrender of, this Agreement or the Deposits; provided, however, that the Collateral Agent shall not be required to take any action which requires it to expend or advance its own funds, exposes the Collateral Agent to personal liability or which is contrary to this Agreement, or any other agreement or instrument relating to the Deposits or applicable law.

Neither the Collateral Agent nor any of its directors, officers, employees or agents shall be liable for any action taken or omitted to be taken by it or them under this Agreement, or in connection with this Agreement, except for its or their own gross negligence or willful misconduct; nor shall the Collateral Agent be responsible for the validity, effectiveness, value, sufficiency or enforceability against the Borrower of this Agreement or any other document furnished pursuant to this Agreement or in connection with this Agreement, or of the Deposits (or any part thereof), or for the perfection or priority of any security interest purported to be granted under this Agreement.

The Collateral Agent shall be entitled to conclusively rely on any communication, instrument, paper or other document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Collateral Agent shall be entitled to assume that no Event of Default shall have occurred and be continuing, unless the Collateral Agent has received written notice from the Bank that such an Event of Default has occurred and is continuing. The Collateral Agent may accept deposits from, lend money to, and generally engage in any kind of business with, the Borrower and its affiliates as if it were not the agent of the Bank.

Notwithstanding any provision in this Agreement to the contrary, the Collateral Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Collateral Agent be deemed to be a fiduciary to any party to this Agreement or to any other person under this Agreement. The Collateral Agent will not be responsible or liable for the failure of any party to perform in accordance with this Agreement. The Collateral Agent shall neither be responsible for, nor chargeable with knowledge of, the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to the Collateral

Agent; and the Collateral Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Agreement to any other agreement, instrument, or document are for the convenience of the parties, and the Collateral Agent has no duties or obligations with respect thereto. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Collateral Agent shall be inferred or implied from the terms of this Agreement or of any other agreement.

Limitation on Liability. Notwithstanding any other provision of the Agreement, the Collateral Agent shall not be liable (i) for any indirect, incidental, consequential, punitive or special losses or damages, regardless of the form of action and whether or not any such losses or damages were foreseeable or contemplated, (ii) for the acts or omissions of any nominees, correspondents, designees, agents, subagents or subcustodians, or (iii) for the investment or reinvestment of any Escrow Funds, or any liquidation of such investment or reinvestment, executed in accordance with the terms of the Agreement, including, without limitation, any liability for any delays (not resulting from its gross negligence or willful misconduct as adjudicated by a court of competent jurisdiction) in the investment or reinvestment of the Escrow Funds, any loss of interest incident to any such delays, or any loss or penalty as a result of the liquidation of any investment before its stated maturity date.

Collateral Agent Appointed Attorney-in-Fact. The Borrower hereby appoints the Collateral Agent, the Borrower's attorney-in-fact, with full authority in the place and stead of the Borrower and in the name of the Borrower or otherwise, from time to time in the Collateral Agent's discretion to take any action and to execute any instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement. The power of appointment granted herein is coupled with an interest and is irrevocable by the Borrower so long as any obligations remain owing by the Borrower to the Bank.

Reserved.

Successor Collateral Agent.

The Collateral Agent may at any time resign and be discharged of the duties and obligations created by this Agreement by giving notice to the Bank, the Investor and the Borrower by an instrument in writing addressed and delivered to the Bank, Investor and the Borrower, with a copy to the Authority. Such resignation shall take effect upon the date specified in such notice, unless a successor has not been appointed, in which event such resignation shall take place upon the Bank's appointment of a successor. The Collateral Agent may be removed at any time with or without cause by an instrument in writing duly executed by or on behalf of the Bank with 30 days' prior written notice. If no successor Collateral Agent shall be appointed as herein provided or, if appointed, shall not have accepted its appointment, within 30 days after resignation or removal of the retiring Collateral Agent, the retiring Collateral Agent may petition any court of competent jurisdiction for the appointment of a successor Collateral

Agent or for other appropriate relief and any such resulting appointment shall be binding upon the Bank and the Borrower; and

The Bank shall, concurrently with any such resignation or removal, appoint a successor Collateral Agent by a written instrument of substitution which complies with any requirements of applicable law. Upon the making and acceptance of such appointment, the execution and delivery by such successor Collateral Agent of a ratifying instrument pursuant to which such successor Collateral Agent agrees to assume the duties and obligations imposed on the Collateral Agent by the terms of this Agreement, and the delivery to such successor Collateral Agent of the Deposits and documents and instruments then held by the retiring Collateral Agent, such successor Collateral Agent shall thereupon succeed to and become vested with all the estate, rights, powers, remedies, privileges, immunities, indemnities, duties and obligations by this Agreement granted to or conferred or imposed upon the predecessor Collateral Agent. No Collateral Agent shall be discharged from its duties or obligations under this Agreement until the Deposits and documents and instruments then held by such Collateral Agent shall have been transferred or delivered to the successor Collateral Agent and until such retiring Collateral Agent shall have executed and delivered to the successor Collateral Agent appropriate instruments assigning the retiring Collateral Agent's security or other interest in the Deposits to the successor Collateral Agent. The retiring Collateral Agent shall not be required to make any representation or warranty in connection with any such transfer or assignment.

Events of Default; Rights and Remedies.

Event of Default. For purposes of this Agreement, “**Event of Default**” means:

The occurrence of an Event of Default under the Loan Agreement or any of the other Borrower Loan Documents;

The failure by the Borrower to observe and perform any duty, obligation or covenant required to be observed or performed by this Agreement; and

Any representation or warranty on the part of the Borrower contained in this Agreement or repeated and reaffirmed in this Agreement shall prove to be false, misleading or incorrect as of the date made or deemed made.

Remedies Upon Borrower's Default. If, after the conditions to disburse the Authority Loan are satisfied pursuant to Section 3.1 of the Affordable Housing Agreement, any Event of Default has occurred and is continuing and written notice of the Event of Default has been provided by a Vice President of the Bank (each, a “**Bank Authorized Officer**”) to the Collateral Agent:

At the written direction of a Bank Authorized Officer, the Collateral Agent shall deliver all Deposits to the Bank;

At the written direction of a Bank Authorized Officer, amounts on deposit in the Escrow Fund shall be used, to pay any amounts required to be paid by the Borrower under the Borrower Loan Documents or the Loan Agreement (including without limitation any amounts required to be paid to Bank) or to any other use directed in writing by the Bank;

The Bank may, or the Collateral Agent acting at the written direction of a Bank Authorized Officer, shall, without further notice, exercise all rights, privileges or options pertaining to the Deposits as if the Bank were the absolute owner of such Deposits, upon such terms and conditions as the Bank may determine, all without liability except to account for property actually received by the Bank or the Collateral Agent and neither the Bank nor the Collateral Agent shall have any duty to exercise any of those rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing; and

The Bank may, or the Collateral Agent acting at the written direction of a Bank Authorized Officer, shall exercise in respect of the Deposits, in addition to other rights and remedies provided for in this Agreement or otherwise available to it, all of the rights and remedies of a secured party under the UCC.

The foregoing rights and remedies (i) shall be cumulative and concurrent, (ii) may be pursued separately, successively or concurrently against the Borrower and any other party obligated under the Obligations, or against the Deposits, or any other security for the Obligations, at the sole discretion of the Bank, (iii) may be exercised as often as occasion therefore shall arise, it being agreed by Borrower that the exercise or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (iv) are intended to be and shall be non-exclusive. Nothing in this Agreement shall require or be construed to require the Bank to accept tender of performance of any of the Borrower's obligations under this Agreement after the expiration of any time period set forth in this Agreement for the performance of such obligations and the expiration of any applicable cure periods, if any.

Upon the occurrence of an Event of Default described in Section 9.1(b), the Collateral Agent may (but shall not be obligated to) perform, or cause to be performed, such duty, obligation or covenant, or remedy any such failure, and may expend its funds for such purpose; provided, however, that, in accordance with Section 11.2 of this Agreement, the Borrower shall reimburse the Collateral Agent for any funds so expended.

No Additional Waiver Implied by One Waiver. If the Borrower shall fail to perform any obligation it is required to perform under this Agreement, and such failure is thereafter waived by the Bank, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive any other failure to perform as required under this Agreement. Any forbearance by the Bank to demand payment of any amounts payable under this Agreement shall be limited to the particular payment for which the Bank forbears demand for payment and shall not be deemed a forbearance to demand any other amount payable under this Agreement.

Nature of the Bank's and Collateral Agent's Rights. The rights of the Bank and the Collateral Agent to the Deposits held for their benefit under this Agreement shall not be subject to any right of redemption the Borrower might otherwise have and shall not be suspended, discontinued or reduced or terminated for any cause, including, without limiting the generality of the foregoing, any event constituting force majeure or any acts or circumstances that may constitute commercial frustration of purpose.

Tax Matters.

10.1 The parties hereto agree that, for tax reporting purposes, the Escrow Funds shall be allocated to the party to whom the Escrow Funds are disbursed and shall be reported in the year of disbursement on a Form 1099-B, if applicable, in relation to principal and on a Form 1099-INT for interest earned or on a Form 1099-DIV for dividends earned in the case of Money Market investments. The parties hereto agree that this Agreement does not relieve such parties of their obligation for tax information reporting under Section 6041 of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), and the Treasury regulations thereunder, as well as the obligation to report amounts of imputed interest income to the extent required pursuant to Code Section 483 or Section 1272. The Collateral Agent shall not be responsible for determining or reporting such imputed interest.

10.2 The parties hereto shall upon the execution of this Agreement provide the Collateral Agent with a duly completed and properly executed original IRS Form W-9 (or applicable Form W-8, in the case of a non-U.S. person) certifying such party's U.S. tax identification number if Form W-9 is provided, or status as a beneficial owner of the Escrow Funds if a Form W-8 is provided. The parties hereto shall also provide to the Collateral Agent any other forms and documents that the Collateral Agent may reasonably request to determine the amount, if any, to be withheld, and to complete such information and payee statements. In the event the payee is not a party to this Agreement, the parties hereto shall provide the Collateral Agent with a duly completed and properly executed IRS Form W-9 (or applicable W-8, in the case of a non-U.S. person) from such payee prior to payment being made. The parties hereto understand that, in the event valid U.S. tax forms, or other relevant forms, are not provided to the Collateral Agent, the tax law may require withholding of tax on disbursements and on a portion of any interest or other income earned on the investment of the Escrow Funds.

10.3 Should the Collateral Agent become liable for the payment of taxes, including withholding taxes relating to any funds, including interest and penalties thereon, held by it pursuant to this Agreement or any payment made hereunder, the parties hereto agree, jointly and severally, to reimburse the Collateral Agent for such taxes, interest and penalties upon demand. Without limiting the foregoing, the Collateral Agent shall be entitled to deduct such taxes, interest and penalties from the Escrow Funds.

10.4 The parties hereto acknowledge and agree that none of the payments under this Agreement are for compensation for services performed by an employee or independent contractor of any of the parties.

10.5 Citibank, N.A., its affiliates, and its employees are not in the business of providing tax or legal advice to any taxpayer outside of Citibank, N.A. and its affiliates. This

Agreement and any amendments or attachments are not intended or written to be used, and cannot be used or relied upon, by any such taxpayer or for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

10.6 This Section 10 may be amended by the Collateral Agent as necessary and upon notice to the parties hereto to conform to tax and regulatory requirements and any other changes to the current applicable governmental tax laws. The Collateral Agent's rights under this Section shall survive the termination of this Agreement and the resignation or removal of the Collateral Agent.

Miscellaneous Provisions.

Cooperation. At any time and from time to time after the date of this Agreement, any party hereto shall, at the request of another party, execute and deliver any instruments or documents, including UCC financing and continuation statements in favor of the Collateral Agent, and other documents reflecting the Collateral Agent's security interest in the Deposits, and shall take all such further actions as such party may reasonably request in order to consummate and effectuate the transactions contemplated by this Agreement.

Fee; Costs and Expenses; Indemnification. The Borrower shall pay to the Collateral Agent such fee for its services hereunder as agreed to in writing. The Borrower agrees to reimburse the Collateral Agent, on demand, for all reasonable costs and expenses actually incurred by the Collateral Agent in connection with the administration and enforcement of this Agreement and agrees to indemnify and hold harmless the Collateral Agent from and against any and all losses, costs, claims, damages, penalties, causes of action, suits, judgments, liabilities and expenses (including, without limitation, reasonable attorneys' fees and expenses actually incurred) actually incurred by the Collateral Agent in connection with this Agreement, unless such liability shall be due to willful misconduct or gross negligence on the part of the Collateral Agent or its agents or employees. Any and all amounts expended by the Collateral Agent pursuant to Section 9.2 hereof shall be repayable to it by the Borrower upon the Collateral Agent's demand therefor. In the event that fees or expenses, or any other obligations owed to the Collateral Agent (or its counsel) are not paid to the Collateral Agent within 30 calendar days following the presentment of an invoice for the payment of such fees and expenses or the demand for such payment, then the Collateral Agent may, without further action or notice, pay such fees from the Escrow Funds and may sell, convey or otherwise dispose of any Escrow Funds for such purpose. The Collateral Agent may in its sole discretion withhold from any distribution of the Escrow Funds an amount of such distribution it reasonably believes would, upon sale or liquidation, produce proceeds equal to any unpaid amounts to which the Collateral Agent is entitled to hereunder. The obligations of the Borrower under this Section 11.2 shall survive the termination of this Agreement, the resignation or removal of the Collateral Agent, and the discharge of the other obligations of the Borrower under this Agreement.

Termination. This Agreement and the assignments, pledges and security interests created or granted by this Agreement shall terminate upon earlier of (i) the termination of the commitments and obligations of the Borrower under the Borrower Loan Documents or (ii) the termination of the Affordable Housing Agreement pursuant to an event of default by Borrower

under the Affordable Housing Agreement which is not cured within the applicable cure periods provided therein. Upon written notice of such termination from the Bank, the Collateral Agent shall reassign and deliver to the Borrower all Deposits and documents then in its custody or possession, and if requested by the Borrower, shall, at the cost and expense of the Borrower, deliver to the Borrower for recording or filing in each office in which any assignment or financing statement relative to the Deposits or the agreements relating thereto or any part thereof, shall have been filed or recorded, a termination statement or release under applicable law (including, if relevant, the UCC) releasing the Collateral Agent's interest therein, and such other documents and instruments as the Borrower may reasonably request all without recourse to or warranty whatsoever by Collateral Agent or the Bank and at the cost and expense of the Borrower.

Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties to this Agreement with respect to the subject matter of this Agreement. This Agreement may not be amended, changed, waived or modified except by a writing executed by all parties hereto.

Mergers and Conversions. Any corporation or entity into which the Collateral Agent may be merged or converted or with which it may be consolidated, or any corporation or entity resulting from any merger, conversion or consolidation to which the Collateral Agent will be a party, or any corporation or entity succeeding to the business of the Collateral Agent will be the successor of the Collateral Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

Successors and Assigns. Subject to the terms and conditions of the Loan Agreement, this Agreement shall inure to the benefit of, and be enforceable by, the Borrower, the Collateral Agent and the Bank and their respective successors and permitted assigns, and nothing herein expressed or implied shall be construed to give any other person or entity any legal or equitable rights under this Agreement. No party to this Agreement shall assign any of the rights, interests or obligations under this Agreement without the prior written consent of the other parties to this Agreement.

