

**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**

**April 24, 2012**

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

**City Council Closed Session**

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

**City Council Study Sessions**

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

**City Council Meetings**

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

City Hall Council Chamber - 14177 Frederick Street

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

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

Richard A. Stewart, Mayor

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

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**April 24, 2012**

**CALL TO ORDER**

SPECIAL PRESENTATIONS

1. Recognition of the 2012 William H. Batey II Annual Reading Contest Winners
2. Proclamation Recognizing DMV/Donate Life California Month - April 2012
3. Proclamation Recognizing April is National Fair Housing Month
4. Employee of the Quarter Recognition - First Quarter 2012, Dorathy Haun, Lead Animal Care Technician, Finance & Administrative Services Department

**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 BOARD OF LIBRARY TRUSTEES**

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

**REGULAR MEETING - 6:30 PM  
APRIL 24, 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 Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

**PLEDGE OF ALLEGIANCE**

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

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

**Recommendation:**

Approve as submitted.

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

**Recommendation:**

Adopt Resolution No. 2012-23, approving the Check Register for the month of February, 2012 in the amount of \$10,299,738.78.

Resolution No. 2012-23

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

#### **A.4 ANNUAL STATEMENT OF INVESTMENT POLICY (Report of: Financial & Administrative Services Department)**

**Recommendation:**

The Finance Sub-committee of the City Council recommends that the City Council adopt the attached Annual Statement of Investment Policy.

#### **A.5 2011 ANNUAL REPORT OF THE PLANNING COMMISSION (Report of: Community & Economic Development Department)**

**Recommendation:**

1. RECEIVE AND FILE the 2011 Annual Report of the Planning Commission; and
2. AUTHORIZE transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

A.6 ALCOHOL BEVERAGE CONTROL (ABC) GRANT "GRANT ASSISTANCE PROGRAM" (Report of: Police Department)

**Recommendation:**

1. Approve the grant application and authorize acceptance (if awarded) from the California's Department of Alcohol Beverage Control (ABC) in the amount of \$73,355.00 for the ABC Grant Assistance Program.
2. Authorize the revenue and expense budgets in the ABC – Police Grant Fund (Fund 128) for the ABC Grant Assistance Program in the amount not to exceed \$73,355.00, respectively, upon approval and acceptance of the grant from the Department of Alcohol Beverage Control.

A.7 RATIFY THE AGREEMENT FOR REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRICAL FACILITIES WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR THE CACTUS AVENUE/NASON STREET IMPROVEMENT PROJECT - PROJECT NO. 12-12599520 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Ratify the Agreement for Replacement of Overhead with Underground Electrical Facilities with Southern California Edison (SCE) for the Cactus Avenue/Nason Street Improvement Project;
2. Authorize the City Manager to execute the future Joint Use Agreement with SCE, and any other Agreements with SCE not currently identified, subject to the approval of the City Attorney; and
3. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreements with SCE up to, but not exceeding, the existing purchase order contingency, subject to the approval of the City Attorney.

A.8 RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES (Report of: Fire Department)

**Recommendation:**

Adopt Resolution No. 2012-24 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the

Property Assessment List in this staff report for the abatement of nuisances.

Resolution No. 2012-24

A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs Against Real Property Located in the City of Moreno Valley, for Abatements of Public Nuisances and Direction that said Statements of Costs Constitute a Lien Upon Said Properties

- A.9 APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE "A" LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE "A" LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2013-2017 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Approve the City of Moreno Valley's Five-Year Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012/13 – FY 2016/17;
2. Authorize submittal of the RCTC Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012/13 – FY 2016/17; and
3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure "A" projects as part of the upcoming FY 2012/13 – FY 2016/17 budget approval process.

- A.10 APPROVE THE APPROPRIATION OF \$96,000 FOR GIBBS, GIDEN, LOCHER, TURNER & SENET, LLP FOR LEGAL SERVICES FOR THE SUNNYMEAD BOULEVARD PROJECT FROM FREDERICK STREET TO PERRIS BOULEVARD - PROJECT NO. 04-89280221 (Report of: Public Works/CPD)

**Recommendation: Successor Agency for the Redevelopment Agency:**

1. Authorize an appropriation of \$96,000 from Fund 792 fund balance (Successor Agency Capital Projects) to 792.79221.7200 Job Contractual for the Sunnymead Boulevard project from Frederick Street to Perris Boulevard;
2. Acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board approval;
3. Authorize the City Manager to sign a Purchase Order for Gibbs,

Giden, Locher, Turner & Senet, LLP in an amount of up to \$96,000 for legal services, subject to City Council approval of the appropriation; and

4. Authorize payment to Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to \$96,000 on this Purchase Order for legal services for the Sunnymeade Boulevard project.

A.11 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 4-17, 2012.

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

B.1 ORDINANCES - READING BY TITLE ONLY

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

B.2 MINUTES - REGULAR MEETING OF APRIL 10, 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 10, 2012 (Report of: City Clerk Department)

**Recommendation:**

Approve as submitted.

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

D.1 ORDINANCES - READING BY TITLE ONLY

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

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

**Recommendation:**  
Approve as submitted.

## **E. PUBLIC HEARINGS**

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

### **E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2012-13 (Report of: Financial & Administrative Services Department)**

**Recommendation: That the City Council:**

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year (FY) 2012-13; and
2. Adopt Resolution No. 2012-25, approving the Fee Schedule for FY 2012-13.

#### **Resolution No. 2012-25**

A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2012-13 and Repealing Prior Resolutions that may be in Conflict

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

## **G. REPORTS**

### **G.1 MID-YEAR BUDGET REVIEW AND APPROVAL OF THE AMENDMENTS TO THE OPERATING BUDGET FOR FISCAL YEARS 2011/12 AND 2012/13 (Report of: Financial & Administrative Services Department)**

**Recommendation: That the City Council:**

Adopt Resolution No. 2012-26, approving the Amendments to the Operating Budget for the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in Exhibits A-E to the Resolution, which includes the Position Control Roster; and

#### **Resolution No. 2012-26**

A Resolution of the City Council of the City of Moreno Valley, California Adopting the Amendments to the Operating Budget for Fiscal Years 2011/12-2012/13 Acting in its capacity as the President and Board of



Directors of the Moreno Valley Community Services District,

**Recommendation: That the CSD:**

Adopt Resolution No. CSD 2012-01, approving the Amendments to the Operating Budget for the Moreno Valley Community Services District for FY 2011/12 – 2012/13, pursuant to the appropriations presented in Exhibits A-E to the Resolution, which includes the Position Control Roster.

Resolution CSD No. 2012-01

A Resolution of the Moreno Valley Community Services District, Adopting the Amendments to the Operating Budget for Fiscal Years 2011/12 – 2012/13

G.2 DEVELOPMENT PARTNERS SELECTION FOR THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

1. Approve amended NSP Single-Family Residential Acquisition, Rehabilitation and Resale (SFR-ARR) Program Guidelines and Procedures Manual (Attachment A);
2. Approve amended NSP Multi-Family Residential Acquisition, Rehabilitation and Rental (MFR-ARR) Program Guidelines and Procedures Manual (Attachment B);
3. Authorize the City Manager to approve non-substantive changes to the NSP Program Guidelines;
4. Authorize the City Manager to execute Participation Agreements with recommended Development Partners (Attachments C-E); and
5. Authorize the City Manager to execute purchase agreements and Affordable Housing Agreements for the acquisition of foreclosed properties per the provisions of the Neighborhood Stabilization Program and Moreno Valley ARR Program Guidelines.

G.3 APPOINTMENTS TO THE RECREATIONAL TRAILS BOARD AND THE TRAFFIC SAFETY COMMISSION (Report of: City Clerk Department)

**Recommendation: That the City Council:**

1. After reviewing the ballot provided by the City Clerk:

Appoint one member to the Recreational Trails Board with a term expiring June 30, 2013; and

2. Appoint one member to the Traffic Safety Commission with a term expiring June 30, 2014; or
3. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

## **H. LEGISLATIVE ACTIONS**

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

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2.1 ORDINANCE NO. 844 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 3 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 3.12 - PURCHASING (RECEIVED FIRST READING AND INTRODUCTION ON APRIL 10, 2012) (Report of: Financial & Administrative Services)

**Recommendation: That the City Council:**

Adopt Ordinance No. 844, amending Title 3 of the City of Moreno Valley Municipal Code by repealing and reenacting Chapter 3.12, updating purchasing regulations.

Ordinance No. 844

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 3 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 3.12, Purchasing.

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 5

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

Number of Cases: 5

3 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia  
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia  
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia  
Employee Organization: Moreno Valley Confidential  
Management Employees

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

## **ADJOURNMENT**



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

**REGULAR MEETING – 6:30 PM**

**April 10, 2012**

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and Board of Library Trustees was called to order at 6:32 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street.

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Robin N. Hastings

**INVOCATION** - Pastor Diane Gardner - Beautiful Women of God, Diane Gardner Ministries

**ROLL CALL**

Council:

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

Absent:

Jesse L. Molina	Council Member
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Staff:

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

Robert Hansen  
Michelle Dawson  
Ahmad Ansari  
Barry Foster  
Cheryl Evans  
Silvio Lanzas  
Tony Heatherman

City Attorney  
Assistant City Manager  
Public Works Director  
Community and Economic Development Director  
Lieutenant - Administration  
Battalion Chief  
Parks Projects Coordinator

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

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Chris Baca (A10 - oppose) and Jose Chavez (A10 - oppose).

**A. CONSENT CALENDAR-CITY COUNCIL**

A.1 ORDINANCES - READING BY TITLE ONLY

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

A.2 MINUTES - REGULAR MEETING OF MARCH 27, 2012 (Report of: City Clerk Department)

A.3 AUTHORIZE CHANGE ORDER TO INCREASE PURCHASE ORDER WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD) FOR THE SR-60/NASON INTERCHANGE PROJECT- PROJECT NO. 98-25897 (Report of: Public Works Department/CPD)

**Recommendation:**

Authorize a Change Order to increase Purchase Order No. 37223 with Eastern Municipal Water District (EMWD) by \$70,000 for the SR-60/Nason Street Interchange Improvements Project (Account No. 125.89720).

A.4 APPROVAL OF THE 2012/2013 FISCAL YEAR STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152 (Report of: Community & Economic Development Department)

**Recommendation:**

1. Approve the County Service Area (CSA) 152 Budget for FY 2012/2013 in the amount of \$548,506; and
2. Authorize the levy of CSA 152 Assessment at \$8.15 per Benefit Assessment Unit (BAU) for FY 2012/2013.

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A.5 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL DESIGN CONSULTANT SERVICES TO RBF CONSULTING FOR THE ALESSANDRO BOULEVARD MEDIAN FROM INDIAN STREET TO PERRIS BOULEVARD - PROJECT NO. 13-12566851 HSIPL-5441(050) (Report of: Public Works Department/CPD)

**Recommendation:**

1. Approve the Agreement for Professional Design Services with RBF Consulting, for the Alessandro Boulevard Median from Indian Street to Perris Boulevard project;
2. Authorize the City Manager to execute the Agreement for Professional Design Services with RBF Consulting;
3. Authorize the issuance of a Purchase Order to RBF Consulting in the amount of \$137,027.00 when the Agreement has been signed by all parties; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Agreement with RBF Consulting, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT TO RASMUSSEN BROTHERS CONSTRUCTION, INC. FOR THE MORENO VALLEY POLICE DEPARTMENT TRAFFIC DIVISION OFFICE RENOVATION - PROJECT NO. 11-50182328 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Award the construction contract to Rasmussen Brothers Construction, Inc. (RBC), 40441 Gavilan Mountain Road, Fallbrook, CA 92028, the lowest responsible bidder, for the Moreno Valley Police Department Traffic Division Office Renovation;
2. Authorize the City Manager to execute a contract with RBC;
3. Authorize the issuance of a Purchase Order to RBC in the amount of \$166,672 (\$138,892 base bid amount plus 20% contingency) when the contract has been signed by all parties;
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with RBC, up to but not to exceed the Purchase Order contingency of \$27,780; and

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5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to RBC, if no claims are filed against the project.

A.7 AGREEMENT FOR REIMBURSEMENT OF TRANSPORTATION UNIFORM MITIGATION FEE FUNDS BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MORENO VALLEY 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. Accept and approve the Agreement for the reimbursement of Transportation Uniform Mitigation Fee (TUMF) funds between Riverside County Transportation Commission (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;
2. Authorize the City Manager to execute the Agreement between RCTC and the City of Moreno Valley;
3. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the TUMF Agreement between RCTC and the City of Moreno Valley for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project, subject to the approval of the City Attorney;
4. Reappropriate \$262,000 from Account No. 415.70225 (Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue) to Account No. 415.70125 (Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue); and
5. Authorize the revenue and expense budgets in the TUMF Capital Projects Fund (Fund 415) for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue project in the amounts of \$5,110,000, respectively, upon approval of the agreement for the reimbursement of TUMF funds between RCTC and the City of Moreno Valley.

A.8 AUTHORIZE THE FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH PARSONS TRANSPORTATION GROUP FOR SR-60/MORENO BEACH DRIVE PHASE 1 AND NASON STREET OVERCROSSING IMPROVEMENTS --

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PROJECT NO. 07-41570024 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Approve the Fifth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701 to finalize all design and right-of-way documentation for Caltrans approval for the SR-60/Moreno Beach Drive Interchange Phase 1 and SR-60/Nason Overcrossing projects;
2. Authorize the City Manager to execute the Fifth Amendment to Agreement for Professional Consultant Services with Parsons;
3. Acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board approval; and
4. Authorize Change Orders to increase Purchase Order Numbers 42265 and 42275 with Parsons Transportation Group totaling \$680,000 to be funded from Account Numbers 797.79718 (\$430,000) and 797.79731 (\$250,000) when the Fifth Amendment has been signed by all parties.

A.9 APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF REAL PROPERTY FOR PARTIAL ACQUISITION OF APN 297-170-077 FOR THE FIRE STATION NO. 65 PROJECT – PROJECT NO. 11-43472526 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Approve the "Agreement for Conveyance of Property" for partial acquisition of APN 297-170-077 for the Fire Station No. 65 project;
2. Authorize a Purchase Order in the amount of \$419,000 (\$412,650 for the purchase price plus \$6,350 for escrow fees) when the Agreement has been signed by all parties (Account No. 434.72526); and
3. Authorize the City Manager to execute said Agreement and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.

A.10 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) "SOBRIETY CHECKPOINT GRANT PROGRAM" (Report of: Police Department)

**Recommendation:**

1. Approve the grant application and authorize acceptance (if granted) of the California Office of Traffic Safety (OTS) "Sobriety Checkpoint Grant Program" in the amount of \$150,400 for the period beginning

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October 1, 2012 and ending September 30, 2013; and

2. Authorize the revenue and expense budgets in the Office of Traffic Safety – Police Fund (Fund 136) for the Sobriety Checkpoint Grant Program in the amounts of \$150,400, respectively, upon approval and acceptance of the grant from OTS.

A.11 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) “GME STEP PROGRAM” (Report of: Police Department)

**Recommendation:**

1. Approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety (OTS) grant in the amount of \$129,870, entitled “GME STEP Program (Selective Traffic Enforcement Program)”; and
2. Authorize the revenue and expense budgets in the Office of Traffic Safety – Police Fund (Fund 136) for the GME STEP Program (Selective Traffic Enforcement Program) in the amounts of \$129,870, respectively, upon approval and acceptance of the grant from OTS.

A.12 APPROVAL OF THREE-YEAR ENTERPRISE LICENSING AGREEMENT OF MICROSOFT LICENSES THROUGH COMPUCOM SYSTEMS, INC., UTILIZING THE COUNTY OF RIVERSIDE'S MICROSOFT ENTERPRISE MASTER AGREEMENT (Report of: Financial & Administrative Services Department)

**Recommendation:**

1. Waive formal bidding per Municipal Code Section 3.12.260 (Cooperative Purchasing);
2. Approve a three-year enterprise licensing agreement of Microsoft licenses through CompuCom Systems, Inc., utilizing the County of Riverside’s Microsoft Enterprise Licensing Master Agreement;
3. Authorize the City Manager to execute the Microsoft Enterprise Master Agreement and any related documents required to effectuate participation in the Microsoft Enterprise Master Agreement; and
4. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to CompuCom systems to maintain the current licensing level at an annual cost not-to-exceed \$115,000.

A.13 "IT'S UP TO US": A PEDESTRIAN SAFETY PUBLIC EDUCATION CAMPAIGN MINI-GRANT (Report of: Police Department)

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**Recommendation:**

1. Approve the grant application and authorize acceptance (if awarded) of the Department of Public Health (CDPH), Safe and Active Communities Branch (SACB) grant in the amount not to exceed \$4,999.99, entitled "It's Up to Us": A Pedestrian Safety Public Education Campaign Mini Grant; and
2. Authorize the revenue and expense budgets in the Department of Public Health – Police Fund (Fund 136) for the "It's Up to Us": A Pedestrian Safety Public Education Campaign Mini Grant in the amount not to exceed \$4,999.99, respectively, upon approval and acceptance of the grant from CDPH.

A.14 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 March 21 – April 3, 2012.

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

B.1 ORDINANCES - READING BY TITLE ONLY

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

B.2 MINUTES - REGULAR MEETING OF MARCH 27, 2012 (Report of: City Clerk Department)

B.3 EXTENSION OF CONTRACT - APPROVE THIRD AMENDMENT TO AGREEMENT FOR CONTRACT MOWING OF PARKS AND EASEMENTS OF COMMUNITY SERVICES DISTRICT ZONE A AND COMMUNITY FACILITIES DISTRICT #1 TO DLS LANDSCAPE, INC. (Report of: Parks and Community Services Department)

**Recommendation:**

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

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3. Authorize the Purchasing and Facilities Division Manager to issue open purchase orders to DLS Landscape, Inc., in the amounts of:
  - a. ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED SIXTY AND NO/100 DOLLARS (\$122,760.00) for CSD Zone A for twelve months; and
  - b. TWENTY-FIVE THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS (\$25,920.00) for CFD #1 for twelve months.

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

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

C.2 MINUTES - REGULAR MEETING OF MARCH 27, 2012 (Report of: City Clerk Department)

#### **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 MARCH 27, 2012 (Report of: City Clerk Department)

**Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Marcelo Co  
Passed by a vote of 4-0-1, Council Member Jesse L. Molina absent**

#### **E. PUBLIC HEARINGS**

E.1 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 296-280-018 BALLOTING FOR NPDES (Report of: Public Works Department)

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

**Recommendation: That the City Council:**

1. After conducting the Public Hearing and accepting public testimony:

Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballot for Assessor Parcel Number (APN) 296-280-018;

**Motion to Approve by m/Vice-President William H. Batey II, s/Board**

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**Member Robin N. Hastings**

**Approved by a vote of 4-0-1, Board Member Jesse L. Molina absent.**

2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;
3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and
4. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APN 296-280-018.

**Motion to Approve by m/Vice-President William H. Batey II, s/Board Member Robin N. Hastings**

**Approved by a vote of 4-0-1, Board Member Jesse L. Molina absent.**

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR APN 296-280-018 BALLOTING FOR CSD ZONE M (Report of: Public Works Department)

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

**Recommendation: That the CSD:**

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

Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for APN 296-280-018;

**Motion to Approve by m/Vice-President William H. Batey II, s/Board Member Robin N. Hastings**

**Approved by a vote of 4-0-1, Board Member Jesse L. Molina absent.**

2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;
3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and
4. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APN 296-280-018.

**Motion to Approve by m/Vice-President William H. Batey II, s/Board**

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**Member Robin N. Hastings**

**Approved by a vote of 4-0-1, Board Member Jesse L. Molina absent.**

- E.3 PUBLIC HEARING TO ADOPT FY 2011-12 ANNUAL ACTION PLAN, SUBSTANTIAL AMENDMENT NO. 3, THE COMMUNITY DEVELOPMENT BLOCK GRANT - RECOVERY PROGRAM (Report of: Community & Economic Development Department)

Mayor Richard A. Stewart opened the public testimony portion of the public hearing, which was received from Pam Patterson and Tom Jerele, Sr.

**Recommendation: That the City Council:**

1. Conduct a Public Hearing to allow public comment on the proposed FY 2011-12 Annual Action Plan Substantial Amendment No. 3, the Community Development Block Grant - Recovery Program (CDBG-R);
2. Review and adopt the proposed FY 2011-12 Annual Action Plan Substantial Amendment No. 3, the Community Development Block Grant - Recovery Program; and
3. Authorize the budget re-appropriation of \$107,841 from account 199.19910.6849.002 (CDBG-R Eco Green Incentive) and \$840 from account 199.19910.6849.003 (CDBG-R Employment Creation Manufacturing) to (new) ADA Park Improvements Project # 199.19910.6849.xxx.

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

**Member Robin N. Hastings**

**Approved by a vote of 4-0-1, Council Member Jesse L. Molina absent.**

- E.4 PUBLIC HEARING TO ADOPT FY 2011-12 ANNUAL ACTION PLAN, SUBSTANTIAL AMENDMENT NO. 2, THE HOMELESSNESS PREVENTION AND RAPID REHOUSING PROGRAM (Report of: Community & Economic Development Department)

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

**Recommendation: That the City Council:**

1. Conduct a Public Hearing to allow the public an opportunity to comment on the proposed 2011-12 Annual Action Plan Substantial Amendment No. 2;
2. Adopt the proposed Substantial Amendment No. 2; and

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3. Authorize revenue and expense budget appropriations of \$36,228 to accounts 198.1980.4610.1 and 198.19810.6847.003 (HPRP-Rental Assistance) respectively

**Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings**  
**Approved by a vote of 4-0-1, Council Member Jesse L. Molina absent.**

## **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 Council Member Council Member Robin N. Hastings on the Western Riverside Council of Governments (WRCOG)

Attended the Advancing Choices Expo and received the Proud Member of the Western Riverside County Clean Cities Coalition 2011-2012 for the City of Moreno Valley. The speakers talked about the different alternative fuel vehicles that are coming forward.

Attended the Southern California Association of Government's General Assembly. WRCOG and the AB 811 HERO Program received the Compass Blue Print President's Award for Excellence. There were questions about the HERO program. Hopefully in June or July WRCOG will do an update. The word needs to be gotten out on what the program is, what the options are and the list of available energy efficiency programs. On the residential side, this is the largest program of its kind in the nation. It's \$325M. There are 146 contractors working for the program. Moreno Valley has 18 applicants, 12 have been approved, 11 are in the process of receiving over \$250,000 worth of work done, and only three have been denied. The approval rating for Moreno Valley applicants is 67 percent vs. the rest of the county, which is 59 percent. Many applications have been approved for solar, but there is also the opportunity to do HVAC systems, double paned windows, and a variety of other choices are available. There was a question about interest rates. This is not a loan. This is an assessment on the property, and the assessment stays with the property. If a home is sold, it is not paid off. It stays with the home. Every payment made goes back into the program. It is self funding.

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

Mayor Richard A. Stewart opened the agenda item for public comments;

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there being none, public comments were closed.

G.3 INSTALLATION OF SYNTHETIC TURF AT MARCH FIELD PARK (Report of: Parks and Community Services Department)

Mayor and President Richard A. Stewart opened the agenda item for public comments, which were received from Pete Bleckert - oppose, Chris Baca - oppose, George Brummer - support, and Greg Reed - support.

**Recommendation: That the City Council and CSD:**

1. Award to Field Turf USA, Inc. 8088 Mountview Road, Montreal, Quebec, CN for material and labor to install synthetic turf at March Field Park;
2. Authorize the issuance of a Purchase Order to Field Turf USA, Inc., in the amount of \$196,667.00 (\$178,788.50 for the bid amount plus 10% contingency) when the contract has been signed by all parties;
3. Authorize the Parks and Community Services Director to execute any subsequent change orders to the contract with Field Turf USA, Inc., up to but not to exceed the Purchase Order contingency of \$17,878.50 subject to the approval of the City Attorney; and
4. Authorize the Parks and Community Services Director to accept the improvements into the CSD's maintained system upon acceptance of the improvements as complete.

**Motion to Approve by m/Mayor Pro Tem and Vice-President William H. Batey II, s/Council Member and Board Member Robin N. Hastings Approved by a vote of 4-0-1, Council Member and Board Member Jesse L. Molina absent.**

G.4 INTRODUCTION OF ORDINANCE AMENDING CHAPTER 3.12 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE CITY'S PURCHASING REGULATIONS (Report of: Financial & Administrative Services)

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

**Recommendation: That the City Council:**

Approve the introduction of Ordinance No. 844, amending Title 3 of the City of Moreno Valley Municipal Code by repealing and reenacting Chapter 3.12, updating purchasing regulations.

Ordinance No. 844

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An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 3 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 3.12, Purchasing.

**Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings**  
**Approved by a vote of 4-0-1, Council Member Jesse L. Molina absent.**

- G.5 RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE SECOND RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2012 TO DECEMBER 31, 2012 (Report of: Community & Economic Development Department)

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

**Recommendation: That the City Council:**

1. Serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley:

Adopt Resolution No. 2012-22 approving a Second Recognized Obligation Payment Schedule, for the period of July 1, 2012 to December 31, 2012;

Resolution No. 2012-22

A Resolution of the City Council of the City of Moreno Valley Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving Second Recognized Obligation Payment Schedule and Authorizing the Executive Director or his Designee to Make Modifications Thereto

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

**Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings**  
**Approved by a vote of 4-0-1, Council Member Jesse L. Molina absent.**

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

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None

## H. LEGISLATIVE ACTIONS

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

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2 .1 ORDINANCE NO. 841 - AN ORDINANCE OF THE CITY OF MORENO VALLEY ESTABLISHING AN UNDERGROUND UTILITY DISTRICT ALONG NASON STREET FROM CACTUS AVENUE TO FIR AVENUE (RECEIVED FIRST READING AND INTRODUCTION ON MARCH 27, 2012 ON A 4-0-1 VOTE, CO ABSENT) (Report of: Public Works Department/CPD)

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

**Recommendation: That the City Council:**

Adopt Ordinance No. 841.

Ordinance No. 841

An Ordinance of the City of Moreno Valley Establishing an Underground Utility District Along Nason Street from Cactus Avenue to Fir Avenue

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

**Approved by a vote of 4-0-1, Council Member Jesse L. Molina absent.**

- H.2 .2 ORDINANCE NO. 842 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION P10-050 FOR A SPECIFIC PLAN AMENDMENT TO REPEAL THE CACTUS CORRIDOR SPECIFIC PLAN (SP214) (RECEIVED FIRST READING AND INTRODUCTION ON MARCH 27, 2012 ON A 4-0-1 VOTE, CO ABSENT) (Report of: Community & Economic Development Department)

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

**Recommendation: That the City Council:**

ADOPT Ordinance No. 842;

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Ordinance No. 842

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Application P10-050 for a Specific Plan Amendment to Repeal the Cactus Corridor Specific Plan (SP214)

**Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings**  
**Approved by a vote of 4-0-1, Council Member Jesse L. Molina absent.**

- H.2 .3 ORDINANCE NO. 843 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A ZONE CHANGE (PA10-0027) TO ESTABLISH CITY LAND USE DESIGNATIONS FOR THE PROPERTIES WITHIN SP214 (RECEIVED FIRST READING AND INTRODUCTION ON MARCH 27, 2012 ON A 4-0-1 VOTE, CO ABSENT) (Report of: Community & Economic Development Department)

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

**Recommendation: That the City Council:**

ADOPT Ordinance No. 843.

Ordinance No. 843

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Zone Change (PA10-0027) to Establish City Land Use Designations for the Properties Within SP214

**Motion to Approve by m/Mayor Pro Tem William H. Batey II, s/Council Member Robin N. Hastings**  
**Approved by a vote of 4-0-1, Council Member Jesse L. Molina absent.**

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

Raul Wilson

1. Project on the East end

Jose Chavez

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1. ADA
2. Discrimination

Tom Jerele, Jr.

1. Recognition of EMWD and Rancho Verde High School Football Players
2. Fast Track on Major Projects
3. Building Codes and Inspections

Pete Bleckert

1. Trees
2. Businesses
3. The Way the City is Run

**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. No one should be attacked at Council meetings, and arguing and fighting will not resolve the problems. More will be accomplished with cooperation.
2. March is one of the fields that can help kids practice. This is cheaper than putting new parks somewhere else, and it was given to Moreno Valley.
3. It is difficult to get people to move to Moreno Valley. Your help is needed.
4. For those that come to the Council meetings on a regular basis, you are applauded. This not a forum to argue. It should be a forum to work together.

Mayor Pro Tem William H. Batey II

1. The CEQUA projects need to be streamlined. There is no reason for projects to take anywhere from 18 months to three years to get through the environmental process. Jobs need to be created. State officials need to be lobbied to make the changes they applied in Los Angeles to apply to all projects in Moreno Valley no matter the size

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or dollar amount.

Mayor Richard A. Stewart

1. Very passionate about sports fields. It was a rough time defending the city's efforts to provide sports fields. There are thousands of people involved in youth sports. The effort was made a number of years ago to get the March Field land with the dream of making a huge soccer complex. Because of 911 the City was unable to pursue the complex, and the City had spent \$50,000 designing it. It was a hard fight to get lights at Shadow Mountain Park.
2. It is amazing there is opposition to a project that has barely started. People are opposed to how many jobs there are and the kinds of jobs there are. Moreno Valley needs jobs. If there is a chance to produce jobs and revenue to keep Moreno Valley's police force, Fire and Public Works going, then the jobs should be brought here as long as it's done properly. It's a very complicated CEQUA process, and no one can take a shortcut.
3. School Board Member Rios was arrested again. The Press Enterprise's editorial calling him to resign from office is appropriate so he can concentrate on his defense and not take away from the children of this community. If Mr. Rios is exonerated from the charges, he can run for any position he wants. Now is not the time for him to try to hold that seat when the community is focusing on the negative and not the positive. Mr. Rios is innocent until proven guilty.

There being no further business to conduct, the meeting was adjourned at 8:37 p.m. by unanimous informal consent.

**CLOSED SESSION**

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

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

There is a three-minute time limit per person. Please complete and submit a BLUE

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speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

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

- a) Case: *Ramirez V. City of Moreno Valley*  
Court: Riverside Superior Court  
Case No: RIC 1106011

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 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

- a) Property: SR60/Moreno Beach Drive Interchange Project (Phase 2)  
City Negotiator: Public Works Director Ahmad Ansari  
Under Negotiation: Price and terms of payment  
Owner: Julie Yu Chu (488-270-022 and 488-270-023)  
Owners Negotiator:  
APN 473-160-007, 473-160-008, 473-160-009, 488-270-022 and 488-270-023

- b) Property: Ironwood Avenue Street Improvement from Heacock Street to Perris Boulevard  
City Negotiator: Public Works Director Ahmad Ansari  
Under Negotiation: Price and terms of payment  
Owner: City of Moreno Valley  
Owners Negotiator:  
APN 475-272-054

5 SECTION 54957.6 - LABOR NEGOTIATIONS

- a) Agency Representative: City Manager Henry T. Garcia

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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.

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 8:45 p.m. by unanimous informal consent.

Submitted by:

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City Clerk Jane Halstead, City Clerk, CMC  
Secretary, Moreno Valley Community Services District  
Secretary, City as Successor Agency for the Community Redevelopment Agency of  
the City of Moreno Valley  
Secretary, Moreno Valley Housing Authority  
Secretary, Board of Library Trustees

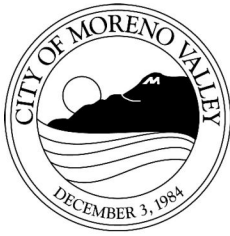
Approved by:

---

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

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

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** April 24, 2012

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

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### **RECOMMENDED ACTION**

Staff recommends that the City Council adopt Resolution No. 2012-23, approving the Check Register for the month of February, 2012 in the amount of \$10,299,738.78.

### **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. 2012-23  
Check Register for Month of February, 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. 2012-23

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

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period February 1, 2012 through February 29, 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 February 1, 2012 through February 29, 2012, in the total amount of \$10,299,738.78 is approved.

APPROVED AND ADOPTED this 24th day of April, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. 2012-23  
Date Adopted: April 24, 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. 2012-23 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 24th day of April, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

CITY CLERK

Resolution No. 2012-23  
Date Adopted: April 24, 2012



# City of Moreno Valley

## Check Register

For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHECKS IN THE AMOUNT OF \$25,000 OR GREATER</b>				
<b>ALL AMERICAN ASPHALT, INC.</b>				
			<u>Remit to:</u> <b>CORONA</b>	<b>CA</b>
2/21/2012	211368	750,612.21		
			SR-60/NASON ST INTRCHNG PROJ	493,333.51
			SR-60/NASON ST INTRCHNG PROJ	63,916.60
			SR-60/NASON ST INTRCHNG PROJ	171,183.47
			SR-60/NASON ST INTRCHNG PROJ	22,178.63
	<b>Vendor Total</b>	<b>750,612.21</b>		
<b>FYTD for ALL AMERICAN ASPHALT, INC.</b>		<b>4,842,226.27</b>		
<b>COUNTY OF RIVERSIDE AUDITOR</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
2/6/2012	211189	62,269.71		
			AB544 TRANS-PARKING CNTRL FEES	21,876.38
			AB544 TRANS-PARKING CNTRL FEES	1,032.00
			AB544 TRANS-PARKING CNTRL FEES	19,549.87
			AB544 TRANS-PARKING CNTRL FEES	960.00
			AB544 TRANS-PARKING CNTRL FEES	17,805.46
			AB544 TRANS-PARKING CNTRL FEES	1,046.00
	<b>Vendor Total</b>	<b>62,269.71</b>		
<b>FYTD for COUNTY OF RIVERSIDE AUDITOR</b>		<b>208,254.35</b>		
<b>DATA TICKET, INC.</b>				
			<u>Remit to:</u> <b>NEWPORT BEACH</b>	<b>CA</b>
2/6/2012	884472	38,508.11		
			THIRD PARTY COLLECTION FEES	823.20
			THIRD PARTY COLLECTION FEES	506.10
			THIRD PARTY COLLECTION FEES	296.70
			CITATION PROCESSING SVCS-CODE	12,634.93
			CITATION PROCESSING SVCS-CODE	10,017.77
			PRINTING SUPPLIES-TICKET STOCK	3,414.75
			CITATION PROCESSING SVCS-CODE	10,814.66
	<b>Vendor Total</b>	<b>38,508.11</b>		
<b>FYTD for DATA TICKET, INC.</b>		<b>179,514.25</b>		
<b>DMC DESIGN GROUP, INC</b>				
			<u>Remit to:</u> <b>CORONA</b>	<b>CA</b>
2/27/2012	211456	38,729.73		
			STORM DRAIN/ST. IMPRV-TOWNSITE	25,043.73
			STORM DRAIN/ST. IMPRV-TOWNSITE	13,686.00
	<b>Vendor Total</b>	<b>38,729.73</b>		
<b>FYTD for DMC DESIGN GROUP, INC</b>		<b>224,733.64</b>		



# City of Moreno Valley

## Check Register

For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>EASTERN MUNICIPAL WATER DISTRICT</b>			<u>Remit to:</u> <b>PERRIS</b>	<b>CA</b>
2/21/2012	211386	36,704.19		
			WATER CHARGES	915.99
			WATER CHARGES	220.67
			WATER CHARGES	676.00
			WATER CHARGES	1,695.00
			WATER CHARGES	38.40
			WATER CHARGES	684.36
			WATER CHARGES	1,881.40
			WATER CHARGES	104.05
			WATER CHARGES	6,420.15
			WATER CHARGES	1,006.44
			WATER CHARGES	4,583.53
			WATER CHARGES	1,747.93
			WATER CHARGES	2,534.74
			WATER CHARGES	3,870.28
			WATER CHARGES	2,349.06
			WATER CHARGES	227.49
			WATER CHARGES	37.72
			WATER CHARGES	702.08
			WATER CHARGES	1,358.26
			WATER CHARGES	607.25
			WATER CHARGES	429.91
			WATER CHARGES	284.71
			WATER CHARGES	1,028.47
			WATER CHARGES	244.45
			WATER CHARGES	305.22
			WATER CHARGES	288.39
			WATER CHARGES	65.97
			WATER CHARGES	209.53
			WATER CHARGES	223.18
			WATER CHARGES	1,006.76
			WATER CHARGES	956.80
<b>Vendor Total</b>		<b>36,704.19</b>		
<b>FYTD for EASTERN MUNICIPAL WATER DISTRICT</b>		<b>1,020,693.69</b>		
<b>ECONOMIC DEVELOPMENT AGENCY</b>			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
2/21/2012	211387	33,275.00		
			LIBRARY AUTOMATION SERVICES	33,275.00
<b>Vendor Total</b>		<b>33,275.00</b>		
<b>FYTD for ECONOMIC DEVELOPMENT AGENCY</b>		<b>33,275.00</b>		





# City of Moreno Valley

## Check Register

For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>EMPLOYMENT DEVELOPMENT DEPARTMENT</b>				
			Remit to: <b>WEST SACRAMENTO CA</b>	
2/27/2012	211459	129,628.31	UNEMPLOYMENT INS CLAIMS	129,628.31
2/10/2012	3025	32,201.78	STATE INCOME TAX W/H 2/10/12	32,201.78
2/24/2012	3033	39,061.04	STATE INCOME TAX W/H 2/24/12	39,061.04
<b>Vendor Total</b>		<b>200,891.13</b>		

<b>FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT</b>	<b>907,746.71</b>
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<b>ENCO UTILITY SERVICES MORENO VALLEY LLC</b>				
			Remit to: <b>ANAHEIM CA</b>	
2/13/2012	884563	217,917.42	DISTRIBUTION CHARGES	196,867.52
			SPECIAL CHARGES & TEMPORARY	9,825.00
			BAD DEBT - DEDUCTION	-1,757.09
			ON-LINE UTILITY SERVICES	200.55
			ELECTRIC METER CHARGES	508.00
			DEC-11 SVCS-RANCHO DORADO	330.77
			WORK AUTHORIZATION # 40-243A	1,991.35
			WORK AUTHORIZATION # 40-250B	5,977.10
			WORK AUTHORIZATION # 40-249B	124.86
			WORK AUTHORIZATION # 40-251B	633.81
			WORK AUTHORIZATION # 40-262	3,215.55
2/21/2012	884604	179,488.31	DISTRIBUTION CHARGES	170,629.36
			SPECIAL CHARGES & TEMPORARY	11,211.56
			BAD DEBT - DEDUCTION	-2,566.66
			ON-LINE UTILITY SERVICES	214.05
<b>Vendor Total</b>		<b>397,405.73</b>		

<b>FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC</b>	<b>1,887,803.08</b>
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<b>FAIRVIEW FORD SALES, INC.</b>				
			Remit to: <b>SAN BERNARDINO CA</b>	
2/27/2012	211462	46,416.96	2012 FORD F550 4X4	42,671.00
			CA SALES TAX	3,733.71
			CALIF. TIRE FEE (NON TAX)	12.25
<b>Vendor Total</b>		<b>46,416.96</b>		

<b>FYTD for FAIRVIEW FORD SALES, INC.</b>	<b>46,416.96</b>
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<b>FAMILY SERVICE ASSOCIATION</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
2/13/2012	211290	26,161.20	AFTER SCHOOL PROG SNACKS-CACFP	26,161.20
<b>Vendor Total</b>		<b>26,161.20</b>		

<b>FYTD for FAMILY SERVICE ASSOCIATION</b>	<b>186,751.44</b>
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# City of Moreno Valley

## Check Register

For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>HASHEM, AYMAN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/27/2012	211475	26,818.40	SOLAR INCENTIVE REBATE	26,818.40
<b>Vendor Total</b>		<b>26,818.40</b>		
<b>FYTD for HASHEM, AYMAN</b>		<b>26,818.40</b>		
<b>INTERNAL REVENUE SERVICE</b>				
			<u>Remit to:</u>	
2/10/2012	3024	125,106.91	FED INCOME TAX W/H 2/10/12	125,106.91
2/24/2012	3032	157,879.96	FED INCOME TAX W/H 2/24/12	157,879.96
<b>Vendor Total</b>		<b>282,986.87</b>		
<b>FYTD for INTERNAL REVENUE SERVICE</b>		<b>2,325,877.41</b>		
<b>JACK GOSCH FORD, INC.</b>				
			<u>Remit to:</u> <b>HEMET</b> <b>CA</b>	
2/6/2012	211208	48,725.76	2011 FORD F-SERIES F250	23,264.00
			CTEC ANIMAL COLLECTION BODY	20,549.00
			CAMERA OPTION	1,400.00
			CALIF. SALES TAX	3,504.01
			CALIF. TIRE FEE	8.75
<b>Vendor Total</b>		<b>48,725.76</b>		
<b>FYTD for JACK GOSCH FORD, INC.</b>		<b>48,725.76</b>		
<b>JFL ELECTRIC, INC.</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b> <b>CA</b>	
2/6/2012	211209	95,259.18	LASSELLE/MARGARET AVE TRAF SIG	95,259.18
<b>Vendor Total</b>		<b>95,259.18</b>		
<b>FYTD for JFL ELECTRIC, INC.</b>		<b>95,319.18</b>		
<b>LAWYERS TITLE COMPANY</b>				
			<u>Remit to:</u> <b>NEWPORT BEACH</b> <b>CA</b>	
2/28/2012	120205	82,636.09	ESCROW-ROW ACQ.-APN488-330-019	2,371.09
			ESCROW-ROW ACQ.-APN488-330-019	80,265.00
2/28/2012	1202061	281,980.03	ESCROW-LAND ACQ-REDLANDS F.S.	1,196.00
			ESCROW-LAND ACQ-REDLANDS F.S.	4,784.03
			ESCROW-LAND ACQ-REDLANDS F.S.	55,200.00
			ESCROW-LAND ACQ-REDLANDS F.S.	220,800.00
<b>Vendor Total</b>		<b>364,616.12</b>		
<b>FYTD for LAWYERS TITLE COMPANY</b>		<b>530,524.12</b>		



# City of Moreno Valley

## Check Register

For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>LEAGUE OF CALIFORNIA CITIES</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b>	<b>CA</b>
2/6/2012	211213	31,636.00		
			2012 MEMBERSHIP DUES	31,636.00
<b>Vendor Total</b>		<b>31,636.00</b>		
<b>FYTD for LEAGUE OF CALIFORNIA CITIES</b>		<b>31,636.00</b>		
<b>MORENO VALLEY UTILITY</b>				
			<u>Remit to:</u> <b>HEMET</b>	<b>CA</b>
2/21/2012	211402	47,986.15		
			ELECTRICITY	137.48
			ELECTRICITY	791.77
			ELECTRICITY	331.69
			ELECTRICITY	1,774.45
			ELECTRICITY	7,444.92
			ELECTRICITY	10,077.70
			ELECTRICITY	2,302.01
			ELECTRICITY	3,733.93
			ELECTRICITY	657.58
			ELECTRICITY	134.17
			ELECTRICITY	11,641.13
			ELECTRICITY	6,931.74
			ELECTRICITY	200.12
			ELECTRICITY	132.39
			ELECTRICITY	85.04
			ELECTRICITY	63.91
			ELECTRICITY	64.18
			ELECTRICITY	142.84
			ELECTRICITY	76.21
			ELECTRICITY	1,262.89
<b>Vendor Total</b>		<b>47,986.15</b>		
<b>FYTD for MORENO VALLEY UTILITY</b>		<b>537,546.94</b>		
<b>NATIONWIDE RETIREMENT SOLUTIONS</b>				
			<u>Remit to:</u> <b>COLUMBUS</b>	<b>OH</b>
2/10/2012	3021	25,226.15		
			DEF COMP 457 & 401(A)	25,226.15
2/24/2012	3029	25,500.85		
			DEF COMP 457 & 401(A) 2/24/12	25,500.85
<b>Vendor Total</b>		<b>50,727.00</b>		
<b>FYTD for NATIONWIDE RETIREMENT SOLUTIONS</b>		<b>519,163.18</b>		
<b>NOBLE AMERICAS ENERGY SOLUTIONS</b>				
			<u>Remit to:</u> <b>PASADENA</b>	<b>CA</b>
2/6/2012	884520	182,923.56		
			ENERGY PURCHASE 12/1/11-1/1/12	182,923.56
<b>Vendor Total</b>		<b>182,923.56</b>		
<b>FYTD for NOBLE AMERICAS ENERGY SOLUTIONS</b>		<b>1,407,361.90</b>		



# City of Moreno Valley

## Check Register

For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PERS HEALTH INSURANCE</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
2/9/2012	1202011	203,903.34	EMPLOYEE HEALTH INS 2/9/12	203,903.34
<b>Vendor Total</b>		<b>203,903.34</b>		
<b>FYTD for PERS HEALTH INSURANCE</b>		<b>1,599,285.61</b>		
<b>PERS RETIREMENT</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
2/3/2012	3018	216,644.43	PERS RETIREMENT 2/3/12	216,644.43
2/17/2012	3026	218,503.86	PERS RETIREMENT 2/17/12	218,503.86
<b>Vendor Total</b>		<b>435,148.29</b>		
<b>FYTD for PERS RETIREMENT</b>		<b>3,656,399.04</b>		
<b>PRICE FAMILY CHARITABLE TRUST</b>				
			Remit to: <b>LA JOLLA</b>	<b>CA</b>
2/27/2012	211500	224,424.00	SALES TAX REIMBURSEMENT	118,040.00
			SALES TAX REIMBURSEMENT	106,384.00
<b>Vendor Total</b>		<b>224,424.00</b>		
<b>FYTD for PRICE FAMILY CHARITABLE TRUST</b>		<b>330,908.00</b>		
<b>RIVERSIDE COUNTY SHERIFF</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/13/2012	884575	2,696,812.90	CONTRACT LAW ENF BILL #4	44,913.12
			CONTRACT LAW ENF BILL #4	743.07
			CONTRACT LAW ENF BILL #4	1,536,031.02
			CONTRACT LAW ENF BILL #4	60,566.58
			CONTRACT LAW ENF BILL #4	354,761.13
			CONTRACT LAW ENF BILL #4	5,667.80
			CONTRACT LAW ENF BILL #4	69,766.83
			CONTRACT LAW ENF BILL #4	8,223.41
			CONTRACT LAW ENF BILL #4	78,605.05
			CONTRACT LAW ENF BILL #4	1,605.65
			CONTRACT LAW ENF BILL #4	159,223.03
			CONTRACT LAW ENF BILL #4	3,805.45
			CONTRACT LAW ENF BILL #4	283,537.56
			CONTRACT LAW ENF BILL #4	9,862.89
			CONTRACT LAW ENF BILL #4	34,727.49
			CONTRACT LAW ENF BILL #4	277.10
			CONTRACT LAW ENF BILL #4	44,495.72
<b>Vendor Total</b>		<b>2,696,812.90</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF</b>		<b>22,447,770.52</b>		



# City of Moreno Valley

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For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RIVERSIDE COUNTY SHERIFF MV</b>				
2/21/2012	211409	43,065.81	Remit to: <b>MORENO VALLEY</b> <b>CA</b>	
			CONTRACT SVCS-OTS GRANT #20163	1,284.90
			CONTRACT SVCS-OTS GRANT #20163	1,067.46
			CONTRACT SVCS-OTS GRANT #20163	10,444.75
			CONTRACT SVCS-OTS GRANT #20287	8,098.41
			CONTRACT SVCS-OTS GRNT#SC12272	22,170.29
<b>Vendor Total</b>		<b>43,065.81</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF MV</b>		<b>194,114.48</b>		
<b>SHEFFIELD FORECLOSURE RENOVATION</b>				
2/13/2012	211332	28,792.27	Remit to: <b>RIVERSIDE</b> <b>CA</b>	
			PROPERTY REHAB-25860 PARSLEY	28,792.27
<b>Vendor Total</b>		<b>28,792.27</b>		
<b>FYTD for SHEFFIELD FORECLOSURE RENOVATION</b>		<b>169,143.99</b>		
<b>SHELL ENERGY NORTH AMERICA (US) L.P.</b>				
2/27/2012	884658	470,489.60	Remit to: <b>PHILADELPHIA</b> <b>PA</b>	
			ENERGY PURCHASE FOR MV UTIL.	470,489.60
<b>Vendor Total</b>		<b>470,489.60</b>		
<b>FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.</b>		<b>4,307,172.80</b>		
<b>SOUTHCOAST HEATING &amp; AIR CONDITIONING</b>				
2/13/2012	211339	49,675.24	Remit to: <b>VISTA</b> <b>CA</b>	
			CITY HALL HVAC SYSTEM REPLCMNT	23,669.01
			CITY HALL HVAC SYSTEM REPLCMNT	26,093.70
			CITY HALL HVAC SYSTEM REPLCMNT	3,324.53
			CREDIT: CITY HALL HVAC SYSTEM	-3,412.00
<b>Vendor Total</b>		<b>49,675.24</b>		
<b>FYTD for SOUTHCOAST HEATING &amp; AIR CONDITIONING</b>		<b>464,067.73</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SOUTHERN CALIFORNIA EDISON</b>				
			Remit to: <b>ROSEMEAD</b>	<b>CA</b>
2/6/2012	211243	33,240.69	WDAT CHARGES-IRIS	5,849.10
			WDAT CHARGES-GRAHAM	5,642.21
			WDAT CHARGES-GLOBE	7,038.45
			WDAT CHARGES-NANDINA	2,647.31
			WDAT CHARGES-FREDERICK	1,616.31
			WDAT CHARGES-SUBSTATION 115KV	10,447.31
2/21/2012	211416	143,401.51	ELECTRICITY	530.92
			ELECTRICITY	24.87
			ELECTRICITY	1,390.54
			ELECTRICITY	48.01
			ELECTRICITY	24.76
			ELECTRICITY	871.28
			ELECTRICITY	749.01
			ELECTRICITY	139.37
			ELECTRICITY	1,782.88
			ELECTRICITY	628.83
			ELECTRICITY	1,458.18
			ELECTRICITY	962.32
			ELECTRICITY	1,230.93
			ELECTRICITY	21.91
			ELECTRICITY	92,927.55
			ELECTRICITY	35,434.10
			ELECTRICITY	4,881.33
			ELECTRICITY	21.99
			ELECTRICITY	44.44
			ELECTRICITY	43.93
			ELECTRICITY	26.31
			ELECTRICITY	68.37
			ELECTRICITY	89.68
<b>Vendor Total</b>		<b>176,642.20</b>		
<b>FYTD for SOUTHERN CALIFORNIA EDISON</b>		<b>2,170,156.00</b>		
<b>STANDARD INSURANCE CO</b>				
			Remit to: <b>PORTLAND</b>	<b>OR</b>
2/6/2012	211245	28,434.73	LIFE & DISABILITY INSURANCE	10,956.59
			LIFE & DISABILITY INSURANCE	17,147.46
			LIFE & DISABILITY INSURANCE	330.68
<b>Vendor Total</b>		<b>28,434.73</b>		
<b>FYTD for STANDARD INSURANCE CO</b>		<b>238,492.87</b>		
<b>STI, INC., TRUCKING &amp; MATERIALS</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/6/2012	211247	42,733.53	IRONWOOD AVE IMPRVMENTS PROJ	42,733.53
<b>Vendor Total</b>		<b>42,733.53</b>		
<b>FYTD for STI, INC., TRUCKING &amp; MATERIALS</b>		<b>339,065.49</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>TCM GROUP</b>				
			Remit to: <b>FONTANA</b>	<b>CA</b>
2/27/2012	884661	116,985.24	SR-60/NASON ST INTRCHNG PROJ	116,985.24
<b>Vendor Total</b>		<b>116,985.24</b>		
<b>FYTD for TCM GROUP</b>		<b>1,032,422.68</b>		
<b>TR DESIGN GROUP, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/6/2012	211249	35,357.29	PSB CONVERSION PROJ-PHASE II	32,500.00
			PSB CONVERSION PROJ-PHASE II	2,857.29
<b>Vendor Total</b>		<b>35,357.29</b>		
<b>FYTD for TR DESIGN GROUP, INC.</b>		<b>35,357.29</b>		
<b>TRANSTECH ENGINEERS, INC.</b>				
			Remit to: <b>WALNUT</b>	<b>CA</b>
2/13/2012	211352	50,445.00	NASON ST/CACTUS AVE IMPRVMENTS	50,445.00
<b>Vendor Total</b>		<b>50,445.00</b>		
<b>FYTD for TRANSTECH ENGINEERS, INC.</b>		<b>50,445.00</b>		
<b>U.S. BANK/CALCARDS</b>				
			Remit to: <b>ST. LOUIS</b>	<b>MO</b>
2/8/2012	1202021	64,805.75	CALCARD PMT CYCLE END 1/27/12	64,805.75
2/8/2012	1202031	44,073.56	CALCARD PMT CYCLE END 1/27/12	44,073.56
<b>Vendor Total</b>		<b>108,879.31</b>		
<b>FYTD for U.S. BANK/CALCARDS</b>		<b>1,072,813.42</b>		
<b>WASTE MANAGEMENT</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
2/6/2012	211254	803,199.40	SOLID WASTE DELINQ. PASS THRU	914,895.01
			SOLID WASTE DELINQ. PASS THRU	-111,695.61
<b>Vendor Total</b>		<b>803,199.40</b>		
<b>FYTD for WASTE MANAGEMENT</b>		<b>921,382.31</b>		
<b>WELLS FARGO CORPORATE TRUST</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
2/21/2012	1202041	926,377.48	DEBT SVC-SPECIAL TAXES	926,377.48
<b>Vendor Total</b>		<b>926,377.48</b>		
<b>FYTD for WELLS FARGO CORPORATE TRUST</b>		<b>5,915,859.59</b>		
<b>Subtotal</b>		<b>9,204,018.64</b>		



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## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHECKS LESS THAN \$25,000</b>				
<b>DEPARTMENT OF MOTOR VEHICLES</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
2/13/2012	211264	117.65	2012 CA VEHICLE CODE BOOKS	117.65
<b>Vendor Total</b>		<b>117.65</b>		
<b>FYTD for DEPARTMENT OF MOTOR VEHICLES</b>		<b>117.65</b>		
<b>452ND AIR MOBILITY WING</b>				
			Remit to: <b>MARCH ARB</b>	<b>CA</b>
2/6/2012	211171	30.00	ANNUAL AWARDS BANQUET	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for 452ND AIR MOBILITY WING</b>		<b>30.00</b>		
<b>A &amp; I REPROGRAPHICS 2406362</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
2/6/2012	211172	2,836.22	COPIES OF PLAN-CACTUS/NASON PR	2,836.22
<b>Vendor Total</b>		<b>2,836.22</b>		
<b>FYTD for A &amp; I REPROGRAPHICS 2406362</b>		<b>2,836.22</b>		
<b>A-1 CLEAN THE SCENE</b>				
			Remit to: <b>ANZA</b>	<b>CA</b>
2/13/2012	211265	600.00	BIOHAZARD CLEAN UP-MV120090211	600.00
<b>Vendor Total</b>		<b>600.00</b>		
<b>FYTD for A-1 CLEAN THE SCENE</b>		<b>600.00</b>		
<b>ABILITY COUNTS, INC</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
2/13/2012	211266	1,440.00	LANDSCAPE MAINT-AQUEDUCT	1,440.00
<b>Vendor Total</b>		<b>1,440.00</b>		
<b>FYTD for ABILITY COUNTS, INC</b>		<b>10,010.00</b>		
<b>ADAMS, MARK L.</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
2/6/2012	884456	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ADAMS, MARK L.</b>		<b>2,549.84</b>		





# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ADLERHORST INTERNATIONAL INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
2/21/2012	884587	412.64		
			TRAINING-POLICE K-9 PATROL	283.34
			SUPPLIES FOR K9-IVAN	129.30
	<b>Vendor Total</b>	<b>412.64</b>		
<b>FYTD for ADLERHORST INTERNATIONAL INC.</b>		<b>2,917.47</b>		
<b>ADMINSURE</b>				
			<u>Remit to:</u> <b>DIAMOND BAR</b>	<b>CA</b>
2/21/2012	211366	2,600.00		
			WORKERS' COMP CLAIMS	2,600.00
	<b>Vendor Total</b>	<b>2,600.00</b>		
<b>FYTD for ADMINSURE</b>		<b>20,800.00</b>		
<b>ADVANCE REFRIGERATION &amp; ICE SYSTEMS, INC</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
2/6/2012	884457	934.11		
			REPLACE EVAP FAN MOTOR-FS#91	934.11
	<b>Vendor Total</b>	<b>934.11</b>		
<b>FYTD for ADVANCE REFRIGERATION &amp; ICE SYSTEMS, INC</b>		<b>14,830.83</b>		
<b>ADVANCED ELECTRIC</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
2/13/2012	211267	10,578.63		
			ELECTRICAL REPAIRS-CFD #1	62.00
			ELECTRICAL REPAIR-COMMUNTY PRK	62.00
			ELECTRICAL REPAIRS-CFD #1	147.00
			MISSING SALES TAX	1.47
			SALES TAX ACCRUAL	-1.47
			CITY HALL AC SYSTEM REPAIRS	192.00
			CITY HALL AC SYSTEM REPAIRS	1,900.00
			ELECTRICAL REPAIR-COMMUNTY PRK	7,407.50
			ELECTRICAL REPAIRS-EQUESTRN CT	808.13
2/21/2012	211367	3,849.97		
			ELECTRICAL REPAIRS-GOLF COURSE	233.00
			ELECTRICAL REPAIRS-GOLF COURSE	383.01
			ELECTRICAL REPAIRS-EQUESTN CTR	1,474.37
			ELECTRICAL REPAIRS-EQUESTN CTR	1,759.59
2/27/2012	211435	3,067.83		
			ELECTRICAL REPAIRS-CRC	1,621.67
			REWIRE/RETROFIT LIGHTING-PSB	1,320.00
			ELECTRICAL REPAIRS-ANIMAL SVCS	126.16
	<b>Vendor Total</b>	<b>17,496.43</b>		
<b>FYTD for ADVANCED ELECTRIC</b>		<b>41,883.43</b>		



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<b>ADVANTAGE GRAPHICS AND PROMOTIONS</b>				
			<u>Remit to:</u> <b>CAPISTRANO BEACH CA</b>	
2/6/2012	211173	2,323.13		
			ADMIN. CITATION BOOKLETS	1,523.15
			ADMIN. CITATION BOOKLETS	30.00
			ADMIN. CITATION BOOKLETS	107.34
			PRINTING SVCS-CODE VIOLATIONS	588.73
			PRINTING SVCS-CODE VIOLATIONS	30.00
			PRINTING SVCS-CODE VIOLATIONS	43.91
<b>Vendor Total</b>		<b>2,323.13</b>		
<b>FYTD for ADVANTAGE GRAPHICS AND PROMOTIONS</b>		<b>2,323.13</b>		
<b>AIR CLEANING SYSTEMS INC.</b>				
			<u>Remit to:</u> <b>POMONA CA</b>	
2/27/2012	884630	220.38		
			PLYMOVENT MAINT/REPAIR-STN 2	127.50
			PLYMOVENT PARTS	92.88
<b>Vendor Total</b>		<b>220.38</b>		
<b>FYTD for AIR CLEANING SYSTEMS INC.</b>		<b>3,208.40</b>		
<b>ALEX VARGAS &amp; MIRIAN TOLEDO</b>				
			<u>Remit to:</u> <b>BELL CA</b>	
2/13/2012	211268	625.00		
			MOVING EXP.-FED RELOC. ASSIST.	625.00
2/13/2012	211269	3,084.00		
			ADV. RELOCATION PYMT	3,084.00
<b>Vendor Total</b>		<b>3,709.00</b>		
<b>FYTD for ALEX VARGAS &amp; MIRIAN TOLEDO</b>		<b>3,709.00</b>		
<b>ALL DISCOUNT INSURANCE SERVICE, INC.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
2/27/2012	211436	39.23		
			REFUND-BUS LIC OVERPYMNT	39.23
<b>Vendor Total</b>		<b>39.23</b>		
<b>FYTD for ALL DISCOUNT INSURANCE SERVICE, INC.</b>		<b>39.23</b>		
<b>ALLIANZ LIFE INSURANCE CO</b>				
			<u>Remit to:</u> <b>NEWARK NJ</b>	
2/13/2012	211270	75.00		
			NON-EXEMPT ANNUITY	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for ALLIANZ LIFE INSURANCE CO</b>		<b>600.00</b>		
<b>ALVAREZ, NIDEA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
2/6/2012	211174	168.00		
			INSTRUCTOR SVCS-DRAWING	168.00
<b>Vendor Total</b>		<b>168.00</b>		
<b>FYTD for ALVAREZ, NIDEA</b>		<b>651.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>AMAZING DISCOUNT STORE</b>				
			Remit to: <b>MONTCLAIR</b>	<b>CA</b>
2/6/2012	211175	20.00		
			REFUND-BUS. LIC OVRPMT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for AMAZING DISCOUNT STORE</b>		<b>20.00</b>		
<b>AMERICAN FORENSIC NURSES</b>				
			Remit to: <b>PALM SPRINGS</b>	<b>CA</b>
2/6/2012	884458	2,002.52		
			BLOOD DRAWS-POLICE	2,002.52
2/21/2012	884588	2,372.24		
			BLOOD DRAWS-POLICE	2,372.24
2/27/2012	884631	1,478.88		
			BLOOD DRAWS-POLICE	123.24
			BLOOD DRAWS-POLICE	1,232.40
			BLOOD DRAWS-POLICE	123.24
<b>Vendor Total</b>		<b>5,853.64</b>		
<b>FYTD for AMERICAN FORENSIC NURSES</b>		<b>32,598.40</b>		
<b>AMERICAN LEAK DETECTION #0108</b>				
			Remit to: <b>SANTA ANA</b>	<b>CA</b>
2/6/2012	211176	41.53		
			REFUND-BUS. LIC OVRPMT	41.53
<b>Vendor Total</b>		<b>41.53</b>		
<b>FYTD for AMERICAN LEAK DETECTION #0108</b>		<b>41.53</b>		
<b>AMERICAN TOWERS</b>				
			Remit to: <b>CHARLOTTE</b>	<b>NC</b>
2/13/2012	211271	2,676.42		
			TOWER SPACE LEASE-TECH SVCS	2,676.42
<b>Vendor Total</b>		<b>2,676.42</b>		
<b>FYTD for AMERICAN TOWERS</b>		<b>21,102.54</b>		
<b>AMTECH ELEVATOR SERVICES</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
2/13/2012	211272	121.92		
			ELEVATOR MAINT/REPAIRS-CT HALL	121.92
2/27/2012	211437	100.00		
			ELEVATOR MAINT/REPAIRS-EOC	100.00
<b>Vendor Total</b>		<b>221.92</b>		
<b>FYTD for AMTECH ELEVATOR SERVICES</b>		<b>3,838.54</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ANIMAL EMERGENCY CLINIC, INC.</b>				
2/21/2012	884589	205.00	Remit to: <b>GRAND TERRACE</b> <b>CA</b>	
			EMERGENCY/AFTER HR VET SVCS	75.00
			EMERGENCY/AFTER HR VET SVCS	55.00
			EMERGENCY/AFTER HR VET SVCS	75.00
<b>Vendor Total</b>		<b>205.00</b>		
<b>FYTD for ANIMAL EMERGENCY CLINIC, INC.</b>		<b>1,715.00</b>		
<b>ANIMAL PEST MANAGEMENT SERVICES, INC.</b>				
2/21/2012	211369	1,525.50	Remit to: <b>CHINO</b> <b>CA</b>	
			PEST CONTROL-CITY PARKS	600.00
			PEST CONTROL-CONTRACT AREAS	229.50
			PEST CONTROL-MARCH BALLFIELD	300.00
			PEST CONTROL-CFD #1	144.00
			PEST CONTROL-GOLF COURSE	162.00
			PEST CONTROL-MARCH FIELD CTR	90.00
<b>Vendor Total</b>		<b>1,525.50</b>		
<b>FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.</b>		<b>13,211.00</b>		
<b>ARCHIVE MANAGEMENT SERVICE</b>				
2/21/2012	884590	1,298.19	Remit to: <b>RIVERSIDE</b> <b>CA</b>	
			RECORDS OFFSITE STORAGE	1,298.19
<b>Vendor Total</b>		<b>1,298.19</b>		
<b>FYTD for ARCHIVE MANAGEMENT SERVICE</b>		<b>10,498.58</b>		
<b>ARROWHEAD WATER</b>				
2/6/2012	884459	362.41	Remit to: <b>COLTON</b> <b>CA</b>	
			WATER PURIF RNTL-CITY HALL	123.86
			WATER PURIF RNTL-CITY YARD	24.77
			WATER PURIF RNTL-CITY YARD	24.77
			WATER PURIF RNTL-LIBRARY	24.77
			WATER PURIF RNTL-STN 2	24.77
			WATER PURIF RNTL-STN 6	24.77
			WATER PURIF RNTL-STN 48	24.77
			WATER PURIF RNTL-STN 58	15.62
			WATER PURIF RNTL-STN 91	24.77
			WATER PURIF RNTL-STN 65	24.77
			WATER PURIF RNTL-EOC	24.77
2/21/2012	884591	173.41	WATER PURIF UNIT-SDA	24.77
			WATER PURIF UNIT-SENIOR CTR	24.77
			WATER PURIF UNIT-CRC	24.78
			WATER PURIF UNIT-FACILITIES	24.77
			WATER PURIF UNIT-ANIMAL SVCS	49.55
			WATER PURIF UNIT-TECH SVCS	24.77
<b>Vendor Total</b>		<b>535.82</b>		
<b>FYTD for ARROWHEAD WATER</b>		<b>4,346.45</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>AT&amp;T MOBILITY</b>				
2/21/2012	211370	92.08	Remit to: <b>CAROL STREAM IL</b> CELLULAR SVC-MOBILE COMMAND	92.08
<b>Vendor Total</b>		<b>92.08</b>		
<b>FYTD for AT&amp;T MOBILITY</b>		<b>729.41</b>		
<b>AT&amp;T/MCI</b>				
2/21/2012	211371	183.34	Remit to: <b>WEST SACRAMENTO CA</b> COMMUNICATION SVCS-POLICE	183.34
<b>Vendor Total</b>		<b>183.34</b>		
<b>FYTD for AT&amp;T/MCI</b>		<b>1,465.52</b>		
<b>ATKINS NORTH AMERICA, INC</b>				
2/13/2012	211273	83.85	Remit to: <b>SAN BERNARDINO CA</b> GREENHOUSE GAS ANALYSIS SVCS	83.85
<b>Vendor Total</b>		<b>83.85</b>		
<b>FYTD for ATKINS NORTH AMERICA, INC</b>		<b>35,323.90</b>		
<b>AUDREY PATRICK REPORTING SERVICES</b>				
2/21/2012	211372	391.50	Remit to: <b>SAN BERNARDINO CA</b> TRANSCRIPTION SVCS	391.50
<b>Vendor Total</b>		<b>391.50</b>		
<b>FYTD for AUDREY PATRICK REPORTING SERVICES</b>		<b>671.24</b>		
<b>AYALA, NANNERL A.</b>				
2/21/2012	211373	90.47	Remit to: <b>RIVERSIDE CA</b> MULTIFAM UNIT RECYCL WORKSHOP	90.47
<b>Vendor Total</b>		<b>90.47</b>		
<b>FYTD for AYALA, NANNERL A.</b>		<b>617.77</b>		
<b>AYARS, MARGARET E.</b>				
2/6/2012	884460	637.46	Remit to: <b>YUCAIPA CA</b> RETIREE MED JAN-FEB'12, PD FEB	637.46
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for AYARS, MARGARET E.</b>		<b>3,187.30</b>		
<b>BACHER, GRACE</b>				
2/6/2012	211177	318.73	Remit to: <b>HEMET CA</b> RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for BACHER, GRACE</b>		<b>2,549.84</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BAJA CONSTRUCTION CO, INC</b>				
2/27/2012	211438	22.17	Remit to: <b>MARTINEZ</b> <span style="float: right;"><b>CA</b></span>	
			REFUND-BUS LIC OVERPYMNT	22.17
<b>Vendor Total</b>		<b>22.17</b>		
<b>FYTD for BAJA CONSTRUCTION CO, INC</b>		<b>22.17</b>		
<b>BARAJAS, ROSEMARY/DALE</b>				
2/21/2012	211374	71.00	Remit to: <b>MORENO VALLEY</b> <span style="float: right;"><b>CA</b></span>	
			REFUND-VARIOUS A/C FEES	30.00
			REFUND-VARIOUS A/C FEES	10.00
			REFUND-VARIOUS A/C FEES	16.00
			REFUND-VARIOUS A/C FEES	15.00
<b>Vendor Total</b>		<b>71.00</b>		
<b>FYTD for BARAJAS, ROSEMARY/DALE</b>		<b>71.00</b>		
<b>BARNES, DARLENE</b>				
2/6/2012	884461	126.08	Remit to: <b>CHERRY VALLEY</b> <span style="float: right;"><b>CA</b></span>	
			RETIREE MED JAN '12, PD FEB '1	126.08
<b>Vendor Total</b>		<b>126.08</b>		
<b>FYTD for BARNES, DARLENE</b>		<b>844.46</b>		
<b>BATES LEATHERS</b>				
2/13/2012	211274	1,402.88	Remit to: <b>LAKEWOOD</b> <span style="float: right;"><b>CA</b></span>	
			UNIFORMS FOR 3 TRFFC OFFRS	1,402.88
<b>Vendor Total</b>		<b>1,402.88</b>		
<b>FYTD for BATES LEATHERS</b>		<b>1,402.88</b>		
<b>BAUTISTA, JOSEPH C.</b>				
2/6/2012	884462	318.73	Remit to: <b>FONTANA</b> <span style="float: right;"><b>CA</b></span>	
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for BAUTISTA, JOSEPH C.</b>		<b>2,520.68</b>		
<b>BEAM, PHILIP</b>				
2/27/2012	211439	20.00	Remit to: <b>MORENO VALLEY</b> <span style="float: right;"><b>CA</b></span>	
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for BEAM, PHILIP</b>		<b>20.00</b>		



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<b>BEMUS LANDSCAPE, INC.</b>			<u>Remit to:</u> <b>SAN CLEMENTE</b>	<b>CA</b>
2/6/2012	884463	11,406.02	LANDSCAPE MAINT-ZONE E-3	10,625.00
			LANDSCAPE MAINT-ZONE E-3A	781.02
2/13/2012	884558	14,167.17	LANDSCAPE MAINT-MVU SUBSTN	567.00
			LANDSCAPE MAINT-MVU	432.00
			LANDSCAPE MAINT-LIBRARY	468.00
			LANDSCAPE MAINT-ANIMAL SVCS	468.00
			LANDSCAPE MAINT-PSB	1,077.83
			LANDSCAPE MAINT-CRC	1,710.00
			TREE INSTALL-CRC	285.00
			LANDSCAPE MAINT-FORMER STARS	260.00
			LANDSCAPE MAINT-CITY YARD	225.00
			LANDSCAPE MAINT-S AQDCT "B"	662.00
			LANDSCAPE MAINT-SENIOR CNTR	236.00
			LANDSCAPE MAINT-N AQDCT	473.00
			LANDSCAPE MAINT-S AQDCT "A"	765.50
			LANDSCAPE MAINT-SCE/OLD LAKE	1,575.00
			LANDSCAPE MAINT-PAN AM/AQDCT	540.00
			LANDSCAPE MAINT-ZONE E-3	133.20
			LANDSCAPE MAINT-ZONE E-3	175.06
			LANDSCAPE MAINT-ZONE E-3	564.14
			LANDSCAPE MAINT-ZONE E-3	28.23
			LANDSCAPE MAINT-ZONE E-3	37.93
			LANDSCAPE MAINT-ZONE E-3	54.90
			LANDSCAPE MAINT-ZONE E-3	68.62
			LANDSCAPE MAINT-ZONE E-3	18.87
			LANDSCAPE MAINT-ZONE E-3	68.91
			LANDSCAPE MAINT-ZONE E-3	27.98
			LANDSCAPE MAINT-PATRIOT PARK	360.00
			LANDSCAPE MAINT-BAY/JFK AQDCT	1,710.00
			LANDSCAPE MAINT-BIKE AQDCT	360.00
			LANDSCAPE MAINT-TOWNGATE CNTR	180.00
			LANDSCAPE MAINT-TOWNGATE AQDCT	635.00
2/21/2012	884592	11,406.02	LANDSCAPE MAINT-ZONE E-3	10,625.00
			LANDSCAPE MAINT-ZONE E-3A	781.02
2/27/2012	884632	4,223.30	LANDSCAPE MAINT-VETERANS MEMRL	225.00
			LANDSCAPE MAINT-FIRE STNS	2,835.00
			LANDSCAPE MAINT-CITY HALL	893.30
			LANDSCAPE MAINT-ANNEX	270.00
<b>Vendor Total</b>		<b>41,202.51</b>		
<b>FYTD for BEMUS LANDSCAPE, INC.</b>		<b>254,977.91</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BESTWAY LAUNDRY SOLUTIONS, INC.</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
2/27/2012	211440	133.27	ELECTRICAL REPAIRS-A/S DRYER	133.27
<b>Vendor Total</b>		<b>133.27</b>		
<b>FYTD for BESTWAY LAUNDRY SOLUTIONS, INC.</b>		<b>133.27</b>		
<b>BICKMORE RISK SERVICES &amp; CONSULTING</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b> <b>CA</b>	
2/21/2012	211375	5,500.00	WORKERS' COMP ACTUARIAL STUDY	2,750.00
			GEN LIABILITY ACTUARIAL STUDY	2,750.00
<b>Vendor Total</b>		<b>5,500.00</b>		
<b>FYTD for BICKMORE RISK SERVICES &amp; CONSULTING</b>		<b>12,000.00</b>		
<b>BIO-TOX LABORATORIES</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/6/2012	211178	12,061.62	TOXICOLOGY TESTING-POLICE	2,089.72
			TOXICOLOGY TESTING-POLICE	9,971.90
<b>Vendor Total</b>		<b>12,061.62</b>		
<b>FYTD for BIO-TOX LABORATORIES</b>		<b>71,315.19</b>		
<b>BLAIR, CHERYL</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/27/2012	211441	216.00	INSTRUCTOR SVCS-BELLY DANCING	216.00
<b>Vendor Total</b>		<b>216.00</b>		
<b>FYTD for BLAIR, CHERYL</b>		<b>708.00</b>		
<b>BOY SCOUTS OF AMERICA</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
2/27/2012	211442	500.00	REFUND-RENTAL DEPOSIT-CRC	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for BOY SCOUTS OF AMERICA</b>		<b>1,600.00</b>		
<b>BRAUN BLAISING MCLAUGHLIN</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b> <b>CA</b>	
2/6/2012	211179	6,464.00	LEGAL SVCS-STLIGHTS LITIGATN	6,464.00
2/21/2012	211376	15,062.02	LEGAL SVCS	15,062.02
<b>Vendor Total</b>		<b>21,526.02</b>		
<b>FYTD for BRAUN BLAISING MCLAUGHLIN</b>		<b>46,369.96</b>		





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<b>BREITKREUZ, THOMAS F.</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
2/6/2012	211180	807.27		
			RETIREE MED OCT-DEC 11, PD FEB	807.27
<b>Vendor Total</b>		<b>807.27</b>		

<b>FYTD for BREITKREUZ, THOMAS F.</b>	<b>2,421.81</b>
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<b>BRODART CO.</b>				
			Remit to: <b>WILLIAMSPORT</b>	<b>PA</b>
2/6/2012	884464	784.69		
			MISC BOOKS-LIBRARY	20.01
			MISC BOOKS-LIBRARY	62.56
			MISC BOOKS-LIBRARY	20.58
			MISC BOOKS-LIBRARY	99.78
			MISC BOOKS-LIBRARY	44.37
			MISC BOOKS-LIBRARY	77.93
			MISC BOOKS-LIBRARY	21.78
			MISC BOOKS-LIBRARY	134.46
			MISC BOOKS-LIBRARY	59.65
			MISC BOOKS-LIBRARY	19.96
			MISC BOOKS-LIBRARY	41.58
			MISC BOOKS-LIBRARY	29.11
			MISC BOOKS-LIBRARY	110.53
			MISC BOOKS-LIBRARY	22.40
			MISC BOOKS-LIBRARY	19.99
2/21/2012	884593	332.94		
			MISC BOOKS-LIBRARY	59.60
			MISC BOOKS-LIBRARY	38.48
			MISC BOOKS-LIBRARY	96.16
			MISC BOOKS-LIBRARY	29.15
			MISC BOOKS-LIBRARY	29.16
			MISC BOOKS-LIBRARY	80.39
2/27/2012	884633	1,858.98		
			MISC BOOKS-LIBRARY	19.38
			MISC BOOKS-LIBRARY	43.98
			MISC BOOKS-LIBRARY	41.60
			MISC BOOKS-LIBRARY	19.99
			MISC BOOKS-LIBRARY	63.25
			MISC BOOKS-LIBRARY	22.40
			MISC BOOKS-LIBRARY	85.64
			MISC BOOKS-LIBRARY	38.32
			MISC BOOKS-LIBRARY	92.60
			MISC BOOKS-LIBRARY	54.26
			MISC BOOKS-LIBRARY	21.78
			MISC BOOKS-LIBRARY	21.81
			MISC BOOKS-LIBRARY	22.97
			TITLE INFORMATION PREVIEW SVC	1,380.00
			5% DISCNT-OK SALAMONE/SULLIVAN	-69.00
<b>Vendor Total</b>		<b>2,976.61</b>		

<b>FYTD for BRODART CO.</b>	<b>26,658.15</b>
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# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BUCKINGHAM, STAN</b>				
			Remit to: <b>TEMECULA</b>	<b>CA</b>
2/6/2012	211181	318.73		
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for BUCKINGHAM, STAN</b>		<b>2,549.84</b>		
<b>BURGESON'S HTG &amp; A/C, INC</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
2/6/2012	211182	38.30		
			REFUND-BUS. LIC OVRPMT	38.30
2/27/2012	211443	99.00		
			REFUND-BUS. LIC OVRPMNT	99.00
<b>Vendor Total</b>		<b>137.30</b>		
<b>FYTD for BURGESON'S HTG &amp; A/C, INC</b>		<b>137.30</b>		
<b>BURKE, WILLIAMS &amp; SORENSEN, LLP.</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
2/21/2012	884594	399.00		
			LEGAL SVCS	313.50
			LEGAL SVCS	85.50
<b>Vendor Total</b>		<b>399.00</b>		
<b>FYTD for BURKE, WILLIAMS &amp; SORENSEN, LLP.</b>		<b>140,076.64</b>		
<b>BWI - BOOK WHOLESALERS, INC.</b>				
			Remit to: <b>MCHENRY</b>	<b>IL</b>
2/6/2012	211183	380.39		
			MISC BOOKS/MATERIALS-LIBRARY	136.53
			MISC BOOKS/MATERIALS-LIBRARY	243.86
2/13/2012	211275	85.30		
			MISC BOOKS/MATERIALS-LIBRARY	85.30
2/21/2012	211377	2,081.22		
			MISC BOOKS/MATERIALS-LIBRARY	1,148.52
			MISC BOOKS/MATERIALS-LIBRARY	330.50
			MISC BOOKS/MATERIALS-LIBRARY	179.45
			MISC BOOKS/MATERIALS-LIBRARY	15.15
			MISC BOOKS/MATERIALS-LIBRARY	165.45
			MISC BOOKS/MATERIALS-LIBRARY	97.09
			MISC BOOKS/MATERIALS-LIBRARY	60.06
			MISC BOOKS/MATERIALS-LIBRARY	53.74
			MISC BOOKS/MATERIALS-LIBRARY	31.26
2/27/2012	211444	19.61		
			MISC BOOKS/MATERIALS-LIBRARY	19.61
<b>Vendor Total</b>		<b>2,566.52</b>		
<b>FYTD for BWI - BOOK WHOLESALERS, INC.</b>		<b>10,782.74</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BY HIS DESIGN, INC</b>				
			<u>Remit to:</u> <b>SAN JACINTO</b>	<b>CA</b>
2/27/2012	211455	590.00		
			YOUTH/ADULT SPORT UNIFORMS	290.00
			YOUTH/ADULT SPORT UNIFORMS	300.00
	<b>Vendor Total</b>	<b>590.00</b>		
<b>FYTD for BY HIS DESIGN, INC</b>		<b>8,533.88</b>		
<b>CABRERA, ELODIA</b>				
			<u>Remit to:</u> <b>OXNARD</b>	<b>CA</b>
2/13/2012	211276	3,194.00		
			FEDERAL RELOCATION ASSISTANCE	470.00
			FEDERAL RELOCATION ASSISTANCE	2,724.00
	<b>Vendor Total</b>	<b>3,194.00</b>		
<b>FYTD for CABRERA, ELODIA</b>		<b>3,194.00</b>		
<b>CAIN, GREGORY</b>				
			<u>Remit to:</u> <b>TAMPA</b>	<b>FL</b>
2/6/2012	884465	318.73		
			RETIREE MED FEB '12	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for CAIN, GREGORY</b>		<b>2,549.84</b>		
<b>CALIFORNIA WATERSHED ENGINEERING CORP.</b>				
			<u>Remit to:</u> <b>ANAHEIM</b>	<b>CA</b>
2/21/2012	884595	5,517.50		
			PLAN CHECK SVCS-WATER QUALITY	1,180.25
			PLAN CHECK SVCS-WATER QUALITY	2,685.25
			PLAN CHECK SVCS-WATER QUALITY	1,652.00
	<b>Vendor Total</b>	<b>5,517.50</b>		
<b>FYTD for CALIFORNIA WATERSHED ENGINEERING CORP.</b>		<b>35,709.50</b>		
<b>CALIFORNIA WEED CONTROL</b>				
			<u>Remit to:</u> <b>UPLAND</b>	<b>CA</b>
2/27/2012	211445	20.00		
			REFUND-BUS LIC OVERPYMNT	20.00
	<b>Vendor Total</b>	<b>20.00</b>		
<b>FYTD for CALIFORNIA WEED CONTROL</b>		<b>20.00</b>		
<b>CANNON, ANA M.</b>				
			<u>Remit to:</u> <b>HASLET</b>	<b>TX</b>
2/6/2012	884466	318.73		
			RETIREE MED FEB '12	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for CANNON, ANA M.</b>		<b>2,549.84</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CARDIO VASCULAR PLUS, INC</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/27/2012	211446	24.00		
			REFUND-BUS LIC OVERPYMNT	24.00
<b>Vendor Total</b>		<b>24.00</b>		
<b>FYTD for CARDIO VASCULAR PLUS, INC</b>		<b>24.00</b>		
<b>CARTER, ROSALYN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	884467	637.46		
			RETIREE MED DEC'11-JAN'12, PD	637.46
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for CARTER, ROSALYN</b>		<b>2,549.84</b>		
<b>CEMEX</b>				
			<u>Remit to:</u> <b>ONTARIO</b> <b>CA</b>	
2/13/2012	211277	1,407.58		
			PORTLAND CEMENT-MAIN/OP'S	342.92
			PORTLAND CEMENT-MAIN/OP'S	361.52
			PORTLAND CEMENT-MAIN/OP'S	402.18
			PORTLAND CEMENT-MAIN/OP'S	300.96
2/27/2012	211447	1,007.08		
			PORTLAND CEMENT-MAIN/OP'S	346.30
			PORTLAND CEMENT-MAIN/OP'S	357.19
			PORTLAND CEMENT-MAIN/OP'S	303.59
<b>Vendor Total</b>		<b>2,414.66</b>		
<b>FYTD for CEMEX</b>		<b>8,034.18</b>		
<b>CENTRAL OCCUPATIONAL MEDICINE PROVIDERS</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/21/2012	884596	65.00		
			PRE-EMPLOYMENT PHYSICALS	65.00
<b>Vendor Total</b>		<b>65.00</b>		
<b>FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS</b>		<b>3,434.00</b>		
<b>CHANCY, CHIZURU</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/27/2012	211448	115.20		
			INSTRUCTOR SVCS-HAWAIIAN DANCE	15.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	30.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	70.20
<b>Vendor Total</b>		<b>115.20</b>		
<b>FYTD for CHANCY, CHIZURU</b>		<b>1,302.00</b>		
<b>CHANDLER ASSET MANAGEMENT, INC</b>				
			<u>Remit to:</u> <b>SAN DIEGO</b> <b>CA</b>	
2/27/2012	884634	8,590.00		
			FIXED INCOME INVESTMENT MGMT	8,590.00
<b>Vendor Total</b>		<b>8,590.00</b>		
<b>FYTD for CHANDLER ASSET MANAGEMENT, INC</b>		<b>71,167.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHAPMAN, STEVE</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
2/6/2012	211184	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CHAPMAN, STEVE</b>		<b>2,549.84</b>		
<b>CHAPPELL, ISAAC</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	884468	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CHAPPELL, ISAAC</b>		<b>2,549.84</b>		
<b>CHERRY VALLEY FEED</b>				
			<u>Remit to:</u> <b>CHERRY VALLEY</b> <b>CA</b>	
2/21/2012	211378	161.59	MISC. FOOD-POLICE K-9	161.59
<b>Vendor Total</b>		<b>161.59</b>		
<b>FYTD for CHERRY VALLEY FEED</b>		<b>508.42</b>		
<b>CHRISTIAN, OWEN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	884469	225.99	RETIREE MED FEB '12	225.99
<b>Vendor Total</b>		<b>225.99</b>		
<b>FYTD for CHRISTIAN, OWEN</b>		<b>1,831.26</b>		
<b>CHURCH OF GOD AND PROPHECY</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/13/2012	211278	770.00	REFUND-RENTAL DEP-CRC	770.00
<b>Vendor Total</b>		<b>770.00</b>		
<b>FYTD for CHURCH OF GOD AND PROPHECY</b>		<b>770.00</b>		