Use of Name. No printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "Citibank", or "Citigroup" or "Citi" by name or the rights, powers, or duties of Bank under this Agreement shall be issued by any Interested Parties hereto, or on such party's behalf, without the prior written consent of Bank.

Notices. All written notices, certificates or other communications shall be sufficiently given and shall be deemed to be given on the date on which the same shall have been mailed by certified first class mail, postage prepaid, return receipt requested, addressed as follows:

If to the Authority: Housing Authority of the City of Moreno Valley
[]
[]
Attention: Executive Director
Facsimile: []

With a copy to: Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport beach, California 92660
Attention: Mark J. Huebsch
Facsimile: (949) 823-5167

If to the Collateral Agent: Citibank, N.A.
Middle Office
390 Greenwich Street, 2nd Floor
New York, New York 10013
Attn: Desk Head, Transaction Management Group
Loan/Transaction/File #[]
Fax: (866) 461-9894

If to Borrower: MV Rancho Dorado Limited Partnership
c/o Palm Communities
44139 Monterey Avenue, Suite A
Palm Desert, California
Attention: Todd Deutscher
Facsimile: (760) 568-9761

With a copy to: Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, California 94612
Attention: Robert Mills
Facsimile: (510) 836-1035

With a copy to: BFIM Special Limited Partner, Inc.
c/o Boston Financing Investment Management, LP
101 Arch Street, 13th Floor
Boston, Massachusetts 02110
Attention: Asset Management
Facsimile: []

With a copy to: Holland & Knight LLP
10 St. James Avenue
Boston, Massachusetts 02116
Attention: James E. McDermott, Esq.
Facsimile: []

If to Bank : Citi Community Capital
390 Greenwich Street, 2nd Floor
New York, New York 10013
Attention: Desk Head, Transaction Management Group
Loan/Transaction/File #[_____]
Facsimile: (212) 723-8642

AND

Citi Community Capital
325 East Hillcrest Drive, Suite 160
Thousand Oaks, California 91360
Attention: Operations Manager/Asset Manager
Loan/Transaction/File #[_____]
Facsimile: (805) 557-0924

With a copy to: [Citi Community Capital
787 W. Fifth Street, 29th Floor
Los Angeles, California 90071
Attention: Don Munoz
Loan/Transaction/File #[_____]
Facsimile: (213) 624-3380]

With a copy to: Citi Community Capital
388 Greenwich Street, 17th Floor
New York, New York 10013
Attention: General Counsel's Office
Loan/Transaction/File #[_____]
Facsimile: (212) 723-8939

Any of such addresses may be changed at any time upon written notice of such change sent, as provided above in this Section 11.8, to the other party. Bank agrees to provide Collateral Agent with notice of any amendments to the Schedule of Deposits to Principal Reserve Escrow Fund.

Beneficiary Parties as Third Party Beneficiary. Each of the Beneficiary Parties shall be a third party beneficiary of this Agreement for all purposes.

Books and Records. The Collateral Agent agrees to maintain its books and records relevant to the amounts on deposit held by it in the Escrow Fund from time to time pursuant hereto in accordance with corporate trust industry practice and the terms and provisions hereof. The Collateral Agent agrees that each of the Borrower and the Bank may at any time upon reasonable advance request and during normal business hours examine or copy the books and records of the Escrow Fund and the Permitted Investments.

Instructions, Verification, Communications. (a) All instructions required under the Agreement shall be delivered to the Collateral Agent in writing, in English, in facsimile form and, if so requested by the Collateral Agent, an original, executed by an Authorized Person (as hereinafter defined) of each of the parties hereto or an entity acting on its behalf. The identity of such Authorized Persons, as well as their specimen signatures, title, telephone number and e-mail address, shall be delivered to the Collateral Agent in a list of authorized signers forms and shall remain in effect until the applicable party, or an entity acting on its behalf, notifies Collateral Agent of any change thereto (the person(s) so designated from time to time, the "Authorized Persons"). The Collateral Agent and the parties hereto agree that the above constitutes a commercially reasonable security procedure and further agree not to comply with any direction or instruction (other than those contained herein or delivered in accordance with the Agreement) from any party hereto. (b) In the event funds transfer instructions are given (other than in writing at the time of execution of this Agreement), whether in writing, by telecopier, .pdf, e-mail, or otherwise, such funds transfer instructions should contain a selected test word. Test Words must contain at least 8 alphanumeric characters, established at document execution. In addition or in lieu of text words, the Collateral Agent is authorized to seek confirmation of such instructions by telephone call back to the applicable person(s) specified to the Collateral Agent from time to time by an Authorized Person and the Collateral Agent may rely upon the confirmations of anyone purporting to be the person(s) so designated. To ensure the accuracy of the instructions it receives, the Collateral Agent may record such call backs. If the Collateral Agent is unable to verify the instruction, or is not satisfied in its sole discretion with the verification it receives, it will not execute the instruction until all issues have been resolved to its satisfaction. The persons and telephone numbers for call backs may be changed only in writing, signed by an Authorized Person, actually received and acknowledged by the Collateral Agent. The parties to the Agreement acknowledge that these security procedures for funds transfers are commercially reasonable. (c) To help the U.S. government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When an account is opened, the Collateral Agent will ask for information that will allow the Collateral Agent to identify relevant parties. The parties hereto hereby acknowledge such information disclosure requirements and agree to comply with all such information disclosure requests from time to time from the Collateral Agent. (d) Notwithstanding anything to the contrary herein, any and all email communications (both text and attachments) by or from the Collateral Agent that the Collateral Agent deems to contain confidential, proprietary, and/or sensitive information shall be encrypted. The recipient (the "Email Recipient") of the encrypted email communication will be required to complete a registration process. Instructions on how to register and/or retrieve an encrypted message will be included in the first secure email sent by the Collateral Agent to the Email Recipient. (e) The provisions of this Section 11.11(a)-(d) may be amended by the Collateral Agent unilaterally upon notice to the parties to this Agreement.

Dispute Resolution. In the event of any disagreement among any of the Interested Parties to the Agreement (the "Interested Parties"), or between any of them and any other person, resulting in adverse claims or demands being made with respect to the subject matter of the Agreement, or in the event that the Collateral Agent, in good faith, is in doubt as to any action it should take hereunder, the Collateral Agent may, at its option, refuse to comply with any claims or demands and refuse to take any other action hereunder, so long as such

disagreement continues or such doubt exists, and in any such event, the Collateral Agent shall not be liable in any way or to any person for its failure or refusal to act, and the Collateral Agent shall be entitled to continue to so refuse to act and refrain from acting until (i) the rights of all parties having or claiming an interest in the Escrow Funds shall have been fully and finally adjudicated by a court of competent jurisdiction, or all differences and doubts shall have been resolved by agreement among all of the Interested Parties, and (ii) the Collateral Agent shall, in the case of adjudication by a court of competent jurisdiction, have received a final order, judgment or decree by such court of competent jurisdiction, which order, judgment or decree is not subject to appeal, and in the case of resolution of differences and doubts by agreement, have received a notice in writing signed by an Authorized Person (as defined below) of each of the Interested Parties setting forth in detail the agreement. The Collateral Agent shall have the option, after 30 calendar days' notice to the Interested Parties of its intention to do so, to file an action in interpleader requiring the Interested Parties hereto to answer and litigate any claims and rights among themselves. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Collateral Agent in connection with such proceeding shall be paid by, and be the joint and several obligation of, the Interested Parties. The rights of the Collateral Agent under this Section 11.12 are cumulative of all other rights which it may have by law or otherwise.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles except to the extent that Federal laws may prevail.

Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the transactions contemplated hereby.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Facsimile signatures on counterparts of the Agreement shall be deemed original signatures with all rights accruing thereto except in respect to any Non-US entity, whereby originals are required.

Discretion. If any provision of this Agreement provides for the approval, consent, determination, exercise of discretion, designation, judgment or waiver of or by the Bank and if a standard for the Bank granting such approval, consent, determination, exercise of discretion, choice, designation, judgment or waiver is not otherwise stated (e.g., that such approval, consent, determination, exercise of discretion, choice, designation, judgment or waiver will be "reasonable"), then in each case such approval, consent, determination, exercise of discretion, choice, designation, judgment or waiver may be given by the Bank in its sole and absolute discretion.

[Remainder of page intentionally left blank.]

The Borrower, the Collateral Agent, the Authority and the Bank have caused this Agreement to be signed, on the date first written above, by their respective officers duly authorized.

COLLATERAL AGENT:

CITIBANK, N.A.

By: _____
Bryan D. Barker
Vice President

BANK:

CITIBANK, N.A.

By: _____
Bryan D. Barker
Vice President

BORROWER:

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: PC Moreno Valley Developers LLC,
a California limited liability company,
its administrative general partner

By: Palm Communities,
a California corporation,
its sole member/manager

By: _____
Todd A. Deutscher
Chief Operating Officer and Chief Financial Officer

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY,
as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley

By: _____
Name: _____
Title: _____

EXHIBIT A

ADDITIONAL DEFINITIONS

“Permitted Investments” shall mean the following:

1. Any evidence of indebtedness issued or guaranteed by the United States government.
2. Commercial paper rated A-1 by Standard & Poor's Corporation or P-1 by Moody's Investor Services, Inc., issued by a corporation organized under the laws of any State of the United States of America or of the District of Columbia.
3. Any certificate of deposit or acceptance, issued by Citibank, N.A., The Bank of New York or such other commercial banking institution which is a member of the Federal Reserve System and which has a combined capital and surplus and undivided profits of not less than \$1,000,000,000.
4. Any money market account administered by Citibank, N.A., the Bank of New York or such other commercial banking institution which is a member of the Federal Reserve System and which has a combined capital and surplus and undivided profits of not less than \$1,000,000,000 or approved in writing by the Borrower, the Authority and the Bank at the request of the Collateral Agent.
5. Any other investment approved in writing by the Borrower, the Authority and the Bank at the request of the Collateral Agent.

EXHIBIT B

FORM OF DISBURSEMENT REQUEST

To: Citibank, N.A., as Collateral Agent

Re: Cash Collateral and Security Agreement dated as of May 1, 2012 (“Cash Collateral Agreement”) by and among MV Rancho Dorado Limited Partnership, a California limited partnership (“Borrower”), the Housing Authority of the City of Moreno Valley (the “Authority”), Citibank, N.A. (the “Collateral Agent”), in its capacity as escrow agent, and Citibank, N.A. (“Bank”)

Pursuant to the provisions of Section 6 of the Cash Collateral Agreement, the Bank, Authority and the Borrower confirm their approval of the release of Escrow Funds in the amount of \$_____ and the Bank hereby directs the Escrow Agent to transfer and release such funds from the Escrow Funds to the following account:

Bank Name: []
Bank ABA #: []
Bank Account Name: []
Bank Account #: []

Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Cash Collateral Agreement.

Dated: _____, 20__

CITIBANK, N.A.

By: _____

Name: _____

Title: _____

MV RANCHO DORADO LIMITED

PARTNERSHIP,

a California limited partnership

Title: _____

By: _____

Name: _____

Title: _____

HOUSING AUTHORITY OF THE

CITY OF MORENO VALLEY

By: _____

Name: _____

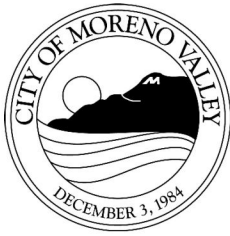
EXHIBIT "B"

LEGAL DESCRIPTION OF HOUSING AUTHORITY SECURITY PROPERTY

[to come]

APN: _____

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

Report to City Council

TO: Mayor and City Council acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Economic Development Director

AGENDA DATE: May 22, 2012

TITLE: 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.

RECOMMENDED ACTION

Staff recommends 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.

BACKGROUND

In March of 2010, the Community Redevelopment Agency of the City of Moreno Valley (RDA) approved a Loan Agreement between the RDA and Palm Desert Development Company's MV Rancho Dorado LP South Project. The initial land loan amount was \$1.3 million and was made using the RDA's Housing Set-a-side Fund. In March 2011, the RDA entered into an Affordable Housing Agreement (AHA) with MV Rancho Dorado LP to assist in the development of an affordable housing project. The AHA provided that the RDA, subject to certain terms and conditions, would provide a loan of \$8.25 million from the RDA's Housing Set-a-side Fund to help finance the project. The \$8.25 million included the original loan amount of \$1.3 million. The original loan amount was funded solely with moneys from the Housing Set-a-side Fund and the parties to the AHA contemplated that the remaining agency disbursement Amount would be funded solely with moneys from the Housing Set-a-side Fund. The remaining agency disbursement amount as outlined in the AHA is \$6.95 Million.

The AHA, which was fully executed and remains in effect, provided for the Developer to construct a multi-family housing development called Rancho Dorado South (RDS) to consist of seventy-nine (79) units for occupancy by households of limited income, as more particularly set forth in the AHA. RDS is the 2nd phase of the overall housing project and when fully developed would consist of 149 affordable housing units. In conjunction with the financial assistance from the RDA, the RDS project has secured a 9% tax credit allocation to further help develop the project. The tax credit allocation shall expire on June 14, 2012 unless the RDS project secures its construction loan and starts development.

As a result of the 2011 RDA Dissolution Act, ABx1 26 and, in particular, Section 34171(j) thereof, the City became the Successor Agency to Moreno Valley's RDA upon dissolution of the RDA. The 2011 Dissolution Act also provides, at Section 34176, for the disposition of housing assets of a former redevelopment agency. The City Council of the City of Moreno Valley designated the Moreno Valley Housing Authority as the recipient of the former Redevelopment Agency by its Resolution No. 2012-25 as adopted by the City Council on March 8, 2011 and the Oversight Board confirmed and approved the disposition of the housing assets of the former Redevelopment Agency to the Housing Authority.

Under the 2011 Dissolution Act, the Successor Agency to Moreno Valley's RDA is to prepare a recognized obligation payment schedule (a "ROPS") to be presented for approval by the Oversight Board (and which, upon such approval, becomes the established "ROPS"); this process is to be repeated for successive six-month periods as more particularly set forth in the 2011 Dissolution Act. The Successor Agency has prepared and has approved a ROPS and the Oversight Board has approved the ROPS for Moreno Valley including the RDS project and the \$6.95 million financial obligation.

DISCUSSION

The terms of the AHA require the RDA loan to be funded after the completion and stabilized occupancy of the project. This has been a common financing structure for affordable housing projects in the past. The challenge for the RDS project is to close on the construction loan and secure the tax credits prior to their expiration in mid-June. While the AHA obligated the RDA to make the payment, the dissolution of the RDA created uncertainty and risk with Citibank, the lender providing the construction loan.