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For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CINTAS CORPORATION</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
2/6/2012	884470	132.32		
			UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-TRAFFIC SGNL	15.22
			UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-PARK MAINT	2.79
2/13/2012	884559	521.36		
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-ST MAINT	96.16
			UNIFORM RNTL SVC-ST MAINT	96.16
			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-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
2/21/2012	884597	95.36		
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-PARK MAINT	2.79
2/27/2012	884635	517.94		
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	50.20
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-FACILITIES	17.28
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-VEHICLE MAINT	40.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46



# City of Moreno Valley

## Check Register

For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-ST MAINT	96.16
			UNIFORM RNTL SVC-ST MAINT	91.14
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
<b>Vendor Total</b>		<b>1,266.98</b>		
<b>FYTD for CINTAS CORPORATION</b>		<b>10,568.92</b>		
<b>CITY OF MORENO VALLEY VEBA TRUST</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
2/13/2012	884560	6,145.00	EXEMPT VEBA	6,145.00
2/27/2012	884636	2,070.00	EXEMPT VEBA	2,070.00
<b>Vendor Total</b>		<b>8,215.00</b>		
<b>FYTD for CITY OF MORENO VALLEY VEBA TRUST</b>		<b>40,667.50</b>		
<b>CITY OF RIVERSIDE</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
2/21/2012	211379	4,418.10	SHARED TRAFFIC SGNL COSTS	4,418.10
<b>Vendor Total</b>		<b>4,418.10</b>		
<b>FYTD for CITY OF RIVERSIDE</b>		<b>12,700.22</b>		
<b>COMFORT PALAZE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	211185	20.35	REFUND-BUS. LIC OVRPMT	20.35
<b>Vendor Total</b>		<b>20.35</b>		
<b>FYTD for COMFORT PALAZE</b>		<b>20.35</b>		
<b>COMMUNITY HEALTH CHARITIES</b>				
			<u>Remit to:</u> <b>ANAHEIM</b>	<b>CA</b>
2/13/2012	211279	139.00	CHC CONTRIBUTIONS	139.00
2/27/2012	211449	139.00	CHC CONTRIBUTIONS	139.00
<b>Vendor Total</b>		<b>278.00</b>		
<b>FYTD for COMMUNITY HEALTH CHARITIES</b>		<b>4,501.34</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COMPEX LEGAL SERVICES, INC.</b>				
			Remit to: <b>TORRANCE</b>	<b>CA</b>
2/21/2012	211380	955.17		
			LEGAL SVCS-CLAIM#: MV1041	192.92
			LEGAL SVCS-CLAIM#: MV1041	160.42
			LEGAL SVCS-CLAIM#: MV1041	248.80
			LEGAL SVCS-CLAIM#: MV1041	156.98
			LEGAL SVCS-CLAIM#: MV1041	196.05
<b>Vendor Total</b>		<b>955.17</b>		
<b>FYTD for COMPEX LEGAL SERVICES, INC.</b>		<b>955.17</b>		
<b>CONTRERAS, JOSE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	211186	194.00		
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	70.00
			SPORTS OFFICIATING SVCS	70.00
2/27/2012	211450	158.00		
			SPORTS OFFICIATING SVCS	70.00
			SPORTS OFFICIATING SVCS	18.00
			SPORTS OFFICIATING SVCS	70.00
<b>Vendor Total</b>		<b>352.00</b>		
<b>FYTD for CONTRERAS, JOSE</b>		<b>2,105.00</b>		
<b>CORTEZ LIGHTING &amp; DECORATION</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/27/2012	211451	27.50		
			REFUND-BUS LIC OVERPYMNT	27.50
<b>Vendor Total</b>		<b>27.50</b>		
<b>FYTD for CORTEZ LIGHTING &amp; DECORATION</b>		<b>27.50</b>		
<b>COSEY JR., JAMES</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	211187	142.50		
			INSTRUCTOR SVCS-KEMPO/ADULT	54.00
			50% WITHHOLDING FOR CSS ORDER	-27.00
			INSTRUCTOR SVCS-KEMPO/YOUTH	231.00
			50% WITHHOLDING FOR CSS ORDER	-115.50
<b>Vendor Total</b>		<b>142.50</b>		
<b>FYTD for COSEY JR., JAMES</b>		<b>1,186.50</b>		
<b>COSTCO</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/27/2012	211452	1,975.99		
			MISC SUPPLIES-A CHILDS PLACE	1,975.99
<b>Vendor Total</b>		<b>1,975.99</b>		
<b>FYTD for COSTCO</b>		<b>12,988.38</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COUNTRY SQUIRE ESTATES</b>				
			<u>Remit to:</u> <b>ONTARIO</b>	<b>CA</b>
2/6/2012	211188	211.08		
			REFUND-UUT USER TAXES	70.22
			REFUND-UUT USER TAXES	66.31
			REFUND-UUT USER TAXES	74.55
<b>Vendor Total</b>		<b>211.08</b>		
<b>FYTD for COUNTRY SQUIRE ESTATES</b>		<b>626.73</b>		
<b>COUNTY OF RIVERSIDE - RMAP</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
2/13/2012	211280	118.24		
			RECORDATION SVCS-LAND DVLPMNT	59.12
			RECORDATION SVCS-LAND DVLPMNT	59.12
<b>Vendor Total</b>		<b>118.24</b>		
<b>FYTD for COUNTY OF RIVERSIDE - RMAP</b>		<b>423.66</b>		
<b>COVENTRY PET RESORT</b>				
			<u>Remit to:</u> <b>REDLANDS</b>	<b>CA</b>
2/21/2012	884598	109.29		
			MISC. FOOD-POLICE K-9	109.29
<b>Vendor Total</b>		<b>109.29</b>		
<b>FYTD for COVENTRY PET RESORT</b>		<b>438.18</b>		
<b>CRIME SCENE STERI-CLEAN, LLC</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA</b>	<b>CA</b>
2/6/2012	211190	500.00		
			BIO-HAZARD CLEAN-UP FOR PD	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for CRIME SCENE STERI-CLEAN, LLC</b>		<b>1,140.00</b>		
<b>CROWN FENCE CO</b>				
			<u>Remit to:</u> <b>SANTA FE SPRINGS</b>	<b>CA</b>
2/27/2012	211453	77.44		
			REFUND-BUS LIC OVERPYMNT	77.44
<b>Vendor Total</b>		<b>77.44</b>		
<b>FYTD for CROWN FENCE CO</b>		<b>77.44</b>		
<b>CTI</b>				
			<u>Remit to:</u> <b>CANYON LAKE</b>	<b>CA</b>
2/27/2012	211454	75.00		
			REFUND-BUS LIC OVERPYMNT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for CTI</b>		<b>75.00</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/6/2012	211191	8,978.40	VECTOR CONTROL SVCS-CODE	8,978.40
2/13/2012	211281	578.00	SUNNYMD PARK HEALTH PERMIT RNW	578.00
<b>Vendor Total</b>		<b>9,556.40</b>		
<b>FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH</b>		<b>17,292.80</b>		
<b>D &amp; D SERVICES DBA D &amp; D DISPOSAL, INC.</b>				
			<u>Remit to:</u> <b>VALENCIA</b> <b>CA</b>	
2/21/2012	211381	745.00	DECEASED ANIMAL REMOVAL	745.00
<b>Vendor Total</b>		<b>745.00</b>		
<b>FYTD for D &amp; D SERVICES DBA D &amp; D DISPOSAL, INC.</b>		<b>5,960.00</b>		
<b>DALE, KATHLEEN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	884471	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for DALE, KATHLEEN</b>		<b>2,549.84</b>		
<b>DATA TICKET, INC.</b>				
			<u>Remit to:</u> <b>NEWPORT BEACH</b> <b>CA</b>	
2/13/2012	884561	64.59	CITATION PROCESSING-ANIMAL SVC	64.59
2/21/2012	884599	1,509.35	CITATION PROCESSING-POLICE	998.45
			CITATION PROCESSING-BLDG/SFTY	684.90
			10% DISCOUNT APPLIED TO INV	-174.00
2/27/2012	884637	189.00	PARKING CITATION APPLICATION	94.50
			PARKING CITATION APPLICATION	94.50
<b>Vendor Total</b>		<b>1,762.94</b>		
<b>FYTD for DATA TICKET, INC.</b>		<b>179,514.25</b>		
<b>DATAQUICK CORPORATE HEADQUARTERS</b>				
			<u>Remit to:</u> <b>SAN DIEGO</b> <b>CA</b>	
2/21/2012	211382	130.50	SOFTWARE/ONLINE SUBSCRIPTION	130.50
<b>Vendor Total</b>		<b>130.50</b>		
<b>FYTD for DATAQUICK CORPORATE HEADQUARTERS</b>		<b>1,044.00</b>		



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<b>DBX, INC.</b>				
			Remit to: <b>TEMECULA</b>	<b>CA</b>
2/13/2012	211282	80.00	REIMB OF PROJECT BID DOCS	80.00
<b>Vendor Total</b>		<b>80.00</b>		
<b>FYTD for DBX, INC.</b>		<b>80.00</b>		
<b>DDL TRAFFIC, INC.</b>				
			Remit to: <b>CHINO</b>	<b>CA</b>
2/13/2012	211283	60.00	REIMB OF PROJECT BID DOCS	60.00
<b>Vendor Total</b>		<b>60.00</b>		
<b>FYTD for DDL TRAFFIC, INC.</b>		<b>60.00</b>		
<b>DEARREADER.COM</b>				
			Remit to: <b>SARASOTA</b>	<b>FL</b>
2/21/2012	211383	600.00	SUBSCRIP. TO ONLINE BOOK CLUBS	600.00
<b>Vendor Total</b>		<b>600.00</b>		
<b>FYTD for DEARREADER.COM</b>		<b>600.00</b>		
<b>DELTA DENTAL</b>				
			Remit to: <b>SAN FRANCISCO</b>	<b>CA</b>
2/13/2012	884562	10,797.27	EMPLOYEE DENTAL INSURANCE	10,797.27
<b>Vendor Total</b>		<b>10,797.27</b>		
<b>FYTD for DELTA DENTAL</b>		<b>84,517.06</b>		
<b>DELTACARE USA</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
2/13/2012	211284	5,711.20	EMPLOYEE DENTAL INSURANCE	5,711.20
<b>Vendor Total</b>		<b>5,711.20</b>		
<b>FYTD for DELTACARE USA</b>		<b>51,022.99</b>		
<b>DENNIS GRUBB &amp; ASSOCIATES, LLC</b>				
			Remit to: <b>MIRA LOMA</b>	<b>CA</b>
2/21/2012	884600	10,570.00	PLAN REVIEW SVCS-FIRE PREVENT	4,410.00
			FIRE INSPECTION SVCS	6,160.00
<b>Vendor Total</b>		<b>10,570.00</b>		
<b>FYTD for DENNIS GRUBB &amp; ASSOCIATES, LLC</b>		<b>90,755.00</b>		
<b>DFM ASSOCIATES</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
2/21/2012	211384	105.06	2012 CALIFORNIA ELECTIONS CODE	97.50
			CALIF SALES TAX @ 7.75%	7.56
<b>Vendor Total</b>		<b>105.06</b>		
<b>FYTD for DFM ASSOCIATES</b>		<b>105.06</b>		



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<b>DHA CONSULTING</b>				
			<u>Remit to:</u> <b>LONG BEACH</b> <b>CA</b>	
2/21/2012	211385	560.00	CONSULTING SERVICES	560.00
<b>Vendor Total</b>		<b>560.00</b>		
<b>FYTD for DHA CONSULTING</b>		<b>2,200.00</b>		
<b>DLS LANDSCAPE, INC</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
2/21/2012	884601	11,475.00	LANDSCAPE MAINT-CFD #1	2,052.00
			LANDSCAPE MAINT-ZONE A	9,423.00
<b>Vendor Total</b>		<b>11,475.00</b>		
<b>FYTD for DLS LANDSCAPE, INC</b>		<b>95,346.00</b>		
<b>DORY, ALLEEN F.</b>				
			<u>Remit to:</u> <b>HEMET</b> <b>CA</b>	
2/6/2012	211192	1,292.19	RETIREE MED FEB '12	225.99
			RETIREE MED JAN-DEC11,PD FEB12	1,066.20
<b>Vendor Total</b>		<b>1,292.19</b>		
<b>FYTD for DORY, ALLEEN F.</b>		<b>2,897.46</b>		
<b>DURAN, BLANCA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/13/2012	211285	168.00	INSTRUCTOR SVCS-FOLK DANCE	168.00
<b>Vendor Total</b>		<b>168.00</b>		
<b>FYTD for DURAN, BLANCA</b>		<b>1,764.00</b>		
<b>DUVAL, CHRIS</b>				
			<u>Remit to:</u> <b>YUCAIPA</b> <b>CA</b>	
2/13/2012	211286	95.00	REFUND-RABIES & SN DEPOSITS	20.00
			REFUND-RABIES & SN DEPOSITS	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for DUVAL, CHRIS</b>		<b>95.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>E.R. BLOCK PLUMBING &amp; HEATING, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
2/21/2012	884602	1,107.95		
			MATERIAL BACKFLOW REPLACEMENT	832.95
			LABOR FOR BACKFLOW REPLACEMENT	255.00
			BACKFLOW TESTING-ZONE M	20.00
2/27/2012	884638	1,290.90		
			BACKFLOW DEVICE TEST-STN 91	40.00
			BACKFLOW DEVICE TESTS-ANIMAL	80.00
			BACKFLOW DEVICE TESTS-PSB	100.00
			BACKFLOW TESTING-CFD #1	100.00
			BACKFLOW TESTING-PARKS	40.00
			BACKFLOW TESTING-PARKS	140.00
			BACKFLOW TESTING-PARKS	790.90
<b>Vendor Total</b>		<b>2,398.85</b>		

<b>FYTD for E.R. BLOCK PLUMBING &amp; HEATING, INC.</b>	<b>33,545.54</b>
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>EASTERN MUNICIPAL WATER DISTRICT</b>				
			<u>Remit to:</u> <b>PERRIS</b>	<b>CA</b>
2/6/2012	211193	13,325.18		
			WATER CHARGES	118.14
			WATER CHARGES	395.73
			WATER CHARGES	5,435.42
			WATER CHARGES	181.11
			WATER CHARGES	1,772.84
			WATER CHARGES	2,343.71
			WATER CHARGES	2,445.57
			WATER CHARGES	32.62
			WATER CHARGES	100.47
			WATER CHARGES	262.60
			WATER CHARGES	236.97
2/27/2012	211457	12,531.52		
			WATER CHARGES	3,751.25
			WATER CHARGES	1,547.83
			WATER CHARGES	321.09
			WATER CHARGES	473.91
			WATER CHARGES	2,313.19
			WATER CHARGES	164.40
			WATER CHARGES	494.50
			WATER CHARGES	286.35
			WATER CHARGES	632.57
			WATER CHARGES	2,182.00
			WATER CHARGES	264.60
			WATER CHARGES	99.83
<b>Vendor Total</b>		<b>25,856.70</b>		

<b>FYTD for EASTERN MUNICIPAL WATER DISTRICT</b>	<b>1,020,693.69</b>
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# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ECONOLITE TRAFFIC ENGINEERING / MAINT.</b>				
2/13/2012	211287	60.00	Remit to: <b>ANAHEIM</b> <b>CA</b> REIMB OF PROJECT BID DOCS	60.00
<b>Vendor Total</b>		<b>60.00</b>		
<b>FYTD for ECONOLITE TRAFFIC ENGINEERING / MAINT.</b>		<b>60.00</b>		
<b>EDGELANE MOBILE PARK</b>				
2/21/2012	884603	44.76	Remit to: <b>LOS ANGELES</b> <b>CA</b> REFUND-UUT USER TAXES	44.76
<b>Vendor Total</b>		<b>44.76</b>		
<b>FYTD for EDGELANE MOBILE PARK</b>		<b>319.51</b>		
<b>EDGEMONT COMMUNITY SERVICES DISTRICT</b>				
2/21/2012	211388	757.14	Remit to: <b>RIVERSIDE</b> <b>CA</b> ANNUAL LIGHTING USER FEES ANNUAL SEWER USER FEES	652.14 105.00
<b>Vendor Total</b>		<b>757.14</b>		
<b>FYTD for EDGEMONT COMMUNITY SERVICES DISTRICT</b>		<b>757.14</b>		
<b>EES CONSULTING, INC.</b>				
2/21/2012	211389	8,260.00	Remit to: <b>KIRKLAND</b> <b>WA</b> CONSULTING SERVICES	8,260.00
<b>Vendor Total</b>		<b>8,260.00</b>		
<b>FYTD for EES CONSULTING, INC.</b>		<b>8,260.00</b>		
<b>EGGERSTEN, ANNE</b>				
2/6/2012	211194	320.43	Remit to: <b>RANCHO MIRAGE</b> <b>CA</b> RETIREE MED FEB '12	320.43
<b>Vendor Total</b>		<b>320.43</b>		
<b>FYTD for EGGERSTEN, ANNE</b>		<b>2,594.82</b>		
<b>ELROD FENCE CO.</b>				
2/27/2012	211458	42.38	Remit to: <b>RIVERSIDE</b> <b>CA</b> REFUND-BUS LIC OVERPYMNT	42.38
<b>Vendor Total</b>		<b>42.38</b>		
<b>FYTD for ELROD FENCE CO.</b>		<b>42.38</b>		
<b>EMERGENT BATTERY TECHNOLOGIES</b>				
2/13/2012	211288	8,334.46	Remit to: <b>YORBA LINDA</b> <b>CA</b> BATTERY BACK UP-TRAFFIC SGNL	8,334.46
<b>Vendor Total</b>		<b>8,334.46</b>		
<b>FYTD for EMERGENT BATTERY TECHNOLOGIES</b>		<b>19,928.36</b>		



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<b>ENCO UTILITY SERVICES MORENO VALLEY LLC</b>				
			<u>Remit to:</u> <b>ANAHEIM</b>	<b>CA</b>
2/6/2012	884473	1,505.63		
			NASON BRIDGE CONDUIT INSTALLTN	363.60
			NASON BRIDGE TO FIR ST. BB	454.50
			EUCALYPTUS AVE ST LIGHT EXT.	272.70
			MOR BEACH BRIDGE TO EUCALYP BB	133.34
			HEACOCK ST BRIDGE NEW CONDUITS	281.49
2/27/2012	884639	1,638.24		
			METER FEES FOR SOLAR CUSTOMER	474.00
			METER FEES FOR SOLAR CUSTOMER	474.00
			METER FEES FOR SOLAR CUSTOMER	474.00
			NASON TO IRIS NEW SL SYSTEM	216.24
<b>Vendor Total</b>		<b>3,143.87</b>		
<b>FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC</b>		<b>1,887,803.08</b>		
<b>ENVIRONMENTAL &amp; REGULATORY SPECIALST,INC</b>				
			<u>Remit to:</u> <b>NEWPORT BEACH</b>	<b>CA</b>
2/21/2012	884605	1,740.00		
			PROFESSIONAL SVCS/OCT-DEC11	1,740.00
<b>Vendor Total</b>		<b>1,740.00</b>		
<b>FYTD for ENVIRONMENTAL &amp; REGULATORY SPECIALST,INC</b>		<b>1,740.00</b>		
<b>ESKEL/PORTER CONSULTING, INC.</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b>	<b>CA</b>
2/27/2012	884640	4,960.00		
			CRM UPGRADE CONSULTING SERVICE	4,290.00
			CRM UPGRADE CONSULTING SERVICE	40.00
			CRM CONSULTING SERVICES	630.00
<b>Vendor Total</b>		<b>4,960.00</b>		
<b>FYTD for ESKEL/PORTER CONSULTING, INC.</b>		<b>8,095.00</b>		
<b>ESRI, INC.</b>				
			<u>Remit to:</u> <b>REDLANDS</b>	<b>CA</b>
2/21/2012	884606	23,940.84		
				186.59
			7020 #52384 ARCINFO CONCURRENT	3,000.00
			7030 MATERIA 52385 ARCINFO	3,600.00
			7040 #87194 ARCVIEW CONCURRENT	700.00
			7050 #87195 ARCVIEW CONCURRENT	2,500.00
			7060 #87232 ARCGIS SPATIAL	500.00
			7070 #100571 ARCGIS NETWORK	500.00
			7080 #87198 ARCGIS 3D ANALYST	500.00
			7090 #87193 ARCVIEW SINGLE USE	400.00
			7100 #87193 ARCVIEW SINGLE USE	900.00
			7110 #109215 ARCGIS SERVICER	10,000.00
			CALIF SALES TAX	1,154.25
<b>Vendor Total</b>		<b>23,940.84</b>		
<b>FYTD for ESRI, INC.</b>		<b>23,940.84</b>		



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<b>EVANS ENGRAVING &amp; AWARDS</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/21/2012	884607	61.41		
			PLAQUE-EMPLOYEE OF THE QTR	35.55
			NAMEPLATES/BADGES-PARKS	25.86
<b>Vendor Total</b>		<b>61.41</b>		
<b>FYTD for EVANS ENGRAVING &amp; AWARDS</b>		<b>1,124.47</b>		
<b>EWING IRRIGATION PRODUCTS, INC.</b>				
			<u>Remit to:</u> <b>PHOENIX</b> <b>AZ</b>	
2/13/2012	211289	114.43		
			IRRIGATION PARTS/SUPPLY-PARKS	114.43
2/21/2012	211390	96.87		
			IRRIGATION PARTS/SUPPLY-PARKS	96.87
<b>Vendor Total</b>		<b>211.30</b>		
<b>FYTD for EWING IRRIGATION PRODUCTS, INC.</b>		<b>10,676.40</b>		
<b>EXCEL LANDSCAPE, INC</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
2/21/2012	211391	2,777.17		
			LANDSCAPE MAINT-ZONE E-7	2,777.17
2/27/2012	211460	5,396.99		
			LANDSCAPE MAINT-WQCB	5,396.99
<b>Vendor Total</b>		<b>8,174.16</b>		
<b>FYTD for EXCEL LANDSCAPE, INC</b>		<b>65,649.79</b>		
<b>FACILITY BUILDER &amp; ERECTORS, INC</b>				
			<u>Remit to:</u> <b>ANAHEIM</b> <b>CA</b>	
2/27/2012	211461	75.00		
			REFUND-BUS LIC OVERPYMNT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for FACILITY BUILDER &amp; ERECTORS, INC</b>		<b>75.00</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>FAIR HOUSING COUNCIL OF RIV CO, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/6/2012	884474	4,918.33		
			CDBG SVCS-LNDLRD MEDIATN PRGRM	1,240.99
			CDBG SVCS-FRCLSR/MITIG PROGRAM	1,820.62
			CDBG SVCS-FRCLSR/MITIG PROGRAM	1,856.72
2/27/2012	884641	12,141.34		
			CDBG SVCS-LNDLRD MEDIATN PRGRM	1,002.92
			CDBG SVCS-LNDLRD MEDIATN PRGRM	1,073.97
			CDBG SVCS-LNDLRD MEDIATN PRGRM	967.95
			CDBG SVCS-LNDLRD MEDIATN PRGRM	1,035.35
			CDBG SVCS-LNDLRD MEDIATN PRGRM	1,016.03
			CDBG SVCS-LNDLRD MEDIATN PRGRM	1,055.07
			CDBG SVCS-FAIR HOUSNG/REIMB#5	2,185.86
			CDBG SVCS-FAIR HOUSNG/REIMB#6	2,140.12
			CDBG SVCS-FRCLSR/MITIG PROGRAM	1,664.07
<b>Vendor Total</b>		<b>17,059.67</b>		
<b>FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.</b>		<b>50,391.35</b>		
<b>FAIRWAY LANDSCAPE &amp; IRRIGATION, INC</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/27/2012	211463	47.07		
			REFUND-BUS. LIC OVRPMT	47.07
<b>Vendor Total</b>		<b>47.07</b>		
<b>FYTD for FAIRWAY LANDSCAPE &amp; IRRIGATION, INC</b>		<b>47.07</b>		
<b>FAMILY FISH MARKET</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	211195	90.76		
			REFUND-BUS. LIC OVRPMT	90.76
<b>Vendor Total</b>		<b>90.76</b>		
<b>FYTD for FAMILY FISH MARKET</b>		<b>90.76</b>		
<b>FEENSTRA, JOHN</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
2/6/2012	884475	361.25		
			RETIREE MED FEB '12	361.25
<b>Vendor Total</b>		<b>361.25</b>		
<b>FYTD for FEENSTRA, JOHN</b>		<b>2,890.00</b>		
<b>FIRST AMERICAN CORE LOGIC, INC.</b>				
			<u>Remit to:</u> <b>SANTA ANA</b> <b>CA</b>	
2/6/2012	211196	472.00		
			ONLINE PROPERTY INFO-CODE	211.00
			ONLINE PROPERTY INFO-CEDD	91.00
			ONLINE PROPERTY INFO-NSP	170.00
<b>Vendor Total</b>		<b>472.00</b>		
<b>FYTD for FIRST AMERICAN CORE LOGIC, INC.</b>		<b>4,706.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>FIRST CHOICE SERVICES</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
2/27/2012	884642	923.86		
			COFFEE SVCS-EMPLOYEE PAID	37.98
			COFFEE SVCS-EMPLOYEE PAID	147.41
			COFFEE SVCS-EMPLOYEE PAID	265.19
			COFFEE SVCS-EMPLOYEE PAID	110.20
			COFFEE SVCS-EMPLOYEE PAID	82.84
			COFFEE SVCS-EMPLOYEE PAID	202.29
			COFFEE SVCS-EMPLOYEE PAID	24.00
			COFFEE SVCS-EMPLOYEE PAID	53.95
<b>Vendor Total</b>		<b>923.86</b>		
<b>FYTD for FIRST CHOICE SERVICES</b>		<b>6,119.45</b>		
<b>FITNESS 19 CA 155 11C</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/27/2012	211464	224.00		
			GYM MEMBERSHIP DEDUCTIONS	224.00
<b>Vendor Total</b>		<b>224.00</b>		
<b>FYTD for FITNESS 19 CA 155 11C</b>		<b>1,808.00</b>		
<b>FLOREZ, ROBERT</b>				
			Remit to: <b>SUN CITY</b>	<b>CA</b>
2/6/2012	211197	364.00		
			TUITION FEE REIMBURSEMENT	364.00
<b>Vendor Total</b>		<b>364.00</b>		
<b>FYTD for FLOREZ, ROBERT</b>		<b>450.80</b>		
<b>FONTAINE, CLAIRE/JERRY</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/13/2012	211291	20.00		
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for FONTAINE, CLAIRE/JERRY</b>		<b>20.00</b>		
<b>FORM PRINT COMPANY FPC GRAPHICS</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/27/2012	211465	1,292.03		
			RECEIPT BOOKS	1,199.10
			TAX	92.93
<b>Vendor Total</b>		<b>1,292.03</b>		
<b>FYTD for FORM PRINT COMPANY FPC GRAPHICS</b>		<b>4,321.97</b>		
<b>FOSTER, NANCY A.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	884476	318.73		
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for FOSTER, NANCY A.</b>		<b>2,549.84</b>		



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<b>FRANCHISE TAX BOARD</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
2/13/2012	211292	184.07		
			GARNISHMENT	159.07
			GARNISHMENT	25.00
2/27/2012	211466	328.12		
			GARNISHMENT	328.12
<b>Vendor Total</b>		<b>512.19</b>		
<b>FYTD for FRANCHISE TAX BOARD</b>		<b>5,217.60</b>		
<b>FRANKLIN, L. C.</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
2/13/2012	211293	202.58		
			MILEAGE REIMBURSEMENT	202.58
<b>Vendor Total</b>		<b>202.58</b>		
<b>FYTD for FRANKLIN, L. C.</b>		<b>1,307.75</b>		
<b>FRED'S GLASS &amp; MIRROR, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/6/2012	211198	668.27		
			REPAIRS TO INSTALL GLASS-ESA	668.27
2/13/2012	211294	2,584.59		
			EMERGENCY BOARD-UP-EOC	860.66
			EMERGENCY BOARD-UP-TS ANNX	1,723.93
<b>Vendor Total</b>		<b>3,252.86</b>		
<b>FYTD for FRED'S GLASS &amp; MIRROR, INC.</b>		<b>3,595.09</b>		
<b>FUEL AND FLAME MINISTRY</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/13/2012	211295	500.00		
			REFUND-1/21/12 RENTAL DEPOSIT	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for FUEL AND FLAME MINISTRY</b>		<b>980.00</b>		
<b>GALLS INC., INLAND UNIFORM</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/27/2012	211467	900.66		
			UNIFORMS-POLICE TRAFFIC	438.53
			UNIFORMS-POLICE TRAFFIC	438.53
			UNIFORMS-POLICE TRAFFIC	23.60
<b>Vendor Total</b>		<b>900.66</b>		
<b>FYTD for GALLS INC., INLAND UNIFORM</b>		<b>6,272.10</b>		
<b>GARCIA, ANGEL</b>				
			Remit to: <b>SAN JACINTO</b>	<b>CA</b>
2/13/2012	211296	95.00		
			REFUND-RABIES & SN DEPOSITS	20.00
			REFUND-RABIES & SN DEPOSITS	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for GARCIA, ANGEL</b>		<b>95.00</b>		



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<b>GARCIA, MARIVEL</b>				
			Remit to: <b>POMONA</b>	<b>CA</b>
2/13/2012	211297	3,724.00		
			FEDERAL RELOCATION ASSISTANCE	2,724.00
			FEDERAL RELOCATION ASSISTANCE	1,000.00
<b>Vendor Total</b>		<b>3,724.00</b>		
<b>FYTD for GARCIA, MARIVEL</b>		<b>3,724.00</b>		
<b>GENERAL SECURITY SERVICES, INC.</b>				
			Remit to: <b>WILMINGTON</b>	<b>CA</b>
2/6/2012	211199	674.96		
			SECURITY SVCS-TWNGTE SPCL EVNT	260.78
			SECURITY SVCS-TWNGTE SPCL EVNT	107.38
			SECURITY SVCS-CITY HALL	306.80
2/13/2012	211298	674.97		
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-SENIOR CTR	214.77
			SECURITY SVCS-SENIOR CTR	153.40
2/21/2012	211392	1,480.31		
			SECURITY SVCS-CITY HALL	314.47
			SECURITY SVCS-CITY HALL	122.72
			SECURITY SVCS-CITY HALL	245.44
			SECURITY SVCS-CITY HALL	122.72
			SECURITY SVCS-CITY HALL	122.72
			SECURITY SVCS-MVU ANNEX	276.12
			SECURITY SVCS-MVU ANNEX	276.12
2/27/2012	211468	1,311.57		
			SECURITY SVCS-TWNGATE RENTALS	46.02
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	345.15
<b>Vendor Total</b>		<b>4,141.81</b>		
<b>FYTD for GENERAL SECURITY SERVICES, INC.</b>		<b>36,179.46</b>		
<b>GFOA-GOVERNMENT FINANCE OFFICERS ASSOC.</b>				
			Remit to: <b>CHICAGO</b>	<b>IL</b>
2/21/2012	211393	580.00		
			FEE-CERT OF ACHVMNT AWRD PRGM	580.00
<b>Vendor Total</b>		<b>580.00</b>		
<b>FYTD for GFOA-GOVERNMENT FINANCE OFFICERS ASSOC.</b>		<b>580.00</b>		
<b>GHANTIWALA, PRAVIN</b>				
			Remit to: <b>WALNUT</b>	<b>CA</b>
2/13/2012	884564	3,420.00		
			ELECTRICAL ENGINEERING SVC-MVU	3,420.00
2/21/2012	884608	3,420.00		
			ELECTRICAL ENGINEERING SVCS	3,420.00
<b>Vendor Total</b>		<b>6,840.00</b>		
<b>FYTD for GHANTIWALA, PRAVIN</b>		<b>20,520.00</b>		



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<b>GIBBS, GIDEN, LOCHER, TURNER &amp; SENET LLP</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b> <b>CA</b>	
2/6/2012	884477	807.62	LEGAL SVCS	807.62
2/27/2012	884643	370.50	LEGAL SVCS	370.50
<b>Vendor Total</b>		<b>1,178.12</b>		
<b>FYTD for GIBBS, GIDEN, LOCHER, TURNER &amp; SENET LLP</b>		<b>207,418.28</b>		
<b>GILLESPIE REPORTING AND DOCUMENT MANGT</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/21/2012	211394	576.50	TRANSCRPT COPIES-JAUREGUI CASE	576.50
<b>Vendor Total</b>		<b>576.50</b>		
<b>FYTD for GILLESPIE REPORTING AND DOCUMENT MANGT</b>		<b>576.50</b>		
<b>GONZALEZ, CLEMENTINA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/27/2012	211469	3,084.00	FEDERAL RELOCATION ASSISTANCE	3,084.00
<b>Vendor Total</b>		<b>3,084.00</b>		
<b>FYTD for GONZALEZ, CLEMENTINA</b>		<b>4,259.00</b>		
<b>GONZALEZ, MANUEL</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/13/2012	211299	200.00	REFUND-1/28/12 RENTAL DEPOSIT	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for GONZALEZ, MANUEL</b>		<b>200.00</b>		
<b>GORDON, CYNTHIA</b>				
			<u>Remit to:</u> <b>MURRIETA</b> <b>CA</b>	
2/6/2012	884478	574.17	RETIREE MED NOV-DEC11,PD FEB12	574.17
<b>Vendor Total</b>		<b>574.17</b>		
<b>FYTD for GORDON, CYNTHIA</b>		<b>1,659.22</b>		
<b>GOZDECKI, DAN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	884479	567.00	INSTRUCTOR SVCS-KUNG FU/YOUTH	432.00
			INSTRUCTOR SVCS-KUNG FU/ADULT	135.00
<b>Vendor Total</b>		<b>567.00</b>		
<b>FYTD for GOZDECKI, DAN</b>		<b>4,663.13</b>		



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<b>GREENE, MATTHEW</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
2/6/2012	211200	18.00	SPORTS OFFICIATING SVCS	36.00
			50% WITHHOLDING FOR CSS ORDER	-18.00
2/21/2012	211395	63.00	SPORTS OFFICIATING SVCS	72.00
			50% WITHHOLDING FOR CSS ORDER	-36.00
			SPORTS OFFICIATING SVCS	54.00
			50% WITHHOLDING FOR CSS ORDER	-27.00
2/27/2012	211470	45.00	SPORTS OFFICIATING SVCS	90.00
			50% WITHHOLDING FOR CSS ORDER	-45.00
<b>Vendor Total</b>		<b>126.00</b>		
<b>FYTD for GREENE, MATTHEW</b>		<b>882.00</b>		
<b>GREENSTONE MATERIALS</b>				
			<u>Remit to:</u> <b>PERRIS CA</b>	
2/27/2012	211471	94.00	DISPOSAL OF CONCRETE & ASPHALT	94.00
<b>Vendor Total</b>		<b>94.00</b>		
<b>FYTD for GREENSTONE MATERIALS</b>		<b>604.00</b>		
<b>GRIFFIN, MARLENE C</b>				
			<u>Remit to:</u> <b>GREEN VALLEY AZ</b>	
2/6/2012	884480	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for GRIFFIN, MARLENE C</b>		<b>2,549.84</b>		
<b>GUARDSMARK</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA CA</b>	
2/6/2012	211201	15,015.80	SECURITY SVCS-MVU SUBSTATION	1,607.40
			SECURITY SVCS-MVU SUBSTATION	2,250.36
			SECURITY SVCS-MVU SUBSTATION	2,250.36
			SECURITY SVCS-MVU SUBSTATION	2,156.60
			SECURITY SVCS-MVU SUBSTATION	2,250.36
			SECURITY SVCS-MVU SUBSTATION	2,250.36
			SECURITY SVCS-MVU SUBSTATION	2,250.36
2/21/2012	211396	1,982.46	SECURITY SVCS-MVU SUBSTATION	642.96
			SECURITY SVCS-CITY HALL	357.20
			SECURITY SVCS-CITY HALL	357.20
			SECURITY SVCS-CITY HALL	267.90
			SECURITY SVCS-CITY HALL	357.20
<b>Vendor Total</b>		<b>16,998.26</b>		
<b>FYTD for GUARDSMARK</b>		<b>18,427.06</b>		



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<b>GUILIANO, MARIA</b>				
			<u>Remit to:</u> <b>TEMECULA</b> <b>CA</b>	
2/27/2012	211472	276.00		
			INSTRUCTOR SVCS-ZUMBA	108.00
			INSTRUCTOR SVCS-ZUMBA	48.00
			INSTRUCTOR SVCS-ZUMBA	120.00
	<b>Vendor Total</b>	<b>276.00</b>		
<b>FYTD for GUILIANO, MARIA</b>		<b>980.40</b>		
<b>GUILLAN, REBECCA S.</b>				
			<u>Remit to:</u> <b>ADVANCE</b> <b>NC</b>	
2/6/2012	884481	285.20		
			RETIREE MED JAN12, PD FEB12	285.20
	<b>Vendor Total</b>	<b>285.20</b>		
<b>FYTD for GUILLAN, REBECCA S.</b>		<b>2,214.89</b>		
<b>GUILLEN, RUTH</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	884482	61.75		
			RETIREE MED JAN12, PD FEB12	61.75
	<b>Vendor Total</b>	<b>61.75</b>		
<b>FYTD for GUILLEN, RUTH</b>		<b>484.15</b>		
<b>GUTIERREZ, ROBERT</b>				
			<u>Remit to:</u> <b>LA VERNE</b> <b>CA</b>	
2/6/2012	884483	318.73		
			RETIREE MED FEB '12	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for GUTIERREZ, ROBERT</b>		<b>2,549.84</b>		
<b>GUZMAN'S CART SERVICE</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/21/2012	884609	4,049.00		
			SHOPPING CART RETRIEVAL SVC	4,049.00
	<b>Vendor Total</b>	<b>4,049.00</b>		
<b>FYTD for GUZMAN'S CART SERVICE</b>		<b>32,392.00</b>		
<b>H P COMMUNICATIONS, INC</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
2/27/2012	211473	25.00		
			REFUND-BUS LIC OVERPYMNT	25.00
	<b>Vendor Total</b>	<b>25.00</b>		
<b>FYTD for H P COMMUNICATIONS, INC</b>		<b>25.00</b>		



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<b>HAAS, MINA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	211202	186.00		
			INSTRUCTOR SVCS-BODY SCULPTING	126.00
			INSTRUCTOR SVCS-BODY SCULPTING	60.00
2/27/2012	211474	204.60		
			INSTRUCTOR SVCS-BODY SCULPTING	105.00
			INSTRUCTOR SVCS-BODY SCULPTING	99.60
<b>Vendor Total</b>		<b>390.60</b>		
<b>FYTD for HAAS, MINA</b>		<b>2,362.20</b>		
<b>HABITAT FOR HUMANITY RIVERSIDE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/6/2012	211203	2,762.38		
			CDBG SVCS-MOBILEHOME RPR PRGM	913.20
			CDBG SVCS-MOBILEHOME RPR PRGM	851.24
			CDBG SVCS-MOBILEHOME RPR PRGM	997.94
<b>Vendor Total</b>		<b>2,762.38</b>		
<b>FYTD for HABITAT FOR HUMANITY RIVERSIDE</b>		<b>11,453.14</b>		
<b>HAMBURG, IRENE</b>				
			Remit to: <b>OTIS</b>	<b>OR</b>
2/6/2012	884484	628.28		
			RETIREE MED NOV-DEC11,PD FEB12	628.28
<b>Vendor Total</b>		<b>628.28</b>		
<b>FYTD for HAMBURG, IRENE</b>		<b>2,522.30</b>		
<b>HAMLIN, WILLIAM R.</b>				
			Remit to: <b>BEAUMONT</b>	<b>CA</b>
2/6/2012	884485	318.73		
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HAMLIN, WILLIAM R.</b>		<b>2,549.84</b>		
<b>HANES, MARTIN D.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	884486	318.73		
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HANES, MARTIN D.</b>		<b>2,549.84</b>		
<b>HARDING, JOHN S.</b>				
			Remit to: <b>BANNING</b>	<b>CA</b>
2/6/2012	211204	318.73		
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HARDING, JOHN S.</b>		<b>2,549.84</b>		





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<b>HARTMANN, RICK</b>				
			<u>Remit to:</u> <b>SAN DIMAS</b> <b>CA</b>	
2/6/2012	211205	318.73	RETIREE MED FEB '12	318.73
2/27/2012	211543	13,600.00	CONSULTANT SVCS-INTERIM PW DIR	13,600.00
<b>Vendor Total</b>		<b>13,918.73</b>		
<b>FYTD for HARTMANN, RICK</b>		<b>31,174.84</b>		
<b>HATFIELD, CHARLES</b>				
			<u>Remit to:</u> <b>LAS VEGAS</b> <b>NV</b>	
2/6/2012	884487	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HATFIELD, CHARLES</b>		<b>2,868.57</b>		
<b>HDL/HINDERLITER DE LLAMAS &amp; ASSOCIATES</b>				
			<u>Remit to:</u> <b>DIAMOND BAR</b> <b>CA</b>	
2/27/2012	211476	1,073.86	CONTRACT SVCS-SALES TAX 1ST QT	900.00
			AUDIT SVCS-SALES TAX	173.86
<b>Vendor Total</b>		<b>1,073.86</b>		
<b>FYTD for HDL/HINDERLITER DE LLAMAS &amp; ASSOCIATES</b>		<b>6,158.27</b>		
<b>HEFFLEY, ROSS W.</b>				
			<u>Remit to:</u> <b>HEMET</b> <b>CA</b>	
2/6/2012	884488	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HEFFLEY, ROSS W.</b>		<b>2,549.84</b>		
<b>HERRICK, ROBERT D.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	211206	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HERRICK, ROBERT D.</b>		<b>2,549.84</b>		
<b>HEYMING &amp; JOHNSON, INC</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/27/2012	211477	20.75	REFUND-BUS LIC OVERPYMNT	20.75
<b>Vendor Total</b>		<b>20.75</b>		
<b>FYTD for HEYMING &amp; JOHNSON, INC</b>		<b>20.75</b>		



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<b>HOGARD, JOHN T.</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
2/6/2012	884489	650.00	RETIREE MED JUL-DEC11,PD FEB12	650.00
<b>Vendor Total</b>		<b>650.00</b>		
<b>FYTD for HOGARD, JOHN T.</b>		<b>1,000.00</b>		
<b>HONDA YAMAHA OF REDLANDS</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
2/6/2012	884490	292.21	MOTORCYCLE MAINT/REPAIR-POLICE	70.75
			MOTORCYCLE PARTS-POLICE	221.46
2/21/2012	884610	4,659.73	MOTORCYCLE MAINT/REPAIR-POLICE	28.00
			MOTORCYCLE PARTS-POLICE	52.31
			MOTORCYCLE MAINT/REPAIR-POLICE	661.50
			MOTORCYCLE PARTS-POLICE	451.99
			MOTORCYCLE MAINT/REPAIR-POLICE	122.50
			MOTORCYCLE PARTS-POLICE	362.44
			MOTORCYCLE MAINT/REPAIR-POLICE	84.00
			MOTORCYCLE PARTS-POLICE	146.17
			MOTORCYCLE MAINT/REPAIR-POLICE	99.75
			MOTORCYCLE PARTS-POLICE	241.93
			MOTORCYCLE MAINT/REPAIR-POLICE	220.50
			MOTORCYCLE PARTS-POLICE	463.66
			MOTORCYCLE MAINT/REPAIR-POLICE	203.00
			MOTORCYCLE PARTS-POLICE	530.32
			MOTORCYCLE MAINT/REPAIR-POLICE	154.00
			MOTORCYCLE PARTS-POLICE	371.01
			MOTORCYCLE MAINT/REPAIR-POLICE	122.50
			MOTORCYCLE PARTS-POLICE	344.15
2/27/2012	884645	131.45	MOTORCYCLE PARTS-POLICE	105.59
			MOTORCYCLE PARTS-POLICE	25.86
<b>Vendor Total</b>		<b>5,083.39</b>		
<b>FYTD for HONDA YAMAHA OF REDLANDS</b>		<b>29,067.24</b>		
<b>HOUSER, EDITH E.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	211207	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HOUSER, EDITH E.</b>		<b>2,549.84</b>		
<b>HYDRO-SCAPE PRODUCTS, INC</b>				
			<u>Remit to:</u> <b>SAN DIEGO</b> <b>CA</b>	
2/27/2012	211478	57.26	REFUND-BUS LIC OVERPYMNT	57.26
<b>Vendor Total</b>		<b>57.26</b>		
<b>FYTD for HYDRO-SCAPE PRODUCTS, INC</b>		<b>57.26</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>I.E. BIKES, INC.</b>				
			<u>Remit to:</u> <b>MURRIETA</b>	<b>CA</b>
2/21/2012	211397	1,004.36		
			BICYCLE PARTS-POP TEAM	544.73
			BICYCLE MAINT/REPAIR-POP TEAM	65.00
			BICYCLE MAINT/REPAIR-POP TEAM	65.00
			BICYCLE MAINT/REPAIR-POP TEAM	65.00
			BICYCLE PARTS-POP TEAM	28.00
			BICYCLE MAINT/REPAIR-POP TEAM	65.00
			BICYCLE PARTS-POP TEAM	74.32
			BICYCLE MAINT/REPAIR-POP TEAM	65.00
			BICYCLE PARTS-POP TEAM	32.31
<b>Vendor Total</b>		<b>1,004.36</b>		
<b>FYTD for I.E. BIKES, INC.</b>		<b>1,004.36</b>		
<b>ICL INVESTMENTS</b>				
			<u>Remit to:</u> <b>MISSION VIEJO</b>	<b>CA</b>
2/27/2012	211479	34.57		
			REFUND-BUS LIC OVERPYMNT	34.57
<b>Vendor Total</b>		<b>34.57</b>		
<b>FYTD for ICL INVESTMENTS</b>		<b>34.57</b>		
<b>ICMA RETIREMENT CORP 457</b>				
			<u>Remit to:</u> <b>BALTIMORE</b>	<b>MD</b>
2/10/2012	3023	8,511.99		
			DEF COMP 457 2/10/12	8,511.99
2/24/2012	3031	8,511.99		
			DEF COMP 457 2/24/12	8,511.99
<b>Vendor Total</b>		<b>17,023.98</b>		
<b>FYTD for ICMA RETIREMENT CORP 457</b>		<b>181,587.85</b>		
<b>ICR DOORS</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO</b>	<b>CA</b>
2/6/2012	211262	390.00		
			AUTO GATE MAINT-PSB	160.00
			AUTO GATE MAINT-PSB	35.00
			AUTO GATE MAINT-FS#91	195.00
2/13/2012	884565	440.75		
			AUTO GATE MAINT-FS#48	440.75
2/21/2012	884611	100.00		
			ROLL-UP DOOR MAINT-FACILITIES	33.00
			ROLL-UP DOOR MAINT-TECH SVCS	33.00
			ROLL-UP DOOR MAINT-SDA	34.00
<b>Vendor Total</b>		<b>930.75</b>		
<b>FYTD for ICR DOORS</b>		<b>1,901.75</b>		



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<b>IL SORRENTO MOBILE PARK</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/13/2012	211300	176.40		
			REFUND-UUT USER TAXES	176.40
<b>Vendor Total</b>		<b>176.40</b>		
<b>FYTD for IL SORRENTO MOBILE PARK</b>		<b>669.41</b>		
<b>ING USA ANNUITY &amp; LIFE INSURANCE CO.</b>				
			<u>Remit to:</u> <b>DES MOINES</b> <b>IA</b>	
2/13/2012	211301	400.00		
			NON-EXEMPT ANNUITY	400.00
<b>Vendor Total</b>		<b>400.00</b>		
<b>FYTD for ING USA ANNUITY &amp; LIFE INSURANCE CO.</b>		<b>3,425.00</b>		
<b>INLAND CONTRACTORS, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/6/2012	884492	1,011.50		
			NUISANCE ABATEMENT-CODE	638.00
			NUISANCE ABATEMENT-CODE	209.70
			NUISANCE ABATEMENT-CODE	163.80
2/13/2012	884566	408.60		
			NUISANCE ABATEMENT-CODE	408.60
<b>Vendor Total</b>		<b>1,420.10</b>		
<b>FYTD for INLAND CONTRACTORS, INC.</b>		<b>31,063.40</b>		
<b>INLAND EMPIRE PROPERTY SERVICE, INC</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	884493	427.00		
			NUISANCE ABATEMENT-CODE	102.00
			NUISANCE ABATEMENT-CODE	325.00
<b>Vendor Total</b>		<b>427.00</b>		
<b>FYTD for INLAND EMPIRE PROPERTY SERVICE, INC</b>		<b>57,768.13</b>		
<b>INLAND EMPIRE SMALL BUSINESS DEV.CENTER</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO</b> <b>CA</b>	
2/27/2012	211480	12,500.00		
			SMALL BUSINESS COUNSELING SVCS	12,500.00
<b>Vendor Total</b>		<b>12,500.00</b>		
<b>FYTD for INLAND EMPIRE SMALL BUSINESS DEV.CENTER</b>		<b>37,500.00</b>		
<b>INSIDE PLANTS, INC.</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
2/6/2012	884494	320.00		
			PLANT MAINTENANCE-CRC	320.00
<b>Vendor Total</b>		<b>320.00</b>		
<b>FYTD for INSIDE PLANTS, INC.</b>		<b>2,560.00</b>		



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<b>IRON MOUNTAIN OFF-SITE DATA PROTECTION</b>				
			<u>Remit to:</u> <b>CERRITOS</b> <b>CA</b>	
2/21/2012	211398	853.79		
			DATA TAPE OFFSITE STORAGE	853.79
<b>Vendor Total</b>		<b>853.79</b>		
<b>FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION</b>		<b>7,225.38</b>		
<b>ISG INFRASYS</b>				
			<u>Remit to:</u> <b>LAWRENCEVILLE</b> <b>GA</b>	
2/21/2012	211399	2,314.65		
			THERMAL IMAGING CAMERA REPAIR	1,219.65
			BATTERY/CHARGER COMBO KIT	500.00
			BATTERY REPAIR	595.00
<b>Vendor Total</b>		<b>2,314.65</b>		
<b>FYTD for ISG INFRASYS</b>		<b>3,303.06</b>		
<b>JANNEY &amp; JANNEY ATTORNEY SVCS, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/13/2012	211302	75.00		
			COURIER SVCS	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for JANNEY &amp; JANNEY ATTORNEY SVCS, INC.</b>		<b>1,164.00</b>		
<b>JDEDGE SOFTWARE, LLC</b>				
			<u>Remit to:</u> <b>KRUGERVILLE</b> <b>TX</b>	
2/6/2012	884495	9,310.60		
			CONSULTANT SVCS-TECH SVCS	7,600.00
			CONSULTANT SVCS-TECH SVCS	1,710.60
2/21/2012	884612	15,205.00		
			CONSULTANT SVCS	355.00
			CONSULTANT SVCS-OW SUPPORT	14,850.00
2/27/2012	884646	2,676.67		
			CONSULTANT SVCS-TECH SVCS	2,676.67
<b>Vendor Total</b>		<b>27,192.27</b>		
<b>FYTD for JDEDGE SOFTWARE, LLC</b>		<b>95,549.42</b>		
<b>JETER, DASHONDA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/27/2012	211481	47.00		
			REFUND-CANCELED CONTRACT CLASS	47.00
<b>Vendor Total</b>		<b>47.00</b>		
<b>FYTD for JETER, DASHONDA</b>		<b>47.00</b>		
<b>JFL ELECTRIC, INC.</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b> <b>CA</b>	
2/13/2012	211303	60.00		
			REIMB OF PROJECT BID DOCS	60.00
<b>Vendor Total</b>		<b>60.00</b>		
<b>FYTD for JFL ELECTRIC, INC.</b>		<b>95,319.18</b>		



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<b>JKB CORPORATION</b>				
			Remit to: <b>LA HABRA</b>	<b>CA</b>
2/27/2012	211482	49.30		
			REFUND-BUS LIC OVERPYMNT	49.30
<b>Vendor Total</b>		<b>49.30</b>		
<b>FYTD for JKB CORPORATION</b>		<b>94.11</b>		
<b>JONES, SUSAN</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	884496	318.73		
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for JONES, SUSAN</b>		<b>2,549.84</b>		
<b>K-12 SPECIALTIES, INC.</b>				
			Remit to: <b>SAN DIMAS</b>	<b>CA</b>
2/6/2012	884497	89.70		
			CARPET CLEANING MACHINE REPAIR	89.70
<b>Vendor Total</b>		<b>89.70</b>		
<b>FYTD for K-12 SPECIALTIES, INC.</b>		<b>2,236.46</b>		
<b>KDM MERIDIAN, INC.</b>				
			Remit to: <b>LAKE FOREST</b>	<b>CA</b>
2/6/2012	884498	847.50		
			ADA COMPLIANT CURB/RAMPS PROJ	847.50
2/13/2012	884567	460.00		
			REVISE LEGAL/PLAT-REDLANDS FS	460.00
<b>Vendor Total</b>		<b>1,307.50</b>		
<b>FYTD for KDM MERIDIAN, INC.</b>		<b>79,870.00</b>		
<b>KEENEY, GLORIA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	211210	30.00		
			REFUND-FALSE ALARM GRANTD APPL	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for KEENEY, GLORIA</b>		<b>30.00</b>		
<b>KING, PATRICIA A.</b>				
			Remit to: <b>LAS VEGAS</b>	<b>NV</b>
2/6/2012	211211	271.44		
			RETIREE MED FEB '12	271.44
<b>Vendor Total</b>		<b>271.44</b>		
<b>FYTD for KING, PATRICIA A.</b>		<b>2,150.16</b>		
<b>KOLB, CHARLES E.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	884499	318.73		
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KOLB, CHARLES E.</b>		<b>2,549.84</b>		



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<b>KOLLAR, KYLE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	884500	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KOLLAR, KYLE</b>		<b>2,549.84</b>		
<b>KRUEGER, KIMBERLEE</b>				
			<u>Remit to:</u> <b>TEMECULA</b> <b>CA</b>	
2/6/2012	211212	295.50	TUITION FEE REIMBURSEMENT	295.50
<b>Vendor Total</b>		<b>295.50</b>		
<b>FYTD for KRUEGER, KIMBERLEE</b>		<b>295.50</b>		
<b>KUPSAK, STEVE</b>				
			<u>Remit to:</u> <b>CEDAR GLEN</b> <b>CA</b>	
2/6/2012	884501	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KUPSAK, STEVE</b>		<b>956.19</b>		
<b>KUSTOM SIGNALS, INC.</b>				
			<u>Remit to:</u> <b>LENEXA</b> <b>KS</b>	
2/27/2012	211483	639.48	CALIBRATE/REPAIR LASER GUN-PD	233.00
			CALIBRATE/REPAIR LASER GUN-PD	200.00
			CALIBRATE/REPAIR LASER GUN-PD	206.48
<b>Vendor Total</b>		<b>639.48</b>		
<b>FYTD for KUSTOM SIGNALS, INC.</b>		<b>2,786.66</b>		
<b>KYLE, GARY M.</b>				
			<u>Remit to:</u> <b>PRESCOTT VALLEY</b> <b>AZ</b>	
2/6/2012	884502	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KYLE, GARY M.</b>		<b>2,549.84</b>		
<b>LA FOLLETTE, JOHNSON, DE HAAS, ET AL</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b> <b>CA</b>	
2/27/2012	211484	6,218.93	LEGAL SVCS	5,039.12
			LEGAL SVCS	1,179.81
<b>Vendor Total</b>		<b>6,218.93</b>		
<b>FYTD for LA FOLLETTE, JOHNSON, DE HAAS, ET AL</b>		<b>31,973.20</b>		
<b>LAFATA, JOSEPHINE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	884503	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LAFATA, JOSEPHINE</b>		<b>2,549.84</b>		



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<b>LANCE, SOLL &amp; LUNGHARD, LLP</b>				
2/13/2012	211304	21,384.00	Remit to: <b>BREA</b> CA CITY FINANCL AUDIT-Y/E FLDWRK	21,384.00
Vendor Total		<b>21,384.00</b>		
FYTD for LANCE, SOLL & LUNGHARD, LLP		<b>40,474.00</b>		
<b>LANGENDORF, BENJAMIN</b>				
2/6/2012	884504	509.18	Remit to: <b>PERRIS</b> CA RETIREE MED NOV-DEC11,PD FEB12	509.18
Vendor Total		<b>509.18</b>		
FYTD for LANGENDORF, BENJAMIN		<b>1,748.94</b>		
<b>LAUREL INSURANCE AGENCY</b>				
2/27/2012	211485	85.76	Remit to: <b>MORENO VALLEY</b> CA REFUND-BUS LIC OVERPYMNT	85.76
Vendor Total		<b>85.76</b>		
FYTD for LAUREL INSURANCE AGENCY		<b>85.76</b>		
<b>LAWN TECH EQUIPMENT</b>				
2/13/2012	884568	108.00	Remit to: <b>RIVERSIDE</b> CA EQUIPMENT REPAIRS	108.00
Vendor Total		<b>108.00</b>		
FYTD for LAWN TECH EQUIPMENT		<b>787.47</b>		
<b>LAWYERS TITLE COMPANY</b>				
2/27/2012	211486	500.00	Remit to: <b>NEWPORT BEACH</b> CA PRELIM. TITLE REPORT	500.00
Vendor Total		<b>500.00</b>		
FYTD for LAWYERS TITLE COMPANY		<b>530,524.12</b>		
<b>LAZARUS, MARGERY A.</b>				
2/21/2012	211400	102.68	Remit to: <b>CORONA</b> CA MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT	90.47 12.21
Vendor Total		<b>102.68</b>		
FYTD for LAZARUS, MARGERY A.		<b>383.49</b>		
<b>LE FEVER MATTSON PROPERTY MGMT</b>				
2/27/2012	211487	20.61	Remit to: <b>CITRUS HEIGHTS</b> CA REFUND-BUS LIC OVERPYMNT	20.61
Vendor Total		<b>20.61</b>		
FYTD for LE FEVER MATTSON PROPERTY MGMT		<b>20.61</b>		





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<b>LEW, CLARISSA</b>				
2/13/2012	211305	75.00	Remit to: <b>LOMA LINDA</b> <b>CA</b> REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for LEW, CLARISSA</b>		<b>75.00</b>		
<b>LEWIS, CAROLYN S.</b>				
2/6/2012	884505	318.73	Remit to: <b>BEAUMONT</b> <b>CA</b> RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LEWIS, CAROLYN S.</b>		<b>2,549.84</b>		
<b>LEWIS, STEPHANIE/MANU</b>				
2/6/2012	211214	20.00	Remit to: <b>MORENO VALLEY</b> <b>CA</b> REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for LEWIS, STEPHANIE/MANU</b>		<b>20.00</b>		
<b>LEXISNEXIS</b>				
2/21/2012	884613	1,480.00	Remit to: <b>LOS ANGELES</b> <b>CA</b> LEGAL RESEARCH SVC	740.00
			LEGAL RESEARCH SVC	370.00
			LEGAL RESEARCH SVC	370.00
<b>Vendor Total</b>		<b>1,480.00</b>		
<b>FYTD for LEXISNEXIS</b>		<b>11,840.00</b>		
<b>LIENHARD, DORI A.</b>				
2/21/2012	211401	50.51	Remit to: <b>RANCHO MIRAGE</b> <b>CA</b> REIMBURSEMENT-CRM TRNG/IRVINE	50.51
<b>Vendor Total</b>		<b>50.51</b>		
<b>FYTD for LIENHARD, DORI A.</b>		<b>490.37</b>		
<b>LINDO, HERMINA G.</b>				
2/6/2012	884506	207.00	Remit to: <b>TITUSVILLE</b> <b>FL</b> RETIREE MED DEC '11 MEDICARE,	207.00
<b>Vendor Total</b>		<b>207.00</b>		
<b>FYTD for LINDO, HERMINA G.</b>		<b>2,112.18</b>		
<b>LOGAN, CHARLES</b>				
2/6/2012	884507	318.73	Remit to: <b>LAS VEGAS</b> <b>NV</b> RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LOGAN, CHARLES</b>		<b>2,549.84</b>		



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<b>LONGDYKE, DENNIS</b>				
			Remit to: <b>BEAUMONT</b>	<b>CA</b>
2/6/2012	211215	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LONGDYKE, DENNIS</b>		<b>1,912.38</b>		
<b>LOPEZ, JASMINE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	211216	140.00	SPORTS OFFICIATING SVCS	70.00
			SPORTS OFFICIATING SVCS	70.00
2/27/2012	211488	140.00	SPORTS OFFICIATING SVCS	70.00
			SPORTS OFFICIATING SVCS	70.00
<b>Vendor Total</b>		<b>280.00</b>		
<b>FYTD for LOPEZ, JASMINE</b>		<b>490.00</b>		
<b>LOPEZ, LORI</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	211217	75.00	REFUND-SN DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for LOPEZ, LORI</b>		<b>75.00</b>		
<b>LUCKY AIR</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/27/2012	211489	41.30	REFUND-BUS LIC OVERPYMNT	41.30
<b>Vendor Total</b>		<b>41.30</b>		
<b>FYTD for LUCKY AIR</b>		<b>41.30</b>		
<b>LUMLEY, ROBERT C.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	884508	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LUMLEY, ROBERT C.</b>		<b>2,549.84</b>		
<b>MAGNOLIA POOL AND SPA SUPPLY</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/27/2012	211490	50.00	REFUND-BUS LIC OVERPYMNT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for MAGNOLIA POOL AND SPA SUPPLY</b>		<b>50.00</b>		



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<b>MARCH JOINT POWERS AUTHORITY</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/13/2012	211306	11.38		
			NATURAL GAS USE-MARCH FLD CTR	9.30
			NATURAL GAS USE-MARCH FLD CTR	2.08
	<b>Vendor Total</b>	<b>11.38</b>		
<b>FYTD for MARCH JOINT POWERS AUTHORITY</b>		<b>47.28</b>		
<b>MARINA LANDSCAPE, INC</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
2/27/2012	884647	14,991.82		
			LANDSCAPE MAINT-DSG-2N	4,777.65
			LANDSCAPE MAINT-E-1	4,943.58
			LANDSCAPE MAINT-ZONE E-1A	789.76
			LANDSCAPE MAINT-DSG-2S	4,480.83
	<b>Vendor Total</b>	<b>14,991.82</b>		
<b>FYTD for MARINA LANDSCAPE, INC</b>		<b>126,203.04</b>		
<b>MARTINEZ, ALEJANDRA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/13/2012	211307	20.00		
			REFUND-RABIES DEPOSIT	20.00
	<b>Vendor Total</b>	<b>20.00</b>		
<b>FYTD for MARTINEZ, ALEJANDRA</b>		<b>20.00</b>		
<b>MARTINEZ, SUSAN</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/13/2012	211308	37.00		
			REFUND-CANCELED CONTRACT CLASS	37.00
	<b>Vendor Total</b>	<b>37.00</b>		
<b>FYTD for MARTINEZ, SUSAN</b>		<b>37.00</b>		
<b>MASSON, BRITTANY</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/13/2012	211309	75.00		
			REFUND-SN DEPOSIT	75.00
	<b>Vendor Total</b>	<b>75.00</b>		
<b>FYTD for MASSON, BRITTANY</b>		<b>75.00</b>		
<b>MATHIS, NOLAN</b>				
			Remit to: <b>JACKSON</b>	<b>KY</b>
2/6/2012	884509	290.00		
			RETIREE MED DEC11,PD FEB12	290.00
	<b>Vendor Total</b>	<b>290.00</b>		
<b>FYTD for MATHIS, NOLAN</b>		<b>2,320.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MAXINOSKI, SUE A.</b>				
			Remit to: <b>AVINGER</b>	<b>TX</b>
2/6/2012	884510	318.73		
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MAXINOSKI, SUE A.</b>		<b>2,549.84</b>		
<b>MEEKS, DANIEL</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
2/27/2012	884648	140.00		
			SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	60.00
<b>Vendor Total</b>		<b>140.00</b>		
<b>FYTD for MEEKS, DANIEL</b>		<b>2,720.00</b>		
<b>MELAD &amp; ASSOCIATES, INC</b>				
			Remit to: <b>HUNTINGTON BEACH</b>	<b>CA</b>
2/13/2012	211310	1,129.48		
			PLAN CHECK SVCS-BLDG & SFTY	1,129.48
<b>Vendor Total</b>		<b>1,129.48</b>		
<b>FYTD for MELAD &amp; ASSOCIATES, INC</b>		<b>9,230.80</b>		
<b>MENGISTU, YESHIALEM</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/13/2012	211311	160.95		
			MILEAGE REIMBURSEMENT	160.95
<b>Vendor Total</b>		<b>160.95</b>		
<b>FYTD for MENGISTU, YESHIALEM</b>		<b>994.26</b>		
<b>MERCHANTS LANDSCAPE SERVICES INC</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
2/13/2012	884569	5,367.97		
			LANDSCAPE MAINT-ZONE E-8	1,225.87
			LANDSCAPE MAINT-ZONE E-14	3,045.56
			LANDSCAPE MAINT-ZONE E-15	1,096.54
<b>Vendor Total</b>		<b>5,367.97</b>		
<b>FYTD for MERCHANTS LANDSCAPE SERVICES INC</b>		<b>37,575.79</b>		
<b>MERCHANTS LANDSCAPE SERVICES, INC</b>				
			Remit to: <b>SANTA ANA</b>	<b>CA</b>
2/27/2012	211491	33.00		
			REFUND-BUS LIC OVERPYMNT	33.00
<b>Vendor Total</b>		<b>33.00</b>		
<b>FYTD for MERCHANTS LANDSCAPE SERVICES, INC</b>		<b>33.00</b>		



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<b>MESSIN, LOUIS</b>				
			Remit to: <b>BULLHEAD CITY</b>	<b>AZ</b>
2/6/2012	884511	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MESSIN, LOUIS</b>		<b>2,549.84</b>		
<b>MICHAEL BRANDMAND ASSOCIATES</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
2/27/2012	211492	15,514.95	MARCH BUSINESS CTR PEER REVIEW	15,514.95
<b>Vendor Total</b>		<b>15,514.95</b>		
<b>FYTD for MICHAEL BRANDMAND ASSOCIATES</b>		<b>18,089.20</b>		
<b>MILES, ROBERT</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	884512	225.99	RETIREE MED FEB '12	225.99
<b>Vendor Total</b>		<b>225.99</b>		
<b>FYTD for MILES, ROBERT</b>		<b>1,831.26</b>		
<b>MILLSAP, CHERYL</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/27/2012	211493	95.00	REFUND- RABIES & SN DEPOSIT	95.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for MILLSAP, CHERYL</b>		<b>95.00</b>		
<b>MINARD, MARK E.</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
2/6/2012	884513	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MINARD, MARK E.</b>		<b>2,549.84</b>		
<b>MIRACLE RECREATION EQUIPMENT</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
2/13/2012	884570	1,442.50	PLAYGROUND EQUIP PARTS-PARKS	1,442.50
2/27/2012	884649	327.57	PLAYGROUND EQUIP PARTS-PARKS	327.57
<b>Vendor Total</b>		<b>1,770.07</b>		
<b>FYTD for MIRACLE RECREATION EQUIPMENT</b>		<b>250,850.51</b>		
<b>MISTRETТА, ARTHUR</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/27/2012	884650	20.00	SPORTS OFFICIATING SVCS	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for MISTRETТА, ARTHUR</b>		<b>552.00</b>		



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<b>MOLLICA, MIKE</b>				
			<u>Remit to:</u> <b>DUNNELLON</b> <b>FL</b>	
2/6/2012	884514	401.42	RETIREE MED FEB '12	401.42
<b>Vendor Total</b>		<b>401.42</b>		
<b>FYTD for MOLLICA, MIKE</b>		<b>3,211.36</b>		
<b>MONTGOMERY PLUMBING INC</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/13/2012	211312	175.00	PLUMBING REPAIRS-MFCC	175.00
<b>Vendor Total</b>		<b>175.00</b>		
<b>FYTD for MONTGOMERY PLUMBING INC</b>		<b>13,844.90</b>		
<b>MORA, PATRICIA A.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	884515	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MORA, PATRICIA A.</b>		<b>2,549.84</b>		
<b>MORENO VALLEY CHAMBER OF COMMERCE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/13/2012	211313	4,612.50	SVCS PER CONTRACT AGREEMENT	4,522.50
			WAKE-UP MEETING-1/25/12	15.00
			WAKE-UP MEETING-1/25/12	15.00
			WAKE-UP MEETING-1/25/12	15.00
			WAKE-UP MEETING-1/25/12	15.00
			WAKE-UP MEETING-1/25/12	15.00
			WAKE-UP MEETING-1/25/12	15.00
<b>Vendor Total</b>		<b>4,612.50</b>		
<b>FYTD for MORENO VALLEY CHAMBER OF COMMERCE</b>		<b>17,907.50</b>		
<b>MORENO VALLEY CITY EMPLOYEES ASSOC.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/10/2012	3022	1,393.00	MVCEA DUES 2/10/12	1,393.00
2/24/2012	3030	1,393.00	MVCEA DUES 2/24/12	1,393.00
<b>Vendor Total</b>		<b>2,786.00</b>		
<b>FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.</b>		<b>25,525.50</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MORENO VALLEY GATEWAY, LLC</b>				
			<u>Remit to:</u> <b>SAN JUAN CAPISTRAN</b> <b>CA</b>	
2/21/2012	884614	17,142.59		
			BUILDING LEASE-SDA	9,207.72
			BUILDING LEASE-FACILITIES	2,458.97
			BUILDING LEASE-TECH SVCS	5,475.90
	<b>Vendor Total</b>	<b>17,142.59</b>		
<b>FYTD for MORENO VALLEY GATEWAY, LLC</b>		<b>137,140.72</b>		
<b>MORGAN, LISA A.</b>				
			<u>Remit to:</u> <b>MENTONE</b> <b>CA</b>	
2/6/2012	884516	318.73		
			RETIREE MED FEB '12	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for MORGAN, LISA A.</b>		<b>2,549.84</b>		
<b>MOSS BROS CHRYSLER, JEEP, DODGE MV</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	211218	1,380.75		
			UNDERCARRIAGE DAMAGE REPAIR	30.00
			UNDERCARRIAGE DAMAGE REPAIR	311.85
			UNDERCARRIAGE DAMAGE REPAIR	1,038.90
	<b>Vendor Total</b>	<b>1,380.75</b>		
<b>FYTD for MOSS BROS CHRYSLER, JEEP, DODGE MV</b>		<b>6,717.19</b>		
<b>MOTOPOST USA</b>				
			<u>Remit to:</u> <b>SAN MARCOS</b> <b>CA</b>	
2/13/2012	211314	918.03		
			UNIFORMS FOR TRFC MOTOR OFFCRS	918.03
	<b>Vendor Total</b>	<b>918.03</b>		
<b>FYTD for MOTOPOST USA</b>		<b>918.03</b>		
<b>MR. CLEAN, INC.</b>				
			<u>Remit to:</u> <b>COLTON</b> <b>CA</b>	
2/13/2012	211315	428.00		
			PRESSURE WASH SVCS-CRC	428.00
	<b>Vendor Total</b>	<b>428.00</b>		
<b>FYTD for MR. CLEAN, INC.</b>		<b>1,284.00</b>		
<b>MSA SYSTEMS, INC.</b>				
			<u>Remit to:</u> <b>SAN JOSE</b> <b>CA</b>	
2/27/2012	884651	2,331.89		
			Z-SELECT 4000D 3.2 MIL RECEIPT	2,025.00
			SHIPPING & HANDLING	149.95
			CALIF SALES TAX @ 7.75%	156.94
	<b>Vendor Total</b>	<b>2,331.89</b>		
<b>FYTD for MSA SYSTEMS, INC.</b>		<b>2,331.89</b>		



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<b>MSL ELECTRIC INC.</b>				
			<u>Remit to:</u> <b>ANAHEIM</b> <b>CA</b>	
2/13/2012	211316	60.00		
			REIMB OF PROJECT BID DOCS	60.00
<b>Vendor Total</b>		<b>60.00</b>		
<b>FYTD for MSL ELECTRIC INC.</b>		<b>60.00</b>		
<b>MUSICSTAR</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/27/2012	211494	243.00		
			INSTRUCTOR SVCS-PIANO	162.00
			INSTRUCTOR SVCS-PIANO	81.00
<b>Vendor Total</b>		<b>243.00</b>		
<b>FYTD for MUSICSTAR</b>		<b>4,112.40</b>		
<b>NATIONWIDE RETIREMENT SOLUTIONS</b>				
			<u>Remit to:</u> <b>COLUMBUS</b> <b>OH</b>	
2/10/2012	3020	1,910.51		
			PST DEF COMP FOR FICA 2/10/12	1,910.51
2/24/2012	3028	1,935.67		
			PST DEF COMP FOR FICA 2/24/12	1,935.67
<b>Vendor Total</b>		<b>3,846.18</b>		
<b>FYTD for NATIONWIDE RETIREMENT SOLUTIONS</b>		<b>519,163.18</b>		
<b>NAVARRETTE, RALPH</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA</b> <b>CA</b>	
2/6/2012	884517	225.99		
			RETIREE MED FEB '12	225.99
<b>Vendor Total</b>		<b>225.99</b>		
<b>FYTD for NAVARRETTE, RALPH</b>		<b>2,008.96</b>		
<b>NELSON PAVING</b>				
			<u>Remit to:</u> <b>PERRIS</b> <b>CA</b>	
2/27/2012	211495	4,639.00		
			ADA PARKING INSTALLED-DOG PARK	4,335.00
			ADA PARKING INSTALLED-DOG PARK	304.00
<b>Vendor Total</b>		<b>4,639.00</b>		
<b>FYTD for NELSON PAVING</b>		<b>9,275.00</b>		
<b>NELSON, ROBERT</b>				
			<u>Remit to:</u> <b>ONTARIO</b> <b>CA</b>	
2/6/2012	884518	320.43		
			RETIREE MED FEB '12	320.43
<b>Vendor Total</b>		<b>320.43</b>		
<b>FYTD for NELSON, ROBERT</b>		<b>2,594.82</b>		





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<b>NELSON, RUTH L.</b>				
			<u>Remit to:</u> <b>PERRIS</b> <b>CA</b>	
2/6/2012	884519	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for NELSON, RUTH L.</b>		<b>2,549.84</b>		
<b>NEUSTAEDTER, CRAIG S</b>				
			<u>Remit to:</u> <b>IRVINE</b> <b>CA</b>	
2/6/2012	211219	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for NEUSTAEDTER, CRAIG S</b>		<b>2,549.84</b>		
<b>NEW GENERATION MASONRY</b>				
			<u>Remit to:</u> <b>FONTANA</b> <b>CA</b>	
2/6/2012	211220	24.48	REFUND-BUS. LIC OVRPMT	24.48
<b>Vendor Total</b>		<b>24.48</b>		
<b>FYTD for NEW GENERATION MASONRY</b>		<b>24.48</b>		
<b>NEW HORIZON MOBILE HOME PARK</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b> <b>CA</b>	
2/13/2012	884571	11.82	REFUND-UUT USER TAXES	11.82
<b>Vendor Total</b>		<b>11.82</b>		
<b>FYTD for NEW HORIZON MOBILE HOME PARK</b>		<b>80.89</b>		
<b>NEW WORLD SYSTEMS, CORP</b>				
			<u>Remit to:</u> <b>TROY</b> <b>MI</b>	
2/13/2012	884572	600.00	ERP RPLCMNT PROJECT-TRAVEL EXP	600.00
2/21/2012	884615	1,629.88	FM, HR/PY EST TRAVEL EXPENSES	1,629.88
<b>Vendor Total</b>		<b>2,229.88</b>		
<b>FYTD for NEW WORLD SYSTEMS, CORP</b>		<b>471,740.28</b>		
<b>NIEBURGER, JUDITH A.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	211221	401.42	RETIREE MED FEB '12	401.42
<b>Vendor Total</b>		<b>401.42</b>		
<b>FYTD for NIEBURGER, JUDITH A.</b>		<b>3,211.36</b>		
<b>OPTIMUM INCORPORATED</b>				
			<u>Remit to:</u> <b>HEMET</b> <b>CA</b>	
2/27/2012	211496	27.27	REFUND-BUS LIC OVERPYMNT	27.27
<b>Vendor Total</b>		<b>27.27</b>		
<b>FYTD for OPTIMUM INCORPORATED</b>		<b>27.27</b>		



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<b>ORANGE COUNTY STRIPING SVC, INC</b>				
			Remit to: <b>ORANGE</b>	<b>CA</b>
2/6/2012	211222	53.36		
			REFUND-BUS. LIC OVRPMT	53.36
<b>Vendor Total</b>		<b>53.36</b>		
<b>FYTD for ORANGE COUNTY STRIPING SVC, INC</b>		<b>53.36</b>		
<b>ORTEGA, FLOR</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
2/6/2012	211223	60.00		
			REFUND-RABIES DEPOSIT	60.00
<b>Vendor Total</b>		<b>60.00</b>		
<b>FYTD for ORTEGA, FLOR</b>		<b>60.00</b>		
<b>OVERLAND PACIFIC &amp; CUTLER, INC.</b>				
			Remit to: <b>LONG BEACH</b>	<b>CA</b>
2/6/2012	884521	13,701.25		
			RIGHT OF WAY SVCS-VARIOUS PROJ	6,300.00
			RELOCATION SVCS-MYERS AVE PROJ	7,401.25
2/27/2012	884652	5,250.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	5,250.00
<b>Vendor Total</b>		<b>18,951.25</b>		
<b>FYTD for OVERLAND PACIFIC &amp; CUTLER, INC.</b>		<b>107,275.00</b>		
<b>PACIFIC MOBILE HOME CONSTRUCTION</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
2/6/2012	884522	9,306.00		
			CNTRCT WORK-HILP/14838 VINEHIL	9,306.00
2/6/2012	884523	9,552.60		
			CNTRCT WORK-HILP/14838 VINEHIL	9,552.60
2/27/2012	884653	2,709.00		
			RETENTION RELEASE	2,709.00
2/27/2012	884654	1,061.40		
			RETENTION RELEASE	1,061.40
<b>Vendor Total</b>		<b>22,629.00</b>		
<b>FYTD for PACIFIC MOBILE HOME CONSTRUCTION</b>		<b>37,708.00</b>		
<b>PAINTING BY ZEB BODE</b>				
			Remit to: <b>NORCO</b>	<b>CA</b>
2/27/2012	884655	1,250.00		
			PAINTING SVCS-KENNEL WALLS	1,250.00
<b>Vendor Total</b>		<b>1,250.00</b>		
<b>FYTD for PAINTING BY ZEB BODE</b>		<b>1,250.00</b>		



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<b>PALAU, SHANNA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	211224	53.29		
			MILEAGE REIMB.-ACRE EVENT	30.53
			MILEAGE REIMB.-DEV. SIGN INV.	22.76
<b>Vendor Total</b>		<b>53.29</b>		
<b>FYTD for PALAU, SHANNA</b>		<b>334.34</b>		
<b>PATRIOT HEATING &amp; A/C</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/27/2012	211497	45.13		
			REFUND-BUS LIC OVERPYMNT	45.13
<b>Vendor Total</b>		<b>45.13</b>		
<b>FYTD for PATRIOT HEATING &amp; A/C</b>		<b>45.13</b>		
<b>PATTERSON, ALFREY</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	211225	225.99		
			RETIREE MED FEB '12	225.99
<b>Vendor Total</b>		<b>225.99</b>		
<b>FYTD for PATTERSON, ALFREY</b>		<b>1,831.26</b>		
<b>PB AMERICAS, INC.</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO</b> <b>CA</b>	
2/21/2012	211403	14,799.38		
			SR-60/NASON ST INTRCHNG PROJ	14,799.38
<b>Vendor Total</b>		<b>14,799.38</b>		
<b>FYTD for PB AMERICAS, INC.</b>		<b>111,607.97</b>		
<b>PEISER, TINA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/13/2012	211317	75.00		
			REFUND-SN DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for PEISER, TINA</b>		<b>75.00</b>		
<b>PERCEPTIVE ENTERPRISES, INC.</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b> <b>CA</b>	
2/6/2012	884524	1,396.50		
			PROF ON CALL DBE SVCS-PW	369.25
			PROF ON CALL DBE SVCS-PW	1,027.25
<b>Vendor Total</b>		<b>1,396.50</b>		
<b>FYTD for PERCEPTIVE ENTERPRISES, INC.</b>		<b>12,998.38</b>		
<b>PERRY, NORMA</b>				
			<u>Remit to:</u> <b>PIONEER</b> <b>CA</b>	
2/6/2012	211226	318.73		
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PERRY, NORMA</b>		<b>2,549.84</b>		



# City of Moreno Valley

## Check Register

For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PERS LONG TERM CARE PROGRAM</b>				
			Remit to: <b>PASADENA</b>	<b>CA</b>
2/13/2012	211318	458.63	LONG TERM CARE INSURANCE	458.63
2/27/2012	211498	458.63	LONG TERM CARE INSURANCE	458.63
<b>Vendor Total</b>		<b>917.26</b>		
<b>FYTD for PERS LONG TERM CARE PROGRAM</b>		<b>8,255.34</b>		
<b>PINNACLE COMMUNITIES, INC</b>				
			Remit to: <b>ALISO VIEJO</b>	<b>CA</b>
2/21/2012	211404	15.00	REFUND-BUS LIC OVERPAYMENT	15.00
<b>Vendor Total</b>		<b>15.00</b>		
<b>FYTD for PINNACLE COMMUNITIES, INC</b>		<b>15.00</b>		
<b>PINNACLE MORENO VALLEY, 72, LLC</b>				
			Remit to: <b>ALISO VIEJO</b>	<b>CA</b>
2/6/2012	211227	0.00	REFUND-GROSS RCT TX OVRPMT VOIDED CHECK #211227 - 2/16/12	15.00 -15.00
<b>Vendor Total</b>		<b>0.00</b>		
<b>FYTD for PINNACLE MORENO VALLEY, 72, LLC</b>		<b>0.00</b>		
<b>PLAN TAG, INC.</b>				
			Remit to: <b>WELLINGTON</b>	<b>FL</b>
2/6/2012	211228	52.45	PLAN TAGS - BLDG DIV.	52.45
			PLAN TAGS - BLDG DIV.	4.07
			PLAN TAGS - BLDG DIV.	-4.07
<b>Vendor Total</b>		<b>52.45</b>		
<b>FYTD for PLAN TAG, INC.</b>		<b>52.45</b>		
<b>POIEMA LANDSCAPE, INC.</b>				
			Remit to: <b>COLTON</b>	<b>CA</b>
2/6/2012	884525	3,296.01	LANDSCAPE MAINT.-ZONE S	1,165.01
			LANDSCAPE MAINT.-ZONE E-12	2,131.00
<b>Vendor Total</b>		<b>3,296.01</b>		
<b>FYTD for POIEMA LANDSCAPE, INC.</b>		<b>29,046.22</b>		
<b>PONCE, HERACLIO</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/13/2012	211319	75.00	REFUND-SN DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for PONCE, HERACLIO</b>		<b>75.00</b>		



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<b>PREMIER PAVING, INC</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
2/27/2012	211499	49.13	REFUND-BUS LIC OVERPYMNT	49.13
<b>Vendor Total</b>		<b>49.13</b>		
<b>FYTD for PREMIER PAVING, INC</b>		<b>49.13</b>		
<b>PRICE, GEORGE E.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	884526	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PRICE, GEORGE E.</b>		<b>2,549.84</b>		
<b>PROFESSIONAL COMMUNICATIONS NETWORK PCN</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/13/2012	211320	488.10	LIVE ANSWERING SERVICE	488.10
<b>Vendor Total</b>		<b>488.10</b>		
<b>FYTD for PROFESSIONAL COMMUNICATIONS NETWORK PCN</b>		<b>2,897.70</b>		
<b>PROQUEST CSA</b>				
			Remit to: <b>CHIGAGO</b>	<b>IL</b>
2/27/2012	211501	2,435.00	SIRS DISCOVERER SUBSCRIPTION	610.00
			SIRS RESEARCHER SUBSCRIPTION	1,825.00
<b>Vendor Total</b>		<b>2,435.00</b>		
<b>FYTD for PROQUEST CSA</b>		<b>2,435.00</b>		
<b>PROTECH ENGINEERING CORP.</b>				
			Remit to: <b>CORONA DEL MAR</b>	<b>CA</b>
2/13/2012	211321	60.00	REIMB OF PROJECT BID DOCS	60.00
<b>Vendor Total</b>		<b>60.00</b>		
<b>FYTD for PROTECH ENGINEERING CORP.</b>		<b>60.00</b>		
<b>PSOMAS</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/27/2012	211502	6,292.00	SR-60/NASON ST INTRCHNG PROJ	5,570.31
			SR-60/NASON ST INTRCHNG PROJ	721.69
<b>Vendor Total</b>		<b>6,292.00</b>		
<b>FYTD for PSOMAS</b>		<b>140,697.50</b>		
<b>PTM GENERAL ENGINEERING SERVICES, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/13/2012	211322	60.00	REIMB OF PROJECT BID DOCS	60.00
<b>Vendor Total</b>		<b>60.00</b>		
<b>FYTD for PTM GENERAL ENGINEERING SERVICES, INC.</b>		<b>60.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PULIDO, MARLENE</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
2/13/2012	211323	75.00		
			REFUND-SN DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for PULIDO, MARLENE</b>		<b>75.00</b>		
<b>PULLIAM, TRENT D.</b>				
			Remit to: <b>MISSION VIEJO</b>	<b>CA</b>
2/6/2012	884527	318.73		
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PULLIAM, TRENT D.</b>		<b>2,549.84</b>		
<b>RADAR SHOP, THE</b>				
			Remit to: <b>WICHITA</b>	<b>KS</b>
2/21/2012	211405	132.00		
			TUNING/RE-CERT. RADAR UNITS-PD	132.00
<b>Vendor Total</b>		<b>132.00</b>		
<b>FYTD for RADAR SHOP, THE</b>		<b>1,622.00</b>		
<b>RALLY MANAGEMENT SERVICES, LLC</b>				
			Remit to: <b>RANCHO CUCAMONGA</b>	<b>CA</b>
2/6/2012	884528	719.28		
			TEMP STAFFING SVCS-R HENDERSON	719.28
2/13/2012	884573	1,438.56		
			TEMP STAFFING SVCS-R HENDERSON	719.28
			TEMP STAFFING SVCS-R HENDERSON	719.28
2/21/2012	884616	719.28		
			TEMP STAFFING SVCS-R HENDERSON	719.28
2/27/2012	884656	719.28		
			TEMP STAFFING SVCS-R HENDERSON	719.28
<b>Vendor Total</b>		<b>3,596.40</b>		
<b>FYTD for RALLY MANAGEMENT SERVICES, LLC</b>		<b>5,480.19</b>		
<b>RAMOS, ROBERTO</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/21/2012	211406	318.00		
			INSTRUCTOR SVCS-SPANISH CLASS	42.00
			INSTRUCTOR SVCS-KINDER KARATE	42.00
			INSTRUCTOR SVCS-SING/THEATER	63.00
			INSTRUCTOR SVCS-KINDER KARATE	63.00
			INSTRUCTOR SVCS-TAE KWON DO	108.00
<b>Vendor Total</b>		<b>318.00</b>		
<b>FYTD for RAMOS, ROBERTO</b>		<b>2,973.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RAY, JUANITA/SCOTT</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/27/2012	211503	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for RAY, JUANITA/SCOTT</b>		<b>20.00</b>		
<b>RAYNE WATER CONDITIONING</b>				
			Remit to: <b>SAN BERNARDINO</b>	<b>CA</b>
2/27/2012	211504	30.00	REFUND-BUS. LIC OVRPMT	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for RAYNE WATER CONDITIONING</b>		<b>30.00</b>		
<b>RAY-RAMIREZ, DARCY L.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/6/2012	211229	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for RAY-RAMIREZ, DARCY L.</b>		<b>2,549.84</b>		
<b>RED PERSIMMON NAILS</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	211230	58.00	REFUND-BUS. LIC OVRPMT	58.00
<b>Vendor Total</b>		<b>58.00</b>		
<b>FYTD for RED PERSIMMON NAILS</b>		<b>58.00</b>		
<b>RICK ENGINEERING COMPANY</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/13/2012	884574	12,540.00	STREET IMPRVMT PRGM SVCS	1,610.00
			STREET IMPRVMT PRGM SVCS	10,930.00
<b>Vendor Total</b>		<b>12,540.00</b>		
<b>FYTD for RICK ENGINEERING COMPANY</b>		<b>57,082.10</b>		
<b>RIGHTWAY SITE SERVICES, INC.</b>				
			Remit to: <b>LAKE ELSINORE</b>	<b>CA</b>
2/13/2012	211324	381.16	PORTABLE RESTROOM-GOLF COURSE	72.28
			PORTABLE RESTROOMS-EQUEST. CTR	308.88
2/27/2012	211505	89.55	PORTABLE TOILET/SVC-CITY YARD	89.55
<b>Vendor Total</b>		<b>470.71</b>		
<b>FYTD for RIGHTWAY SITE SERVICES, INC.</b>		<b>5,326.58</b>		



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<b>RIV CO FLOOD CONTROL &amp; WATER CONSERVATN</b>			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
2/13/2012	211325	10,000.00	INSPECTION FEE DEPOSIT	10,000.00
2/13/2012	211326	13,250.00	INSPECTION FEE DEPOSIT	13,250.00
2/27/2012	211506	414.23	ENCRCHMNT PERMIT CHGS-60/NASON	414.23
<b>Vendor Total</b>		<b>23,664.23</b>		

<b>FYTD for RIV CO FLOOD CONTROL &amp; WATER CONSERVATN</b>	<b>95,214.17</b>
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<b>RIVERSIDE COUNTY ASSESSOR</b>			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
2/6/2012	211231	9.00	PARCEL MAP COPY SVCS	2.25
			PARCEL MAP COPY SVCS	2.25
			PARCEL MAP COPY SVCS	2.25
			PARCEL MAP COPY SVCS	2.25
2/13/2012	211327	6.00	PARCEL MAP COPY SVCS	1.50
			PARCEL MAP COPY SVCS	1.50
			PARCEL MAP COPY SVCS	1.50
			PARCEL MAP COPY SVCS	1.50
<b>Vendor Total</b>		<b>15.00</b>		

<b>FYTD for RIVERSIDE COUNTY ASSESSOR</b>	<b>87.00</b>
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<b>RIVERSIDE COUNTY CLERK/RECORDER</b>			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
2/21/2012	211407	88.00	RECORDING FEES-DEC 11	88.00
2/21/2012	211408	13.00	RECORDING FEES - LIEN RELEASE	13.00
<b>Vendor Total</b>		<b>101.00</b>		

<b>FYTD for RIVERSIDE COUNTY CLERK/RECORDER</b>	<b>145.00</b>
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<b>RIVERSIDE COUNTY INFORMATION TECHNOLOGY</b>			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
2/6/2012	211232	1,300.65	RADIO SVCS FOR PD MOTORCYCLES	1,300.65
<b>Vendor Total</b>		<b>1,300.65</b>		

<b>FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY</b>	<b>13,077.03</b>
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<b>RIVERSIDE COUNTY SHERIFF BEN CLARK</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/6/2012	211233	461.00		
			REG.-ROVE (OFF HWY VEH.) CLASS	213.00
			REG.-BASIC SURV. & EQUIP MGMT	248.00
2/27/2012	211507	917.00		
			REG.-BICYCLE PATROL COURSE	131.00
			REG.-BICYCLE PATROL COURSE	131.00
			REG.-BICYCLE PATROL COURSE	131.00
			REG.-BICYCLE PATROL COURSE	131.00
			REG.-BICYCLE PATROL COURSE	131.00
			REG.-BICYCLE PATROL COURSE	131.00
			REG.-BICYCLE PATROL COURSE	131.00
<b>Vendor Total</b>		<b>1,378.00</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK</b>		<b>5,903.00</b>		
<b>RIVERSIDE COUNTY SHERIFF COURT SERVICES</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/13/2012	211328	654.00		
			GARNISHMENT	136.39
			GARNISHMENT	517.61
2/27/2012	211508	626.02		
			GARNISHMENT	626.02
<b>Vendor Total</b>		<b>1,280.02</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES</b>		<b>13,645.97</b>		
<b>RODRIGUEZ, COLLEEN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	211234	20.00		
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for RODRIGUEZ, COLLEEN</b>		<b>20.00</b>		
<b>ROGERS, EUGENE</b>				
			<u>Remit to:</u> <b>PEBBLE BEACH</b> <b>CA</b>	
2/6/2012	884529	318.73		
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ROGERS, EUGENE</b>		<b>2,549.84</b>		
<b>ROSS, DAVID T.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	884530	318.73		
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ROSS, DAVID T.</b>		<b>2,549.84</b>		



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<b>ROSSON, LOUIS A.</b>				
			<u>Remit to:</u> <b>PERRIS</b>	<b>CA</b>
2/6/2012	884531	262.31		
			RETIREE MED FEB '12	165.81
			RETIREE MED FEB '12	96.50
	<b>Vendor Total</b>	<b>262.31</b>		
<b>FYTD for ROSSON, LOUIS A.</b>		<b>2,149.42</b>		
<b>RUIZ, REBECCA</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
2/27/2012	211509	95.00		
			REFUND-RABIES & SN DEPOSITS	20.00
			REFUND-RABIES & SN DEPOSITS	75.00
	<b>Vendor Total</b>	<b>95.00</b>		
<b>FYTD for RUIZ, REBECCA</b>		<b>95.00</b>		
<b>RUSSO, JOHN</b>				
			<u>Remit to:</u> <b>RANCHO MIRAGE</b>	<b>CA</b>
2/6/2012	884532	225.99		
			RETIREE MED FEB '12	225.99
	<b>Vendor Total</b>	<b>225.99</b>		
<b>FYTD for RUSSO, JOHN</b>		<b>1,831.26</b>		
<b>SA ASSOCIATES</b>				
			<u>Remit to:</u> <b>ARCADIA</b>	<b>CA</b>
2/13/2012	884576	11,475.00		
			PROF CONSULTANT STAFFING SVCS	11,475.00
	<b>Vendor Total</b>	<b>11,475.00</b>		
<b>FYTD for SA ASSOCIATES</b>		<b>63,487.50</b>		
<b>SAFEWAY SIGN CO.</b>				
			<u>Remit to:</u> <b>ADELANTO</b>	<b>CA</b>
2/21/2012	884617	7,905.62		
			TRAFFIC SIGNS HARDWARE-LENSES	7,905.62
	<b>Vendor Total</b>	<b>7,905.62</b>		
<b>FYTD for SAFEWAY SIGN CO.</b>		<b>41,673.74</b>		
<b>SAGRERO, EVELYN</b>				
			<u>Remit to:</u> <b>CHINO</b>	<b>CA</b>
2/6/2012	211235	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
	<b>Vendor Total</b>	<b>75.00</b>		
<b>FYTD for SAGRERO, EVELYN</b>		<b>95.00</b>		



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<b>SAN BERNARDINO &amp; RIVERSIDE CO FIRE EQUIP</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO CA</b>	
2/21/2012	884618	70.00		
			FIRE SYSTEM INSPECTN SVC-MFPCC	65.74
			FIRE SYSTEM INSPECTN SVC-MFPCC	4.26
<b>Vendor Total</b>		<b>70.00</b>		
<b>FYTD for SAN BERNARDINO &amp; RIVERSIDE CO FIRE EQUIP</b>		<b>2,311.29</b>		
<b>SCHIEFELBEIN, LORI C.</b>				
			<u>Remit to:</u> <b>BULLHEAD CITY AZ</b>	
2/6/2012	211236	318.73		
			RETIREE MED JAN12,PD FEB12	318.73
2/13/2012	211329	1,100.00		
			CONSULTANT SVCS-ROT. TOW PRGM	1,100.00
<b>Vendor Total</b>		<b>1,418.73</b>		
<b>FYTD for SCHIEFELBEIN, LORI C.</b>		<b>8,413.65</b>		
<b>SCHLECHTER, JOHN A.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
2/27/2012	211510	71.78		
			REFUND-BUS. LIC OVRPMT	71.78
<b>Vendor Total</b>		<b>71.78</b>		
<b>FYTD for SCHLECHTER, JOHN A.</b>		<b>71.78</b>		
<b>SCHUMAN, MICHAEL</b>				
			<u>Remit to:</u> <b>RIVERSIDE CA</b>	
2/6/2012	211263	637.46		
			RETIREE MED FEB '12	318.73
			RETIREE MED RETRO JAN '12, PD	318.73
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for SCHUMAN, MICHAEL</b>		<b>637.46</b>		
<b>SCMAF S. CA MUNI. ATHLETIC FEDERATION</b>				
			<u>Remit to:</u> <b>SOUTH EL MONTE CA</b>	
2/13/2012	211330	360.00		
			PMBF-YOUTH BASKETBALL	360.00
2/13/2012	211331	72.00		
			TEAM REG.-YOUTH BASKETBALL	72.00
<b>Vendor Total</b>		<b>432.00</b>		
<b>FYTD for SCMAF S. CA MUNI. ATHLETIC FEDERATION</b>		<b>572.00</b>		
<b>SECTRAN SECURITY, INC</b>				
			<u>Remit to:</u> <b>LOS ANGELES CA</b>	
2/21/2012	211410	477.00		
			ARMORED TRANSPORT SVCS-UTILITY	159.00
			ARMORED TRANSPORT SVCS-PARKS	159.00
			ARMORED TRANSPORT SVCS-CASHIER	159.00
<b>Vendor Total</b>		<b>477.00</b>		
<b>FYTD for SECTRAN SECURITY, INC</b>		<b>4,293.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SECURITY LOCK &amp; KEY</b>				
			Remit to: <b>YUCAIPA</b>	<b>CA</b>
2/6/2012	884534	430.73		
			LOCK REPAIR-SUNNYMD PARK SNKBR	75.00
			LOCK REPAIR-FAIRVIEW PARK R/R	57.50
			DEADBOLT/INSTALL-RIDGCRST PARK	135.73
			LOCK REPAIR-WOODLAND PARK R/R	62.50
			CYLINDER COMB CHANGES-SKATE PK	100.00
2/27/2012	884657	85.33		
			LOCK REPAIR-WOODLAND PARK R/R	85.33
<b>Vendor Total</b>		<b>516.06</b>		
<b>FYTD for SECURITY LOCK &amp; KEY</b>		<b>5,169.55</b>		
<b>SERTA MATTRESS</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/21/2012	211411	1,922.28		
			MATTRESS PURCHASE FOR FS#48	1,922.28
<b>Vendor Total</b>		<b>1,922.28</b>		
<b>FYTD for SERTA MATTRESS</b>		<b>1,922.28</b>		
<b>SHARRETT, SHARON K.</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
2/6/2012	211237	165.81		
			RETIREE MED FEB '12	165.81
<b>Vendor Total</b>		<b>165.81</b>		
<b>FYTD for SHARRETT, SHARON K.</b>		<b>1,377.42</b>		
<b>SHELDON, STUART H.</b>				
			Remit to: <b>MURRIETA</b>	<b>CA</b>
2/6/2012	211238	318.73		
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for SHELDON, STUART H.</b>		<b>2,549.84</b>		
<b>SHELL OIL CO.</b>				
			Remit to: <b>COLUMBUS</b>	<b>OH</b>
2/13/2012	211333	137.13		
			FUEL PURCHASES-PD MTRCYCLES	137.13
2/21/2012	211412	105.55		
			FUEL PURCHASES-PD SET	105.55
2/21/2012	211413	1,715.38		
			FUEL PURCHASES-PD MTRCYCLES	1,715.38
<b>Vendor Total</b>		<b>1,958.06</b>		
<b>FYTD for SHELL OIL CO.</b>		<b>15,673.59</b>		



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## Check Register

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<b>SHPIGLER GROUP, THE</b>				
2/6/2012	211239	5,000.00	Remit to: <b>MONTEBELLO NY</b> SMART GRID OPER CONSULTING-MVU	5,000.00
<b>Vendor Total</b>		<b>5,000.00</b>		
<b>FYTD for SHPIGLER GROUP, THE</b>		<b>27,352.30</b>		
<b>SIERRA PACIFIC ELECTRICAL CONTRACTING</b>				
2/13/2012	211334	60.00	Remit to: <b>RIVERSIDE CA</b> REIMB OF PROJECT BID DOCS	60.00
<b>Vendor Total</b>		<b>60.00</b>		
<b>FYTD for SIERRA PACIFIC ELECTRICAL CONTRACTING</b>		<b>668.19</b>		
<b>SILVER CREEK INDUSTRIES, INC</b>				
2/27/2012	211511	40.03	Remit to: <b>PERRIS CA</b> REFUND-BUS. LIC OVRPMT	40.03
<b>Vendor Total</b>		<b>40.03</b>		
<b>FYTD for SILVER CREEK INDUSTRIES, INC</b>		<b>466,016.56</b>		
<b>SIMPLIT PARTNERS</b>				
2/13/2012	211335	1,616.25	Remit to: <b>LOS ANGELES CA</b> FERTILIZER FOR CITY PARKS	538.75
			FERTILIZER FOR CFD#1 PARKS	195.32
			FERTILIZER FOR CFD#1 PARKS	343.43
			FERTILIZER FOR CONTRACT AREAS	538.75
<b>Vendor Total</b>		<b>1,616.25</b>		
<b>FYTD for SIMPLIT PARTNERS</b>		<b>5,356.04</b>		
<b>SINGER &amp; COFFIN, APC</b>				
2/6/2012	884535	319.90	Remit to: <b>IRVINE CA</b> LEGAL SVCS	319.90
2/13/2012	884577	914.00	LEGAL SVCS	914.00
<b>Vendor Total</b>		<b>1,233.90</b>		
<b>FYTD for SINGER &amp; COFFIN, APC</b>		<b>15,553.70</b>		
<b>SJL PLUMBING &amp; PIPING, INC</b>				
2/6/2012	211240	39.00	Remit to: <b>GARDENA CA</b> REFUND-BUS. LIC OVRPMT	39.00
<b>Vendor Total</b>		<b>39.00</b>		
<b>FYTD for SJL PLUMBING &amp; PIPING, INC</b>		<b>39.00</b>		



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<b>SKY PUBLISHING</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/13/2012	211336	840.00	1/2 PG ADVERTISEMENT-RECYCLING	840.00
2/27/2012	211512	11,833.50	SOARING REC GUIDE/NEWSLINK PUB	11,833.50
<b>Vendor Total</b>		<b>12,673.50</b>		
<b>FYTD for SKY PUBLISHING</b>		<b>47,739.50</b>		
<b>SKY TRAILS MOBILE VILLAGE</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
2/21/2012	884619	74.03	REFUND-UUT USER TAXES	74.03
<b>Vendor Total</b>		<b>74.03</b>		
<b>FYTD for SKY TRAILS MOBILE VILLAGE</b>		<b>514.22</b>		
<b>SMART SOURCE OF CALIFORNIA, LLC</b>				
			Remit to: <b>MISSION VIEJO</b>	<b>CA</b>
2/13/2012	211337	3,668.90	LIBRARY CARDS RE-ORDER	2,900.00
			SHIPPING	120.00
			CA SALES TAX	224.75
			CARDS, SHIPPING, TAX OVERRUN	424.15
<b>Vendor Total</b>		<b>3,668.90</b>		
<b>FYTD for SMART SOURCE OF CALIFORNIA, LLC</b>		<b>3,668.90</b>		
<b>SMITH, CHANDRA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/27/2012	211513	47.00	REFUND-CANCELLED CLASS	47.00
<b>Vendor Total</b>		<b>47.00</b>		
<b>FYTD for SMITH, CHANDRA</b>		<b>47.00</b>		
<b>SMITH, MARIA A.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	884536	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for SMITH, MARIA A.</b>		<b>2,549.84</b>		
<b>SO CAL SANTATION FENCE</b>				
			Remit to: <b>LA PUENTE</b>	<b>CA</b>
2/27/2012	211514	42.47	REFUND-BUS. LIC OVRPMT	42.47
<b>Vendor Total</b>		<b>42.47</b>		
<b>FYTD for SO CAL SANTATION FENCE</b>		<b>42.47</b>		



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<b>SOCO GROUP, INC</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
2/13/2012	884578	14,244.23		
			FUEL PURCH-CITY VEHICLES/EQUIP	6,459.76
			FUEL PURCH-CITY VEHICLES/EQUIP	7,784.47
2/27/2012	884659	14,575.41		
			FUEL PURCH-CITY VEHICLES/EQUIP	7,075.51
			FUEL PURCH-CITY VEHICLES/EQUIP	7,499.90
<b>Vendor Total</b>		<b>28,819.64</b>		
<b>FYTD for SOCO GROUP, INC</b>		<b>251,180.83</b>		
<b>SODEN ENTERPRISES, INC. DBA EASY YOGA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/21/2012	211414	25.80		
			INSTRUCTOR SVCS-YOGA CLASS	25.80
<b>Vendor Total</b>		<b>25.80</b>		
<b>FYTD for SODEN ENTERPRISES, INC. DBA EASY YOGA</b>		<b>516.00</b>		
<b>SORG, A. PAUL/KAREN</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	211241	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for SORG, A. PAUL/KAREN</b>		<b>145.00</b>		
<b>SOSA, HUGO</b>				
			Remit to: <b>ELK GROVE</b>	<b>CA</b>
2/13/2012	211338	450.00		
			INSTRUCTOR SVCS-KARATEDO CLASS	450.00
<b>Vendor Total</b>		<b>450.00</b>		
<b>FYTD for SOSA, HUGO</b>		<b>3,090.00</b>		
<b>SOUTH COAST AIR QUALITY MGMT DISTRICT</b>				
			Remit to: <b>DIAMOND BAR</b>	<b>CA</b>
2/27/2012	211515	393.31		
			ANNL OPERATING FEES-FIRE ST#91	393.31
<b>Vendor Total</b>		<b>393.31</b>		
<b>FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT</b>		<b>7,171.84</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SOUTHERN CALIFORNIA EDISON</b>			<u>Remit to:</u> <b>ROSEMEAD</b>	<b>CA</b>
2/6/2012	211242	5,778.76	ELECTRICITY	92.12
			ELECTRICITY	25.58
			ELECTRICITY	186.79
			ELECTRICITY	902.41
			ELECTRICITY	1,613.55
			ELECTRICITY	91.74
			ELECTRICITY	223.11
			ELECTRICITY	466.44
			ELECTRICITY	701.85
			ELECTRICITY	191.79
			ELECTRICITY	1,060.75
			ELECTRICITY	172.70
			ELECTRICITY	49.93
2/13/2012	211340	448.88	RELIABILITY SERVICE	448.88
2/13/2012	211341	6,565.95	ELECTRICITY	70.76
			ELECTRICITY	218.31
			ELECTRICITY	44.56
			ELECTRICITY	1,484.32
			ELECTRICITY	740.40
			ELECTRICITY	849.42
			ELECTRICITY	394.19
			ELECTRICITY	355.53
			ELECTRICITY	866.44
			ELECTRICITY	253.39
			ELECTRICITY	24.96
			ELECTRICITY	942.84
			ELECTRICITY	158.58
			ELECTRICITY	97.77
			ELECTRICITY	64.48
2/21/2012	211415	15,193.50	IFA CHARGES-SUBSTATION	14,146.73
			ELECTRIC CHARGES	345.29
			ELECTRICITY-FERC CHARGES	701.48
2/27/2012	211516	17,624.16	ELECTRICITY	192.49
			ELECTRICITY	28.66
			ELECTRICITY	5,222.24
			ELECTRICITY	2,550.30
			ELECTRICITY	18.56
			ELECTRICITY	530.17
			ELECTRICITY	1,618.87
			ELECTRICITY	110.32
			ELECTRICITY	3,704.46
			ELECTRICITY	30.96
			ELECTRICITY	90.97
			ELECTRICITY	1,756.45
			ELECTRICITY	248.20
			ELECTRICITY	462.77





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	532.83
			ELECTRICITY	184.82
			ELECTRICITY	195.47
			ELECTRICITY	37.77
			ELECTRICITY	37.23
			ELECTRICITY	44.79
			ELECTRICITY	25.83
<b>Vendor Total</b>		<b>45,611.25</b>		
<b>FYTD for SOUTHERN CALIFORNIA EDISON</b>		<b>2,170,156.00</b>		
<b>SOUTHERN CALIFORNIA GAS CO.</b>			<b>Remit to: MONTEREY PARK CA</b>	
2/13/2012	211342	118.29		
			GAS CHARGES	118.29
2/21/2012	211417	8,202.10		
			GAS CHARGES	1,100.26
			GAS CHARGES	3,179.45
			GAS CHARGES	111.66
			GAS CHARGES	77.50
			GAS CHARGES	692.01
			GAS CHARGES	354.91
			GAS CHARGES	97.98
			GAS CHARGES	539.67
			GAS CHARGES	196.15
			GAS CHARGES	341.84
			GAS CHARGES	175.75
			GAS CHARGES	189.70
			GAS CHARGES	417.14
			GAS CHARGES	384.15
			GAS CHARGES	41.19
			GAS CHARGES	302.74
<b>Vendor Total</b>		<b>8,320.39</b>		
<b>FYTD for SOUTHERN CALIFORNIA GAS CO.</b>		<b>44,711.32</b>		
<b>SPARKLETTS</b>			<b>Remit to: DALLAS TX</b>	
2/6/2012	211244	12.34		
			WATER SERVICE-GOLF COURSE	5.00
			WATER SERVICE-GOLF COURSE	5.00
			WATER SERVICE-ARMADA ELEM.	2.34
2/21/2012	211418	9.76		
			WATER SERVICE-SUNNYMD ELEM.	9.76
2/27/2012	211517	24.06		
			WATER SERVICE-EMERG MGMT SVCS	4.50
			WATER SERVICE-CREEKSIDE ELEM.	19.56
<b>Vendor Total</b>		<b>46.16</b>		
<b>FYTD for SPARKLETTS</b>		<b>496.00</b>		



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<b>SPECK, GARY B.</b>				
2/6/2012	884537	318.73	<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for SPECK, GARY B.</b>		<b>2,549.84</b>		
<b>SPENCER, MARTHA</b>				
2/6/2012	884538	225.99	<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
			RETIREE MED FEB '12	225.99
<b>Vendor Total</b>		<b>225.99</b>		
<b>FYTD for SPENCER, MARTHA</b>		<b>1,831.26</b>		
<b>SPRINT</b>				
2/27/2012	211518	150.00	<u>Remit to:</u> <b>KANSAS CITY</b> <b>MO</b>	
			SUBPOENA COMPLNCE-MV113530219	30.00
			SUBPOENA COMPLNCE-MV120130199	30.00
			SUBPOENA COMPLNCE-MV120460181	60.00
			SUBPOENA COMPLNCE-MV120200276	30.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for SPRINT</b>		<b>510.00</b>		
<b>SPRINT/NEXTEL</b>				
2/21/2012	884620	1,411.37	<u>Remit to:</u> <b>CAROL STREAM</b> <b>IL</b>	
			CELL PHONE SVCS-GANG TASK FRC	64.84
			CELL PHONE SVCS-GANG TASK FRC	65.00
			CELL PHONE SVCS-PD/SET	653.46
			CELL PHONE SVCS-PD/SET	628.07
<b>Vendor Total</b>		<b>1,411.37</b>		
<b>FYTD for SPRINT/NEXTEL</b>		<b>5,529.61</b>		



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<b>STANLEY CONVERGENT SECURITY SOLUTNS, INC</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
2/6/2012	884539	1,201.51		
			MONITORING SVCS-RED MAPLE	354.00
			MONITORING SVCS-ANNEX BLDG 1	207.00
			MONITORING SVCS-TS ANNEX	234.00
			MONITORING SVCS-PARK SNCK BARS	179.35
			MONITORING SVCS-MORR PRK SNACK	227.16
2/27/2012	884660	2,588.21		
			SECURITY SYS SVC CALL-CTY HALL	140.00
			SECURITY SYS SVC CALL-CTY HALL	222.84
			MONITORING SVCS-PARK SNCK BARS	179.35
			MONITORING SVCS-ASES BLDG MARB	159.00
			MONITORING SVCS-EOC	110.00
			MONITORING SVCS-CITY YARD	627.00
			MONITORING SVCS-TRANSP TRAILER	105.00
			MONITORING SVCS-SP DIST ANNEX	105.00
			MONITORING SVCS-SENIOR CTR	333.03
			MONITORING SVCS-FIRE ST #58	165.00
			MONITORING SVCS-FACIL. ANNEX	192.00
			MONITORING SVCS-ANIMAL SHELTER	249.99
<b>Vendor Total</b>		<b>3,789.72</b>		
<b>FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC</b>		<b>21,119.96</b>		
<b>STATE BOARD OF EQUALIZATION</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b>	<b>CA</b>
2/23/2012	13112	2,154.00		
			SALES & USE TAX 1/1-1/31/12	2,154.00
<b>Vendor Total</b>		<b>2,154.00</b>		
<b>FYTD for STATE BOARD OF EQUALIZATION</b>		<b>44,560.63</b>		
<b>STATE DISBURSEMENT UNIT</b>				
			<u>Remit to:</u> <b>WEST SACRAMENTO</b>	<b>CA</b>
2/13/2012	211343	160.50		
			CASE 200000000199597-J. COSEY	142.50
			CS#0650464971-01/0650613537-01	18.00
2/27/2012	211519	63.00		
			CS#0650464971-01/0650613537-01	63.00
2/1/2012	3010	2,237.41		
			CHILD SUPPORT W/H 2/1/12	2,237.41
2/16/2012	3019	2,194.79		
			CHILD SUPPORT W/H 2/16/12	2,194.79
2/23/2012	3027	2,243.36		
			CHILD SUPPORT W/H 2/23/12	2,243.36
<b>Vendor Total</b>		<b>6,899.06</b>		
<b>FYTD for STATE DISBURSEMENT UNIT</b>		<b>36,467.45</b>		



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<b>STATE NET</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b> <b>CA</b>	
2/21/2012	884621	0.00		
			CAL LEGISLATN & REG RPRTNG SVC	1,282.50
			VOIDED CHECK #884621 - 2/29/12	-1,282.50
<b>Vendor Total</b>		<b>0.00</b>		
<b>FYTD for STATE NET</b>		<b>0.00</b>		
<b>STATE OF CALIFORNIA DEPT. OF JUSTICE</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b> <b>CA</b>	
2/13/2012	211344	320.00		
			FINGERPRINTING SVCS-BUS. LIC.	32.00
			FINGERPRINTING SVCS-HUM. RES.	160.00
			FINGERPRINTING SVCS-OEM VOL.	64.00
			FINGERPRINTING SVCS-PD	64.00
2/21/2012	211419	448.00		
			FINGERPRINTING SVCS-BUS. LIC.	64.00
			FINGERPRINTING SVCS-HUM. RES.	384.00
2/27/2012	211520	455.00		
			BLOOD ALCOHOL ANALYSIS FOR PD	455.00
<b>Vendor Total</b>		<b>1,223.00</b>		
<b>FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE</b>		<b>36,387.00</b>		
<b>STATE OF CALIFORNIA/DEPT OF COM SVCS&amp;DEV</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b> <b>CA</b>	
2/21/2012	211420	220.61		
			REFUND-MVU/NIGERIA JONES	64.05
			REFUND-MVU/MICHAEL ALBA	94.67
			REFUND-MVU/CESAR FELIX	61.89
<b>Vendor Total</b>		<b>220.61</b>		
<b>FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&amp;DEV</b>		<b>1,324.97</b>		
<b>STEINY AND CO., INC.</b>				
			<u>Remit to:</u> <b>BALDWIN PARK</b> <b>CA</b>	
2/13/2012	211345	60.00		
			REIMB OF PROJECT BID DOCS	60.00
<b>Vendor Total</b>		<b>60.00</b>		
<b>FYTD for STEINY AND CO., INC.</b>		<b>60.00</b>		
<b>STENO SOLUTIONS TRANSCRIPTION SVCS., IN</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
2/27/2012	211521	1,552.64		
			DICTION & TRANSCRIPTION SVCS	1,552.64
<b>Vendor Total</b>		<b>1,552.64</b>		
<b>FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN</b>		<b>14,845.92</b>		



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<b>STEPHENS, QUINELL</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	211246	0.00		
			REFUND-1/13/12 RENTAL DEPOSIT	200.00
			REFUND-CREDIT ON ACCOUNT	106.68
			VOIDED CHECK #211246 - 2/29/12	-200.00
			VOIDED CHECK #211246 - 2/29/12	-106.68
	<b>Vendor Total</b>	<b>0.00</b>		
<b>FYTD for STEPHENS, QUINELL</b>		<b>0.00</b>		
<b>STEWART, CLIFFORD</b>				
			<u>Remit to:</u> <b>GLENDALE</b>	<b>AZ</b>
2/6/2012	884540	271.44		
			RETIREE MED FEB '12	271.44
	<b>Vendor Total</b>	<b>271.44</b>		
<b>FYTD for STEWART, CLIFFORD</b>		<b>2,150.16</b>		
<b>STEWART, RICHARD A.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
2/21/2012	211421	40.00		
			5 NATIONS BOY SCOUTS DINNER	40.00
	<b>Vendor Total</b>	<b>40.00</b>		
<b>FYTD for STEWART, RICHARD A.</b>		<b>217.50</b>		
<b>STILES ANIMAL REMOVAL, INC.</b>				
			<u>Remit to:</u> <b>GUASTI</b>	<b>CA</b>
2/13/2012	211346	150.00		
			LARGE ANIMAL CARCASS REMOVAL	150.00
	<b>Vendor Total</b>	<b>150.00</b>		
<b>FYTD for STILES ANIMAL REMOVAL, INC.</b>		<b>900.00</b>		
<b>STK ARCHITECTURE, INC.</b>				
			<u>Remit to:</u> <b>TEMECULA</b>	<b>CA</b>
2/21/2012	884622	5,054.64		
			ANNEX #1 RE-DESIGN/RENOV. PROJ	5,004.24
			ANNEX #1 RE-DESIGN/RENOV. PROJ	50.40
	<b>Vendor Total</b>	<b>5,054.64</b>		
<b>FYTD for STK ARCHITECTURE, INC.</b>		<b>178,783.04</b>		
<b>STRICKLER ASSOCIATION, THE</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO</b>	<b>CA</b>
2/13/2012	884579	4,322.50		
			CONSULTING SVCS-EDD	4,322.50
	<b>Vendor Total</b>	<b>4,322.50</b>		
<b>FYTD for STRICKLER ASSOCIATION, THE</b>		<b>27,348.75</b>		



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<b>STRICKLER II, JOHN W.</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO</b> <b>CA</b>	
2/6/2012	884541	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for STRICKLER II, JOHN W.</b>		<b>2,549.84</b>		
<b>SULLY MILLER CONTRACTING</b>				
			<u>Remit to:</u> <b>BREA</b> <b>CA</b>	
2/13/2012	211347	60.00	REIMB OF PROJECT BID DOCS	60.00
<b>Vendor Total</b>		<b>60.00</b>		
<b>FYTD for SULLY MILLER CONTRACTING</b>		<b>60.00</b>		
<b>SUNDOWN WINDOW TINTNG</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/21/2012	884623	135.00	INSTALL WINDOW FILM-HOLD CELLS	135.00
<b>Vendor Total</b>		<b>135.00</b>		
<b>FYTD for SUNDOWN WINDOW TINTNG</b>		<b>799.82</b>		
<b>SUNNYMEAD ACE HARDWARE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/13/2012	211348	203.31	MISC SUPPLIES-PD	5.00
			MISC SUPPLIES-PD	101.21
			MISC SUPPLIES-PD	5.27
			MISC SUPPLIES-PD	11.83
			MISC SUPPLIES-PD	35.53
			MISC SUPPLIES-FIRE DEPT	1.78
			MISC SUPPLIES-FIRE DEPT	42.69
2/21/2012	211422	9.15	MISC SUPPLIES-PD	9.15
<b>Vendor Total</b>		<b>212.46</b>		
<b>FYTD for SUNNYMEAD ACE HARDWARE</b>		<b>1,139.29</b>		
<b>TAX COMPLIANCE SERVICES</b>				
			<u>Remit to:</u> <b>THOUSAND OAKS</b> <b>CA</b>	
2/27/2012	211522	5,000.00	UUT COMPLIANCE & AUDIT SVCS	5,000.00
<b>Vendor Total</b>		<b>5,000.00</b>		
<b>FYTD for TAX COMPLIANCE SERVICES</b>		<b>47,500.00</b>		
<b>TEICHERT, RICHARD</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
2/21/2012	211424	177.50	PER DIEM-CSMFO 2012 ANNL CONF.	177.50
<b>Vendor Total</b>		<b>177.50</b>		
<b>FYTD for TEICHERT, RICHARD</b>		<b>979.62</b>		



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<b>TEK TIME SYSTEMS, LLC</b>				
2/6/2012	884542	144.95	REPAIR SVCS-DATE STAMP	144.95
			<u>Remit to:</u> <b>SAN BERNARDINO</b>	<b>CA</b>
	<b>Vendor Total</b>	<b>144.95</b>		
<b>FYTD for TEK TIME SYSTEMS, LLC</b>		<b>431.67</b>		
<b>THINK TOGETHER, INC</b>				
2/6/2012	211248	7,384.95	REIMB-AFTER SCHOOL PRGM SNACKS	7,384.95
			<u>Remit to:</u> <b>SANTA ANA</b>	<b>CA</b>
	<b>Vendor Total</b>	<b>7,384.95</b>		
<b>FYTD for THINK TOGETHER, INC</b>		<b>2,105,839.45</b>		
<b>THOMPSON COBURN LLP</b>				
2/6/2012	884543	1,408.00	LEGAL SVCS FOR MVU	1,408.00
			<u>Remit to:</u> <b>WASHINGTON</b>	<b>DC</b>
	<b>Vendor Total</b>	<b>1,408.00</b>		
<b>FYTD for THOMPSON COBURN LLP</b>		<b>17,985.65</b>		
<b>THOMSON REUTERS INC</b>				
2/21/2012	211425	92.68	LEGAL PUBLICATIONS SUBSCRPTNS	92.68
			<u>Remit to:</u> <b>ENCINO</b>	<b>CA</b>
	<b>Vendor Total</b>	<b>92.68</b>		
<b>FYTD for THOMSON REUTERS INC</b>		<b>5,119.61</b>		
<b>TKE ENGINEERING INC</b>				
2/13/2012	211349	8,064.61	DRACAEA AVE SIDEWALK IMPRVMNTS	8,064.61
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
	<b>Vendor Total</b>	<b>8,064.61</b>		
<b>FYTD for TKE ENGINEERING INC</b>		<b>12,479.61</b>		
<b>T-MOBILE USA</b>				
2/21/2012	211423	100.00	E911 LOCATOR TOOL SVCS FOR PD	100.00
			<u>Remit to:</u> <b>SEATTLE</b>	<b>WA</b>
	<b>Vendor Total</b>	<b>100.00</b>		
<b>FYTD for T-MOBILE USA</b>		<b>100.00</b>		
<b>TOMAR ELECTRONICS</b>				
2/13/2012	211350	60.00	REIMB OF PROJECT BID DOCS	60.00
			<u>Remit to:</u> <b>TEMECULA</b>	<b>CA</b>
	<b>Vendor Total</b>	<b>60.00</b>		
<b>FYTD for TOMAR ELECTRONICS</b>		<b>60.00</b>		



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<b>TOMEI, KAREN</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/27/2012	211523	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for TOMEI, KAREN</b>		<b>20.00</b>		
<b>TONY AND WALESKA BECERRA</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
2/13/2012	211351	1,175.00	MOVING EXP.-FED RELOC. ASSIST.	1,175.00
2/27/2012	211524	3,153.33	FEDERAL RELOCATION ASSISTANCE	3,153.33
<b>Vendor Total</b>		<b>4,328.33</b>		
<b>FYTD for TONY AND WALESKA BECERRA</b>		<b>4,328.33</b>		
<b>TRICHE, TARA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/21/2012	211426	1,842.60	INSTRUCTOR SVCS-BALLET INTERMD	88.80
			INSTRUCTOR SVCS-BALLET	244.20
			INSTRUCTOR SVCS-BALLET/ACRO	310.80
			INSTRUCTOR SVCS-DANCE EXPLOR.	244.20
			INSTRUCTOR SVCS-DANCE EXPLOR.	177.60
			INSTRUCTOR SVCS-DANCE EXPLOR.	199.80
			INSTRUCTOR SVCS-DANCE EXPLOR.	333.00
			INSTRUCTOR SVCS-HIP HOP DANCE	244.20
<b>Vendor Total</b>		<b>1,842.60</b>		
<b>FYTD for TRICHE, TARA</b>		<b>17,227.20</b>		
<b>TRI-CITY ACOUSTICS</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
2/27/2012	211525	44.00	REFUND-BUS. LIC OVRPMT	44.00
<b>Vendor Total</b>		<b>44.00</b>		
<b>FYTD for TRI-CITY ACOUSTICS</b>		<b>44.00</b>		
<b>TRI-CITY LINEN SUPPLY, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/6/2012	884544	75.00	LINEN RENTAL FOR CRC	25.00
			LINEN RENTAL FOR CRC	25.00
			LINEN RENTAL FOR CRC	25.00
2/21/2012	884624	50.00	LINEN RENTAL FOR CRC	25.00
			LINEN RENTAL FOR CRC	25.00
<b>Vendor Total</b>		<b>125.00</b>		
<b>FYTD for TRI-CITY LINEN SUPPLY, INC.</b>		<b>1,275.43</b>		





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<b>TRILAR MANAGEMENT GROUP</b>				
			Remit to: <b>HEMET</b>	<b>CA</b>
2/13/2012	211353	4,343.67		
			LATE RENT PYMT FOR RESIDENTS	2,096.67
			LATE RENT PYMT FOR RESIDENTS	1,600.00
			LATE RENT PYMT FOR RESIDENTS	647.00
<b>Vendor Total</b>		<b>4,343.67</b>		
<b>FYTD for TRILAR MANAGEMENT GROUP</b>		<b>4,343.67</b>		
<b>TROPICAL PLAZA NURSERY, INC.</b>				
			Remit to: <b>VILLA PARK</b>	<b>CA</b>
2/13/2012	211354	6,086.12		
			LANDSCAPE MAINT-ZONE E-2	6,086.12
2/21/2012	211427	378.62		
			IRRIGATION REPAIRS-ZONE E-2	378.62
<b>Vendor Total</b>		<b>6,464.74</b>		
<b>FYTD for TROPICAL PLAZA NURSERY, INC.</b>		<b>91,659.15</b>		
<b>TRUGREEN LANDCARE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/13/2012	884580	10,955.94		
			LANDSCAPE MAINT-ZONE M	5,532.72
			LANDSCAPE MAINT-ZONE DSG-1	5,121.57
			ADDTL LANDSCAPE WORK-ZONE E-4	301.65
2/21/2012	884625	12,670.00		
			LANDSCAPE MAINT-ZONE E-16	2,485.00
			TREE TRIMMING SVCS	275.00
			TREE TRIMMING SVCS	9,910.00
2/27/2012	884662	8,790.03		
			LANDSCAPE MAINT-ZONE E-4	7,980.86
			LANDSCAPE MAINT-ZONE E-4A	465.00
			IRRIGATION REPAIRS-ZONE E-4	344.17
<b>Vendor Total</b>		<b>32,415.97</b>		
<b>FYTD for TRUGREEN LANDCARE</b>		<b>209,543.07</b>		
<b>TRULY NOLEN OF AMERICA, INC</b>				
			Remit to: <b>TUCSON</b>	<b>AZ</b>
2/27/2012	211526	61.51		
			REFUND-BUS. LIC OVRPMT	61.51
<b>Vendor Total</b>		<b>61.51</b>		
<b>FYTD for TRULY NOLEN OF AMERICA, INC</b>		<b>61.51</b>		
<b>TUNG, SOLKY</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/27/2012	211527	30.00		
			REFUND-LINE DANCING CLASS CANC	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for TUNG, SOLKY</b>		<b>30.00</b>		



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<b>TUNTLAND, JAMES</b>				
			Remit to: <b>PRESCOTT</b>	<b>AZ</b>
2/6/2012	884545	271.44	RETIREE MED FEB '12	271.44
<b>Vendor Total</b>		<b>271.44</b>		
<b>FYTD for TUNTLAND, JAMES</b>		<b>2,150.16</b>		
<b>TW TELECOM</b>				
			Remit to: <b>DENVER</b>	<b>CO</b>
2/13/2012	211355	3,918.05	TELECOM SVCS-LOCAL/LONG DIST.	3,918.05
<b>Vendor Total</b>		<b>3,918.05</b>		
<b>FYTD for TW TELECOM</b>		<b>3,918.05</b>		
<b>U.S. HEALTHWORKS MEDICAL GROUP</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
2/21/2012	211428	115.00	EMPLOYEE DRUG & DOT TESTS	115.00
<b>Vendor Total</b>		<b>115.00</b>		
<b>FYTD for U.S. HEALTHWORKS MEDICAL GROUP</b>		<b>345.00</b>		
<b>U.S. POSTAL SERVICE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/21/2012	211429	8,000.00	POSTAGE FOR MAILING REC GUIDES	8,000.00
<b>Vendor Total</b>		<b>8,000.00</b>		
<b>FYTD for U.S. POSTAL SERVICE</b>		<b>27,000.00</b>		
<b>ULTRERAS, ALEJANDRA</b>				
			Remit to: <b>CUDAHY</b>	<b>CA</b>
2/6/2012	211250	40.00	REFUND-RABIES DEPOSIT	20.00
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>40.00</b>		
<b>FYTD for ULTRERAS, ALEJANDRA</b>		<b>40.00</b>		
<b>UNDERGROUND SERVICE ALERT</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
2/13/2012	884581	441.00	DIGALERT TICKETS SUBSCRPTN SVC	110.25
			DIGALERT TICKETS SUBSCRPTN SVC	110.25
			DIGALERT TICKETS SUBSCRPTN SVC	110.25
			DIGALERT TICKETS SUBSCRPTN SVC	110.25
2/27/2012	884663	504.00	DIGALERT TICKETS SUBSCRPTN SVC	126.00
			DIGALERT TICKETS SUBSCRPTN SVC	126.00
			DIGALERT TICKETS SUBSCRPTN SVC	126.00
			DIGALERT TICKETS SUBSCRPTN SVC	126.00
<b>Vendor Total</b>		<b>945.00</b>		
<b>FYTD for UNDERGROUND SERVICE ALERT</b>		<b>4,234.50</b>		



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<b>UNION BANK OF CALIFORNIA</b>				
			Remit to: <b>SAN DIEGO</b>	<b>CA</b>
2/6/2012	211251	291.67	INVESTMENT SAFEKEEPING SVCS	291.67
<b>Vendor Total</b>		<b>291.67</b>		
<b>FYTD for UNION BANK OF CALIFORNIA</b>		<b>2,333.36</b>		
<b>UNITED POWER GENERATION, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/6/2012	211252	4,119.30	GENERATOR MAINT/TEST-FIRE ST58	770.00
			GENERATOR MAINT/TEST-FIRE ST91	750.30
			GENERATOR MAINT/TEST-FIRE ST 6	750.60
			GENERATOR MAINT/TEST-FIRE ST 2	757.80
			GENERATOR MAINT-FIRE ST 48	340.30
			GENERATOR MAINT/TEST-FIRE ST65	750.30
2/13/2012	211356	615.00	GENERATOR MAINT.-CITY YARD	307.50
			GENERATOR MAINT.-CITY YARD	307.50
2/21/2012	211430	3,521.83	GENERATOR REPAIR-CITY YARD	307.50
			GENERATOR REPAIR-CITY YARD	51.17
			GENERATOR REPAIR-CITY YARD	307.50
			GENERATOR REPAIR-CITY YARD	51.16
			GENERATOR MAINT/TEST-ANML SHLT	864.90
			GENERATOR MAINT/TEST-CITY HALL	646.53
			GENERATOR MAINT/TEST-CITY HALL	646.53
			GENERATOR MAINT/TEST-CITY HALL	646.54
<b>Vendor Total</b>		<b>8,256.13</b>		
<b>FYTD for UNITED POWER GENERATION, INC.</b>		<b>11,730.58</b>		
<b>UNITED ROTARY BRUSH CORP</b>				
			Remit to: <b>ESCONDIDO</b>	<b>CA</b>
2/13/2012	884582	1,605.93	BROOM KITS FOR ST. SWEEPERS	339.77
			BROOM KITS FOR ST. SWEEPERS	1,266.16
2/27/2012	884664	1,899.23	BROOM KITS FOR ST. SWEEPERS	519.82
			BROOM KITS FOR ST. SWEEPERS	1,379.41
<b>Vendor Total</b>		<b>3,505.16</b>		
<b>FYTD for UNITED ROTARY BRUSH CORP</b>		<b>31,548.11</b>		
<b>UNITED SITE SERVICES OF CA, INC.</b>				
			Remit to: <b>EL MONTE</b>	<b>CA</b>
2/13/2012	884583	106.40	FENCE RENTAL-ANIMAL SHELTER	106.40
2/21/2012	884626	106.40	FENCE RENTAL-ANIMAL SHELTER	106.40
<b>Vendor Total</b>		<b>212.80</b>		
<b>FYTD for UNITED SITE SERVICES OF CA, INC.</b>		<b>1,108.59</b>		



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<b>UNITED STATES TREASURY</b>				
			Remit to: <b>CINCINNATI</b>	<b>OH</b>
2/13/2012	211357	141.36		
			PAYROLL DEDUCTION AGREEMENT	141.36
2/27/2012	211528	89.52		
			PAYROLL DEDUCTION AGREEMENT	89.52
<b>Vendor Total</b>		<b>230.88</b>		
<b>FYTD for UNITED STATES TREASURY</b>		<b>1,657.12</b>		
<b>UNITED WAY OF INLAND VALLEYS</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/13/2012	211358	335.00		
			UNITED WAY CONTRIBUTIONS	335.00
2/27/2012	211529	335.00		
			UNITED WAY CONTRIBUTIONS	335.00
<b>Vendor Total</b>		<b>670.00</b>		
<b>FYTD for UNITED WAY OF INLAND VALLEYS</b>		<b>8,177.66</b>		
<b>US TROPHY</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/27/2012	211530	32.00		
			REFUND-BUS. LIC OVRPMT	32.00
<b>Vendor Total</b>		<b>32.00</b>		
<b>FYTD for US TROPHY</b>		<b>32.00</b>		
<b>USA MOBILITY/ARCH WIRELESS</b>				
			Remit to: <b>ALEXANDRIA</b>	<b>VA</b>
2/21/2012	884627	35.70		
			PAGER SVC FOR PARK RANGERS	1.69
			PAGER SVC FOR TRANSP. DIV	4.60
			PAGER SVC FOR ANIMAL SVCS	29.41
<b>Vendor Total</b>		<b>35.70</b>		
<b>FYTD for USA MOBILITY/ARCH WIRELESS</b>		<b>288.10</b>		



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<b>VACATE TERMITE &amp; PEST ELIMINATION CO.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	884546	1,170.00		
			PEST CNTRL-FIRE ST #48	45.00
			PEST CNTRL-TOWNGATE COMM. CTR	45.00
			PEST CNTRL-FIRE ST #65	45.00
			PEST CNTRL-FIRE ST #6	45.00
			PEST CNTRL-UTILITY FIELD OFF.	45.00
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-FIRE ST #58	45.00
			PEST CNTRL-SENIOR CTR	55.00
			PEST CNTRL-FIRE ST #2	45.00
			PEST CNTRL-FIRE ST #91	45.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-PUB SAFETY BLDG	75.00
			PEST CNTRL-EOC	55.00
			PEST CNTRL-CONF & REC CTR	75.00
			PEST CNTRL-MARB ASES BLDG	45.00
			PEST CNTRL-MARCH FLD PRK C.C.	45.00
			PEST CNTRL-TRANSP. TRAILER	45.00
			PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-ANIMAL SHELTER	115.00
2/27/2012	884665	90.00		
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
<b>Vendor Total</b>		<b>1,260.00</b>		
<b>FYTD for VACATE TERMITE &amp; PEST ELIMINATION CO.</b>		<b>13,550.00</b>		
<b>VALI COOPER &amp; ASSOCIATES, INC.</b>				
			Remit to: <b>POINT RICHMOND</b>	<b>CA</b>
2/6/2012	884547	6,720.00		
			PROF CONSULTANT STAFFING SVCS	6,720.00
<b>Vendor Total</b>		<b>6,720.00</b>		
<b>FYTD for VALI COOPER &amp; ASSOCIATES, INC.</b>		<b>69,072.50</b>		
<b>VALLEY CITIES GONZALES FENCE CO</b>				
			Remit to: <b>NORCO</b>	<b>CA</b>
2/27/2012	211531	24.00		
			REFUND-BUS. LIC OVRPMT	24.00
<b>Vendor Total</b>		<b>24.00</b>		
<b>FYTD for VALLEY CITIES GONZALES FENCE CO</b>		<b>4,737.00</b>		
<b>VARIABLE SPEED SOLUTION, INC.</b>				
			Remit to: <b>HUNTINGTON BEACH</b>	<b>CA</b>
2/27/2012	211532	1,871.00		
			PUMP REPAIR SVC-DSG-1/TR 32625	1,871.00
<b>Vendor Total</b>		<b>1,871.00</b>		
<b>FYTD for VARIABLE SPEED SOLUTION, INC.</b>		<b>1,871.00</b>		



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For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VARIABLE SPEEDS SOLUTIONS INC</b>				
			<u>Remit to:</u> <b>HUNTINGTON BEACH CA</b>	
2/6/2012	211253	190.00	PUMP REPAIR-ZONE DSG-2 TR32625	190.00
2/13/2012	211359	355.04	PUMP REPAIR MATERIALS-ZN DSG-1 PUMP REPAIR LABOR-ZN DSG-1	70.04 285.00
<b>Vendor Total</b>		<b>545.04</b>		
<b>FYTD for VARIABLE SPEEDS SOLUTIONS INC</b>		<b>5,033.79</b>		
<b>VAS ASSOCIATES, INC.</b>				
			<u>Remit to:</u> <b>CORONA CA</b>	
2/6/2012	884548	10,800.00	PROF CONSULTANT STAFFING SVCS	10,800.00
<b>Vendor Total</b>		<b>10,800.00</b>		
<b>FYTD for VAS ASSOCIATES, INC.</b>		<b>144,240.00</b>		
<b>VAVRINEK, TRINE, DAY &amp; CO., LLP</b>				
			<u>Remit to:</u> <b>SACRAMENTO CA</b>	
2/27/2012	211533	1,190.00	CONSULTANT ACCOUNTING SVCS CONSULTANT ACCOUNTING SVCS	965.00 225.00
<b>Vendor Total</b>		<b>1,190.00</b>		
<b>FYTD for VAVRINEK, TRINE, DAY &amp; CO., LLP</b>		<b>50,910.00</b>		
<b>VELASQUEZ, BETHANY</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
2/27/2012	211534	30.00	REFUND-CONTRACT CLASS	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for VELASQUEZ, BETHANY</b>		<b>77.00</b>		
<b>VERIZON</b>				
			<u>Remit to:</u> <b>TRENTON NJ</b>	
2/27/2012	211535	1,780.87	BACKBONE COMMUN. CHARGES	1,780.87
<b>Vendor Total</b>		<b>1,780.87</b>		
<b>FYTD for VERIZON</b>		<b>13,923.14</b>		
<b>VERIZON CALIFORNIA</b>				
			<u>Remit to:</u> <b>DALLAS TX</b>	
2/13/2012	211360	778.50	PHONE CHARGES-ERC PHONE CHARGES-NPDES TR 32834 PHONE CHGS-WQB TR# 31212/31327 PHONE CHGS-WQB TR# 31212/31327	618.34 25.93 85.56 48.67
2/27/2012	211536	618.34	PHONE CHARGES-ERC	618.34
<b>Vendor Total</b>		<b>1,396.84</b>		
<b>FYTD for VERIZON CALIFORNIA</b>		<b>5,511.00</b>		



# City of Moreno Valley

## Check Register

For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VERTEX, INC.</b>				
			Remit to: <b>BERWYN</b>	<b>PA</b>
2/21/2012	211434	789.28		
			VERTEX PAYROLL TAX Q SERIES	789.28
<b>Vendor Total</b>		<b>789.28</b>		
<b>FYTD for VERTEX, INC.</b>		<b>1,578.56</b>		
<b>VICTOR MEDICAL CO</b>				
			Remit to: <b>LAKE FOREST</b>	<b>CA</b>
2/13/2012	211361	2,187.87		
			ANIMAL MEDICAL SUPPLIES	802.74
			ANIMAL MEDICAL SUPPLIES	1,385.13
<b>Vendor Total</b>		<b>2,187.87</b>		
<b>FYTD for VICTOR MEDICAL CO</b>		<b>11,771.56</b>		
<b>VIEWU</b>				
			Remit to: <b>SEATTLE</b>	<b>WA</b>
2/21/2012	211431	7,019.00		
			WEARABLE VIDEO CAMERAS	7,000.00
			SHIPPING	19.00
			CA USE TAX @ 7.75%	542.50
			USE TAX ACCRUAL	-542.50
<b>Vendor Total</b>		<b>7,019.00</b>		
<b>FYTD for VIEWU</b>		<b>28,222.40</b>		
<b>VIGIL, ERNEST</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	884549	318.73		
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for VIGIL, ERNEST</b>		<b>2,549.84</b>		
<b>VISTA PAINT CORPORATION</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/13/2012	211362	5,008.56		
			TRAFFIC PAINT	1,422.49
			TRAFFIC PAINT	1,762.23
			TRAFFIC PAINT	1,823.84
2/27/2012	211537	130.79		
			PAINT/SUPPLIES-GRAFFITI RMVL	130.79
<b>Vendor Total</b>		<b>5,139.35</b>		
<b>FYTD for VISTA PAINT CORPORATION</b>		<b>8,278.88</b>		
<b>VOYAGER FLEET SYSTEM, INC.</b>				
			Remit to: <b>HOUSTON</b>	<b>TX</b>
2/13/2012	884584	1,265.59		
			CNG FUEL PURCHASES	33.76
			CNG FUEL PURCHASES	1,018.06
			CNG FUEL PURCHASES	213.77
<b>Vendor Total</b>		<b>1,265.59</b>		
<b>FYTD for VOYAGER FLEET SYSTEM, INC.</b>		<b>18,975.06</b>		



# City of Moreno Valley

## Check Register

For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VULCAN MATERIALS CO, INC.</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO</b>	<b>CA</b>
2/13/2012	211363	1,098.69		
			ASPHALTIC MATERIALS	145.47
			ASPHALTIC MATERIALS	145.47
			ASPHALTIC MATERIALS	146.17
			ASPHALTIC MATERIALS	111.33
			ASPHALTIC MATERIALS	110.62
			ASPHALTIC MATERIALS	109.91
			ASPHALTIC MATERIALS	110.62
			ASPHALTIC MATERIALS	109.91
			ASPHALTIC MATERIALS	109.19
2/27/2012	211538	655.51		
			ASPHALTIC MATERIALS	73.64
			ASPHALTIC MATERIALS	181.02
			ASPHALTIC MATERIALS	144.76
			ASPHALTIC MATERIALS	145.47
			ASPHALTIC MATERIALS	110.62
<b>Vendor Total</b>		<b>1,754.20</b>		
<b>FYTD for VULCAN MATERIALS CO, INC.</b>		<b>16,616.83</b>		
<b>WAGGONER JR., GLENN C.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	884550	276.58		
			RETIREE MED JAN12,PD FEB12	276.58
<b>Vendor Total</b>		<b>276.58</b>		
<b>FYTD for WAGGONER JR., GLENN C.</b>		<b>2,063.20</b>		
<b>WAGNER, GARY D.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	884551	318.73		
			RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WAGNER, GARY D.</b>		<b>2,549.84</b>		
<b>WEST</b>				
			<u>Remit to:</u> <b>SAINT PAUL</b>	<b>MN</b>
2/6/2012	211255	677.10		
			AUTO TRACK SVCS-PD	677.10
<b>Vendor Total</b>		<b>677.10</b>		
<b>FYTD for WEST</b>		<b>3,756.89</b>		





# City of Moreno Valley

## Check Register

For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WEST COAST ARBORISTS, INC.</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
2/6/2012	884552	1,085.00	TREE TRIMMING SVCS-ZONE DSG-2S	1,085.00
2/13/2012	884585	11,030.00	TREE TRIMMING SVCS	3,000.00
			TREE TRIMMING SVCS	2,850.00
			TREE TRIMMING SVCS-ZONE E-16	2,625.00
			TREE REMOVAL SVCS-ZONE E-16	875.00
			TREE TRIMMING SVCS-ZONE E-2	875.00
			TREE TRIMMING SVCS-ZONE E-1	805.00
2/27/2012	884666	4,980.00	TREE TRIMMING SVCS	150.00
			TREE TRIMMING SVCS-ZONE E-7	2,345.00
			TREE TRIMMING SVCS-ZONE E-3	1,785.00
			TREE REMOVAL SVCS-ZONE E-3	700.00
<b>Vendor Total</b>		<b>17,095.00</b>		
<b>FYTD for WEST COAST ARBORISTS, INC.</b>		<b>31,545.00</b>		
<b>WESTERN MUNICIPAL WATER DISTRICT</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
2/27/2012	211539	2,250.79	WATER CHARGES	1,161.28
			WATER CHARGES	81.03
			WATER CHARGES	19.10
			WATER CHARGES	989.38
<b>Vendor Total</b>		<b>2,250.79</b>		
<b>FYTD for WESTERN MUNICIPAL WATER DISTRICT</b>		<b>19,533.35</b>		
<b>WESTOVER, MARK</b>				
			Remit to: <b>SAN DIEGO</b>	<b>CA</b>
2/6/2012	884553	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WESTOVER, MARK</b>		<b>2,320.66</b>		
<b>WHEELER, ANDREA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
2/6/2012	211256	15.00	REFUND-ANIMAL LICENSE	15.00
<b>Vendor Total</b>		<b>15.00</b>		
<b>FYTD for WHEELER, ANDREA</b>		<b>15.00</b>		
<b>WIBERG, CHRISTOPHER</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
2/6/2012	211257	318.73	RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WIBERG, CHRISTOPHER</b>		<b>2,760.28</b>		



# City of Moreno Valley

## Check Register

For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WIELIN, RONALD A.</b>				
2/6/2012	884554	318.73	Remit to: <b>BANNING</b> <b>CA</b> RETIREE MED FEB '12	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WIELIN, RONALD A.</b>		<b>2,549.84</b>		
<b>WILLIAMS, JANE L.</b>				
2/6/2012	884555	192.40	Remit to: <b>GRAND FORKS</b> <b>ND</b> RETIREE MED DEC11,PD FEB12	192.40
<b>Vendor Total</b>		<b>192.40</b>		
<b>FYTD for WILLIAMS, JANE L.</b>		<b>1,346.80</b>		
<b>WILLIAMS, PATRICIA</b>				
2/6/2012	211258	20.00	Remit to: <b>RIVERSIDE</b> <b>CA</b> REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for WILLIAMS, PATRICIA</b>		<b>20.00</b>		
<b>WILLIS, ROBERT H</b>				
2/21/2012	211432	60.00	Remit to: <b>PERRIS</b> <b>CA</b> SPORTS OFFICIATING SVCS	60.00
2/27/2012	211540	60.00	SPORTS OFFICIATING SVCS	60.00
<b>Vendor Total</b>		<b>120.00</b>		
<b>FYTD for WILLIS, ROBERT H</b>		<b>1,760.00</b>		
<b>WILSON-BEILKE, DENESE</b>				
2/6/2012	211259	3,187.30	Remit to: <b>GLENDORA</b> <b>CA</b> RETIREE MED MAR-DEC11,PD FEB12	3,187.30
<b>Vendor Total</b>		<b>3,187.30</b>		
<b>FYTD for WILSON-BEILKE, DENESE</b>		<b>3,187.30</b>		
<b>WINCHESTER ASSOCIATES, INC</b>				
2/27/2012	211541	23.68	Remit to: <b>MORENO VALLEY</b> <b>CA</b> REFUND-BUS. LIC OVRPMT	23.68
<b>Vendor Total</b>		<b>23.68</b>		
<b>FYTD for WINCHESTER ASSOCIATES, INC</b>		<b>23.68</b>		
<b>WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.</b>				
2/13/2012	211364	4,513.59	Remit to: <b>RIVERSIDE</b> <b>CA</b> TUMF REPORT FOR JANUARY 2012	4,513.59
<b>Vendor Total</b>		<b>4,513.59</b>		
<b>FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.</b>		<b>230,996.01</b>		



# City of Moreno Valley

## Check Register

For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WURM'S JANITORIAL SERVICES, INC.</b>			<u>Remit to:</u> <b>CORONA</b>	<b>CA</b>
2/6/2012	884556	2,795.00	JANITORIAL SVCS-CRC RENTALS	2,795.00
2/13/2012	884586	260.00	JANITORIAL SVCS-SR CTR RENTALS	260.00
2/21/2012	884629	21,915.38	JANITORIAL SVCS-CITY HALL	4,588.23
			JANITORIAL SVCS-CITY YARD	346.90
			JANITORIAL SVCS-TRANSP TRAILER	98.40
			JANITORIAL SVCS-EOC	688.36
			JANITORIAL SVCS-EMP RES CTR	532.81
			JANITORIAL SVCS-SP DIST ANNEX	735.73
			JANITORIAL SVCS-FACIL. ANNEX	124.29
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-MRCH FLD PK CC	955.70
			JANITORIAL SVCS-PUB SFTY BLDG	5,564.25
			JANITORIAL SVCS-SENIOR CTR	1,916.18
			JANITORIAL SVCS-TOWNGATE C.C.	691.38
			JANITORIAL SVCS-TS ANNEX	453.43
			JANITORIAL SVCS-CONF & REC CTR	3,447.93
2/27/2012	884667	1,748.08	JANITORIAL SVCS-CRC RENTALS	440.00
			JANITORIAL SVCS-TOWNGT RENTALS	120.00
			JANITORIAL SVCS-SR CTR RENTALS	130.00
			JANITORIAL SVCS-SUNNYMD ELEM.	184.10
			JANITORIAL SVCS-GANG TASK FRC	112.82
			JANITORIAL SVCS-RAINBOW RIDGE	310.19
			JANITORIAL SVCS-THINK TG BLDG	298.87
			JANITORIAL SVCS-SUNNYMD MIDDLE	152.10
<b>Vendor Total</b>		<b>26,718.46</b>		
<b>FYTD for WURM'S JANITORIAL SERVICES, INC.</b>		<b>201,822.01</b>		
<b>XEROX</b>			<u>Remit to:</u> <b>DALLAS</b>	<b>TX</b>
2/13/2012	211365	1,685.11	COPIER BILLABLE PRINTS-PARKS	548.92
			COPIER RNTL/MAINT/PRNTS-GRPHCS	1,136.19
2/21/2012	211433	3,048.82	COPIER RNTL/MAINT/PRNTS-PD	779.47
			COPIER RNTL/MAINT-PD	84.38
			COPIER RNTL/MAINT/PRNTS-PD	597.34
			LEASE OF XEROX XC550-PARKS	566.25
			LEASE OF XEROX EX560-PARKS	490.76
			COPIER BILLABLE PRINTS-GRPHCS	137.18
			LEASE OF XEROX EX560-GRAPHICS	393.44
2/27/2012	211542	76.51	COPIER RNTL/MAINT-PD	76.51
<b>Vendor Total</b>		<b>4,810.44</b>		
<b>FYTD for XEROX</b>		<b>33,727.41</b>		

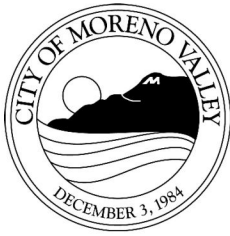


# City of Moreno Valley

## Check Register

For Period 2/1/2012 through 2/29/2012

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>YAMASHITA, JULIA J.</b>				
			<u>Remit to:</u> <b>LAGUNA WOODS</b> <b>CA</b>	
2/6/2012	884557	161.50		
			RETIREE MED DEC11,PD FEB12	161.50
<b>Vendor Total</b>		<b>161.50</b>		
<b>FYTD for YAMASHITA, JULIA J.</b>		<b>1,292.00</b>		
<b>ZEPEDA, ADAM</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
2/6/2012	211260	95.00		
			REFUND-ANIMAL SVCS DEPOSITS	20.00
			REFUND-ANIMAL SVCS DEPOSITS	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for ZEPEDA, ADAM</b>		<b>95.00</b>		
<b>ZEPEDA, CHRISTINE</b>				
			<u>Remit to:</u> <b>PERRIS</b> <b>CA</b>	
2/6/2012	211261	20.00		
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for ZEPEDA, CHRISTINE</b>		<b>20.00</b>		
<b>Subtotal</b>		<b>1,095,720.14</b>		
<b>GRAND TOTAL</b>		<b>10,299,738.78</b>		



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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** April 24, 2012

**TITLE:** ANNUAL STATEMENT OF INVESTMENT POLICY

---

### **RECOMMENDED ACTION**

The Finance Sub-committee of the City Council recommends that the City Council adopt the attached Annual Statement of Investment Policy.

### **BACKGROUND**

In response to the Orange County bankruptcy and investment problems and in order to deal with tightening regulations and controls over local investment of public funds, Senate Bills 866 and 564 were signed into law and became effective January 1, 1996, creating California Government Code Sections 53601 and 53646, respectively. California Government Code Section 53601 delineates the types of investments allowed and defines various restrictions governing these investments. California Government Code Section 53646 originally required periodic review of the investment report and investment policy by the governing body of the local agency. However this section has since been amended to make these periodic reviews optional. The City's investment policy, originally adopted in December, 1996, is in full compliance with the requirements of both the above mentioned Code Sections in addressing: the types of investments allowed; the governing restrictions on these investments; the perfection of receipt through proper arrangements; and, the reporting and review requirements.

### **DISCUSSION**

The City's Investment Policy calls for the policy to be reviewed and adopted by the City Council annually. The policy was last updated in May, 2011 and revised to reflect the outsourcing of the investment management functions with Chandler Asset Management. The policy was certified by the Association of Public Treasurers of the United States and Canada (APT US&C) in June 2006 and due to the significant nature

of the latest revisions that occurred since then we plan to submit the current policy for review in June 2012.

The Investment Policy has been reviewed by both staff of the City and Chandler Asset Management who acts as the City's investment management firm. Based on this review the following revisions are suggested.

- Reference to the Community Redevelopment Agency of the City of Moreno Valley will be deleted from both the Scope Section, paragraph I-A, and the Delegation of Authority Section, paragraph IV-A.
- The City of Moreno Valley Housing Authority will be added to both the Scope Section, paragraph I-A, and Delegation of Authority Section, paragraph IV-A.
- Added Paragraph XIV-C: Market Return (Benchmark): The City's investment strategy is active. Given this strategy, the basis used by the Treasurer to determine whether market return is being achieved shall be to identify a benchmark which reflects a portfolio structure that is comparable to the City's portfolio. An example as it pertains to the long term portion of the portfolio would be the Bank of America Merrill Lynch Index of 1to 5 Year Government securities.

The attached Statement of Investment Policy is prepared in compliance with California Government Code Section 53646. All the investments contained within the portfolio are in full compliance with this Investment Policy.

### **ALTERNATIVES**

1. Adopt Annual Statement of Investment Policy
2. Do not adopt Annual Statement of Investment Policy and provide staff with additional direction.

### **FISCAL IMPACT**

There is no fiscal impact.

### **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.

**SUMMARY**

California Government Code Sections 53601 and 53646, respectively delineate the types of investments allowed and defines various restrictions governing these investments and suggest a periodic review of the investment report and investment policy by the governing body of the local agency. The City's Investment Policy has established a review process whereby the Council reviews and adopts the policy annually. The policy identifies allowable investments, the reporting process related to the investments, safekeeping measures in maintaining assets and the roles of staff in the management of the investment program. This policy revision was discussed in the Finance Sub-committee of the City Council's meeting of March 28, 2012. The Finance Sub-committee's recommended action is to adopt the Statement of Investment Policy as presented.

**ATTACHMENTS/EXHIBITS**

Attachment 1          Statement of Investment Policy

Prepared By:  
Brooke McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Richard Teichert  
Financial & Administrative Services Director

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

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**INVESTMENT POLICY**


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**PURPOSE:** The City Council of the City of Moreno Valley (City) and its related authorities and agencies recognizes its responsibility to properly direct the investments of funds under its care. It is the purpose of this policy to provide guidelines for the prudent investment of unexpended funds in a manner which allows for maximum security, while at the same time providing the best investment return to meet the daily cash flow demands of the City, and conform to all applicable statutes pertaining to the investment of public funds. In instances in which the Policy is more restrictive than Federal or State law, the Policy supersedes.

**I. Scope**

A. Investments for the City and its related authorities and agencies will be made on a pooled basis including the City of Moreno Valley, ~~the Community Redevelopment Agency of the City of Moreno Valley~~ the City of Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Public Financing Authority, and the Moreno Valley Industrial Development Authority. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

1. General Fund
2. Special Revenue Funds
3. Debt Service Funds
4. Capital Project Funds
5. Internal Service Funds
6. Agency Funds
7. Enterprise Funds

B. The City Council has the authority to allow investments that do not follow this policy as long as such investments are recommended by the City Manager and City Treasurer, and expressly authorized by the City Council.

C. At the time this policy is adopted, the portfolio may hold investments which were made in the past and in accordance with previous policies and existing State law, but do not meet the provisions of this policy. These past investments are grandfathered as permissible investments. The City may choose to hold these investments until maturity; however, their maturity cannot be extended without the expressed authorization of the City Council.

D. Funds excluded from this policy

1. **Bond Proceeds.** Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy. The overriding policy for the investment of bond proceeds will be dictated by the bond documents governing such funds as long as the documents are approved by the City Council or related governing board.
2. **Deferred Compensation Plans.** Investments related to the City's deferred compensation plans are not subject to this policy since third-party administrators manage them and the individual plan participant's direct investment and mutual fund selection. Deferred compensation plans must be approved by the City Council.

**II. Prudence**

A. Prudent Investor Standard: Management of the City's investments is governed by the Prudent Investor Standard as set forth in the California Government Code 53600.3:

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Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/27/10; 5/21/11

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**INVESTMENT POLICY**


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“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

- B. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

### III. Objectives

- A. The City’s investment philosophy sets the tone for its policies, practices, procedures and objectives that control the investment function. The investment of funds will be guided by the primary objectives of safety, liquidity and a reasonable market rate of return.
1. **Safety** – Safety of principal is the foremost objective of the investment program. The City will undertake investments in a manner that ensures the preservation of capital in the portfolio taken as a whole.
  2. **Liquidity** – The City will maintain sufficient cash and short-term investment instruments which, together with projected revenues, will provide sufficient liquidity so that the City will be able to meet all operating requirements which might be reasonably anticipated including an amount to cover reasonably estimated contingencies.
  3. **Reasonable market rate of return (Yield)** – The City’s investment portfolio will be designed with the objective to attain a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City’s investment risk constraints and the cash flow characteristics of the portfolio.
- B. The investment function will have the ongoing objectives of: assuring compliance with Federal, State and local laws governing the investment of public funds, maintaining reserves for long-term projects and contingencies, and establishing quality standards and limits related to the type of investments made and with which institutions investments are placed.