In order to facilitate the payment of the disbursement amount when needed, a Financing Agreement has been drafted having the Housing Authority enter into a financial arrangement with Citibank, the project's construction lender. This agreement will allow the Cumulative Share of Actual Available Defined Revenues that are payable to the City as the Successor Agency to be committed to the Housing Authority for escrow and eventual payment to the developer as required by the term of the AHA. The accompanying Financing Agreement (Exhibit B) will allow construction to proceed as anticipated in the original Agreement. In conjunction with the Housing Authority entering into the Financial Agreement, the Successor Agency is being asked to enter

into an Agreement with the Housing Authority, as well as consenting to the use of the Financing Agreement.

ALTERNATIVES

1. Adopt Resolution No. SA 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. *Staff recommends this alternative because it will assist in the funding and development of the project, along with the creation of additional affordable housing opportunities.*
2. Decline to adopt Resolution No. SA 2012-38 which will reject the financing agreement and prevent the construction lender from funding the construction loan. *Staff does not recommend this alternative because without the financing agreement the construction of the project cannot proceed, and the tax credit allocation shall expire.*

FISCAL IMPACT

The payments made under the terms of the Financing Agreement are to be a part of the revenues available to the Successor Agency. Payments will not impact the City's General Fund. The funding required by the AHA for the RDS project has been approved as a part of the Recognized Obligation Payment schedule

SUMMARY

The RDA entered into an AHA with MV Rancho Dorado to develop a 79-unit affordable apartment project. The AHA required the RDA to fund \$8.25 million from Housing Set-a-side funds. With the dissolution of the RDA, the assets and obligations of the RDA have been reassigned to the Housing Authority. The RDA dissolution has also created uncertainty among the lenders. The loan agreement and resolution by the Successor Agency and the Housing Authority are necessary to provide the construction lender with the security necessary to make the project construction loan.

ATTACHMENTS

- Attachment A – Resolution No. SA 2012-38
- Exhibit A – Agreement between the Housing Authority and the Successor Agency
- Exhibit B – Financing Agreement

Prepared By:
Dante Hall
Redevelopment & Neighborhood
Programs Administrator

Department Head Approval:
Barry Foster
Community & Economic Development Director

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

RESOLUTION NO. SA 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 HOUSING AUTHORITY
AND CITIBANK, N.A

WHEREAS, in March of 2011, the Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency") entered into an agreement entitled "Affordable Housing Agreement", dated as of March 8, 2011 (the "Affordable Housing Agreement") with MV Rancho Dorado Limited Partnership, a limited partnership (the "Developer"). The Affordable Housing Agreement superseded the Original Loan Agreement. The Affordable Housing Agreement provided, subject to terms and conditions as therein set forth, that the Redevelopment Agency would make available to the Developer from the Redevelopment Agency's Housing Set-a-side Fund moneys in the amount of Eight Million Two Hundred Fifty Thousand Dollars (\$8,250,000.00)(the "Redevelopment Agency Disbursement Amount"); such amount was inclusive of an amount (the "Original Loan Amount"), which Original Loan Amount had been disbursed to Developer prior to the approval of the Affordable Housing Agreement (the remaining amount of Six Million Nine Hundred Fifty Thousand Dollars [\$6,950,000.00] is referred to herein as the "Remaining Agency Disbursement Amount"). The Original Loan Amount was funded solely with moneys from the affordable housing fund established by the Redevelopment Agency pursuant to Sections 33334.2 and 33334.2 of the Community Redevelopment Law (the "Housing Set-a-side Fund") and the parties to the Affordable Housing Agreement contemplated and such Affordable Housing Agreement provided that the Remaining Agency Disbursement Amount would be funded with moneys from the Housing Set-a-side Fund;

WHEREAS, the Affordable Housing Agreement, which remains in effect as of the Date of Agreement, provided for the Developer to construct a multi-family housing development to consist of seventy-nine (79) units of which seventy-eight (78) units are for occupancy by households of limited income, all as more particularly set forth in the Affordable Housing Agreement; and

WHEREAS, by ABx1 26 as enacted during 2011 by the California Legislature (the "2011 Dissolution Act"), the California Legislature dissolved redevelopment agencies within the State of California. The dissolution of redevelopment agencies by the State under the 2011 Dissolution Act was upheld California Redevelopment Association v. Matosantos, Supreme Court Case No. S194861 (the "Matosantos Case"), as decided December 29, 2011; and

WHEREAS, in connection with the 2011 Dissolution Act, and, in particular, Section 34171(j) thereof, the City became the successor agency to the Redevelopment

ATTACHMENT A

Resolution No.SA 2012-38
Date Adopted: May 22, 2012

Agency upon dissolution of the Redevelopment Agency (in such capacity, the "Successor Agency"); and

WHEREAS, the 2011 Dissolution Act provides, at Section 34176, for the disposition of housing assets of a former redevelopment agency. The City Council of the City designated the Housing Authority as the recipient of the former Redevelopment Agency by its Resolution No. 2011-25 as adopted by the City Council on March 11, 2011; and

WHEREAS, the governing board of the Redevelopment Agency previously approved the Affordable Housing Agreement and the governing board of the Successor Agency has received information concerning the implementation of Affordable Housing Agreement; and

WHEREAS, the Successor Agency has been presented with a draft agreement between the Successor Agency and the Housing Authority of the City of Moreno Valley (the "Housing Authority") entitled "Agreement between the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley and the Housing Authority of the City of Moreno Valley" dated as of May 22, 2012, substantially in the form attached hereto as Exhibit "A" (the "Successor Agency Agreement"), as well as a proposed agreement between the Housing Authority and Citibank, N.A., entitled "Financing Agreement" dated as of May __, 2012 (the "Financing Agreement"); and

WHEREAS, the entering into the Successor Agency Agreement by the Successor Agency agreement will further the development of affordable housing within the corporate limits of the City of Moreno Valley; and

WHEREAS, the approval of the Successor Agency Agreement by the Successor Agency and the Housing Authority and the Financing Agreement will provide greater assurance for furtherance of the achievement of affordable housing objectives and are in the best interests of the health, safety and welfare of the City and the Successor Agency;

NOW, THEREFORE, THE SUCCESSOR AGENCY TO COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The governing board of the Successor Agency finds and determines that the foregoing recitals are true and correct.

SECTION 2. The governing board of the Successor Agency authorizes and approves the Successor Agency Agreement and authorizes and directs the Executive Director to execute the Successor Agency Agreement substantially in the form presented, including such modifications as do not materially affect the terms thereof, and to take such actions as are necessary and appropriate to implement the Successor Agency Agreement.

Resolution No. SA 2012-38
Date Adopted: May 22, 2012

SECTION 3. The governing board of the Successor Agency acknowledges receipt of the Financing Agreement.

SECTION 4. The Secretary of the Successor Agency shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 22nd day of May, 2012.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2012-38 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 22nd day of May, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. SA 2012-38
Date Adopted: May 22, 2012

AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY

THIS AGREEMENT (the "Agreement") is made and entered into as of May 22, 2012, by and between the HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY ("Housing Authority") and the CITY OF MORENO VALLEY AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY ("Successor Agency"). Except in its capacity as the Successor Agency, the City of Moreno Valley, a municipal corporation, is not a party to this Agreement.

RECITALS

A. The Housing Authority Law is codified in Health and Safety Code Sections 34200 et seq. (the "Law"). Section 34240 of the Law provides that in every city there is a public body corporate and politic known as the housing authority of the city.

B. Section 34240 of the Law additionally provides that a housing authority shall not transact business or exercise its power unless the City Council of the city declares by Resolution that there is a need for a housing authority to function in the city.

C. The City Council of the City of Moreno Valley (the "City") has determined that there is a need for a housing authority in the City and has established the Housing Authority and has further declared that the City Council shall be the Commissioners of the Housing Authority.

D. The City previously activated the Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency") pursuant to Part 1 of Division 24 of the California Health and Safety Code (the "Redevelopment Law"). The City subsequently created a redevelopment project area (the "Redevelopment Project Area") and adopted and amended a redevelopment plan (as amended, the "Redevelopment Plan"), which included provision for tax increment financing as provided under the Redevelopment Law, including without limitation Section 33670(b) thereof.

E. In connection with its operations as a redevelopment agency acting under the Redevelopment Law, the Redevelopment Agency established and maintained a fund under Sections 33334.2 and 33334.3 (the "Housing Setaside Fund").

F. In March 2010, the Redevelopment Agency approved an agreement entitled "Loan Agreement" (the "2010 Loan Agreement"), which was dated as of March 1, 2010, between the Redevelopment Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Developer"). In connection with the 2010 Loan Agreement, the Redevelopment Agency loaned to the Developer the sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00) (the "Original Loan Amount") on the terms and conditions set forth in the Original Loan Agreement.

G. In March of 2011, the Redevelopment Agency entered into an agreement entitled "Affordable Housing Agreement", dated as of March 8, 2011 (the "Affordable Housing Agreement") with the Developer. The Affordable Housing Agreement superseded the Original Loan Agreement.

The Affordable Housing Agreement provided, subject to terms and conditions as therein set forth, that the Redevelopment Agency would make available to the Developer from the Redevelopment Agency's Housing Setaside Fund moneys in the amount of Eight Million Two Hundred Fifty Thousand Dollars (\$8,250,000.00)(the "Redevelopment Agency Disbursement Amount"); such amount was inclusive of the Original Loan Amount, which Original Loan Amount had been disbursed to Developer prior to the approval of the Affordable Housing Agreement (the remaining amount of Six Million Nine Hundred Fifty Thousand Dollars [\$6,950,000.00] is referred to herein as the "Remaining Agency Disbursement Amount"). The Original Loan Amount was funded solely with moneys from the Housing Setaside Fund and the parties to the Affordable Housing Agreement contemplated and such Affordable Housing Agreement provided that the Remaining Agency Disbursement Amount would be funded solely with moneys from the Housing Setaside Fund.

H. The Affordable Housing Agreement, which remains in effect as of the Date of Agreement, provided for the Developer to construct a multi-family housing development to consist of seventy-eight (78) units for occupancy by households of limited income and one (1) manager's unit (the "Rancho Dorado Project"), all as more particularly set forth in the Affordable Housing Agreement. Times for performance under the Affordable Housing Agreement have been extended for two hundred seventy (270) days and the time for achievement of stabilized occupancy has been extended until the last day of the fourteenth (14th) month thereafter in view of the delays and uncertainties associated with ABx1 26 as enacted during 2011 by the California Legislature (the "2011 Dissolution Act") and the various actions taken by the California Supreme Court in connection with *California Redevelopment Association v. Matosantos*, Supreme Court Case No. S194861 (the "Matosantos Case").

I. By the 2011 Dissolution Act, the California Legislature dissolved redevelopment agencies within the State of California. The dissolution of redevelopment agencies by the State under the 2011 Dissolution Act was upheld by California Supreme Court in the Matosantos Case, as decided December 29, 2011.

J. In connection with the 2011 Dissolution Act, and, in particular, Section 34171(j) thereof, the City became the successor agency to the Redevelopment Agency upon dissolution of the Redevelopment Agency.

K. The 2011 Dissolution Act provides, at Section 34176, for the disposition of housing assets of a former redevelopment agency. The City Council of the City designated the Housing Authority as the recipient of the former Redevelopment Agency by its Resolution No. 2011-25 as adopted by the City Council on March 11, 2011.

L. As provided under the 2011 Dissolution Act, an oversight board has been established with respect to the Successor Agency, which oversight board (the "Oversight Board") has reviewed and has addressed the disposition of housing assets of the former Redevelopment Agency. By its Resolution No. OB 2012-06, the Oversight Board confirmed and approved the disposition of the housing assets of the former Redevelopment Agency to the Housing Authority.

M. Under the 2011 Dissolution Act, the Successor Agency is to prepare a recognized obligation payment schedule (a "Draft ROPS") concerning a corresponding six-month period, which Draft ROPS is to be presented for approval by the Oversight Board (and which, upon such approval, becomes the "ROPS"); this process is to be repeated for successive six-month periods as more particularly set forth in the 2011 Dissolution Act. The Successor Agency has prepared and has

approved as a Draft ROPS and the Oversight Board has approved as the ROPS a recognized obligation payment schedule which includes among listed enforceable obligations those amounts described above as the Remaining Agency Disbursement Amount. The ROPS has been sent to the California Department of Finance (“DOF”), as required by the 2011 Dissolution Act, and the Successor Agency has received no objection from DOF in connection with the ROPS concerning the Affordable Housing Agreement.

N. The Successor Agency desires to memorialize its intentions and agree that it will make available to the Housing Authority a portion of those certain moneys as become available to the Successor Agency from time to time as more particularly described below as the Cumulative Share of Actual Available Defined Revenues.

O. The Housing Authority and the Successor Agency mutually desire to describe the parameters of those obligations which Successor Agency has agreed to undertake for the funding of the Remaining Agency Disbursement Amount. The Developer has reviewed and concurs in the agreements herein set forth but is not a party hereto.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and covenants set forth herein, the parties do hereby agree as follows:

C O V E N A N T S

1. Definitions: The words and terms used in this Agreement shall have the following meanings:

a. “Applicable Property Tax Increment” means the Property Tax Increment less monies retained by the County or the State of California or charged for the determination or allocation of tax revenues, including without limitation Section 97 of the California Revenue & Taxation Code or any similar enactment(s) whether or not such monies are lawfully retained by the County.

b. “Auditor-Controller” means the Riverside County Auditor-Controller.

c. “City” means the City of Moreno Valley.

d. “County” means the County of Riverside.

e. “Cumulative Share of Actual Available Defined Revenues” means the cumulative total of each Share of Actual Available Defined Revenues as received by the Successor Agency up to the Maximum Amount which becomes due and payable to the Housing Authority during the Term.”

f. “Fiscal Year” means the period from July 1 to and including the following June 30.

g. “Maximum Amount” means an amount equal to the lesser of: (i) the Remaining Agency Disbursement Amount; or (ii) that amount which becomes due and payable to the Developer pursuant to the Affordable Housing Agreement.

h. “Oversight Board”, as defined in the Recitals hereof, means the Oversight Board for the Successor Agency.

i. “Prior Obligations” means each of the following, as more particularly set forth on the Recognized Obligation Payment Schedule for the Successor Agency as adopted for the period July 1, 2012 through December 31, 2012 (as on file with the Successor Agency as a public record): (i) pass through agreement with the County; (ii) pass through agreement with the local school district; (iii) Towngate Notes; (iv) Price Club agreement; (v) 2007 tax allocation bonds; (vi) 2007 special tax refunding bonds (Towngate 87-1 and Improvement Area No. 1); (vii) Lease Revenue Bonds; and (viii) agreement re Hemlock Family Apartments.

j. “Projected Revenue Exemplar Exhibit” means Exhibit “A” hereto.

k. “Projected Share of Available Defined Revenues” means an amount for each Fiscal Year as projected to be available for payment to the Housing Authority in an amount equal to that shown in respect to the Developer as set forth in the Projected Revenue Exemplar Exhibit.

l. “Property Tax Increment” means the full amount of tax revenues attributable to increases in assessed valuation above the base roll value for the Redevelopment Project Area, which tax revenues are allocated and paid to Successor Agency pursuant to California Health and Safety Code Section 33670(b), subject to the 2011 Dissolution Act, from the Redevelopment Project Area.

m. “Redevelopment Project Area” means the redevelopment project area for the Redevelopment Project as heretofore established by the City Council.

n. “Share of Actual Available Defined Revenues” means that amount determined for each Fiscal Year as available to and received by the Housing Authority based upon the Applicable Property Tax Increment less amounts resulting from the limitations upon revenues available for use by the Successor Agency, including without limitation those matters set forth in Section 3 of this Agreement and further less amounts payable on the Prior Obligations.

o. “Successor Agency”, as defined in the Recitals hereof, means the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley.

p. “Taxing Agencies” means affected taxing entities as described in subsection (a) of Section 33670 of the California Health & Safety Code.

q. “Term” means a period commencing with the Date of Agreement and continuing until the tenth (10th) anniversary thereof; provided that the Term shall expire upon the earlier to occur of: (i) the disbursement to the Housing Authority of the Maximum Amount should that occur prior to the tenth (10th) anniversary of the Date of Agreement, or (ii) such time as a private lender resorts to real property, if any, provided as security to such private lender by the Housing Authority in connection with obtaining or preserving financing for the development as described under the Affordable Housing Agreement.