### IV. Delegation of Authority

- A. The City of Moreno Valley Municipal Code specifies that the City Council will appoint the City Treasurer. By resolution, the City Council has appointed the Financial & Administrative Services Director to serve as the City Treasurer. The Treasurer serves as the chief investment officer for the City and is authorized to invest or deposit the City’s funds in accordance with this policy, California Government Code Sections 53600 and 53630 et seq., and all other related Federal and State laws. The City Treasurer also serves as the Treasurer for the ~~Community Redevelopment Agency of the City of Moreno Valley~~ **City of Moreno Valley Housing Authority**, the Moreno Valley Public Financing Authority, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Community Services District and other related City entities. In the absence of the City Treasurer, and unless

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**INVESTMENT POLICY**


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otherwise delegated, the Treasury Operations Division Manager/Assistant City Treasurer will serve as the Acting Treasurer. The City Treasurer may appoint deputy treasurers to act on behalf of the City. The City Treasurer will provide written authorization in delegating any of his/her authority.

- B. The City Manager will provide periodic oversight to the investment function which includes but is not limited to reviewing monthly investment reports issued by the City Treasurer.
- C. The City Council's primary responsibilities over the investment function include approving the Investment Policy, annually reviewing such policy, reviewing monthly investment reports issued by the Treasurer, authorizing bond documents and other unique financing transactions, and authorizing any deviations from the City's investment policies.
- D. The Finance Sub-Committee of the City Council will provide oversight to the investment function through the periodic review of the investment report at their committee meetings.
- E. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

**V. Investment Procedures**

- A. The City Treasurer shall establish internal procedures for the operation of the investment program consistent with this policy. These procedures shall include, but are not limited to, the following items:
  - 1. Safekeeping
  - 2. Master repurchase agreements
  - 3. Wire transfer agreements
  - 4. Collateral/Depository agreements
  - 5. Broker/Dealer relationships
- B. Cash handling and cash management are integral components of an effective investment management program. In keeping with the Administrative Policy on Cash Control, the aforementioned procedure manual shall include references to the following:
  - 1. Cash collection practices
  - 2. Depository practices
  - 3. Cash flow issues
  - 4. Cash flow projections
  - 5. Anti-theft/Anti-fraud practices
  - 6. Banking agreements
  - 7. Accounting practices
- C. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.
- D. Allocation of Pool Interest
  - 1. All interest earnings related to the investment pool will be allocated to the General Fund unless specifically directed by Federal or State statute, City Council directive or contractual agreement.

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**INVESTMENT POLICY**

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2. The allocation methodology will be maintained by the City Treasurer.

**VI. Ethics and Conflict of Interest**

- A. All officials, staff members and consultants, involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which may impair their ability to make impartial investment decisions. Officials, staff members, and consultants, will disclose to the City Manager any financial interests with a financial institution, provider, dealer or broker that conducts business with the City.
- B. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the City's cash and investment portfolio.
- C. All bond issue participants, including but not limited to, underwriters, bond counsel, financial advisors, brokers and dealers will disclose any fee sharing arrangements or fee splitting to the City Manager prior to the execution of any transactions. The providers must disclose the percentage share and approximate dollar amount share to the City prior to the execution of any transactions.

**VII. Investment Controls**

- A. The City Manager shall oversee and ensure that the City Treasurer implements and maintains a system of internal investment controls and segregated responsibilities of the investment function in order to prevent the following:
  1. Fraud
  2. Theft
  3. Loss of principal
  4. Loss of control over funds
  5. Inaccurate reporting
  6. Negligence
  7. Over-reliance on a single employee for investment decisions
- B. Internal controls should include but are not limited to (for a more specific list of internal controls see the investment management plan):
  1. Segregation of duties (e.g., the purchaser of investments is different than the person recording the transaction)
  2. Reconciliation of investment report and cash balances
  3. Dual authorization of transactions
- C. An external auditor will review the investment program annually in order to provide reasonable assurance that policy and procedures are complied with.

**VIII. Authorized Financial Dealers and Institutions**

- A. The City Treasurer will obtain financial information from qualified institutions to determine if the institution markets in securities appropriate to the City's needs, can assign qualified sales representatives, and can provide written agreement to abide by the conditions set forth in the City of Moreno Valley Investment Policy.
- B. The City Treasurer will maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City who are authorized to provide investment services in the State of

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**INVESTMENT POLICY**


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California. An eligible designation does not guarantee that the City will do business with the firm or institution.

- C. The following criteria will be used in determining investment providers
1. Broker/Dealers: The purchase by the City of any investment other than those purchased directly from the issuer shall be purchased from a broker/dealer firm designated as a "Primary Government Dealer" by the Federal Reserve Bank of New York or a regional dealer that qualifies under SEC Rule 15C3-1 (uniform net capital rule).
  2. Banks: The City shall purchase securities from banks which meet all of the following criteria:
    - a. Nationally or State chartered banks
    - b. Registered as investment securities dealers with the Securities and Exchange Commission
    - c. Independently rated "A" or higher by two nationally recognized statistical ranking organizations
  3. Investment Bankers, Underwriters and Financial Advisors: The purchase by the City of any investments from these providers in the course of completing a bond transaction must be expressly authorized by the City Council after such a provider discloses their commission, spread or fee in approximate dollar amount. Otherwise, the acquisition of such investments must be procured from the broker/dealers customarily used by the City.
  4. The Federal Reserve Bank: Direct purchases of Treasury bills, notes and bonds from the U.S. Federal Reserve Banks branches are allowed and are exempt from quality requirements.
- D. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must provide the following information to the City Treasurer:
1. A completed City of Moreno Valley Broker/Dealer Questionnaire
  2. Audited financial statements
  3. Proof of Financial Industry Regulatory Authority (FINRA) certification
  4. Trading resolution
  5. Proof of state registration
  6. Certification of having read and willingness to comply with City's investment policy.
- E. The City Treasurer will conduct an annual review of the financial condition and registrations of brokers/dealers on the City's approved list.
- F. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which or with which the City invests.
- G. Certificates of deposit will not be placed with an institution once it has received a Cease and Desist order from any bank regulatory agency.

**IX. Authorized and Suitable Investments (with quality and limitation guidelines)**

- A. The California Government Code sections 53600 et seq. governs the allowable investments into which a local government agency can enter. These Government Code sections also stipulate as to the portfolio percentage limits and investment quality standards for some but not all permitted investments. The Government Code sections provide a starting point for establishing the City quality standards, percentage limits and maturity levels. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

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**INVESTMENT POLICY**

**B.** Whenever a maximum allowable percentage of the portfolio is stipulated for any type of security as detailed below, the limit or maximum allowable is determined by the portfolio size or composition at the close of the date on which the security is purchased.

**C.** Following is a table summarizing allowable investments for the City. This table summarizes and is consistent with California Government Code Sections 53600 and 53630 et seq.

INVESTMENT TYPE	MAXIMUM MATURITY	MAXIMUM SPECIFIED % OF PORTFOLIO	MINIMUM QUALITY REQUIREMENTS
Local Agency Bonds	5 years	— none —	— none —
U.S. Treasury Obligations	5 years	— none —	— none —
State Obligations — CA and Others	5 years	— none —	— none —
CA Local Agency Obligations	5 years	— none —	— none —
U.S Agency Obligations	5 years	— none —	— none —
Bankers' Acceptances	180 days	40%	— none —
Commercial Paper —Select Agencies	270 days	25% of the agency's invested funds	"A-1/P-1/F-1"; if the issuer has issued long-term debt it must be rated "A" without regard to modifiers
Commercial Paper —Other Agencies	270 days	40% of the agency's invested funds	A-1/P-1/F-1"; if the issuer has issued long-term debt it must be rated "A" without regard to modifiers
Negotiable Certificates of Deposit	5 years	30%	— none —
CD Placement Service	5 years	30%	— none —
Repurchase Agreements	1 year	— none —	— none —
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	20% of the base value of the portfolio	— none —
Medium-Term Notes	5 years	30%	"A" rating
Mutual Funds and Money Market Mutual Funds	n/a	20%	Multiple
Collateralized Bank Deposits	5 years	— none —	— none —
Mortgage Pass-Through Securities	5 years	20%	"AA" rating
Bank/Time Deposits	5 years	— none —	— none —
County Pooled Investment Funds	n/a	— none —	— none —
Joint Powers Authority Pool	n/a	— none —	Multiple
Local Agency Investment Fund (LAIF)	n/a	— none —	— none —

**D.** Investment Pools: A thorough investigation of an Investment Pool account is required prior to investing, and on a continual basis. The investigation must include information, if available, on the following items before investing:

1. A description of eligible investment securities, and a written statement of investment policy.
2. A description of interest calculations and distribution and how gains and losses will be treated.
3. A description of how the securities are safeguarded (including the settlement process), and how often the securities are priced and the program audited.

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**INVESTMENT POLICY**


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4. A description of who may invest in the program, how often and what is the allowable size of deposits and withdrawals, and any limitations as to number of transactions.
  5. A schedule for receiving statements and portfolio listings.
  6. Are reserves, retained earnings, etc. utilized by the pool?
  7. Is the pool eligible for bond proceeds and/or will it accept such proceeds?
- E. Repurchase Agreements are legal and authorized by policy. In order to invest in repurchase agreements the City must obtain a signed Master Repurchase Agreement from the participating bank or broker/dealer.
- F. Prohibited Investment Transactions and Derivatives:
1. The Government Code specifically prohibits certain types of investment instruments for municipalities. In addition to those prohibitions, the following investments are not permitted:
    - a. Reverse Repurchase Agreements
    - b. Financial futures or financial option contracts
    - c. Security lending
  2. Additionally the City shall not invest in any security that could result in zero interest accrual if held to maturity.
  3. Due to the complexity of the securities market and ever-changing market conditions, it is difficult to define derivatives and specifically prohibit their acquisition. Therefore, the City desires to limit the potential risk of derivatives by specifically prohibiting the most common types of derivatives with certain market exposures. These prohibited derivatives include but are not limited to: inverse floaters, interest only securities derived from mortgages, residual securities, structured notes, forward based derivatives, forward contracts, forward rate agreements, futures contracts, interest rate futures contracts, foreign currency futures contracts, option based derivatives, option contracts, interest rate caps, interest rate floors, swap contracts, interest rate swaps, interest rate collars, foreign currency swaps, cross currency exchange agreements, fixed rate currency swaps, basis swaps, equity swaps, fixed rate equity swaps, floating rate equity swaps and commodity swaps.
  4. Leveraging
    - a. The City may not purchase investments on a margin or through a margin account.
    - b. The General Portfolio may not be leveraged by more than 30% through the issuance of tax and revenue anticipation notes (TRANS). The proceeds of any TRANS issue are to be invested in accordance with the guidelines in this policy, with investment maturities not to exceed the life of the TRANS.
    - c. The City may not leverage its investments through the use of reverse repurchase agreements.

**X. Collateralization**

- A. Bank Deposits: Under provisions of the Government Code, California banks and savings and loan associations are required to secure the City's deposits by pledging government securities with a value of 110% of principal and accrued interest. State law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total deposits.

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**INVESTMENT POLICY**


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- B. Certificates of Deposit:
  - 1. The market value of securities that underlay certificates of deposit shall be valued at 110% of the market value of principal and accrued interest.
  - 2. The City Treasurer, at his/her discretion may waive the collateral requirement for deposits up to the maximum dollar amount which are covered by the Federal Deposit Insurance Corporation.
- C. Repurchase Agreements
  - 1. The market value of securities that underlay certificates of deposit shall be valued at 102% of the market value of principal and accrued interest.
  - 2. The value shall be adjusted no less than weekly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back to 102% no later than the next business day.
- D. A clearly marked evidence of ownership, safekeeping receipt, must be supplied to the City and retained.
- E. The City chooses to limit collateral to US Treasuries.
- F. Collateral will always be held by an independent third-party with whom the entity has a current written custodial agreement.
- G. The right of collateral substitution is granted based on the approval of the City Treasurer and City Manager.

**XI. Safekeeping, Custody and Competitive Bids**

- A. Third-party safekeeping is required for all investments. Securities may be maintained by a banking institution or a broker/dealer firm for safekeeping as long as the securities are held in the City's name.
- B. Third-party safekeeping arrangements will be approved by the City Treasurer and will be corroborated by a written custodial agreement.
- C. All investment transactions of the City will be conducted using standard delivery vs. payment (DVP) procedures.
- D. All securities held by the safekeeping custodian on behalf of the City shall have the City of Moreno Valley as the registered owner, and all interest and principal payments and withdrawals shall indicate the City of Moreno Valley as the payee.
- E. All bank deposits will be FDIC insured or deposited with institutions that comply with the State collateral requirements for public funds.
- F. Securities used as collateral for repurchase agreements with a maturity from one to seven days can be held in safekeeping by a third party bank trust department or by the broker/dealer's safekeeping institution, acting as the agent for the City, under the terms of a custody agreement executed by the selling institution and by the City specifying the City's "perfected" ownership of the collateral.

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**INVESTMENT POLICY**


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- G. All investment transactions shall be conducted on a competitive basis with quotes from a minimum of three brokers or financial institutions when possible.

**XII. Diversification and Credit Risk Management**

- A. Investments contained within the portfolio will be diversified by security type, institution and maturity.
- B. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio.
- C. No more than 5% of the total portfolio may be invested in securities of any single issuer, other than the US Government, its agencies and instrumentalities.
- D. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences; and,
- E. If securities owned by City are downgraded by any nationally recognized statistical ratings organization to a level below the quality required by this Investment Policy, it shall be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
1. If a security is downgraded, the City Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
  2. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

**XIII. Maximum Maturities**

- A. The City Treasurer will maintain sufficient liquidity in cash and short-term investments, which together with projected revenue receipts will meet the cash flow requirements of the City for the upcoming six months.
- B. The City will not directly invest in securities maturing more than five years away from the settlement date. In any case, where a cash flow is matched with an investment which exceeds the five year limit, the investment must be approved by the City Council.
- C. The average weighted maturity of the general portfolio shall not exceed 3 years. The general portfolio does not include bond proceeds or deferred compensation funds.
- D. To the extent possible, longer-term investment maturities will be spaced so that a portion of such investments mature each year to cover unanticipated emergencies.

**XIV. Performance Standards**

- A. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints.
- B. The investment performance objective for the portfolio shall be to earn a total rate of return over a market cycle which is approximately equal to the return on a market benchmark Index of similar securities, as determined by the City Treasurer.
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**INVESTMENT POLICY**


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- C. Market Return (Benchmark): The City's investment strategy is active. Given this strategy, the basis used by the Treasurer to determine whether market return is being achieved shall be to identify a benchmark which reflects a portfolio structure that is comparable to the City's portfolio. An example as it pertains to the long term portion of the portfolio would be the Bank of America Merrill Lynch Index of 1 to 5 Year Government securities.**

**XV. Reporting**

- A.** The City Treasurer will provide a monthly report to the City Manager and City Council which will include the following information by security held at the end of the reporting period:
1. Investment Type
  2. Issuer
  3. Maturity Date
  4. Par Value
  5. Market Value
  6. Book Value
  7. Weighted Average Maturity
  8. Source of Market Valuation
  9. Monies maintained within the treasury
  10. Funds, investments and loans that are under the management of contracted parties
- B.** Quarterly, and within 60 days of the completion of the quarter, the City Treasurer will submit a report to the City Council in open public meeting with the same investment information provided to the City Manager and City Council on a monthly basis with the addition of the following data:
1. A description of the compliance with the statement of investment policy, or manner in which the portfolio is not in compliance.
  2. A statement denoting the ability of the City to meet cash flow requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

**XVI. Investment Policy Adoption**

- A.** Annually, the City Treasurer will render to the City Council a Statement of Investment Policy, including any changes or revisions, to be reviewed and approved at a public meeting.

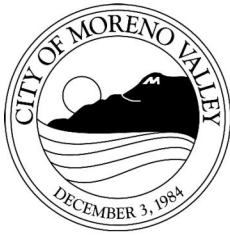
**XVII. Record Retention**

- A.** The following investment or cash management documents will be maintained in accordance with Chapter 2.60 of Title 2 of the City of Moreno Valley Municipal Code:
1. Investment Reports and supporting documentation
  2. Third-party statements of assets held
  3. Investment permanent files
  4. Market pricing documentation

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

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** April 24, 2012

**TITLE:** 2011 ANNUAL REPORT OF THE PLANNING COMMISSION

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

- 1) **RECEIVE AND FILE** the 2011 Annual Report of the Planning Commission; and
- 2) **AUTHORIZE** transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

### **PLANNING COMMISSION RECOMMENDATION**

The 2011 Annual Report was adopted by the Planning Commission on March 8, 2012, and is forwarded to the City Council in accordance with the California Government code.

### **BACKGROUND**

The Government Code mandates an annual Planning Commission report be presented to the legislative body (City Council) on the progress of the General Plan and its implementing mechanisms. The attached 2011 Annual Report of the Planning Commission provides the City Council with a report of the Planning Commission's actions and endeavors for the last year as required by the California Government Code.

**DISCUSSION**

In 2011, the Planning Commission held public hearings on 5 applications to amend the Municipal Code and/or General Plan. In addition, the Commission acted upon 29 developer-initiated applications, which included Conditional Use Permits, Plot Plans, Development Agreements and Tentative Tract Maps. The Planning Division staff also processed 598 administrative applications which include such projects as: new construction not within 300' of residential, sign permits and home occupation permits and 432 plan check reviews.

**FISCAL IMPACT**

No fiscal impact.

**NOTIFICATION**

Posting of City Council Agenda.

**ATTACHMENTS/EXHIBITS**

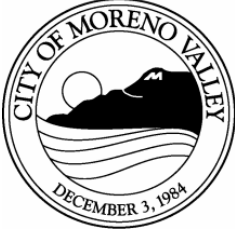
- 1) 2011 Annual Report of the Planning Commission.

Prepared By:  
Grace Espino-Salcedo  
Administrative Assistant

Department Head Approval:  
Barry Foster  
Community & Economic  
Development Director

Concurred By:  
John C. Terell, AICP  
Planning Official

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



**CITY OF MORENO VALLEY**  
Community & Economic Development Department  
Planning Division

Planning Commission  
**ANNUAL REPORT**  
To the City Council

***JANUARY – DECEMBER 2011***

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ATTACHMENT 1

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## ***ACKNOWLEDGEMENTS***

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# ACKNOWLEDGEMENTS

## CITY COUNCIL (Elected)

	DISTRICT	TERM EXPIRES
Richard A. Stewart, Mayor	2	November 2014
Jesse L. Molina, Mayor Pro-Tem	1	November 2012
Robin Hastings	3	November 2012
William H. Batey II	5	November 2012
Marcelo Co	4	November 2014

## PLANNING COMMISSION (Appointed)

	TERM EXPIRES
Ray L. Baker, Chairperson	March 31, 2013
George Salas, Jr., Vice-Chairperson	March 31, 2013
Jeffrey Giba	March 31, 2013
Mary E. Van Natta	March 31, 2015
Amber Crothers	March 31, 2015
Carlos Ramirez	March 31, 2015
Thomas Owings	March 31, 2015

## CITY MANAGER

Henry Garcia

## ASSISTANT CITY MANAGER

Michelle Dawson

## COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Barry Foster, Director

### Planning Division

John Terell, AICP Planning Official  
Darisa Vargas, Senior Administrative Assistant  
Grace Espino-Salcedo, Administrative Assistant  
Chris Ormsby, AICP Senior Planner  
Mark D. Gross, AICP Senior Planner  
Claudia Manrique, Associate Planner  
Gabriel Diaz, Associate Planner  
Jeffrey Bradshaw, Associate Planner  
Julia Descoteaux, Associate Planner  
Leticia Esquivel, Senior Permit Technician  
Yahnel Bishop, Permit Technician  
Summer Looy, Permit Technician



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## ***MAJOR ACCOMPLISHMENTS***

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# MAJOR ACCOMPLISHMENTS

The Moreno Valley Planning Commission is committed to implementing the adopted General Plan, Development Code and Design Guidelines. The Development Code and Design Guidelines, combined with the adopted Landscape Development and Specifications, are the major tools to implement the General Plan.

The purpose of this Annual Report is to highlight significant accomplishments, summarize ongoing projects, and describe special studies that the Moreno Valley Planning Commission has been working on during the 2011 calendar year. A major function of this report is to acknowledge and evaluate the ongoing implementation of the General Plan. This report is prepared in accordance with Section 65040.5 of the California Government Code.

## **Major Accomplishments in 2011 were:**

Major development projects reviewed by the Planning Commission in 2011 were as follows:

- PA10-0038 (Tentative Tract Map No. 36340), PA10-0039 (Conditional Use Permit) and PA10-0029 (Development Agreement) Tentative Tract Map No. 36340 for the development of a 275 lot single-family residential small lot detached subdivision on an approximate 29 acre site. Conditional Use Permit (CUP) for a Planned Unit Development (PUD) to include common open space lots for recreational opportunities within the Residential 15 (R15) land use district and protection of existing rock outcroppings with private open space and an existing drainage basin within the Open Space (OS) land use district. Located at the southeast corner of Fir Avenue and Eucalyptus Avenue.
- PA07-0129 (Tentative Tract Map No. 35606) Tentative Tract Map for a 16 single-family residential lot subdivision on 4.8 acres. Lot sizes to range from 7,377 square feet to 12,724 square feet. Zoned: Residential 5 (R5). Located at Metric Drive, west of Perris Boulevard and east of Hubbard Street, just north of Tranquil Way.
- PA10-0022 (Development Code Amendment) Modifications to Title 9 of the Municipal Code to further refine existing lighting standards to include modification to onsite, athletic field/park and street lighting to minimize light pollution/trespass and include provisions for dark sky. Citywide. **(DENIED)**
- PA11-0017 (2011-2012 Capital Improvement Plan Conformance with General Plan) To make a finding that the Fiscal Year 2011-2012 Capital Improvement Plan is in conformance with the City of Moreno Valley's General Plan.
- PA10-0035 (Municipal Code Amendment) Municipal Code Amendment to update the Municipal Code to implement new design standards to comply with the 2010 National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) Permit which is designed to minimize impacts from new development as well as redevelopment projects discharging urban waters entering Waters of the U.S. from municipal separate storm sewer systems which is regulated under the National Pollutant Discharge Elimination Systems (NPDES) permit. Citywide.

- PA08-0097 (Plot Plan), PA08-0098 (Change of Zone), PA09-0022 (Tentative Tract Parcel Map No. 36207), PA10-0017 (Municipal Code Amendment) and P08-133 (Environmental Impact Report) West Ridge Commerce Center project for a 937,260 square foot warehouse distribution building on a 55-acre site. Change of Zone from Business Park (BP) to Light Industrial (LI) and a Municipal Code Amendment to require a buffer in the LI zone between warehouses of 50,000 square feet and larger and adjacent Residential districts. Tentative Parcel Map is required to combine the multiple parcels of the project site into a single parcel. The project also required certification of an Environmental Impact Report. Located on the south side of State Route 60, on the north side of Eucalyptus Avenue, approximately 650 feet west of Redlands Boulevard. **(DENIED)**
- PA09-0031 (Plot Plan), PA09-0032 (Conditional Use Permit) and P09-099 (Variance) Plot Plan for the construction of a commercial center to include an express carwash with vacuum stations, and an approximately 5,150 square feet retail building, including a proposed convenience store, and two additional retail/restaurant suites; Conditional Use Permit for the sale of alcohol (beer and wine for off premises consumption); Variance for the reduced front setback landscaping along Alessandro Boulevard due to the site constraints. Located northeast of Alessandro Boulevard and Graham Street (APN: 296-280-018).
- PA11-0009 (Plot Plan) and P11-016 (Master Plot Plan) Plot Plan for a 74,425 square foot three-story medical office building west of the existing Kaiser Medical Center; Master Plot Plan to incorporate the new building in to the Medical Center complex. Zoned: Office Commercial (OC) and within the Medical Use Overlay District (MUO). Located at 27300 Iris Avenue (APN: 486--310-024).
- PA05-0135 (Tentative Tract Map No. 32556) Tentative Tract Map to subdivide 9.39 gross acres into thirty single-family residential lots ranging in lot size from 7,292 square feet to 12,828 square feet and two lettered lots for the water quality and detention basin in the Residential 5 (R5) zone. Located east of Heacock Street, south of John F. Kennedy (APN: 485-020-005).
- PA10-0036 (Tentative Tract Map No. 36277) and PA10-0037 (Plot Plan) For the conversion of the existing 394 unit apartment complex to condominiums. Located at 13120 Day Street.
- PA11-0031 (Conditional Use Permit) For the installation of a 75 foot tall monopine telecommunications facility, including 12 antennas, one microwave dish, one GPS antenna and the associated ground equipment. The monopine and equipment shelter is located on the southwest side of the existing classroom and the existing telecommunications facility in the Residential 2 (R2) zone. Located at 10271 Heacock Street.
- PA11-0008 (Conditional Use Permit) Conditional Use Permit for a new wireless communications facility located within the public right-of-way; to replace an existing street light pole with a larger diameter pole and mount panel antennas inside a metal radome or sheath at the top of the pole. Ground mounted equipment placed underground in a vault in the right-of-way in proximity to the pole. The facility also requires extension of approximately 780 feet of telecommunication lines and power lines from Manzanita south to the pole and vault location. Located on the west side of Perris Boulevard in the public right-of-way and approximately 400 feet south of Manzanita Avenue.

- PA11-0019 (Conditional Use Permit) Conditional Use Permit for a phased 98,434 square foot 139-unit (155 bed) senior assisted living facility (Phases 1 and 2) on a 7.33 acre parcel of land within the Residential 15 (R15) land use district. Located at the southwest corner of Brodiaea Avenue and Moreno Beach Drive.
- PA11-0037 (Municipal Code Amendment) Municipal Code Amendment to establish regulations for the containment of shopping carts. Citywide.

**Other Development Projects reviewed by the Planning Commission in 2011 as follow:**

- P10-093 (Variance) The City is in the process of improving Ironwood Avenue from Heacock Street to Perris Boulevard to a four lane arterial. A strip of land 11 feet wide along the project site's Ironwood Avenue frontage is needed to widen this section of Ironwood. The existing 2-car garage facing Ironwood Avenue must be closed due to right-of-way acquisition which will result in the loss of the driveway. The City's Municipal Code requires a two-car garage for all single-family residences. Project site does not have sufficient area to accommodate building a new two-car garage. Variance requested for a one-car garage. New garage to be accessed via a new driveway on Marigold Avenue. Located at the southwest corner of Ironwood Avenue and Marigold Avenue at 12013 Marigold Avenue (APN: 481-031-001).
- P10-104 (Variance) and P10-083 (Amended Plot Plan) Variance for parking lot and landscape improvements. Applicant changed use from retail to office for the purpose of a medical office which requires additional parking. The existing zoning within the Specific Plan 204 Village Commercial Residential (SP 204 VCR). Located at 24226 Sunnymead Boulevard (APN: 481-112-009).
- P10-109 (Amended Conditional Use Permit) Modification to approved Conditional Use Permit for the Residential Treatment Facility clientele from women to homeless male veterans. Located in an existing multi-family structure in the Residential 20 (R20) zone which allows the use with a Conditional Use Permit. Located at 15333 Sheila Street (APN: 486-084-014).
- P10-031 (Amended Conditional Use Permit) Amended Conditional Use Permit to expand an approved concrete batch plant onto an adjoining parcel; to increase the concrete batch plant site from 2.05 acres to 5.1 acres. The expanded site is to be utilized to store materials produced at the plant and concrete delivery trucks. Amended Conditional Use Permit to screen the storage area with solid walls and a tree row along the north, south and east property lines. The three-sided material storage building located along Old Highway 215 would increase in length from 195 feet to 286 feet. Located on the east side of Old 215 Frontage Road and south of Alessandro Boulevard.
- P11-029 (Development Agreement Amendment) Amendment to Aquabella Development Agreement to remove Planning Area 2 (portion of Parcel 486-280-045). Located at the northeast corner of Lasselle Street and Cactus Avenue.

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- P11-030 (Amended Conditional Use Permit) Amended Conditional Use Permit for a change of product for the remaining 15 lots in the approved Planned Unit Development. Located in the southwest corner of Pigeon Pass Road and Sunnymead Ranch Parkway.
  - P11-0251 (Sign Program Amendment) To modify an existing sign program and replace an existing 35 foot high freeway pylon sign with a new sign at a height of 80 feet within the Towngate Specific Plan No. 200 – Towngate Shopping Center/Plaza. Located on the south side of Highway 60 between Day Street and Frederick Street.
  - P11-055 (Amended Conditional Use Permit) Proposal to revise the Conditions of Approval regarding the materials and design for an approved 50 foot tall monopine telecommunications facility to be located on the west side of Cottonwood Park. The site is the equestrian parks with a zoning of Residential Agriculture 2 (RA2). Located at 25890 Cottonwood Avenue.
  - P11-099 (Development Agreement Amendment) Amendment to the Annexation and Development Agreement for Towngate Mixed-Use Specific Plan, extending the term of the Agreement by five years. Located at the Towngate Specific Plan, southerly of State Highway 60, easterly of Day Street, westerly of Frederick Street and northerly of Cottonwood Avenue.

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**GENERAL PLAN IMPLEMENTATION**  
**GENERAL PLAN IMPLEMENTATION**

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The General Plan and the Development Code gives the City of Moreno Valley the tools necessary to guide the development of the City into the next century.

The Planning Commission held public hearings on amendments to the General Plan and the Development Code. The amendments were approved by the Planning Commission and forwarded to the City Council for their approval.

The following General Plan Amendments were recommended for approval by the Planning Commission in 2011:

- PA10-0022 (Development Code Amendment) Modifications to Title 9 of the Municipal Code to further refine existing lighting standards to include modification to onsite, athletic field/park and street lighting to minimize light pollution/trespass and include provisions for dark sky. Citywide. (**DENIED**)
- PA11-0017 (2011-2012 Capital Improvement Plan Conformance with General Plan) To make a finding that the Fiscal Year 2011-2012 Capital Improvement Plan is in conformance with the City of Moreno Valley's General Plan.
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- PA08-0097 (Plot Plan), PA08-0098 (Change of Zone), PA09-0022 (Tentative Tract Parcel Map No. 36207), PA10-0017 (Municipal Code Amendment) and P08-133 (Environmental Impact Report) West Ridge Commerce Center project for a 937,260 square foot warehouse distribution building on a 55-acre site. Change of Zone from Business Park (BP) to Light Industrial (LI) and a Municipal Code Amendment to require a buffer in the LI zone between warehouses of 50,000 square feet and larger and adjacent Residential districts. Tentative Parcel Map is required to combine the multiple parcels of the project site into a single parcel. The project also required certification of an Environmental Impact Report. Located on the south side of State Route 60, on the north side of Eucalyptus Avenue, approximately 650 feet west of Redlands Boulevard. (**DENIED**)
- PA11-0037 (Municipal Code Amendment) Municipal Code Amendment to establish regulations for the containment of shopping carts. Citywide.



## ***PROJECT ACTIVITY***





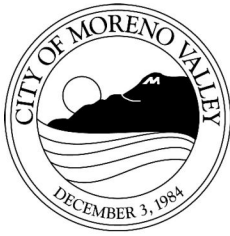
# PROJECT ACTIVITY

## SUMMARY OF PLANNING COMMISSION PROJECT ACTIVITY FOR THE PERIOD JANUARY 2011 THROUGH DECEMBER 2011

PROJECT TYPE	TOTAL PROJECTS REVIEWED
Amended Design Manual	0
Amended Plot Plan	1
Change of Zone	1
Conditional Use Permit	5
Conditional Use Permit Amendment	4
Development Agreement	1
Development Agreement Amendment	2
Environmental Impact Report	1
Municipal Code Amendment	4
General Plan Amendment	0
Modification to Conditions of Approval	0
Parcel Map	0
Plot Plan	4
Plot Plan Amendment	0
Reversion to Acreage	0
Sign Program Amendment	1
Specific Plan Amendment	0
Specific Plan Adoption	0
Tentative Parcel Map	1
Tentative Parcel Map Amendment	0
Tentative Tract Map	4
Tentative Tract Map Amendment	0
Tentative Tract Map Variance	0
Variance	3
Master Plot Plan and Related	1
10 Year Capital Plan Amendment (CIP)	1
<b>TOTAL PROJECTS</b>	<b>34</b>

\* This does not include Administrative Approvals that include such projects as: new construction not within 300' of residential, home occupation permits and signs. There were **598** Administrative Approvals and **432** plan check reviews in 2011.

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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** John Anderson, Chief of Police

**AGENDA DATE:** April 24, 2012

**TITLE:** ALCOHOL BEVERAGE CONTROL (ABC) "GRANT ASSISTANCE PROGRAM"

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### **RECOMMENDED ACTION**

Staff recommends that the City Council take the following action:

1. Approve the grant application and authorize acceptance (if awarded) from the California's Department of Alcohol Beverage Control (ABC) in the amount of \$73,355.00 for the ABC Grant Assistance Program.
2. Authorize the revenue and expense budgets in the ABC – Police Grant Fund (Fund 128) for the ABC Grant Assistance Program in the amount not to exceed \$73,355.00, respectively, upon approval and acceptance of the grant from the Department of Alcohol Beverage Control.

### **ADVISORY COMMITTEE RECOMMENDATION:**

### **BACKGROUND**

The City of Moreno Valley is committed to providing a safe environment for the citizens of Moreno Valley. The Moreno Valley Police Department staff has determined that a number of calls for service and repeat calls are being generated from local Alcohol Beverage Control licensed establishments in the City. Some of these calls involve minors and adults under the age of 21 buying alcohol and soliciting adults over the age of 21 to buy alcohol for them. In an effort to address the sale of alcohol to minors and underage adults, staff identified a grant to assist local law enforcement in their efforts to reduce problems and calls for service at ABC licensed establishments.

There are approximately 160 Off and On sale ABC licensed establishments within the City of Moreno Valley. Although most avoid the attention of our agency, there are a number that cause a significant amount of calls for service. In the time period of July 1, 2010 to June 31, 2011, the Moreno Valley Police Department responded to 774 calls for service involving public intoxication. In 2011, the Moreno Valley Police Department wrote 199 citations for violation of City Municipal Code 11.04.060 (Drinking an Alcohol Beverage in Public). A majority of these citations were written in the proximity of ABC licensed businesses. From 2006-2011 the Moreno Valley Police Department has responded to an annual average of 6503 calls for service directly related to party and noise enforcement. A large portion of these party and noise enforcement calls for service involve residential parties where minors are in possession of alcohol.

The majority of calls surrounding these businesses are alcohol related. The time spent by the Moreno Valley Police Department dealing with the alcohol related problems occurring at these locations could be better spent assisting the community with other issues. In addition, the citizens of Moreno Valley suffer as a result of the problems that spill out into the community from these establishments. Incidents such as impaired drivers (DUI's), fights, assaults and many disturbances also seem to increase when police presence is non-existent around locations that sell alcohol, which in turn has an adverse effect on the community as well.

The Alcohol Beverage Control, State of California, has allowed for local law enforcement to apply for grant funding for personnel costs and one (1) mandatory GAP (Grant Assistance Program) training seminars to enable agencies to expand their efforts in addressing alcohol-related problems within their respective cities.

## **DISCUSSION**

The Moreno Valley Police Department proposes to use the grant funding to train officers through the Alcohol Beverage Control Agency, and then implement enforcement programs that team officers from the Moreno Valley Police Department with agents from the Alcohol Beverage Control. The Moreno Valley Police Department will implement eighteen (18) "Minor Decoy" operations. The "Minor Decoy" program allows law enforcement agencies to use persons under 20 years of age as decoys for the purpose of purchasing alcoholic beverages from licensed premises. The use of underage decoys to check whether licensees are selling alcohol to minors can show a dramatic drop in the illegal activity when the "Minor Decoy" program is repeatedly used.

The Moreno Valley Police Department will implement eight (8) "Shoulder Tap" operations. "Shoulder Tap" is a common method used by persons under age 21 to solicit persons to purchase and furnish them with alcoholic beverages. The "Shoulder Tap" program is an enforcement program that ABC and local law enforcement agencies use to detect and deter shoulder tap activity. During the program, a minor decoy, under the direct supervision of law enforcement officers, solicits adults outside ABC licensed stores to buy the minor alcohol. Any person seen furnishing alcohol to the minor decoy

is arrested (either cited or booked) for furnishing alcohol to a minor (a violation of Section 25658(a) Business and Professions Code).

The Problem Oriented Policing (POP) Team will provide a proactive approach through the use of “Minor Decoy” and “Shoulder Tap” operations. The operations will be conducted throughout the city in an attempt to deter ABC licensed establishments from selling alcohol to minors. In addition several operations will focus on adults who purchase alcohol for minors.

### **ALTERNATIVES**

The council may consider the following alternatives:

1. Accept the grant application for the ABC Grant Assistance Program in the amount of \$73,355.00, for a twelve-month period beginning July 1, 2012, ending June 30, 2013, from California’s Department of Alcohol Beverage Control and authorize the revenue and expense budgets in the ABC – Police Grant Fund (Fund 128) for the ABC Grant Assistance Program in the amount not to exceed \$73,355.00, respectively, upon approval and acceptance of the grant from the Department of Alcohol Beverage Control. **Staff recommends this alternative.**
  
2. Decline the grant application for the ABC Grant Assistance Program in the amount of \$73,355.00, for a twelve month period beginning July 1, 2012, ending June 30, 2013, from California’s Department of Alcohol Beverage Control and not authorize the revenue and expense budgets in the ABC – Police Grant Fund (Fund 128) for the ABC Grant Assistance Program in the amount not to exceed \$73,355.00, respectively, upon approval and acceptance of the grant from the Department of Alcohol Beverage Control. **Staff does not recommend this alternative.**

### **FISCAL IMPACT**

There is no requirement to match funds associated with this grant. All expenses are reimbursed by the grant. Therefore, this is cost neutral to the City and there is no impact to the General Fund.

Budget appropriations are as follows upon approval and acceptance of the grant:

<b><u>FUND</u></b>	<b><u>BUSINESS UNIT</u></b>	<b><u>TYPE</u></b>	<b><u>AMOUNT</u></b>
ABC - POLICE GRANT FUND (128)	1280.4611 (State Grant Oper. Rev.)	REV	\$73,355.00
ABC - POLICE GRANT FUND (128)	128XX (ABC Grant Asst Prgm)	EXP	\$73,355.00

**CITY COUNCIL GOAL**

To provide a safe and secure environment for people and property in the community, and provide protection for citizens who live, work and visit the City of Moreno Valley.

**SUMMARY**

Staff recommends that City Council Approve the grant application and authorize acceptance (if awarded) from the California’s Department of Alcohol Beverage Control (ABC) in the amount of \$73,355.00 for the ABC Grant Assistance Program and authorize the revenue and expense budgets in the ABC – Police Grant Fund (Fund 128) for the ABC Grant Assistance Program in the amount not to exceed \$73,355.00, respectively, upon approval and acceptance of the grant from the Department of Alcohol Beverage Control.

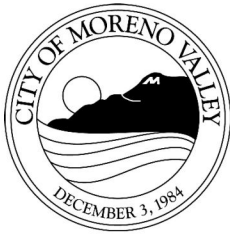
**ATTACHMENTS/EXHIBITS**

State of California, Alcohol Beverage Control Grant Application.

Prepared By:  
William Mooney  
Sergeant

Department Head Approval:  
John Anderson  
Chief of Police

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>SMB</i>
CITY MANAGER	<i>ms</i>

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** April 24, 2012

**TITLE:** RATIFY THE AGREEMENT FOR REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRICAL FACILITIES WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR THE CACTUS AVENUE/NASON STREET IMPROVEMENT PROJECT PROJECT NO. 12-12599520

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Ratify the Agreement for Replacement of Overhead with Underground Electrical Facilities with Southern California Edison (SCE) for the Cactus Avenue/Nason Street Improvement Project.
2. Authorize the City Manager to execute the future Joint Use Agreement with SCE, and any other Agreements with SCE not currently identified, subject to the approval of the City Attorney.
3. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreements with SCE up to, but not exceeding, the existing purchase order contingency, subject to the approval of the City Attorney.

### **BACKGROUND**

On April 26, 2011, the City Council approved an Economic Development Action Plan that re-sequenced Capital Improvement projects to fast-track the street improvements on Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On June 14, 2011, the City Council approved the Fiscal Year 2011/2012 Capital Improvement Plan budget for Cactus Avenue between Lasselle Street and Nason

Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On December 13, 2011, the City Council authorized the issuance of a Purchase Order and Payment to SCE for the relocation or replacement of its overhead facilities to underground in the amount of \$936,000.

On March 13, 2012, the City Council awarded the construction contract to Sully-Miller Contracting Company in the contract amount of \$19,076,138.05.

## **DISCUSSION**

The proposed improvements along Cactus Avenue between Lasselle Street and Nason Street consist of roadway widening to the ultimate paved width to provide four travel lanes with curb and gutter. To make room for street widening, it is necessary to relocate the existing Southern California Edison (SCE) overhead facilities which include thirty seven (37) power poles, located on the south side of Cactus Avenue between Lasselle Street and Nason Street. The overhead SCE facilities will be relocated underground within the proposed southerly parkway of the widened Cactus Avenue. Because SCE has prior rights to its existing overhead facilities, the relocation is at the City's expense.

The City's Contractor, Sully-Miller Contracting Company will be required to install the electrical ducts and structures as designed by SCE. Once these ducts and structures are installed, SCE crews will pull the necessary electrical and communication cables and energize the underground system and eventually remove the thirty seven (37) power poles. The City's Contractor will only be able to complete the road improvements on the south side of Cactus Avenue after SCE removes their poles. SCE has informed the City that there will be a power outage while they switch to the underground system and will inform and coordinate with their customers regarding the power outage.

The Agreement for Replacement of Overhead with Underground Electrical Facilities was unexpectedly presented to the City by SCE, along with the request for payment letter. The payment amount is within the limit of the previously approved Purchase Order. The Agreement delineates the work to be performed by the City and SCE, and the monetary responsibilities for the City for the undergrounding of SCE's distribution and telecommunication lines (and appurtenant facilities) along the south side of Cactus Avenue. In order to continue to keep this project on a fast track, the City Attorney's office reviewed the Agreement and the Public Works Director was asked to sign the Agreement on the understanding that City Council would be asked to ratify the signature.

The City was also informed that after construction is underway and the location of SCE's ducts and structures are confirmed, the City will be asked by SCE to execute a Joint Use Agreement to provide SCE with the necessary rights to service its new facilities. The Joint Use Agreement will identify SCE's rights for electrical facilities along



that same section of Cactus Avenue in order to retain their prior rights along their new underground location. Because the City is working to keep this project on a fast-track and the undergrounding of SCE facilities is critical to the construction timeline, staff has also requested approval to execute future necessary agreements and/or amendments with SCE for the subject project within the already approved Purchase Order amount, subject to City Attorney approval.

**ALTERNATIVES**

1. Ratify the Agreement for Replacement of Overhead with Underground Electrical Facilities with Southern California Edison (SCE) for the Cactus Avenue/Nason Street Improvement Project, authorize the City Manager to execute the future Joint Use Agreement with SCE, and any other Agreements with SCE not currently identified, subject to the approval of the City Attorney, and authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreements with SCE up to, but not exceeding, the existing purchase order contingency, subject to the approval of the City Attorney. *This alternative allows the City to complete the relocation of utilities on schedule, allowing for timely construction.*
  
2. Do not ratify or approve the referenced agreements with SCE for the Cactus Avenue/Nason Street Improvement Project. *This alternative will delay the City's completion of the relocation of utilities, and result in unspecified costs to the City by delaying the construction Contractor's progress on the project.*

**FISCAL IMPACT**

There is no additional fiscal impact with the ratification/execution of the referenced Agreement with SCE. The City Council has previously authorized the issuance of a Purchase Order to SCE for \$936,000. All anticipated payments to SCE should not exceed that amount.

**BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:**

Fiscal Year 2011/2012 Cactus/Nason Improvements Total Budget..... \$25,183,000

**ANTICIPATED PROJECT SCHEDULE:**

Start Construction..... April 2012  
 Anticipated Completion of Construction .....June 2013

**CITY COUNCIL GOALS**

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

To make room for street widening, it is necessary to relocate the existing SCE overhead facilities, which includes thirty seven (37) power poles, located on the south side of Cactus Avenue between Lasselle Street and Nason Street. The overhead SCE facilities will be relocated underground within the proposed southerly parkway of the widened Cactus Avenue. SCE has prior rights and the City has to pay for the relocation as part of the street widening project. City Council previously approved payment to SCE for the undergrounding, and is being asked to ratify the Agreement for Replacement of Overhead with Underground Electrical Facilities and authorize the City Manager to execute the future Joint Use Agreement with SCE, and any other Agreements and/or Amendments with SCE not currently identified, subject to the approval of the City Attorney in order to avoid delays to the project’s construction/completion.

**ATTACHMENTS**

Attachment “A” – Location Map

Attachment “B” – Agreement for Replacement of Overhead with Underground Electrical Facilities with Southern California Edison (SCE) with Accompanying Letter

Prepared By:

Viren A. Shah, P.E.  
Consultant Project Manager

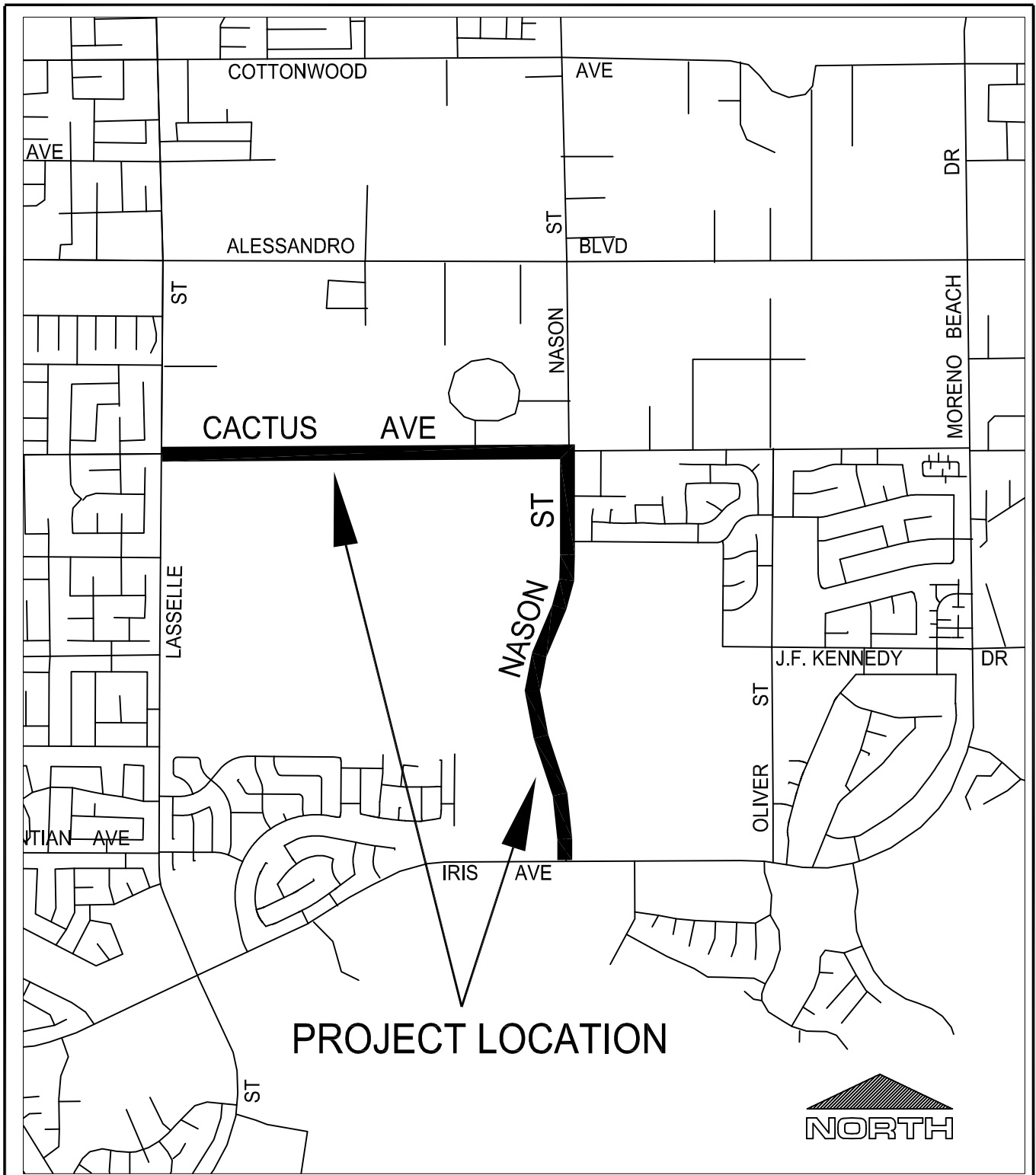
Concurred By:

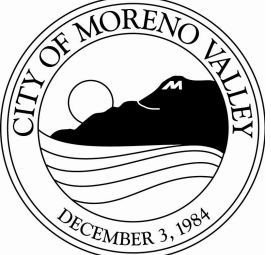
Prem Kumar, P.E.  
Deputy Public Works Director/Assistant City Engineer

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:



	<b>CAPITAL IMPROVEMENTS PROJECT</b>	
	Public Works Department Capital Projects Division	<b>STREET IMPROVEMENTS</b> CACTUS AVENUE AND NASON STREET
	<b>LOCATION MAP</b>	

**ATTACHMENT "A"**

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Rule 20 B  
Applicant to Install  
Duct and Substructure  
(Includes ITCC Tax Clause)

**AGREEMENT FOR REPLACEMENT OF OVERHEAD  
WITH UNDERGROUND ELECTRICAL FACILITIES**

THIS AGREEMENT, made this 9th day of March 2012 between SOUTHERN CALIFORNIA SCE COMPANY, a corporation, hereinafter called "SCE" and The City of Moreno Valley, hereinafter referred to as Moreno Valley.

**WITNESSETH:**

WHEREAS, Moreno Valley has requested SCE to replace SCE's existing overhead distribution and telecommunication lines and appurtenant facilities (hereinafter referred to as Electrical Facilities) with underground facilities to accommodate the development of Cactus Avenue, between Lasalle and Nason, said facilities to be placed underground along Cactus Avenue in the City of Moreno Valley, County of Riverside, State of California, and as shown on the Base Map/Work Order map attached hereto and made a part hereof; hereinafter referred to as Project Area; and

WHEREAS, SCE is the holder of certain rights, by claim of prescription (facilities installed within private property prior to 1963) for its existing lines and appurtenant facilities; and

WHEREAS it is necessary for Moreno Valley to agree in writing to perform the necessary trenching and substructure work, agreed upon previously in accordance with SCE's rules to enable SCE to discontinue SCE's overhead service upon completion of SCE's underground facilities; and

WHEREAS, Moreno Valley has agreed to pay SCE the sum hereinafter set forth to relocate, underground, all (distribution/telecommunication) facilities within the Project Area; said costs having been determined by SCE's standard accounting practices and in accordance with CPUC Rule 20B;

NOW, THEREFORE, it is mutually agreed by and between SCE and Moreno Valley as follows, viz.:

**Attachment "B"**

## 1. RELOCATION OF ELECTRICAL FACILITIES.

SCE shall relocate and underground said Electrical Facilities within the Project Area in accordance with the schedule herein.

## 2. WORK TO BE PERFORMED BY SCE.

- a) SCE shall procure and install all materials except ducts and substructures which are to be procured and installed by Moreno Valley and provide all engineering work related to the relocation of said Electrical Facilities.
- b) SCE shall inspect and approve all ducts and substructures procured and installed by Moreno Valley prior to deeding these ducts and substructures to SCE. Upon acceptance of facilities from Moreno Valley, SCE will be responsible for all further modifications and/or maintenance.
- c) SCE shall remove its overhead Electrical Facilities after the underground facilities have been installed, energized, and placed into permanent service.
- d) SCE shall prepare the Joint Use Agreement document(s) and all other documents for replacement rights and clearance of encumbrance matters which could prevent or interfere with SCE's use of the easement area to be granted.
- e) SCE shall obtain, if required, California Public Utility Commission Permits.

## 3. WORK TO BE PERFORMED BY Moreno Valley.

- a) Moreno Valley, at no cost to SCE, shall provide SCE with any required street improvement or site plans reflecting the location of all existing and proposed underground/overhead structures and/or facilities.
- b) Moreno Valley at no cost to SCE, but with SCE's cooperation, shall comply with the requirements of the California Environmental Quality Act (CEQA) and shall prepare any and all Environmental Impact Reports which may be required by any Agency having jurisdiction by Law.
- c) Moreno Valley, at no cost to SCE, shall procure and install all ducts 4/0 bare copper ground wire, and substructures for a underground system in accordance with the plans and specifications submitted by SCE to Moreno Valley, subject to inspection and approval by SCE.

- d) Moreno Valley to provide SCE with "As-Built" drawings and legal descriptions required for the JUA.
- e) Duct system is to remain water free for one year.
- f) Moreno Valley to pay for cost and installation by SCE of riser pole(s) at the terminations of the underground system.
- g) Moreno Valley shall pay for cabling of distribution and Communication ducts by SCE, less the overhead equivalent. There is no credit for salvage.
- h) Moreno Valley shall notify SCE 48 hours prior to construction of or installation of the ducts and substructures in order that SCE can schedule the required inspection of these ducts and substructures.
- i) Moreno Valley, at no cost to SCE and subject to SCE's approval and acceptance, hereby grants to SCE ownership of all Installed ducts and substructures. SCE may approve and accept ownership of all Installed ducts and substructures without further action on the part of Moreno Valley - at the time SCE inspects said facilities for the purpose of cable installation. Moreno Valley warrants and represents that the ownership of the installed ducts and substructures, and each and every component thereof as approved by SCE will pass to SCE free and clear of all Liens and encumbrances.
- j) Moreno Valley shall assume all costs for preparation of documents as defined in Item 2d, above.
- k) Moreno Valley, at no cost to SCE, shall grant/secure all replacement rights and other documents required by SCE and in a form acceptable to SCE to effect the relocation of its facilities and to clear all encumbrance matters.
- l) Moreno Valley shall provide SCE with a construction time schedule for the project.
- m) Prior to SCE energizing ("cut-over") the underground cables and use of the facilities installed under this Agreement, Moreno Valley shall furnish to SCE a schedule of all costs incurred in the construction of the installed ducts and substructures. Moreno Valley will provide SCE with accounting detail prior to substructure job walk.

SCE shall (if required by IRS) forward to Moreno Valley by regular mail, at the address provided for Notices herein, a statement of the Income Tax

Component of Contribution (I.T.C.C.) due for the construction of the ducts and substructures. Moreno Valley shall, within 30 days from the date of transmittal of said statement by SCE, forward to SCE the amount reflected in the statement. Moreno Valley shall owe SCE interest for any monies not paid in full within said 30 days, interest at the rate of 1.5% per month plus any penalties incurred by late payment to the Federal Government of the I.T.C.C.

#### **4. COST OF DESIGN, ENGINEERING AND ESTIMATES.**

SCE hereby acknowledges receipt of \$40,000.00 engineering advance, which shall be credited to those costs SCE has incurred and will incur in the future for the work of design, engineering, cost estimates and material for the relocation of Electrical Facilities and the cost of construction, which includes the amount set forth in Item 5.

#### **5. TERMS AND METHOD OF PAYMENT.**

Moreno Valley shall pay to SCE the estimated sum of \$324,000.00 upon execution of this Agreement, which sum shall be credited to those costs and expenses SCE has incurred and will incur in the future for the design, engineering and construction required to relocate and underground its Electrical Facilities. Upon completion of all relocation work by SCE, Moreno Valley shall be presented with final accounting as determined by SCE's standard accounting practices and in accordance with CPUC Rule 20B procedures. Should the sum of SCE's costs and expenses exceed the estimated sum paid by Moreno Valley as provided by herein, Moreno Valley shall pay to SCE the difference between said sums. Should the estimated sum paid by Moreno Valley to SCE, as provided herein, exceed the sum of SCE's costs and expenses, SCE shall refund to Moreno Valley the difference between said sums.]

#### **6. ADDITIONAL WORK.**

If SCE is required to relocate any facilities other than the work to be performed as set forth in Section 2, such additional work shall be performed on a completed cost basis at Moreno Vally's sole expense.

#### **7. REPLACEMENT RIGHT OF WAY.**

Moreno Valley agrees to furnish or cause to be furnished all necessary replacement rights comparable to SCE's existing rights at no cost to SCE and all necessary access for SCE's permanently relocated Electrical Facilities. SCE will not begin construction until all required replacement rights have been executed and/or committed to, in writing, and presented to SCE.



## **8. SCHEDULE OF WORK.**

SCE proposes to have the relocated Electrical Facilities in operation, contingent upon mutually acceptable schedules, the timely obtaining of permits, licenses and other documents, outages or other key items and not being delayed by those uncontrollable forces described in Item 12 herein. Completion date is subject to SCE obtaining receipt of a signed Agreement from Moreno Valley.

## **9. FACILITIES TO REMAIN PROPERTY OF SCE.**

All Electrical Facilities and appurtenances thereto installed by SCE under this Agreement shall at all times be and remain the property of SCE.

## **10. INDEMNIFICATION CLAUSE.**

Moreno Valley agrees, for itself, and for its and their agents, contractors, and employees, to save harmless and indemnify SCE, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including SCE's own personal property, or injury to or death of persons, including employees of SCE resulting in any manner whatsoever, directly or indirectly, by reason of this agreement for replacement of overhead with underground Electrical Facilities or the use of or occupancy of said Project Area by Moreno Valley, its agents, and employees, invitees, successors and assigns.

## **11. DELAY DUE TO UNCONTROLLABLE FORCES.**

SCE shall not be responsible for any delay in their performance hereunder, including, but not limited to, SCE's relocation of Electrical Facilities and related work under this Agreement resulting from shortage of labor or materials, delivery delays, major equipment breakdown, load management, strikes, labor disturbances, war, riot, insurrection, civil disturbance, weather conditions, epidemic, quarantine restriction, sabotage, act of public enemy, earthquake, governmental rule, regulation or order, including orders or judgments of any court or commission, requirement of additional or separate Environmental Impact Reports requested by the California Public Utilities Commission (CPUC), delay in receiving a Certificate of Public Convenience and Necessity from the CPUC, delay in obtaining necessary rights of way, act of God or any cause or conditions beyond the control of SCE or Moreno Valley.

## **12. PERMITS, CODES, AND STATUTES.**

SCE's relocation of Electrical Facilities shall comply with the various applicable statutes, codes, regulations and ordinances and specifically in accordance with CPUC Rule 20B.

### 13. JURISDICTION OF PUBLIC UTILITIES COMMISSION.

This Agreement shall at all times be subject to such changes or modifications as the California Public Utilities Commission may, from time to time, direct in the exercise of its jurisdiction pursuant to the authority conferred upon it by Law.

### 14. CHANGES.

Any changes to this Agreement shall be made by supplement thereto and shall be executed on behalf of SCE by the Transmission Project Manager, or his designee, and on behalf of Moreno Valley by the City Council/Mayor.

### 15. NOTICES.

Any notices provided in this Agreement to be given by either party hereto to the other shall be deemed to have been duly given when made in writing and deposited in the United States mail, registered or certified and postage prepaid, addressed as follows:

To SCE

James A. Lee  
Transmission Project Manager  
Southern California Edison  
300 N. Pepper Avenue, Bldg. "B"  
Rialto, CA 92376

To Moreno Valley

City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

Attention: City Engineer

### 16. TERMINATION.

Moreno Valley shall have the right to terminate this Agreement on sixty (60) days prior written notice to SCE for whatever reason.

Except as otherwise provided, in the event of termination of this Agreement by Moreno Valley, SCE shall be entitled to payment for all costs and expenses for material, services, labor,

overhead, etc., incurred by SCE to and including the date the notice of termination is received by SCE and all costs and expenses required to effect the termination of this Agreement, including, but not limited to, all costs and expenses pertaining to the restoration or removal of SCE's Electrical Facilities, equipment and/or materials as well a cancellation of contracts, purchase orders, etc., between SCE and all parties furnishing labor, materials and services made prior to the termination of this Agreement.

At the option of SCE, all materials paid for by Moreno Valley and procured by SCE to effect said relocation may, upon termination of this Agreement, either be used by SCE for other projects or be sold by SCE as salvage. The net proceeds from the transfer of the materials to other SCE projects or sale of the materials as salvage shall be deducted from the costs and expenses to be paid by Moreno Valley after deducting SCE's applicable administrative costs, material, transportation and conversion costs, taxes and other outlays or charges, associated with such a transfer or sale. Should the sum of SCE's costs and expenses exceed the sum of the amounts paid by Moreno Valley as provided herein, Moreno Valley shall pay to SCE the difference between said sums upon submission of a final invoice. Should the sum of the amounts paid by Moreno Valley to SCE as provided herein exceed the sum of SCE's costs and expense, SCE shall refund to Moreno Valley the difference between said sums upon submission of a final invoice.

If Moreno Valley is in default of any of the terms, provisions, conditions, limitations and covenants of this Agreement, SCE may give Moreno Valley written notice of default. If within thirty (30) days of receipt of such notice Moreno Valley does not cure such default, SCE has the right, if it so desires, to terminate this Agreement upon thirty (30) days prior written notice to Moreno Valley. Except as otherwise provided, should such right of termination by SCE be exercised, SCE shall be entitled to payment for all costs and expenses for materials, services, labor, overhead, etc., incurred by SCE to and including the date of termination and all costs and expenses required to effect the termination of this Agreement, including but not limited to all costs and expenses pertaining to the restoration or removal of SCE's Electrical Facilities, equipment and/or materials as well as cancellation of contracts, purchase orders, etc., between SCE and all parties furnishing materials and services, made prior to the termination of this Agreement.

#### 17. PREVIOUS COMMUNICATIONS.

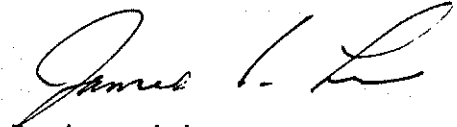
This Agreement contains the entire agreement and understanding between SCE and Moreno Valley as to the subject matter of this Agreement and merges and supersedes all prior agreements, commitments, representations, and discussions between SCE and Moreno Valley. Any agreement between persons employed by SCE and Moreno Valley which is not incorporated into this Agreement by an amendment shall not be a contractual provision of this Agreement.


Please Note: This paragraph 17 does not supersede the Transmission Project Management Actual Cost Estimate letter provided concurrently with this Rule 20B Agreement.

18. GOVERNING LAW.

This Agreement shall be subject to and constructed according to the law of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

  
By James A. Lee  
Project Manager  
Transmission Project Management  
Southern California Edison

By City of Moreno Valley  
  
Signature

AHMAD R. ANSARI  
Print Name

Public Works Director /  
Title City Engineer

JAL  
TPM.3.9.12



James A. Lee,  
Project Manager  
Transmission Project Delivery  
Project Management

City of Moreno Valley  
14177 Frederick Street  
P. O. Box 88005  
Moreno Valley, CA 92552-0805

March 9, 2012

Attention: Ahmad R. Ansari - Public Works Director/City Engineer

Subject: Cactus Avenue Undergrounding  
Cactus/Nason Street Improvements Project  
MoVal Project No. 12-12599520  
SCE Project ID # 130

Southern California Edison (SCE) has received a request from Moreno Valley to provide a cost estimate to underground existing Distribution and ECS facilities located at subject location. In order to accommodate your request, SCE's Distribution and ECS facilities will be modified as follows:

See enclosed approved Undergrounding Plans

The estimated cost to underground these facilities to accommodate the development of your project is \$364,000.00, which does not include Income Tax Component of Contribution (ITCC).

SCE acknowledges receipt of \$40,000.00 as an engineering advance and project payment, which leaves \$324,000.00 as the balance due. Please issue your check payable to Southern California Edison Company and forward to my attention at the address shown below. Please be sure that the check identifies our project ID #130.

This cost estimate has been calculated and presented to you without an Income Tax Component of Contribution (ITCC). In the event that the Internal Revenue Service (IRS), State, City, and/or local governmental taxing authority determines that this project is taxable, the City of Moreno Valley will reimburse SCE for the full amount of the tax liability, plus interest, penalties, fees, and related costs. Such amounts will be paid to SCE within 60 days after notification of such event by SCE to the City of Moreno Valley.

Upon receipt of all funds, a signed copy of this letter, Signed Rule 20B Agreement, any required JUA, easements, and a signed copy of the SCE construction drawings, this project will be released for construction.

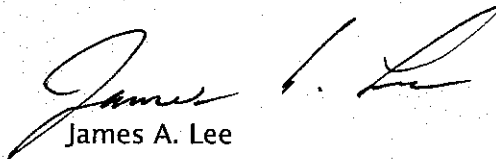
300 N. Pepper Ave., Bldg. "B"  
Rialto, CA 92376  
(909)820-5679  
[Email leeja@sce.com](mailto:leeja@sce.com)

March 9, 2012

At the completion of the project, the City of Moreno Valley will be provided a final invoice and be billed or refunded any difference covering the actual cost of the project. Please allow approximately one year after job completion for the final invoice to be prepared.

If there are any delays or this project is canceled, please notify me immediately at (909)820-5679.

Sincerely,



James A. Lee  
Project Manager  
Transmission Project Delivery  
Project Management

I acknowledge and agree to the above referenced SCE billing process and approval of SCE's proposed underground plan of relocation as a duly authorized representative of the City of Moreno Valley.

By:   
Signature

Date: 3/14/12

AHMAD R. ANSARI  
Print Name

Title: Public Works Director  
/ City Engineer

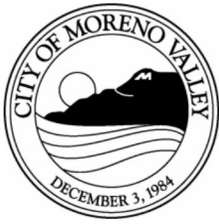
Enclosure

cc: Sasan Soroushi  
Jackie Lyons

Greg Hasty  
Tina Tavenmer

Dwayne Montanye  
Project File

300 N. Pepper Ave., Bldg. "B"  
Rialto, CA 92376  
(909)820-5679



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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Abdul Ahmad, Fire Chief

**AGENDA DATE:** April 24, 2012

**TITLE:** Resolution for the Abatement of Public Nuisances

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### **RECOMMENDED ACTION**

Staff recommends that the City Council adopt Resolution No. 2012 -24 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in this staff report for the abatement of nuisances.

### **BACKGROUND**

Pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, in order to protect and preserve the health, safety, and general welfare of the public, the City Manager or his designee directs the abatement of various public nuisances and the recovery of costs associated with said abatements. Cost recovery may be obtained by recording a Notice of Special Assessment with the County Recorder's Office.

### **DISCUSSION**

The Property Assessment List for general nuisance and weed abatements is hereby submitted for review and consideration by the City Council. Fire Prevention Bureau staff initiated and completed abatement action of weeds in various locations within the City.

A statement of costs was mailed to the legal owner of record for each property requiring abatement action. The County of Riverside equalized tax assessment roll was utilized to determine property ownership. A summary of each abatement is included in the statement of costs, along with the owner's name(s), property description, and the cost for the abatement action. A copy of the statement of costs shall remain on file in the Fire Prevention Bureau.

The Property Assessment List is a current listing of unpaid abatement costs incurred during 2011. Costs approved by the City Council Resolution will result in a special assessment and will become a levy on the FY 2012/2013 tax bill if not paid directly to the City by July 1, 2012. The Notices of Special Assessment will be recorded at the Riverside County Recorder's Office following approval by the City Council.

### **ALTERNATIVES**

1. Pursuant to Chapter 6.04.100, Council may revise, correct or modify the statement of costs as deemed appropriate.
2. Council may approve Staff's report, and adopt the Resolution for the Abatement of Public Nuisances.

### **FISCAL IMPACT**

1. Adoption of the resolution would facilitate cost recovery for those costs incurred by the City for public nuisance and hazard reduction work performed as outlined in the attached Property Assessment List
2. Not adopting the resolution would result in costs for contract abatement work being absorbed by the City for all costs that remain unpaid by the property owners.

As detailed in Exhibit 1, the costs incurred by the City for contractual abatements are outlined below. An additional \$13.50 Special Districts Administration (S.D.A.) fixed charge will be added for each parcel at the time the assessment is placed on the County of Riverside Tax Roll for FY12/13.

#### **Fire Prevention Bureau**

Contractual, Inspection, and Administrative	\$71,421.73
S.D.A. Fixed Charge Fee: (98 @ \$13.50 each)	\$1,323.00
Total:	\$72,744.73

The Property Assessment List, as approved by City Council, is subject to amendment as necessary to reflect any payments subsequently received from property owners. Costs not paid in full by July 1, 2012, will be processed as special assessments and cost recovery will occur through the payment of taxes. The Statement of Costs and Notices of Special Assessment for each property shall remain on file in the Fire Prevention Bureau. If payment, or partial payment, is received from property owners, that portion of the Exhibit(s) will be revised as appropriate.



## **CITY COUNCIL GOALS**

- **Public Safety**. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.
- **Positive Environment**. Create a positive environment for the development of Moreno Valley's future.
- **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 that will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

## **SUMMARY**

The Fire Prevention Bureau performed public nuisance abatements during 2011. These abatements were to remove hazardous and other nuisance conditions from properties. After having been served with a "Notice to Abate" and given a reasonable time for compliance, the property owners failed to voluntarily abate the conditions.

Property owners were served with a Statement of Costs and billed, requesting payment for all costs associated with the City-performed abatement action, by regular mail. Staff is requesting that the City Council authorize the placement of unpaid abatement costs as a special assessment (tax lien) against the properties.

## **NOTIFICATION**

Moreno Valley Municipal Code Section 6.04.060 – Notification of Nuisance provides that written notice of nuisance conditions **may** be given to property owners in the following manner:

By regular mail addressed to the owner or person in charge and control of the property; at the address shown on the last available equalized assessment roll of the County of Riverside; or as otherwise known, by posting a "Notice to Abate" on the property where the nuisance condition(s) exists thereby allowing ten days to comply.

Notification of weed abatement conditions was specifically met by:

1. Mailing a "Notice to Abate" to property owners by regular mail.
2. Telephone contact with property owners, when possible (i.e., phone number on file).

**ATTACHMENTS/EXHIBITS**

Attachment A: Moreno Valley Municipal Code Chapter 6.04, Abatement of Public Nuisances  
 Attachment B: Sample Notices: Weed and Nuisance Abatement Notice  
 Attachment C: Resolution No. 2012 –24  
 Exhibit 1: Property Assessment List

Prepared By:  
 Gina Henderson  
 Acting Administrative Assistant

Department Head Approval:  
 Abdul Ahmad  
 Fire Chief

Concurred by:  
 Randall Metz  
 Fire Marshal

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

**Chapter 6.04****ABATEMENT OF PUBLIC  
NUISANCES\*****Sections:**

- 6.04.010 Purpose.**
- 6.04.020 Definitions.**
- 6.04.030 General provisions.**
- 6.04.040 Declaration of nuisances.**
- 6.04.050 Abatement.**
- 6.04.060 Authorization for city manager.**
- 6.04.070 Authority to inspect.**
- 6.04.080 Notification of nuisance.**
- 6.04.090 Appeals.**
- 6.04.100 Abatement by city.**
- 6.04.110 Emergency abatement.**
- 6.04.120 Abatement costs.**
- 6.04.130 Alternatives.**

\* Prior ordinance history: Ords. 363, 471, 509, 528, 533 and 694.

**6.04.010 Purpose.**

This chapter is adopted to declare what constitutes a public nuisance and to establish procedures to abate nuisances and to recover costs of such abatement. It is declared to be in the public interest to promote the health, safety and welfare of the residents of the city by providing a summary procedure for the abatement of nuisances, which abatement procedures shall be in addition to all other proceedings by this code or otherwise by law. (Ord. 772 § 2, 2008)

**6.04.020 Definitions.**

Unless specifically defined in this section, words and phrases used in this chapter shall be interpreted to give them the meaning in

common usage and to give this chapter its most reasonable application.

“Abandoned” (vehicle) means any vehicle which has been left on private property or public property in such inoperable or neglected condition that the owner’s intention to relinquish all further rights or interests in may be reasonably concluded.

“Abandoned” (building, structure or property) means any property that is vacant and under a current notice of default, notice of trustee’s sale or that has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure, or that is transferred under a deed in lieu of foreclosure or sale.

“Abatement” means the demolition, removal, repair, maintenance, construction, reconstruction, replacement or reconditioning of structures, appliances or equipment; or the removal, transportation, disposal and treatment of waste and abandoned materials and equipment capable of harboring, breeding, or attracting rodents or insects or producing odors or blight.

“Attractive nuisance” means any condition, instrumentality or machine which is unsafe and unprotected and thereby dangerous to young children by reason of their inability to appreciate the peril which exists, and which may reasonably be expected to attract young children to the premises and risk injury by playing with, in, or on it. Attractive nuisances may include, but shall not be limited to: (1) abandoned and/or broken equipment; (2) hazardous pools, ponds, culverts, excavations; and (3) neglected machinery.

“Building” means any structure, including, but not limited to, any house, garage, duplex, apartment, condominium, stock cooperative, mobilehome, or other residential, commercial

or industrial structure or any portion thereof, which is designed, built, rented or leased to be occupied or otherwise is intended for supporting or sheltering any use or occupancy, and any commercial, industrial or other establishment, warehouse, kiosk or other structures affixed to or upon real property, used for the purpose of conducting a business, storage or other activity.

"Construction material" means any discarded material from the building or destruction of structures, roads and bridges, including concrete, rocks, asphalt, plasterboard, wood and other related material.

"Enforcement officer" means the individual designated by the city manager to cause inspections and to take such actions as may be required by the provisions of this chapter for the purpose of enforcing the city's municipal code.

"Garbage" means any putrescible animal, fish, fowl, food, fruit or vegetable matter resulting from the cultivation, preparation, storage, handling, decay or consumption of the substance.

"Hazardous substance" means any chemical compound, mixture, substance or article which is identified or listed by the United States Environmental Protection Agency or appropriate agency of the State of California as a "hazardous waste," as defined in 40 C.F.R. Section 261.33, except that for the purposes of this chapter, hazardous waste also shall include "household waste," as defined in 40 C.F.R. 261.4(B)(1).

"Hearing officer" means the individual appointed by the city manager to hear the appeal on a determination of the existence of a nuisance.

"Improved surface" means a ground surface covered or paved with concrete, asphalt,

brick and mortar, stone and mortar, concrete pavers and mortar and/or such other material as has been approved for parking of vehicles by the community development director in such a manner as is designed to properly support the gross weight of the class of vehicle parked, support all wheels of the vehicle and permanently prohibit both weed growth around and under the vehicle and leakage of oil, fuel and other fluids into the ground.

"Infestation" means the presence, within or contiguous to, a structure or premises of termites, insects, vermin rodents or other pests. If the actual presence of pests cannot be confirmed, the presence of fresh droppings, larvae, eggs, recent rodent holes or other such evidence may be used to identify a current infestation.

"Inoperable vehicle" means any vehicle which cannot be legally operated on a public street because the vehicle lacks an engine, transmission wheels, tires, doors, windshield or any other part or equipment necessary to operate the vehicle safely, or is not currently registered with the California Department of Motor Vehicles.

"Junk" means any cast-off, damaged, discarded, obsolete, salvaged, scrapped, unusable, worn-out or wrecked object, thing or material including, but not limited to, those composed in whole or in part of asphalt, brick, carbon, cement, plastic or other synthetic substance, fiber, glass, plaster, rubber, terra cotta, wool, cotton, cloth, canvas, wood, metal, sand, organic matter or other substance, crates, cartons, containers, boxes, machinery or parts thereof, scrap metal, furniture or parts thereof, trimmings from plants or trees, cans, bottles and barrels.

"Odor" means any smell, scent or fragrance.

“Owner” means any person, agent, firm or corporation having legal or equitable interest in the property.

“Person” means an individual, partnership, corporation, association or organization, or agent of any of the foregoing.

“Premises” means any lot or parcel of land upon which a building is situated, including any portion thereof improved or unimproved, and adjacent streets, sidewalks, parkways and parking areas.

“Property” means any lot or parcel of land, including any alley, sidewalk, parkway or unimproved public easement.

“Refuse” means any putrescible and non-putrescible solid waste, except sewerage, whether combustible or noncombustible and includes garbage and rubbish.

“Responsible person” means the owner of record of real property, any occupant, agent, custodian, lessee, manager, user or interested holder in property or premises, including, but not limited to, a trustee or beneficiary who holds a deed of trust to abandoned property; or any other person determined to have caused, committed, or permitted a violation of this code, or any other law, statute, regulation or rule regulating public nuisances.

“Right-of-way” means any area or parcel of property granted, deeded, dedicated to, or otherwise acquired by the city or the public at large for any public purpose including, but not limited to, roadways, alleys, streets, parkways, pedestrian ways, and sidewalks.

“Vacant” or “vacated” means real property not lawfully occupied by or with the consent of the owner or leaseholder of the property.

“Vehicle” means any device by which any person or property may be propelled, moved, or drawn upon a highway or upon water or

through the air, excepting a device moved exclusively by human power.

“Weeds” means useless and troublesome plants generally accepted as having no value and frequently of uncontrolled growth. (Ord. 772 § 2, 2008)

#### **6.04.030 General provisions.**

A. The provisions of this chapter are applicable to all property located within the city wherein any of the conditions, uses or activities hereafter specified are found to exist.

B. This chapter shall not apply to any condition expressly allowed or authorized by federal or state law or any other provision of this code.

C. The list of conditions, uses and activities declared to be public nuisances is not intended to be exclusive and additional conditions, uses or activities may be declared by the city council by amendment of this chapter or any other means authorized by law.

D. Violations of this chapter shall be treated as strict liability offenses regardless of intent. (Ord. 772 § 2, 2008)

#### **6.04.040 Declaration of nuisances.**

It is unlawful and is declared a nuisance for any responsible person in the city to maintain or allow another to maintain, or fail to maintain any of the following conditions:

A. Buildings, structures, facilities, equipment, devices or improvements:

1. Maintained in violation of any provision of any comprehensive or uniform building, plumbing, electrical, housing, mechanical or fire code as adopted by the city or enacted by the state of California and codified in the California State Codes or within the California Code of Regulations;

6.04.040

2. Maintained in violation of any provision of Title 9 of this code, including, but not limited to, prohibited uses, setback violations, development standards and sign regulations;

3. Which have been abandoned, vacated, boarded up, partially destroyed, or left in a state of partial construction or repair for a period exceeding ninety (90) days, or and have become accessible to unauthorized persons including, but not limited to, juveniles, vagrants or persons engaged in illegal, hazardous, drug or gang activity;

4. Which have become defective, unsightly, or in such a condition of deterioration or disrepair as the same may cause depreciation of the property values to surrounding properties;

5. Upon which the condition of the exterior coating has become so deteriorated as to permit decay, excessive checking, cracking, dry rot, termite infestation, broken windows or warping;

6. With graffiti or other words, lettering or drawings not otherwise permitted by the provisions of this code, state or federal law on visible or exterior surfaces;

7. Without a connection to a sewer disposal system or sanitary sewer if occupied or with any leaking seeping sewage;

8. Without a connection to a permanent electrical service if occupied and such service is available within three hundred (300) feet of the occupied building or structure.

9. Without hot water, running water, adequate heating, and electricity if occupied;

10. Constructed in violation of any state or local law or regulation relating to the condition, use or maintenance of buildings.

B. Outdoor storage or maintenance of the following:

1. Abandoned, damaged or broken equipment, machinery, household items or appliances;

2. Refuse, rubbish, scrap metal, appliances, shopping carts, wood, plant cuttings, broken or discarded furniture or household equipment, junk, trash or debris, parts, cans, boxes or containers;

3. Garbage or trash containers stored in a manner so as to be visible from public rights-of-way, except when in places of collections and at times for collection as permitted in this code;

4. Any hazardous substance or waste product, including, but not limited to biological material, oil, gasoline, automotive fluids, and household chemicals not lawfully stored or which has been discharged, released, placed or deposited upon any premises or onto any public property;

5. Construction materials, equipment or machinery in any front yard, front setback or driveway in a residential zone;

6. Any materials that are stored or stacked in a manner in which the materials could be discharged into a storm drain system.

C. Landscaping, vegetation, or improved or unimproved property in any of the following conditions:

1. Property, including any sidewalks and parkways adjacent thereto, containing weeds, dry grasses, dead trees, dead shrubs, or any other material which bears seeds of a wingy or downy nature or which by reason of their size, manner of growth or location, constitute a fire hazard or a threat to public health, or containing weeds, vegetation, grasses, trees or shrubs, including, but not limited to sagebrush, chaparral, and Russian Thistle (tumbleweed) which, when dry, will in reasonable

probability constitute a fire hazard or be blown onto adjoining property by prevailing winds;

2. Containing stagnant or standing water, refuse, rubbish, offal, excrement or other waste materials which emit an odor;

3. Unimproved surfaces of front and visible side yards not completely landscaped and covered with any combination of ground cover consisting of live plant materials, decorative rock, redwood bark, and/or mulch as long as such covering is consistent with any existing land use approvals, permits, entitlements, contracts or environmental document relating to the property;

4. Trees and shrubs containing dead or fallen limbs or branches that may present a safety hazard;

5. Trees or shrubs which are overgrown or contain limbs or branches that restrict, impede or obstruct the use of or obscure the visibility of pedestrians or drivers using the public right-of-ways, easements, sidewalks or roadways;

6. Overgrown vegetation likely to harbor vermin, insects or rodents of any kind;

7. Not conforming to any requirement set forth in any zoning or land use approval, permit, entitlement, contract or environmental document relating to the property.

D. Vehicles stored, parked, used or maintained in any of the following manners:

1. To allow or perform the maintenance, repair, restoration, painting, body work or dismantling of any vehicle, equipment or parts thereof on the exterior portion of any residential property. This prohibition shall not apply to work specifically authorized by state or local law or regulation, and shall not apply to minor repair or maintenance of vehicles which are registered to the person residing on

the property and such repairs or maintenance are not conducted outside for longer than seventy-two (72) consecutive hours;

2. Parked or stored on unimproved surfaces;

3. Encroaching onto or over any pedestrian pathway or sidewalk or which restrict, impede or obstruct the use of or obscure the visibility of pedestrians or drivers using the public right-of-ways, easements, sidewalks or roadways;

4. With accumulations of debris, leaves, weeds or other materials in the areas around and under the vehicle;

5. As residential living space or occupancy, including, but not limited to, sleeping, cooking, dining, or bathing.

6. Inoperable, abandoned, wrecked, or dismantled vehicles or parts thereof not stored entirely within an enclosed building;

E. Property containing any of the following:

1. Wells, swimming pools, spas, ponds or excavations containing water or any other liquid in excess of twenty-four (24) inches in depth at any point and exceeding five thousand (5,000) gallons in capacity which are unfenced or otherwise unprotected with a barrier at least five (5) feet in height;

2. Any device, equipment, instrument, vehicle, machinery or animal which creates a loud or unusual noise in violation of Chapter 11.80 of this code;

3. Any hazard to the public obstructing the use of or obscuring the visibility of pedestrians or drivers using the public right-of-ways, easements, sidewalks or roadways, including, but not limited to, walls, fences, shrubs, trees, vehicles or structures;

4. Walkways, driveways, parking lots and other improved surfaces in a deteriorated or

#### 6.04.040

unsafe condition or with fading required striping or markings;

5. An infestation of termites, insects, vermin, rodents or other pests;

6. The display or placement upon any fence, wall, tree, bush or any other structure, or portion thereof, of any linens, rugs, fabrics, nylon, or any other item of clothing or similar items except upon a recognized clothes line facility not located in the front yard;

7. Any attractive nuisance;

8. Any condition which creates a detriment or hazard to the public health, safety or general welfare as to constitute a public nuisance as defined by California Civil Code Section 3480, California Health & Safety Code Section 11570, California Penal Code Section 11225, or California Government Code Section 39561. (Ord. 772 § 2, 2008)

#### 6.04.050 Abatement.

All or any part of any real property, or building or structure located thereon, found to constitute a public nuisance as provided in this chapter, shall be abated by rehabilitation, repair, removal or demolition pursuant to the procedures set forth in this chapter. (Ord. 772 § 2, 2008)

#### 6.04.060 Authorization for city manager.

The city manager is authorized to administer and enforce the provisions of this chapter. The city manager may appoint and authorize one or more members of the city staff to act as his designee to administer or enforce this chapter. In the context of this chapter, the phrase "city manager" includes each and all persons designated by the city manager to assist in the administration and enforcement

of this chapter, as limited by the terms of the delegation. (Ord. 772 § 2, 2008)

#### 6.04.070 Authority to inspect.

A. Enforcement officers are authorized to enter upon any property or premises within the city to ascertain whether or not a nuisance as defined in this chapter exists, and to make any examination and surveys as may be necessary in the performance of their enforcement duties.

B. Inspections may include the taking of measurements, photographs, samples or other physical evidence.

C. All inspections will be made only after having been given consent to inspect from a responsible person or after having obtained an administrative inspection warrant pursuant to California Code of Civil Procedure Section 1822.50 et seq.

D. Inspections of exterior conditions of property may be made from public property or from the private property of another with consent without obtaining a warrant or the consent of the occupant of the observed property. (Ord. 772 § 2, 2008)

#### 6.04.080 Notification of nuisance.

A. When the city manager or authorized representative thereof determines that any condition on property within the city constitutes a nuisance as declared in Section 6.04.040, such person shall give written notice to abate to responsible person(s), as identified on public records or tax rolls, ordering the abatement of said nuisance.

B. The notice to abate shall contain the following information:

1. The name of the record owner of the property;



2. The date of the inspection;
3. The date of the violation(s);
4. The street address, assessor's parcel number or other definite description of the location where the violation(s) exist;
5. The code sections violated;
6. A description of the condition of the property creating the nuisance;
7. A list of necessary corrections to bring the property into compliance;
8. A reasonable time limit for correction based upon the nature of the nuisance;
9. A reference to the potential consequences for failure to abate the nuisance by the specified time period;
10. An order prohibiting the continuation or repeated occurrence of the nuisance;
11. The name and signature of the enforcement officer; and
12. Notice of the right to appeal.

C. Notice required by this chapter may be served in any of the following manners:

1. Personal service on the responsible person;
2. Regular mail addressed to the responsible person, at the address shown on the last available assessment roll, or as otherwise known or posting in a conspicuous place on the premises or abutting the right-of-way;
3. Insertion of a legal advertisement at least once a week for a period of two weeks in a newspaper of general circulation in the city. The newspaper advertisement shall be a general notice that property in the city has been posted and contain a general statement of the effect of such postings.

D. Failure of any person to receive a copy of any notice issued pursuant to this chapter shall not affect the validity of any proceedings or actions taken under this chapter.

E. Nothing in this chapter shall be construed or interpreted to require the issuance of a notice to abate as a prerequisite to the issuance of an administrative citation or the filing of any civil action or criminal complaint. (Ord. 811 § 4, 2010; Ord. 772 § 2, 2008)

#### **6.04.090 Appeals.**

A. Within ten (10) days from the date of serving the notice to abate, the person to whom notice was given may file an appeal of the nuisance finding to the city manager. Such appeal shall be in writing and shall identify the property subject to the notice to abate.

B. Failure to file a timely appeal shall constitute a waiver of all rights to an administrative appeal hearing and adjudication of the notice to abate or any portion thereof.

C. The city manager shall then appoint a hearing officer to hear the appeal, which hearing officer may not be an employee of the city.

D. Notice of the date and time of the hearing shall be given in writing. The date of the hearing shall be no sooner than five (5) days from the date when the notice of the hearing is given to the appellant and to the enforcement officer.

E. The hearing shall be conducted within twenty (20) days from the filing of the appeal or at such later date as may be agreed to by both appellant and the city.

F. At the time of the hearing, the hearing officer shall hear testimony of all competent persons desiring to testify and review all documents, photographs or other evidence respecting the condition constituting the nuisance.

G. The hearing officer has the authority to determine the relevance of any evidence and

6.04.090

to exclude unduly repetitious and cumulative evidence or testimony and may consider hearsay evidence.

H. If the appellant fails to attend the hearing, the hearing will proceed without the appellant and he or she will be deemed to have waived his or her rights to present evidence or testimony at the hearing.

I. At the conclusion of the hearing, the hearing officer shall determine whether or not a nuisance exists. If a determination is made supporting the finding of a nuisance, the appellant shall be served a written notice of the hearing officer's decision pursuant to 6.04.080(C), directing the abatement of the nuisance within ten (10) days or within such time as the hearing officer has determined is reasonable.

J. The decision of the hearing officer is final. (Ord. 772 § 2, 2008)

#### **6.04.100 Abatement by city.**

If the nuisance is not completely abated by the owner, as directed, within the time set forth above, the city manager may cause the same to be abated by city personnel or private contract, and entry upon the premises is expressly authorized for such persons. Consent must be obtained from a responsible person(s) prior to entering private property to perform an abatement, or an administrative inspection or abatement warrant must be obtained as required by law. (Ord. 772 § 2, 2008)

#### **6.04.110 Emergency abatement.**

Notwithstanding any other provision of this chapter, whenever the city manager determines that any real property or any building, structure or condition thereon is dangerous or constitutes an immediate threat to pub-

lic health or safety, the city manager may, without being required to observe the provisions of this chapter with reference to abatement procedures and notice, immediately and forthwith abate such public nuisance. Where such condition and the abatement is immediately required, the city manager shall prepare a statement of costs in respect thereto, and the provisions of Sections 6.04.120 and 6.04.130 shall apply. (Ord. 772 § 2, 2008)

#### **6.04.120 Abatement costs.**

A. Whenever any person creating, causing, committing or maintaining a public nuisance, as referred to in this chapter or in Section 1.01.250 of this code, or other public nuisance, as defined under state law or other ordinance or regulation, has been given notice, by or on behalf of the city attorney, enforcement officer, or by any other city officer, employee or policing agent authorized to give such notice, to abate such nuisance or cease and desist from continuing such nuisance or violation of law, and such person who was given notice fails, refuses or neglects to comply with the notice within the time specified therein, or if such a time is not specified, then within a time reasonably sufficient to enable such compliance, such noncomplying person shall be liable to the city for any and all costs and expenses to the city involved in thereafter abating the nuisance and in obtaining compliance with or enforcing the law as referred to or encompassed in the notice.

B. Costs and expenses, as referred to in subsection A of this section may include, but are not limited to, any and all direct costs and expenses related to such things as personnel salaries and benefits, operational overhead, rent, interest, fees for experts or consultants,

(Moreno Valley 8-10)

research fees, legal costs or expenses, including, but not limited to, procedures associated with collecting moneys due hereunder.

C. In any action, administrative proceeding, or special proceeding to abate a nuisance, the prevailing party shall be entitled to recovery of attorney's fees. The recovery of attorney's fees is limited solely to causes of action directly associated with the abatement of a public nuisance. In no action, administrative hearing, or special proceeding shall an award of attorney's fees to a prevailing party exceed the amount of reasonable attorney's fees incurred by the city in the action or proceeding. Such attorney's fees shall be recoverable as costs of abatement.

D. Upon the completion of any abatement pursuant to this chapter, the city manager shall cause a statement of the costs thereof to be prepared for submission to the city council. The city manager shall set a time and place for the city council to receive and consider the statement of costs, and shall serve upon the responsible person(s) a copy of the statement of costs and a notice of the time and place at which the city council will receive and consider the statement of costs. Service shall be in the same manner as set forth in Section 6.04.080(C).

E. The costs of abatement of a nuisance, as confirmed by resolution of the city council, shall constitute a special assessment against the property to which it relates, and after its recording, as thus made and confirmed, the same shall constitute a lien on the property in the amount of such assessment. After the confirmation of the statement, a copy thereof shall be recorded in the official records of Riverside County and shall be transmitted to the assessor and tax collector of the county of Riverside by the city clerk. Whereupon it

shall be the duty of the assessor and tax collector to add the amount of such assessment, or assessments, to the next regular bills of taxes levied against the respective lot or parcel of land, and thereafter the amount shall be collected at the same time and in the same manner as ordinary real property taxes are collected, and shall be subject to the same penalties and the same procedure for foreclosure and sale in the case of delinquency as provided for ordinary real property taxes.

F. At the time and place set for receiving and considering the statement of costs, the city council shall hear and pass upon the statement together with any objections or protests raised by any of the persons liable to be assessed for the cost of abating the nuisance. Thereupon, the city council may make any such revision, correction or modification to the statement of costs as it may deem appropriate, after which the statement as submitted, or as revised, corrected or modified, shall be confirmed by resolution. Such hearing may be continued from time to time. The decision of the city council shall be final.

G. The provisions of this section shall also apply to any responsible person who received a notice, as specified therein, and thereafter the nuisance or violation was abated, but such person subsequently allowed or was responsible for recurrence of the nuisance or violation.

H. In any action or proceeding involving a violation of any provision of this chapter, the city attorney, in his or her sole discretion and as part of settlement negotiations, may reduce, eliminate or waive any fines, fees, penalties or interest incurred pursuant to this chapter. Any determination or decision of the city attorney in this regard shall be final and

6.04.120

conclusive and shall not be subject to appeal as prescribed in Chapter 2.02 of this code.

I. Moneys due to the city pursuant to this section may be recovered in an appropriate civil action. Alternatively, such liability may be enforced by special assessment proceedings against the parcel of land upon which the nuisance existed, which proceedings may be conducted in a manner substantively similar to proceedings described in Sections 39574, et seq. of the government code of the state relating to weed abatement assessments. (Ord. 772 § 2, 2008)

**6.04.130 Alternatives.**

Nothing in this chapter shall be deemed to prevent the city from commencing a criminal action, civil action or other judicial or administrative proceeding to abate the alleged nuisance or to obtain any other appropriate remedy in addition to, as an alternative to, or in conjunction with the procedures authorized by this chapter. (Ord. 772 § 2, 2008)

(Moreno Valley 8-08)



**Fire Prevention**

14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

**HAZARD REDUCTION  
ABATEMENT NOTICE**

**ATTACHMENT B**

256-150-031  
RODRIGUEZ, PEDRO  
19745 COLIMA RD STE 114  
ROWLAND HEIGHTS CA, 91748

03/28/2011

Dear Property Owner:

As owner(s) shown on the last equalized assessment roll of the parcel identified above you are hereby given notice that **all weeds, dry vegetation, rubble, junk, trash, debris, objects, discarded auto bodies, parts and other waste matter upon the premises is a public nuisance and must be abated (M.V.M.C. 6.04)**. At this time you should make a full and complete inspection of your property and abate (remove) any of the above items by:

**COMPLIANCE DATE: 04/18/2011**

**ABATEMENTS MUST INCLUDE:**

- 1. Handwork along perimeters:** Removal of weeds/debris from parkway area and edge of street pavement to property; removal of concrete, junk, trash, asphalt, tires, etc.; disking more than once where soil has not adequately mixed with grass; disking twice where tumbleweeds exist.
- 2. Removal of tree limbs (branches)** to provide a minimum of an 8' clearance from ground to branches.
- 3. Fire Officials may require** additional abatement work to maximize fire hazard reduction. You may be held liable for costs associated with any Fire Suppression Services that occur on your property which result from dry vegetation or other types of combustible material.

**REGROWTH MAY BE SUBJECT TO REMOVAL WITHOUT FURTHER NOTICE:**

It is your responsibility to maintain property in good condition at all times. Failure to abate such recurring conditions will result as stated above.

**IMPOSED CITY COSTS, FINES AND RIGHTS:**

If said items listed are not removed by the compliance date above, the City of Moreno Valley may order an abatement without further notice and the cost of said abatement shall be assessed against the property as a special lien. In addition, the City will also impose and assess an administrative fee for each parcel abated and any other recovery costs. If the violations have not been corrected, the City has the authority to issue an Administrative Citation against the property owner and/or parties maintaining the violation and/or commence administrative abatement action. Administrative citations carry a fine from \$100.00 for the first occurrence up to \$500.00 for the third occurrence of the same violation. Each day that the offense exists constitutes a separate offense.

**APPEAL PROCESS:**

You may appeal to the Fire Marshal of the City of Moreno Valley and show cause, if any, why the City should not abate the public nuisance. Such appeal shall be in writing and filed with the Fire Prevention Bureau within ten (10) days from the date of this Notice. The Fire Prevention Bureau is located at City Hall, 14177 Frederick Street, Moreno Valley. Our mailing address is P.O. Box 88005 Moreno Valley, CA 92552-0805. Further questions concerning this notice can be directed to the Weed Abatement Hotline at (951) 413-3381.

FW11-0004

**MINIMUM LOT CLEARING REQUIREMENTS:**

The following are considered minimum standards. It is always best to completely remove all vegetation and/or weeds.

**PROPERTY LESS THAN FIVE (5) ACRES IN SIZE:**

1. All weeds must be abated.
2. Disking is the preferred method. Disking must fully turn over the soil to bury the weeds/vegetation. Additional disking may be required if soil does not mix with weeds adequately. NOTE: WHERE REGULATED BY THE FEDERAL ENDANGERED SPECIES ACT, DISKING IS PROHIBITED.
3. Mowing or weed whacking may be acceptable, however, the use of such method(s) must have prior clearance from this office (be advised, property that is mowed may be subject to substantial re-growth and require additional abatement).

**PROPERTY OVER FIVE (5) ACRES IN SIZE:**

1. 100-foot minimum firebreak along the perimeter(s).
2. 200-foot minimum firebreak along any residential development.
3. 100-foot minimum "crosscut" firebreaks applied so that no remaining uncleared portion of land is greater than 2.5 acres.
4. Multiple parcels owned by the same party must be cleared per guidelines for individual parcel size. Conjoined parcels less than one acre may not be cleared as parcels over 5 acres aggregate.
5. Additional lot clearance may be required as a result of inspection by the Fire Prevention Officer or the City Fire Marshal.

**HILLSIDE RESIDENTIAL PROPERTIES:**

1. Structures must have a 100-foot clearance from any flammable/combustible material or dry vegetation.
2. Minimum 100-foot clearance from heavy vegetation.
3. Minimum 30-foot clearance from any mature tree trunk.

**AGRICULTURAL PROPERTY:**

1. Minimum 30-foot firebreak along the perimeter from edge of road (may require handwork).
2. Minimum 100-foot firebreak from improved property.
3. Crop harvesting should be completed by July 1.

**STATE GOVERNED AGENCIES:**

This notice does not authorize violation of the Federal Endangered Species Act or violation of other state or Federal laws or regulations. For information on dust control, contact South Coast Air Quality Management District at (909) 396-2000. For information on the alteration of a stream channel, wetland or irrigation which may require a state or federal permit contact the City's Planning Division at (951) 413-3206.

**TUMBLEWEED ABATEMENT**

**All parcels will be inspected again beginning October 15<sup>th</sup> for clearance of tumbleweeds. All tumbleweeds shall be removed and disposed of prior to October 15<sup>th</sup>. For information about obtaining a burn permit for tumbleweed disposal, contact your local fire station. Failure to remove tumbleweeds will result in city contractor removal and will be billed to your property tax bill.**

**APPEAL PROCESS:**

You may appeal to the Fire Marshal of the City of Moreno Valley and show cause, if any, why the City should not abate the public nuisance. Such appeal shall be in writing and filed with the Fire Prevention Bureau within ten (10) days from the date of this Notice. The Fire Prevention Bureau is located at City Hall, 14177 Frederick Street, Moreno Valley. Our mailing address is P.O. Box 88005 Moreno Valley, CA 92552-0805. Further questions concerning this notice can be directed to the Hazard Reduction Hotline at (951) 413-3381.

Thank you in advance for your cooperation.

***Please refer to the City of Moreno Valley's website at [www.moval.org](http://www.moval.org) for additional information regarding Weed Abatement, Defensible Space, and Fire Safety.***



## HAZARD REDUCTION NOTICE OF VIOLATION

256-150-031  
RODRIGUEZ, PEDRO  
19745 COLIMA RD STE 114  
ROWLAND HEIGHTS CA, 91748

DATE: 04/26/2011

APN: 256-150-031

Your property was inspected on 04/20/2011 to confirm compliance with the City's Hazard Reduction Program, the Moreno Valley Municipal Code 6.04, and the California Fire Code 304.1.2. **Abatement work will be required by you or your contractor. It was determined that the following conditions exist on your property and must be corrected within ten (10) days of the above date.**

**Abatement work to be performed:**

- Weeds have not been properly abated according to the lot size requirements
- Handwork/cleanup required along perimeter of property.

**INSPECTED BY: FRANK MARTINEZ**

If you have not brought the property into compliance within ten (10) days, the City will have the abatement performed. Abatement costs, plus administrative and re-inspection fees will be assessed against the property. In addition, an Administrative Citation may be issued.

**APPEAL PROCESS:**

You may appeal to the Fire Marshal of the City of Moreno Valley and show cause, if any, why the City should not abate the public nuisance. Such appeal shall be in writing and filed with the Fire Prevention Bureau within ten (10) days from the date of this Notice. The Fire Prevention Bureau is located at City Hall, 14177 Frederick Street, Moreno Valley. Our mailing address is P.O. Box 88005 Moreno Valley, CA 92552-0805. Further questions concerning this notice can be directed to the Weed Abatement Hotline at (951) 413-3381.

FW11-0004



## HAZARD REDUCTION FINAL NOTICE OF VIOLATION

256-150-031  
RODRIGUEZ, PEDRO  
19745 COLIMA RD STE 114  
ROWLAND HEIGHTS CA, 91748

DATE: 06/20/2011

APN: 256-150-031

Your property was inspected on 06/09/2011 to confirm compliance with the City's Hazard Reduction Program, the Moreno Valley Municipal Code 6.04, and the California Fire Code 304.1.2. **Abatement work will be required by you or your contractor. It was determined that the following conditions exist on your property and must be corrected within seven (7) days of the above date.**

**Abatement work to be performed:**

- Weeds have not been properly abated according to the lot size requirements
- Handwork/cleanup required along perimeter of property.

**INSPECTED BY: FRANK MARTINEZ**

If you have not brought the property into compliance within seven (7) days, the City will have the abatement performed. Abatement costs, plus administrative and re-inspection fees will be assessed against the property. In addition, an Administrative Citation may be issued.

**APPEAL PROCESS:**

You may appeal to the Fire Marshal of the City of Moreno Valley and show cause, if any, why the City should not abate the public nuisance. Such appeal shall be in writing and filed with the Fire Prevention Bureau within seven (7) days from the date of this Notice. The Fire Prevention Bureau is located at City Hall, 14177 Frederick Street, Moreno Valley. Our mailing address is P.O. Box 88005 Moreno Valley, CA 92552-0805. Further questions concerning this notice can be directed to the Weed Abatement Hotline at (951) 413-3381.

FW11-0004



RESOLUTION NO. 2012-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CONFIRMING STATEMENTS OF COSTS AGAINST REAL PROPERTY LOCATED IN THE CITY OF MORENO VALLEY, FOR ABATEMENTS OF PUBLIC NUISANCES AND DIRECTION THAT SAID STATEMENTS OF COSTS CONSTITUTE A LIEN UPON SAID PROPERTIES

WHEREAS, pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, the City of Moreno Valley, State of California, in order to protect and preserve the public health, safety and general welfare, has conducted and completed the abatement of certain public nuisances on real properties located within the City of Moreno Valley, State of California; and

WHEREAS, in accordance with the provisions of the City of Moreno Valley Municipal Code, the City of Moreno Valley has submitted Statements of Costs; and

WHEREAS, having received and considered said Statements of Costs and having notified the affected property owners and given them an opportunity to be heard.

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

1. That the Statements of Costs, Notice of City Council Meeting and Notices of Special Assessments, copies of which are on file with the Fire Prevention Bureau, and incorporated herein by this reference, are confirmed.
2. That the Property Assessment List, attached hereto as Exhibit 1 and incorporated herein by this reference, is also confirmed.
3. That the Notices of Special Assessments shall be recorded with the Riverside County Recorder's Office and copies transmitted to the Assessor and Tax Collector of the County of Riverside and after recordation shall constitute special assessments against the property to which they relate, and shall constitute liens on the property in the amount of the assessment to be added to the tax bill next levied against the property.

ATTACHMENT C

Resolution No. 2012 -24  
Date Adopted: April 24, 2012

APPROVED AND ADOPTED this 24th day of April 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. 2012-24  
Date Adopted: April 24, 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. 2012-24 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 24th day of April, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2012-24  
Date Adopted: April 24, 2012

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# Annual Fire Prevention Weed Abatement Property Abatement List (PAL)

**EXHIBIT 1**

Council Date: April 24, 2012  
 Hazard Reduction From April 1, 2011 To September 13, 2011

Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost	
1	256150031	RODRIGUEZ, PEDRO	19745 COLIMA RD STE 114 ROWLAND HEIGHTS CA, 91748	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/9/2011	143.50	151.00	240.00	13.50	548.00
2	259240048	JW CAPITAL PP	1875 E CENTURY PARK 1490 LOS ANGELES CA, 90007	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/3/2011	468.00	151.00	240.00	13.50	872.50
3	259240062	JW CAPITAL PP	1875 E CENTURY PARK 1490 LOS ANGELES CA, 90007	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground.	8/3/2011	376.00	151.00	240.00	13.50	780.50
-205-	263132028	AMUNDSON, DAVID	68125 VERANO RD CATHEDRAL CY CA, 92234	Weeds have not been properly abated according to the lot size requirements.	8/2/2011	94.00	151.00	240.00	13.50	498.50
5	263150021	HSU, JONG YEON	17 BOULDER RIDGE CT AZUSA CA, 91702	Junk, trash, debris, and/or rubble has not been removed.	8/1/2011	350.25	151.00	240.00	13.50	754.75
6	263160002	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	8/2/2011	604.00	151.00	240.00	13.50	1,008.50
7	263160008	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	8/2/2011	370.00	151.00	240.00	13.50	774.50
	63160015	INDIO SECURITY STORAGE INC	45800 FLOWER ST INDIO CA, 92201	Weeds have not been properly abated according to the lot size requirements.	8/1/2011	187.00	151.00	240.00	13.50	591.50

**Item No. A.8**

Resolution No. 2012-\_\_\_\_  
 Date Adopted: April 24, 2012



# Annual Fire Prevention Weed Abatement Property Abatement List (PAL)

**EXHIBIT 1**

Council Date: April 24, 2012

Hazard Reduction From April 1, 2011 To September 13, 2011

Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost	
9	263160028	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	8/3/2011	1,098.82	151.00	240.00	13.50	1,503.32
10	263210030	OSTEEN, JAMES	11701 PERRIS BLV MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. o attempt made to abate	7/11/2011	188.00	151.00	240.00	13.50	592.50
-206-	263210034	VALDOVINOS, LUPITA I	28271 BRODIAEA AVE MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. no response to incomplete abatement	7/28/2011	94.00	151.00	240.00	13.50	498.50
12	263220018	ALQUZAH, MONTHER	3700 TYLER ST NO 10 RIVERSIDE CA, 92503	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. hw north end of lot	7/28/2011	442.00	151.00	240.00	13.50	846.50
13	263230016	GARDNER, STUART M	629 N 800 WEST CEDAR CITY UT, 84720	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. No attempt made to abate	8/2/2011	627.00	151.00	240.00	13.50	1,031.50



# Annual Fire Prevention Weed Abatement Property Abatement List (PAL)

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Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost	
14	264040012	LETH, DOUGLAS W	8338 DAY CREEK BLV NO 103 RANCHO CUCAMONGA CA, 91739	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/3/2011	96.00	151.00	240.00	13.50	500.50
15	264040013	LETH, DOUGLAS W	8338 DAY CREEK BLV NO 103 RANCHO CUCAMONGA CA, 91739	Weeds have not been properly abated according to the lot size requirements.	8/3/2011	96.00	151.00	240.00	13.50	500.50
16	264040014	LETH, DOUGLAS W	8338 DAY CREEK BLV NO 103 RANCHO CUCAMONGA CA, 91739	Weeds have not been properly abated according to the lot size requirements.	8/3/2011	96.00	151.00	240.00	13.50	500.50
17	264040015	LETH, DOUGLAS W	8338 DAY CREEK BLV NO 103 RANCHO CUCAMONGA CA, 91739	Weeds have not been properly abated according to the lot size requirements.	8/3/2011	96.00	151.00	240.00	13.50	500.50
18	264040016	LETH, DOUGLAS W	8338 DAY CREEK BLV NO 103 RANCHO CUCAMONGA CA, 91739	Weeds have not been properly abated according to the lot size requirements.	8/3/2011	96.00	151.00	240.00	13.50	500.50
19	291140017	YOUNIS, TAREQ	1411 S WALNUT ST NO 49 ANAHEIM CA, 92802	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. No attempt made to abate	8/1/2011	247.50	151.00	240.00	13.50	652.00
21	292191021	EDGE, ANNIE P	23815 IRONWOOD AVE MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/3/2011	129.00	151.00	240.00	13.50	533.50

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**Item No. A.8**

Resolution No. 2012-\_\_\_\_  
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Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost	
22	292191022	EDGE, ANNIE P	23815 IRONWOOD AVE MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/3/2011	127.00	151.00	240.00	13.50	531.50
23	292191023	EDGE, ANNIE P	23815 IRONWOOD AVE MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/3/2011	129.00	151.00	240.00	13.50	533.50
24	292241011	KUNZ & CO	10400 OVERLAND RD NO 391 BOISE ID, 83709	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	8/9/2011	189.67	151.00	240.00	13.50	594.17
25	297100006	NOA ASSOCIATES	8121 VAN NUYS BLV STE 300 PANORAMA CITY CA, 91402	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. NO ATTEMPT TO ABATE MADE	7/28/2011	996.70	151.00	240.00	13.50	1,401.20
28	297150031	R&H HOTEL DEV	16278 MENAHKA RD APPLE VALLEY CA, 92307	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/27/2011	805.00	151.00	240.00	13.50	1,209.50

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Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost	
29	297180006	SAMBRAY, AMEET Y	21830 DEVERON COVE YORBA LINDA CA, 92887	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. no attempt to abate	7/11/2011	683.00	151.00	240.00	13.50	1,087.50
31	297220001	MORENO VALLEY GATEWAY	30448 RANCHO VIEJO RD 110 SAN JUAN CAPISTRANO CA, 92765	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/25/2011	377.00	151.00	240.00	13.50	781.50
-209-	297220010	MORENO VALLEY GATEWAY	30448 RANCHO VIEJO RD 110 SAN JUAN CAPISTRANO CA, 92765	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/25/2011	378.00	151.00	240.00	13.50	782.50
33	308470049	K HOVNIANIAN FORECAST HOMES INC	800 S HAVEN STE 300 ONTARIO CA, 91764	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. photo shows eside represents	8/11/2011	120.00	151.00	240.00	13.50	524.50
34	308470050	K HOVNIANIAN FORECAST HOMES INC	800 S HAVEN STE 300 ONTARIO CA, 91764	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/11/2011	120.00	151.00	240.00	13.50	524.50
Item No. A.8	08470051	K HOVNIANIAN FORECAST HOMES INC	800 S HAVEN STE 300 ONTARIO CA, 91764	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/11/2011	62.00	151.00	240.00	13.50	466.50

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Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost	
36	316030014	2TES FAMILY TRUST	P O BOX 7000 318 ROLLING HILLS ESTATE CA, 90274	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/25/2011	994.00	151.00	240.00	13.50	1,398.50
37	316210003	GARCIA, LINDA	P O BOX 5108 RIVERSIDE CA, 92517	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. bury slash under soil	7/25/2011	501.00	151.00	240.00	13.50	905.50
38	316210018	BORDEN, NANCY L	48507 VIA ENCANTO LA QUINTA CA, 92253	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed.	7/12/2011	530.00	151.00	240.00	13.50	934.50
39	316210025	USA 316	UNKNOWN 02-23-95 , 0	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/12/2011	804.00	151.00	240.00	13.50	1,208.50
40	316210064	IPARAGURRIE, JENNIE	775 N SANDERSON AVE SAN JACINTO CA, 92582	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/12/2011	806.00	151.00	240.00	13.50	1,210.50

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41	471201011	REDHILL VILLAGE	P O BOX 1310 UPLAND CA, 91785	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	9/1/2011	222.00	151.00	240.00	13.50	626.50
42	473150015	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s).	8/8/2011	344.00	151.00	240.00	13.50	748.50
43	473150016	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/8/2011	94.00	151.00	240.00	13.50	498.50
-211-	473150017	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	8/8/2011	98.00	151.00	240.00	13.50	502.50
45	473150025	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s).	8/2/2011	156.00	151.00	240.00	13.50	560.50
46	473150058	WOLVERINE PROP	3512 CEDAR RIDGE LN CORONA CA, 92881	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground.	8/4/2011	375.00	151.00	240.00	13.50	779.50
	73150059	WOLVERINE PROP	3512 CEDAR RIDGE LN CORONA CA, 92881	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground.	8/9/2011	375.00	151.00	240.00	13.50	779.50

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Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost	
48	473210005	BUSTOS, GUSTAVO CRUZ	185 BAY CIR SAN JACINTO CA, 92582	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/3/2011	284.00	151.00	240.00	13.50	688.50
49	475050040	JIAQI INC	P O BOX 93723 CITY OF INDUSTRY CA, 91715	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/4/2011	282.00	151.00	240.00	13.50	686.50
212-	475160065	CAMPUS REALTY	28391 AVD LA MANCHA SAN JUAN CAPO CA, 92675	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/4/2011	220.00	151.00	240.00	13.50	624.50
51	475232017	DELGADO, ALFREDO	7004 ASTAIR AVE NW ALBUQUERQUE NM, 87120	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	8/23/2011	255.00	151.00	240.00	13.50	659.50
52	478040028	DOAN, QUANG THANH	13671 YOCKEY ST GARDEN GROVE CA, 92844	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. no abatement attempted	7/28/2011	98.00	151.00	240.00	13.50	502.50
53	478070026	LAKERIDGE MARKETPLACE	23205 SUNNYMEAD STE 200 MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. bury slash or remove.	8/23/2011	158.00	151.00	240.00	13.50	562.50
54	478070027	LAKERIDGE MARKETPLACE	23205 SUNNYMEAD STE 200 MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. bury slash or remove.	8/23/2011	94.00	151.00	240.00	13.50	498.50



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Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost	
55	478100022	PROFESSORS FUND IV	990 HIGHLAND DR NO 204 SOLANA BEACH CA, 92075	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/26/2011	650.00	151.00	240.00	13.50	1,054.50
56	478100023	PROFESSORS FUND IV	990 HIGHLAND DR NO 204 SOLANA BEACH CA, 92075	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/26/2011	681.00	151.00	240.00	13.50	1,085.50
-213-	478100024	PROFESSORS FUND IV	990 HIGHLAND DR NO 204 SOLANA BEACH CA, 92075	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/25/2011	344.00	151.00	240.00	13.50	748.50
58	478100025	PROFESSORS FUND IV	990 HIGHLAND DR NO 204 SOLANA BEACH CA, 92075	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/26/2011	373.00	151.00	240.00	13.50	777.50
	78110002	MULTI VAC INC	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/26/2011	496.00	151.00	240.00	13.50	900.50

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60	478110007	MULTI VAC INC	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. No attempt made to abate.	7/26/2011	498.00	151.00	240.00	13.50	902.50
61	478120001	MULTI VAC INC	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/26/2011	391.67	151.00	240.00	13.50	796.17
-214-	478120002	MULTI VAC INC	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. No attempt to abate made	7/26/2011	496.00	151.00	240.00	13.50	900.50
63	478120005	MULTI VAC INC	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/26/2011	364.00	151.00	240.00	13.50	768.50
64	478120006	MULTI VAC INC	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. No attempt to abate made.	7/26/2011	496.00	151.00	240.00	13.50	900.50



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Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost	
65	478120007	MULTI VAC INC	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. Review lot clearing requirements.	7/26/2011	345.00	151.00	240.00	13.50	749.50
66	478120008	MULTI VAC INC	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/26/2011	348.00	151.00	240.00	13.50	752.50
67	478120010	MULTI VAC INC	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/26/2011	346.00	151.00	240.00	13.50	750.50
68	478174019	KAYMAZ, JANET	1603 BROOKSIDE AVE REDLANDS CA, 92373	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/12/2011	94.00	151.00	240.00	13.50	498.50

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69	478174020	KAYMAZ, JANET	1603 BROOKSIDE AVE REDLANDS CA, 92373	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/12/2011	94.00	151.00	240.00	13.50	498.50
70	478174021	KAYMAZ, JANET	1603 BROOKSIDE AVE REDLANDS CA, 92373	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/12/2011	94.00	151.00	240.00	13.50	498.50
71	478202053	ROBERTSON, RICHARD M	P O BOX 677 SUN CITY CA, 92586	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/27/2011	188.00	151.00	240.00	13.50	592.50
72	478240015	THE 26TH CORP	23205 SUNNYMEAD BLVD 200 MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Review lot clearing requirements.	7/26/2011	446.00	151.00	240.00	13.50	850.50
73	478272003	BALDIVIEZ, MARK R	1450 UNIVERSITY NO F203 RIVERSIDE CA, 92507	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. NO attempt made to abate	8/1/2011	125.00	151.00	240.00	13.50	529.50
74	478421013	DANDRIDGE, ALAN KEITH	25795 HORADO LN MORENO VALLEY CA, 92551	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. incomplete abatement	7/26/2011	250.00	151.00	240.00	13.50	654.50

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75	479230018	LAI, PAUL CH	1141 RODEO RD ARCADIA CA, 91006	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. no attempt to abate/palm tree trim	7/27/2011	800.67	151.00	240.00	13.50	1,205.17
76	481171046	BYLES & MAS DEV	P O BOX 77372 CORONA CA, 92877	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/9/2011	96.00	151.00	240.00	13.50	500.50
-217-	481171048	BYLES & MAS DEV	P O BOX 77372 CORONA CA, 92877	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/9/2011	96.00	151.00	240.00	13.50	500.50
78	481171049	HERNANDEZ SALMERON, MIGUEL	289 BRIGHT WAY PERRIS CA, 92571	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/9/2011	96.00	151.00	240.00	13.50	500.50
79	481171050	BYLES & MAS DEV	P O BOX 77372 CORONA CA, 92877	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/9/2011	96.00	151.00	240.00	13.50	500.50
80	481200013	NEJAD, M J R	310 N COTA NO J CORONA CA, 92880	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/4/2011	129.00	151.00	240.00	13.50	533.50

**Item No. A.8**

Resolution No. 2012-\_\_\_\_  
 Date Adopted: April 24, 2012



# Annual Fire Prevention Weed Abatement Property Abatement List (PAL)

**EXHIBIT 1**

Council Date: April 24, 2012

Hazard Reduction From April 1, 2011 To September 13, 2011

Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost	
81	481200044	NEJAD, M J R	310 N COTA NO J CORONA CA, 92880	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/4/2011	129.00	151.00	240.00	13.50	533.50
82	481270039	LOZANO, ALFREDO	12900 HEACOCK ST MORENO VALLEY CA., 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/4/2011	94.00	151.00	240.00	13.50	498.50
83	481270060	NEJAD, M J RAHMANI	310 N COTA ST NO J CORONA CA, 92880	Weeds have not been properly abated according to the lot size requirements.	8/4/2011	96.00	151.00	240.00	13.50	500.50
84	481322042	BANKS, MICHAEL H	69525 DILLON RD NO 10 DSRT HOT SPG CA, 92240	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. remove fuel/clippings	8/10/2011	99.00	151.00	240.00	13.50	503.50
85	482060041	MANSELL, HARNETHIA	10947 OAK RUN CIR MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	8/3/2011	208.00	151.00	240.00	13.50	612.50
86	482230013	LIANG, HUO YOU	16015 PHOENIX RD CITY OF INDUSTRY CA, 91745	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. review requirements	7/25/2011	1,119.70	151.00	240.00	13.50	1,524.20



# Annual Fire Prevention Weed Abatement Property Abatement List (PAL)

EXHIBIT 1

Council Date: April 24, 2012  
 Hazard Reduction From April 1, 2011 To September 13, 2011

Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost	
87	482582040	F & T GROUP	16015 PHOENIX DR CITY OF INDUSTRY CA, 91745	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/25/2011	344.00	151.00	240.00	13.50	748.50
88	486250021	CONTINENTAL EAST FUND VII	1250 CORONA POINT STE 302 CORONA CA, 92879	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/12/2011	372.00	151.00	240.00	13.50	776.50
-219-	486290010	CAPARAS, GEOFFREY M	14420 WINDMILL LN MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	9/13/2011	185.00	151.00	240.00	13.50	589.50
90	486570001	GONZALEZ, JULIO	27115 CACTUS AVE MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/1/2011	380.00	151.00	240.00	13.50	784.50
Item No. A.8	87250005	MONSON DOROTHY C ESTATE OF	3777 LYNWOOD DR HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/3/2011	96.00	151.00	240.00	13.50	500.50

Resolution No. 2012-\_\_\_\_  
 Date Adopted: April 24, 2012



# Annual Fire Prevention Weed Abatement Property Abatement List (PAL)

EXHIBIT 1

Council Date: April 24, 2012

Hazard Reduction From April 1, 2011 To September 13, 2011

Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost	
92	487250006	MONSON DOROTHY C ESTATE OF	3777 LYNWOOD DR HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/9/2011	282.00	151.00	240.00	13.50	686.50
93	488200012	BALDERAS, JOSE A	12717 DALWOOD AVE NORWALK CA, 90650	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. No attempt to abate made.	7/25/2011	409.00	151.00	240.00	13.50	813.50
220-	488200024	MORENO VALLEY CHURCH OF CHRIST	P O BOX 9633 MORENO VALLEY CA, 92552	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. Incomplete abatement	7/25/2011	652.00	151.00	240.00	13.50	1,056.50
95	488200025	MOOTHART, DANIEL R	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. No abatement conducted	7/26/2011	910.00	151.00	240.00	13.50	1,314.50
96	488220001	MOOTHART, DANIEL R	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. no attempt to abate by prop. owner	7/26/2011	472.00	151.00	240.00	13.50	876.50



# Annual Fire Prevention Weed Abatement Property Abatement List (PAL)

**EXHIBIT 1**

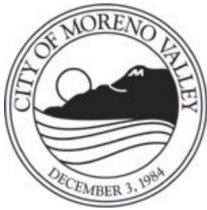
Council Date: April 24, 2012  
 Hazard Reduction From April 1, 2011 To September 13, 2011

Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost	
97	488220014	MORENO VALLEY INV ASSOC	13360 MAXELLA AVE NO 10 MARINA DEL REY CA, 90292	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/26/2011	346.00	151.00	240.00	13.50	750.50
98	488320007	RODELA, LEONARD	12328 REDLANDS BLV MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/11/2011	135.00	151.00	240.00	13.50	539.50
-221-	488330009	YEH, JASON JOHNSON	18861 COLONY CIR VILLA PARK CA, 92861	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/9/2011	344.00	151.00	240.00	13.50	748.50
						\$31,682.48	\$14,345.00	\$22,800.00	\$1,282.50	\$70,109.98

**Item No. A.8**

Resolution No. 2012-\_\_\_\_  
 Date Adopted: April 24, 2012

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** April 24, 2012

**TITLE:** APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE "A" LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE "A" LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2013-2017

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve the City of Moreno Valley's Five-Year Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2013-2017.
2. Authorize submittal of the RCTC Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2013-2017.
3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure "A" projects as part of the upcoming FY 2012-2013 budget approval process.

### **BACKGROUND**

The Riverside County Transportation Commission Ordinance No. 02-001, as enacted pursuant to the provisions of Division 25 of the Public Utilities Code, specifies that local cities and counties must submit an annual Five-Year CIP to receive Measure "A" funds. RCTC requires local agencies to submit their FY 2013-2017 Five Year CIP for Measure "A" by May 11, 2012. The program is subject to amendment after review and approval by RCTC.

The City of Moreno Valley has received Measure “A” funds (local sales tax) for expenditures on local streets since November 1989.

On July 26, 2011, the City Council authorized issuance of the Certificates of Participation Series 2011B (COPS) in an amount up to \$20 million, including issuance costs, with an anticipated annual debt service of \$1,256,000. Upon consultation of Finance, Public Works and City Manager’s Office, staff has reviewed the favorable market status and analyzed the ability to issue the maximum amount of debt authorized. The additional funding will be used to fund current street rehabilitation and construction needs. Staff believes that it is in the best interest of the City to issue \$20 million in COPS requiring an increase in debt service from \$1,256,000 to \$1,321,900 or \$65,900 per year, which is reflected in the attached Five-Year Measure “A” Local Streets and Roads CIP. The initial estimated payments were based on financing only the Nason Street Project in a total amount of \$16.6 million. Staff will proceed to issue the full \$20 million in COPs authorized, which funds both the \$15 million required for the Nason Street project and about \$3.3 million in additional street rehabilitation and/or construction projects. Staff will work with City Council during the current Capital Improvement Program budget process to best allocate the additional \$3.3 million in bond proceeds to high priority City Council street projects.

## **DISCUSSION**

Measure “A” is a major funding source for transportation infrastructure improvements. The total amount of funding received from FY 1989/90 through FY 2010/11 is \$58.9 million. The City is scheduled to receive \$2,689,000 in Measure “A” revenue by FY 2011/12 year-end and \$2,655,000 in funding for FY 2012/13. The City’s Measure “A” Fund Balance also receives revenue from several supplementary sources:

- Interest income
- Federal-aid awards
- State grants
- County/Local grants
- Sale of plans and specs

The total revenue received from these integral funding sources since FY 1989/90 is in excess of \$28 million. Because Measure “A” funds are used to provide required City matching funds for federal, state and county transportation grant awards, the reimbursement from these grants is deposited into the Measure “A” Fund Balance. The sale of plans and specs for projects going out to bid is designated as an additional source of income although this revenue recoups the cost incurred in the printing and publishing of the documents. The income received from these supplemental revenue sources, combined with the annual Measure “A” revenue from RCTC provides the funding to construct multi-million dollar projects.

RCTC requires all local jurisdictions to submit an annual five-year CIP for continued receipt of Measure “A” Local Streets and Roads funds. As required by RCTC, the



attached tables include the actual FY 2011/12 Measure “A” budget approved by Council, as well any budget appropriation adjustments during the fiscal year. Additional tables include proposed projects for FY 2012/13 and planned projects for FY 2013/14 through FY 2016/17. The listed projects are consistent with the City’s Capital Improvement Program. All identified projects meet the criteria for Measure “A” funding.

The projects are included in the Measure “A” Five-Year CIP to satisfy RCTC Ordinance No. 02-001. Although RCTC requires this information by May 11, 2012, the City Council may make any changes to the list of projects as part of the City’s annual budget approval process. City staff can forward the amended Measure “A” project list to RCTC once the City’s budget is approved.

RCTC Ordinance No. 02-001 also requires the City to provide an executed MOE Certification Statement indicating that Measure “A” funds will not replace local discretionary funds used for the City’s transportation issues, but will be in addition to the City’s funds for transportation purposes. The MOE base year amount, approved by the RCTC at its July 2011 meeting, is \$1,459,153. The MOE requirement is met by the Public Works Department General Fund operating budgets and by a contribution from the General Fund to the Gas Tax Fund as shown in Attachment “D”.

### **ALTERNATIVES**

1. Approve the City of Moreno Valley’s Five-Year Measure “A” Local Streets and Roads CIP and MOE for the RCTC Measure “A” Local Funds Program, FY 2013-2017, authorize submittal of the RCTC Measure “A” Local Streets and Roads CIP and MOE for the RCTC Measure “A” Local Funds Program, FY 2013-2017, and authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure “A” projects as part of the upcoming FY 2012/13 budget approval process. *This alternative supports a major funding source for roadway and other infrastructure improvements.*
2. Do not approve the City of Moreno Valley’s Five-Year Measure “A” Local Streets and Roads CIP and MOE for the RCTC Measure “A” Local Funds Program FY 2013-2017. *This alternative eliminates Measure “A” funding for the City, significantly affecting the ability to deliver critical CIP projects.*

### **FISCAL IMPACT**

The timely approval and submittal of the Five-Year CIP by May 11, 2012, ensures continued receipt of Measure “A” funds for FY 2012/13. City staff can forward an amended Measure “A” project list to RCTC once City Council approves the FY 12/13 City budget. Measure “A” funds can only be used for transportation purposes.

### **CITY COUNCIL GOALS**

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

The City of Moreno Valley is required to submit an annual Five-Year CIP for Measure “A” projects and a MOE certification for continued receipt of Measure “A” funds.

ATTACHMENTS

ATTACHMENT “A” – FY 2012/13 MOE Certification Statement

ATTACHMENT “B” - Riverside County Transportation Commission, Measure “A” Local Funds Program, Project Status Report FY 2011-2012 for the City of Moreno Valley

ATTACHMENT “C” - Riverside County Transportation Commission, Measure “A” Local Funds Program, FY 2013-2017, for the City of Moreno Valley

ATTACHMENT “D” – MOE Projection for FY 2011/12

\_\_\_\_\_  
Prepared By  
Linda Wilson  
Senior Management Analyst

\_\_\_\_\_  
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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*FY 2012/13 MAINTENANCE OF EFFORT*

*CERTIFICATION STATEMENT*

The undersigned agrees and certifies for the City of Moreno Valley (the "Agency") that sales tax transportation funds received pursuant to Ordinance No. 02-001 of the Riverside County Transportation Commission ("Measure A") shall be used in compliance with the Commission's Maintenance of Effort base year amount of \$1,459,153 approved by the Commission at its July 2011 meeting, and that the Agency shall not use such funds to replace discretionary local funds previously expended by the Agency for local transportation purposes. The Agency hereby acknowledges that the failure of the Agency to continue such local expenditure shall result in a reduction or loss of Measure A funds. Additionally, the agency commits to expending Measure A Local Streets and Roads funds for projects listed in the Five Year Capital Improvement Plan as approved by Riverside County Transportation Commission.

Dated: \_\_\_\_\_, 2012

\_\_\_\_\_  
Henry Garcia, City Manager

ATTEST

\_\_\_\_\_  
CITY CLERK

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**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
MEASURE A LOCAL FUNDS PROGRAM  
PROJECT STATUS REPORT FY 2011-2012**

Agency: City of Moreno Valley  
Page 1 of 2  
Prepared by: Linda Wilson  
Phone No: 951-413-3132  
Date: May 11, 2012

Item No.	Project Name / Limits	Project Type	Total Cost (\$000's)	Measure A Funds (\$000's)	Estimated Completion	Status
1	Measure A Program Budget Provide cost effective administrative functions for essential transportation projects and services.	Program Budget	350	350	NA	On-going annual program
2	Indirect Cost Rate	Overhead	215	215	NA	On-going
3	Alessandro Boulevard Median/Indian Street to Perris Boulevard	Street Improvements	1,000	100	Dec-13	Design scheduled for completion December 2012. Construction schedule: July 2013 to December 2013.
4	Annual ADA Compliant Curb Ramp Upgrades	Street Improvements	326	126	NA	On-going program for design and construction of ADA compliant curb ramps.
5	Citywide Annual Pavement Resurfacing Program	Street Improvements	1,822	730	NA	On-going annual program.
6	Citywide Traffic Sign Retro-reflectivity Inventory	Traffic Signal	75	75	Dec-12	Complete inventory December 2012.
7	Dracaea Ave. Sidewalk/Morrison St. to Mascot Ln.	Street Improvements	31	31	Jun-12	Construction completed June 2012. Carryover funds were for project closeout and warranty period.
8	Heacock St. Bridge/PVSD Lateral "A"	Bridge	2,724	466	Oct-12	Design completed January 2011. Construction schedule: January 2012 to October 2012.
9	Heacock Street Sidewalk/Atwood Avenue to Myers Avenue	Street Improvements	200	200	Jun-12	Design completed January 2012. Construction scheduled for completion June 2012.
10	Heacock Street South Extension	Street Improvements	134	134	Jun-15	Design scheduled for completion June 2013. Construction on hold, subject to available funding.
11	Indian St./Alessandro Blvd Sidewalk Improvements	Street Improvements	6	6	Feb-11	Construction completed in February 2011. Carryover funds were for project closeout and warranty period.
12	Indian Street Bicycle Lanes/Iris Avenue to Katrina Street	Street Improvements	165	17	Mar-12	Construction completed March 2012.
13	Indian Street/Manzanita Avenue Intersection Reconfiguration	Street Improvements	25	25	Jun-13	Design completed December 2012. Construction schedule: April 2013 to June 2013.
14	Nason St./Riverside Co. Regional Medical Center TS	Traffic Signal	300	50	Jun-13	Design and right-of-way completed. Construction schedule: April 2013 to June 2013.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
MEASURE A LOCAL FUNDS PROGRAM  
PROJECT STATUS REPORT FY 2011-2012**

Agency: City of Moreno Valley  
Page 2 of 2  
Prepared by: Linda Wilson  
Phone No: 951-413-3132  
Date: May 11, 2012

Item No.	Project Name / Limits	Project Type	Total Cost (\$000's)	Measure A Funds (\$000's)	Estimated Completion	Status
15	Nason Street/Cactus Avenue Street Improvements	Street Improvements	25,183	3,100	Jun-13	Construction contract awarded. Construction scheduled for completion June 2013.
16	Pavement Rehabilitation Program (formerly Slurry Seal Program)	Resurface	126	110	NA	On-going annual program.
17	Perris Blvd Southbound Lane to SR-60 Westbound On-Ramp	Street Improvements	438	438	Jul-12	Design and right-of-way completed. Construction schedule: March 2012 to July 2012.
18	Reche Vista Dr. Realignment/Perris Blvd./Heacock St. to NCL	Street Improvements	237	237	Jun-17	Design and right-of-way completed. Construction on hold, subject to available funding.
19	Residential Traffic Management Program (Speed Hump Program)	Street Improvements	95	95	NA	On-going annual program for design and construction of speed humps.
20	SR-60/Nason St. Interchange	Street Improvements	10,826	382	Jan-12	Construction schedule: February 2011 to January 2012.
21	Street Improvement Program (SIP)	Street Improvements	1,843	696	NA	On-going annual program.
	<b>TOTALS</b>		<b>46,121</b>	<b>7,583</b>		



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
MEASURE A LOCAL FUNDS PROGRAM  
FY 2013 - 2017**

Agency: City of Moreno Valley  
Page 1 of 5  
Prepared by: Linda Wilson  
Date: April 24, 2012

Estimated Prior Year Measure A Balance: \$3,348,000  
Estimated FY 2012-2013 Measure A Allocation: \$2,655,000  
Estimated Measure A Available for FY 2012-2013 Projects: \$6,003,000

Item No.	Project Name / Limits	Project Type	Total Cost (\$000's)	Measure A Funds (\$000's)
<b>2012-2013</b>				
1	Measure A Program Budget	Program Budget	350	350
2	Indirect Cost Rate	Overhead	212	212
3	Operating transfer to pay COPs debt service.	Debt Service	1,322	1,322
4	Alessandro Boulevard Median/Indian Street to Perris Boulevard	Street Improvements	995	99
5	Citywide Annual Pavement Resurfacing Program	Street Improvements	600	600
6	Citywide Traffic Sign Retro-reflectivity Inventory	Traffic Signal	70	70
7	Heacock St. Bridge/Perris Valley Storm Drain Lateral "A"	Bridge	1,044	20
8	Heacock Street Sidewalk/Atwood Avenue to Myers Avenue	Street Improvements	5	5
9	Heacock Street South Extension	Street Improvements	534	534
10	Indian Street / Manzanita Avenue Intersection Reconfiguration	Street Improvements	100	100
11	Indian Street Bicycle Lanes / Iris Avenue to Katrina Street	Street Improvements	2	2
12	Nason St./Riverside Co. Regional Medical Center TS	Traffic Signal	290	40
13	Nason Street/Cactus Avenue Street Improvements	Street Improvements	8,900	1,725
14	Pavement Rehabilitation Program (formerly Slurry Seal Program)	Resurface	60	119
15	Perris Blvd SB Lane to SR-60 WB On-Ramp	Street Improvements	88	88
16	Reche Vista Dr. Realignment/Perris Blvd./Heacock St. to North City Limits	Street Improvements	6	6
17	Residential Traffic Management Program (Speed Hump Program)	Street Improvements	55	55
18	SR-60/Nason St. Interchange	Street Improvements	30	30
19	Street Improvement Program (SIP)	Street & Storm Drain Imprv	1,447	626
		<b>Totals</b>	<b>16,110</b>	<b>6,003</b>

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
MEASURE A LOCAL FUNDS PROGRAM  
FY 2013 - 2017**

Agency: City of Moreno Valley  
Page 2 of 5  
Prepared by: Linda Wilson  
Date: April 24, 2012

<b>Item No.</b>	<b>Project Name / Limits</b>	<b>Project Type</b>	<b>Total Cost (\$000's)</b>	<b>Measure A Funds (\$000's)</b>
<b>2013-2014</b>				
20	Measure A Program Budget	Program Budget	350	350
21	Indirect Cost Rate	Overhead	219	219
22	Operating transfer to pay COPs debt service.	Debt Service	1,322	1,322
23	Citywide Annual Pavement Resurfacing Program	Rehabilitation	550	550
24	Pavement Rehabilitation Program (formerly Slurry Seal Program)	Resurface	60	44
25	Residential Traffic Management Program (Speed Hump Program)	Speed Hump	50	50
26	Street Improvement Program (SIP)	Street Improvements	200	200
		<b>Totals</b>	<b>2,751</b>	<b>2,735</b>

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
MEASURE A LOCAL FUNDS PROGRAM  
FY 2013 - 2017**

Agency: City of Moreno Valley  
Page 3 of 5  
Prepared by: Linda Wilson  
Date: April 24, 2012

<b>Item No.</b>	<b>Project Name / Limits</b>	<b>Project Type</b>	<b>Total Cost (\$000's)</b>	<b>Measure A Funds (\$000's)</b>
<b>2014-2015</b>				
27	Measure A Program Budget	Program Budget	350	350
28	Indirect Cost Rate	Overhead	225	225
29	Operating transfer to pay COPs debt service.	Debt Service	1,322	1,322
30	Citywide Annual Pavement Resurfacing Program	Rehabilitation	626	626
31	Pavement Rehabilitation Program (formerly Slurry Seal Program)	Resurface	60	44
32	Residential Traffic Management Program (Speed Hump Program)	Speed Hump	50	50
33	Street Improvement Program (SIP)	Street Improvements	200	200
		<b>Totals</b>	<b>2,833</b>	<b>2,817</b>

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
MEASURE A LOCAL FUNDS PROGRAM  
FY 2013 - 2017**

Agency: City of Moreno Valley  
Page 4 of 5  
Prepared by: Linda Wilson  
Date: April 24, 2012

<b>Item No.</b>	<b>Project Name / Limits</b>	<b>Project Type</b>	<b>Total Cost (\$000's)</b>	<b>Measure A Funds (\$000's)</b>
<b>2015-2016</b>				
34	Measure A Program Budget	Program Budget	350	350
35	Indirect Cost Rate	Overhead	232	232
36	Operating transfer to pay COPs debt service.	Debt Service	1,322	1,322
37	Citywide Annual Pavement Resurfacing Program	Rehabilitation	704	704
38	Pavement Rehabilitation Program (formerly Slurry Seal Program)	Resurface	60	44
39	Residential Traffic Management Program (Speed Hump Program)	Speed Hump	50	50
40	Street Improvement Program (SIP)	Street Improvements	200	200
		<b>Totals</b>	<b>2,918</b>	<b>2,902</b>

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
MEASURE A LOCAL FUNDS PROGRAM  
FY 2013 - 2017**

Agency: City of Moreno Valley  
Page 5 of 5  
Prepared by: Linda Wilson  
Date: April 24, 2012

Item No.	Project Name / Limits	Project Type	Total Cost (\$000's)	Measure A Funds (\$000's)
<b>2016-2017</b>				
41	Measure A Program Budget	Program Budget	350	350
42	Indirect Cost Rate	Overhead	239	239
43	Operating transfer to pay COPs debt service.	Debt Service	1,322	1,322
44	Citywide Annual Pavement Resurfacing Program	Rehabilitation	784	784
45	Pavement Rehabilitation Program (formerly Slurry Seal Program)	Resurface	60	44
46	Residential Traffic Management Program (Speed Hump Program)	Speed Hump	50	50
47	Street Improvement Program (SIP)	Street Improvements	200	200
		<b>Totals</b>	<b>3,005</b>	<b>2,989</b>

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**City of Moreno Valley  
MOE Projection  
FY 2011-12**

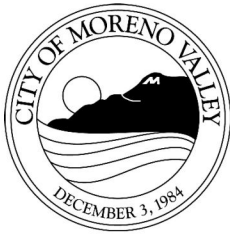
**Measure A - Local Streets and Roads Program**

<b>Fund</b>	<b>Description</b>	<b>2011-12 Projected Actuals</b>
010	53110 Public Works - Transportation Engineering	1,124,043
010	53310 Public Works - Traffic Signal Maintenance	746,989
010	54110 Public Works - Street Projects Engineering	8,900
010	56710 Public Works - Tree Trimming	20,400
121	Gas Tax Transfer from General Fund	150,000
		<u><u><b>\$2,050,332</b></u></u>

ATTACHMENT "D"

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

## Report to City Council

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**TO:** Mayor and City Council and the City Council Acting as the Successor Agency

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

**AGENDA DATE:** April 24, 2012

**TITLE:** APPROVE THE APPROPRIATION OF \$96,000 FOR GIBBS, GIDEN, LOCHER, TURNER & SENET, LLP FOR LEGAL SERVICES FOR THE SUNNYMEAD BOULEVARD PROJECT FROM FREDERICK STREET TO PERRIS BOULEVARD PROJECT NO. 04-89280221

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### **RECOMMENDED ACTION**

Staff recommends that the City Council of the City of Moreno Valley serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley:

1. Authorize an appropriation of \$96,000 from Fund 792 fund balance (Successor Agency Capital Projects) to 792.79221.7200 Job Contractual for the Sunnymead Boulevard project from Frederick Street to Perris Boulevard.
2. Acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board approval.
3. Authorize the City Manager to sign a Purchase Order for Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to \$96,000 for legal services, subject to City Council approval of the appropriation.
4. Authorize payment to Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to \$96,000 on this Purchase Order for legal services for the Sunnymead Boulevard project.

### **BACKGROUND**

On February 26, 2008, the City Council approved a construction contract with Environmental Construction, Inc., Stage 1 of the Sunnymead Boulevard Revitalization

project, which provided improvements for the infrastructure and aesthetic enhancements, which included a gateway entry arch, bus shelters, sign monuments, parkway landscaping, curbs, gutters, and color sidewalks. Along with this construction, Eastern Municipal Water District (EMWD) installed an 18-inch pipeline from east of Frederick Street to Perris Boulevard.

On November 25, 2008, the City Council approved a construction contract with PALP Inc. dba Excel Paving Company (Excel), Stage 2 of the Sunnymead Boulevard Beautification and Enhancement project and authorized the issuance of a Purchase Order in the amount of \$2,702,636.90 (the bid amount plus 10% contingency) to Excel. The Excel contract included a lighted median sign near Perris Boulevard, median installation along with landscaping and color Portland Cement Concrete (PCC) center turn lanes and intersections.

On May 10, 2011, the City Council accepted Excel's work as complete and the improvements into the City's maintained system, directed the City Clerk to file the Notice of Completion with the County, and authorized the Financial and Administrative Services Director to assess liquidated damages and withhold further payment to the Contractor.

## **DISCUSSION**

Excel filed a claim with the City Clerk's Office on March 4, 2011. The Contractor is claiming additional compensation for construction related work due to costs and expenses incurred on the job that cannot be substantiated by the City at this time. The Risk Management Division has denied the claim. There is also the issue of \$445,000 in liquidated damages owed to the City. At the recommendation of the City Attorney's office, Gibbs, Giden, Locher, Turner & Senet, LLP (GGLTS) was retained to resolve the disputes. To date, two Purchase Orders have been issued to GGLTS totaling \$99,000 and they are almost fully expended. The issues with Excel can no longer be resolved by mediation and the case is now in litigation, thus, additional funds in the amount of \$96,000 are needed for the legal fees for *City of Moreno Valley v. PALP, Inc., dba Excel Paving Company* Riverside Superior Court Case RIC 1201647.

The Sunnymead Boulevard project was funded with Lease Revenue Bond funds (fund 501), Transportation Enhancement (TE) Federal Grant funds (fund 125), and from the former Redevelopment Agency (RDA) funds (fund 892) as budgeted in Fiscal Year 2011/2012.

The recommended contract award is an action of the City Council acting as the Successor Agency of the former City of Moreno Valley Redevelopment Authority. The recommended actions are included on the Recognized Obligations Payment Schedule (ROPS) approved by the City Council acting as the Successor Agency on February 14, 2012. However, the Successor Agency Oversight Board has not yet approved the ROPS and there is a risk that the Oversight Board may not approve the expenditure of Tax Allocation Bond proceeds as an enforceable obligation of the Successor Agency.

In addition, the State Department of Finance (DOF) has the authority to challenge actions approved by the Oversight Board within 10 days of the approved action. In light of the current status of the ROPS, the tax increment to pay the contracts being recommended has not been authorized to pay these contract obligations. The City Council by approving the recommended contract is assuming the risk that in the event tax increment is not approved to pay the contracts by the Oversight Board or through successful challenge by the State DOF, the City would be obligated to pay the contract commitments from alternative funding sources, most likely the City's General Fund.

**ALTERNATIVES**

1. Authorize an appropriation of \$96,000 from Fund 792 fund balance (Successor Agency Capital Projects) to 792.79221.7200 Job Contractual for the Sunnymead Boulevard project from Frederick Street to Perris Boulevard, acting as the Successor Agency, authorize the City Manager to access agency funds, subject to Oversight Board approval, authorize the City Manager to sign a Purchase Order for Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to \$96,000 for legal services, subject to City Council approval of the appropriation, and authorize payment to Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to \$96,000 on this Purchase Order for legal services for the Sunnymead Boulevard project. *This alternative will allow the City to meet its legal obligation.*
  
2. Do not authorize an appropriation of \$96,000 from Fund 792 fund balance (Successor Agency Capital Projects) to 792.79221.7200 Job Contractual for the Sunnymead Boulevard project from Frederick Street to Perris Boulevard. *This alternative will result in the City not meeting its legal obligation.*

**FISCAL IMPACT**

GGLTS's previous two purchase orders for the Sunnymead Boulevard project's legal costs totaled \$99,000 and were funded from 2005 Lease Revenue Bonds (Fund 501) and from the former Redevelopment Agency (Fund 892). Staff is requesting a new appropriation of \$96,000 from Fund 792 fund balance (Successor Agency Capital Projects) for the Purchase Order and subsequent payments to GGLTS. With this new appropriation, the total contract cost for legal services with GGLTS for the Sunnymead Boulevard project will be \$195,000.

The requested appropriation is listed under the Recognized Obligation Payment Schedule (ROPS) previously approved by the City Council serving as the Successor Agency of the former Redevelopment Agency. The ROPS provides the details necessary to fulfill the former RDA's legally binding and enforceable agreements as required by law.

<b>Fund 792 - SUCCESSOR AGENCY CAPITAL PROJECT FUND</b>	<u>Budget</u> <b>FY 2011-12</b>	<u>Budget</u> <b>Appropriation</b>	<u>Revised</u> <u>Budget</u> <b>FY 2011-12</b>
792 79221.7200 Sunnymead Blvd - Job Contractual	\$0	\$96,000	\$96,000

**CITY COUNCIL GOALS**

**POSITIVE ENVIRONMENT:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**SUMMARY**

Staff is requesting authorization to appropriate \$96,000 from Fund 792 fund balance (Successor Agency Capital Projects) to 792.79221.7200 Job Contractual for the Sunnymead Boulevard project from Frederick Street to Perris Boulevard, and authorization for the City Manager to sign the Purchase Order for Gibbs, Giden, Locher, Turner & Senet, LLP, subject to City Council approval of the appropriation, and authorize payment in an amount up to an additional \$96,000 for legal services for the Sunnymead Boulevard project.

**ATTACHMENTS**

- Attachment “A” – Location Map
- Attachment “B” – Purchase Order

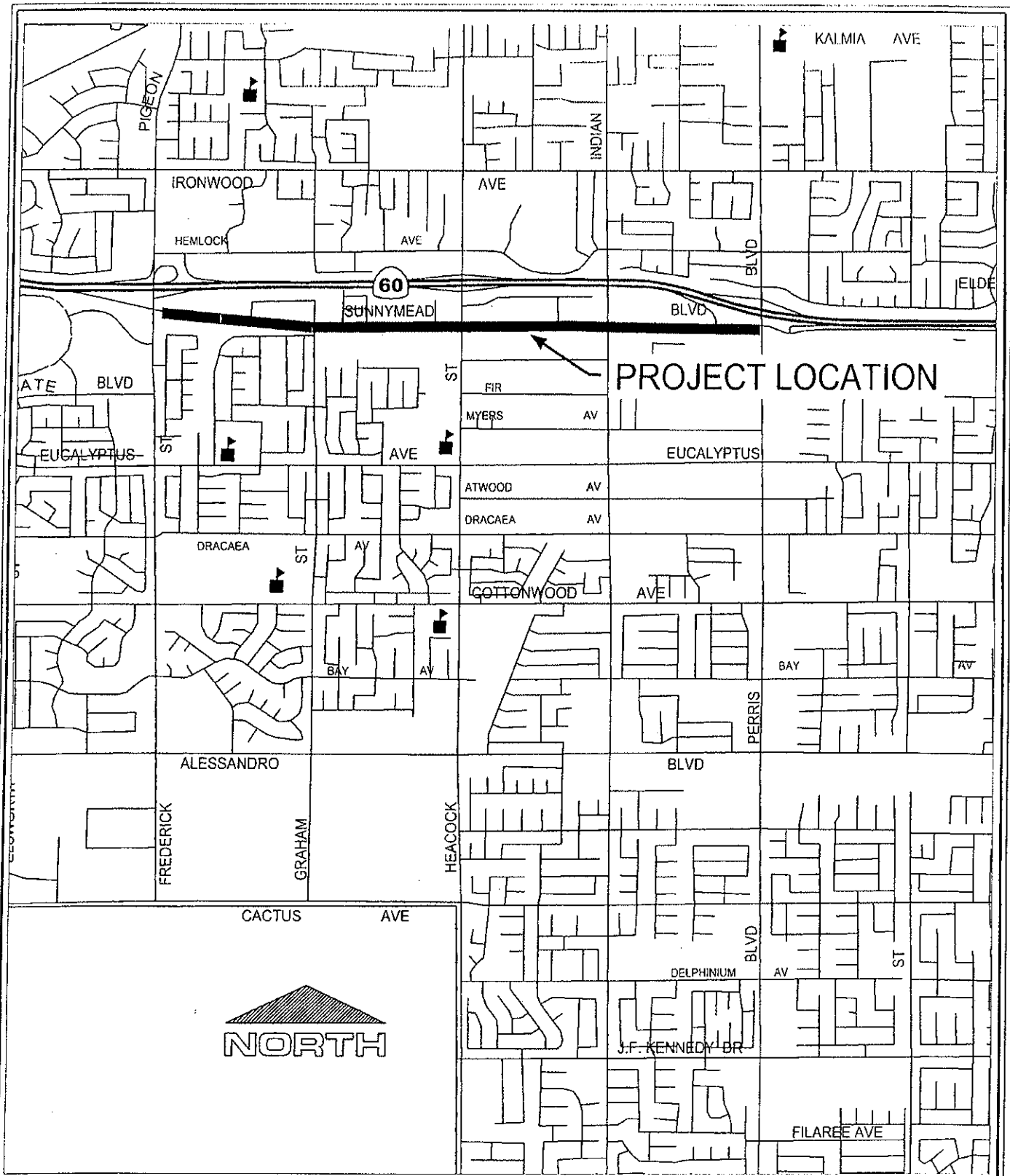
Prepared By:  
Viren Shah, P.E.  
Consultant Project Manager

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

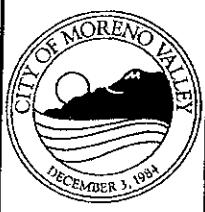
Concurred By:  
Prem Kumar, P.E.  
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:  
Barry Foster  
Community and Economic Development  
Director

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



# LOCATION MAP



Public Works Department  
 Capital Projects Division  
 ATTACHMENT "A"

SUNNYMEAD BLVD. BEAUTIFICATION  
 AND ENHANCEMENT  
 PROJECT NO. 04-89280221-2

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TODAY'S DATE: 03/19/12		<b>PURCHASE REQUISITION</b> <b>CITY OF MORENO VALLEY</b> Provide complete new vendor information or name-phone & e-mail for current vendors		Purchasing Use Only			
DELIVER TO: 15670 Perris Blvd Moreno Valley, CA 92551				SELECTED VENDOR NO.#		REQUISITION NUMBER	
DELIVER ON OR BEFORE:							
<b>POTENTIAL VENDOR(s)</b>		Vendor #1		Vendor #2		Vendor #3	
VENDOR NAME >		Gibbs, Giden, Locher, Turner & Senet LLP					
STREET ADDRESS >		1880 Century Park East, 12th Floor					
STREET ADDRESS >							
CITY-STATE-ZIP >		Los Angeles, CA 90067					
CONTACT NAME >		Ted Senet					
PHONE NUMBER >		310-552-3400					
E-MAIL ADDRESS >		tsenet@gglts.com					
ITEM NUMBER	DESCRIPTION <small>(1) To make changes after initial entry double click on text (2) If text does not fit in row (260 characters max) use more rows</small>	QTY	UNIT OF MEASURE	ESTIMATED UNIT COST	ESTIMATED TOTAL	ACTUAL UNIT COST	ACTUAL TOTAL
	The City Attorney's office has an on-call agreement with this law firm to address legal issues for the City. Capital Projects is utilizing their services to address legal issues pertaining to the Sunnymead Blvd. project from Frederick St. to Perris Blvd., Project No. 04-89280221. This is an estimate of the potential cost. There were two previous POs in Fund 501 for \$50,000 and Fund 892 for \$49,000. Attached is a copy of the on-call agreement and the current insurance for the legal firm.	1	Lump Sum	\$96,000.00	\$96,000.00	<i>Purchasing Area</i>	
Notes:				Est. Shipping:		Shipping:	
				Est. Tax:		Tax:	
				Est. Total:	\$96,000.00	Total Spend:	
I hereby certify upon my own personal knowledge that the articles or materials requested hereon are necessary for use by the department for the purpose indicated above, and that there are sufficient funds in the budget of this office or department approved for the payment of same. (Sign Below)			<b>Percentage Split</b> <small>(to split, fill in % amounts below to equal 100%)</small>	<b>Business Unit and Expenditure Code</b> <small>(e.g. 31510.6221.225)</small> <b>NOTE: CANNOT SPLIT BETWEEN FUNDS</b>		<b>Amount of Expenditure</b>	
Requested by Viren Shah & Lee Ann Florez		Date: 04/25/2012					
Division Manager (\$15k)		Date:	100.0%	792.79221.7200		\$96,000.00	
Department Head (\$30K)		Date:					
Financial & Admin. Svcs. Director (\$50K)		Date:					
City Manager (\$100K)		Date:					
			100.0%	Allocated Total Spend:		\$96,000.00	

Att: 247 - Int "B"

Item No. A.10

## AGREEMENT FOR LEGAL SERVICES

This Agreement by and between the City of Moreno Valley, a municipal corporation, the Community Redevelopment Agency of the City of Moreno Valley and/or the Moreno Valley Community Services District (hereafter referred to collectively as "City") and the law firm of Gibbs, Giden, Locher, Turner & Senet, LLP ("Attorneys"), is made and becomes effective upon the date signed by the City Attorney.

### Section 1. Subject of the Agreement

This Agreement is for legal services by Attorneys on behalf of City for the Empire Land, LLC Park Improvements Project No. Tract 30318 City may, at its sole discretion, employ other attorneys to perform the same type of legal services.

### Section 2. Standard of Performance

Attorneys will perform all legal work referred to them in a professional manner pursuant to the standards of their profession and the rules and statutes governing their conduct.

- A. Attorneys will furnish all office space, equipment, labor, materials, supplies, reference and background data and information necessary to accomplish the assigned tasks, except as otherwise provided in this Agreement.
- B. Attorneys will provide monthly progress reports describing in detail what work has been completed to date and setting forth all necessary information to monitor the progress and effectiveness of the work.
- C. Attorneys will keep City and/or its designated agent fully informed of all developments relevant to the status and value of all cases in which Attorneys represent City and will promptly communicate any settlement offers to City and/or its designated agent.
- D. Upon reasonable notice, Attorneys will attend regularly or specially scheduled City Council meetings to advise City of developments concerning matters in which Attorneys represent City.

### Section 3. Compensation

- A. Legal services shall be compensated as follows:

Attorney time:	\$285.00 per hour for partners
	\$265.00-\$285.00 per hour for senior associates
	\$165.00-\$245.00 per hour for junior associates
Paralegal:	\$120.00 per hour

Agreement for Legal Services



All office, travel, trial, deposition and meeting time shall be billed at these rates. Except for reimbursable expenses defined below, such compensation shall be the sole and total remuneration for the services rendered pursuant to this Agreement.

B. Reimbursement of expenses

The City will reimburse actual, reasonable and necessary out-of-pocket expenses incurred by Attorneys in performing the services under this Agreement as follows:

1. Long distance telephone charges
2. Photocopying at no more than \$0.15 per page
3. Telecopying charges at no more than \$1.00 per page
4. Computerized legal research at the actual amount charged to Attorneys
5. Statutory fees, witness fees, reporters' per diem, stenographic transcriptions, jury fees and the cost of serving process.

To obtain reimbursement, Attorneys will submit a summary of these expenses, along with supporting receipts, within 30 days of the expense being incurred.

C. Expert consultants and witnesses

Expert consultants and witnesses may be retained by Attorneys on terms acceptable to the City, approved in advance, in which case City shall reimburse Attorneys or pay consultants or experts directly.

D. Invoice

Attorneys agree to invoice the City monthly. All charges must be itemized by Attorneys, showing in detail the work performed during the billing period, in line item format, so that each task is separately explained and has specific time recorded. Attorneys shall not charge the City for more than one attorney's time in appearing at a meeting or in court or for performing any tasks unless the City has expressly authorized the use of more than one attorney for the appearance or task.

E. Tax information

Attorneys agree to attach a completed federal W-9 form to this Agreement to facilitate tax reporting for payments under this Agreement.

**Section 4. Conflict of Interest**

Attorneys represent that they presently have no material financial interest other than that which may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of City which may be affected by the services to be performed by the Attorneys under this Agreement. Attorneys further agree that they shall employ no person having any such interest. If Attorneys or their employees acquire a direct

Agreement for Legal Services

or indirect personal interest, such interest shall be immediately disclosed to the City and the interested individual shall abstain from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interest imposed on attorneys by the Business and Professions Code and by Rule 3-310 of the California Rules of Professional Conduct, Attorneys represent that no attorney shall represent clients before any board, commission, committee or agency of the City or represent a client adverse to the City for a period of one year from the date of termination of this Agreement.

#### **Section 5. Indemnification and Hold Harmless**

Attorneys agree to defend and indemnify City for any claims or lawsuits against City which are based on contentions that negligence or misconduct by Attorneys proximately caused damage to the claimant or plaintiff.

City will defend and indemnify Attorneys for any claims or lawsuits against Attorneys which are based on contentions that negligence or misconduct by the City, and/or City's employees or agents, proximately caused damage to the claimant or plaintiff. City will also defend and indemnify Attorneys for claims and lawsuits which were expressly directed by the City, and/or City's employees or agents, contrary to Attorneys' professional advice.

No official or employee of City shall be personally liable for any default or liability under this Agreement.

#### **Section 6. Nondiscrimination**

In the performance of this Agreement, Attorneys shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, sexual orientation or medical condition. Attorneys shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, age, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

#### **Section 7. Insurance**

- A. General Liability Insurance: During the entire term of this Agreement, Attorneys agree to procure and maintain general liability insurance at their 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 Attorneys or any person acting for the Attorneys 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 Attorneys or any person acting for Attorneys or under its control or direction. Such liability and property damage insurance shall also provide for and protect the City 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

Agreement for Legal Services

term of the Agreement and any extension thereof in the minimum limits provided below:

- B. Automobile Liability: Attorneys shall procure and maintain, at their sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for hired and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$500,000 combined single limit.
- C. Professional Liability Insurance: During the entire term of this Agreement, Attorneys shall procure and maintain, at their sole expense, professional liability insurance to protect the City, the Moreno Valley Community Services District, and the Community Redevelopment Agency of the City of Moreno Valley against liability arising from errors or omissions committed in the performance of their work with coverage limits of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance: Attorneys shall procure and maintain, at their sole expense, workers' compensation insurance in such amounts as will fully comply with the laws of the state of California.
- E. Primary Coverage and Insurance Company Ratings: The coverages provided pursuant to this Agreement shall be primary insurance and not contributory with any other insurance. Insurance companies providing insurance hereunder shall be rated (A-: VII - Admitted) or better in the Best's Insurance Rating Guide.
- F. Notice to City, Insurance Coverage Change: A certificate of insurance or an appropriate insurance binder evidencing each of the above referenced insurance coverage shall be submitted prior to the execution of this Agreement. Such evidence of insurance shall be sent to the attention of the requesting department and shall reference a project number, where appropriate.

Solely as respect to work done by or on behalf of the named insured for the City, it is agreed that the City of Moreno Valley, the Moreno Valley Community Services District, and Community Redevelopment Agency of the City of Moreno Valley are added as additional insureds under the general liability policy. A policy endorsement or an appropriate insurance binder evidencing the required general liability insurance must accompany the certificate of insurance. The endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The terms of the insurance policies or policies issued to provide the above insurance coverage may not be amended or canceled by the carrier, without thirty (30) days prior written notice by certified or registered mail or amendment or cancellation to the City, except that cancellation for nonpayment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event that the said insurance is canceled, Attorneys shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

Agreement for Legal Services

**Section 8. Independent Contractor**

Attorneys, and anyone employed by Attorneys, are not and shall not be deemed to be employees of the City. Attorneys are solely responsible for the payment of employment taxes, workers' compensation and any similar taxes for any employees of Attorneys.

**Section 9. Files**

All legal files of Attorneys pertaining to the City shall be and remain the property of the City. Attorneys will control the physical location of such legal files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

**Section 10. Notices**

Any notices under this Agreement by either party to the other may be given by either personal delivery in writing or by mail. Notices must be delivered or mailed to the following:

If to Attorneys:

Law Offices of Gibbs, Giden,  
Locher, Turner & Senet, LLP  
Theodore L. Senet Esq.  
1880 Century Park East 12<sup>th</sup> FL.  
Los Angeles, CA 90067-1621

If to City:

Robert D. Herrick  
City Attorney  
City of Moreno Valley  
P. O. Box 88005  
Moreno Valley, CA 92552-0805

**Section 11. Entire Agreement of the Parties**

This Agreement represents the parties' final and mutual understanding. It replaces and supersedes any prior agreements, whether oral or written.