2. Payment by Successor Agency to Housing Authority. For each Fiscal Year during the Term, Successor Agency shall, subject to the availability of the Share of Actual Available Defined Revenues, pay to Housing Authority the Share of Actual Available Defined Revenues; such

payment may be made in two (2) annual installments at those times more particularly set forth in Section 3(f) of this Agreement.

Each semiannual payment shall be based upon the Share of Actual Available Defined Revenues received by the Successor Agency through the applicable payment date and shall be accompanied by a written statement documenting the total amount of Applicable Property Tax Increment allocated to and received by the Successor Agency through such date. No interest shall accrue regarding the Remaining Agency Disbursement Amount or the payments required to be made by the Successor Agency to the Housing Authority pursuant to this Agreement.

3. Limitations. Receipt of Applicable Property Tax Increment by the Successor Agency is subject to a number of factors and limitations, including without limitation:

a. The County may charge, as a reduction against Property Tax Increment under the 2011 Dissolution Act, as such 2011 Dissolution Act may be hereafter amended. It is mutually expected by the parties hereto that the County will impose charges, the amount of which is not ascertainable as of the execution of this Agreement.

b. The Controller of the State of California (the "Controller") may impose charges, as a reduction of Property Tax Increment, under to the 2011 Dissolution Act, as such 2011 Dissolution Act may be hereafter amended. It is mutually expected by the parties hereto that the Controller will impose charges, the amount of which is not ascertainable as of the execution of this Agreement.

c. Under the 2011 Dissolution Act, payments from Property Tax Increment will be made to Taxing Agencies pursuant to the 2011 Dissolution Act, including without limitation Sections 34182 and 34183 thereof.

d. Property Tax Increment is subject to several other factors which may diminish revenues such as: reassessment upon diminution in value; the occurrence of seismic events and natural disasters; bankruptcy of property owners; exemption from liability for payment of property taxes by certain property owners; hazardous substances; reductions in the rate of inflation; errors in the calculation of Property Tax Increment by the Auditor-Controller; errors in the distribution of Property Tax Increment by the Auditor-Controller; delays in the allocation of Property Tax Increment; assessment appeals; and future legislative enactments which may adversely affect the amount or availability of Property Tax Increment to the Successor Agency; and any other limitations or risk described or referenced in the Official Statement for the \$43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Bonds, Series A (collectively, "Property Tax Increment Factors").

e. Share of Actual Available Defined Revenues is subject to the Property Tax Increment Factors and, additionally: charges that may be imposed by the Controller; claims or judgments against the Redevelopment Agency or the Successor Agency; amounts necessary to satisfy obligations to entities other than the payments provided for under this Agreement; and the effects of determinations or actions by the Oversight Board; the effects of determinations or actions by the Controller, the California Department of Finance or other officials or employees of the State of California.

f. The Successor Agency shall pay to the Housing Authority amounts due pursuant to this Agreement during each Fiscal Year within ten (10) business days of receipt by the Successor Agency of such revenues from the Auditor-Controller.

g. The Successor Agency's obligation to make payments hereunder shall be limited to the Cumulative Share of Actual Available Defined Revenues from the Redevelopment Project Area received by the Successor Agency. Excepting for the foregoing portion of this subsection g, the Successor Agency shall have no liability to make payments under this Agreement. The City shall have no obligation to make any payments or take any actions pursuant to this Agreement; provided that the foregoing portion of this sentence shall not be construed to limit the requirement of the Successor Agency to make payments to the Housing Authority to the extent required under this Agreement from the Share of Actual Available Defined Revenues.

4. Books and Records. Each party shall, within thirty (30) days after receipt of written request from the other, make available to the other for review its books and records regarding the payments and revenues referenced in this Agreement in conformity with Section 2 of this Agreement.

5. Preservation of the Share of Actual Available Defined Revenues. To the greatest extent reasonably practicable, the Successor Agency shall preserve, for the benefit of the Housing Authority, the Share of Actual Available Defined Revenues for the purposes of this Agreement. The Successor Agency will use reasonable efforts to include this Agreement or the Affordable Housing Agreement on the ROPS until the obligation of the Successor Agency to the Housing Agency under this Agreement has been satisfied, and will notify all parties to this Agreement, including all third parties identified in Section 7 below, of any comments on from DOF on the ROPS. Neither this Section 5 nor the remainder of this Agreement shall require that the Successor Agency undertake or defend litigation which would affect the availability of Property Tax Increment, Applicable Property Tax Increment, or Actual Available Defined Revenues.

6. No Modification of Affordable Housing Agreement. Notwithstanding any provision contained herein, no provision in this Agreement shall be construed to modify any obligation of either the Housing Authority, as the successor-in-interest to the housing obligations of the Agency, or the Developer. As a result, both the Housing Authority and the Developer shall remain obligated, under the terms of the Affordable Housing Agreement, to perform the obligations ascribed to them therein.

7. Third Party Beneficiaries. The City, the Developer and, upon Citibank, N.A. making a construction or permanent loan to Developer to construct the Rancho Dorado Project ("Lender"), the Lender, shall be third party beneficiaries of this Agreement and each shall have the right to bring an action under applicable law to enforce the terms of this Agreement. Except for the City, the Developer and the Lender, there shall be no third party beneficiaries of this Agreement.

8. Applicable Law. This Agreement is subject to the laws of the State of California as such laws may be amended from time to time and determinations by the California Department of Finance.

9. Limitation of Liability. The liability of the Successor Agency under this Agreement shall be limited to Applicable Tax Increment up to the Remaining Agency Disbursement Amount. The City shall have no liability under this Agreement.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first hereinabove written.

HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY

By: _____
Executive Director

CITY OF MORENO VALLEY AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By: _____

Acknowledged and Consented to by:

MV Rancho Dorado Limited Partnership, a California limited partnership

By: PC Moreno Valley Developers LLC, a California limited liability company, its administrative general partner

By: Palm Communities, a California corporation, its sole member/manager

By: _____
Todd A. Deutscher, Chief
Operating Officer and Chief
Financial Officer

EXHIBIT "A"

PROJECTED REVENUE EXEMPLAR EXHIBIT

RECOGNIZED ENFORCEABLE OBLIGATIONS - CASHFLOW			JAN - JUN 2012	JULY-DEC 2012	JAN - JUN 2013	JULY-DEC 2013	JAN - JUN 2014	JULY-DEC 2014	JAN-JUNE 2015
CURRENT OBLIGATIONS		FY 2010-11	FY 2011-12	FY 2012-13	FY 2012-13	FY 2013-14	FY 2013-14	FY 2014-15	FY 2014-15
		AUDITED	SS1 JAN 2012	SS2 JUNE 2012	SS1 JAN 2013	SS2 JUNE 2013	SS1 JAN 2014	SS2 JUNE 2014	SS1 JAN 2015
		ACTUAL	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT
1	FUND BALANCE AT JULY 1 (BEGINNING)	\$ 5,847,726	\$ 3,245,623	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2	REVENUES								
3	TAX INCREMENT REVENUE - FLAT	17,712,668	9,172,440	9,172,440	9,172,440	9,172,440	9,172,440	9,172,440	9,172,440
4	TAX INCREMENT SUPPLEMENTAL	(243,575)							
5	TAX INCREMENT DEBT SERVICE	145,702	68,958	68,958	68,958	68,958	68,958	68,958	68,958
6	PROPERTY TAXES	1,090,264							
7	GROSS TAX INCREMENT REVENUE	\$ 18,705,099	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398
8	GROSS TAX REVENUE	\$ 18,705,099	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398	\$ 9,241,398
9	SCHOOL DISTRICTS (ESTIMATED) @ 2% INCREMENT	(1,090,264)	(557,255)	(557,255)	(568,400)	(568,400)	(579,768)	(579,768)	(591,364)
10	TAX INCREMENT REVENUE LESS SCHOOL DIST P/T	\$ 17,614,795	\$ 8,684,142	\$ 8,684,142	\$ 8,672,997	\$ 8,672,997	\$ 8,661,629	\$ 8,661,629	\$ 8,650,034
11	LESS: COUNTY PASS THROUGH	(7,591,298)	(1,615,185)	(6,000,000)	(1,672,997)	(6,000,000)	(1,661,629)	(6,000,000)	(1,650,034)
12	COUNTY ADMINISTRATION FEES/STATE ADMIN	(198,129)	(233,646)	(250,000)	(255,000)	(260,100)	(265,302)	(270,608)	(276,020)
13	FLOOD CONTROL AGREEMENT - Fee @ 5% of TI (net schools)	(792,666)	(783,573)	(834,207)	(833,650)	(833,650)	(833,081)	(833,081)	(832,502)
14	TOTAL PASS THROUGH PAYMENTS (MINUS FLOOD CONTROL)	\$ (1,683,000)	\$ (1,698,800)	\$ (1,698,800)	\$ (1,543,647)	\$ (1,698,800)	\$ (1,669,860)	\$ (1,669,860)	\$ (1,668,566)
15	EST AVAILABLE TO BE DEPOSITED TO THE RPTIF	\$ 9,032,702	\$ 6,059,738	\$ 1,999,995	\$ 6,311,350	\$ 1,979,247	\$ 6,301,617	\$ 1,957,940	\$ 6,291,478
16	SALES TAX REVENUE/TOWNGATE (Note 1)	544,542							
17	SALES TAX REVENUE/PRICE CLUB (Note 2)	449,473							
18	INTEREST INCOME w/o gains/loss	511,524							
19	OTHER REVENUES	157,846							
20	DRAW FROM ENCUMBRANCE								
21	DEBTS			2,239,474		1,486,742		1,829,925	
22	AUDIT ADJUSTMENT	(413,385)							
23	OTHER REVENUE	\$ 1,250,000	\$ -	\$ 2,239,474	\$ -	\$ 1,486,742	\$ -	\$ 1,829,925	\$ -
24	EST AVAILABLE FOR ENFORCEABLE OBLIGATIONS	\$ 10,282,902	\$ 6,059,738	\$ 4,238,409	\$ 6,311,350	\$ 4,465,989	\$ 6,301,617	\$ 3,787,865	\$ 6,291,478
25	DEBT OBLIGATIONS								
26	HOUSING SETASIDE (20%) - net taxing agencies	(3,522,959)							
27	SERAF PASS THROUGH	(1,081,579)	Feb 2012	Aug 2012	Feb 2013	Aug 2013	Feb 2014	Aug 2014	Feb 2015
28	AUTO MAIL SPECIAL TAX BONDS	(96,489)	(29,292)	(17,569)	(17,569)	(54,725)	(54,826)	(54,826)	(54,826)
29	2007 TABS SERIES A	(2,185,030)	(1,021,892)	(1,246,892)	(1,016,742)	(1,246,742)	(1,016,142)	(1,242,142)	(1,008,117)
30	2007 TABS SERIES B PORTFOLIO	(348,672)							
31	2007 SPECIAL TAX REFUNDING BONDS TOWNGATE 87-1	(1,167,636)	(1,175,145)	(587,783)	(587,783)	(591,174)	(591,174)	(593,119)	(593,119)
32	PRICE CLUB	(161,892)	(240,000)	(240,000)	(240,000)	(240,000)	(240,000)	(240,000)	(240,000)
33	MALL NOTES (ORIGINAL SEARS OBLIGATIONS)	(244,242)	(240,000)	(240,000)	(240,000)	(240,000)	(240,000)	(240,000)	(240,000)
34	IMPROVEMENT AREA NO. 1 SPECIAL TAX REFUNDING	(277,359)	(274,445)	(138,013)	(138,013)	(138,591)	(138,591)	(138,948)	(138,948)
35	PUBLIC SAFETY FINANCING LEASE REVENUE BONDS - when?	(150,000)	(150,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)
36	LEASE REVENUE BONDS (SUNNYMEAD BLVD.)	(595,873)	(594,598)	(404,799)	(192,574)	(407,574)	(187,199)	(490,975)	(182,599)
37	CONFERENCE AND RECREATION CENTER FINANCING	(298,513)							
38	MOSS BROS. AUTOGROUP		(232,041)	(250,000)					
39	LAND REPAYMENT (EST - LAIF YIELD)	(26,071)							
40	OPERATION COSTS								
41	CONTRACT COSTS FOR:								
42	ANNUAL CERTIFICATION - HOUSING	(20,000)		(20,000)		(20,000)		(20,000)	
43	ABATEMENT OF PROPERTIES	(7,090)		(7,500)		(7,500)		(7,090)	
44	SPECIAL TAX REPORTING	(2,000)		(2,500)		(2,500)		(2,000)	
45	UNFUNDED LIABILITIES	(7,101)		(18,317)		(18,683)		(19,057)	
46	LEGAL SERVICES - GENERAL	(106,678)		(36,000)		(36,000)		(36,000)	
47	LEGAL SERVICES - HOUSING RELATED	(33,000)		(12,500)		(12,500)		(12,500)	
48	PROFESSIONAL SERVICES - HOUSING RELATED	(5,000)		(2,500)		(2,500)		(2,500)	
49	HOUSING PROJECTS								
50	HEMLOCK FAMILY APTS (XFER TO MMA)						(1,000,000)		
51	OAKWOOD APARTMENTS		(750,000)						
52	RANCHO DORADO APTS SOUTH (XFER TO MMA)		(1,856,419)	(500,876)	(2,350,927)	(488,726)			
53	PROJECTS								
54	DAY STEUCALYPTUS - 7922		(10,500)						
55	SUNNYMEAD BLVD. - 7921		(22,000)	(314,160)					
56	RECOGNIZED ENFORCEABLE OBLIGATIONS	\$ (10,517,699)	\$ (6,797,200)	\$ (4,114,409)	\$ (4,699,608)	\$ (5,838,215)	\$ (4,098,920)	\$ (5,175,067)	\$ (2,613,609)
57	ADMINISTRATIVE ALLOWANCE	(595,865)	(302,687)	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)
58	RECOGNIZED ENFORCEABLE OBLIGATIONS - INCLUDING ADMIN	\$ (11,113,565)	\$ (7,099,887)	\$ (4,239,409)	\$ (4,824,608)	\$ (6,463,215)	\$ (4,223,920)	\$ (5,300,067)	\$ (2,738,609)
59	EXCESS/DEFICIENCY OF REVENUE	\$ (830,659)	\$ (1,006,149)	\$ (0)	\$ 1,486,742	\$ 2,775	\$ 2,077,696	\$ 487,998	\$ 3,552,869
60	BEGINNING FUND BALANCE	5,847,716	3,245,623						
61	ENCUMBRANCE								
62	DEBTS								
63	2007 TABS SERIES A		(1,246,892)		(1,246,742)		(1,242,142)		(1,008,117)
64	2007 SPECIAL TAX REFUNDING BONDS TOWNGATE 87-1		(587,783)				(587,783)		
65	LEASE REVENUE BONDS (SUNNYMEAD BLVD.)		(404,799)						
66	PRICE CLUB			(240,000)					
67	HEMLOCK FAMILY APTS (CUMULATIVE)					(2,775)			
68	RANCHO DORADO APTS SOUTH (CUMULATIVE)								
69	BALANCE REMAINING TO BE REDISTRIBUTED TO TAXING AGENCIES	\$ 5,017,096	\$ 0	\$ (0)	\$ (0)	\$ (0)	\$ 247,772	\$ 487,998	\$ 2,544,752
70	LESS: EXPENSES INCURRED JUL 1, 2011 TO DEC 31, 2011								
71	RDA ADMIN EXPENSE	(308,813)							
72	CAPITAL PROJECTS FUNDED BY RDA	(228,781)							
73	DEBT SERVICE PAYMENT - 2007 TABS AUG 2011	\$ (1,233,940)							
74	BALANCE REMAINING TO BE ENCUMBERED	\$ 3,245,623							