**Section 12. Nonassignment**

Neither this Agreement nor any portion shall be assigned by Attorneys without the prior written consent of City.

**Section 13. City Agent**

Robert D. Herrick, City Attorney, for the purpose of this Agreement, is the agent for the City. Whenever approval or authorization is required, Attorneys understand that the City Attorney has the authority to provide that approval or authorization.

Agreement for Legal Services

#### **Section 14. Term of Agreement**

The initial term of this Agreement shall be from the date signed by the City Attorney until completion of the matter for which Attorneys were contracted. It is understood by and between the parties that City may also hire Attorneys for other matters subsequent to the execution of this Agreement. Therefore, this Agreement shall remain in full force and effect unless and until this Agreement is terminated as provided for herein, or until a replacement agreement is executed by the parties. New matters subsequent to the execution of this Agreement shall be accomplished by a unilateral letter assignment by the City. Attorneys shall undertake the subsequent assignment of a new matter upon the same terms and conditions set forth herein.

#### **Section 15. Termination**

This Agreement may be terminated by City with or without cause upon thirty (30) days written notice to Attorneys. City shall be responsible for payment of all services rendered and costs incurred by Attorneys prior to the termination date. Attorneys may terminate this Agreement with or without cause upon thirty (30) days written notice to City and only if City will suffer no actual or perceived harm or prejudice in any pending matter by Attorneys' termination. Upon Attorneys' termination of this Agreement, Attorneys, upon the request of the City, will continue to represent City on any specified matters pending at that time of the termination until completion or reassignment to new Attorneys, whichever occurs first. The rates and terms of compensation shall continue to be the same as set forth above.

#### **Section 16 Resolution of Fee Disputes**

The City is entitled to require that any fee dispute be resolved by binding arbitration in Riverside pursuant to the arbitration rules of the Riverside County Bar Association for legal fee disputes. In the event that the City chooses not to utilize the Riverside County Bar Association's arbitration procedures, the City agrees that all disputes regarding the professional services rendered or fees charged by Attorneys shall be submitted to binding arbitration in Riverside to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

#### **Section 17. Modification**

This Agreement may not be modified or replaced except by another signed written agreement.

#### **Section 18. Partial Invalidity**

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

#### **Section 19. No Waiver**

The waiver of any breach of any provisions of this Agreement does not waive any other breach of that term or any other term in this Agreement.

Agreement for Legal Services

**Section 20. Attorneys' Fees**

If a party brings any action, including an action for declaratory relief to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

**Section 21. Governing Law**

This Agreement shall be construed -- and its performance enforced -- under California law.

**Section 22. Survival**

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Attorneys survive the termination of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and date signed by the City Attorney.

Dated: June 24, 2008

Firm: Law Offices of Gibbs, Giden,  
Locher, Turner & Senet, LLP

By: 

Theodore L. Senet, Esq.

Dated: \_\_\_\_\_

CITY OF MORENO VALLEY,  
A Municipal Corporation

By: 

Robert D. Herrick, City Attorney

W:\SHARED\2006 RFP Documents\Form Agreement for Legal Services.doc  
Last Modified: 06-24-08 TLS

Agreement for Legal Services

Client#: 314668

GIBBGIDE1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Travis R. McElvany, HUB Int'l Insurance Serv. Inc., 4371 Latham St, Ste #101, Riverside, CA 92501. CONTACT NAME: Cathy Buysse, PHONE: 951-779-8546, FAX: 951-552-1392. INSURER(S) AFFORDING COVERAGE: Travelers Casualty & Insurance, Endurance American Specialty Ins.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Attorney's E & O.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate holder is additional insured in regards to the general liability policy per the attached endorsement forms CG0001 10/01 and CGD037 04/05, primary wording included.

CERTIFICATE HOLDER: City of Moreno Valley Moreno Valley Comm. Serv Distric Redevelopment Agency 14177 Frederick Street Moreno Valley, CA 92553. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Client#: 314668

GIBBGIDE1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Travis R. McElvany HUB Int'l Insurance Serv. Inc. 4371 Latham St, Ste #101 Riverside, CA 92501	<b>CONTACT NAME:</b> Cathy Buysse <b>PHONE (A/C, No, Ext):</b> 951-779-8546 <b>FAX (A/C, No):</b> 951-552-1392 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID#:</b> GIBBGIDE1
<b>INSURED</b> Gibbs, Giden, Locher, Turner & Senet, LLC 1880 Century Park East, 12th Floor Los Angeles, CA 90067	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Travelers Casualty & Insurance <b>A(x)</b> INSURER B: Endurance American Specialty In <b>A(x)</b> INSURER C: INSURER D: INSURER E: INSURER F:
	<b>NAIC #</b> 25658 CA 41718 SLW

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		6803607R890TIL11	06/23/2011	06/23/2012	EACH OCCURRENCE \$1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 ✓ MED EXP (Any one person) \$5,000 ✓ PERSONAL & ADV INJURY \$1,000,000 ✓ GENERAL AGGREGATE \$2,000,000 ✓ PRODUCTS - COMP/OP AGG \$2,000,000 ✓ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA3608R09911	06/23/2011	06/23/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		CUP3511T77111	06/23/2011	06/23/2012	EACH OCCURRENCE \$5,000,000 ✓ AGGREGATE \$5,000,000 ✓ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		IJUB3523T29611	06/23/2011	06/23/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$1,000,000 ✓ E.L. DISEASE - POLICY LIMIT \$1,000,000 ✓
B	Attorney's E & O \$50K SIR		CCP707051	06/23/2011	06/23/2012	\$5,000,000 Occurrence ✓ \$5,000,000 Aggregate ✓

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Proof of Coverage**

<b>CERTIFICATE HOLDER</b> City of Moreno Valley ✓ Debra Beimudes 14177 Frederick Street Moreno Valley, CA 92552-0805	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2009/09)  
 #S1231384/M1231378

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COMMERCIAL GENERAL LIABILITY

interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

or organization which may be liable to the insured because of injury or damage to which this Insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contrib-

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OTHER INSURANCE – ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **PROVISIONS**

**COMMERCIAL GENERAL LIABILITY CONDITIONS**  
(Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

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## Report to City Council

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**TO:** Mayor and City Council  
**FROM:** Jane Halstead, City Clerk  
**AGENDA DATE:** April 24, 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 April 4-17, 2012.

<i>Reports on Reimbursable Activities April 4-17, 2012</i>		
Council Member	Date	Meeting
William H. Batey II	4/4/12	Riverside County Sheriff's Department Annual Awards Ceremony
Marcelo Co	4/4/12	Riverside County Sheriff's Department Annual Awards Ceremony
Robin N. Hastings	4/4/12	Riverside County Sheriff's Department Annual Awards Ceremony
	4/13/12	Moreno Valley Historical Society Dinner
Jesse L. Molina	4/4/12	Riverside County Sheriff's Department Annual Awards Ceremony
	4/13/12	Moreno Valley Historical Society Dinner
Richard A. Stewart	4/4/12	Riverside County Sheriff's Department Annual Awards Ceremony

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

Department Head Approval:  
 Jane Halstead  
 City Clerk

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

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**MINUTES - REGULAR MEETING OF APRIL 10, 2012 (Report  
of: City Clerk Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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**MINUTES - REGULAR MEETING OF APRIL 10, 2012 (Report  
of: City Clerk Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

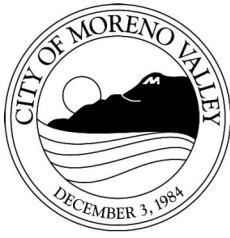
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**MINUTES - REGULAR MEETING OF APRIL 10, 2012 (Report  
of: City Clerk Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** APRIL 24, 2012

**TITLE:** PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2012-13

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year (FY) 2012-13; and
2. Adopt Resolution No. 2012-25, approving the Fee Schedule for FY 2012-13.

### **BACKGROUND**

The guiding principle behind user fee cost recovery, as established in the California Government Code, is that a jurisdiction is entitled to recover the estimated reasonable cost of providing a service for which a fee is charged, but not to recover more than its estimated reasonable cost. The City's Fee Schedule is based upon this principle.

In 2005, a comprehensive review of the City's user fee structure and cost recovery policies was conducted with the assistance of the consulting firm DMG-Maximus. Building & Safety fees were excluded from this review and are based on an earlier study conducted by DMG-Maximus in 1999. One of the major policy decisions approved by the City Council in 1999, and which has continued to the present, is to adjust user fees each year based on the year-over-year change in February Consumer Price Index (CPI), All Items, for Los Angeles-Riverside-Orange County. This policy of adjusting fees based on the annual change in CPI provides a mechanism for user fees to be adjusted annually to keep pace with inflationary cost increases incurred by the City without the need for a comprehensive review of fees each year.

## **DISCUSSION**

Although the City's user fees, in general, are adjusted based on the annual change in CPI, the annual process for establishing the recommended Fee Schedule provides City departments the opportunity to recommend other actions, as appropriate, with respect to their fees. Department fee recommendations may include a number of different actions including the following:

1. Adding new fees as recommended;
2. Deleting certain fees that are no longer applicable;
3. Moving a certain fee from one department/program to another to reflect changes in program oversight;
4. Revising a fee description to more accurately reflect the nature of the service provided;
5. Recommending a fee adjustment different than CPI if the cost of providing the service has materially changed in the past year; and
6. Recommending a different methodology for charging a given fee to achieve more equitable cost recovery.

In order to ensure consistency among departments, all new fees or fees that are proposed to increase are based on a uniform cost analysis methodology. All fees have been increased by the growth in the Consumer Price Index (CPI). If fees were increased by some other factor or if divisions requested that fees not be increased by CPI a comment will be shown in the comments column. All proposed fee additions, deletions or revisions have been identified in red text and the description of the modification will be shown in the comments column to make them more easily identifiable.

The increase in the CPI applied to existing fees is 2.7%. This factor was developed from data released by the Bureau of Labor Statistics (BLS) for the Los Angeles-Riverside-Orange County region and reflects the average growth in the CPI over the twelve month period of February 2011 through January 2012. A twelve month average was used to reduce the impact from spikes that may occur during any given month.

Other revisions to the fee schedule include the following:

### **Community and Economic Development Department / Building and Safety Division and Code and Neighborhood Services Division**

The following fees are being added to address the cost of staff time associated with the research and preparation of demands and liens. These types of fees are consistent with similar fees charged by other local jurisdictions such as the County of Riverside, and the cities of Beaumont, Highland, Riverside and San Bernardino

- Demand Letter
- Updated Demand Letter
- Lien Release-Initial Preparation

- Replacement Lien Release

**Community and Economic Development Department / Land Development Division**

- Fees related to Multi-Agency Improvement Plans will be deleted since they are no longer included in the City's Time & Material fee pilot program.
- Advanced Energy Fees for Zone B and Zone C increased by more than the CPI to match the rate increase approved by the PUC.

**Community and Economic Development Department / Planning Division**

The "Fully Burdened Hourly Rate" is being increased to \$169.00 from \$168.00.

Fees are being added to capture the cost of the review process performed by Special Districts Division staff within the Public Works Department. These services have been provided in the past but were not charged for. Specific fees that will be increased to include this cost:

- Conditional Use Permit
- Conditional Use Permit: Amended CUP/Substantial Conformance
- Plot Plan
  - With Hearing
  - Without Hearing (notice)
  - Without Hearing (no notice)
  - Amended Plot Plan / Substantial Conformance
- Tentative Parcel Map
  - Residential
  - Commercial
- Tentative Tract Map or Condo Map
- Tentative Tract or Parcel Map Revised

**Fire**

The following fees are being deleted from the Office of Emergency Management and Volunteers:

- CPR Classes
- Online Registration Fees

**Financial & Administrative Services Department / Animal Services Division**

A fee is being added to offset the cost of the administration of the Bordatella Vaccination for dogs that are boarded in the shelter's kennel.

### **Parks & Community Services Department**

- Based on the direction provided by the City Council at their meeting on April 10, 2012, all fees related to the Roller Hockey Rink are being deleted and replaced with fees for the Arena Soccer program.
- The following changes are being made to Recreation Programs:
  - Adding a fee for the Wine & Art Show
  - Deleting the fee for Staff on Stand-by for ball field preparation
  - Adding Time for Tots – 4 days (2 weeks)
  - Deleting Time for Tots – 3 days (2 weeks)
  - Deleting Time for Tots – 4 days (2 weeks)
  - Deleting Babysitting
  - Deleting Skate Park Membership Fee (Annual)
  - Deleting Package Protective Gear Rental
  - Deleting Knee Pad Rental
  - Deleting Elbow Pad Rental
- The following fees are being added for Facility Rental:
  - Conference & Recreation Center - Gymnasium Floor Covering
  - Conference & Recreation Center - Platform Lights

### **Public Works Department / Special Districts Division**

Deleted the different fees for Land and Assessment Division Applications with or without amended assessment diagrams and combined into one fee.

### **The 2011-12 Budget and the Deficit Reduction Plan**

During the discussions related to the adoption of the Fiscal Year 2011-12 Budget and the associated Deficit Reduction Plan council members requested a review of the City's FY 2011-2012 fee schedule in comparison to other local cities in an attempt to find fees that may be charged elsewhere that could be adopted within Moreno Valley. Because the rate charged for a fee is legally based on the actual cost to perform that function which can and does differ from city to city this study did not compare the amount charged for fees but only verified that specific fees or services captured in one city are also captured in Moreno Valley. To perform this comparison cities were selected which shared characteristics similar to Moreno Valley. Based on these criteria the following cities were selected for the comparison:

- City of Perris
- City of Corona



- City of Ontario
- City of Riverside
- City of Rancho Cucamonga
- City of Temecula

### **Process**

There are many factors that make this type of comparison difficult such as different terminology, different presentation methods, different levels of summarization even different policies for the maintenance of fees. The City of Ontario was unable to provide the requested data due to the fact that there is no consolidation of the fees as each division is responsible for the maintenance of their individual fee sets.

The review process consisted of looking at each fee schedule from each city fee by fee and then comparing it to our fee schedule to see if there was a similar fee for Moreno Valley. In order to give an idea of the magnitude of the review process the City of Perris had 499 fee items, Corona had 330 fee items, Riverside had 495 fee items, Rancho Cucamonga had 490 fee items and Temecula had 322 fee items. In comparison Moreno Valley has 1,016 fee items, which does not include DIF, of which 387 fee items are related to Fire Services, 250 fee items related to Parks & Community Services including both recreation programs and facility rentals and 80 fee items related to Animal Services.

### **Findings**

In reviewing the fees we do not see any significant type of fees that are being charged by other cities that are not included in some form within Moreno Valley's fee structure. Especially in the development services areas the fees were fairly consistent across the cities. In some cases the manner by which the fee is charged or the basis (unit of measure) for the fee is different but a fee for the activity is being captured. In some cases there were fees being charged for services that are not present in Moreno Valley such as Airport fees or Firearm Range Rental. There were some minor fees that we believe can be added to our fee schedule such as a Library fee for the cost of a damaged book or media item and we will pass these instances on to Division Managers for their consideration.

### **Conclusion**

Based on this review we believe that while there are some differences there are not significant fee capture opportunities that are being missed within the City's current fee schedule.

We believe this high level of similarity is due to a couple of factors. First in the past there have been a couple of primary consulting firms that performed cost/fee analysis and so they have tended to carry those fee structures from agency to

agency in various forms. Second city staff at various levels are fairly knowledgeable about fees that are being charged in neighboring jurisdictions and tend to add new fees as the opportunity is available. What we did notice is that compared to most of the other cities our consolidated fee schedule is more comprehensive and represents all of the departments in the city. All of the fee data that was provided by the cities included in the comparison included the permitting and inspection activities related to development services but we did not see some of the other services represented such as code enforcement, animal services, facility and recreation programs, or some of the other miscellaneous fees identified across many of the other cities.

As a part of the annual fee review the fee schedules that were obtained as part of this review were posted onto the internet site so that they could be accessed by staff as an additional resource for this year.

### **Fee Schedule Implementation**

The proposed updates to the Fee Schedule are scheduled to become effective Monday July 2, 2012 to allow for the 60-day waiting period required for increases to development-related fees by Government Code Section 660016-17.

### **ALTERNATIVES**

The following alternatives are available to the City Council:

1. Following the public hearing, adopt Resolution No. 2012-25, approving the proposed Fee Schedule for FY 2012-13.
2. Following the public hearing, modify the proposed Fee Schedule prior to adopting Resolution No. 2012-25.
3. Provide staff with further direction.

Staff recommends Alternative No. 1.

### **FISCAL IMPACT**

User fees included in the City's Fee Schedule generate revenues that enable the City to provide a wide variety of services requested by our constituents. For FY 2012-13, these revenues are projected to be approximately \$13 million, which includes the General Fund and various zones in the Community Services District (CSD).

**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**

It has been City Council’s policy to adjust user fees annually to reflect changes in the Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County region. The applicable CPI has increased by 2.7% in the past year and most fees have been adjusted to reflect this increase. Other fee adjustments are recommended, where appropriate, to better reflect the City’s actual cost of providing the applicable service, to achieve more equitable cost recovery, or to clarify how fees are applied. It is recommended that City Council adopt Resolution No. 2012- approving the Fee Schedule for FY 2012-13.

**NOTIFICATION**

The City Council meeting of April 24, 2012, has been properly noticed as a Public Hearing to consider the proposed FY 2012-13 Fee Schedule.

**ATTACHMENTS/EXHIBITS**

Resolution No. 2012-25  
Attachment I - Proposed Schedule of City Fees, Charges and Rates, Fiscal Year 2012-13

Prepared By:  
Brooke McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Richard Teichert  
Financial & Administrative Services Director

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

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RESOLUTION NO. 2012-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING SPECIFIED FEES FOR VARIOUS SERVICES FOR FISCAL YEAR 2012-13 AND REPEALING PRIOR RESOLUTIONS THAT MAY BE IN CONFLICT

WHEREAS, the City Council has in the past approved and adopted fee schedules for various services provided by the City for the benefit of a limited number of persons; and

WHEREAS, the cost of rendering such services should be borne by the beneficiaries of such service; and

WHEREAS, data supporting the estimated cost of providing said services has been made available to the City Council and to the public; and

WHEREAS, the City Council has duly considered at a duly noticed public hearing the question of whether or not to modify existing fees and establish new fees for such services, to provide more equitable cost recovery for such services; and

WHEREAS, at said hearing, the City Council duly considered all public comments which were made with respect to said question;

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

1. The fee schedule attached as Exhibit "A" hereto is hereby approved and adopted.
2. Where services are performed for the City by another governmental agency, the fees charged by the City shall be adjusted upward or downward to reflect fluctuations, if any, in the price which the City pays to the other government agency for such services. Such adjustments shall be made as the fluctuations occur if imposed upon the City without recourse.
3. All prior enactments of the City Council establishing fees for services, materials, impact and mitigation are hereby repealed to the extent that such enactments establish fees for services, materials and mitigation which are different than the fees established therefore by this Resolution, but shall otherwise remain in full force and effect.

Attachment A

Resolution No. 2012-25  
Date Adopted: April 24, 2012

4. All fees established by this Resolution shall, when collected, be paid to the City Treasurer for deposit into the General Fund of the City or into such special funds as may be otherwise required by law.

5. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect any other provision or application of the provisions of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

6. Each fee or charge set by this Resolution is for the specific process or service to which the fee or charge is related. When a process or service in addition thereto is requested or required, the appropriate additional fee or charge shall be imposed and collected only upon approval of the City Council.

7. When a fee or charge is indicated on a unit basis, a fee or charge for each such unit or portion of a unit associated with the requested or required process or service shall be imposed and collected.

8. If a deposit has been made on account of a fee or charge, and where the deposit is insufficient to pay the later-determined actual fee or charge, the balance due shall be paid to the City before any associated entitlement or permit is issued to the applicant. If the amount of the deposit exceeds the later-determined actual fee or charge, the overage shall be refunded to the applicant, except that an overage of one dollar or less shall not be refunded but shall be transferred to the General Fund of the City.

9. The fees approved, increased and established herein shall become effective July 2, 2012.

APPROVED AND ADOPTED this 24<sup>th</sup> day of April, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. 2012-25  
Date Adopted: April 24, 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. 2012-25 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 24th day of April, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2012-25  
Date Adopted: April 24, 2012

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# City of Moreno Valley

## Schedule of City Fees, Charges and Rates

Fiscal Year 2012-13

City of Moreno Valley  
 Schedule of City Fees, Charges and Rates  
 Fiscal Year 2012-13

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## Section 1 - City Clerk

	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Agenda Subscription	per Year	\$ 103.00	\$ 106.00	
Certification of Public Records	Each	\$ 6.00	\$ 6.00	
Minutes Subscription	per Year	\$ 103.00	\$ 106.00	
Municipal Code and Code Supplements	per Page	\$ 0.20 +mailing costs	\$ 0.20 +mailing costs	
Nomination Papers Filing Fee	Each	\$ 25.00 Pursuant to §10228 of the CA Elections Code	\$ 25.00 Pursuant to §10228 of the CA Elections Code	
Notice of Intent Filing Fee	Each	\$ 200.00 Pursuant to § 9202 of the CA Elections Code	\$ 200.00 Pursuant to § 9202 of the CA Elections Code	
Audio Tape Recordings of Council Meetings	per Tape	\$ 2.00	\$ 2.00	
Fair Political Practices Commission (FPPC)	per Page	\$ 0.10	\$ 0.10	

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## Section 2 - City Manager

<u>Cable TV Administration and Production</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Video Recordings of Council Meetings	per Tape	\$ 6.00	\$ 6.00	
Recordings of Council Meetings on DVD	per DVD	\$ 2.00	\$ 2.00	
Recording of Council Meetings on CD (Audio only MP3 file)	per CD	\$ 2.00	\$ 2.00	

## Section 3 - Community & Economic Development

<u>Building and Safety</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Water Heater Permit	Each	\$ 60.00	\$ 60.00	
Water Heater Permit Re-inspection	Each	\$ 60.00	\$ 60.00	
<b>Residential Tract Unit</b>				
Note: Residential tract plan check fees and residential tract housing inspection fees are based on the following tables:				
1 Story Permit				
<= 1,400 sq ft		\$ 459.00	\$ 471.00	
> 1,400 sq ft	per 50 sq ft	\$ 7.19	\$ 7.38	
1 Story Plan Check				
<= 1,400 sq ft		\$ 649.00	\$ 667.00	
> 1,400 sq ft	per 50 sq ft	\$ 6.60	\$ 6.78	
1.5 Story Permit				
<= 1,400 sq ft		\$ 531.00	\$ 545.00	
> 1,400 sq ft	per 50 sq ft	\$ 8.10	\$ 8.32	
1.5 Story Plan Check				
<= 1,400 sq ft		\$ 802.00	\$ 824.00	
> 1,400 sq ft	per 50 sq ft	\$ 8.70	\$ 8.93	
2 Story Permit				
<= 1,400 sq ft		\$ 645.00	\$ 662.00	
> 1,400 sq ft	per 50 sq ft	\$ 9.00	\$ 9.24	
2 Story Plan Check				
<= 1,400 sq ft		\$ 802.00	\$ 824.00	
> 1,400 sq ft	per 50 sq ft	\$ 8.70	\$ 8.93	
Identical Unit Plan Check	per Unit	\$ 89.00	\$ 91.00	

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## Section 3 - Community & Economic Development

<u>Building and Safety</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b>Structural Alterations</b>				
1 Story				
<= 1,400 sq ft		\$ 376.00	\$ 386.00	
> 1,400 sq ft	per 50 sq ft	\$ 3.02	\$ 3.10	
1.5 Story				
<= 1,400 sq ft		\$ 396.00	\$ 407.00	
> 1,400 sq ft	per 50 sq ft	\$ 4.50	\$ 4.62	
2 Story				
<= 1,400 sq ft		\$ 396.00	\$ 407.00	
> 1,400 sq ft	per 50 sq ft	\$ 4.50	\$ 4.62	
<b>Non-Structural Alterations</b>				
1 Story				
<= 1,400 sq ft		\$ 158.00	\$ 162.00	
> 1,400 sq ft	per 50 sq ft	\$ 1.50	\$ 1.54	
1.5 Story				
<= 1,400 sq ft		\$ 196.00	\$ 201.00	
> 1,400 sq ft	per 50 sq ft	\$ 2.09	\$ 2.15	
2 Story				
<= 1,400 sq ft		\$ 196.00	\$ 201.00	
> 1,400 sq ft	per 50 sq ft	\$ 2.09	\$ 2.15	

**Building Permit Fees**

1997 Uniform Administrative Code fees

**Building Plan Check Fees**

When building plans are required by the Building Official, plan check fees shall be equal to the building permit fee (100%) and shall be paid at the time of submitting plans, excluding the permit issuance fee.

# Section 3 - Community & Economic Development

## Building and Safety

### Electrical Permit Fees

1997 Uniform Administrative Code fees

Note: An Electrical Permit Fee is separate from, and in addition to, the fee for any other permit which may be required by other code provisions.

### Electrical Plan Check Fees

Whenever electrical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

### Mechanical Permit Fees

1997 Uniform Administrative Code fees

Note: A mechanical permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

### Mechanical Plan Check Fees

Whenever mechanical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

### Plumbing Permit Fees

1997 Uniform Administrative Code fees

Note: A plumbing permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

### Plumbing Plan Check Fees

Whenever plumbing plans are required by the Building Official, plan check fees shall be (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

### Pool and Spa Permit Fees

1997 Uniform Administrative Code

Proposed  
Fee

Comments on Proposed  
Changes to Fees

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## Section 3 - Community & Economic Development

<u>Building and Safety</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Pool and Spa Plan Check Fees</u></b>				
Whenever specific plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.				
Note: These fees do not include the permit fees for any parts of the pool and spa system which are subject to the requirements of other applicable codes.				
<b><u>Miscellaneous Fees</u></b>				
Minimum Permit Fee	Each	\$ 123.00	\$ 154.00	Department Requested
Permit Issuance	Fee	\$ 32.00	\$ 33.00	
<b><u>Investigation Fees</u></b>				
For work that is under construction for which no permit has been obtained, the investigation fee shall be equal to the value set forth in this Resolution for permit fees (building, electrical, mechanical, plumbing, etc). Plan check fees may be assessed as directed by the Building Official.				
Research/ Administration Fee				
First 15 minutes		No charge		
Each additional 30 minutes or fraction thereof		\$ 32.00	\$ 77.00	Department Requested
Re-inspection fees approved by the Building Official	per Hour	\$ 150.00	\$ 154.00	
Inspections for which no fee is specifically identified	per Hour	\$ 150.00	\$ 154.00	
Additional plan review required by changes, additions or revisions to approved plans or incomplete plan check re-submittal after 3 reviews	per Hour	\$ 150.00	\$ 154.00	
Inspection outside of normal business hours (2 hr min)	per Hour	\$ 150.00 *	\$ 154.00 *	
* Or the fully burdened hourly rate cost to the City, whichever is greater				



## Section 3 - Community & Economic Development

<u>Building and Safety</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Premium Inspection - During business hours (Inspection provided within 2 hours after payment)	per Hour	\$ 150.00	\$ 154.00	
Certificate of Occupancy Inspection	Each	\$ 180.00	\$ 185.00	
Temporary Certificate of Occupancy Up to and including first 30 days			No Charge	NEW
Each subsequent 30 day period (Due in Advance)			\$616.00	NEW
Demand Letter (1 hr min)	per Hour		\$154.00	Actual time spent NEW
Updated Demand Letter (30 minute min)	per Hour		\$154.00	Actual time spent NEW
Lien Release - Initial Preparation			No Charge	NEW
Replacement Lien Release within 60 days of initial preparation			\$77.00	NEW
more than 60 days from initial preparation			\$154.00	NEW

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## Section 3 - Community & Economic Development

<u>Code and Neighborhood Services</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Proposed Changes to Fees</u>
Re-inspection Fee for Failed Compliance	Each	\$ 183.00	\$ 188.00	
Nuisance Abatement Administrative Fee				
Level 1 (4 hrs or less)	Each	\$ 243.00	\$ 250.00	
Level 2 (more than 4 hrs)	Hourly	\$ 90.00	\$ 92.00	
Removal of Signs in Right-of-Way				
Sign Removal	Each	\$ 25.00	\$ 26.00	
Surcharge on signs requiring special equipment or additional labor to remove	Each	\$ 54.00	\$ 55.00	or actual cost of removal whichever is greater
Lost or Stolen Parking Ticket Recovery	Each	\$ 11.00	\$ 11.00	
Drive-off Parking Violation	Each	\$ 18.00	\$ 18.00	
Department of Motor Vehicle (DMV) Hold	Each	\$ 10.00	\$ 10.00	or current DMV rate
Certificate of Correction		\$ 143.00	\$ 147.00	
Rotational Tow Service Program				
Application	Each	\$ 2,862.00	\$ 2,939.00	
Agreement	Deposit	\$ 5,000.00	\$ 5,000.00	Actual charge is "fully burdened" rate charge
Rotational Tow Vehicle Release Fee	Each	\$ 75.00	\$ 77.00	
Demand Letter (1 hr min)	per Hour		\$154.00	Actual time spent
Updated Demand Letter (30 minute min)	per Hour		\$154.00	Actual time spent
Lien Release - Initial Preparation			No Charge	NEW
Replacement Lien Release				
within 60 days of initial preparation			\$77.00	NEW
more than 60 days from initial preparation			\$154.00	NEW

## Section 3 - Community & Economic Development

<u>Land Development</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>LEGAL AND OTHER DOCUMENTS</u></b>				
<i>Fee Includes Three (3) Reviews, Unless Otherwise Noted</i>				
Lot Line Adjustment	Each	\$ 947.00	\$ 973.00	
Certificate of Parcel Merger	Each	\$ 947.00	\$ 973.00	
Certificate of Correction	Each	\$ 475.00	\$ 488.00	
Certificate of Compliance	Each	\$ 767.00	\$ 788.00	
Conditional Certificate of Compliance	Each	\$ 1,192.00	\$ 1,224.00	
<b><u>Street Vacation</u></b>				
Summary	Each	\$ 1,153.00	\$ 1,184.00	
Full	Each	\$ 3,827.00	\$ 3,930.00	
<b><u>Condemnation</u></b>				
Initial Processing Deposit	Deposit	\$ 5,000.00	\$ 5,000.00	
Right-of-Way Acquisition and Processing (minimum fee)	Deposit (per lot)	\$ 5,000.00 Amount determined by City Engineer. Not to exceed total City cost.	\$ 5,000.00 Amount determined by City Engineer. Not to exceed total City cost.	
<b><u>Document Review and Processing</u></b>				
Minor Documents (Staff Reports, Offers of Dedication, Easement Deeds, Grant Deeds, Centerline Tie Sheets, Public Improvement Agreements, <span style="color: red;">partial Security Reduction</span> , etc) (For 2 Reviews)	Each	\$ 761.00	\$ 782.00	
Major Documents (DIF/TUMF Actual cost verification, etc)	Each	Amount determined by City Engineer. Not to exceed total City cost.	Amount determined by City Engineer. Not to exceed total City cost.	
Public Improvement Agreement (Extension)	Each	\$ 890.00	\$ 914.00	
<del>Partial Bond Release Security Release/Exoneration</del>	Each	\$ 1,714.00	\$ 1,760.00	
Assurance of Construction (Grading, Damage and Minor Construction Securities)	Deposit	Security amount determined by City Engineer	Security amount determined by City Engineer	

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## Section 3 - Community & Economic Development

<u>Land Development</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>MAP CHECKING</u></b>				
<i>Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted</i>				
Parcel Map and Tract Map	Each	\$ 3,906.00 +	\$ 4,011.00 +	
	per Lot	\$ 41.00	\$ 42.00	
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 192.00	\$ 197.00	
Amended Map (Parcel and Tract)	Each	\$ 2,182.00	\$ 2,241.00	
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 192.00	\$ 197.00	
Reversion to Acreage	Each	\$ 1,654.00	\$ 1,699.00	
Monument Review Field		5% of Bond or \$415 min	5% of Bond or \$415 min	
Survey Monument Restoration (Two Reviews, Per Set)	Each	\$ 260.00	\$ 267.00	
<b><u>IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer, etc Plans)</u></b>				
<i>Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted</i>				
<= \$100,000 of Engineer's estimate Plus		4.00% +	4.00% +	
\$100,001-\$250,000 of Engineer's estimate Plus		3.00% +	3.00% +	
> \$250,000 of Engineer's estimate		2.50%	2.50%	
On-site Improvements (For non-single family residential, based on Engineer's estimate)		1.00%	1.00%	
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	\$ 251.00	\$ 258.00	or amount determined by the City Engineer. Fee not to exceed total City cost.
		or amount determined by the City Engineer. Fee not to exceed total City cost.		
<del>Multi-Agency Improvement Plans for facilities to be maintained by agencies other than the City of Moreno Valley</del>		<del>Deposit, valued at one-half of the fee that would typically be charged for plan check services.</del>		DELETED No longer in T&M program
<b><u>Revisions (Improvement Plans)</u></b>				
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	\$ 264.00	\$ 271.00	
Major (minimum fee)	per Sheet, per Review	\$ 272.00	\$ 279.00	Amount determined by the City Engineer. Fee not to exceed total City cost.
		Amount determined by the City Engineer. Fee not to exceed total City cost.		
* For As-Builts with no changes, a one sheet fee is required.				

## Section 3 - Community & Economic Development

<u>Land Development</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>MASS/ROUGH GRADING PLAN CHECK</u></b>				
<i>Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted</i>				
<b>Subdivisions and Custom Homes</b>				
	0-5,000 CY	\$ 1,951.00	\$ 2,004.00	
	5,001-100,000 CY Plus	\$ 1,951.00 +	\$ 2,004.00 +	
	Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)	\$ 322.00	\$ 331.00	
	> 100,000 CY Plus	\$ 8,069.00 +	\$ 8,293.00 +	
	Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)	\$ 108.00	\$ 111.00	
<b>Non Subdivisions</b>				
	0-5,000 CY	\$ 1,951.00	\$ 2,004.00	
	5,001-100,000 CY Plus	\$ 1,951.00 +	\$ 2,004.00 +	
	Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)	\$ 287.00	\$ 295.00	
	> 100,000 CY Plus	\$ 7,404.00 +	\$ 7,609.00 +	
	Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)	\$ 71.00	\$ 73.00	
	4th and Subsequent Reviews (Mass/Rough Grading Plans)	per Sheet, per Review \$ 209.00	\$ 215.00	
<b>Revisions (Mass/Rough Grading Plans)</b>				
	Minor (Including As-Built, minimum fee*)	per Sheet, per Review \$ 250.00	\$ 257.00	
	Major (minimum fee)	per Sheet, per Review \$ 298.00	\$ 306.00	
* For As-Built with no changes, a one sheet fee is required.				
<b><u>STOCKPILE/BORROW SITE PLAN</u></b>				
<i>Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted</i>				
	0-5,000CY	\$ 591.00	\$ 607.00	
	5,001-100,000 CY	\$ 1,021.00	\$ 1,049.00	
	> 100,000 CY	\$ 1,418.00	\$ 1,456.00	
	4th and Subsequent Reviews (Stockpile/Borrow Plans)	per Sheet, per Review \$ 209.00	\$ 215.00	
<b>Revisions (Stockpile/Borrow Plans)</b>				
	Minor	per Sheet, per Review \$ 250.00	\$ 257.00	
	Major (minimum fee)	per Sheet, per Review \$ 298.00	\$ 306.00	
		Actual amount determined by the City Engineer. Fee not to exceed total City cost.	Actual amount determined by the City Engineer. Fee not to exceed total City cost.	

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## Section 3 - Community & Economic Development

<u>Land Development</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>PRECISE GRADING PLAN CHECK</u></b>				
<i>Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted</i>				
<b>Subdivisions and Custom Homes Plus</b>	Each per Lot	\$ 1,859.00 + \$ 71.00	\$ 1,909.00 + \$ 73.00	
<b>Non Subdivisions</b>				
On-site Improvement Plan Check Fee				
0-5,000CY		\$ 1,860.00	\$ 1,910.00	
5,001-100,000 CY Plus		\$ 1,860.00 +	\$ 1,910.00 +	
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		\$ 287.00	\$ 295.00	
> 100,000 CY Plus		\$ 7,313.00 +	\$ 7,515.00 +	
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		\$ 71.00	\$ 73.00	
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	\$ 221.00	\$ 227.00	
<b>Revisions (Precise Grading Plans)</b>				
Minor (Including As-Built, minimum fee*)	per Sheet, per Review	\$ 250.00	\$ 257.00	
Major (minimum fee)	per Sheet, per Review	\$ 298.00	\$ 306.00	
		Actual amount determined by the City Engineer. Fee not to exceed total City cost.	Actual amount determined by the City Engineer. Fee not to exceed total City cost.	
* For As-Built with no changes, a one sheet fee is required.				
<b><u>STORM WATER MANAGEMENT PLAN CHECK</u></b>				
<i>Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted</i>				
Water Quality Basins (SFR Projects) (Civil Drawings)	Per Sheet	\$ 1,460.00	\$ 1,499.00	
Water Quality Treatment (Non SFR Projects) (Civil Drawings)	Per Sheet	\$ 1,460.00	\$ 1,499.00	
4th and Subsequent Reviews (Civil Drawings)	per Sheet, per Review	\$ 250.00	\$ 257.00	
Water Quality Basin Landscaping (Landscape Drawings)				
Base Fee (7 sheets Maximum)		\$ 5,996.00	\$ 6,158.00	
Each Additional Sheet		\$ 840.00	\$ 863.00	
4th and Subsequent Reviews (Landscape Drawings)	per Sheet, per Review	\$ 180.00	\$ 185.00	
Hydrology & Hydraulic Calculations for Treatment Control Devices	Each	\$ 470.00	\$ 483.00	
Storm Water Pollution Prevention Plan (SWPPP) Document Review	Each	\$ 663.00	\$ 681.00	

## Section 3 - Community & Economic Development

<u>Land Development</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>STUDIES</u></b>				
<i>Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted</i>				
<b>Flood Plain (CLOMR/LOMR)</b>				
1-10 Acres (Tributary)	Each	\$ 3,424.00	\$ 3,516.00	
Over 10 Acres	Each	\$ 3,424.00 +	\$ 3,516.00 +	
Each Acre over 10 Acres	per Acre	\$ 20.00	\$ 21.00	
<b>Drainage (Hydrology/Hydraulics)</b>				
0-50 Acres (Tributary)	per Acre	\$ 49.00 \$450 minimum	\$ 50.00 \$450 minimum	
51-100 Acres Plus	Each	\$ 2,450.00 +	\$ 2,500.00 +	
Each Additional Acre over 50	per Acre	\$ 6.00	\$ 6.00	
101-1,000 Acres Plus	Each	\$ 2,750.00 +	\$ 2,800.00 +	
Each Additional Acre over 100	per Acre	\$ 4.00	\$ 4.00	
Over 1,000 Acres Plus	Each	\$ 6,350.00 +	\$ 6,400.00 +	
Each Additional Acre over 1,000	per Acre	\$ 1.00	\$ 1.00	
4th and Subsequent Review	Each Review	Total City Cost	Total City Cost	
Preliminary Drainage Study (Entitlement Stage)	Each	\$ 470.00	\$ 483.00	
<b><u>Preliminary Water Quality Management Plan (P-WQMP)</u></b>				
<b>WQMP Preliminary Document Review</b>				
First Two Reviews Only (Consultant and Admin)		\$ 945.00	\$ 971.00	
Third and Subsequent Reviews (Fee for Consultant Only)	Each Review	\$ 325.00	\$ 334.00	
All Meetings	per Hour	\$ 253.00	\$ 260.00	
All Teleconferences	per Hour	\$ 152.00	\$ 156.00	
<b><u>Final Water Quality Management Plan (F-WQMP)</u></b>				
<b>WQMP Final Document Review</b>				
(Initial fee includes Document Review, Teleconferences and Meetings)				
Basic Review (Maximum 2 Reviews and 2 Meetings) (Applies to Hillside Residential ≤ 9 Units)		\$ 1,111.00	\$ 1,141.00	
Subsequent Reviews	Each Review	\$ 759.00	\$ 779.00	
Subsequent Meetings	per Hour	\$ 253.00	\$ 260.00	
Subsequent Teleconferences	per Hour	\$ 152.00	\$ 156.00	
Standard Review (Maximum 2 Reviews and 2 Meetings) (Applies to Residential ≤ 50 Units; Commercial ≤ 2 Acres; Industrial ≤ 1 Acre; Automotive ≤ 1 Acre; Restaurants ≤ 1 Acre; Hillside Development ≤ 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots ≤ 2 Acres)		\$ 4,341.00	\$ 4,458.00	
Subsequent Reviews	Each Review	\$ 1,457.00	\$ 1,496.00	
Subsequent Meetings	per Hour	\$ 253.00	\$ 260.00	
Subsequent Teleconferences	per Hour	\$ 152.00	\$ 156.00	

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## Section 3 - Community & Economic Development

<u>Land Development</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Complex Review (Maximum 3 Reviews and 3 Meetings) (Applies to MFR or SFR > 50 Units; Commercial > 2 Acres; Industrial > 1 Acre; Automotive > 1 Acre; Restaurants > 1 Acre; Hillside Development > 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots > 2 Acres)		\$ 6,253.00	\$ 6,422.00	
Subsequent Reviews	Each Review	\$ 1,846.00	\$ 1,896.00	
Subsequent Meetings	per Hour	\$ 253.00	\$ 260.00	
Subsequent Teleconferences	per Hour	\$ 152.00	\$ 156.00	
<b><u>OTHER PLAN CHECK FEES</u></b>				
<b><u>Underground Overhead Utilities</u></b>				
Underground of Utilities Administration Fee Plus		\$ 71.00 +	\$ 73.00 +	
Underground of Utilities In-Lieu Fee (In accordance with Development Code 9.14.130)	per Linear Foot	\$ 198.00	\$ 203.00	
<b><u>IMPROVEMENT PLAN INSPECTION</u></b>				
<b><u>Grading</u></b>				
Mass, Rough, Precise, Stockpile or Borrow Grading Inspection (All projects)				
0-100 CY		\$ 645.00	\$ 662.00	
101-1,000 CY Plus		\$ 645.00 +	\$ 662.00 +	
Each Additional 100 CY or portion thereof over 100 CY (prorated per cubic yard)		\$ 121.00	\$ 124.00	
1,001-10,000 CY Plus		\$ 1,734.00 +	\$ 1,778.00 +	
Each Additional 1,000 CY or portion thereof over 1,000 CY (prorated per cubic yard)		\$ 395.00	\$ 406.00	
10,001-100,000 CY Plus		\$ 5,289.00 +	\$ 5,432.00 +	
Each Additional 10,000 CY or portion thereof over 10,000 CY (prorated per cubic yard)		\$ 359.00	\$ 369.00	
> 100,000 CY Plus		\$ 8,520.00 +	\$ 8,753.00 +	
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		\$ 322.00	\$ 331.00	
<b><u>Improvements</u></b>				
Improvement Plan (Offsite Public Improvements, Per Project)				
< \$100,000 of Engineers estimate Plus		4.00% +	4.00% +	
\$100,000-\$250,000 of Engineers estimate Plus		3.00% +	3.00% +	
> \$250,000 of Engineers estimate		2.50%	2.50%	
Onsite Improvements (Based on Engineer's estimate)		1.00%	1.00%	
<del>Multi-Agency Improvement Plans for facilities to be maintained by agencies other than the City of Moreno Valley</del>		<del>Deposit, valued at one-half of the fee that would typically be charged for inspection services.</del>		DELETED No longer in T&M program
Re-inspection	Each	\$ 437.00	\$ 449.00	
Holidays, Weekends and Night Inspections (Based on staff availability)	per Hour*	\$ 79.00 Straight Time	\$ 79.00 Straight Time	
	*minimum of 2 hour	\$ 96.00 Over Time	\$ 96.00 Over Time	



## Section 3 - Community & Economic Development

<u>Land Development</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>STORM WATER MANAGEMENT INSPECTION</u></b>				
<b><u>Storm Water Pollution Abatement Program</u></b>				
<u>Projects Under Construction</u>				
Construction Site Inspection		\$ 407.00	\$ 418.00	
<u>Existing Businesses</u>				
NPDES Industrial Site Initial Inspection	Each	\$ 456.00	\$ 468.00	
Follow-up Compliance Inspection	Each	\$ 214.00	\$ 220.00	
NPDES Commercial Site Initial Inspection	Each	\$ 335.00	\$ 344.00	
Follow-up Compliance Inspection	Each	\$ 214.00	\$ 220.00	
NPDES Restaurant Initial Inspection (CAP)	Each	\$ 274.00	\$ 281.00	
Follow-up Compliance Inspection	Each	\$ 214.00	\$ 220.00	
<b><u>Water Quality Basin Landscape Inspection</u></b>				
0-1 Acre		\$11,995.00	\$ 12,319.00	
1-1.5 Acres		\$13,795.00	\$ 14,167.00	
1.5-2 Acres		\$15,593.00	\$ 16,014.00	
2-2.5 Acres		\$17,393.00	\$ 17,863.00	
Each additional 1/2 Acre > 2.5 Acres	per 1/2 Acre	\$ 1,798.00	\$ 1,847.00	
<b><u>PENALTY FEES</u></b>				
Inspection and Testing work in Right-of-Way without Encroachment Permit		\$ 610.00	\$ 626.00	
Failure to Schedule Inspection Prior to Performing Work *		\$ 123.00	\$ 126.00	
* Penalty Fee to be determined by the City Engineer. Listed amount for the first offense and not to exceed \$500 for each subsequent offense.				
<b><u>PERMITS - ADMINISTRATION FEES</u></b>				
Grading or Inspection: Permit Issuance	Each	\$ 83.00	\$ 85.00	
Construction Permit Issuance	Each	\$ 83.00	\$ 85.00	
Newspaper Rack Annual Permit Issuance	Each	\$ 83.00	\$ 85.00	
Annual Utility Blanket Permit Administration	Each	\$ 83.00	\$ 85.00	
Second Driveway Approach Application	Each	\$ 83.00	\$ 85.00	

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## Section 3 - Community & Economic Development

<u>Land Development</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>PERMITS - INSPECTION FEES</u></b>				
Concrete Sidewalk				
0-100 Linear Feet	Each	\$ 67.00 +	\$ 69.00 +	
> 100 Linear Feet	per Linear Foot	\$ 1.00	\$ 1.00	
Parkway Drains	Each	\$ 146.00	\$ 150.00	
Residential Curb Core (2 maximum per lot)	per Lot	\$ 79.00	\$ 81.00	
Driveways				
Commercial	Each	\$ 146.00	\$ 150.00	
Residential	Each	\$ 205.00	\$ 211.00	
Excavation-Street Crossing	per Linear Foot	\$ 2.00 \$232 min	\$ 2.00	
Excavation Parallel Trench	per Linear Foot	\$ 0.50 \$232 min	\$ 0.50	
Small Bore Potholes (12" Diameter Maximum)	Each	\$ 26.00	\$ 27.00	
All Other Potholes	Each	\$ 78.00	\$ 80.00	
Bores/Splice Pits	Each	\$ 53.00	\$ 54.00	
Non-Retaining Wall	Each	\$ 146.00	\$ 150.00	
Fence	Each	\$ 146.00	\$ 150.00	
Newspaper Rack Installation	Each	\$ 53.00	\$ 54.00	
Utility Blanket Permit Individual Location Inspection	Each	\$ 15.00	\$ 15.00	
Miscellaneous Inspections (Based on staff availability)	per Hour*	\$ 79.00 Straight Time	\$ 79.00 Straight Time	
	*minimum of 1 hour	\$ 96.00 Over Time	\$ 96.00 Over Time	
<b><u>OTHER PERMITS</u></b>				
Application Fee for Special Events, (Including Permit to Conduct a Parade or other event within Public Property or Street Right-of-Way.)	Each	\$ 207.00	\$ 213.00	
Block Party Permit Processing	Each	\$ 83.00	\$ 85.00	
Flood Plain Determination (Community Rating System)	per Lot	\$ 20.00	\$ 21.00	
Elevation Certification (Mobile Home Park)	Each	\$ 157.00	\$ 161.00	

## Section 3 - Community & Economic Development

<u>Land Development</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>OTHER FEES</u></b>				
<b><u>Advanced Energy Fees</u></b>				
Administration Fee		\$ 409.00	\$ 420.00	
Zone B (9,500 Lumens)	Each	\$ 608.00	\$ 637.00	To match PUC approved rate increases
Zone C (22,000 Lumens)	Each	\$ 668.00	\$ 700.00	
<del>Single Family Residence Review</del>	<del>per Project</del>	<del>\$ 395.00</del>		DELETE
<b>Area Drainage Plan Fee</b>	Established by and payable to the County of Riverside Flood Control District			
<b><u>MISCELLANEOUS LAND DEVELOPMENT FEES</u></b>				
City of Moreno Valley Book of Standard Drawings	Each	\$ 46.00	\$ 47.00	
<b>Research of Records, Files, etc.</b>				
Technical	per Hour *	\$ 85.00 +reproduction costs	\$ 87.00 +reproduction costs	
Professional	per Hour *	\$ 138.00 +reproduction costs	\$ 142.00 +reproduction costs	
	* minimum of 1/2 hour			
In-house Reproduction costs of Engineered Plan Sheets (Large Format)	per Sq Ft	\$ 1.00	\$ 1.00	

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## Section 3 - Community & Economic Development

<u>Planning</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Proposed Changes to Fees</u>		
Annexation Process and Environmental Review	Deposit	\$ 5,000.00	Actual charge is "fully burdened" rate charge	\$ 5,000.00	Actual charge is "fully burdened" rate charge	No Change
Appeal		\$ 750.00		\$ 750.00		No Change
Change of Zone	Deposit	\$ 3,000.00	Actual charge is "fully burdened" rate charge	\$ 3,500.00	Actual charge is "fully burdened" rate charge	Department Request
Conditional Use Permit		\$ 10,047.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	\$ 10,562.00	Plus applicable environmental review, notice, posting and acreage/per unit fees	Special Districts review fee added
Conditional Use Permit: Admin & Existing Structure		\$ 6,076.00	Plus applicable notice and posting fees	\$ 6,240.00	Plus applicable notice and posting fees	
Conditional Use Permit (Com/Ind)	per Acre	\$ 65.00		\$ 65.00		No Change
Conditional Use Permit: Amended CUP/Substantial Conformance		\$ 5,342.00	Plus applicable notice and posting fees	\$ 5,608.00	Plus applicable notice and posting fees	Special Districts review fee added
Custom Home Review		\$ 1,019.00		\$ 1,047.00		
Development Agreement	Deposit	\$ 7,400.00	Actual charge is "fully burdened" rate charge	\$ 7,400.00	Actual charge is "fully burdened" rate charge	No Change
Development Agreement Amendment	Deposit	\$ 3,225.00	Actual charge is "fully burdened" rate charge	\$ 3,225.00	Actual charge is "fully burdened" rate charge	No Change
Development Agreement Annual Review	Deposit	\$ 1,000.00	Actual charge is "fully burdened" rate charge	\$ 1,000.00	Actual charge is "fully burdened" rate charge	No Change
Development Code Amendment	Deposit	\$ 5,000.00	Actual charge is "fully burdened" rate charge	\$ 5,000.00	Actual charge is "fully burdened" rate charge	No Change

## Section 3 - Community & Economic Development

	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Proposed Changes to Fees</u>
<b><u>Planning</u></b>				
<b><u>Environmental Review</u></b>				
EIR Report Preparation	Deposit	\$ 7,000.00 <small>Actual charge is "fully burdened" rate charge</small>	\$ 7,000.00 <small>Actual charge is "fully burdened" rate charge</small>	No Change
Expanded Initial Study / Expanded Project Review	Deposit	\$500 per Study <small>Actual charge is "fully burdened" rate charge</small>	\$500 per Study <small>Actual charge is "fully burdened" rate charge</small>	No Change
Environmental Assessment		\$ 1,006.00	\$ 1,033.00	
Environmental Mitigation Monitoring	Deposit	\$ 3,500.00 <small>Actual charge is "fully burdened" rate charge</small>	\$ 3,500.00 <small>Actual charge is "fully burdened" rate charge</small>	No Change
Extension of Time		\$ 3,181.00	\$ 3,267.00	
Fully Burdened Hourly Rate	Per Hour	\$ 168.00	\$ 169.00	Department Request
General Plan Amendment	Deposit	\$ 3,000.00 <small>Actual charge is "fully burdened" rate charge</small>	\$ 3,500.00 <small>Actual charge is "fully burdened" rate charge</small>	No Change
Home Occupation Permit		\$ 91.00	\$ 93.00	
<b><u>Plan Check and Inspection</u></b>				
Residential (1 <sup>st</sup> through 3 <sup>rd</sup> Review)		\$ 649.00	\$ 667.00	
Non-Residential (1 <sup>st</sup> through 3 <sup>rd</sup> Review) (Including multiple family projects: residential tentative and final tract map)		\$ 971.00	\$ 997.00	
Re-inspection		\$ 168.00	\$ 173.00	
4th and subsequent (Land Development Reviews)	Per Sheet	\$ 84.00	\$ 86.00	
4th and subsequent (All Other Reviews) Concurrent processing		100% of original fee Base Fee + 30%	100% of original fee Base fee + 30%	No Change
Newspaper Notice		\$ 285.00	\$ 285.00	No Change
Phasing Map		\$ 2,321.00	\$ 2,384.00	

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## Section 3 - Community & Economic Development

	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Proposed Changes to Fees</u>
<b><u>Planning</u></b>				
<b><u>Planning Letter</u></b>				
Basic		\$ 112.00	\$ 115.00	
Interpretation and Research Required	Deposit	\$ 250.00	\$ 250.00	No Change
		Actual charge is "fully burdened" rate charge	Actual charge is "fully burdened" rate charge	
Planning Review of Building Permits		\$ 178.00	\$ 178.00	No Change
		+5% of plan check fee	+5% of plan check fee	
<b><u>Plot Plan</u></b>				
With hearing		\$ 10,256.00	\$ 10,776.00	Special Districts review fee added
		Plus applicable environmental review, notice, posting and acreage/per unit fees	Plus applicable environmental review, notice, posting and acreage/per unit fees	
(Note: More than one may be charged for projects with multiple buildings or parcels)				
Without hearing (notice)		\$ 6,892.00	\$ 7,321.00	Special Districts review fee added
		Plus applicable environmental review, notice, posting and acreage/per unit fees	Plus applicable environmental review, notice, posting and acreage/per unit fees	
Without hearing (no notice)		\$ 3,384.00	\$ 3,596.00	Special Districts review fee added
Amended plot plan/substantial conformance		\$ 3,759.00	\$ 3,982.00	Special Districts review fee added
Multi-Family	per Unit	\$ 40.00	\$ 41.00	
Plot Plan Conditional Use Permit (Com/Ind)	per Acre	\$ 87.00	\$ 89.00	
Administrative (Includes second units)		\$ 811.00	\$ 833.00	
Property Posting		\$140 per street frontage + \$75 per project	\$140 per street frontage + \$75 per project	No Change
Pre-application Review		\$ 749.00	\$ 769.00	
Renewal Fee		50% of original fee	50% of original fee	
Reversion to Acreage	Deposit	\$ 1,500.00	\$ 1,500.00	No Change
		Actual charge is "fully burdened" rate charge	Actual charge is "fully burdened" rate charge	

## Section 3 - Community & Economic Development

<u>Planning</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Proposed Changes to Fees</u>
<u>Signs</u>				
Banner		\$ 41.00	\$ 42.00	
Permit: Wall		\$ 116.00	\$ 119.00	
Permit: Monument		\$ 462.00	\$ 474.00	
Permit: Pole and Freeway		\$ 772.00	\$ 793.00	
Review Program	Deposit	\$ 650.00 Actual charge is "fully burdened" rate charge	\$ 1,300.00 Actual charge is "fully burdened" rate charge	Department Request
Program Amendment Review	Deposit	\$ 325.00 Actual charge is "fully burdened" rate charge	\$ 975.00 Actual charge is "fully burdened" rate charge	Department Request
Special Event Permit		\$ 34.00	\$ 35.00	No Change
Specific Plan	Deposit	\$ 17,000.00 Actual charge is "fully burdened" rate charge	\$ 17,000.00 Actual charge is "fully burdened" rate charge	No Change
Specific Plan Amendment	Deposit	\$ 8,000.00 Actual charge is "fully burdened" rate charge	\$ 8,000.00 Actual charge is "fully burdened" rate charge	No Change
Subdivision Sales Office (Trailer) and Model Home Complexes-Temporary		\$ 1,007.00	\$ 1,034.00	
Temporary Use Permits		\$ 277.00	\$ 284.00	
<u>Tentative Parcel Map</u>				
Residential additional lot	per Lot	\$ 8,409.00 + \$ 116.00 + applicable environmental review and applicable notice and posting fees.	\$ 8,877.00 \$ 116.00 + applicable environmental review and applicable notice and posting fees.	Special Districts review fee added
Commercial additional lot	per Lot	\$ 9,130.00 + \$ 116.00 + applicable environmental review and applicable notice and posting fees.	\$ 9,619.00 \$ 116.00 + applicable environmental review and applicable notice and posting fees.	Special Districts review fee added

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## Section 3 - Community & Economic Development

<u>Planning</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Proposed Changes to Fees</u>
Waiver	Deposit	\$ 1,000.00 Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	\$ 1,000.00 Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.	No Change
Tentative Tract or Condo Map additional lot	per Lot	\$ 10,562.00 + \$ 96.00 + applicable environmental review and applicable notice and posting fees.	\$ 11,090.00 + \$ 96.00 + applicable environmental review and applicable notice and posting fees.	Special Districts review fee added
Tentative Tract or Parcel Map Revised		\$ 5,346.00 Plus applicable notice and posting fees	\$ 5,612.00 Plus applicable notice and posting fees	Special Districts review fee added

### Variance from Standards

Public Hearing Variance	\$ 3,497.00	Plus applicable notice and posting fees	\$ 3,591.00	Plus applicable notice and posting fees
Administrative Variance	\$ 633.00		\$ 650.00	

Notes: The environmental review fee shall be charged only one time for concurrently filed major developmental review applications. For example, the fee for a concurrently filed Parcel Map and Plot Plan will be the sum of the respective fees minus one environmental review fee.

Fees for quasi-public uses shall be reduced by 25%.



## Section 4 - Financial & Administrative Services

<u>Animal Services</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>on Proposed Changes to</u>
Adoption Fee (Does not include the cost for spay/neuter)				
Dogs	Each	\$ 30.00	\$ 31.00	
Cats	Each	\$ 19.00	\$ 20.00	
Rabbit, Hamsters and Guinea Pigs	Each	\$ 10.00	\$ 10.00	
Other Animals *	Each	\$ 10.00	\$ 10.00	
* Fee for "Other Animals" not to exceed the fair market price				
Deposits (Refundable)				
Rabies Vaccination	Each	\$ 20.00	\$ 20.00	No Chan
Spay & Neuter	Each	\$ 75.00	\$ 75.00	No Chan
Owner Relinquishment				
Dog/Cat*	Each	\$ 22.00	\$ 23.00	
Dog/Cat-Litter*	Each	\$ 22.00	\$ 23.00	
Other Domestic*	Each	\$ 10.00	\$ 10.00	
* Owner may be asked to pay for the cost of spay/neuter and/or vaccines				
** Out of area animals are accepted at the discretion of shelter staff based on adoptability and shelter population				
Owner Requested Companion Pet Euthanasia				
Small/Medium (0-50 lbs)	Each	\$ 22.00	\$ 23.00	
Medium/Large (> 50 lbs )	Each	\$ 26.00	\$ 27.00	
Litter (up to 8)	Each	\$ 22.00	\$ 23.00	
Litter (each add'l >8)	Each	\$ 2.00	\$ 2.00	
Deceased Animal Disposal				
Small/Medium (0-50 lbs)	Each	\$ 18.00	\$ 18.00	
Medium/Large (51+ lbs)	Each	\$ 22.00	\$ 23.00	

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## Section 4 - Financial & Administrative Services

	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>on Proposed Changes to</u>
<b><u>Animal Services</u></b>				
Animal Redemption				
1st Impound	Per Animal	\$ 25.00	\$ 26.00	
2nd Impound	Per Animal	\$ 51.00	\$ 52.00	
3rd Impound	Per Animal	\$ 76.00	\$ 78.00	
More than 3 (each occurrence)*	Per Animal	See Note *	See Note *	
Small Livestock **	Per Animal	\$ 29.00	\$ 30.00	
Large Livestock **	Per Animal	\$ 58.00	\$ 60.00	
Other (birds, reptiles, etc)	Per Animal	\$ 19.00	\$ 20.00	
* Impound fee will increase by \$50 for each additional occurrence. For example the 4th occurrence would be \$125, the 5th occurrence would be \$175 etc.				
** Trailering Fee				
		\$ 58.00	\$ 60.00	
		+ actual cost for ACO	+ actual cost for ACO	
Boarding				
Dogs, Cats & Other	Per Day	\$ 6.00	\$ 6.00	
Small Livestock	Per Day	\$ 8.00	\$ 8.00	
Large Livestock	Per Day	\$ 11.00	\$ 11.00	
Other Small Animals	Per Day	\$ 5.00	\$ 5.00	
Special handling fee	Per Animal	\$ 20.00	\$ 21.00	
(Special handling relates to call that require additional Animal Control Officers or extraordinary circumstances such as badly decomposed, owned, deceased animals or transportation to a Veterinarian for sick/injured animals.)				
Re-inspection Fee	Per Inspection	\$ 50.00	\$ 51.00	
(Failed compliance on confinement/property inspections)				

## Section 4 - Financial & Administrative Services

<u>Animal Services</u>		<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>on Proposed Changes to</u>
Licensing					
	Dog (altered)				
		1 year	Each	\$ 15.00	\$ 15.00
		2 year	Each	\$ 25.00	\$ 26.00
		3 year	Each	\$ 32.00	\$ 33.00
	Dog (unaltered)				
		1 year	Each	\$ 50.00	\$ 51.00
		2 year	Each	\$ 80.00	\$ 82.00
		3 year	Each	\$ 100.00	\$ 103.00
	Potentially Dangerous/Vicious Economic Hardship* (altered only)		Each	\$ 100.00	\$ 103.00
			Each	\$ 6.00	\$ 6.00
*Residents must provide proof that they earn 65% of the median income as set by HUD for the County of Riverside.					
	Late Fee		Each	\$ 19.00	\$ 20.00
	Transfer Fee		Each	\$ 6.00	\$ 6.00
	Lost Tag Replacement		Each	\$ 6.00	\$ 6.00
Kennel					
	Class I Dog				
		1 year	Each	\$ 130.00	\$ 134.00
		2 year	Each	\$ 191.00	\$ 196.00
	Class II Dog				
		1 year	Each	\$ 196.00	\$ 201.00
		2 year	Each	\$ 254.00	\$ 261.00
	Cattery				
		1 year	Each	\$ 130.00	\$ 134.00
		2 year	Each	\$ 191.00	\$ 196.00
	Late Fee			\$ 62.00	\$ 64.00
Other Services					
	Dog DA2PP Vaccination *		Each	\$ 10.00	\$ 10.00
	Cat FVRCP Vaccination **		Each	\$ 10.00	\$ 10.00
	<b>Bordatella Vaccination</b>		<b>Each</b>	<b>\$ -</b>	<b>\$ 10.00</b> NEW
	Microchip (Owner to pay AKC registration fee)		Each	\$ 16.00	\$ 16.00

\* DA2PP Vaccination- Distemper, Adeno-2, Parvo and Oanfluenza (commonly known as a 5 in 1 )

\*\* FVRCP Vaccination - Feline Viral Rhinotracheitus (FHV-1), Calicivirus and Panleukopenia (commonly known as a 4 in 1)

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## Section 4 - Financial & Administrative Services

### Animal Services

	Unit	Fee	Proposed Fee	on Proposed Changes to
Trap Rental Cat	Trap Rental Refundable Deposit	per Week	\$ 12.00 \$ 50.00	No Change No Change
Dog	Trap Rental Refundable Deposit	per Week	\$ 20.00 \$ 150.00	No Change No Change
Requests for Information	per Page	\$ 0.20	\$ -	
Pet Identification Tags	Each	\$5.50 - \$7.50		
<b>Surcharges</b>				
Unlicensed Animal	Each	\$ 15.00	\$ 15.00	
Un-altered Animal	Each	\$ 15.00	\$ 15.00	
Out-of-area Service Request (for non-residents)	Each	\$ 25.00	\$ 26.00	
Un-altered Kennel/Cattery	Each	\$ 51.00	\$ 52.00	
Owner Field Service Request	Each	\$ 15.00	\$ 15.00	
After Hours Emergency Field Response	Each	\$ 20.00	\$ 21.00	

Municipal Code Reference	Violation	Offenses within a 36 month period		
		1st	2nd	3rd
10.02.020 A	Failure to License Dog/Wear License Tag	\$50.00	\$100.00	\$200.00
10.02.020 B	Failure to Vaccinate for Rabies	\$50.00	\$100.00	\$200.00
10.02.040	Failure to License Kennel/Cattery	\$100.00	\$200.00	\$500.00
10.02.130 A-G	Animal Cruelty-Minor Offense	\$100.00	\$200.00	\$500.00
10.02.130 A-G	Animal Cruelty-Major Offense	\$200.00	\$500.00	
10.02.090 N	Animal Abandonment	\$100.00	\$200.00	\$500.00
10.02.080 A,B	Animal at Large-Altered	\$50.00	\$100.00	\$200.00
10.02.080 A,B	Animal at Large-Unaltered	\$100.00	\$200.00	\$500.00
10.02.080 E	Animal at Large-Threat to Public Safety	\$200.00	\$500.00	\$500.00 (plus removal from City*)
10.02.100	Failure to Provide Proof of Spay/Neuter (spay/neuter deposit forfeited)	\$150.00		
10.02.160	Failure to Comply with Public Nuisance Remedial Requirements	\$100.00	\$200.00	\$500.00
10.02.240-270	Failure to Comply with Requirements for Potentially Dangerous or Vicious Animals	\$500.00	\$500.00	(plus removal from City*)
10.02.120	Failure to Quarantine/Produce the Animal/Concealing Information	\$100.00	\$200.00	\$500.00
10.02.110	Barking Dog	\$100.00	\$200.00	\$500.00
10.02.140 C,D	Interference with ACE or Tampering with Animal/Equipment	\$100.00	\$200.00	\$500.00
10.02.010	Failure to Pay for Services Rendered or Outstanding Fees	\$50.00	(plus outstanding balance)	
H&S 122335	Dog Tethering Violation	\$50.00	\$100.00	\$200.00
H&S 122125- 122220	Violation of Pet Protection Act (Businesses/Commercial Breeding)	\$50.00	\$200.00	\$500.00

\* 10.20.160 B.8 Public Nuisance-Prohibit or regulate the acquiring and keeping within the city specified animals for a period of up to five years.

## Section 4 - Financial & Administrative Services

	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Financial Operations</u></b>				
Annual City Budget	Each	\$10.00	\$10.00	Also available on City website
Comprehensive Annual Financial Report (CAFR)	Each	\$10.00	\$10.00	Also available on City website

The Annual City Budget and the CAFR are also available on the City's website at the following links:

Budget [http://www.moval.org/city\\_hall/departments/admin/budgetoffice.shtml](http://www.moval.org/city_hall/departments/admin/budgetoffice.shtml)

CAFR [http://www.moval.org/city\\_hall/departments/admin/financial-ops.shtml](http://www.moval.org/city_hall/departments/admin/financial-ops.shtml)

### **Treasury Operations**

Collection of Returned Check	Each	\$31.00	\$32.00	
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#### **Business License**

Application	Jan 1, 2012 thru Dec 31, 2012	per License	\$57.00	\$59.00
	Jan 1, 2013 thru Dec 31, 2013	per License	\$59.00	
Vehicle Tag		per Tag	\$6.00	\$6.00
License for Farmers Market at Towngate Mall		Per Vendor Per Day	\$5.00	\$5.00
License for single day events		Per Vendor Per Day	\$5.00	\$5.00
(Note: Licenses for single day events must be reviewed and approved by the Financial & Administrative Services Director)				
Reprint of License		Each	\$5.00	\$5.00
Business Listing		Each	\$20.00	\$20.00
Photo Identification Card		Each	\$5.00	\$5.00

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## Section 5 - Fire

<u>Pre-Development</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Changes to Fees</u>
Annexation Agreement	Deposit	\$ 94.00	\$ 94.00	
Community Care Facility (Pre-inspection)				
25 or less		\$ 50.00	\$ 50.00	State Mandated
26 or more		\$ 100.00	\$ 100.00	State Mandated
Revised Tentative Parcel Map		\$ 430.00	\$ 442.00	
Fuel Modification Plan		\$ 101.00	\$ 104.00	
Fire Protection Plan		\$ 330.00	\$ 339.00	
Alternate methods and materials		\$ 101.00	\$ 104.00	
3rd review and subsequent submittals		\$ 101.00	\$ 104.00	
OTC/Misc Plan Review		\$ 101.00	\$ 104.00	

### Architectural / Development

#### Plan Check and Inspections

	<u>Unit</u>	<u>Plan Check</u>		<u>Inspection</u>	
		<u>Fee</u>	<u>Proposed Fee</u>	<u>Fee</u>	<u>Proposed Fee</u>
A-1 <=10,000 SF		\$ 630.00	\$ 647.00	\$ 606.00	\$ 622.00
A-1 > 10,000 SF		\$ 782.00	\$ 803.00	\$ 808.00	\$ 830.00
A-2, 2.1 <= 10,000 SF		\$ 530.00	\$ 544.00	\$ 505.00	\$ 519.00
A-2, 2.1 > 10,000 SF		\$ 682.00	\$ 700.00	\$ 707.00	\$ 726.00
A-3 <= 10,000 SF		\$ 530.00	\$ 544.00	\$ 557.00	\$ 572.00
A-3 >10,000 SF		\$ 630.00	\$ 647.00	\$ 606.00	\$ 622.00
A-4 <= 5000 SF		\$ 429.00	\$ 441.00	\$ 505.00	\$ 519.00
A-4 > 5000 SF		\$ 481.00	\$ 494.00	\$ 557.00	\$ 572.00
A-5<=5000 SF		\$ 416.00	\$ 427.00	\$ 490.00	\$ 503.00
A-5>5000 SF		\$ 467.00	\$ 480.00	\$ 539.00	\$ 554.00
A TI 0-5000 SF		\$ 329.00	\$ 338.00	\$ 404.00	\$ 415.00
A TI 5001 - 25,000 SF		\$ 429.00	\$ 441.00	\$ 505.00	\$ 519.00
A TI > 25,001 SF		\$ 530.00	\$ 544.00	\$ 557.00	\$ 572.00
B 0-5000 SF		\$ 177.00	\$ 182.00	\$ 236.00	\$ 242.00
B 5001 - 50,000 SF		\$ 277.00	\$ 284.00	\$ 404.00	\$ 415.00
B >50,000 SF		\$ 378.00	\$ 388.00	\$ 557.00	\$ 572.00
B TI 0-5000 SF		\$ 153.00	\$ 157.00	\$ 209.00	\$ 215.00
B TI 5001 - 50,000 SF		\$ 202.00	\$ 207.00	\$ 304.00	\$ 312.00
B TI >50,000 SF		\$ 277.00	\$ 284.00	\$ 378.00	\$ 388.00
E-1,2 0-2000 SF (private schools only)		\$ 227.00	\$ 233.00	\$ 354.00	\$ 364.00
E-1,2 2001 - 20,000 SF (private schools only)		\$ 277.00	\$ 284.00	\$ 404.00	\$ 415.00
E-1,2 > 20,000 SF (private schools only)		\$ 429.00	\$ 441.00	\$ 481.00	\$ 494.00
E-1,2 TI 0-2000 SF (private schools only)		\$ 101.00	\$ 104.00	\$ 209.00	\$ 215.00
E-1,2 TI 2001 - 20,000 SF (private schools only)		\$ 153.00	\$ 157.00	\$ 236.00	\$ 242.00
E-1,2 TI > 20,000 SF (private schools only)		\$ 202.00	\$ 207.00	\$ 261.00	\$ 268.00

## Section 5 - Fire

### Plan Check and Inspections (Cont)

Unit	Plan Check		Inspection		
	Fee	Proposed Fee	Fee	Proposed Fee	
E-3 0-1000 SF (private schools only)	\$ 127.00	\$ 130.00	\$ 209.00	\$ 215.00	
E-3 1001 - 20,000 SF (private schools only)	\$ 227.00	\$ 233.00	\$ 429.00	\$ 441.00	
E-3 > 20,000 SF (private schools only)	\$ 277.00	\$ 284.00	\$ 481.00	\$ 494.00	
E-3 TI 0-1000 SF (private schools only)	\$ 101.00	\$ 104.00	\$ 184.00	\$ 189.00	
E-3 TI 1001 - 20,000 SF (private schools only)	\$ 127.00	\$ 130.00	\$ 209.00	\$ 215.00	
E-3 TI > 20,000 SF (private schools only)	\$ 153.00	\$ 157.00	\$ 236.00	\$ 242.00	
F,M,S 0-5000 SF	\$ 227.00	\$ 233.00	\$ 354.00	\$ 364.00	
F,M,S 5001 - 12,500 SF	\$ 329.00	\$ 338.00	\$ 404.00	\$ 415.00	
F,M,S 12,501 - 100,000 SF	\$ 378.00	\$ 388.00	\$ 505.00	\$ 519.00	
F,M,S > 100,000 SF	\$ 429.00	\$ 441.00	\$ 606.00	\$ 622.00	
F,M,S TI 0-5000 SF	\$ 153.00	\$ 157.00	\$ 236.00	\$ 242.00	
F,M,S TI 5001 - 12,500 SF	\$ 177.00	\$ 182.00	\$ 304.00	\$ 312.00	
F,M,S TI 12,501 - 100,000 SF	\$ 227.00	\$ 233.00	\$ 329.00	\$ 338.00	
F,M,S TI > 100,000 SF	\$ 277.00	\$ 284.00	\$ 354.00	\$ 364.00	
H-1,2,3, 7 0-1000 SF	\$ 329.00	\$ 338.00	\$ 378.00	\$ 388.00	
H-1,2,3, 7 1001- 2,500 SF	\$ 378.00	\$ 388.00	\$ 404.00	\$ 415.00	
H-1,2,3, 7 2,501 - 10,000 SF	\$ 481.00	\$ 494.00	\$ 505.00	\$ 519.00	
H-1,2,3, 7 > 10,000 SF	\$ 606.00	\$ 622.00	\$ 606.00	\$ 622.00	
H-1,2,3, 7 TI 0-1000 SF	\$ 227.00	\$ 233.00	\$ 329.00	\$ 338.00	
H-1,2,3, 7 TI 1001- 2,500 SF	\$ 277.00	\$ 284.00	\$ 354.00	\$ 364.00	
H-1,2,3, 7 TI 2,501 - 10,000 SF	\$ 329.00	\$ 338.00	\$ 378.00	\$ 388.00	
H-1,2,3, 7 TI > 10,000 SF	\$ 378.00	\$ 388.00	\$ 404.00	\$ 415.00	
H-4,5,6 0-1000 SF	\$ 253.00	\$ 260.00	\$ 378.00	\$ 388.00	
H-4,5,6 1001- 2,500 SF	\$ 354.00	\$ 364.00	\$ 404.00	\$ 415.00	
H-4,5,6 2,501 - 10,000 SF	\$ 455.00	\$ 467.00	\$ 455.00	\$ 467.00	
H-4,5,6 > 10,000 SF	\$ 581.00	\$ 597.00	\$ 505.00	\$ 519.00	
H-4,5,6 TI 0-1000 SF	\$ 202.00	\$ 207.00	\$ 329.00	\$ 338.00	
H-4,5,6 TI 1001- 2,500 SF	\$ 253.00	\$ 260.00	\$ 354.00	\$ 364.00	
H-4,5,6 TI 2,501 - 10,000 SF	\$ 304.00	\$ 312.00	\$ 378.00	\$ 388.00	
H-4,5,6 TI > 10,000 SF	\$ 354.00	\$ 364.00	\$ 404.00	\$ 415.00	
L-0-1,000 SF	\$ 319.00	\$ 328.00	\$ 365.00	\$ 375.00	
L-1,001-2,500 SF	\$ 367.00	\$ 377.00	\$ 392.00	\$ 403.00	
L-2,501-10,000 SF	\$ 467.00	\$ 480.00	\$ 490.00	\$ 503.00	
L->10,000 SF	\$ 588.00	\$ 604.00	\$ 588.00	\$ 604.00	
L-T.I. 0-1,000 SF	\$ 220.00	\$ 226.00	\$ 319.00	\$ 328.00	
L-T.I. 1,001-2,500 SF	\$ 269.00	\$ 276.00	\$ 343.00	\$ 352.00	
L-T.I. 2,501-10,000 SF	\$ 319.00	\$ 328.00	\$ 367.00	\$ 377.00	
L-T.I. >10,000 SF	\$ 367.00	\$ 377.00	\$ 392.00	\$ 403.00	
I Occupancies	Deposit	\$ 350.00	\$ 350.00	\$ 398.00	\$ 409.00
R-1, 2 0-5000 SF	\$ 227.00	\$ 233.00	\$ 329.00	\$ 338.00	
R-1, 2 5001 - 25,000 SF	\$ 277.00	\$ 284.00	\$ 354.00	\$ 364.00	
R-1, 2 >25,001 SF	\$ 329.00	\$ 338.00	\$ 404.00	\$ 415.00	
R-3 Model 1-5 homes	\$ 177.00	\$ 182.00	\$ 236.00	\$ 242.00	

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**Section 5 - Fire**

**Plan Check and Inspections (Cont)**

	Unit	Plan Check		Inspection	
		Fee	Proposed Fee	Fee	Proposed Fee
R-3 Model > 6 homes		\$ 227.00	\$ 233.00	\$ 285.00	\$ 293.00
R-3 Custom (1-2 units)		\$ 153.00	\$ 157.00	\$ 228.00	\$ 234.00
U - Occupancy		\$ 153.00	\$ 157.00	\$ 202.00	\$ 207.00
Shell 0-50,000 SF		\$ 1,010.00	\$ 1,037.00	\$ 884.00	\$ 908.00
Shell > 50,000 SF	Deposit	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
High-rise (4 floors or greater)	Deposit	\$ 350.00	\$ 350.00	\$ 362.00	\$ 362.00

Occupancy Classifications	
A	Facilities for Assemblies
B	Professional or Service Facilities
E	Educational Facilities
F	Factory and Industrial (non H)
H	Factory and Industrial (high fire, explosion or health hazard)
I	Hospitals, Nursing Homes
L	Laboratories
M	Sale of Merchandise
R	Hotels, Apartments and Congregate Residences
S	Storage (non hazardous)
U	Garages, Carports, Sheds and Agricultural Buildings

**Fire Development**

**Development Plan Check and Inspection**

	Unit	Plan Check		Inspection	
		Fee	Proposed Fee	Fee	Proposed Fee
Sprinkler System New 1-100 heads		\$ 228.00	\$ 234.00	\$ 532.00	\$ 546.00
Sprinkler System New > 100 heads		\$ 356.00	\$ 366.00	NA	NA
Sprinkler System New 101-300 heads		NA	NA	\$ 582.00	\$ 598.00
Sprinkler System New 301-700 heads		NA	NA	\$ 634.00	\$ 651.00
Sprinkler System New > 700 heads		NA	NA	\$ 684.00	\$ 702.00
Sprinkler TI 1-10 heads		\$ 153.00	\$ 157.00	\$ 228.00	\$ 234.00
Sprinkler TI 11-50 heads		\$ 177.00	\$ 182.00	\$ 430.00	\$ 442.00
Sprinkler TI 51-100 heads		\$ 228.00	\$ 234.00	\$ 482.00	\$ 495.00
Sprinkler TI > 100 heads		\$ 253.00	\$ 260.00	\$ 532.00	\$ 546.00
Alarm New 1-10 Initiating Devices with notification		\$ 153.00	\$ 157.00	\$ 330.00	\$ 339.00
Alarm New 11-50 Initiating Devices with notification		\$ 228.00	\$ 234.00	\$ 356.00	\$ 366.00
Alarm New 51-100 Initiating Devices with notification		\$ 279.00	\$ 287.00	\$ 405.00	\$ 416.00
Alarm New > 100 Initiating Devices with notification		\$ 330.00	\$ 339.00	\$ 482.00	\$ 495.00
Alarm TI 1-10 Initiating Devices with notification		\$ 128.00	\$ 131.00	\$ 279.00	\$ 287.00
Alarm TI 11-50 Initiating Devices with notification		\$ 153.00	\$ 157.00	\$ 305.00	\$ 313.00
Alarm TI 51-100 Initiating Devices with notification		\$ 203.00	\$ 208.00	\$ 356.00	\$ 366.00
Alarm TI > 100 Initiating Devices with notification		\$ 279.00	\$ 287.00	\$ 405.00	\$ 416.00
ESFR	per Riser	\$ 153.00	\$ 157.00	\$ 75.00	NA
Underground Sprinkler	per Riser	\$ 228.00	\$ 234.00	\$ 616.00	\$ 633.00
Underground Hydrant		\$ 177.00	\$ 182.00	\$ 616.00	\$ 633.00
Underground Combo Up to 4 Connections		\$ 330.00	\$ 339.00	\$ 692.00	\$ 711.00
Aboveground Hydrant		\$ 253.00	\$ 260.00	\$ 506.00	\$ 520.00



## Section 5 - Fire

### Development Plan Check and Inspection (Cont)

	Unit	Plan Check		Inspection	
		Fee	Proposed Fee	Fee	Proposed Fee
Residential Sprinkler 13R Family 1-2 units		\$ 228.00	\$ 234.00	\$ 506.00	\$ 520.00
Residential Sprinkler 13D Single Family 1-2 units		\$ 177.00	\$ 182.00	\$ 506.00	\$ 520.00
Residential Sprinkler 13R Multi Family up to 4 stories	per System	\$ 305.00	\$ 313.00	\$ 634.00	\$ 651.00
Hood and Duct	per System	\$ 153.00	\$ 157.00	\$ 210.00	\$ 216.00
Fire Pump	per Pump	\$ 279.00	\$ 287.00	\$ 279.00	\$ 287.00
Standpipes		\$ 380.00	\$ 390.00	\$ 287.00	\$ 295.00
Special Extinguishing Systems		\$ 177.00	\$ 182.00	NA	NA
Vapor Recovery Special Equipment		\$ 153.00	\$ 157.00	NA	NA
Medical Gases Special System		\$ 177.00	\$ 182.00	\$ 184.00	\$ 189.00
Industrial Gases Special System		\$ 228.00	\$ 234.00	\$ 287.00	\$ 295.00
Liquefied Petroleum Gases Special System > 500 gal		\$ 228.00	\$ 234.00	\$ 337.00	\$ 346.00
Tank/Piping Installation	per Tank	\$ 237.00	\$ 243.00	\$ 237.00	\$ 243.00
Tank/Piping Removal	per Tank	\$ 160.00	\$ 164.00	\$ 279.00	\$ 287.00
Ovens, industrial baking or drying per oven, furnace or kiln Special Equip. (New Construction)		\$ 128.00	\$ 131.00	\$ 184.00	\$ 189.00
Smoke Control		\$ 228.00	\$ 234.00	\$ 337.00	\$ 346.00
Dust Collection Special Equipment		\$ 153.00	\$ 157.00	\$ 184.00	\$ 189.00
Hazmat Storage		\$ 279.00	\$ 287.00	\$ 287.00	\$ 295.00
High Piled/Solid Piled Storage Class III, IV, High Hazard		\$ 330.00	\$ 339.00	\$ 439.00	\$ 451.00
Racking System		\$ 380.00	\$ 390.00	\$ 439.00	\$ 451.00
Regulated Refrigeration per system		\$ 153.00	\$ 157.00	\$ 287.00	\$ 295.00
Miscellaneous Industrial Equipment Install		\$ 153.00	\$ 157.00	\$ 184.00	\$ 189.00
FPE Technical Report Major Review		\$ 430.00	\$ 442.00	NA	NA
FPE Technical Report Minor Review		\$ 228.00	\$ 234.00	NA	NA
Spray Booth Inspection		NA	NA	\$ 287.00	\$ 295.00
Foam/Liquid System Inspection		NA	NA	\$ 337.00	\$ 346.00
Dry Chemical System Inspection		NA	NA	\$ 237.00	\$ 243.00
CO2 System Inspection		NA	NA	\$ 237.00	\$ 243.00
Inert Gas System Inspection		NA	NA	\$ 237.00	\$ 243.00
FM200 Clean Agent System		NA	NA	\$ 237.00	\$ 243.00
Adult Care Facility Inspection		NA	NA	\$ 380.00	\$ 390.00
Child Care Facility Inspection		NA	NA	\$ 380.00	\$ 390.00
Residential Care Facilities 1 - 6		NA	NA	\$ 356.00	\$ 366.00
Residential Care Facilities >6	per Story	NA	NA	\$ 145.00	\$ 149.00
K-12 Public School Inspection		NA	NA	\$ 192.00	\$ 197.00
K-12 Private School Inspection		NA	NA	\$ 430.00	\$ 442.00
High-rise Inspection	per Hour	NA	NA	\$ 101.00	\$ 104.00
Asbestos removal		NA	NA	\$ 237.00	\$ 243.00
Work without Approval or Permit		NA	NA	\$ 203.00	\$ 208.00
Inspection following Failure to Maintain Fire Protection Systems		NA	NA	\$ 203.00	\$ 208.00
Fire Prevention Inspection/Re-inspection/Phasing		NA	NA	\$ 144.00	\$ 148.00

## Section 5 - Fire

	Unit	Plan Check		Inspection	
		Fee	Proposed Fee	Fee	Proposed Fee
<b><u>Renewable Permit Fees</u></b>					
Aerosol Products		\$ 227.00	\$ 233.00	\$ 64.00	\$ 66.00
Aircraft Refueling Vehicles		\$ 177.00	\$ 182.00	\$ 89.00	\$ 91.00
Automobile Wrecking Yard		\$ 177.00	\$ 182.00	\$ 190.00	\$ 195.00
Battery System		\$ 227.00	\$ 233.00	\$ 64.00	\$ 66.00
Candles and Open Flame in Assembly Occupancy Areas		\$ 127.00	\$ 130.00	\$ 64.00	\$ 66.00
Cellulose Nitrate Film		\$ 127.00	\$ 130.00	\$ 64.00	\$ 66.00
Cellulose Nitrate Storage		\$ 177.00	\$ 182.00	\$ 190.00	\$ 195.00
Combustible fiber Storage		\$ 177.00	\$ 182.00	\$ 190.00	\$ 195.00
Combustible materials Storage		\$ 177.00	\$ 182.00	\$ 190.00	\$ 195.00
Commercial Rubbish Handling Operation		\$ 177.00	\$ 182.00	\$ 190.00	\$ 195.00
Compressed Gases		\$ 202.00	\$ 207.00	\$ 190.00	\$ 195.00
Cryogenes		\$ 202.00	\$ 207.00	\$ 190.00	\$ 195.00
Dry Cleaning Plant		\$ 227.00	\$ 233.00	\$ 291.00	\$ 299.00
Dust-Producing Operations		\$ 127.00	\$ 130.00	\$ 89.00	\$ 91.00
Explosives or Blasting agents, Use or Transportation		\$ 277.00	\$ 284.00	\$ 316.00	\$ 325.00
Flammable or Combustible Liquids pipelines, store, handle, use		\$ 277.00	\$ 284.00	\$ 291.00	\$ 299.00
High Piled/Solid Piled Combustible Storage Class I, II		\$ 75.00	\$ 77.00	\$ 140.00	\$ 144.00
Hot Works Operations		\$ 127.00	\$ 130.00	\$ 64.00	\$ 66.00
Liquefied Petroleum Gases store, use, handle, dispense-Plan Check 125-500 gals		\$ 75.00	\$ 77.00	\$ 140.00	
Ovens - Industrial Baking or drying		\$ 75.00	\$ 77.00	\$ 89.00	
Places of Assembly		\$ 177.00	\$ 182.00	\$ 64.00	
Refrigeration Equipment		\$ 75.00	\$ 77.00	\$ 89.00	
Repair Garages		\$ 153.00	\$ 157.00	\$ 89.00	\$ 91.00
Spraying or Dipping		\$ 75.00	\$ 77.00	\$ 64.00	\$ 66.00
Wood Products		\$ 75.00	\$ 77.00	\$ 89.00	\$ 91.00
Motor Vehicle fuel dispensing		\$ 75.00	\$ 77.00	\$ 89.00	\$ 91.00
Tire Storage		\$ 177.00	\$ 182.00	\$ 89.00	\$ 91.00
Lumber Yard		\$ 177.00	\$ 182.00	\$ 190.00	\$ 195.00
Fireworks, manufacture, compound, store		\$ 329.00	\$ 338.00	\$ 291.00	\$ 299.00
Fruit ripening		\$ 177.00	\$ 182.00	\$ 89.00	\$ 91.00
Magnesium Working		\$ 177.00	\$ 182.00	\$ 89.00	\$ 91.00
Radioactive materials		\$ 329.00	\$ 338.00	\$ 190.00	\$ 195.00

**Section 5 - Fire**

**Activity Permits**

	Fee	Proposed Fee
Bowling pin or alley refinishing	\$ 160.00	\$ 164.00
Candles and open flames in assembly areas	\$ 160.00	\$ 164.00
Carnivals and fairs	\$ 237.00	\$ 243.00
Explosives or blasting agents, use, dispose	\$ 337.00	\$ 346.00
Fireworks, displays	\$ 312.00	\$ 320.00
Hot works operations	\$ 160.00	\$ 164.00
Liquefied petroleum gases, install containers	\$ 237.00	\$ 243.00
Liquid or gas fueled vehicles or equipment in assembly areas	\$ 210.00	\$ 216.00
Mall, covered	\$ 210.00	\$ 216.00
Open Burning	\$ 160.00	\$ 164.00
Parade floats (per event)	\$ 237.00	\$ 243.00
Pyrotechnical special effects material / model rockets	\$ 337.00	\$ 346.00
Temporary membrane structures, tents and canopies	\$ 287.00	\$ 295.00
Christmas Tree sales	\$ 160.00	\$ 164.00
Pumpkin Patch	\$ 160.00	\$ 164.00
Haunted Houses	\$ 160.00	\$ 164.00
Hazardous Area Fire Permit	\$ 312.00	\$ 320.00
Miscellaneous Activity Permit	\$ 153.00	\$ 153.00

**Post Development**

**Fire and Life Safety Inspection**

	Unit	Fee	Proposed Fee
Annual inspection (includes one re-inspection)		\$ 153.00	\$ 157.00
2nd re-inspection		\$ 305.00	\$ 313.00
3rd and subsequent re-inspections		\$ 457.00	\$ 469.00
Fire Watch Inspection	per Hour	\$ 101.00	\$ 104.00
Fire Hydrant Inspection		\$ 101.00	\$ 104.00

**Fire Inspection**

State Mandated		\$ 89.00	\$ 89.00
Community Care Facility			
25 or less (not including elderly 1-6)		\$ 89.00	\$ 89.00 State Mandated
26 or more		\$ 134.00	\$ 134.00 State Mandated
Special Event		\$ 89.00	\$ 89.00
Miscellaneous Post Development Inspection		\$ 89.00	\$ 89.00

**Records Request**

Photographs, color print (4"x6")		\$ 5.00	\$ 5.00
Fire Incident Reports (paid to County of Riverside)		\$ 19.00	\$ 20.00

**Fire Inspection Reports (up to 8 1/2"x14")**

First 10 pages	per Report	\$ 6.00	\$ 6.00
Additional pages	per Page	\$ 1.00	\$ 1.00

**Section 5 - Fire**

**Hourly Rates**

	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>
Fire Marshal		\$ 140.00	
Deputy Fire Marshal		\$ 105.00	
Fire Safety Specialists		\$ 106.00	The fully-burdened wage rate including overhead; not to exceed actual City costs.
Fire Safety Inspector		\$ 106.00	
Overtime		Position time + 50%	
Consultant Fire Plan Review		Actual Consultant Cost +	20% Admin Fee

**Other Fees**

**False Alarm**

	<u>Unit</u>	<u>Fee</u>	
Residential		\$ 100.00	\$ 100.00
Commercial		\$ 200.00	\$ 200.00

Fire Permit Issuance Fee		\$ 21.00	\$ 22.00
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**Hazard Reduction Inspection**

This fee will be assessed to all parcels defined as open space land and where legally permitted. Any fees associated with failure to comply and fire department ordered abated land will be pursued separately from this inspection fee. This fee will be collected as part of the annual property tax bill through the County of Riverside.