ROPS - HOUSING CASHFLOW - OPTION #3			JAN - JUN 2012	JULY-DEC 2012	JAN - JUN 2013	JULY-DEC 2013	JAN - JUN 2014	JULY-DEC 2014	JAN-JUNE 2015
CURRENT OBLIGATIONS		FY 2010-11	FY 2011-12	FY 2012-13	FY 2012-13	FY 2013-14	FY 2013-14	FY 2014-15	FY 2014-15
		PROJECTED	SS1 JAN 2012	SS2 JUNE 2012	SS1 JAN 2013	SS2 JUNE 2013	SS1 JAN 2014	SS2 JUNE 2014	SS1 JAN 2015
		ACTUAL	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT	TI PAYMENT
75	FUND BALANCE AT JULY 1 (BEGINNING)	\$ 28,230,437	\$ 7,450,555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
76	REVENUES								
77	DRAW FROM ENCUMBRANCE - PROJECTS			3,613,471	4,114,347	6,465,274			
78	TRANSFER FROM SUCCESSOR AGENCY PROP TAX	3,522,959	1,836,419	500,876	2,350,927	488,726	1,000,000		
79	INTEREST INVESTMENT/ OTHER INCOME	197,807							
80	TRANSFER IN FROM ROPS								
81	OTHER REVENUES	1,871							
82	TOTAL REVENUES	\$ 3,722,637	\$ 1,836,419	\$ 4,114,347	\$ 6,465,274	\$ 6,954,000	\$ 1,000,000	\$ -	\$ -
83	ADMINISTRATION EXPENSE	\$ (648,225)	\$ (878,503)						
84	PROJECTS/PROGRAMS								
85	HEMLOCK FAMILY APT		(5,300,000)				(1,000,000)		
86	RANCHO DORADO - NORTH								
87	RANCHO DORADO - SOUTH					(6,950,000)			
88	TRANSFER FUND TO SA								
89	TOTAL HOUSING EXPENDITURES	\$ (648,225)	\$ (5,678,503)	\$ -	\$ -	\$ -	\$ (1,000,000)	\$ -	\$ -
90	EXCESS/DEFICIENCY OF REVENUES	\$ 3,074,412	\$ (3,842,084)	\$ 4,114,347	\$ 6,465,274	\$ 6,954,000	\$ -	\$ -	\$ -
91	LESS UNAVAILABLE AMOUNTS								
92	LAND HELD FOR REDEVELOPMENT	(197,660)							
93	LONG TERM LOANS RECEIVABLE	(3,386,697)							
94	ENCUMBRANCES	(750,000)							
95	REHABILITATION LOANS	(20,519,937)							
96	ENCUMBRANCE FOR HOUSING ENFORCEABLE OBLIGATIONS		(3,613,471)	(4,114,347)	(6,465,274)				
97	TOTAL UNAVAILABLE AMOUNTS	\$ (24,854,294)	\$ (3,613,471)	\$ (4,114,347)	\$ (6,465,274)	\$ -	\$ -	\$ -	\$ -
98	FUND BALANCE	\$ 7,450,555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FINANCING AGREEMENT

THIS FINANCING AGREEMENT, dated as of May __, 2012 (this "Financing Agreement"), is made and entered into by and between the Housing Authority of the City of Moreno Valley, a public body corporate and politic duly organized and existing under the laws of the State of California (the "Housing Authority") and Citibank, N.A., a national banking corporation organized and existing under the laws of the State of California, Lender (the "Lender");

WITNESSETH:

In the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration, the parties hereto recite and agree as follows:

Section 1. Recitals.

(a) The terms capitalized in this Financing Agreement shall have the meanings ascribed to them in that certain agreement between the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley (the "Successor Agency") and the Housing Authority dated as of May 22, 2012 (the "Successor Agency Agreement"), a copy of which is on file with the Successor Agency as a public record.

(b) The Successor Agency Agreement provides for the Successor Agency to make certain payments to the Housing Authority of the "Cumulative Share of Actual Available Defined Revenues" up to the "Maximum Amount" (as such capitalized terms are defined in the Successor Agency Agreement, subject to terms and conditions as more particularly set forth therein).

(c) Lender, upon execution of the Successor Agency Agreement and this Agreement, is prepared to commit to provide construction financing (the "Construction Loan") and permanent financing (the "Permanent Loan") for that development as required to be undertaken by the Developer under that certain "Affordable Housing Agreement" dated as of March 11, 2011 by and between the Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency") and MV Rancho Dorado Limited Partnership, a California limited partnership (the "Developer"). The execution and delivery of this Financing Agreement is a condition precedent without which the Lender is not prepared to close the construction loan, which, by its terms, will convert to permanent loan status upon completion of construction and satisfaction of other requirements set forth in the Lender's loan documents.

(d) Lender has been provided with each of the Affordable Housing Agreement and the Successor Agency Agreement.

(e) The Housing Authority Law is codified in Health and Safety Code Sections 34200 et seq. (the "Law"). Section 34240 of the Law provides that in every city there is a public body corporate and politic known as the housing authority of the city.

(f) Section 34240 of the Law additionally provides that a housing authority shall not transact business or exercise its power unless the City Council of the city declares by Resolution that there is a need for a housing authority to function in the city.

Exhibit B

DOCSOC/1561344v6/200382-0000

(g) The City Council of the City of Moreno Valley (the “City”) has determined that there is a need for a housing authority in the City and has established the Housing Authority and has further declared that the City Council shall be the Commissioners of the Housing Authority.

(h) The City previously activated the Community Redevelopment Agency of the City of Moreno Valley (the “Redevelopment Agency”) pursuant to Part 1 of Division 24 of the California Health and Safety Code (the “Redevelopment Law”). The City subsequently created a redevelopment project area (the “Redevelopment Project Area”) and adopted and amended a redevelopment plan (as amended, the “Redevelopment Plan”), which included provision for tax increment financing as provided under the Redevelopment Law, including without limitation Section 33670(b) thereof.

(i) In connection with its operations as a redevelopment agency acting under the Redevelopment Law, the Redevelopment Agency established and maintained a fund under Sections 33334.2 and 33334.3 (the “Housing Setaside Fund”).

(j) In March 2010, the Redevelopment Agency approved an agreement entitled “Loan Agreement” (the “2010 Loan Agreement”), which was dated as of March 1, 2010, between the Redevelopment Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership (the “Developer”). In connection with the 2010 Loan Agreement, the Redevelopment Agency loaned to the Developer the sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00)(the “Original Loan Amount”) on the terms and conditions set forth in the Loan Agreement.

(k) In March of 2011, the Redevelopment Agency entered into an agreement entitled “Affordable Housing Agreement”, dated as of March 8, 2011 (the “Affordable Housing Agreement”) with the Developer. The Affordable Housing Agreement superseded the Original Loan Agreement. The Affordable Housing Agreement provided, subject to terms and conditions as therein set forth, that the Redevelopment Agency would make available to the Developer from the Redevelopment Agency’s Housing Setaside Fund moneys in the amount of Eight Million Two Hundred Fifty Thousand Dollars (\$8,250,000.00)(the “Redevelopment Agency Disbursement Amount”); such amount was inclusive of the Original Loan Amount, which Original Loan Amount had been disbursed to Developer prior to the approval of the Affordable Housing Agreement (the remaining amount of Six Million Nine Hundred Fifty Thousand Dollars [\$6,950,000.00] is referred to herein as the “Remaining Agency Disbursement Amount”). The Original Loan Amount was funded solely with moneys from the Housing Setaside Fund and the parties to the Affordable Housing Agreement contemplated and such Affordable Housing Agreement provided that the Remaining Agency Disbursement Amount would be funded with moneys from the Housing Setaside Fund.

(l) The Affordable Housing Agreement, which remains in effect as of the Date of Agreement, provided for the Developer to construct a multi-family housing development to consist of seventy-nine (79) units, of which seventy-eight (78) units are for occupancy by households of limited income, all as more particularly set forth in the Affordable Housing Agreement.

(m) By ABx1 26 as enacted during 2011 by the California Legislature (the “2011 Dissolution Act”), the California Legislature dissolved redevelopment agencies within the State of California. The dissolution of redevelopment agencies by the State under the 2011 Dissolution Act

was upheld *California Redevelopment Association v. Matosantos*, Supreme Court Case No. S194861 (the “Matosantos Case”), as decided December 29, 2011.

(n) In connection with the 2011 Dissolution Act, and, in particular, Section 34171(j) thereof, the City became the successor agency to the Redevelopment Agency upon dissolution of the Redevelopment Agency.

(o) The 2011 Dissolution Act provides, at Section 34176, for the disposition of housing assets of a former redevelopment agency. The City Council of the City designated the Housing Authority as the recipient of the former Redevelopment Agency by its Resolution No. 2011-25 as adopted by the City Council on March 11, 2011.

(p) As provided under the 2011 Dissolution Act, an oversight board has been established with respect to the Successor Agency, which oversight board (the “Oversight Board”) has reviewed and has addressed the disposition of housing assets of the former Redevelopment Agency. By its Resolution No. OB 2012-06, the Oversight Board confirmed and approved the disposition of the housing assets of the former Redevelopment Agency to the Housing Authority.

(q) Under this Agreement, the Housing Authority shall make available to the Lender such moneys as Housing Authority receives from the Successor Agency pursuant to the Successor Agency Agreement up to the Maximum Amount as therein set forth and execute the Cash Collateral Agreement substantially in the form attached hereto as Exhibit “A” (the “Cash Collateral Agreement”).

(r) The Lender has required, as a condition of making an irrevocable commitment to Developer for a construction loan and a permanent loan for the Improvements under the Affordable Housing Agreement, that the Housing Authority commit to provide to Developer’s limited partner, Boston Financial Select Tax Credit Fund 2011, Limited Partnership (“Lender’s Agent”), a security interest in that real property described in Exhibit “B” hereto (the “Housing Authority Security Property”); provided that, in the event Lender receives the Remaining Agency Disbursement Amount from the Housing Authority, Lender’s Agent shall promptly release its security interest in the Housing Authority Security Property and reconvey such Housing Authority Security Property to the Housing Authority. In addition, in the event the Lender’s Agent acquires the Housing Authority Security Property upon foreclosure or deed or assignment in lieu of foreclosure, Lender’s Agent shall grant Housing Authority the option to reacquire the Housing Authority Security Property as provided in Section 4 of this Financing Agreement. Lender’s Agent shall be designated as Boston Financial Investment Management.

(s) Each of the parties has authority to enter into this Financing Agreement, and has taken all actions necessary to authorize its officers to execute and deliver this Financing Agreement on its respective behalf.

Section 2. Commitment of Cumulative Share of Actual Available Defined Revenues.

In consideration of the commitment of the Lender to provide the Conforming Construction Loan and the Conforming Permanent Loan, the Housing Authority commits to transfer to the Lender the Cumulative Share of Actual Available Defined Revenues (as defined in the Successor Agency Agreement) as received by the Housing Authority. The Housing Authority consents to the deposit of such moneys with the “Escrow Fund” as established pursuant to the Cash Collateral Agreement. The

obligation of the Housing Authority pursuant to this Section 2 shall cease to be of effect in the event of any of the following occurs: (i) disbursement by the Housing Authority of the Maximum Amount; (ii) the closing of the Conforming Construction Loan; or (iii) the termination of the Affordable Housing Agreement under an event of default by the Developer and failure to cure during within the applicable cure period determined under the Affordable Housing Agreement.

Upon occurrence of item (iii) described in the preceding paragraph (a “Defined Event”), or otherwise at the option of the Lender, the Lender shall return to the Housing Authority, or to another public entity designated by the Housing Authority for such purpose, an amount equal to the moneys disbursed by the Housing Authority that are held by the Lender and the Lender shall further notify the Housing Authority in writing that such event has occurred and that the Housing Authority is exonerated and released from any obligation to make additional payments hereunder. Upon occurrence of a default by the Developer which leads to a termination of the Construction Loan by the Lender, the Housing Authority’s obligations hereunder shall be limited to the amount of any deficiency which remains after deducting the amount of funds obtained by Lender from Developer through any and all remedies pursued under its loan documents, including but not limited to, foreclosure or deed in lieu of foreclosure, from the amount of Lender funds disbursed to Developer under its loan agreement, plus outstanding interest, costs and fees.

Section 3. Housing Authority Security Property.

The Housing Authority shall, upon receipt of a certificate by the Lender that the Lender is prepared to make the Conforming Construction Loan and is prepared to commit to make the Conforming Permanent Loan provided that the Housing Authority executes a deed of trust as provided below, execute a deed of trust encumbering the Housing Authority Security Property (the “Housing Authority Deed of Trust”) as additional assurance that the Housing Authority will make those payments provided for in Section 2 hereof. The Housing Authority Deed of Trust shall be in form reasonably acceptable to each of the Lender, Lender’s Agent and the Housing Authority.

The Housing Authority agrees and acknowledges that Lender’s Agent may resort to the Housing Authority Security Property in the event of failure of the Developer to perform under the Conforming Construction Loan or the Conforming Payment Loan (after affording Developer a reasonable opportunity to cure), provided that the Lender’s Agent shall have first given to the Housing Authority written notice specifying the defaults or failures of the Developer and shall have provided the Housing Authority a period of not less than sixty (60) days from receipt of such notice to (i) cure such failures or defaults, or (ii) purchase the Conforming Construction Loan (or, as applicable, the Conforming Permanent Loan) for the outstanding amount of the corresponding loan.

Upon occurrence of one of the Defined Events, Lender’s Agent shall promptly release and reconvey the Housing Authority Deed of Trust or, if requested by the Housing Authority, execute a quitclaim as to the Site to the Housing Authority or a public entity designated for such purpose by the Housing Authority.

Section 4. Option to Reacquire the Housing Authority Security Property.

In the event Lender’s Agent acquires the Housing Authority Security Property, the Housing Authority and the City of Moreno Valley, a municipal corporation (the “City”) shall have the option to purchase from Lender’s Agent and/or the Housing Authority Security Property for an amount equal to the outstanding amount of the Conforming Construction Loan or, if applicable, the

If to the Lender: Citibank, N.A.,
[to come]
Los Angeles, California 9 ____
Attention: _____

If to Lender's Agent: BFIM Special limited Partner, Inc.
c/o Boston Financial Investment Management, LP
101 Arch Street, 13th Floor
Boston, MA 02110
Attn: Asset Management

(with a copy to) Holland & Knight LLP
10 St. James Avenue
Boston, MA, 02116
Attention: James E. McDermott, Esq.

The Housing Authority, the City and the Lender, by notice given hereunder, may designate different addresses to which subsequent notices or other communications will be sent.

Section 9. Timing for Performance under the Affordable Housing Agreement. As a matter between the Lender and the Housing Authority, times for performance set forth in the Affordable Housing Agreement (as set forth in the Schedule of Performance attached thereto) shall be deemed extended by two hundred seventy (270) days; such extension is based upon the enactment of the 2011 Dissolution Act and a stay which was put into effect by the California Supreme Court during the consideration of the Matosantos Case.

Section 10. No Third Party Beneficiaries Except for City. The City shall be a third party beneficiary of this Agreement and shall have the right to bring an action under applicable law to enforce the terms of this Agreement. Except for the City, there shall be no third party beneficiaries of this Agreement.

Section 11. Applicable Law. This Agreement shall be subject to the laws of the State of California, as such laws may be amended from time to time.

Section 12. Limitation of Liability. The liability of the Housing Authority under this Agreement shall be limited to the moneys the Housing Authority receives from the Successor Agency as the Cumulative Share of Actual Available Defined Revenues and the Housing Authority Security Property; provided that the total recoverable against the Housing Authority from such moneys and the Housing Authority Security Property, as combined, may not exceed an amount equal to the Remaining Agency Disbursement Amount. Neither the Successor Agency nor the City shall have any liability under this Agreement.

Section 13. Captions.

The captions or headings in this Financing Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Financing Agreement.

Section 14. Execution in Counterparts.

This Financing Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

Section 15. Binding Effect.

This Financing Agreement shall inure to the benefit of and shall be binding upon the Housing Authority and the Lender and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Financing Agreement by their officers thereunto duly authorized as of the day and year first written above.

HOUSING AUTHORITY OF THE CITY OF
MORENO VALLEY

By: _____
Its: Executive Director

ATTEST:

Secretary

CITIBANK, N.A.

By: _____
Its: Authorized Officer

Acknowledged and Consented to by:

MV Rancho Dorado Limited Partnership, a California
limited partnership

By: PC Moreno Valley Developers LLC, a
California limited liability company, its
administrative general partner

By: Palm Communities, a California
corporation, its sole member/manager

By: _____
Todd A. Deutscher, Chief
Operating Officer and Chief
Financial Officer

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
 Corporate Officer

Title(s)

- Partner(s) Limited
 General
 Attorney-In-Fact
 Lender(s)
 Guardian/Conservator
 Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
 Corporate Officer

Title(s)

- Partner(s) Limited
 General
 Attorney-In-Fact
 Lender(s)
 Guardian/Conservator
 Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

EXHIBIT "A"

CASH COLLATERAL AND SECURITY AGREEMENT

THIS CASH COLLATERAL AND SECURITY AGREEMENT (this "**Agreement**"), dated as of May 1, 2012, by and among **MV RANCHO DORADO LIMITED PARTNERSHIP**, a California limited partnership (together with its permitted successors and assigns, the "**Borrower**"), the **HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY**, as Successor Housing Agency to the Community Redevelopment Agency of the City of Moreno Valley (the "**Authority**"), **CITIBANK, N.A.**, a national banking association (together with its permitted successors and assigns, the "**Collateral Agent**"), not in its individual capacity but solely in its capacity as escrow agent, and **CITIBANK, N.A.**, a national banking association (together with its successors and assigns, the "**Bank**").

RECITALS

A. Borrower has applied to the Bank for a loan (the "**Loan**") for the acquisition, construction, rehabilitation, development, equipping and/or operation of a 79-unit multifamily residential project located in Moreno Valley, Riverside County, California, known or to be known as Rancho Dorado South Apartments (the "**Mortgaged Property**")

B. The Loan is evidenced by the Note and that certain Construction Loan Agreement dated as of the date hereof between Borrower and Bank (the "**Loan Agreement**"). The term "**Note**" means that certain Multifamily Note dated as of the date hereof in the maximum principal amount of \$12,000,000, made by Borrower payable to the order of Bank.

C. The Loan is secured by, among other things, that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date hereof executed by Borrower for the benefit of Bank (the "**Security Instrument**"; together with the Note, the Loan Agreement and all other documents executed in connection with the Loan, including this Agreement, the "**Borrower Loan Documents**"), which Security Instrument encumbers the Mortgaged Property, and will be advanced to Borrower subject to Bank's approval of disbursements in accordance with the Loan Agreement.

D. The term "**Beneficiary Parties**" as used herein shall mean Bank, any Servicer, and their respective successors and assigns. The term "**Beneficiary Parties**" shall also include any lawful owner, holder or pledgee of the Note.

E. Borrower and the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic ("Agency") entered into that certain Affordable Housing Agreement dated as of March 8, 2011 (the "**Affordable Housing Agreement**"), pursuant to which, among other things, the Agency agreed to make a loan to the Borrower to be made from certain tax increment funds available to the Agency. The Authority has acquired all of Agency's rights and obligations under the Affordable Housing Agreement and, upon the satisfaction of the conditions set forth in Section 3.1 of the Affordable Housing Agreement, shall

make an additional loan to Borrower pursuant to the terms of the Affordable Housing Agreement (“**Authority Loan**”).

F. The City of Moreno Valley, as the successor agency to the Community Redevelopment Agency of the City of Moreno Valley (“**City**”) and the Authority are executing that certain agreement dated as of May 22, 2012 (“**Tax Increment Agreement**”), pursuant to which Tax Increment Agreement the City and Authority agree that available tax increment from the Moreno Valley Redevelopment Project Area will be pledged to and made available for transfer to the Authority to fund the Authority Loan.

G. Pursuant to the terms of this Agreement, the Authority will, on or before the Closing Date, fund \$1,770,000 into the Escrow Fund (as defined in Section 4 of this Agreement) held by the Collateral Agent on behalf, and for the benefit of, the Bank.

H. It is a condition precedent to the making of the Loan that the Borrower enter into this Agreement and that not less than an additional \$5,180,000, as and when available to the Authority pursuant to the terms of the Tax Increment Agreement, be funded into the Escrow Fund. In addition, and as further consideration, the Borrower is agreeing to grant Bank a first priority security interest in all of the funds held in the Escrow Fund. Monies in the Escrow Fund will be paid from such Escrow Fund pursuant to the terms and conditions of this Agreement.

I. The Collateral Agent has agreed to act as Collateral Agent for the Bank upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Borrower, the Collateral Agent, and the Bank, the Borrower, the Collateral Agent and the Bank agree as follows:

Incorporation of Recitals; Definitions; Interpretation; Reference Materials.

Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

Interpretation. Words importing any gender include all genders. The singular form of any word used in this Agreement shall include the plural, and vice versa, unless the context otherwise requires. Words importing persons include natural persons, firms, associations, partnerships, corporations and public entities.

Reference Materials. Sections cited by number only refer to the respective sections of this Agreement so numbered. Reference to “this section” or “this subsection” shall refer to the particular section or subsection in which such reference appears. Any captions, titles or headings preceding the text of any section and any table of contents or index attached to this Agreement are solely for convenience of reference and shall not constitute part of this Agreement or affect its meaning, construction or effect.

Effective Date. The parties agree that this Agreement is dated as of the date first above written for convenience of the parties, and agree that it shall be effective on, from and

after, and all representations and warranties shall be made as of, the Closing Date (as defined in the Loan Agreement).

Definitions. In addition to terms elsewhere defined in this Agreement including the Recitals, the following words and terms as used in this Agreement and the Recitals hereto shall have the following meanings unless the context or use clearly indicates another or different meaning or intent. Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings given to those terms in the Loan Agreement.

“**Investor**” means Boston Financial Select Tax Credit Fund 2011, Limited Partnership, a Massachusetts limited partnership.

“**Moody’s**” means Moody’s Investors Service Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, if such successors and assigns shall continue to perform the functions of a securities rating agency.

“**Obligations**” means all obligations of the Borrower to the Bank now or hereafter existing under the Loan Agreement or any of the other Borrower Loan Documents.

“**Permitted Investments**” shall have the meaning ascribed to such term in Exhibit A attached hereto.

Grant of Security Interest.

The Borrower pledges, assigns and grants to Bank a first priority security interest (the “**Security Interest**”) in all of its right, title and interest, if any, in and to the following: (i) any and all deposits now or hereafter made by the Authority or other funds of Borrower (together, the “**Deposits**”) to the Escrow Fund; (ii) all Permitted Investments (as defined in Exhibit A attached hereto) made from time to time with funds held in the Escrow Fund, all certificates and instruments, if any, from time to time representing or evidencing such investments; (iii) the Escrow Fund; (iv) any and all rights of Borrower under the Affordable Housing Agreement and the Tax Increment Agreement; and (v) all cash and non-cash proceeds of any of the foregoing. The Borrower agrees that the Security Interest shall secure the prompt and complete payment and performance when due whether at stated maturity, by acceleration or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under the Bankruptcy Code) of all Obligations now or hereafter existing. The Borrower acknowledges that its obligation to pay the Obligations when due is a separate and independent obligation of the Borrower and will not be subject to any suspension, diminution or set-off irrespective of any failure by the Collateral Agent to perform its obligations under this Agreement.

At any time and from time to time, at the expense of the Borrower, the Borrower shall promptly execute and deliver all further instruments and documents, and take all further action, including, without limitation the delivery of any financing statements required under the Uniform Commercial Code of the State of California (the “**UCC**”) and that may be necessary or desirable, or that Bank may request, in order to perfect, continue and protect any security interest granted or purported to be granted by this Agreement or to enable Bank or the Collateral Agent to exercise its rights under this Agreement.

The Borrower agrees that it has no right to and will not sell or otherwise dispose of any of the Deposits or Permitted Investments or the Escrow Fund and it has no right to and will not, create or permit to exist any lien, security interest, or other charge or encumbrance upon or with respect to the Deposits, the Permitted Investments, or the Escrow Fund except for the Security Interest created pursuant to this Agreement.

Escrow Payments. The Borrower and the Authority agree to irrevocably pay or cause to be deposited in the Escrow Fund all tax increment pursuant to the Tax Increment Agreement within three (3) days of such tax increment becoming available, subject to the prior Security Interest granted to Bank to be held in escrow in the Escrow Fund subject to the terms and conditions of this Agreement.

Establishment of Escrow Fund.

The Collateral Agent has established, at the request of the parties hereto, a special and irrevocable escrow fund designated “Cash Collateral Account Rancho Dorado” (the “**Escrow Fund**”). Such Escrow Fund is a special, segregated escrow fund maintained at the Collateral Agent separate and apart from the general banking assets and liabilities of the Collateral Agent and held and administered by the Collateral Agent for the benefit of Bank in accordance with the terms and provisions of this Agreement.

The Collateral Agent acknowledges that (i) it will hold such Deposits and any investments in such Escrow Fund for the benefit of Bank and pursuant to the terms of this Agreement; (ii) it will credit such Deposits and any investments in the Escrow Fund on its own books and records to the Escrow Fund, subject to the Security Interest; and (iii) it will hold such Deposits: (a) for the credit of the Escrow Fund as Collateral Agent hereunder subject to the Security Interest and the terms of this Agreement and (b) as a “financial intermediary” (as such term is defined in the Uniform Commercial Code as in effect in the State of California) for the account and benefit of Bank, as secured party; provided, however, that any investment earnings on moneys deposited into the Escrow Fund shall be paid to the Borrower on a quarterly basis.

The parties agree that the Deposits into the Escrow Fund constitute irrevocable payments in escrow solely for use as described in this Agreement. The parties hereto agree that the Borrower shall not have any control over the use of, or any right to withdraw any moneys from the Escrow Fund or any proceeds thereof except as provided in Section 6 of this Agreement.

Investment of Moneys In Escrow Fund; Interest Earnings; Arbitrage.

Funds deposited in the Escrow Fund may be invested and reinvested by and in the name of the Collateral Agent only in Permitted Investments. All Permitted Investments shall be made by the Collateral Agent at the written direction of the Borrower with the consent of the Authority and the Investor. The Collateral Agent shall invest the Escrow Fund on the date of deposit provided that it is received on or before 11:00 a.m. New York City time. Any investment direction contained herein may be executed through an affiliated broker dealer of the Collateral Agent and will be entitled to such usual and customary fee. Neither Citibank, N.A. nor any of its affiliates assume any duty or liability for monitoring the investment rating. The Collateral Agent

or its affiliates may act as principal, agent, sponsor or depository with respect to any Permitted Investments.

Application of Escrow Fund. Bank may direct the Collateral Agent, with the (so long as no Event of Default has occurred) written consent of the Authority and the Borrower, given by a person at the time designated and authorized to act on behalf of the Borrower, Authority and Bank, in accordance with a disbursement authorization in the form attached here to as Exhibit B, to disburse amounts from the Escrow Fund to or for the benefit of Borrower, only to satisfy amounts due under the Loan. Authority and Borrower will give such consent when and if all conditions to disburse the Authority Loan are satisfied pursuant to Section 3.1 of the Affordable Housing Agreement.

[Intentionally Omitted]

Representations and Warranties.