Parcels < 1 acre		\$ 50.00	\$ 50.00
Parcels 1 acre to < 5 acres		\$ 75.00	\$ 75.00
Parcels > 5 acres		\$ 100.00	\$ 100.00

Hazard Reduction Abatement Administrative Fee		\$ 240.00	\$ 240.00
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Hazard Reduction Abatement Cost Recovery		Actual cost charged by the City's abatement contractor.	
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## Section 5 - Fire

<u>Office of Emergency Management and Volunteer Services</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<del>CPR Training</del>	<del>per Class</del>	<del>\$ 65.00</del>	<del>\$ 65.00</del>	DELETED
Community Emergency Response (CERT)	per Class	\$ 15.00	\$ 15.00	
<u><del>On-Line Registration Processing Fee (This fee is charged by the on-line provider)</del></u>				
<del>On-Line Registration has no applicable category association:</del>				
<del>—Transactions &lt; \$150</del>				
<del>—Percentage of Transaction cost plus</del>		<del>6.50% *</del>	<del>6.50% *</del>	DELETED
<del>—Fixed Fee per Transaction</del>		<del>\$ 0.50 *</del>	<del>\$ 0.50 *</del>	DELETED
<del>—Transactions from \$150 to \$500</del>				
<del>—Percentage of Transaction cost plus</del>		<del>3.50%</del>	<del>3.50%</del>	DELETED
<del>—Fixed Fee per Transaction</del>		<del>\$ 5.00</del>	<del>\$ 5.00</del>	DELETED
<del>—Transactions over \$500</del>				
<del>—Percentage of Transaction cost plus</del>		<del>2.50%</del>	<del>2.50%</del>	DELETED
<del>—Fixed Fee per Transaction</del>		<del>\$ 10.00</del>	<del>\$ 10.00</del>	DELETED
<del>* \$2.00 minimum</del>				

## Section 6 - Parks and Community Services

### Library

	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Replacement Library Card	Each	\$ 2.00	\$ 2.00	
Inter-Library Loan Overdue	per Day	\$ 2.00	\$ 2.00	
<del>Reserve Materials Overdue</del>	<del>per Day</del>	<del>\$ 2.00</del>		DELETE
Floppy Disks (blank)	Each	\$ 1.00	\$ 1.00	
<b>Flash Drives &amp; Earbuds</b>	<b>Each</b>		<b>Actual Cost</b>	NEW
Replacement Bar Code	Each	\$ 1.00	\$ 1.00	
Account Printout	per Page	\$ 0.20	\$ 0.20	
Printing - Black & White	per Page	\$ 0.20	\$ 0.20	
Printing - Color	per Page	\$ 0.75	\$ 0.75	
Copies - Black & White	per Page	\$ 0.15	\$ 0.15	
<b><u>Faxes</u></b>				
Send/Receive Public Faxes - Local	per Page	\$ 1.00	\$ 1.00	
Domestic Long Distance Faxes	per Page	\$ 2.00	\$ 2.00	
International Long Distance Faxes	per Page	\$ 3.00	\$ 3.00	
Exam Proctoring	per Exam	\$ 15.00	\$ 15.00	
Lost Materials	per Item	Actual Cost +	Actual Cost +	
Lost Material Processing	per Item*	\$ 10.00	\$ 10.00	
* Except for uncataloged paperbacks, no processing fee				
<b><u>Fines</u></b>				
<b><u>Overdue Books</u></b>				
Adult	per Item per Day	\$ 0.50	\$ 0.50	
Children	per Item per Day	\$ 0.25	\$ 0.25	
Overdue Videos, Kits & Book Club Bags	per Item per Day	\$ 1.00	\$ 1.00	
Overdue CDs	per Item per Day	\$ 0.50	\$ 0.50	
Overdue Audiocassettes	per Item per Day	\$ 0.50	\$ 0.50	

## Section 6 - Parks and Community Services

<u>Parks</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Plan Check Fees (1 - 3 submittals)</u></b>				
Project Cost:				
\$0-\$20,000		3.50%	3.50%	
\$20,001-\$100,000		3.25%	3.25%	
> \$100,000		3.00%	3.00%	
4th and subsequent submittals		\$ 140.00	\$ 140.00	
<b><u>Revisions</u></b>				
Minor (detail changes only)		\$ 256.00	\$ 256.00	
Major		Same as initial submittal		
<b><u>Inspection and Testing</u></b>				
Project Cost:				
\$0-\$20,000		7.00%	7.00%	
\$20,001-\$100,000		6.00%	6.00%	
> \$100,000		5.00%	5.00%	
<b>Research of Records, Files, etc</b>		Actual City Cost	Actual City Cost	
<b><u>Penalty Fees</u></b>				
Inspection and Testing Work in the right-of-way or park without encroachment permit or written agreement with Parks and Community Services	per Offense	\$ 561.00	plus actual damages	\$ 561.00 plus actual damages
Applicant's failure to schedule inspection prior to performing work	per Offense	\$ 112.00		\$ 112.00
Applicant's failure to attend or be prepared for a scheduled inspection	per Offense	\$ 112.00		\$ 112.00

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## Section 6 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
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### Recreation Programs

*Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.*

#### Adult Sports (18 Years or Older)

Category 4 includes Adult Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Program Registration Fee		Per Program	\$ 2.00	\$ 2.00
Basketball League *	Category 4	Per Team	\$ 300.00	\$ 300.00
Basketball Open Play **	Category 4	Per Person	\$ 3.00	\$ 3.00
Bowling Class and League	Category 4	Per Person	\$ 78.00 - 85.00	\$ 78.00 - 85.00
Father's Day Over-The-Line Softball Tournament *	Category 4	Per Team	\$ 65.00 - 100.00	\$ 65.00 - 100.00
Flag Football League *	Category 4	Per Team	\$ 300.00	\$ 300.00
Flag Football Tournament *	Category 4	Per Team	\$ 150.00 - 200.00	\$ 150.00 - 200.00
Official's Clinic	Category 4	Per Person	\$ 15.00	\$ 15.00
Protest Fee	Category 4	Per Team	\$ 25.00	\$ 25.00
Softball League - Competitive *	Category 4	Per Team	\$ 345.00	\$ 345.00
Softball League - Non-Competitive *	Category 4	Per Team	\$ 260.00	\$ 260.00
Softball Tournament *	Category 4	Per Team	\$ 185.00 - 310.00	\$ 185.00 - 310.00
Tennis Tournament *	Category 4	Per Person	\$ 20.00 - 50.00	\$ 20.00 - 50.00
Volleyball League *	Category 4	Per Team	\$ 260.00	\$ 260.00
Volleyball Tournament *	Category 4	Per Team	\$ 175.00 - 225.00	\$ 175.00 - 225.00
Volleyball Open Play **	Category 4	Per Person	\$ 3.00	\$ 3.00
New Program	Category 4	Per Person	\$ Cost Recovery	\$ Cost Recovery
Cancellation /Transfer Fee	Category 4	Per Person	20%	20%
* Denotes Fee for Late Registration	Category 4	Per Team	\$ 18.00	\$ 18.00

\*\* Excludes Program Registration Fee

#### Adult Contract Classes (18 Years or Older)

Category 5 includes Adult Contract Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.

Program Registration Fee		Per Program	\$ 2.00	\$ 2.00
Belly Dancing For Fun and Fitness	Category 5	Per Person	\$ 32.00 - 45.00	\$ 32.00 - 45.00
Boxing	Category 5	Per Person	\$ 60.00 - 80.00	\$ 60.00 - 80.00
Bryan's Dog Training	Category 5	Per Person	\$ 65.00 - 75.00	\$ 65.00 - 75.00
Kung Fu Art of Self-Defense	Category 5	Per Person	\$ 65.00 - 85.00	\$ 65.00 - 85.00
Yoga - 1 Day	Category 5	Per Person	\$ 36.00 - 50.00	\$ 36.00 - 50.00
Cancellation /Transfer Fee	Category 5	Per Person	20%	20%
New Adult Contract Classes	Category 5	Per Person	Full Cost Recovery	Full Cost Recovery



## Section 6 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
<b>Youth Sports</b>					
Category 6 includes Youth Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.					
Program Registration Fee		Per Program	\$ 2.00	\$ 2.00	
Basketball League * #	Category 6	Per Person	\$ 65.00 - 86.00	\$ 65.00 - 86.00	
Basketball Pee Wee * #	Category 6	Per Person	\$ 50.00	\$ 50.00	
Sports Camp #	Category 6	Per Person	\$ 60.00-110.00	\$ 60.00-110.00	
Flag Football League * #	Category 6	Per Person	\$ 59.00	\$ 59.00	
Middle School Sports Program #	Category 6	Per Person	\$ 25.00	\$ 25.00	
Spudball * #	Category 6	Per Person	\$ 50.00	\$ 50.00	
Tennis Lessons #	Category 6	Per Person	\$ 37.00-65.00	\$ 37.00-65.00	
Pee Wee Flag Football #	Category 6	Per Person	\$ 50.00	\$ 50.00	
General Sports Skills Contests #	Category 6	Per Person	Cost Recovery	Cost Recovery	
Open Play Basketball / Volleyball # **	Category 6	Per Person	\$ 1.00	\$ 1.00	
Jr. Basketball #	Category 6	Per Person	\$ 60.00	\$ 60.00	
New Youth Sports Programs #	Category 6	Per Person	Cost Recovery	Cost Recovery	
Cancellation /Transfer Fee	Category 6	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 6	Per Person	\$ 5.00-10.00	\$ 5.00-10.00	
** Excludes Program Registration Fee					
# Denotes Family Discount available. See note below.					

### Youth/Teen Activities and Programs

Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.

Program Registration Fee		Per Program	\$ 2.00	\$ 2.00	
Breakfast with Santa #	Category 7	Per Person	\$ 6.00 - 10.00	\$ 6.00 - 10.00	
Bunny Brunch #	Category 7	Per Person	\$ 6.00 - 10.00	\$ 6.00 - 10.00	
Holiday Chef #	Category 7	Per Person	\$ 8.00 - 10.00	\$ 8.00 - 10.00	
Holiday Craft #	Category 7	Per Person	\$ 8.00 - 10.00	\$ 8.00 - 10.00	
Camp * (Weekly) #	Category 7	Per Person	\$ 85.00	\$ 85.00	
Spring Chef Workshop #	Category 7	Per Person	\$ 8.00 - 10.00	\$ 8.00 - 10.00	
Spring Craft #	Category 7	Per Person	\$ 8.00 - 10.00	\$ 8.00 - 10.00	
Time for Tots - 2 Days (2 Weeks) #	Category 7	Per Person	\$ 40.00	\$ 40.00	
<del>Time for Tots - 4 Days (2 Weeks) #</del>	<del>Category 7</del>	<del>Per Person</del>	<del>\$ 52.00</del>	<del>\$ 52.00</del>	NEW
<del>Time for Tots -- 3 Days (2 Weeks) #</del>	<del>Category 7</del>	<del>Per Person</del>	<del>\$ 45.00</del>	<del>\$ 45.00</del>	DELETE
<del>Time for Tots -- 5 Days (2 Weeks) #</del>	<del>Category 7</del>	<del>Per Person</del>	<del>\$ 65.00</del>	<del>\$ 65.00</del>	DELETE
<del>Babysitting (hourly)</del>	<del>Category 7</del>	<del>Per Person</del>	<del>\$ 3.00</del>	<del>\$ 3.00</del>	DELETE
T-Shirts **	Category 7	Per Shirt	\$ 10.00	\$ 10.00	
Sunshine Social #	Category 7	Per Person	\$ 20.00	\$ 20.00	
Bowling Class/League #	Category 7	Per Person	\$ 50.00 - 65.00	\$ 50.00 - 65.00	
New Youth/Teen Activities and Programs #	Category 7	Per Person	Cost Recovery	Cost Recovery	
Cancellation /Transfer Fee	Category 7	Per Person	20%	20%	
* Denotes Fee for Late Registration	Category 7	Per Person	\$ 5.00	\$ 5.00	

\*\* Excludes Program Registration Fee

# Denotes Family Discount available. See note below.

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## Section 6 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
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**# -FAMILY DISCOUNT**

A family discount applies when siblings are registered in the same program. The family discount only applies to non-contract programs as identified with an #. The following family discount rates apply:

- 1st child = Full rate
- 2nd Child = Receives a 15% discount
- 3rd Child += Receives a 10% discount

**Youth/Teen Classes**

Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.

Program Registration Fee		Per Program	\$ 2.00	\$ 2.00	
Ballet Folklorico - Youth	Category 7	Per Person	\$ 22.00 - 35.00	\$ 22.00 - 35.00	
Boxing - Youth	Category 7	Per Person	\$ 60.00 - 70.00	\$ 60.00 - 70.00	
Drawing for Kids - Youth	Category 7	Per Person	\$ 30.00 - 40.00	\$ 30.00 - 40.00	
Hip Hop Jazz	Category 7	Per Person	\$ 32.00 - 45.00	\$ 32.00 - 45.00	
Instant Piano	Category 7	Per Person	\$ 25.00 - 35.00	\$ 25.00 - 35.00	
Golf Clinic - Youth	Category 7	Per Person	\$ 42.00 - 55.00	\$ 42.00 - 55.00	
Kickboxing - Teen	Category 7	Per Person	\$ 70.00	\$ 70.00	
Kung Fu Art of Self Defense - Youth	Category 7	Per Person	\$ 42.00 - 55.00	\$ 42.00 - 55.00	
Salsa/Latin Dance - Teen	Category 7	Per Person	\$ 55.00 - 85.00	\$ 55.00 - 85.00	
Cancellation /Transfer Fee	Category 7	Per Person	20%	20%	
New Youth/Teen Contract Classes	Category 7	Per Person	Cost Recovery	Cost Recovery	

**Senior Programs**

Category 1 includes Senior Programs provided by outside agencies at no charge to the participant, and there is no direct cost to the City. All indirect costs will be subsidized by the City.

Bingo	Category 3	Per Person	\$ 1.00 = 2 Cards add Cards = \$.50 ea	\$ 1.00 = 2 Cards add Cards = \$.50 ea	
Breakfast, Lunch, Pizza, Picnic	Category 3	Per Person	Cost Recovery	Cost Recovery	
Bunco	Category 3	Per Person	\$ 2.00	\$ 2.00	
Dances	Category 3	Per Person	\$ 8.00	\$ 8.00	
Line Dancing	Category 11	Per Person	Contracted	Contracted	
Swap Meet	Category 3	Per Table	\$ 5.00	\$ 5.00	
New Senior Contract Program - Administered by Contract	Category 11	Per Person	Contracted	Contracted	
New Senior Program Provided by Outside Agencies	Category 1	Per Person	\$ 0	\$ 0	
New Senior Program Assisted by City Staff	Category 3	Per Person	Cost Recovery	Cost Recovery	
New Senior Programs Assisted By Volunteers	Category 2	Per Person	\$ 0	\$ 0	
Trips / Tours - Administered by Contract	Category 11	Per Person	Contracted	Contracted	

## Section 6 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
<b>Special Events</b>					
Category 8 includes Family and Community Seasonal Non-Fee Programs approved and directed by City Council to seek potential private sector sponsorship for programs in this category to cover direct program cost where possible. This may include charging a fee					
Program Registration Fee		Per Program	\$ 2.00	\$ 2.00	
Easter Egg Hunt	Category 8	Per Person	FREE	FREE	
Fourth of July Parade Entry **	Category 8	Per Entry	\$ 30.00	\$ 30.00	
Fourth of July Parade Vendor **	Category 8	Per Booth	\$ 50.00	\$ 50.00	
Fourth of July Festival Arts & Crafts Booth **	Category 8	Per Booth	\$ 75.00	\$ 75.00	
Fourth of July Festival Food Booth (Commercial) **	Category 8	Per Booth	\$ 250.00	\$ 250.00	
Fourth of July Festival Food Booth (Non-Profit) **	Category 8	Per Booth	\$ 150.00	\$ 150.00	
Fourth of July Festival Service Info Booth (Non-Profit) **	Category 8	Per Booth	\$ 25.00	\$ 25.00	
Fourth of July Food Booth Deposit **	Category 8	Per Booth	\$ 50.00	\$ 50.00	
Youth Fest	Category 8	Per Booth	FREE	FREE	
Artober Fest	Category 8	Per Booth	\$ 15.00 - 25.00	\$ 15.00 - 25.00	
Art au Soleil	Category 8	Per Booth	\$ 15.00-25.00	\$ 15.00 - 25.00	
Wine & Art Show	Category 8	Per Booth	\$	\$ 15.00 - 25.00	NEW
** Excludes Program Registration Fee					

### **On-Line Registration Processing Fee (This fee is charged by the on-line provider)**

On-Line Registration has no applicable category association.

Transactions < \$150					
Percentage of Transaction cost plus			6.50% *	6.50%	
Fixed Fee per Transaction			\$ 0.50 *	\$ 0.50	
Transactions from \$150 to \$500					
Percentage of Transaction cost plus			3.50%	3.50%	
Fixed Fee per Transaction			\$ 5.00	\$ 5.00	
Transactions over \$500					
Percentage of Transaction cost plus			2.50%	2.50%	
Fixed Fee per Transaction			\$ 10.00	\$ 10.00	

\* \$2.00 minimum

## Section 6 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
<b><u>Park Reservations</u></b>					
<i>Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.</i>					
<b><u>Athletic Field Reservation</u></b>					
Non-Profit Youth Groups per field	N/A	2 Hour min.	\$ 2.00	\$ 2.00	
Adult Non-Profit Groups and Unorganized Group Play per field	N/A	Per Hour	\$ 5.00	\$ 5.00	
Adult & Youth Sports play by Private Groups	N/A	Per Hour	\$ 10.00	\$ 10.00	
Organized Commercial (For Profit) Groups (per field)	N/A	Per Hour	\$ 50.00	\$ 50.00	
Field Preparation - not included - cost recovery of staff overtime	N/A	Per Hour	\$ 50.00	\$ 50.00	
Cancellation /Transfer Fee	N/A	N/A	20%	20%	
<b><u>Athletic Field Lighting</u></b>					
All Users	N/A	Per Hour	\$ 15.00	\$ 15.00	
<b><u>Snack Bar (4 Hours or Less Play)</u></b>					
Moreno Valley Youth and Non-Profit Groups	N/A	Per Day	\$ 20.00	\$ 20.00	
Moreno Valley Youth and Non-Profit Groups	N/A	Per Evening *	\$ 10.00	\$ 10.00	
Cleaning Deposit Fee (required for all groups)	N/A	Per Rental	\$ 125.00	\$ 125.00	
Key Deposit (required for all groups)	N/A	Per Group	\$ 25.00	\$ 25.00	
<i><sup>2</sup> Evening hours 4:00 p.m. to 10:00 p.m.</i>					
<b><u>Storage Unit Rental</u></b>					
Storage Units	N/A	Per Month	\$ 35.00	\$ 35.00	
<b><u>Over 4 Hour Play</u></b>					
Field Reservation/Non-Profit (First field preparation included.)	N/A	Per Field	\$ 100.00	\$ 100.00	
Field Reservation/ Private Group (First field preparation included.)	N/A	Per Field	\$ 175.00	\$ 175.00	
<del>Staff on Standby (minimum 2 hours)</del>	<del>N/A</del>	<del>Per Hour</del>	<del>\$ 50.00</del>	<del>\$ 50.00</del>	DELETE
Field Preparation - Weekday-Cost Recovery	N/A	Per Field	\$ 50.00	\$ 75.00	
<del>Field Preparation --Weekend--Cost Recovery</del>	<del>N/A</del>	<del>Per Field</del>	<del>\$ 110.00</del>	<del>\$ 110.00</del>	DELETE
Mound Drop and Removal	N/A	Per Event	\$ 175.00- 300.00	\$ 175.00- 300.00	
Admission Gate (Pre-Approved by Director)	N/A	Per Event	25% of gate	25% of gate revenue	
Snackbar Cleaning Deposit Fee (required for all groups)	N/A	Per Event	\$ 200.00	\$ 200.00	
Snackbar	N/A	Per Day	\$ 50.00	\$ 50.00	
Vendor Fee	N/A	Per Event	\$ 100.00	\$ 100.00	
Facility Deposit	N/A	N/A	\$ 100.00	\$ 100.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	
Gate Admission Must be Pre-Approved by Director Per Event					

## Section 6 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
<b><u>Park Fees</u></b>					
Park Reservation for Special Events	N/A	Per Day	\$ 50.00	\$ 50.00	
Park Reservation for Park Area	N/A	Per Day	\$ 25.00	\$ 25.00	
Picnic Shelter Small (1-2 Tables)	N/A	Per Day	\$ 37.00	\$ 37.00	
Picnic Shelter Medium (3-6 Tables)	N/A	Per Day	\$ 80.00	\$ 80.00	
Picnic Shelter Large (Over 6 Tables)	N/A	Per Day	\$ 156.00	\$ 156.00	
Cleaning/Security Deposit	N/A	Per Day	\$ 75.00	\$ 75.00	
Special Event Permit	N/A	Per Day	\$ 207.00	\$ 207.00	
Cancellation/Transfer Fee	N/A	N/A	20%	20%	
Electrical Use		Per Day	\$ 35.00	\$ 35.00	
<b><u>Valley Skate Park and Soccer Arena</u></b>					
<del>Skate Park Membership fee per year</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$ 20.00</del>	<del>\$ 20.00</del>	<del>DELETE</del>
<del>Skate Park Member Session entry fee</del>	<del>N/A</del>	<del>Youth</del>	<del>\$ 2.00</del>	<del>\$ 1.00</del>	<del>DELETE</del>
		<del>Adult</del>	<del>\$ 4.00</del>	<del>\$ 3.00</del>	<del>DELETE</del>
<del>Non-member Session entry fee</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$ 4.00-5.00</del>	<del>\$ 2.00-4.00</del>	<del>DELETE</del>
<del>Package Protective Gear Rental</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$ 5.00</del>	<del>\$ 5.00</del>	<del>DELETE</del>
Helmet Rental	N/A	Per Person	\$ 3.00	\$ 3.00	
Helmet Deposit (ID Required or \$20 Deposit)	N/A	Per Person	\$ 20.00	\$ 20.00	
<del>Knee Pad Rental</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$ 2.00</del>	<del>\$ 2.00</del>	<del>DELETE</del>
<del>Elbow Pad Rental</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$ 2.00</del>	<del>\$ 2.00</del>	<del>DELETE</del>
Instructional Clinics/Lessons Per Session	N/A	Per Person	\$ 5.00-20.00	\$ 5.00-20.00	
<del>Hockey Rink Rental</del>	<del>N/A</del>	<del>Per Hour</del>	<del>\$ 75.00</del>	<del>\$ 75.00</del>	<del>DELETE</del>
<del>Open Skate &amp; Puck and Stick Session (Roller Hockey Rink)</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$ 2.00-4.00</del>	<del>\$ 2.00-4.00</del>	<del>DELETE</del>
<del>Roller Hockey Youth League</del>	<del>N/A</del>	<del>Per Person</del>	<del>\$ 89.00</del>	<del>\$ 89.00</del>	<del>DELETE</del>
<del>Roller Hockey Adult League</del>	<del>N/A</del>	<del>Per Team</del>	<del>\$ 1,000.00</del>	<del>\$ 1,000.00</del>	<del>DELETE</del>
<del>School District Rink Rental</del>	<del>N/A</del>	<del>Per Team</del>	<del>Cost Recovery for Staff</del>	<del>Cost Recovery for Staff</del>	<del>DELETE</del>
<b>Skate Park and Arena Soccer Session Entry Fee</b>					
Youth	NA	Per Session		\$ 2.00	NEW
Adult	NA	Per Session		\$ 4.00	NEW
Soccer Arena Rental	NA	Per Hour		\$ 5.00-50.00	NEW
<b>Arena Soccer League</b>					
Youth	NA	Per Team		\$ 50.00-100.00	NEW
Adult	NA	Per Team		\$ 300.00-500.00	NEW
Lights	NA	Half Hour		\$ 7.50	NEW
School District Arena Rental	NA	Per Team		\$ Cost Recovery for Staff	NEW

## Section 6 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	Proposed Fee	Comments on Proposed Changes to Fees
<b>Golf Course</b>					
Adult - 18 Holes (Mon. - Fri.)	N/A	Per Person	\$ 11.00	\$ 11.00	
Adult - 9 Holes (Mon. - Fri.)	N/A	Per Person	\$ 8.00	\$ 8.00	
Seniors 55 & Over - 18 Holes (Mon. - Fri.)	N/A	Per Person	\$ 9.00	\$ 9.00	
Seniors 55 & Over - 9 Holes (Mon. - Fri.)	N/A	Per Person	\$ 6.50	\$ 6.50	
Students Under 18 - 18 Holes (Mon. - Fri.)	N/A	Per Person	\$ 9.00	\$ 9.00	
Students Under 18 - 9 Holes (Mon. - Fri.)	N/A	Per Person	\$ 6.50	\$ 6.50	
18 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	\$ 14.00	\$ 14.00	
9 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	\$ 9.50	\$ 9.50	
Monthly Cards: Seniors (Mon.-Fri.) Unlimited Play	N/A	Per Person	\$ 65.00	\$ 65.00	
Monthly Cards: Juniors (Mon.-Fri.) Unlimited Play	N/A	Per Person	\$ 65.00	\$ 65.00	
Monthly Cards: Adults (Mon.-Fri.) Unlimited Play	N/A	Per Person	\$ 90.00	\$ 90.00	
Monthly Cards: Family of 4 (Mon.-Fri.) Unlimited Play	N/A	Per Group	\$ 170.00	\$ 170.00	
Punch Cards: Seniors = Ten 9-Hole Rounds	N/A	Per Card	\$ 50.00	\$ 50.00	
Punch Cards: Adults = Ten 9-Hole Rounds	N/A	Per Card	\$ 75.00	\$ 75.00	
Punch Cards: Juniors = Ten 9-Hole Rounds	N/A	Per Card	\$ 50.00	\$ 50.00	
Youth After School Cards = 3 months (Local schools + up to 17 yrs old) M - F = 3 pm until dusk	N/A	Per Person	\$ 90.00	\$ 90.00	
Cart Rental	N/A	Per Cart	\$ 2.50	\$ 2.50	
Club Rental	N/A	Per Set	\$ 5.00	\$ 5.00	
Locker Rentals = with Monthly Card	N/A	Per Person	\$ 5.00	\$ 5.00	
Locker Rentals = without Monthly Card	N/A	Per Person	\$ 10.00	\$ 10.00	

## Section 6 - Parks and Community Services

### Facility Rental

#### Senior Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Fee	Proposed Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Banquet Room	4 hours	Monday through Thursday (with Kitchen)	Per Hour	\$ 10.00	\$ 10.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	\$ 20.00	\$ 20.00
		Banquet Room	2 hours	Friday through Sunday (with Kitchen)	Per Hour	\$ 20.00	\$ 20.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	\$ 35.00	\$ 35.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	-	-
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	-	-
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	-	-
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	-	-
Service/Facility fees may apply							Service/Facility fees may apply
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Banquet Room	4 hours	Monday through Thursday	Per Hour	\$ 45.00	\$ 45.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	\$ 90.00	\$ 90.00
		Banquet Room	2 hours	Friday through Sunday	Per Hour	\$ 100.00	\$ 100.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	\$ 175.00	\$ 175.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	\$ 55.00	\$ 55.00
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	\$ 40.00	\$ 40.00
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	\$ 45.00	\$ 45.00
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	\$ 30.00	\$ 30.00
Service/Facility fees may apply							Service/Facility fees may apply
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Banquet Room	4 hours	Monday through Thursday	Per Hour	\$ 100.00	\$ 100.00
		Banquet Room with Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	\$ 175.00	\$ 175.00
		Banquet Room	2 hours	Friday through Sunday	Per Hour	\$ 175.00	\$ 175.00
		Banquet Room with Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	\$ 300.00	\$ 300.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	\$ 125.00	\$ 125.00
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	\$ 68.00	\$ 68.00
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	\$ 100.00	\$ 100.00
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	\$ 58.00	\$ 58.00
Service/Facility fees may apply							Service/Facility fees may apply

Service/Facility	Current Fee	Proposed Fee
Refundable Cleaning / Security Deposit	\$ 300.00	\$ 300.00
Setup / Reset Charge (if applicable)	\$ 75.00	\$ 75.00
Main Kitchen (Only)	\$ 100.00	\$ 100.00
Cleaning	\$130.00 - \$150.00	\$130.00 - \$150.00
Decorating	Per Hour \$ 25.00	\$ 25.00
Overtime Staff Charge	Per Hour Cost Recovery	Cost Recovery
Staff Time	Per Hour \$20.00 - \$30.00	\$20.00 - \$30.00
Security Services	Per Hour \$20.00 - \$25.00	\$20.00 - \$25.00
False Fire / Police Alarm penalty (per each false alarm)	Per False Alarm \$ 200.00	\$ 200.00
False Alarm - Fire penalty	Per False Alarm \$ 28.00	\$ 28.00
False Alarm - Police penalty	Per Hour \$ 150.00	\$ 150.00
Insurance	Cost Recovery	Cost Recovery
Cancellation Fee	\$ 300.00	\$ 300.00

#### RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

## Section 6 - Parks and Community Services

### Towngate Community Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	\$ 15.00	\$ 15.00
			4 hours	Friday through Sunday	Per Hour	\$ 15.00	\$ 15.00
Service/Facility fees may apply							
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	\$ 60.00	\$ 60.00
			4 Hours	Friday through Sunday	Per Hour	\$ 70.00	\$ 70.00
Service/Facility fees may apply							
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	\$ 80.00	\$ 80.00
			4 Hours	Friday through Sunday	Per Hour	\$ 90.00	\$ 90.00
Service/Facility fees may apply							
Group 4	Resident of Renaissance Park Housing Development	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	\$ 25.00	\$ 25.00
				First two hours			
			4 Hours	Friday through Sunday	Per Hour	\$ 18.00	\$ 18.00
				First two hours			
Service/Facility fees may apply							

Service/Facility	Unit	Current Fee	Proposed Fee
Refundable Security Deposit	Per Hour	\$ 200.00	\$ 200.00
Setup/Reset Charge (if applicable)		\$ 25.00	\$ 25.00
Cleaning Fee		\$130.00 - \$150.00	\$130.00 - \$150.00
Cancellation Fee		\$ 200.00	\$ 200.00
Staff Regular Time	Per Hour	\$20.00 - \$30.00	\$20.00 - \$30.00
Staff Overtime		Cost Recovery	Cost Recovery
Decorating	Per Hour	\$ 25.00	\$ 25.00
Set-up Time and Tear Down of Event	Per Hour	\$ 25.00	\$ 25.00
False Alarm - Fire	Per Alarm	\$ 200.00	\$ 200.00
False Alarm - Police	Per Alarm	\$ 28.00	\$ 28.00
Unscheduled Program Use	Per Hour	\$ 100.00	\$ 100.00
Security Services	Per Hour	\$20.00 - \$25.00	\$20.00 - \$25.00

#### RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.



## Section 6 - Parks and Community Services

### Conference and Recreation Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee
Group 1	City sponsored/conducted events	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 25.00	\$ 25.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 25.00	\$ 25.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Friday evening beginning at 5:00 pm and Sunday	Per Hour	\$ 250.00	\$ 250.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Saturday	Per Hour	\$ 300.00	\$ 300.00
		Alessandro Room	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 12.00	\$ 12.00
		Alessandro Room	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 12.00	\$ 12.00
		Dance Studio	2 Hours	Monday through Sunday	Per Hour	\$ 12.00	\$ 12.00
		Gymnasium	2 Hours	Monday through Sunday	Per Hour	\$ 12.00	\$ 12.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	\$ 25.00	\$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	\$ 25.00	\$ 25.00
Service/Facility fees may apply							Service/Facility fees may apply
2	Federal, State, County and Educational Institutions.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 144.00	\$ 144.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 144.00	\$ 144.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 250.00	\$ 250.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	\$ 300.00	\$ 300.00
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 300.00	\$ 300.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	\$ 350.00	\$ 350.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 50.00	\$ 50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 25.00	\$ 25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	\$ 20.00	\$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 50.00	\$ 50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 25.00	\$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	\$ 25.00	\$ 25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 30.00	\$ 30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 45.00	\$ 45.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 50.00	\$ 50.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 25.00	\$ 25.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	\$ 40.00	\$ 40.00
Service/Facility fees may apply							
Group 3	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities. - Proof of residency may be required.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 160.00	\$ 160.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 210.00	\$ 210.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 250.00	\$ 250.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	\$ 300.00	\$ 300.00
		Grand Valley Ballroom with small patio-attendance under 200	3 Hours	Saturday	Per Hour	\$ 250.00	\$ 250.00
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 300.00	\$ 300.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	\$ 350.00	\$ 350.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 50.00	\$ 50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 25.00	\$ 25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	\$ 20.00	\$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 50.00	\$ 50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 25.00	\$ 25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	\$ 25.00	\$ 25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 30.00	\$ 30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 45.00	\$ 45.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 50.00	\$ 50.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 25.00	\$ 25.00

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## Section 6 - Parks and Community Services

### Conference and Recreation Center (Cont.)

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee	Proposed Fee	
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	\$ 40.00	\$ 40.00	
		Service/Facility fees may apply						Service/Facility fees may apply
Group 4	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 200.00	\$ 200.00	
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 250.00	\$ 250.00	
		Grand Valley Ballroom with small patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 350.00	\$ 350.00	
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	\$ 400.00	\$ 400.00	
		Grand Valley Ballroom with small patio - Long Term Rental (2 to 12 months)	3 Hours	Saturday	Per Hour	\$ 160.00	\$ 160.00	
		Grand Valley Ballroom with large patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 350.00	\$ 350.00	
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	\$ 400.00	\$ 400.00	
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 75.00	\$ 75.00	
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 40.00	\$ 40.00	
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	\$ 20.00	\$ 20.00	
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 75.00	\$ 75.00	
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 40.00	\$ 40.00	
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	\$ 40.00	\$ 40.00	
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 75.00	\$ 75.00	
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 110.00	\$ 110.00	
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 100.00	\$ 100.00	
Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 50.00	\$ 50.00			
Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	\$ 40.00	\$ 40.00			
		Service/Facility fees may apply						Service/Facility fees may apply

Service/Facility	Unit	Current Fee	Proposed Fee
Grand Valley Ballroom Refundable Security Deposit for Groups 3 and 4		\$200.00 - \$750.00	\$200.00-\$750.00
Grand Valley Ballroom Refundable Security Deposit for Group 2 (Dependent on Event Liability)		\$0	
Alessandro Room Refundable Security Deposit		\$ 100.00	\$ 100.00
Frank E. Brown Room Refundable Security Deposit		\$ 100.00	\$ 100.00
Dance Studio Refundable Security Deposit		\$250.00 - \$500.00	\$250.00 - \$500.00
Gymnasium Refundable Security Deposit		\$250.00 - \$500.00	\$250.00 - \$500.00
Grand Valley Ballroom Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.	Per Hour	\$ 31.00	\$ 31.00
Alessandro Room Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.	Per Hour	\$ 25.00	\$ 25.00
Scoreboard and Controller	Per Day	\$ 20.00	\$ 20.00
Extended Facility Use			
Entire Gymnasium	Per Hour	\$ 100.00	\$ 100.00
Half Gymnasium	Per Hour	\$ 50.00	\$ 50.00
Grand Valley Ballroom	Per Hour	\$ 450.00	\$ 450.00
False Alarm - Fire	Per Alarm	\$ 200.00	\$ 200.00
False Alarm - Police	Per Alarm	\$ 28.00	\$ 28.00
Cleaning Fee		\$200.00 - \$230.00	\$200.00 - \$230.00
Unscheduled Program Use	Per Hour	\$ 100.00	\$ 100.00
Insurance		Cost Recovery	Cost Recovery
Decorating	Per Hour	\$ 31.00	\$ 31.00
Audio Visual Technician	Per Hour	\$35.00 - \$45.00	\$35.00 - \$45.00
Staff Time	Per Hour	\$20.00 - \$30.00	\$20.00 - \$30.00
Staff Overtime (per hour)		Cost Recovery	Cost Recovery
Security Services	Per Hour/Per Guard	\$20.00 - \$25.00	\$20.00 - \$25.00

**Section 6 - Parks and Community Services**

**Conference and Recreation Center (Cont.)**

<b>Equipment Rental</b>	<b>Current Fee</b>	<b>Proposed Fee</b>
TV/VCR/DVD	\$25	\$25
Coffee Pot (12 cup)	\$6	\$6
Coffee Pot (55 cup)	\$20	\$20
Coffee Pot (100 cup)	\$40	\$40
Linen Rental	\$5	\$5
AV Projector	\$25	\$25
Overhead Projector	\$20	\$20
Microphone (cordless)	\$25	\$25
Deluxe Sound System (small system available at no charge)	\$100	\$100
Dance Floor - 500 sq.ft. thru 1000 sq. ft. (includes set-up)	\$200	\$200
Easel	\$10	\$10
Flags	No charge	No charge
Gymnasium Floor Covering		\$1,300
Platform Lights		\$100.00 - \$200.00
Portable Bar	\$50	\$50
Projection Screen	No charge	No charge
Podium with microphone	No charge	No charge

NEW  
NEW

- \* Tables and chairs are included in the room rental fee.
- \* Replacement fee will be assessed if equipment is damaged or destroyed.
- \* Fees are subject to cost recovery charges.
- \* Linens, cutlery, decorations, and patio furniture are not included with the room rental fee.
- \* Rental equipment fees are subject to change without notice.

**RECIPROCAL ARRANGEMENTS**

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

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## Section 6 - Parks and Community Services

### Mobile Stage Unit

Categories	Mandatory Staff Fee		Refundable Cleaning Deposit	Unit	Current Fee	Proposed Fee
	Stage Unit with Platforms (3 staff)	(2 staff)				
<b>Category I</b>	Cost Recovery	Cost Recovery				
			No Charge		No Charge	No Charge
<b>Category II</b>						
Within Moreno Valley City Boundaries	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 135.00	\$ 135.00
Boundaries Outside of Moreno Valley	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 575.00	\$ 575.00
<b>Category III</b>						
	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 125.00	\$ 125.00
<b>Category IV</b>						
	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 335.00	\$ 335.00
<b>Category V</b>						
Within boundaries of Moreno Valley	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 560.00	\$ 560.00
Outside of boundaries of Moreno Valley	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 600.00	\$ 600.00

CATEGORY DEFINITIONS	
<b>Category I:</b>	Parks and Community Services Department, City sponsored and/or city co-sponsored events.
<b>Category II:</b>	Other governmental agencies (city, county, federal or state) and educational institutions (school districts).
<b>Category III:</b>	A Moreno Valley based non-profit service organization that holds monthly meetings within the City of Moreno Valley's city boundaries. Organization must have a City of Moreno Valley mailing address. Organization's primary purpose must be charity, youth development, cultural enrichment, or civic improvement; and must show proof of non-profit status (Section 501(c)(3) and 501(c)(4) of Internal Revenue Code). Organization must show a viable organizational structure including with the application a listing of board officers' names, addresses and telephone numbers.
<b>Category IV:</b>	Moreno Valley businesses located within the City of Moreno Valley's city boundaries.
<b>Category V:</b>	Non-Moreno Valley based businesses and non-profit organizations.

#### MOBILE STAGE UNIT MISCELLANEOUS INFORMATION

DIMENSIONS Stage When Extended	
Interior Length	36'
Interior Depth	13', 6"
<b>Body of Mobile Stage Unit</b>	
Width	8 feet
Length	40', 45' hitch
Height of Back Wall	92" or 7'-8"
<b>Platforms</b>	
Extra Stage - Total of 9 Each	4' X 8'

#### AMENITIES INCLUDED IN MOBILE STAGE UNIT COST

Skirting around mobile stage unit

Generator

#### OPTIONAL AMENITIES

Sound System available at an additional cost of \$50.00 per day plus \$100.00 refundable security / deposit.

Sound System include Amplifier - Includes 8 Channels

Two (2) Large speakers with stands

Two (2) microphones with stands

Tape deck

**Section 6 - Parks and Community Services**

**Equestrian Center**

User Group	Classification		Current Fee		Proposed Fee
Group 1	City sponsored/conducted events, non-profit organizations, governmental agencies (Federal, State, County) and Educational Institutions with reciprocal arrangements (defined below).		\$ 0	*	\$ 0
Group 2	City of Moreno Valley resident (proof of residency may be required), resident non-profit organization (proof of residency may be required), governmental agencies (Federal, State, County) and Education Institutions.		\$ 100.00	*	\$ 100.00
Group 3	Moreno Valley commercial groups - social activities.	Per Day	\$ 125.00	*	\$ 125.00
Group 4	Non-Resident, non-profit, (proof of non-profit status may be required).	Per Day	\$ 125.00	*	\$ 125.00
Group 5	Resident, commercial use for profit.	Per Day	\$ 125.00	*	\$ 125.00
Group 6	Non-Resident, commercial use for profit.	Per Day	\$ 125.00	*	\$ 125.00

\* Service/Facility Use Fees may apply

**SERVICE / FACILITY USE FEES**

Service / Facility	Current Fee	Proposed Fee
Refundable Security Deposit	\$ 300.00	\$ 300.00
Tractoring Fee (if applicable), each	\$ 100.00	\$ 100.00
Standby Tractoring Fee	\$ 50.00	\$ 50.00
Water Key Deposit	\$ 25.00	\$ 25.00
Lighting	\$ 15.00	
Cancellation	\$ 25.00	\$ 25.00
Staff Overtime (per hour)	Cost Recovery	Cost Recovery

**RECIPROCAL ARRANGEMENTS**

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

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## Section 7 - Police

	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
ABC Letter (Alcohol Beverage Control Letter)	Each	\$ 19.00	\$ 20.00	
<b><u>Administrative Citations</u></b>				
1st Offense		\$ 100.00 MC 1.01.230	\$ 100.00	
2nd Offense		\$ 200.00 MC 1.01.230	\$ 200.00	
3rd Offense		\$ 500.00 MC 1.01.230	\$ 500.00	
Bingo Permit	Annual	\$ 50.00 Fee set by PC 326.5/Ord 611 11.50.050	\$ 50.00	
Certification of Police Records	Each	\$ 5.00	\$ 5.00	
Clearance Letter	Each	\$ 10.00 GC6253(b)	\$ 10.00	
Citation Sign-off for Non-Resident	Each	\$ 15.00 GC26746.1	\$ 15.00	
Concealed Weapons Permit	Processed by the Riverside County Sheriff's Department			
Explosive Permit (fingerprinting)	See Fingerprinting: Live Scan			
False Alarm Response				
Burglary	per Occurrence	\$ 30.00	\$ 31.00	
Robbery	per Occurrence	\$ 120.00	\$ 123.00	
Fingerprinting (Live Scan)				
Processing through DOJ and FBI	per Set	\$ 51.00 Fee set by DOJ and FBI	\$ 51.00	
Processing through DOJ	per Set	\$ 32.00 Fee set by DOJ	\$ 32.00	
Processing fee	per Set	\$ 10.00 PC 13300(e)	\$ 10.00	
Juvenile Daytime Curfew Ordinance Police Service Fee (plus fine amount)		\$ 30.00 MC 11.05.080	\$ 30.00	
Photographs				
Photographs: Traffic Collisions (3"x5" or 8"x10")*	Each	\$ 21.00	\$ 22.00	
Color Copy of Digital Photo	Each	\$ 5.00	\$ 5.00	
Mug Shot/Booking Photo	Each	\$ 5.00	\$ 5.00	

## Section 7 - Police

	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Police Services at Public Event				
Police Sergeant	per Hour	\$ 95.37 Fully burdened City cost per contract	\$ 95.37	Fully burdened City cost per contract
Police Officer	per Hour	\$ 70.67 Fully burdened City cost per contract	\$ 70.67	Fully burdened City cost per contract
Community Services Officer	per Hour	\$ 48.35 Fully burdened City cost per contract	\$ 48.35	Fully burdened City cost per contract
Reports				
Collision and Crime	up to 10 pages	\$ 5.00	\$ 5.00	
	each additional page	\$ 0.20	\$ 0.20	
Repossession Fee				
		\$ 15.00 Fee set by GC26751 & GC41612	\$ 15.00	
Second Hand Dealers License				
State Initial License		\$ 195.00 Bus & Prof Code 21641	\$ 195.00	
Renewal		\$ 12.00 Bus & Prof Code 21642	\$ 12.00	
Fingerprinting (Live Scan)		\$ 32.00 Fee set by DOJ	\$ 32.00	
Live Scan processing fee		\$ 10.00 PC 13300(e)	\$ 10.00	
Security Clearance Information Act (SCIA) - Local Records Check				
		\$ 5.00 Federal Statute Title 5 Chapter 91 Section 9101	\$ 5.00	
Taxicab				
Application Processing	Annual	\$ 152.00	\$ 156.00	
Taxicab Driver Permit	Annual / per Driver	\$ 11.00	\$ 11.00	
Taxicab Permit	Annual / per Taxicab	\$ 11.00	\$ 11.00	
Fingerprinting/Background Check		See Fingerprinting: Live Scan		
Tow Truck				
Driver Fee	Annual	\$ 24.00	\$ 25.00	
Fingerprinting/Background Check		See Fingerprinting: Live Scan		
Vehicle Release				
		\$ 120.00	\$ 120.00	
Massage				
Appeal Fee (Operator and technician)		\$ 139.00	\$ 143.00	
Application Fee and Renewal		\$ 13.00	\$ 13.00	
Inspection Fee		\$ 135.00	\$ 139.00	
<u>Background Check, Fingerprinting and photo</u>				
Initial		\$ 167.00	\$ 172.00	
Renewal		\$ 67.00	\$ 69.00	
Testing Fee (Operator and technician)		\$ 93.00	\$ 96.00	

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## Section 8 - Public Works

<u>Administration</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Plans and Specification Fee (non-refundable)		Actual cost (\$10 min)	Actual cost (\$10 min)	
Copy of Capital Improvement Plan	Each	Actual City Cost	Actual City Cost	
Self Haul Permit (Solid Waste)	Each	\$ 41.00	\$ 42.00	



## Section 8 - Public Works

### Electric Utility

#### PLAN CHECKING AND INSPECTION/TESTING FEES

Upon submittal of improvement plan(s) for a project's electrical distribution system, line extension facilities and/or structures for plan review, the submittal shall be accompanied with a deposit of an amount equal to 3.25% of the engineer's estimated construction costs for improvements. Prior to second submittal of improvement plans, the City Engineer will approve a final cost for improvements and a plan review fee will be established. From this final fee, the deposit will be deducted. This fee shall be paid prior to the second submittal of the improvement plan(s).

#### Improvement Plans (Total cost of construction)

Off-Site & On-Site 1-3 submittals

First \$20,000

Next \$80,000

Over \$100,000

4th and subsequent submittals per sheet

Fee

Proposed  
Fee

Comments on Proposed  
Changes to Fees

4.00%

4.00%

3.50%

3.50%

3.25%

3.25%

\$248/sheet or as  
directed by City  
Engineer

\$248/sheet or  
as directed by  
City Engineer

#### Revisions (Improvement Plans)

Minor per sheet

Major per sheet (minimum fee)

\$ 261.00

\$ 261.00

\$ 269.00

\$ 269.00

#### Inspection and Testing (Total cost of construction)

Off-Site & On-Site

First \$20,000

Next \$80,000

Over \$100,000

4.00%

4.00%

3.50%

3.50%

3.25%

3.25%

#### RATE SCHEDULE & CHART OF CHARGES AND FEES

The chart of Moreno Valley Electric Utility charges and fees are located in the *City of Moreno Valley Electric Service Rules, Fees and Charges* document. Moreno Valley Electric Utility rates are located in the *Moreno Valley Electric Rates* document. Both documents are approved by the City Council under separate consideration and are available online at [http://www.moval.org/resident\\_services/utilities/rate-tariff.shtml](http://www.moval.org/resident_services/utilities/rate-tariff.shtml) or from the MVU Office.

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**Section 8 - Public Works**

**Maintenance and Operations**

	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Private Residence Tree Removal (Service not available on request; service will only be performed when required as determined by Public Works, Maintenance and Operations Division)	Each	\$ 273.00	\$ 280.00	

## Section 8 - Public Works

<u>Special Districts</u>	<u>Unit</u>	<u>Fee</u>		<u>Proposed Fee</u>		<u>Comments on Proposed Changes to Fees</u>
Miscellaneous Document Preparation, Review, Research, Processing etc	per Hour	\$ 118.00	+ third party expenses	\$ 121.00	+ third party expenses	
Land and Assessment Division Applications						
<del>with amended assessment diagram</del>	per Parcel	\$ 900.00	+	\$ 924.00	+ third party expenses	
<del>without amended assessment diagram</del>	per Parcel	<del>\$ 1,500.00</del>	+	<del>\$ 1,500.00</del>	<del>+ third party expenses</del>	DELETE
		<del>\$ 35.00</del>		<del>\$ 35.00</del>		
Special District Formation Application	Each	\$ 5,000.00		\$ 5,135.00		
Special District Bond Issuance	Each	1% of bond issue	\$50,000 min	1% of bond issue	\$50,000 min	
Special Tax Report	Each	City Cost	\$10 min	City Cost	\$10 min	No Change
Annual Levy Report	Each	City Cost	\$10 min	City Cost	\$10 min	No Change
Parcel Payoff/ Amortization Schedule	per Parcel	\$ 46.00		\$ 46.00		No Change
Note: Bond payoff/amortization schedule information is given to property owners free of charge. Others requesting information will be charged per parcel.						
Fixed Charge Tax Bill Revisions	per Parcel	County Cost		County Cost		No Change
Plans and Specifications (Non-refundable) (Landscape and Street Light documents)		City Cost	\$10 min	City Cost	\$10 min	No Change

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## Section 8 - Public Works

<u>Special Districts</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Mail Ballot / Special Election Processing (includes 2 Council meetings)				
Administrative Fee	per Proceeding	\$ 3,222.00	\$ 3,309.00	
Administrative Fee (CFD Annexations Only)	per Proceeding	\$ 1,753.00	\$ 1,800.00	
Additional/rescheduled Council Meeting	per Meeting	\$ 770.00	\$ 791.00	
Annexation/boundary map preparation	per Map	burdened" rate charge plus expenses. Not to exceed actual City cost.	Actual charge is "fully burdened" rate charge plus expenses. Not to exceed actual City cost.	
<b><u>Landscape Plan Check</u></b>				
Base Fee (7 sheets & 3 total submittals)		\$ 5,996.00	\$ 6,158.00	
Each Additional Sheet & 3 submittals		\$ 840.00	\$ 863.00	
Each Additional submittal	per Sheet	\$ 180.00	\$ 185.00	
<b><u>Landscape Inspection</u></b>				
0-1 Acre		\$ 11,995.00	\$ 12,319.00	
1-1.5 Acres		\$ 13,795.00	\$ 14,167.00	
1.5-2 Acres		\$ 15,593.00	\$ 16,014.00	
2-2.5 Acres		\$ 17,393.00	\$ 17,863.00	
Each additional 1/2 acre > 2.5	per 1/2 acre	\$ 1,798.00	\$ 1,847.00	
Additional Inspections or Re-Inspections	per Hour		\$ 121.00	NEW
<b>Public Works Landscape Design Guidelines</b>	Each	\$ 15.00	\$ 10.00	

## Section 8 - Public Works

<u>Transportation Engineering</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Permit Parking Program</u></b>				
Application Fee	Each	\$ 91.00	\$ 93.00	
<b><u>Special Traffic Count</u></b>				
Daily Directional	per Count	\$ 137.00	\$ 141.00	
Daily Non-Directional	per Count	\$ 68.00	\$ 70.00	
Peak Hour Intersectional	per Count	\$ 48.00	\$ 49.00	
<b><u>Speed Study</u></b>				
Radar		\$ 52.00	\$ 53.00	
Speed Profile (2 tubes, 1 machine)		\$ 192.00	\$ 197.00	
Special Traffic Curb Painting	Deposit	\$ 178.00	\$ 178.00	Actual charge is "fully burdened" rate charge      Actual charge is "fully burdened" rate charge
<b><u>Signs</u></b>				
Miscellaneous Traffic Control Signs (Stop, Yield, Bus Stop, etc)	Each	\$ 273.00	\$ 280.00	
Neighborhood Watch Signs (Installed)	Each	\$ 13.00	\$ 13.00	
Street Name Sign	Each	\$ 410.00	\$ 421.00	

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## Section 8 - Public Works

<u>Transportation Engineering</u>	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
<b><u>Signal Construction Inspection and Turn-on</u></b>				
<= \$100,000 of Engineer's estimate		4.00%	4.00%	
\$100,001-\$250,000 of Engineer's estimate		3.00%	3.00%	
> \$250,000 of Engineer's estimate		2.50%	2.50%	
Controller Testing		\$ 1,952.00	\$ 2,005.00	
Signing and Striping Plan Review (1-3 submittals)	Per Sheet	\$ 354.00	\$ 364.00	
4th and subsequent submittals	Per Sheet	\$ 207.00	\$ 213.00	
<b><u>Temporary Parking Permit</u></b>				
Type I (Allow temporary parking on a restricted street section with curb lane width of less than 18 ft)		\$ 137.00	\$ 141.00	
Type II (Allow temporary parking on a restricted street section with curb lane width of 18 ft or more)		\$ 68.00	\$ 70.00	
<b><u>Traffic Impact Analysis</u></b>				
Minor	Each	\$ 1,146.00	\$ 1,177.00	
Major	Each	\$ 3,036.00	\$ 3,118.00	
Traffic Control Plan Review (1-3 submittals)	per Sheet	\$ 354.00	\$ 364.00	
4th and subsequent submittals	Per Sheet	\$ 207.00	\$ 213.00	

## Section 9 - Miscellaneous Fees and Charges

	<u>Unit</u>	<u>Fee</u>	<u>Proposed Fee</u>	<u>Comments on Proposed Changes to Fees</u>
Council Chamber Room Rental	per Day	\$ 132.00	\$ 132.00	
Neighborhood Preservation Revitalization Program Housing Inspection Minimum Permit Fees (all types of permits)	Each	\$ 123.00	\$ 126.00	
Housing Assistance Financial Analysis Charge		City Cost	City Cost	
Mileage for City employee appearances	per Mile	IRS allowable rate	IRS allowable rate	
Motion Picture Permit	Each	\$ 393.00	\$ 393.00	
<b><u>Copies *</u></b>				
Black & White	per Page	\$ 0.20	\$ 0.20	
Color	per Page	\$ 0.75	\$ 0.75	

\* All government agencies and their official representatives shall be exempt from paying these charges for single copies for official use.

Copies and Research in response to subpoena	per Occurrence	City cost as provided for in California Evidence Code Section 1563
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Copies of maps, documents, graphs or special work may be furnished upon the payment of the cost of printing and preparation. For such items for which a regular established price is unavailable, the Department Head, in collaboration with the Financial & Administrative Services Director, may establish a price consistent with the cost of printing and preparation thereof. The Financial & Administrative Services Director shall report such exceptions to the City Manager. It shall be the responsibility of the City Manager to review such costs annually and make such recommendations to the City Council as required to keep charges consistent with actual costs.

The City Council may waive processing or appeal fees for any private or public agency on a case-by-case basis. In the case of an appeal by a public agency or school district, no fee shall be charged until the City Council considers the appeal matter itself and renders a decision on the waiver of the fee after the entire appeal matter has been heard.

**Note: Projects equal to or in excess of \$50,000,000 in total value will qualify to be considered for inclusion in the City's pilot program utilizing Time-and-Material charging/billing methodology for Development Services activities; this program encompasses all Departments and all fees for projects in the program. For more information on this pilot program please contact the City Manager's Office.**

**Land Development Division Deposits will be valued at one-quarter of the fee that would typically be charged for plan check or inspection services.**

## Section 10 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.12.130	Parked in violation of designated curb color	\$ 28.50	\$ 12.50	\$ 41.00	\$ 69.50	\$ 12.50	\$ 82.00
12.12.130	No standing/stopping/parking anytime (posted)	\$ 28.50	\$ 12.50	\$ 41.00	\$ 69.50	\$ 12.50	\$ 82.00
12.12.130	Posted time 6 p.m. to 6 a.m. (commercial vehicle)	\$ 28.50	\$ 12.50	\$ 41.00	\$ 69.50	\$ 12.50	\$ 82.00
12.38.040	Vehicle parked on street in excess of 72 hours	\$ 28.50	\$ 12.50	\$ 41.00	\$ 69.50	\$ 12.50	\$ 82.00
12.42	No parking (street sweeping)	\$ 45.00	\$ 12.50	\$ 57.50	\$ 102.50	\$ 12.50	\$ 115.00
6.04.040.D2	Parking on unimproved surface	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
11.24.200	Inoperative vehicle in view in excess of 72 hours	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020A	It is unlawful to park or leave standing any of the following:						
12.383020A1	Any vehicle or trailer which is used to transport animals or which harbors vermin or pestilence or which emits noxious or nuisance odors on any highway, street, road alley or on any public or private property within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020A2	Any vehicle or trailer which contains any hazardous substances as defined in section 2452 of the California Vehicle Code on any highway, street, road, alley or on any public or private property within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020A3	Any trailer, utility trailer, boat trailer, boat, camper, camper shell, camp trailer, trailer coach or semi-trailer that is non-self propelled, non-motorized or not capable of movement under its own power and which is unattached to a vehicle on any highway, street, road or alley within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020A4	Any vehicle on any highway, street, road or alley within the city for the purpose of servicing or repairing such vehicle except when necessitated by an emergency.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00



## Section 10 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020B	It is unlawful to park or leave standing any commercial vehicle, truck, trailer or semi-trailer having a manufacturer's gross vehicle weight rating (Vehicle Code Section 390) of ten thousand (10,000) pounds or more as described in the following:						
12.38.020B1	On any highway, street, road, alley or private property within the residential district within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B2	On any vacant or unimproved non-residential property in the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B3	On any residential property so that any part of such vehicle is within one hundred (100) feet of any human dwelling.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B4	Within one hundred fifty (150) feet of any driveway opening.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B5	Within any commercially zoned property for the purpose other than doing business at the site, or for the purpose not related to such business operation, or remaining parked or standing for longer than reasonably appropriate to do such business or acts related to such business operations.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B6	On any residential property so that any part of such vehicle is within fifteen (15) feet of the property line, a public sidewalk or a public or private roadway edge.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B7	On any alley within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 156.50	\$ 12.50	\$ 172.00
12.38.020B7	On any highway, street or road which is adjacent to a parcel upon which there exists a public facility. Within the meaning of this subsection, "public facility" includes, but is not limited to, parks, schools and civic buildings.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B9	Any unattached semi-trailer on a public highway, street, road or alley within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020C	While adjacent to a developed residential area within the city, the operator shall not idle the vehicle's engine for longer than fifteen (15) minutes.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00

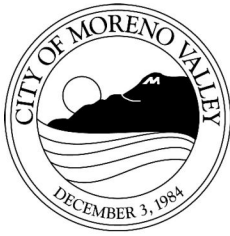
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## Section 10 - Penalties and Delinquent Fee Schedule for Parking Violations

C.V.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
5204	Improper display of tabs	\$ 45.00	\$ 12.50	\$ 57.50	NA	NA	NA
	Improper display of tabs with correction	\$ 5.00	\$ 5.00	\$ 10.00	NA	NA	NA
21113(a)	Unauthorized parking upon public grounds	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
21211(a)	Stopping in bicycle lane	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(a)	Parking unlawfully, within intersection	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(b)	Parking unlawfully, on crosswalk	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(c)	Parking unlawfully, adjacent to safety zone	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(d)	Parking unlawfully, within 15 feet of fire station driveway	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(e)	Parking unlawfully, blocking any driveway	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(f)	Parking unlawfully, on a sidewalk	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(g)	Parking unlawfully, blocking excavation	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(h)	Parking unlawfully, double parking	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(i)	Parking unlawfully, in posted bus loading zone	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(k)	Parking on a bridge, unless otherwise permitted or authorized	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(l)	Parking unlawfully, blocking sidewalk wheelchair access	\$ 420.00	\$ 12.50	\$ 432.50	NA	NA	NA
22500.1	Parking unlawfully, in posted fire area	\$ 50.00	\$ 12.50	\$ 62.50	\$ 112.50	\$ 12.50	\$ 125.00
22502(a)	Vehicle parked with right wheels in excess of 18" from right hand curb (exception: Motorcycles shall be parked with at least one wheel touching the right hand curb).	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22507.8(a)	Parking in space designated for disabled	\$ 420.00	\$ 12.50	\$ 432.50	NA	NA	NA
22507.8(b)	Obstruct or block disabled parking space	\$ 420.00	\$ 12.50	\$ 432.50	NA	NA	NA
22507.8(c)	Parking in cross-hatch area designated for disabled	\$ 420.00	\$ 12.50	\$ 432.50	NA	NA	NA
22514	Parking within 15 feet of fire hydrant	\$ 50.00	\$ 12.50	\$ 62.50	\$ 112.50	\$ 12.50	\$ 125.00
22515(b)	Unattended vehicle wheels not blocked, and/or parking brake not set	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22522	Parking within 3 feet of a sidewalk access ramp	\$ 420.00	\$ 12.50	\$ 432.50	NA	NA	NA
22658	Unauthorized parking	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
40226	Failure to display handicapped placard	\$ 20.00	\$ 12.50	\$ 32.50	NA	NA	NA
	Other	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00

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

## Report to City Council

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**TO:** Mayor and City Council and the City Council Acting in its Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District

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

**AGENDA DATE:** April 24, 2012

**TITLE:** MID-YEAR BUDGET REVIEW AND APPROVAL OF THE AMENDMENTS TO THE OPERATING BUDGET FOR FISCAL YEARS 2011/12 AND 2012/13

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### RECOMMENDED ACTION

Staff recommends that the Mayor and City Council and the City Council acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District:

1. Adopt Resolution No. 2012-26, approving the Amendments to the Operating Budget for the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in Exhibits A-E to the Resolution, which includes the Position Control Roster; and
2. Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2012-01, approving the Amendments to the Operating Budget for the Moreno Valley Community Services District for FY 2011/12 – 2012/13, pursuant to the appropriations presented in Exhibits A-E to the Resolution, which includes the Position Control Roster.

### BACKGROUND

The City Council is annually updated on the City's financial status through a Mid-Year Budget Review which reflects operational results for the first half of the fiscal year, from July through December. The Mid-Year budget review will focus on the City's General

Fund, which represents the greatest impacts embodied in the Deficit Elimination Plan approved in April 2011. This review also presents six-month operational results from other key funds such as Community Services District (CSD), Zone A (Parks & Community Services), CSD Zone L (Library) and the Electric Utility.

The City Council and staff have worked diligently during the past three years to reduce the structural General Fund deficit. The City Council approved the Three-Year Deficit Elimination Plan (DEP) one year ago, establishing the framework for the City to balance the General Fund ongoing revenues and expenses by June 2014. The adoption of this plan and the stabilization of revenues as the Great Recession ended provided an opportunity for the City to create and adopt a two-year budget based on the vision and direction provided in the Three-Year DEP. The City Council adopted the Two-Year Operating Budget – Fiscal Years 2011/12 and 2012/13 in May 2011. The approval of a two-year budget allows the City Council and Staff to address changes to the plan during the mid-year point for the first budget year, avoiding the extensive work and review required to prepare, analyze and approve an entire annual budget. This document presents only those changes required to complete the current fiscal year 2011/12 and to adjust for known changes as we prepare for fiscal year 2012/13.

The goal and direction as the City Manager considered requests for budget modification during this process was to “Stay the Course” based on the DEP direction. Departments were directed to only submit requests that were absolutely necessary and to absorb most adjustments within the approved existing budget framework. This report identifies the budget adjustments recommended by the City Manager. The recommended budget adjustments reflect a 1.4% decrease from the total Approved General Fund expenditure budget in FY 2011/12 and a 1.5 % increase in FY 2012/13. The FY 2012/13 Budget increase is due to the funding of the new Morrison Park Fire Station.

## **DISCUSSION**

This Mid-Year report updates the Mayor and Council regarding current year financial trends and provides the opportunity for Council to review the recommended actions related to the allocation of additional revenues. Based on economic activity and revenue collections through January 2012, staff is anticipating that total revenues will exceed the FY 2011/12 Budget by about \$1.2 million. The increases are reviewed in the General Fund Revenue Update section of this report and summarized in Exhibit B1 to the resolution.

As adopted, the FY 2011/12 budget totals approximately \$187.1 million with the General Fund comprising \$81.0 million, as adjusted. The recommended budget decreases expenditures by \$1.1 million to \$79.9 million. The fund balance used to balance the budget is \$6.7 million.

The FY 2012/13 budget totals \$173.2 million with the General Fund comprising \$77.2 million. The recommended budget increases expenditures by \$1.2 million to \$78.3 million. The fund balance used to balance the budget is \$4.4 million.

The recommendations for both fiscal years stay consistent with the Deficit Elimination Plan while effectively utilizing important revenue growth to reduce the DEP impacts and preserve important City services. The General Fund Expenditure Budget, with the recommended budget adjustments, is summarized in Exhibit B2 to the resolution.

#### General Fund Revenue Update

Several key tax revenues are increasing above original budget projections. Sales taxes are experiencing stronger growth due to new businesses contributing new sales taxes to the City and from growth in sales of existing businesses. The last four quarters have seen growth rates between 8 to 11 percent. Staff is projecting revenue growth of \$1.8 million for FY 2011/12 and about \$2.3 million for FY 2012/13.

Property tax is also increasing, with higher growth anticipated of \$544,000 for FY 2011/12 and about \$700,000 for FY 2012/13.

Property tax-in-lieu of Vehicle License Fees (VLF), Franchise Fees and Other Taxes are expected to increase marginally between 1 to 2%.

The State of California eliminated VLF revenues to cities. Staff has removed the \$400,000 in VLF revenue planned for both budget years. Staff is also continuing to adjust Interest Income downward based on lower rates of return in the fixed-income markets. This is reducing revenue by \$200,000 in FY 2011/12 and \$775,000 in FY 2012/13.

Staff is also observing lower revenue collections for fines and forfeitures, adjusting revenue to actual experience by \$525,000 in both FY 2011/12 and 2012/13. Miscellaneous revenues are also adjusted downward based on an overestimate of expected third-party collections of outstanding debt owed and for inspection fees for programs that are still ramping up. Staff is adjusting \$672,000 in FY 2011/12 and \$800,000 in FY 2012/13.

Overall the increases in tax revenues is very positive news, with the net revenue budget increasing in FY 2011/12 by \$1.25 million to \$73.2 million and increasing in FY 2012/13 by \$1.13 million from the adjusted budget to \$74.0 million.

The tables included in Exhibit B1 to resolution summarize the recommended changes to the Revenue Budget for FY 2011/12 and FY 2012/13.

#### General Fund Expenditure Update

The total approved expenditures have been adjusted from the original adopted budget for FY 2011/12 from \$78,325,049 to \$81,023,011 due to approved carryover items that were not completed in FY 2010/11 and new approved expenditures, such as the Police

Camera project for \$1.9 million. From the adjusted budget of \$81.0 million, staff is recommending expenditure reductions totaling \$1.1 million for the current fiscal year.

Recommended Adjustments for FY 2011/12 (see Exhibit A1 to resolution)

The most significant reduction for FY 2011/12 includes incorporating a vacancy factor for General Fund positions in the amount of \$1 million. This budget adjustment will ensure that the General Fund budget anticipates vacancies that occur and tightens the overall General Fund budget to reduce the year-end variances. The result will be a tighter budget and direction of these resources into needed positions and services that might otherwise be reduced. The Non-departmental Budget also includes the added cost to support Zone C Streetlight services in the amount of \$90,000.

The Community & Economic Development Department budget is increasing by about \$180,000. This includes \$40,000 for the continuation of the Shopping Cart removal program and additional contract plan checks in the amount of \$70,000. There is a corresponding revenue adjustment to cover the increase in plan check services.

The Police Services budget for FY 2011/12 is reduced by \$665,000 to remove the funding for Booking Fees that the State is funding for the near-term and to reflect the actual contract rate, which increased by 1.1% in the current year.

Recommended Adjustments for FY 2012/13 (see Exhibit A2 to resolution)

The expenditure budget for FY 2012/13 is recommended to be increased by a total of \$1.2 million. The most significant changes reflect planned Public Safety expense adjustments. The Police Department budget is decreasing by the \$2 million called for in the DEP without reducing contract service hours. A portion of this is expected to be absorbed through the 5% planned County service rate increase. Staff believes the rate change will be much less than the budgeted increase. In addition, Police Department staff will continue to manage the costs very closely, with Finance staff assisting to provide funds at Mid-Year if unexpected circumstances arise.

The Fire Department budget is recommended to increase to address the costs to operate the Morrison Park Fire Station. The fire station is expected to open in October 2012. Additional cost is also recommended for contract inspections in the amount of \$100,000.

The Community & Economic Development Department budget is recommended to increase by about \$318,000. Additional activity related to contract plan checks is anticipated in the amount of \$200,000 (there is a corresponding revenue adjustment to cover the increase in plan check services). The shopping cart retrieval program is continued for \$40,000 annually and additional economic development program support is planned for \$27,000.

The Financial & Administrative Services (FASD) Budget is recommended to increase by \$276,000. The most critical change is the recommendation to not lay off five Animal Services positions identified in the DEP and retaining the current service levels to the public. The cost of retaining this important public safety service is \$233,000 annually. Staff is also recommending FASD support ½ of an administrative/clerical position and share this position with Human Resources. This is also restoring a position that was slated for layoff in the DEP but is very helpful to retain to support the FASD Director after losing an Executive Assistant position in the first year of the DEP.

Revenues are projected to be up a similar amount in FY 2012/13, allowing these important changes to be implemented while delivering on the DEP results.

The tables included in Exhibit B2 to resolution summarize the recommended changes to the Expenditure Budget for FY 2011/12 and FY 2012/13.

#### Fund Balance Use

The Three-Year Deficit Elimination Plan projected reducing the use of fund balance from an expected \$14 million per year to \$7.9 million in FY 2011/12 and \$3.5 million in FY 2012/13. The revised budget as proposed modifies the use of Fund Balance to \$6.7 million in FY 2011/12 and \$4.4 million in FY 2012/13. This plan stays on course and delivers the results planned and intended in the DEP, while saving significant jobs and services that would have otherwise been eliminated or reduced.