Representations and Warranties of the Borrower. The Borrower represents and warrants to the Collateral Agent and the Bank on the Closing Date (except as to clause (e) below) and on each date that Deposits are delivered to the Collateral Agent hereunder that:

It is a limited partnership, validly existing and in good standing in the State of California;

It has all requisite power and authority to enter into this Agreement and to carry out its obligations under this Agreement; the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on the part of the Borrower; this Agreement has been duly executed and delivered by it and is the valid and binding obligation of the Borrower, and assuming the enforceability hereof against the other parties hereto, is enforceable against it in accordance with its terms (except to the extent enforceability thereof may be limited by any applicable bankruptcy, insolvency, receivership or similar laws affecting the rights of creditors generally or principles of equity);

No consent of any other person or entity and no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required (a) for the pledge by the Borrower of the Deposits pursuant to this Agreement or for the execution, delivery or performance of this Agreement by the Borrower (b) for the perfection or maintenance of the Security Interest created hereby (including the first priority nature of such security interest), or (c) for the exercise by the Collateral Agent of the rights provided for in this Agreement or the remedies in respect of the Deposits pursuant to this Agreement; there are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived;

Neither the execution nor delivery of this Agreement nor the performance by the Borrower of its obligations under this Agreement, nor the consummation of the transactions contemplated by this Agreement, will (a) conflict with any

provision of the partnership agreement of the Borrower; (b) conflict with, result in a breach of, constitute a default (or an event which would, with the passage of time or the giving of notice or both, constitute a default) under, or give rise to a right to terminate, amend, modify, abandon or accelerate, any contract, agreement, promissory note, lease, indenture, instrument or license to which the Borrower is a party or by which the Borrower's assets or properties may be bound or affected; (c) violate or conflict with any federal, state or local law, statute, ordinance, rule, regulation, order, judgment, decree or arbitration award which is either applicable to, binding upon or enforceable against the Borrower; (d) result in or require the creation or imposition of any liens, security interests, options or other charges or encumbrances ("**Liens**") upon or with respect to the Deposits, other than Liens in favor of the Bank or the Collateral Agent; (e) give to any individual or entity a right or claim against the Borrower; (f) require the consent, approval, order or authorization of, or the registration, declaration or filing with, any federal, state or local government entity, except as otherwise indicated; and

Upon delivery of the Deposits to the Collateral Agent, the Collateral Agent shall have for the benefit of the Bank a valid, enforceable and perfected first priority security interest in the monies and Permitted Investments held in the Escrow Fund securing the Obligations.

Representations and Warranties of the Collateral Agent. The Collateral Agent represents to the Borrower and the Bank that:

It is a national banking association duly organized and existing under the laws of the United States of America;

It has the power and authority to execute, deliver, and perform its obligations under, this Agreement; and

All corporate or other action required to authorize the acceptance of its appointment as Collateral Agent hereunder and the execution, delivery and performance of this Agreement and the effectuation of the transactions provided for in this Agreement has been duly taken.

Powers of the Collateral Agent.

The Bank hereby authorizes the Collateral Agent, and the Borrower hereby acknowledges such power and right, to (a) take such action on behalf of the Bank and to exercise such rights, remedies, powers and privileges under this Agreement as are specifically authorized to be exercised by the Collateral Agent by the terms of this Agreement, together with such rights, remedies, powers and privileges as are reasonably incidental thereto; (b) execute any of its duties as escrow agent under this Agreement by or through agents or employees; and (c) retain experts (including counsel) and to act in conclusive reliance upon the advice of such experts concerning all matters pertaining to the agencies created by this Agreement and its duties under this Agreement, free from any liability for any

action taken or omitted to be taken by it in good faith in accordance with the advice of such experts.

The Collateral Agent agrees to perform only those duties specifically set forth in this Agreement and no implied duties or obligations shall be read into this Agreement. The Collateral Agent shall have no duty to exercise any discretionary right, remedy, power or privilege granted to it by this Agreement, or to take any affirmative action under this Agreement, unless directed to do so by the Bank in writing, and shall not, without the prior written approval of the Bank, consent to any departure by the Borrower from the terms of this Agreement, waive any default by the Borrower under this Agreement or amend, modify, supplement or terminate, or agree to any surrender of, this Agreement or the Deposits; provided, however, that the Collateral Agent shall not be required to take any action which requires it to expend or advance its own funds, exposes the Collateral Agent to personal liability or which is contrary to this Agreement, or any other agreement or instrument relating to the Deposits or applicable law.

Neither the Collateral Agent nor any of its directors, officers, employees or agents shall be liable for any action taken or omitted to be taken by it or them under this Agreement, or in connection with this Agreement, except for its or their own gross negligence or willful misconduct; nor shall the Collateral Agent be responsible for the validity, effectiveness, value, sufficiency or enforceability against the Borrower of this Agreement or any other document furnished pursuant to this Agreement or in connection with this Agreement, or of the Deposits (or any part thereof), or for the perfection or priority of any security interest purported to be granted under this Agreement.

The Collateral Agent shall be entitled to conclusively rely on any communication, instrument, paper or other document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Collateral Agent shall be entitled to assume that no Event of Default shall have occurred and be continuing, unless the Collateral Agent has received written notice from the Bank that such an Event of Default has occurred and is continuing. The Collateral Agent may accept deposits from, lend money to, and generally engage in any kind of business with, the Borrower and its affiliates as if it were not the agent of the Bank.

Notwithstanding any provision in this Agreement to the contrary, the Collateral Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Collateral Agent be deemed to be a fiduciary to any party to this Agreement or to any other person under this Agreement. The Collateral Agent will not be responsible or liable for the failure of any party to perform in accordance with this Agreement. The Collateral Agent shall neither be responsible for, nor chargeable with knowledge of, the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to the Collateral

Agent; and the Collateral Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Agreement to any other agreement, instrument, or document are for the convenience of the parties, and the Collateral Agent has no duties or obligations with respect thereto. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Collateral Agent shall be inferred or implied from the terms of this Agreement or of any other agreement.

Limitation on Liability. Notwithstanding any other provision of the Agreement, the Collateral Agent shall not be liable (i) for any indirect, incidental, consequential, punitive or special losses or damages, regardless of the form of action and whether or not any such losses or damages were foreseeable or contemplated, (ii) for the acts or omissions of any nominees, correspondents, designees, agents, subagents or subcustodians, or (iii) for the investment or reinvestment of any Escrow Funds, or any liquidation of such investment or reinvestment, executed in accordance with the terms of the Agreement, including, without limitation, any liability for any delays (not resulting from its gross negligence or willful misconduct as adjudicated by a court of competent jurisdiction) in the investment or reinvestment of the Escrow Funds, any loss of interest incident to any such delays, or any loss or penalty as a result of the liquidation of any investment before its stated maturity date.

Collateral Agent Appointed Attorney-in-Fact. The Borrower hereby appoints the Collateral Agent, the Borrower's attorney-in-fact, with full authority in the place and stead of the Borrower and in the name of the Borrower or otherwise, from time to time in the Collateral Agent's discretion to take any action and to execute any instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement. The power of appointment granted herein is coupled with an interest and is irrevocable by the Borrower so long as any obligations remain owing by the Borrower to the Bank.

Reserved.

Successor Collateral Agent.

The Collateral Agent may at any time resign and be discharged of the duties and obligations created by this Agreement by giving notice to the Bank, the Investor and the Borrower by an instrument in writing addressed and delivered to the Bank, Investor and the Borrower, with a copy to the Authority. Such resignation shall take effect upon the date specified in such notice, unless a successor has not been appointed, in which event such resignation shall take place upon the Bank's appointment of a successor. The Collateral Agent may be removed at any time with or without cause by an instrument in writing duly executed by or on behalf of the Bank with 30 days' prior written notice. If no successor Collateral Agent shall be appointed as herein provided or, if appointed, shall not have accepted its appointment, within 30 days after resignation or removal of the retiring Collateral Agent, the retiring Collateral Agent may petition any court of competent jurisdiction for the appointment of a successor Collateral

Agent or for other appropriate relief and any such resulting appointment shall be binding upon the Bank and the Borrower; and

The Bank shall, concurrently with any such resignation or removal, appoint a successor Collateral Agent by a written instrument of substitution which complies with any requirements of applicable law. Upon the making and acceptance of such appointment, the execution and delivery by such successor Collateral Agent of a ratifying instrument pursuant to which such successor Collateral Agent agrees to assume the duties and obligations imposed on the Collateral Agent by the terms of this Agreement, and the delivery to such successor Collateral Agent of the Deposits and documents and instruments then held by the retiring Collateral Agent, such successor Collateral Agent shall thereupon succeed to and become vested with all the estate, rights, powers, remedies, privileges, immunities, indemnities, duties and obligations by this Agreement granted to or conferred or imposed upon the predecessor Collateral Agent. No Collateral Agent shall be discharged from its duties or obligations under this Agreement until the Deposits and documents and instruments then held by such Collateral Agent shall have been transferred or delivered to the successor Collateral Agent and until such retiring Collateral Agent shall have executed and delivered to the successor Collateral Agent appropriate instruments assigning the retiring Collateral Agent's security or other interest in the Deposits to the successor Collateral Agent. The retiring Collateral Agent shall not be required to make any representation or warranty in connection with any such transfer or assignment.

Events of Default; Rights and Remedies.

Event of Default. For purposes of this Agreement, “**Event of Default**” means:

The occurrence of an Event of Default under the Loan Agreement or any of the other Borrower Loan Documents;

The failure by the Borrower to observe and perform any duty, obligation or covenant required to be observed or performed by this Agreement; and

Any representation or warranty on the part of the Borrower contained in this Agreement or repeated and reaffirmed in this Agreement shall prove to be false, misleading or incorrect as of the date made or deemed made.

Remedies Upon Borrower's Default. If, after the conditions to disburse the Authority Loan are satisfied pursuant to Section 3.1 of the Affordable Housing Agreement, any Event of Default has occurred and is continuing and written notice of the Event of Default has been provided by a Vice President of the Bank (each, a “**Bank Authorized Officer**”) to the Collateral Agent:

At the written direction of a Bank Authorized Officer, the Collateral Agent shall deliver all Deposits to the Bank;

At the written direction of a Bank Authorized Officer, amounts on deposit in the Escrow Fund shall be used, to pay any amounts required to be paid by the Borrower under the Borrower Loan Documents or the Loan Agreement (including without limitation any amounts required to be paid to Bank) or to any other use directed in writing by the Bank;

The Bank may, or the Collateral Agent acting at the written direction of a Bank Authorized Officer, shall, without further notice, exercise all rights, privileges or options pertaining to the Deposits as if the Bank were the absolute owner of such Deposits, upon such terms and conditions as the Bank may determine, all without liability except to account for property actually received by the Bank or the Collateral Agent and neither the Bank nor the Collateral Agent shall have any duty to exercise any of those rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing; and

The Bank may, or the Collateral Agent acting at the written direction of a Bank Authorized Officer, shall exercise in respect of the Deposits, in addition to other rights and remedies provided for in this Agreement or otherwise available to it, all of the rights and remedies of a secured party under the UCC.

The foregoing rights and remedies (i) shall be cumulative and concurrent, (ii) may be pursued separately, successively or concurrently against the Borrower and any other party obligated under the Obligations, or against the Deposits, or any other security for the Obligations, at the sole discretion of the Bank, (iii) may be exercised as often as occasion therefore shall arise, it being agreed by Borrower that the exercise or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (iv) are intended to be and shall be non-exclusive. Nothing in this Agreement shall require or be construed to require the Bank to accept tender of performance of any of the Borrower's obligations under this Agreement after the expiration of any time period set forth in this Agreement for the performance of such obligations and the expiration of any applicable cure periods, if any.

Upon the occurrence of an Event of Default described in Section 9.1(b), the Collateral Agent may (but shall not be obligated to) perform, or cause to be performed, such duty, obligation or covenant, or remedy any such failure, and may expend its funds for such purpose; provided, however, that, in accordance with Section 11.2 of this Agreement, the Borrower shall reimburse the Collateral Agent for any funds so expended.

No Additional Waiver Implied by One Waiver. If the Borrower shall fail to perform any obligation it is required to perform under this Agreement, and such failure is thereafter waived by the Bank, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive any other failure to perform as required under this Agreement. Any forbearance by the Bank to demand payment of any amounts payable under this Agreement shall be limited to the particular payment for which the Bank forbears demand for payment and shall not be deemed a forbearance to demand any other amount payable under this Agreement.

Nature of the Bank's and Collateral Agent's Rights. The rights of the Bank and the Collateral Agent to the Deposits held for their benefit under this Agreement shall not be subject to any right of redemption the Borrower might otherwise have and shall not be suspended, discontinued or reduced or terminated for any cause, including, without limiting the generality of the foregoing, any event constituting force majeure or any acts or circumstances that may constitute commercial frustration of purpose.

Tax Matters.

10.1 The parties hereto agree that, for tax reporting purposes, the Escrow Funds shall be allocated to the party to whom the Escrow Funds are disbursed and shall be reported in the year of disbursement on a Form 1099-B, if applicable, in relation to principal and on a Form 1099-INT for interest earned or on a Form 1099-DIV for dividends earned in the case of Money Market investments. The parties hereto agree that this Agreement does not relieve such parties of their obligation for tax information reporting under Section 6041 of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), and the Treasury regulations thereunder, as well as the obligation to report amounts of imputed interest income to the extent required pursuant to Code Section 483 or Section 1272. The Collateral Agent shall not be responsible for determining or reporting such imputed interest.

10.2 The parties hereto shall upon the execution of this Agreement provide the Collateral Agent with a duly completed and properly executed original IRS Form W-9 (or applicable Form W-8, in the case of a non-U.S. person) certifying such party's U.S. tax identification number if Form W-9 is provided, or status as a beneficial owner of the Escrow Funds if a Form W-8 is provided. The parties hereto shall also provide to the Collateral Agent any other forms and documents that the Collateral Agent may reasonably request to determine the amount, if any, to be withheld, and to complete such information and payee statements. In the event the payee is not a party to this Agreement, the parties hereto shall provide the Collateral Agent with a duly completed and properly executed IRS Form W-9 (or applicable W-8, in the case of a non-U.S. person) from such payee prior to payment being made. The parties hereto understand that, in the event valid U.S. tax forms, or other relevant forms, are not provided to the Collateral Agent, the tax law may require withholding of tax on disbursements and on a portion of any interest or other income earned on the investment of the Escrow Funds.

10.3 Should the Collateral Agent become liable for the payment of taxes, including withholding taxes relating to any funds, including interest and penalties thereon, held by it pursuant to this Agreement or any payment made hereunder, the parties hereto agree, jointly and severally, to reimburse the Collateral Agent for such taxes, interest and penalties upon demand. Without limiting the foregoing, the Collateral Agent shall be entitled to deduct such taxes, interest and penalties from the Escrow Funds.

10.4 The parties hereto acknowledge and agree that none of the payments under this Agreement are for compensation for services performed by an employee or independent contractor of any of the parties.

10.5 Citibank, N.A., its affiliates, and its employees are not in the business of providing tax or legal advice to any taxpayer outside of Citibank, N.A. and its affiliates. This

Agreement and any amendments or attachments are not intended or written to be used, and cannot be used or relied upon, by any such taxpayer or for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

10.6 This Section 10 may be amended by the Collateral Agent as necessary and upon notice to the parties hereto to conform to tax and regulatory requirements and any other changes to the current applicable governmental tax laws. The Collateral Agent's rights under this Section shall survive the termination of this Agreement and the resignation or removal of the Collateral Agent.

Miscellaneous Provisions.

Cooperation. At any time and from time to time after the date of this Agreement, any party hereto shall, at the request of another party, execute and deliver any instruments or documents, including UCC financing and continuation statements in favor of the Collateral Agent, and other documents reflecting the Collateral Agent's security interest in the Deposits, and shall take all such further actions as such party may reasonably request in order to consummate and effectuate the transactions contemplated by this Agreement.

Fee; Costs and Expenses; Indemnification. The Borrower shall pay to the Collateral Agent such fee for its services hereunder as agreed to in writing. The Borrower agrees to reimburse the Collateral Agent, on demand, for all reasonable costs and expenses actually incurred by the Collateral Agent in connection with the administration and enforcement of this Agreement and agrees to indemnify and hold harmless the Collateral Agent from and against any and all losses, costs, claims, damages, penalties, causes of action, suits, judgments, liabilities and expenses (including, without limitation, reasonable attorneys' fees and expenses actually incurred) actually incurred by the Collateral Agent in connection with this Agreement, unless such liability shall be due to willful misconduct or gross negligence on the part of the Collateral Agent or its agents or employees. Any and all amounts expended by the Collateral Agent pursuant to Section 9.2 hereof shall be repayable to it by the Borrower upon the Collateral Agent's demand therefor. In the event that fees or expenses, or any other obligations owed to the Collateral Agent (or its counsel) are not paid to the Collateral Agent within 30 calendar days following the presentment of an invoice for the payment of such fees and expenses or the demand for such payment, then the Collateral Agent may, without further action or notice, pay such fees from the Escrow Funds and may sell, convey or otherwise dispose of any Escrow Funds for such purpose. The Collateral Agent may in its sole discretion withhold from any distribution of the Escrow Funds an amount of such distribution it reasonably believes would, upon sale or liquidation, produce proceeds equal to any unpaid amounts to which the Collateral Agent is entitled to hereunder. The obligations of the Borrower under this Section 11.2 shall survive the termination of this Agreement, the resignation or removal of the Collateral Agent, and the discharge of the other obligations of the Borrower under this Agreement.

Termination. This Agreement and the assignments, pledges and security interests created or granted by this Agreement shall terminate upon earlier of (i) the termination of the commitments and obligations of the Borrower under the Borrower Loan Documents or (ii) the termination of the Affordable Housing Agreement pursuant to an event of default by Borrower

under the Affordable Housing Agreement which is not cured within the applicable cure periods provided therein. Upon written notice of such termination from the Bank, the Collateral Agent shall reassign and deliver to the Borrower all Deposits and documents then in its custody or possession, and if requested by the Borrower, shall, at the cost and expense of the Borrower, deliver to the Borrower for recording or filing in each office in which any assignment or financing statement relative to the Deposits or the agreements relating thereto or any part thereof, shall have been filed or recorded, a termination statement or release under applicable law (including, if relevant, the UCC) releasing the Collateral Agent's interest therein, and such other documents and instruments as the Borrower may reasonably request all without recourse to or warranty whatsoever by Collateral Agent or the Bank and at the cost and expense of the Borrower.

Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties to this Agreement with respect to the subject matter of this Agreement. This Agreement may not be amended, changed, waived or modified except by a writing executed by all parties hereto.

Mergers and Conversions. Any corporation or entity into which the Collateral Agent may be merged or converted or with which it may be consolidated, or any corporation or entity resulting from any merger, conversion or consolidation to which the Collateral Agent will be a party, or any corporation or entity succeeding to the business of the Collateral Agent will be the successor of the Collateral Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

Successors and Assigns. Subject to the terms and conditions of the Loan Agreement, this Agreement shall inure to the benefit of, and be enforceable by, the Borrower, the Collateral Agent and the Bank and their respective successors and permitted assigns, and nothing herein expressed or implied shall be construed to give any other person or entity any legal or equitable rights under this Agreement. No party to this Agreement shall assign any of the rights, interests or obligations under this Agreement without the prior written consent of the other parties to this Agreement.

Use of Name. No printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "Citibank", or "Citigroup" or "Citi" by name or the rights, powers, or duties of Bank under this Agreement shall be issued by any Interested Parties hereto, or on such party's behalf, without the prior written consent of Bank.

Notices. All written notices, certificates or other communications shall be sufficiently given and shall be deemed to be given on the date on which the same shall have been mailed by certified first class mail, postage prepaid, return receipt requested, addressed as follows:

If to the Authority: Housing Authority of the City of Moreno Valley
[]
[]
Attention: Executive Director
Facsimile: []

With a copy to: Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport beach, California 92660
Attention: Mark J. Huebsch
Facsimile: (949) 823-5167

If to the Collateral Agent: Citibank, N.A.
Middle Office
390 Greenwich Street, 2nd Floor
New York, New York 10013
Attn: Desk Head, Transaction Management Group
Loan/Transaction/File #[]
Fax: (866) 461-9894

If to Borrower: MV Rancho Dorado Limited Partnership
c/o Palm Communities
44139 Monterey Avenue, Suite A
Palm Desert, California
Attention: Todd Deutscher
Facsimile: (760) 568-9761

With a copy to: Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, California 94612
Attention: Robert Mills
Facsimile: (510) 836-1035

With a copy to: BFIM Special Limited Partner, Inc.
c/o Boston Financing Investment Management, LP
101 Arch Street, 13th Floor
Boston, Massachusetts 02110
Attention: Asset Management
Facsimile: []

With a copy to: Holland & Knight LLP
10 St. James Avenue
Boston, Massachusetts 02116
Attention: James E. McDermott, Esq.
Facsimile: []

If to Bank : Citi Community Capital
390 Greenwich Street, 2nd Floor
New York, New York 10013
Attention: Desk Head, Transaction Management Group
Loan/Transaction/File #[_____]
Facsimile: (212) 723-8642

AND

Citi Community Capital
325 East Hillcrest Drive, Suite 160
Thousand Oaks, California 91360
Attention: Operations Manager/Asset Manager
Loan/Transaction/File #[_____]
Facsimile: (805) 557-0924

With a copy to: [Citi Community Capital
787 W. Fifth Street, 29th Floor
Los Angeles, California 90071
Attention: Don Munoz
Loan/Transaction/File #[_____]
Facsimile: (213) 624-3380]

With a copy to: Citi Community Capital
388 Greenwich Street, 17th Floor
New York, New York 10013
Attention: General Counsel's Office
Loan/Transaction/File #[_____]
Facsimile: (212) 723-8939

Any of such addresses may be changed at any time upon written notice of such change sent, as provided above in this Section 11.8, to the other party. Bank agrees to provide Collateral Agent with notice of any amendments to the Schedule of Deposits to Principal Reserve Escrow Fund.

Beneficiary Parties as Third Party Beneficiary. Each of the Beneficiary Parties shall be a third party beneficiary of this Agreement for all purposes.

Books and Records. The Collateral Agent agrees to maintain its books and records relevant to the amounts on deposit held by it in the Escrow Fund from time to time pursuant hereto in accordance with corporate trust industry practice and the terms and provisions hereof. The Collateral Agent agrees that each of the Borrower and the Bank may at any time upon reasonable advance request and during normal business hours examine or copy the books and records of the Escrow Fund and the Permitted Investments.

Instructions, Verification, Communications. (a) All instructions required under the Agreement shall be delivered to the Collateral Agent in writing, in English, in facsimile form and, if so requested by the Collateral Agent, an original, executed by an Authorized Person (as hereinafter defined) of each of the parties hereto or an entity acting on its behalf. The identity of such Authorized Persons, as well as their specimen signatures, title, telephone number and e-mail address, shall be delivered to the Collateral Agent in a list of authorized signers forms and shall remain in effect until the applicable party, or an entity acting on its behalf, notifies Collateral Agent of any change thereto (the person(s) so designated from time to time, the "Authorized Persons"). The Collateral Agent and the parties hereto agree that the above constitutes a commercially reasonable security procedure and further agree not to comply with any direction or instruction (other than those contained herein or delivered in accordance with the Agreement) from any party hereto. (b) In the event funds transfer instructions are given (other than in writing at the time of execution of this Agreement), whether in writing, by telecopier, .pdf, e-mail, or otherwise, such funds transfer instructions should contain a selected test word. Test Words must contain at least 8 alphanumeric characters, established at document execution. In addition or in lieu of text words, the Collateral Agent is authorized to seek confirmation of such instructions by telephone call back to the applicable person(s) specified to the Collateral Agent from time to time by an Authorized Person and the Collateral Agent may rely upon the confirmations of anyone purporting to be the person(s) so designated. To ensure the accuracy of the instructions it receives, the Collateral Agent may record such call backs. If the Collateral Agent is unable to verify the instruction, or is not satisfied in its sole discretion with the verification it receives, it will not execute the instruction until all issues have been resolved to its satisfaction. The persons and telephone numbers for call backs may be changed only in writing, signed by an Authorized Person, actually received and acknowledged by the Collateral Agent. The parties to the Agreement acknowledge that these security procedures for funds transfers are commercially reasonable. (c) To help the U.S. government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When an account is opened, the Collateral Agent will ask for information that will allow the Collateral Agent to identify relevant parties. The parties hereto hereby acknowledge such information disclosure requirements and agree to comply with all such information disclosure requests from time to time from the Collateral Agent. (d) Notwithstanding anything to the contrary herein, any and all email communications (both text and attachments) by or from the Collateral Agent that the Collateral Agent deems to contain confidential, proprietary, and/or sensitive information shall be encrypted. The recipient (the "Email Recipient") of the encrypted email communication will be required to complete a registration process. Instructions on how to register and/or retrieve an encrypted message will be included in the first secure email sent by the Collateral Agent to the Email Recipient. (e) The provisions of this Section 11.11(a)-(d) may be amended by the Collateral Agent unilaterally upon notice to the parties to this Agreement.

Dispute Resolution. In the event of any disagreement among any of the Interested Parties to the Agreement (the "Interested Parties"), or between any of them and any other person, resulting in adverse claims or demands being made with respect to the subject matter of the Agreement, or in the event that the Collateral Agent, in good faith, is in doubt as to any action it should take hereunder, the Collateral Agent may, at its option, refuse to comply with any claims or demands and refuse to take any other action hereunder, so long as such

disagreement continues or such doubt exists, and in any such event, the Collateral Agent shall not be liable in any way or to any person for its failure or refusal to act, and the Collateral Agent shall be entitled to continue to so refuse to act and refrain from acting until (i) the rights of all parties having or claiming an interest in the Escrow Funds shall have been fully and finally adjudicated by a court of competent jurisdiction, or all differences and doubts shall have been resolved by agreement among all of the Interested Parties, and (ii) the Collateral Agent shall, in the case of adjudication by a court of competent jurisdiction, have received a final order, judgment or decree by such court of competent jurisdiction, which order, judgment or decree is not subject to appeal, and in the case of resolution of differences and doubts by agreement, have received a notice in writing signed by an Authorized Person (as defined below) of each of the Interested Parties setting forth in detail the agreement. The Collateral Agent shall have the option, after 30 calendar days' notice to the Interested Parties of its intention to do so, to file an action in interpleader requiring the Interested Parties hereto to answer and litigate any claims and rights among themselves. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Collateral Agent in connection with such proceeding shall be paid by, and be the joint and several obligation of, the Interested Parties. The rights of the Collateral Agent under this Section 11.12 are cumulative of all other rights which it may have by law or otherwise.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles except to the extent that Federal laws may prevail.

Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the transactions contemplated hereby.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Facsimile signatures on counterparts of the Agreement shall be deemed original signatures with all rights accruing thereto except in respect to any Non-US entity, whereby originals are required.

Discretion. If any provision of this Agreement provides for the approval, consent, determination, exercise of discretion, designation, judgment or waiver of or by the Bank and if a standard for the Bank granting such approval, consent, determination, exercise of discretion, choice, designation, judgment or waiver is not otherwise stated (e.g., that such approval, consent, determination, exercise of discretion, choice, designation, judgment or waiver will be "reasonable"), then in each case such approval, consent, determination, exercise of discretion, choice, designation, judgment or waiver may be given by the Bank in its sole and absolute discretion.

[Remainder of page intentionally left blank.]

The Borrower, the Collateral Agent, the Authority and the Bank have caused this Agreement to be signed, on the date first written above, by their respective officers duly authorized.

COLLATERAL AGENT:

CITIBANK, N.A.

By: _____
Bryan D. Barker
Vice President

BANK:

CITIBANK, N.A.

By: _____
Bryan D. Barker
Vice President

BORROWER:

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: PC Moreno Valley Developers LLC,
a California limited liability company,
its administrative general partner

By: Palm Communities,
a California corporation,
its sole member/manager

By: _____
Todd A. Deutscher
Chief Operating Officer and Chief Financial Officer

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY,
as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley

By: _____
Name: _____
Title: _____

EXHIBIT A

ADDITIONAL DEFINITIONS

“Permitted Investments” shall mean the following:

1. Any evidence of indebtedness issued or guaranteed by the United States government.
2. Commercial paper rated A-1 by Standard & Poor's Corporation or P-1 by Moody's Investor Services, Inc., issued by a corporation organized under the laws of any State of the United States of America or of the District of Columbia.
3. Any certificate of deposit or acceptance, issued by Citibank, N.A., The Bank of New York or such other commercial banking institution which is a member of the Federal Reserve System and which has a combined capital and surplus and undivided profits of not less than \$1,000,000,000.
4. Any money market account administered by Citibank, N.A., the Bank of New York or such other commercial banking institution which is a member of the Federal Reserve System and which has a combined capital and surplus and undivided profits of not less than \$1,000,000,000 or approved in writing by the Borrower, the Authority and the Bank at the request of the Collateral Agent.
5. Any other investment approved in writing by the Borrower, the Authority and the Bank at the request of the Collateral Agent.

EXHIBIT B

FORM OF DISBURSEMENT REQUEST

To: Citibank, N.A., as Collateral Agent

Re: Cash Collateral and Security Agreement dated as of May 1, 2012 (“Cash Collateral Agreement”) by and among MV Rancho Dorado Limited Partnership, a California limited partnership (“Borrower”), the Housing Authority of the City of Moreno Valley (the “Authority”), Citibank, N.A. (the “Collateral Agent”), in its capacity as escrow agent, and Citibank, N.A. (“Bank”)

Pursuant to the provisions of Section 6 of the Cash Collateral Agreement, the Bank, Authority and the Borrower confirm their approval of the release of Escrow Funds in the amount of \$_____ and the Bank hereby directs the Escrow Agent to transfer and release such funds from the Escrow Funds to the following account:

Bank Name: [_____]
Bank ABA #: [_____]
Bank Account Name: [_____]
Bank Account #: [_____]

Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Cash Collateral Agreement.

Dated: _____, 20__

CITIBANK, N.A.

By: _____

Name: _____

Title: _____

MV RANCHO DORADO LIMITED

PARTNERSHIP,

a California limited partnership

Title: _____

By: _____

Name: _____

Title: _____

HOUSING AUTHORITY OF THE

CITY OF MORENO VALLEY

By: _____

Name: _____

EXHIBIT "B"

LEGAL DESCRIPTION OF HOUSING AUTHORITY SECURITY PROPERTY

[to come]

APN: _____

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