Fund Balance that was expected to decrease to \$19.1 million by June 30, 2013 is now expected to remain at an amount of about \$24 million at the end of the two-year budget period.

#### Position Control Actions

The Position Control Roster serves as an important internal control tool for City Council to establish the authorized positions for the City while enabling staff to manage within the authorized and funded headcount. Position control addresses career authorized positions and does not include temporary positions.

The economic recovery and resulting tax revenue growth allows the Council to retain valuable positions that support critical City services. The following are the positions that were approved for layoff in FY 2012/13 and are now recommended to be retained and funded in the FY 2012/13 Budget.

Full Time Equivalent	Position Count	Department	Position
0.5	0.5	City Clerk	Executive Assistant
1	1	FASD	Animal Services License Inspector
1	1	FASD	Animal Services Assistant
	1	FASD	Office Aide (temp)
1	1	FASD	Animal Control Officer
	1	FASD	Animal Control Officer (temp)
1	1	FASD/HR	Human Resources Technician

In addition, the Fire Department eliminated one Senior Administrative Assistant during the current fiscal year. Staff is recommending that an Administrative Assistant position be returned in FY 2012/13 and funded within the current approved budget amount.

In addition to a Landscape Inspector included on the layoff plan for FY 2012/13, staff is recommending adding an additional Landscape Inspector and a Landscape Development Coordinator to the position elimination plan. These reductions are a direct result of CSD Zones D&E parcel fees not being approved during recent ballot processes.

Staff is proposing to eliminate the Risk Division Manager position and transfer the incumbent to the Parks and Community Services' vacant Division Manager position. This position is being "exchanged" for a Human Resources Analyst position that will assist with worker's compensation claims management and other human resources duties. The risk management responsibilities will be assumed by the City Attorney's staff. This recommendation will result in a net savings to the City.

The GIS Technician position remains on the elimination list. This position is currently vacant and will be held vacant for the FY 2012/13 Budget. Staff will be assessing staffing and support needs in the Technical Services operations and make any recommendations during the next budget process.

### ***Summaries of Other Major Funds***

#### **▪ Community Services District (CSD) Zone A – Parks & Community Services**

The revenues are tracking slightly ahead of expectations. The largest revenue sources are property tax and parcel fees, which are collected and remitted twice annually. The first distribution was received in mid-January 2012. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.



Staff is recommending adding the Fourth of July program into the budget for FY 2011/12 and FY 2012/13 in the amount of \$100,000 each year. This is a cornerstone event for the Moreno Valley Community and is a high priority for the City Council. Staff anticipates about \$50,000 in revenue recovery through donations and entrance fees to assist with funding this event. Staff is also recommending approval for \$100,000 in the current year budget for a professional sound system for use at community events, including the annual Fourth of July event.

- **Community Services District (CSD) Zone E – Extensive Landscaping**

While the revenues are tracking consistent with expectations, expenses continue to increase and, without support for parcel fee increases, staff is recommending significant expenditure reductions and program revisions. The failure of ballot measures required for parcel fee increases to maintain these landscape services requires expenditure reductions to manage these programs. Staff is recommending the planned reduction of a Landscape Inspector planned for July 1, 2012. In addition, staff is recommending the additional reduction of another Landscape Inspector and a Landscape Development Coordinator representing a total of three positions to be reduced July 1, 2012 to reduce the cost and service levels. A total cost reduction of about \$350,000 annually is expected to be achieved through these recommended actions.

- **Community Services District (CSD) Zone L – Library**

The revenues are tracking slightly ahead of expectations. The largest revenue source is property taxes, which are collected and remitted twice annually. The first distribution was received in early January 2012. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures. Staff is not recommending any changes to the Library budget.

- **Gas Tax**

The revenues are tracking slightly ahead of expectations. The largest revenue source is gas taxes, which are collected and remitted by the State of California monthly. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

Staff is recommending purchase of a replacement bus to support the weekend weed/litter abatement program in the amount of \$25,000. Staff is also adjusting the Gas Tax budget to absorb additional cost of the City Engineer and Assistant Engineer formerly charged to the Land Development Division.

- **Electric Utility**

Staff is recommending an increase in the Public Purpose Programs supporting green and solar power production by an additional \$270,000 for the FY 2012/13. This is based on expected customer participation in the programs offered.

As reflected in the previous operational financial summaries (not including capital projects and/or debt service), revenue and expenditure results for Parks, Library, Gas Tax and the Electric Utility through the first half of FY 2011/12 are positive and indicate a stable outlook for the remainder of the fiscal year. Therefore, no actions are recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by the respective departments.

### **SUMMARY**

The budget for the current fiscal year is tracking within budgeted expenditures while primary tax revenues, including Sales Tax and Property Tax, have begun to grow above budgeted levels. Based on these operating trends, staff is recommending a few key expenditure adjustments that carefully allocate the growing revenue to avoid some of the position reductions and service level reductions directed in the first year of the Three-Year DEP. Staff is able to recommend these adjustments while “staying the course” and delivering the results required by the adopted DEP.

Budget adjustments for FY 2012/13 reflect further growth in revenues resulting from an improved local economy. These adjustments complete the update of the two-year budget and provide the framework for operations in FY 2012/13. Key actions include achieving \$2 million in budget savings from the Police Department budget while not reducing service hours in the Police Services contract. In addition, the proposed budget funds the opening of the new fire station at Morrison Park with opening expected in October 2012. The proposed actions will result in a very tight General Fund budget. City staff will work diligently to monitor the budget throughout the year and work with any departments that may encounter circumstances that would warrant the need for additional budget appropriation.

The adoption of these proposed changes reflects a very efficient budget process as envisioned using the two-year budget approach. The approval will provide the budget framework for City staff to continue to operate through June 30, 2013. Staff will return with a First Quarter budget report in December 2012 and a mid-year update to the FY 2012/13 Budget in March 2013. Staff will begin working on the next two-year budget by October 2012, and consideration is being given to planning a possible three-year budget at that time if the economic conditions remain relatively stable. This would coincide with the planning already done through the Long Range Business Plan and the Economic Development Action Plan that is currently being updated. The next budget planning cycle will continue to present significant challenges for staff and City Council. The challenges will focus on ensuring the General Fund budget is balanced and determining the best allocation of gradually increasing General Fund revenues.

### **ATTACHMENTS/EXHIBITS**

Attachment 1: Resolution No. 2012-25  
Attachment 2: Resolution No. CSD 2012-01

Prepared By:  
Brooke McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Richard Teichert  
Financial & Administrative Services Director

Prepared By:  
Cynthia Fortune  
Financial Operations 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. 2012-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE AMENDMENTS TO THE OPERATING BUDGET FOR FISCAL YEARS 2011/12 – 2012/13

WHEREAS, the City Council approved the Operating Budget for the City for Fiscal Years 2011/12 – 2012/13, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the City Council Proposed Amendments to the Operating Budget for the City for Fiscal Years 2011/12 – 2012/13, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Amendments to the Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said Proposed Amendments to the Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the Proposed Amendments to the Operating Budget as so desired; and

WHEREAS, the Proposed Amendments to the Operating Budget, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The Proposed Amendments to the Operating Budget, as Exhibits A-D to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby approved and adopted as the Annual Operating Budget of the City of Moreno Valley for the Fiscal Years 2011/12 – 2012/13.
2. The following documents included as exhibits to this Resolution and as on file in the Office of the City Clerk (updated Position Control Roster as Exhibit E,

**Attachment 1**

Resolution No. 2012-26  
Date adopted: April 24, 2012

new Classification Specification as Exhibit F) and as may have been amended by the City Council, are hereby approved and adopted as the Approved Position Control of the City of Moreno Valley for the Fiscal Years 2011/12 – 2012/13.

3. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.
4. Pursuant to Section 53901 of the California Government Code, by not later than August 14, 2012, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 24<sup>th</sup> day of April, 2012.

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

Resolution No. 2012-26  
Date adopted: April 24, 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. 2012-26 was duly and regularly adopted by the City Council of the City of Moreno Valley at a special meeting thereof held on the 24th day of April, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2012-26  
Date adopted: April 24, 2012

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**General Fund Revisions  
FY2011/12**

Dept	Adjusted Budget	Proposed Adjustment	Explanation	Revised Budget
City Council	\$ 577,150	\$ -	No Change	\$ 577,150
City Clerk	543,007	-	No Change	543,007
City Manager	1,238,113	(45,000)	* Increase for State Lobbyist (+40k) * Various expense reductions (-85k)	1,193,113
City Attorney	928,169	-	No Change	928,169
CEDD	6,334,143	179,906	* Cart Retrieval Program (+40k) * Tow Program (+10k) * Additional Economic Development (+12k) * Additional CEDD Director costs (+33k) * Additional Building Plan Checks – with corresponding revenue (+70k)	6,514,049
FASD	5,189,790	-	No Change	5,189,790
Fire	16,137,418	140,000	* Contract Fire Inspector position (+100k) * Replacement of 4 Thermal Imaging Cameras - with corresponding transfer in from Equipment Replacement Fund (+40k)	16,277,418
Human Res.	800,959	90,000	* Additional HR Director costs	890,959
Police	41,261,770	(665,000)	* Decrease in Booking Fees (-285k) * Decrease in Contract rate of 1.2% (-380k)	40,596,770
Public Works	2,219,092	68,805	* Additional PW Director costs	2,287,897
Non-Dept	5,793,400	(910,000)	* General Fund vacancy factor (-1M) * Zone C Arterial Street Light subsidy (+90k)	4,883,400
<b>TOTAL</b>	<b>\$ 81,023,011</b>	<b>\$ (1,141,289)</b>		<b>\$ 79,881,722</b>

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**General Fund Revisions  
FY2012/13**

<b>Dept</b>	<b>Adjusted Budget</b>	<b>Proposed Adjustment</b>	<b>Explanation</b>	<b>Revised Budget</b>
City Council	\$ 577,099		No Change	\$ 577,099
City Clerk	490,205	39,700	* Restore Executive Assistant position from Part-time to Full-time	529,905
City Manager	1,186,132	(5,000)	* Increase for Federal & State Lobbyist (+80k) * Various expense reductions (-85k)	1,181,132
City Attorney	930,802		No Change	930,802
CEDD	6,140,572	318,055	* Cart Retrieval Program (+40k) * Tow Program and temp help (+17k) * Added Economic Develop. (+27k) * Correct CEDD Director costs (+33k) * Additional Building Plan Checks & Permits with added revenue (+200k)	6,458,627
FASD	4,915,838	276,000	* 1/2 support position shared with HR (+43k) * Retain Animal Services positions and service hours (+233k)	5,191,838
Fire	15,975,411	873,000	* Contract Fire Inspector position (+100k) * Morrison Fire Station (+773k)	16,848,411
Human Res.	709,395	128,000	* 1/2 support position shared with Finance (+43k) * Human Resources Analyst position (85k)	837,395
Police	40,764,819	(335,000)	* Decrease in Booking Fees (-285k) * Decrease in Contract rate of 1.2% (-380k) * Increase for Camera Surveillance System replacement (+330k)	40,429,819
Public Works	2,242,854	-	No Change	2,242,854
Non-Dept	3,227,535	(138,000)	* Streetlight Subsidy-Zone B (+675k) * Streetlight Subsidy-Zone C (+420k) * General Fund vacancy factor (-1.2M)	3,089,535
<b>TOTAL</b>	<b>\$ 77,160,662</b>	<b>\$ 1,156,755</b>		<b>\$ 78,317,417</b>

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**General Fund  
Revenue Budget**

**FY 2011-12**

	<b>Adjusted Budget</b>	<b>Recommended Changes</b>	<b>Recommended Budget</b>
Taxes:			
Property taxes	\$ 9,086,000	\$ 544,000	\$ 9,630,000
Property taxes in lieu	13,000,000	170,000	13,170,000
Utility taxes	15,700,000	-	15,700,000
Sales taxes	10,949,760	1,885,240	12,835,000
VLF	400,000	(400,000)	-
Other Taxes	2,125,000	165,000	2,290,000
Franchise Fees	5,076,208	223,792	5,300,000
Licenses and permits	740,000	(45,000)	695,000
Development Services	3,029,550	164,400	3,193,950
Use of money and property	3,783,500	(200,000)	3,583,500
Fines and forfeitures	1,000,000	(525,000)	475,000
Administrative Charges	2,270,000	-	2,270,000
Other Fees	1,851,800	(57,000)	1,794,800
Intergovernmental	402,496	-	402,496
Miscellaneous	2,495,996	(672,297)	1,823,699
<b>Total Revenues</b>	<b>\$ 71,910,310</b>	<b>\$ 1,253,135</b>	<b>\$ 73,163,445</b>

**FY 2012-13**

	<b>Adjusted Budget</b>	<b>Recommended Changes</b>	<b>Recommended Budget</b>
Taxes:			
Property taxes	\$ 9,205,540	\$ 694,460	\$ 9,900,000
Property taxes in lieu	13,195,000	105,000	13,300,000
Utility taxes	15,980,000	80,000	16,060,000
Sales taxes	11,444,000	2,356,000	13,800,000
VLF	400,000	(400,000)	-
Other Taxes	2,190,000	140,000	2,330,000
Franchise Fees	5,154,208	255,792	5,410,000
Licenses and permits	743,000	(30,000)	713,000
Development Services	2,932,915	216,635	3,149,550
Use of money and property	4,018,000	(774,500)	3,243,500
Fines and forfeitures	1,000,000	(525,000)	475,000
Administrative Charges	2,270,000	-	2,270,000
Other Fees	1,900,500	(184,000)	1,716,500
Intergovernmental	77,513	-	77,513
Miscellaneous	2,317,389	(807,529)	1,509,860
<b>Total Revenues</b>	<b>\$ 72,828,065</b>	<b>\$ 1,126,858</b>	<b>\$ 73,954,923</b>

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**General Fund  
Expenditure budget**

<b>FY 2011-12</b>			
	<b>Adjusted Budget</b>	<b>Recommended Changes</b>	<b>Recommended Budget</b>
<b>General government</b>			
City council	\$ 577,150	\$ -	\$ 577,150
City manager	1,238,113	(45,000)	1,193,113
City clerk	543,007	-	543,007
City attorney	928,169	-	928,169
Financial & administrative svcs	5,189,790	-	5,189,790
Human resources	800,959	90,000	890,959
Non-departmental	5,793,400	(910,000)	4,883,400
<b>Public safety</b>			
Police	41,261,770	(665,000)	40,596,770
Fire	16,137,418	140,000	16,277,418
<b>Community &amp; economic development</b>			
Community & economic development	6,334,143	179,906	6,514,049
Public works	2,219,092	68,805	2,287,897
<b>Total Expenditures</b>	<b>\$ 81,023,011</b>	<b>\$ (1,141,289)</b>	<b>\$ 79,881,722</b>
<b>Net Change Revenues vs. Expenses</b>			
Increase (decrease) in fund balance	\$ (9,112,701)	\$ 2,394,423	\$ (6,718,278)
<b>FY 2012-13</b>			
	<b>Adjusted Budget</b>	<b>Recommended Changes</b>	<b>Recommended Budget</b>
<b>General government</b>			
City council	\$ 577,099	\$ -	\$ 577,099
City manager	1,186,132	(5,000)	1,181,132
City clerk	490,205	39,700	529,905
City attorney	930,802	-	930,802
Financial & administrative svcs	4,915,838	276,000	5,191,838
Human resources	709,395	128,000	837,395
Non-departmental	3,227,535	(138,000)	3,089,535
<b>Public safety</b>			
Police	40,764,819	(335,000)	40,429,819
Fire	15,975,411	873,000	16,848,411
<b>Community &amp; economic development</b>			
Community & economic development	6,140,572	318,055	6,458,627
Public works	2,242,854	-	2,242,854
<b>Total Expenditures</b>	<b>\$ 77,160,662</b>	<b>\$ 1,156,755</b>	<b>\$ 78,317,417</b>
<b>Net Change Revenues vs. Expenses</b>			
Increase (decrease) in fund balance	\$ (4,332,597)	\$ (29,897)	\$ (4,362,494)

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## Non-General Fund Expenditure Revisions

FY2011/12

Dept / Fund	Adjusted Budget	Proposed Adjustment	Explanation	Revised Budget
<u>Community &amp; Economic Development</u>				
Neighborhood				
197 Stabilization Program	\$ 2,358,705	\$ (922,235)	Grant Program Expenses	\$ 1,436,470
198 Prevention Program	45,750	37,795	Grant Program Expenses	83,545
230 JAG Grant Fund	31,500	13,702	Grant Program Expenses	45,202
272 JAG Grant Fund	-	91,557	Grant Program Expenses	91,557
285 CDBG 10/11	2,322,014	(19,400)	Grant Program Expenses	2,302,614
<b>CEDD Total</b>	<b>4,757,969</b>	<b>(798,581)</b>		<b>3,959,388</b>
<u>Financial &amp; Administrative Services</u>				
324 Debt Service Fund	726,140	66,180	Debt Service Expenses	792,320
340 OPA Sales Tax Fund	390,000	70,000	Sales Tax Agreement Expenses	460,000
<b>FASD Total</b>	<b>1,116,140</b>	<b>136,180</b>		<b>1,252,320</b>
<u>Parks &amp; Community Services</u>				
161 Zone A Parks Fund	8,081,797	200,000	July 4th	8,281,797
162 STARS Program Grant Fund	6,024,100	117,112	Grant Program Expenses	6,141,212
<b>PCS Total</b>	<b>14,105,897</b>	<b>317,112</b>		<b>14,423,009</b>
<u>Public Works</u>				
PW 121 Gas Tax Fund	4,881,524	121,745	Additional PW Director costs. Bus purchase for litter abatement program (+\$25k)	5,003,269
PW 149 Special District Admin Fund	839,634	68,789	Additional PW Director and personnel costs	908,423
PW 181 Zone D Landscape Fund	1,055,556	10,410	Additional Landscaping Replants	1,065,966
PW 182 Zone E Landscape Fund	2,735,475	(356,868)	Overall adjustments as a result of the unapproved revenue measures. Adjustments include reductions to contract services and personnel.	2,378,607
PW 328 Debt Service Fund	177,700	884,900	Bond call from restricted funds.	1,062,600
PW 374 Debt Service Fund	604,600	(604,600)	Bonds not issued. No debt service due.	-
PW 601 Electric Fund	15,083,507	34,140	Additional PW Director costs.	15,117,647
PW 755 Equipment Maintenance Fund	809,480	37,000	Anticipated increased fuel costs.	846,480
<b>PW Total</b>	<b>26,187,476</b>	<b>195,516</b>		<b>26,382,992</b>

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## Non-General Fund Expenditure Revisions

FY2012/13

Dept / Fund	Adjusted Budget	Proposed Adjustment	Explanation	Revised Budget
<u>Community &amp; Economic Development</u>				
152 Storm Water Fund	\$ 1,029,500	\$ 8,500	Increase in regulatory permit costs	\$ 1,038,000
176 Home (Federal) Fund	413,990	1,232,838	Grant Program Expenses	1,646,828
197 Stabilization Program	1,614,615	6,125,849	Grant Program Expenses	7,740,464
199 CDBG	135,083	(135,083)	Grant Program Expenses	-
230 JAG Grant Fund	31,500	(31,500)	Grant Program Expenses	-
234 JAG Grant Fund	67,895	(67,895)	Grant Program Expenses	-
272 JAG Grant Fund	-	82,350	Grant Program Expenses	82,350
285 CDBG 10/11	1,458,929	285,242	Grant Program Expenses	1,744,171
<b>CEDD Total</b>	<b>4,751,512</b>	<b>7,500,301</b>		<b>12,251,813</b>
<u>Financial &amp; Administrative Services</u>				
324 Debt Service Fund	726,140	66,180	Debt Service Expenses	792,320
340 OPA Sales Tax Fund	390,000	70,000	Sales Tax Agreement Expenses	460,000
750 Fund	6,392,082	150,000	Police camera surveillance maintenance	6,542,082
<b>FASD Total</b>	<b>7,508,222</b>	<b>286,180</b>		<b>7,794,402</b>
<u>Fire</u>				
233 Agency Fines Fund	-	80,000	Purchase of emergency medical services supplies	80,000
<b>Fire Total</b>	<b>-</b>	<b>80,000</b>		<b>80,000</b>
<u>Parks &amp; Community Services</u>				
161 Zone A Parks Fund	8,246,810	100,000	July 4th	8,346,810
162 Fund	6,038,001	103,211	Grant Program Expenses	6,141,212
<b>PCS Total</b>	<b>14,284,811</b>	<b>203,211</b>		<b>14,488,022</b>
<u>Public Works</u>				
121 Gas Tax Fund	4,844,228	(25,000)	Cost Savings	4,819,228
171 Light Fund	1,619,829	68,511	Increased Electric Utility Expenses	1,688,340
172 Light Fund	894,964	56,466	Increased Electric Utility Expenses	951,430
181 Zone D Landscape Fund	989,319	35,002	Additional Landscaping Replants	1,024,321
182 Zone E Landscape Fund	2,744,765	(338,487)	Overall adjustments as a result of the unapproved revenue measures. Adjustments include reductions to contract services and personnel.	2,406,278

Non-General Fund Expenditure Revisions - continued

FY2012/13

Dept / Fund		Adjusted Budget	Proposed Adjustment	Explanation	Revised Budget
183	Zone M Median Fund	\$ 252,234	\$ 50,932	Additional Landscape Maintenance and personnel costs	\$ 303,166
185	Zone S Landscape Fund	57,501	6,055	Additional Landscape Maintenance and personnel costs	63,556
328	Debt Service Fund	177,700	(69,200)	Reduced Debt Service Schedule	108,500
373	Debt Service Fund	369,700	12,300	Debt Service Expenses	382,000
374	Debt Service Fund	604,600	(604,600)	Bonds not issued. No debt service due.	-
601	Electric Fund	14,798,752	270,000	Public Purpose fund expenses for rebates and incentives.	15,068,752
	Equipment Maintenance				
755	Fund	728,300	37,000	Anticipated increased fuel costs.	765,300
<b>PW Total</b>		<b>28,081,892</b>	<b>(501,021)</b>		<b>27,580,871</b>
<u>Community Redevelopment Agency (RDA)</u>					
891	RDA Admin Fund	793,821	(793,821)	Dissolution of RDA	-
894	RDA Housing Fund	6,785,334	(6,785,334)	Dissolution of RDA	-
895	Tax Increment Fund	4,954,475	(4,954,475)	Dissolution of RDA	-
896	RDA Debt Service Fund	2,256,700	(2,256,700)	Dissolution of RDA	-
898	RDA Debt Service Fund	410,000	(410,000)	Dissolution of RDA	-
<b>RDA Total</b>		<b>15,200,330</b>	<b>(15,200,330)</b>		<b>-</b>

**City of Moreno Valley**  
**FY2011/12 Revised Revenue & Expense Summary**  
**Community Services Districts**

	ZONE "A" PARKS FUND	ZONE "B" ST LGHT FUND	ZONE "C" ART LGHT FUND	ZONE "D" STD LDSC FUND
	<u>161</u>	<u>171</u>	<u>172</u>	<u>181</u>
<b>Revenues:</b>				
Taxes:				
Property Taxes	1,695,100	94,200	97,800	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	5,703,900	933,352	431,186	1,138,180
Use of Money & Property	500,000	-	4,500	720
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	26,500	-	-	-
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Total Revenues	7,925,500	1,027,552	533,486	1,138,900
<b>Expenditures:</b>				
Personnel Services	4,064,213	123,279	39,404	351,560
Contractual Services	1,684,708	1,413,500	789,100	503,400
Material & Supplies	450,900	4,200	3,900	53,610
Debt Service	-	-	-	-
Fixed Charges	1,930,559	76,821	61,896	157,396
Fixed Assets	151,417	-	-	-
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Total Expenditures	8,281,797	1,617,800	894,300	1,065,966
<i>Excess (Deficiency) of Revenues</i>				
<i>Over (Under) Expenditures</i>				
	<b>(356,297)</b>	<b>(590,248)</b>	<b>(360,814)</b>	<b>72,934</b>
<b>Transfers:</b>				
Transfers In	307,500	675,000	-	-
Transfers Out	-	-	-	-
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Net Transfers	307,500	675,000	-	-
<i>Total Revenues &amp; Transfers In</i>	8,233,000	1,702,552	533,486	1,138,900
<i>Total Expenditures &amp; Transfers Out</i>	8,281,797	1,617,800	894,300	1,065,966
<b>Net Change or</b>				
<b>Adopted Use of Fund Balance</b>	<b><u>(48,797)</u></b>	<b><u>84,752</u></b>	<b><u>(360,814)</u></b>	<b><u>72,934</u></b>

**City of Moreno Valley**  
**FY2011/12 Revised Revenue & Expense Summary**  
**Community Services Districts**

	ZONE "E" EXT LDSC FUND	ZONE "M" MEDIAN FUND	ZONE "S"	TOTAL REVISIONS CSD
	<u>182</u>	<u>183</u>	<u>185</u>	
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	1,887,100
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	2,444,438	182,031	53,295	10,886,382
Use of Money & Property	70,000	-	600	575,820
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	3,800	-	-	30,300
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Total Revenues	2,518,238	182,031	53,895	13,379,602
<b>Expenditures:</b>				
Personnel Services	513,460	65,299	18,652	5,175,867
Contractual Services	1,453,860	152,000	42,800	6,039,368
Materials & Supplies	120,400	16,300	1,000	650,310
Debt Services	-	-	-	-
Fixed Charges	290,887	17,144	7,865	2,542,568
Fixed Assets	-	-	-	151,417
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Total Expenditures	2,378,607	250,743	70,317	14,559,530
<i>Excess (Deficiency) of Revenues</i>				
<i>Over (Under) Expenditures</i>				
	<b>139,631</b>	<b>(68,712)</b>	<b>(16,422)</b>	<b>(1,179,928)</b>
<b>Transfers:</b>				
Transfers In	-	103,400	-	1,085,900
Transfers Out	-	-	-	-
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Net Transfers	-	103,400	-	1,085,900
<i>Total Revenues &amp; Transfers In</i>	2,518,238	285,431	53,895	14,465,502
<i>Total Expenditures &amp; Transfers Out</i>	2,378,607	250,743	70,317	14,559,530
<b>Net Change or</b>				
<b>Adopted Use of Fund Balance</b>	<b>139,631</b>	<b>34,688</b>	<b>(16,422)</b>	<b>(94,028)</b>

**City of Moreno Valley**  
**FY2011/12 Revised Revenue & Expense Summary**  
**Special Revenue Funds**

	GAS TAX FUND	SPCL DIST ADMIN FUND	STORM WATER MANAGEMENT	STARS PROGRAM GRANT FUND
	<u>121</u>	<u>149</u>	<u>152</u>	<u>162</u>
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	5,093,169	-	124,000	6,184,600
Charges for Services	-	824,487	708,100	-
Use of Money & Property	5,000	5,000	-	25,000
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	11,000	-	-	3,000
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Total Revenues	5,109,169	829,487	832,100	6,212,600
<b>Expenditures:</b>				
Personnel Services	3,744,499	535,171	528,322	100,000
Contractual Services	273,699	28,500	468,900	5,629,212
Material & Supplies	647,449	10,200	9,800	412,000
Debt Service	-	-	-	-
Fixed Charges	248,579	334,552	88,878	-
Fixed Assets	89,043	-	-	-
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Total Expenditures	5,003,269	908,423	1,095,900	6,141,212
<i>Excess (Deficiency) of Revenues</i>				
<i>Over (Under) Expenditures</i>				
	<b>105,900</b>	<b>(78,936)</b>	<b>(263,800)</b>	<b>71,388</b>
<b>Transfers:</b>				
Transfers In	160,000	-	210,200	-
Transfers Out	-	-	-	-
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Net Transfers	160,000	-	210,200	-
<i>Total Revenues &amp; Transfers In</i>	5,269,169	829,487	1,042,300	6,212,600
<i>Total Expenditures &amp; Transfers Out</i>	5,003,269	908,423	1,095,900	6,141,212
<b>Net Change or</b>				
<b>Adopted Use of Fund Balance</b>	<b><u>265,900</u></b>	<b><u>(78,936)</u></b>	<b><u>(53,600)</u></b>	<b><u>71,388</u></b>

**City of Moreno Valley**  
**FY2011/12 Revised Revenue & Expense Summary**  
**Special Revenue Funds**

	HOME (FEDERAL) FUND	NEIGHBORHOOD D STABILIZATION PRG	2009-DJ-BX- 1178 JAG GRANT FUND	EMERGENCY SVCS AGENCY FINES FD
	<u>176</u>	<u>197</u>	<u>230</u>	<u>233</u>
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	413,435	1,614,600	31,500	-
Charges for Services	-	-	-	-
Use of Money & Property	-	-	-	-
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	-	765,000	-	-
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Total Revenues	413,435	2,379,600	31,500	-
<b>Expenditures:</b>				
Personnel Services	33,435	-	35,552	-
Contractual Services	380,000	1,436,470	3,750	-
Materials & Supplies	-	-	5,900	77,000
Debt Services	-	-	-	-
Fixed Charges	-	-	-	-
Fixed Assets	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenditures	413,435	1,436,470	45,202	77,000
<i>Excess (Deficiency) of Revenues</i>				
<i>Over (Under) Expenditures</i>				
	-	<b>943,130</b>	<b>(13,702)</b>	<b>(77,000)</b>
<b>Transfers:</b>				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
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Net Transfers	-	-	-	-
<i>Total Revenues &amp; Transfers In</i>	413,435	2,379,600	31,500	-
<i>Total Expenditures &amp; Transfers Out</i>	413,435	1,436,470	45,202	77,000
<b>Net Change or</b>				
<b>Adopted Use of Fund Balance</b>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
	-	<b>943,130</b>	<b>(13,702)</b>	<b>(77,000)</b>



**City of Moreno Valley  
FY2011/12 Revised Revenue & Expense Summary  
Special Revenue Funds**

	2011 JAG GRANT CEDD CODE <u>272</u>	CDBG FY10/11 FUND <u>285</u>	TOTAL SPECIAL REVENUE
<b>Revenues:</b>			
Taxes:			
Property Taxes	-	-	-
Property Taxes in lieu	-	-	-
Utility Taxes	-	-	-
Sales Taxes	-	-	-
Other Taxes	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	2,038,189	15,499,493
Charges for Services	-	-	1,532,587
Use of Money & Property	-	-	35,000
Fines & Forfeitures	-	-	-
Bond Proceeds	-	-	-
Miscellaneous	-	-	779,000
	-	2,038,189	17,846,080
Total Revenues	-	2,038,189	17,846,080
<b>Expenditures:</b>			
Personnel Services	80,557	251,370	5,308,906
Contractual Services	5,000	2,034,168	10,259,699
Materials & Supplies	6,000	1,700	1,170,049
Debt Services	-	-	-
Fixed Charges	-	15,376	687,385
Fixed Assets	-	-	89,043
	91,557	2,302,614	17,515,082
Total Expenditures	91,557	2,302,614	17,515,082
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<b>(91,557)</b>	<b>(264,425)</b>	330,998
<b>Transfers:</b>			
Transfers In	-	-	370,200
Transfers Out	-	-	-
	-	-	370,200
Net Transfers	-	-	370,200
<i>Total Revenues &amp; Transfers In</i>	-	2,038,189	18,216,280
<i>Total Expenditures &amp; Transfers Out</i>	91,557	2,302,614	17,515,082
<b>Net Change or Adopted Use of Fund Balance</b>	<b>(91,557)</b>	<b>(264,425)</b>	<b>701,198</b>

**City of Moreno Valley**  
**FY2011/12 Revised Revenue & Expense Summary**  
**Proprietary Funds**

	ELECTRIC FUND <u>601</u>	TECHNOLOGY SERVICES FUND <u>750</u>	EQUIPMENT MAINTENANCE FUND <u>755</u>	TOTAL REVISIONS PROPRIETARY
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	16,992,600	4,103,900	703,831	21,800,331
Use of Money & Property	25,000	-	-	25,000
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	224,500	-	-	224,500
	<u>17,242,100</u>	<u>4,103,900</u>	<u>703,831</u>	<u>22,049,831</u>
Total Revenues				
<b>Expenditures:</b>				
Personnel Services	12,994,050	2,631,936	261,576	15,887,562
Contractual Services	392,740	1,526,203	94,437	2,013,380
Material & Supplies	4,800	316,174	420,000	740,974
Debt Service	46,020	-	-	46,020
Fixed Charges	1,454,033	583,946	70,467	2,108,446
Fixed Assets	226,004	1,945,174	-	2,171,178
	<u>15,117,647</u>	<u>7,003,433</u>	<u>846,480</u>	<u>22,967,560</u>
Total Expenditures				
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<b>2,124,453</b>	<b>(2,899,533)</b>	<b>(142,649)</b>	<b>(917,729)</b>
<b>Transfers:</b>				
Transfers In	-	1,900,000	-	1,900,000
Transfers Out	-	-	-	-
	<u>-</u>	<u>1,900,000</u>	<u>-</u>	<u>1,900,000</u>
Net Transfers				
<i>Total Revenues &amp; Transfers In</i>	17,242,100	6,003,900	703,831	23,949,831
<i>Total Expenditures &amp; Transfers Out</i>	15,117,647	7,003,433	846,480	22,967,560
<b>Net Change or Adopted Use of Fund Balance</b>	<b><u>2,124,453</u></b>	<b><u>(999,533)</u></b>	<b><u>(142,649)</u></b>	<b><u>982,271</u></b>

**City of Moreno Valley**  
**FY2011/12 Revised Revenue & Expense Summary**  
**Debt Service Funds**

	2011 PRIV PLMT REF 97 VAR COPS	AUTOML REFIN- CFD #3 DBT SVC FD	OPA SALES TAX #2 FUND	TOTAL REVISIONS DEBT SVC
	<u>324</u>	<u>328</u>	<u>340</u>	
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	81,600	-	81,600
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Use of Money & Property	-	200	390,000	390,200
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	-	-	-	-
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Total Revenues	-	81,800	390,000	471,800
<b>Expenditures:</b>				
Personnel Services	-	-	-	-
Contractual Services	66,140	-	-	66,140
Material & Supplies	-	-	-	-
Debt Service	726,180	998,800	460,000	2,184,980
Fixed Charges	-	-	-	-
Fixed Assets	-	-	-	-
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Total Expenditures	792,320	998,800	460,000	2,251,120
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>				
	<b>(792,320)</b>	<b>(917,000)</b>	<b>(70,000)</b>	<b>(1,779,320)</b>
<b>Transfers:</b>				
Transfers In	711,100	96,000	-	807,100
Transfers Out	-	(63,800)	-	(63,800)
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Net Transfers	711,100	32,200	-	743,300
<i>Total Revenues &amp; Transfers In</i>	711,100	177,800	390,000	1,278,900
<i>Total Expenditures &amp; Transfers Out</i>	792,320	1,062,600	460,000	2,314,920
<b>Net Change or Adopted Use of Fund Balance</b>	<b><u>(81,220)</u></b>	<b><u>(884,800)</u></b>	<b><u>(70,000)</u></b>	<b><u>(1,036,020)</u></b>

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**City of Moreno Valley**  
**FY2012/13 Revised Revenue & Expense Summary**  
**Community Services Districts**

	ZONE "A" PARKS FUND	ZONE "B" ST LGHT FUND	ZONE "C" ART LGHT FUND	ZONE "D" STD LDSC FUND
	<u>161</u>	<u>171</u>	<u>172</u>	<u>181</u>
<b>Revenues:</b>				
Taxes:				
Property Taxes	1,695,100	94,200	97,800	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	5,725,900	933,352	431,186	1,138,180
Use of Money & Property	500,000	-	4,500	720
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	76,500	-	-	-
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Total Revenues	7,997,500	1,027,552	533,486	1,138,900
<b>Expenditures:</b>				
Personnel Services	4,115,643	123,279	39,404	238,509
Contractual Services	1,684,708	1,484,040	846,330	531,316
Material & Supplies	450,900	4,200	3,800	48,300
Debt Service	-	-	-	-
Fixed Charges	1,930,559	76,821	61,896	206,196
Fixed Assets	5,000	-	-	-
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Total Expenditures	8,186,810	1,688,340	951,430	1,024,321
<i>Excess (Deficiency) of Revenues</i>				
<i>Over (Under) Expenditures</i>				
	<b>(189,310)</b>	<b>(660,788)</b>	<b>(417,944)</b>	<b>114,579</b>
<b>Transfers:</b>				
Transfers In	307,500	675,000	420,000	-
Transfers Out	(160,000)	-	-	-
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Net Transfers	147,500	675,000	420,000	-
<i>Total Revenues &amp; Transfers In</i>	<i>8,305,000</i>	<i>1,702,552</i>	<i>953,486</i>	<i>1,138,900</i>
<i>Total Expenditures &amp; Transfers Out</i>	<i>8,346,810</i>	<i>1,688,340</i>	<i>951,430</i>	<i>1,024,321</i>
<b>Net Change or</b>				
<b>Adopted Use of Fund Balance</b>	<b>(41,810)</b>	<b>14,212</b>	<b>2,056</b>	<b>114,579</b>

**City of Moreno Valley**  
**FY2012/13 Revised Revenue & Expense Summary**  
**Community Services Districts**

	ZONE "E" EXT LDSC FUND	ZONE "M" MEDIAN FUND	ZONE "S"	TOTAL REVISIONS CSD
	<u>182</u>	<u>183</u>	<u>185</u>	
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	1,887,100
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	2,444,438	182,031	53,295	10,908,382
Use of Money & Property	70,000	-	600	575,820
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	3,800	-	-	80,300
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Total Revenues	2,518,238	182,031	53,895	13,451,602
<b>Expenditures:</b>				
Personnel Services	364,571	74,195	9,241	4,964,842
Contractual Services	1,594,820	185,827	44,550	6,371,591
Materials & Supplies	111,200	12,200	1,900	632,500
Debt Services	-	-	-	-
Fixed Charges	335,687	30,944	7,865	2,649,968
Fixed Assets	-	-	-	5,000
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Total Expenditures	2,406,278	303,166	63,556	14,623,901
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>				
	<b>111,960</b>	<b>(121,135)</b>	<b>(9,661)</b>	<b>(1,172,299)</b>
<b>Transfers:</b>				
Transfers In	-	103,400	-	1,505,900
Transfers Out	-	-	-	(160,000)
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Net Transfers	-	103,400	-	1,345,900
<i>Total Revenues &amp; Transfers In</i>	<i>2,518,238</i>	<i>285,431</i>	<i>53,895</i>	<i>14,957,502</i>
<i>Total Expenditures &amp; Transfers Out</i>	<i>2,406,278</i>	<i>303,166</i>	<i>63,556</i>	<i>14,783,901</i>
<b>Net Change or Adopted Use of Fund Balance</b>	<b>111,960</b>	<b>(17,735)</b>	<b>(9,661)</b>	<b>173,601</b>

**City of Moreno Valley**  
**FY2012/13 Revised Revenue & Expense Summary**  
**Special Revenue Funds**

	<u>GAS TAX FUND</u>	<u>SPCL DIST ADMIN FUND</u>	<u>STORM WATER MANAGEMENT</u>	<u>STARS PROGRAM GRANT FUND</u>
	<u>121</u>	<u>149</u>	<u>152</u>	<u>162</u>
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	5,093,169	-	124,000	6,184,600
Charges for Services	-	1,764,800	587,174	-
Use of Money & Property	5,000	600	-	25,000
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	1,011,000	-	-	3,000
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Total Revenues	6,109,169	1,765,400	711,174	6,212,600
<b>Expenditures:</b>				
Personnel Services	3,728,250	478,119	536,922	113,901
Contractual Services	251,449	27,100	402,400	5,615,311
Material & Supplies	590,950	9,700	9,800	412,000
Debt Service	-	-	-	-
Fixed Charges	248,579	334,552	88,878	-
Fixed Assets	-	-	-	-
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Total Expenditures	4,819,228	849,471	1,038,000	6,141,212
<i>Excess (Deficiency) of Revenues</i>				
<i>Over (Under) Expenditures</i>				
	<b>1,289,941</b>	<b>915,929</b>	<b>(326,826)</b>	<b>71,388</b>
<b>Transfers:</b>				
Transfers In	160,000	-	218,700	-
Transfers Out	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Net Transfers	160,000	-	218,700	-
<i>Total Revenues &amp; Transfers In</i>	6,269,169	1,765,400	929,874	6,212,600
<i>Total Expenditures &amp; Transfers Out</i>	4,819,228	849,471	1,038,000	6,141,212
<b>Net Change or</b>				
<b>Adopted Use of Fund Balance</b>	<b><u>1,449,941</u></b>	<b><u>915,929</u></b>	<b><u>(108,126)</u></b>	<b><u>71,388</u></b>

**City of Moreno Valley**  
**FY2012/13 Revised Revenue & Expense Summary**  
**Special Revenue Funds**

	HOME (FEDERAL) FUND <u>176</u>	NEIGHBORHOOD STABILIZATION PRG <u>197</u>	2009-DJ-BX- 1178 JAG GRANT FUND <u>230</u>	EMERGENCY SVCS AGENCY FINES FD <u>233</u>
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	413,435	1,614,600	-	-
Charges for Services	-	-	-	-
Use of Money & Property	-	-	-	-
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	-	765,000	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Revenues	413,435	2,379,600	-	-
<b>Expenditures:</b>				
Personnel Services	35,967	-	-	-
Contractual Services	410,861	7,740,464	-	-
Materials & Supplies	-	-	-	80,000
Debt Services	-	-	-	-
Fixed Charges	-	-	-	-
Fixed Assets	1,200,000	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenditures	1,646,828	7,740,464	-	80,000
<i>Excess (Deficiency) of Revenues</i>				
<i>Over (Under) Expenditures</i>				
	<b>(1,233,393)</b>	<b>(5,360,864)</b>	-	<b>(80,000)</b>
<b>Transfers:</b>				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Net Transfers	-	-	-	-
<i>Total Revenues &amp; Transfers In</i>	413,435	2,379,600	-	-
<i>Total Expenditures &amp; Transfers Out</i>	1,646,828	7,740,464	-	80,000
<b>Net Change or</b>				
<b>Adopted Use of Fund Balance</b>	<b><u>(1,233,393)</u></b>	<b><u>(5,360,864)</u></b>	<b><u>-</u></b>	<b><u>(80,000)</u></b>



**City of Moreno Valley**  
**FY2012/13 Revised Revenue & Expense Summary**  
**Special Revenue Funds**

	<u>2011 JAG GRANT CEDD CODE</u>	<u>CDBG FY10/11 FUND</u>	<u>TOTAL REVISIONS SP REVENUE</u>
	<u>272</u>	<u>285</u>	
<b>Revenues:</b>			
Taxes:			
Property Taxes	-	-	-
Property Taxes in lieu	-	-	-
Utility Taxes	-	-	-
Sales Taxes	-	-	-
Other Taxes	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	82,350	2,114,650	15,626,804
Charges for Services	-	-	2,351,974
Use of Money & Property	-	-	30,600
Fines & Forfeitures	-	-	-
Bond Proceeds	-	-	-
Miscellaneous	-	-	1,779,000
	<hr/>	<hr/>	<hr/>
Total Revenues	82,350	2,114,650	19,788,378
<b>Expenditures:</b>			
Personnel Services	71,800	291,418	5,256,377
Contractual Services	4,550	1,435,678	15,887,813
Materials & Supplies	6,000	1,700	1,110,150
Debt Services	-	-	-
Fixed Charges	-	15,375	687,384
Fixed Assets	-	-	1,200,000
	<hr/>	<hr/>	<hr/>
Total Expenditures	82,350	1,744,171	24,141,724
<i>Excess (Deficiency) of Revenues</i>			
<i>Over (Under) Expenditures</i>	-	<b>370,479</b>	<i>(4,353,346)</i>
<b>Transfers:</b>			
Transfers In	-	-	378,700
Transfers Out	-	-	-
	<hr/>	<hr/>	<hr/>
Net Transfers	-	-	378,700
<i>Total Revenues &amp; Transfers In</i>	82,350	2,114,650	20,167,078
<i>Total Expenditures &amp; Transfers Out</i>	82,350	1,744,171	24,141,724
<b>Net Change or</b>			
<b>Adopted Use of Fund Balance</b>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
	-	<b>370,479</b>	<b>(3,974,646)</b>

**City of Moreno Valley**  
**FY2012/13 Revised Revenue & Expense Summary**  
**Proprietary Funds**

	ELECTRIC FUND <u>601</u>	TECHNOLOGY SERVICES FUND <u>750</u>	EQUIPMENT MAINTENANCE FUND <u>755</u>	TOTAL REVISIONS PROPRIETARY
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	16,992,600	4,253,900	740,831	4,994,731
Use of Money & Property	25,000	-	-	-
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	224,500	-	-	-
	<u>17,242,100</u>	<u>4,253,900</u>	<u>740,831</u>	<u>4,994,731</u>
Total Revenues				
<b>Expenditures:</b>				
Personnel Services	13,038,259	2,648,771	264,833	2,913,604
Contractual Services	392,740	1,369,944	10,000	1,379,944
Material & Supplies	4,800	299,174	420,000	719,174
Debt Service	46,020	-	-	-
Fixed Charges	1,454,033	445,703	70,467	516,170
Fixed Assets	132,900	1,778,490	-	1,778,490
	<u>15,068,752</u>	<u>6,542,082</u>	<u>765,300</u>	<u>7,307,382</u>
Total Expenditures				
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<b>2,173,348</b>	<b>(2,288,182)</b>	<b>(24,469)</b>	<b>(2,312,651)</b>
<b>Transfers:</b>				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Transfers				
<i>Total Revenues &amp; Transfers In</i>	17,242,100	4,253,900	740,831	4,994,731
<i>Total Expenditures &amp; Transfers Out</i>	15,068,752	6,542,082	765,300	7,307,382
<b>Net Change or Adopted Use of Fund Balance</b>	<b><u>2,173,348</u></b>	<b><u>(2,288,182)</u></b>	<b><u>(24,469)</u></b>	<b><u>(2,312,651)</u></b>

**City of Moreno Valley**  
**FY2012/13 Revised Revenue & Expense Summary**  
**Debt Service Funds**

	2011 PRIV PLMT REF 97 VAR COPS	AUTOML REFIN- CFD #3 DBT SVC FD	OPA SALES TAX #2 FUND	TOTAL REVISIONS DEBT SVC
	<u>324</u>	<u>328</u>	<u>340</u>	
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	81,600	-	81,600
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Use of Money & Property	-	200	390,000	390,200
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Revenues	-	81,800	390,000	471,800
<b>Expenditures:</b>				
Personnel Services	-	-	-	-
Contractual Services	66,140	-	-	66,140
Material & Supplies	-	-	-	-
Debt Service	726,180	44,700	460,000	1,230,880
Fixed Charges	-	-	-	-
Fixed Assets	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenditures	792,320	44,700	460,000	1,297,020
<i>Excess (Deficiency) of Revenues</i>				
<i>Over (Under) Expenditures</i>				
	<b>(792,320)</b>	<b>37,100</b>	<b>(70,000)</b>	<b>(825,220)</b>
<b>Transfers:</b>				
Transfers In	711,100	29,300	-	740,400
Transfers Out	-	(63,800)	-	(63,800)
	<hr/>	<hr/>	<hr/>	<hr/>
Net Transfers	711,100	(34,500)	-	676,600
<i>Total Revenues &amp; Transfers In</i>	<i>711,100</i>	<i>111,100</i>	<i>390,000</i>	<i>1,212,200</i>
<i>Total Expenditures &amp; Transfers Out</i>	<i>792,320</i>	<i>108,500</i>	<i>460,000</i>	<i>1,360,820</i>
<b>Net Change or</b>				
<b>Adopted Use of Fund Balance</b>	<b>(81,220)</b>	<b>2,600</b>	<b>(70,000)</b>	<b>(148,620)</b>

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**POSITION CONTROL ROSTER  
FY2012/13**

<u>Department / Position Title</u>		<u>FY2010/11</u>	<u>FY2011/12</u>	<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>Adj</u>	<u>Revised</u>
<u>Council</u>								
Administrative Asst	FT	1	-	1	-	1	-	1
Exec Asst to Mayor / City Council	FT	1	-	1	-	1	-	1
<b>TOTAL - City Council</b>		<b>2</b>	<b>-</b>	<b>2</b>	<b>-</b>	<b>2</b>	<b>-</b>	<b>2</b>
<u>City Clerk</u>								
City Clerk	FT	1	-	1	-	1	-	1
Deputy City Clerk	FT	1	-	1	-	1	-	1
Executive Asst I	FT	-	1	1	(1.0)	-	1.0	1
Executive Asst I	P/T	-	-	-	1.0	1	(1.0)	-
Sr Office Asst	P/T	1	(1)	-	-	-	-	-
<b>TOTAL - City Clerk</b>		<b>3</b>	<b>-</b>	<b>3</b>	<b>-</b>	<b>3</b>	<b>-</b>	<b>3</b>
<u>City Attorney</u>								
City Attorney	FT	1	-	1	-	1	-	1
Deputy City Attorney I I I	FT	2	-	2	-	2	-	2
Executive Asst I	FT	1	-	1	-	1	-	1
Ci Legal Secretary	FT	1	-	1	-	1	-	1
<b>TOTAL - City Attorney</b>		<b>5</b>	<b>-</b>	<b>5</b>	<b>-</b>	<b>5</b>	<b>-</b>	<b>5</b>
<u>City Manager</u>								
Asst City Manager	FT	1	-	1	-	1	-	1
Asst to the City Manager	FT	1	-	1	-	1	-	1
Cable TV Producer	FT	2	-	2	-	2	-	2
City Manager	FT	1	-	1	-	1	-	1
Customer Service Asst	FT	1	(1)	-	-	-	-	-
Customer Service Asst	P/T	-	1	1	-	1	-	1
Executive Asst I I	FT	1	-	1	-	1	-	1
Media & Production Coordinator	FT	1	-	1	-	1	-	1
Sr Graphics Designer	FT	1	-	1	-	1	-	1
<b>TOTAL - City Manager</b>		<b>9</b>	<b>-</b>	<b>9</b>	<b>-</b>	<b>9</b>	<b>-</b>	<b>9</b>
<u>Community &amp; Economic Development</u>								
Administrative Asst	FT	4	-	4	-	4	-	4
Assoc Environmental Engineer	FT	-	1	1	-	1	-	1
Associate Engineer	FT	-	2	2	-	2	-	2
Associate Planner	FT	4	-	4	-	4	-	4
Building Div Mgr / Official	FT	1	-	1	-	1	-	1
Building Inspector I I	FT	4	-	4	-	4	-	4
Code & Neigh Svcs Official	FT	1	-	1	-	1	-	1
Code Compliance Officer I I	FT	5	-	5	-	5	-	5
Comm & Economic Dev Director	FT	1	-	1	-	1	-	1
Community Dev Director	FT	1	(1)	-	-	-	-	-
Construction Inspector	FT	-	2	2	-	2	-	2
Development Svcs Coordinator	FT	1	-	1	-	1	(1)	-
Engineering Division Manager	FT	-	1	1	-	1	-	1
Environmental Analyst	FT	-	1	1	-	1	-	1
Executive Asst I	FT	1	-	1	-	1	-	1
Housing Program Coordinator	FT	1	-	1	-	1	-	1
Housing Program Specialist	FT	3	-	3	-	3	-	3
Management Analyst	FT	4	1	5	-	5	-	5
Parking Control Officer	FT	2	-	2	-	2	-	2
Permit Technician	FT	3	1	4	-	4	-	4
Planning Commissioner	FT	7	-	7	-	7	-	7
Planning Div Mgr / Official	FT	1	-	1	-	1	-	1
Redev & Neigh Prog Admin	FT	1	-	1	-	1	-	1
Sr Administrative Asst	FT	4	1	5	-	5	-	5

**POSITION CONTROL ROSTER  
FY2012/13**

<u>Department / Position Title</u>		<u>FY2010/11</u>	<u>FY2011/12</u>	<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>Adj</u>	<u>Revised</u>
Sr Code Compliance Officer	FT	1	(1)	-	-	-	-	-
Sr Engineer, P.E.	FT	-	1	1	-	1	-	1
Sr Financial Analyst	FT	1	-	1	-	1	-	1
Sr Office Asst	FT	1	-	1	-	1	-	1
Sr Parking Control Officer	FT	1	-	1	-	1	-	1
Sr Permit Technician	FT	2	-	2	-	2	-	2
Sr Planner	FT	2	-	2	-	2	-	2
Storm Water Prog Mgr	FT	-	1	1	-	1	-	1
<b>TOTAL - Community &amp; Economic Developm</b>		<b>57</b>	<b>10</b>	<b>67</b>	<b>-</b>	<b>67</b>	<b>(1)</b>	<b>66</b>
<u>Financial &amp; Administrative Services</u>								
Accountant I	FT	1	-	1	-	1	-	1
Accounting Asst	FT	5	(2)	3	-	3	-	3
Accounting Technician	FT	2	-	2	-	2	-	2
Accounts Payable Supervisor	FT	1	-	1	-	1	-	1
Animal Care Technician	FT	4	-	4	-	4	-	4
Animal Control Officer	FT	7	-	7	(1)	6	1	7
Animal Services Asst	FT	2	-	2	(1)	1	1	2
Animal Svcs Dispatcher	FT	2	(1)	1	-	1	-	1
Animal Svcs Division Manager	FT	1	-	1	-	1	-	1
Animal Svcs Field Supervisor	FT	1	-	1	-	1	-	1
Animal Svcs License Inspector	FT	1	-	1	(1)	-	1	1
Animal Svcs Office Supervisor	FT	1	-	1	-	1	-	1
Applications & DB Admin	FT	1	-	1	-	1	-	1
Applications Analyst	FT	1	-	1	-	1	-	1
Asst Buyer	FT	2	-	2	-	2	-	2
Asst Network Administrator	FT	1	-	1	-	1	-	1
Budget Officer	FT	1	(1)	-	-	-	-	-
Enterprise Systems Admin	FT	1	-	1	-	1	-	1
Executive Asst I	FT	1	(1)	-	-	-	-	-
Facilities Maint Mechanic	FT	1	-	1	-	1	-	1
Facilities Maint Worker	FT	3	-	3	-	3	-	3
Facilities Maintenance Spvr	FT	1	(1)	-	-	-	-	-
Fin&Admin Svcs Dir/City Treas	FT	1	-	1	-	1	-	1
Financial Operations Div Mgr	FT	1	-	1	-	1	-	1
GIS Administrator	FT	1	-	1	-	1	-	1
GIS Specialist	FT	1	-	1	-	1	-	1
GIS Technician	FT	1	-	1	(1)	-	-	-
Info Technology Technician	FT	2	-	2	-	2	-	2
Lead Animal Care Technician	FT	1	-	1	-	1	-	1
Management Analyst	FT	1	-	1	-	1	-	1
Network Administrator	FT	1	-	1	-	1	-	1
Payroll Supervisor	FT	1	-	1	-	1	-	1
Principal Accountant	FT	1	-	1	-	1	-	1
Purch & Facilities Div Mgr	FT	1	-	1	-	1	-	1
Security Guard	FT	-	-	-	-	-	1	1
Security Guard	P/T	-	-	-	-	-	1	1
Sr Accountant	FT	1	-	1	-	1	-	1
Sr Administrative Asst	FT	5	(2)	3	-	3	-	3
Sr GIS Analyst	FT	1	-	1	-	1	-	1
Sr Payroll Technician	FT	1	-	1	-	1	-	1
Sr Telecomm Technician	FT	2	-	2	-	2	-	2
Storekeeper	FT	1	-	1	-	1	-	1
Technical Services Div Mgr	FT	1	-	1	-	1	-	1
Telecomm Engineer / Admin	FT	1	-	1	-	1	-	1
Treasury Operations Div Mgr	FT	1	-	1	-	1	-	1
<b>TOTAL - Financial &amp; Administrative Service:</b>		<b>68</b>	<b>(8)</b>	<b>60</b>	<b>(4)</b>	<b>56</b>	<b>5</b>	<b>61</b>

**POSITION CONTROL ROSTER  
FY2012/13**

<u>Department / Position Title</u>		<u>FY2010/11</u>	<u>FY2011/12</u>	<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>Adj</u>	<u>Revised</u>
<u>Fire</u>								
Administrative Asst	FT	-	-	-	-	-	1	1
Emerg Mgmt & Vol Svc Prog Spec	FT	1	-	1	-	1	-	1
Emerg Mgmt & Vol Svc Prog Spec	P/T	1	(1)	-	-	-	-	-
Emerg Mgmt & Vol Svcs Prog Mgr	FT	1	-	1	-	1	-	1
Fire Inspector I I	FT	2	-	2	-	2	-	2
Fire Marshall	FT	1	-	1	-	1	-	1
Fire Safety Specialist	FT	1	-	1	-	1	-	1
Management Asst	FT	1	-	1	-	1	-	1
Permit Technician	FT	1	-	1	-	1	-	1
Sr Administrative Asst	FT	1	(1)	-	-	-	-	-
Sr Office Asst	FT	1	-	1	-	1	-	1
<b>TOTAL - Fire</b>		<b>11</b>	<b>(2)</b>	<b>9</b>	<b>-</b>	<b>9</b>	<b>1</b>	<b>10</b>
<u>Human Resources</u>								
Human Resources Analyst	FT	1	-	1	-	1	-	1
Human Resources Technician	FT	2	(1)	1	(1)	-	1	1
Human Resources Dir/Interim	FT	1	-	1	-	1	-	1
Risk Division Manager	FT	1	-	1	-	1	(1)	-
Security Guard	FT	2	(1)	1	-	1	(1)	-
Security Guard	P/T	1	-	1	-	1	(1)	-
Sr Human Resources Analyst	FT	1	-	1	-	1	-	1
<b>TOTAL - Human Resources</b>		<b>9</b>	<b>(2)</b>	<b>7</b>	<b>(1)</b>	<b>6</b>	<b>(2)</b>	<b>4</b>
<u>Parks &amp; Community Services</u>								
After School Prog Coordinator	FT	4	(4)	-	-	-	-	-
After School Prog Specialist	P/T	8	(8)	-	-	-	-	-
After School Prog Supervisor	FT	1	(1)	-	-	-	-	-
Banquet Facility Rep	FT	1	-	1	-	1	-	1
Child Care Asst	P/T	5	-	5	-	5	-	5
Child Care Instructor I I	P/T	5	-	5	-	5	-	5
Child Care Program Manager	P/T	1	-	1	-	1	-	1
Child Care Site Supervisor	P/T	5	-	5	-	5	-	5
Community Svcs Supervisor	FT	1	-	1	-	1	-	1
Executive Asst I	FT	2	-	2	-	2	-	2
Lead Parks Maint Worker	FT	5	-	5	-	5	-	5
Lib Serv Div Mgr	FT	1	-	1	-	1	-	1
Librarian	FT	4	-	4	-	4	-	4
Library Asst	FT	4	-	4	-	4	-	4
Library Asst	P/T	9	-	9	-	9	-	9
Library Circulation Supervisor	FT	1	-	1	-	1	-	1
Management Analyst	FT	1	-	1	-	1	-	1
Park Ranger	FT	3	-	3	-	3	-	3
Parks & Comm Svcs Director	FT	1	-	1	-	1	-	1
Parks Maint Division Manager	FT	1	-	1	-	1	(1)	-
Parks & Comm Svcs Div Mgr	FT	-	-	-	-	-	1	1
Parks Maint Supervisor	FT	2	-	2	-	2	-	2
Parks Maint Worker	FT	13	-	13	-	13	-	13
Parks Projects Coordinator	FT	1	-	1	-	1	-	1
Recreation Program Coord	FT	2	-	2	-	2	(1)	1
Recreation Program Leader	P/T	7	-	7	-	7	-	7
Recreation Supervisor	FT	-	-	-	-	-	1	1
Sr Administrative Asst	FT	3	(1)	2	-	2	-	2
Sr Citizens Center Coord	FT	1	-	1	-	1	-	1
Sr Customer Service Asst	FT	3	-	3	-	3	-	3
Sr Office Asst	FT	1	-	1	-	1	-	1
Sr Office Asst	P/T	1	-	1	-	1	-	1
Sr Park Ranger	FT	1	(1)	-	-	-	-	-
Sr Parks Maint Technician	FT	1	-	1	-	1	-	1
Sr Recreation Program Leader	P/T	2	-	2	-	2	-	2
<b>TOTAL - Parks &amp; Community Services</b>		<b>101</b>	<b>(1)</b>	<b>86</b>	<b>-</b>	<b>86</b>		

**POSITION CONTROL ROSTER  
FY2012/13**

<u>Department / Position Title</u>		<u>FY2010/11</u>	<u>FY2011/12</u>	<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>Adj</u>	<u>Revised</u>
<u>Police</u>								
Executive Asst I	FT	1	-	1	-	1	-	1
Management Analyst	FT	2	-	2	-	2	-	2
<b>TOTAL - Police</b>		<b>3</b>	<b>-</b>	<b>3</b>	<b>-</b>	<b>3</b>	<b>-</b>	<b>3</b>
<u>Public Works</u>								
Accountant I	FT	1	-	1	-	1	-	1
Accounting Technician	FT	2	-	2	-	2	-	2
Assoc Environmental Engineer	FT	1	(1)	-	-	-	-	-
Associate Engineer	FT	6	(3)	3	-	3	-	3
Asst Crossing Guard Spvr	P/T	1	-	1	-	1	-	1
Construction Inspector	FT	4	(1)	3	-	3	-	3
Crossing Guard	P/T	35	-	35	-	35	-	35
Crossing Guard Supervisor	FT	1	-	1	-	1	-	1
Dep PW Dir /Asst City Engineer	FT	1	-	1	-	1	-	1
Electric Utility Division Mgr	FT	1	-	1	-	1	-	1
Electric Utility Program Coord	FT	1	-	1	-	1	-	1
Engineering Division Manager	FT	1	(1)	-	-	-	-	-
Engineering Technician I I	FT	1	-	1	-	1	-	1
Environmental Analyst	FT	1	(1)	-	-	-	-	-
Equipment Operator	FT	4	-	4	-	4	-	4
Executive Asst I	FT	1	-	1	-	1	-	1
Landscape Development Coord	FT	1	-	1	-	1	(1)	-
Landscape Irrigation Tech	FT	1	-	1	-	1	-	1
Landscape Svcs Inspector	FT	7	(2)	5	(1)	4	(1)	3
Lead Maintenance Worker	FT	3	-	3	-	3	-	3
Lead Traffic Sign/Marking Tech	FT	2	-	2	-	2	-	2
Lead Vehicle / Equip Tech	FT	1	-	1	-	1	-	1
Maint & Operations Div Mgr	FT	1	-	1	-	1	-	1
Maintenance Worker I I	FT	12	-	12	-	12	-	12
Maintenance Worker II	P/T	1	-	1	-	1	-	1
Management Analyst	FT	4	(1)	3	-	3	-	3
Management Asst	FT	2	-	2	-	2	-	2
Permit Technician	FT	2	(1)	1	-	1	-	1
PW Director / City Engineer	FT	1	-	1	-	1	-	1
Spec Dist Budg & Accting Spvr	FT	1	(1)	-	-	-	-	-
Spec Districts Div Mgr	FT	1	-	1	-	1	-	1
Special Districts Prog Mgr	FT	1	-	1	-	1	-	1
Sr Administrative Asst	FT	5	(1)	4	-	4	-	4
Sr Electrical Engineer	FT	1	-	1	-	1	-	1
Sr Engineer, P.E.	FT	11	(3)	8	-	8	-	8
Sr Engineering Technician	FT	1	-	1	-	1	-	1
Sr Equipment Operator	FT	1	-	1	-	1	-	1
Sr Financial Analyst	FT	1	-	1	-	1	-	1
Sr Landscape Svcs Inspector	FT	1	-	1	-	1	-	1
Sr Management Analyst	FT	2	-	2	-	2	-	2
Sr Office Asst	FT	2	(1)	1	-	1	-	1
Sr Traffic Engineer	FT	1	-	1	-	1	-	1
Sr Traffic Signal Technician	FT	1	-	1	-	1	-	1
Storm Water Prog Mgr	FT	1	(1)	-	-	-	-	-
Street Maintenance Supervisor	FT	2	-	2	-	2	-	2
Traffic Operations Supervisor	FT	1	-	1	-	1	-	1
Traffic Sign / Marking Tech I	FT	1	-	1	-	1	-	1
Traffic Sign/Marking Tech I I	FT	2	-	2	-	2	-	2
Traffic Signal Technician	FT	2	-	2	-	2	-	2
Trans Div Mgr / City Traf Engr	FT	1	-	1	-	1	-	1
Tree Trimmer	FT	1	-	1	-	1	-	1
Vehicle / Equipment Technician	FT	2	-	2	-	2	-	2
<b>TOTAL - Public Works</b>		<b>143</b>	<b>(18)</b>	<b>125</b>	<b>(1)</b>	<b>124</b>	<b>(2)</b>	<b>122</b>
<b>GRAND TOTAL</b>		<b>411</b>	<b>(35)</b>	<b>376</b>	<b>(6)</b>	<b>370</b>	<b>1</b>	<b>371</b>



City of Moreno Valley

Date Council Approved April 24, 2012Date Effective July 1, 2012

**CLASS SPECIFICATION**  
**Parks and Community Services Division Manager**

**GENERAL PURPOSE**

Under general direction, plans, organizes, manages and directs the major elements of the Parks and Community Services divisions, including recreation programs, activities and services, community center operations, and maintenance of the innovative funding system manages and coordinates City-wide maintenance of park and recreation areas, facilities, buildings, golf course, senior center, as well as other related facilities; and performs related duties as assigned.

**DISTINGUISHING CHARACTERISTICS**

The Parks and Community Services Manager is responsible for planning, implementing and evaluating the activities and operations of the Parks and Community Services Divisions. The incumbent has full management and administrative responsibilities for a large number of professional, support, part-time and seasonal staff, a wide array of programs and sites, including: Recreation, Community Services, Senior Services, Special Events and Child Care, Planning and implementing a comprehensive maintenance management program for the City's parks by establishing and monitoring performance standards and operations to ensure the highest degree of care possible. The incumbent is responsible for managing and integrating highly varied work programs requiring broad recreational programming and parks maintenance knowledge and experience. Assignments are broad in scope and allow for a high degree of administrative discretion in their execution.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, controls, manages and evaluates the work of the Parks and Community Services Divisions with subordinate supervisors and staff, participates in establishing and implementing operational plans and initiatives to meet department goals and objectives; implements departmental plans, work programs, processes, procedures and policies required to achieve overall department performance results; coordinates and integrates department functions and responsibilities to achieve optimal efficiency and effectiveness; participates in developing and monitoring performance against the annual departmental budget.
2. Plans and evaluates the performance of assigned supervisors and staff; establishes performance requirements and personal development targets; monitors performance and provides coaching for performance improvement and development; provides or recommends compensation and other rewards to recognize performance; takes disciplinary action, up to and including termination, to

address performance deficiencies, subject to management concurrence, in accordance with the City's human resources policies and procedures, and labor contract provisions.

3. Provides leadership and works with supervisors and staff to develop and maintain a high-performance, customer service-oriented work environment that supports achieving the City's mission, strategic goals and core values; provides leadership and participates in programs and activities that promote workplace diversity and a positive employee relations environment.
4. Plans, organizes, directs and manages overall operations, programs and activities of the community service centers and other recreation sites; manages, directs and monitors communication and enforcement of applicable City and department policies, practices, procedures and rules related to site operations and use. Manages, directs and monitors the activities and work of park maintenance, planning and scheduling operations in accordance with City standards for appearance, quality, efficiency and cost-effectiveness; oversees the development and implementation of work standards and procedures; supervises and monitors the development and implementation of preventive and predictive maintenance programs applicable to areas of responsibility.
5. Plans, directs and manages recreation program development, implementation, administration and evaluation; directs research and identification of program needs; initiates, directs and monitors development, organization and implementation of new programs and activities; evaluates the needs and interests of the community in assigned areas of responsibility; evaluates effectiveness of recreation program components and recommends program termination, revision or expansion, if appropriate. Prepares a variety of special and recurring studies and reports; develops recommendations to improve the maintenance, repair, functionality and appearance of park buildings, facilities and grounds; coordinates division activities with other divisions within the department as well as other City departments and outside agencies.
6. Supervises all Recreation and Community Services programming personnel, including application for and administration of grant programs, middle school sports, youth and adult sports programs, senior/community center, conference and recreation centers, after-school programs and associated activities.
7. Manages, directs and monitors the activities and work of park maintenance, planning and scheduling operations in accordance with City standards for appearance, quality and cost-effectiveness; oversees the development and implementation of work standards and procedures; supervises and monitors the development and implementation of preventative and predictive maintenance programs applicable to areas of responsibility.
8. Prepares a variety of special and recurring studies and reports; develops recommendations to improve the maintenance, repair, functionality and appearance of park buildings, facilities and grounds; coordinates division activities with other divisions, departments and agencies.
9. Participates in developing and administering contracts for the construction or improvement of park buildings, facilities and landscaped areas; oversees preparation of bids, specifications, agenda items and cost estimates; reads and interprets drawings for construction; recommends final design changes prior to bid; monitors construction activities to ensure conformance to contract requirements, specifications and standards; ensures compliance with contract terms and conditions.

10. Researches emerging trends and innovative management practices for park maintenance operations and makes recommendations to the Department Director for enhancement and changes; researches, develops and implements environmentally sound maintenance practices, including a comprehensive, integrated pest-management program consistent with applicable conservation, ecological and environmental principles.
11. Provides intradepartmental and interdepartmental support on various projects, including capital projects, park development, and facility management.
12. Confers with other local, regional, state and federal governmental and voluntary recreation agencies.
13. Develops, maintains and updates financial, statistical and other division reports and records; develops and prepares written reports and correspondence.

#### **OTHER DUTIES**

1. Keeps abreast of current trends in related fields by reviewing professional literature and participating in professional organizations.
2. May direct and manage administration and enforcement of permits for use of applicable recreation sites.
3. May act as project manager for specific recreation development projects.
4. May act for the department director in that individual's absence.

#### **QUALIFICATIONS**

##### **Knowledge of:**

1. Principles, procedures, practices, information sources and trends applicable to the field of recreation and community services programming, park planning, design, landscape architecture and ornamental horticulture.
2. Federal, state and local laws, regulations and court decisions applicable to assigned areas of responsibility.
3. Principles and practices applicable to park planning, design, landscape, architecture and ornamental horticulture, needs assessment, program implementation and program evaluation as they apply to recreation program management.
4. Methods and practices of grant application development and administration.
5. Principles and practices of public administration, including budgeting, purchasing, contract development and administration and maintenance of public records.
6. Principles and practices of effective management and supervision.
7. City human resources policies and procedures and labor contract provisions.
8. Applicable conservation, ecological and environment practices.

9. Contract law and inspection policies and procedures as applied by the City.
10. Safety regulations, safe work practices and safety equipment related to the work.
11. State guidelines and rules for safe use of pesticides, herbicides and fertilizers.

**Ability to:**

1. Plan, organize and manage the activities of a large recreation program to meet City business and public service objectives. Manage and direct a large parks and facilities maintenance, repair and cleaning program.
2. Plan, assign, direct and coordinate the work of staff engaged in performing a wide range of park maintenance activities, including golf course maintenance.
3. Manage and direct a large parks and facilities maintenance, repair and cleaning program.
4. Understand, interpret, explain and apply federal, state, and local policies, laws and regulations.
5. Plan, implement and evaluate recreation programs and make sound recommendations for improvements or expansion.
6. Develop, implement and enforce recreation program policies, procedures and processes.
7. Respond sensitively to community issues and concerns; handle citizen complaints in a timely and effective manner.
8. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
9. Exercise sound, expert independent judgment within general policy guidelines.
10. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
11. Establish and maintain effective working relationships with other City departments, managers, employees, volunteers, participants, representatives of other agencies, the public and others encountered in the course of work.

**Education, Training and Experience:**

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a four-year college or university with a major in public or business administration, recreation management, horticulture, landscape architecture, park management, physical education or a closely related field; and at least seven years of progressively responsible professional recreation experience, at least three of which were in a supervisory or program/project management capacity; or an equivalent combination of training and experience. Experience in a public agency is preferred.

**Licenses; Certificates; Special Requirements:**

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

A State of California Pest Control Advisor License, a Qualified Applicator Certificate and a National Recreation and Park Association Playground Safety Inspector Certification are desirable.

## **PHYSICAL AND MENTAL DEMANDS**

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Physical Demands**

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; use hands to operate computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

### **Mental Demands**

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve complex problems; use math/mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions, and interact with other City departments, managers, employees, volunteers, participants, representatives of other agencies, the public and others encountered in the course of work.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works under typical office conditions, and the noise level is usually quiet. The employee may occasionally be required to work in outside conditions, exposed to wet and/or humid conditions, where the noise level may be loud. Incumbents may be required to work extended hours, including evenings and weekends.

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RESOLUTION NO. CSD 2012-01

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, ADOPTING THE AMENDMENTS TO THE OPERATING BUDGET FOR FISCAL YEARS 2011/12 – 2012/13

WHEREAS, the President and Board Members of the Moreno Valley Community Services District approved the Operating Budget for the District for Fiscal Years 2011/12 – 2012/13, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District Proposed Amendments to the Operating Budget for the District for Fiscal Years 2011/12 – 2012/13, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Revised Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Community Services District; and

WHEREAS, the said Proposed Revised Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City; and

WHEREAS, the President and Board of Directors have made such revisions to the Proposed Revised Operating Budget as so desired; and

WHEREAS, the Proposed Revised Operating Budget, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Amendments to the Operating Budget, as Exhibits A-D to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Community Services District's Board of Directors, is hereby approved and adopted as the Annual Operating Budget of the Moreno Valley Community Services District for the Fiscal Years 2011/12 – 2012/13.

**Attachment 2**

Resolution No. CSD 2012-01  
Date adopted: April 24, 2012

2. The following documents included as exhibits to this Resolution and as on file in the Office of the City Clerk (updated Position Control Roster as Exhibit E, new Classification Specification as Exhibit F) and as may have been amended by the Community Services District's Board of Directors, are hereby approved and adopted as the Approved Position Control of the Moreno Valley Community Services District for the Fiscal Years 2011/12 – 2012/13.
3. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
4. Pursuant to Section 61047 of the California Government Code, compensation for the City Council acting in the capacity of the Directors of the Community Services District, shall be \$100 per meeting or for each day's service rendered as a Director, not to exceed six days or \$600 in any calendar month. In addition, the Directors shall be compensated for actual and necessary traveling and incidental expenses incurred while on official business.
5. Pursuant to Section 53901 of the California Government Code, by no later than August 14, 2012, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
6. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 24<sup>th</sup> day of April, 2012.

Resolution No. CSD 2012-01  
Date adopted: April 24, 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 2012-01  
Date adopted: April 24, 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. 2012-01 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a special meeting held on the 24th day of April, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
SECRETARY

(SEAL)

Resolution No. CSD 2012-01  
Date adopted: April 24, 2012

**General Fund Revisions  
FY2011/12**

<b>Dept</b>	<b>Adjusted Budget</b>	<b>Proposed Adjustment</b>	<b>Explanation</b>	<b>Revised Budget</b>
City Council	\$ 577,150	\$ -	No Change	\$ 577,150
City Clerk	543,007	-	No Change	543,007
City Manager	1,238,113	(45,000)	* Increase for State Lobbyist (+40k) * Various expense reductions (-85k)	1,193,113
City Attorney	928,169	-	No Change	928,169
CEDD	6,334,143	179,906	* Cart Retrieval Program (+40k) * Tow Program (+10k) * Additional Economic Development (+12k) * Additional CEDD Director costs (+33k) * Additional Building Plan Checks – with corresponding revenue (+70k)	6,514,049
FASD	5,189,790	-	No Change	5,189,790
Fire	16,137,418	140,000	* Contract Fire Inspector position (+100k) * Replacement of 4 Thermal Imaging Cameras - with corresponding transfer in from Equipment Replacement Fund (+40k)	16,277,418
Human Res.	800,959	90,000	* Additional HR Director costs	890,959
Police	41,261,770	(665,000)	* Decrease in Booking Fees (-285k) * Decrease in Contract rate of 1.2% (-380k)	40,596,770
Public Works	2,219,092	68,805	* Additional PW Director costs	2,287,897
Non-Dept	5,793,400	(910,000)	* General Fund vacancy factor (-1M) * Zone C Arterial Street Light subsidy (+90k)	4,883,400
<b>TOTAL</b>	<b>\$ 81,023,011</b>	<b>\$ (1,141,289)</b>		<b>\$ 79,881,722</b>

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**General Fund Revisions  
FY2012/13**

<b>Dept</b>	<b>Adjusted Budget</b>	<b>Proposed Adjustment</b>	<b>Explanation</b>	<b>Revised Budget</b>
City Council	\$ 577,099		No Change	\$ 577,099
City Clerk	490,205	39,700	* Restore Executive Assistant position from Part-time to Full-time	529,905
City Manager	1,186,132	(5,000)	* Increase for Federal & State Lobbyist (+80k) * Various expense reductions (-85k)	1,181,132
City Attorney	930,802		No Change	930,802
CEDD	6,140,572	318,055	* Cart Retrieval Program (+40k) * Tow Program and temp help (+17k) * Added Economic Develop. (+27k) * Correct CEDD Director costs (+33k) * Additional Building Plan Checks & Permits with added revenue (+200k)	6,458,627
FASD	4,915,838	276,000	* 1/2 support position shared with HR (+43k) * Retain Animal Services positions and service hours (+233k)	5,191,838
Fire	15,975,411	873,000	* Contract Fire Inspector position (+100k) * Morrison Fire Station (+773k)	16,848,411
Human Res.	709,395	128,000	* 1/2 support position shared with Finance (+43k) * Human Resources Analyst position (85k)	837,395
Police	40,764,819	(335,000)	* Decrease in Booking Fees (-285k) * Decrease in Contract rate of 1.2% (-380k) * Increase for Camera Surveillance System replacement (+330k)	40,429,819
Public Works	2,242,854	-	No Change	2,242,854
Non-Dept	3,227,535	(138,000)	* Streetlight Subsidy-Zone B (+675k) * Streetlight Subsidy-Zone C (+420k) * General Fund vacancy factor (-1.2M)	3,089,535
<b>TOTAL</b>	<b>\$ 77,160,662</b>	<b>\$ 1,156,755</b>		<b>\$ 78,317,417</b>

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**General Fund  
Revenue Budget**

**FY 2011-12**

	<b>Adjusted Budget</b>	<b>Recommended Changes</b>	<b>Recommended Budget</b>
Taxes:			
Property taxes	\$ 9,086,000	\$ 544,000	\$ 9,630,000
Property taxes in lieu	13,000,000	170,000	13,170,000
Utility taxes	15,700,000	-	15,700,000
Sales taxes	10,949,760	1,885,240	12,835,000
VLF	400,000	(400,000)	-
Other Taxes	2,125,000	165,000	2,290,000
Franchise Fees	5,076,208	223,792	5,300,000
Licenses and permits	740,000	(45,000)	695,000
Development Services	3,029,550	164,400	3,193,950
Use of money and property	3,783,500	(200,000)	3,583,500
Fines and forfeitures	1,000,000	(525,000)	475,000
Administrative Charges	2,270,000	-	2,270,000
Other Fees	1,851,800	(57,000)	1,794,800
Intergovernmental	402,496	-	402,496
Miscellaneous	2,495,996	(672,297)	1,823,699
<b>Total Revenues</b>	<b>\$ 71,910,310</b>	<b>\$ 1,253,135</b>	<b>\$ 73,163,445</b>

**FY 2012-13**

	<b>Adjusted Budget</b>	<b>Recommended Changes</b>	<b>Recommended Budget</b>
Taxes:			
Property taxes	\$ 9,205,540	\$ 694,460	\$ 9,900,000
Property taxes in lieu	13,195,000	105,000	13,300,000
Utility taxes	15,980,000	80,000	16,060,000
Sales taxes	11,444,000	2,356,000	13,800,000
VLF	400,000	(400,000)	-
Other Taxes	2,190,000	140,000	2,330,000
Franchise Fees	5,154,208	255,792	5,410,000
Licenses and permits	743,000	(30,000)	713,000
Development Services	2,932,915	216,635	3,149,550
Use of money and property	4,018,000	(774,500)	3,243,500
Fines and forfeitures	1,000,000	(525,000)	475,000
Administrative Charges	2,270,000	-	2,270,000
Other Fees	1,900,500	(184,000)	1,716,500
Intergovernmental	77,513	-	77,513
Miscellaneous	2,317,389	(807,529)	1,509,860
<b>Total Revenues</b>	<b>\$ 72,828,065</b>	<b>\$ 1,126,858</b>	<b>\$ 73,954,923</b>

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**General Fund  
Expenditure budget**

<b>FY 2011-12</b>			
	<b>Adjusted Budget</b>	<b>Recommended Changes</b>	<b>Recommended Budget</b>
<b>General government</b>			
City council	\$ 577,150	\$ -	\$ 577,150
City manager	1,238,113	(45,000)	1,193,113
City clerk	543,007	-	543,007
City attorney	928,169	-	928,169
Financial & administrative svcs	5,189,790	-	5,189,790
Human resources	800,959	90,000	890,959
Non-departmental	5,793,400	(910,000)	4,883,400
<b>Public safety</b>			
Police	41,261,770	(665,000)	40,596,770
Fire	16,137,418	140,000	16,277,418
<b>Community &amp; economic development</b>			
Community & economic development	6,334,143	179,906	6,514,049
Public works	2,219,092	68,805	2,287,897
<b>Total Expenditures</b>	<b>\$ 81,023,011</b>	<b>\$ (1,141,289)</b>	<b>\$ 79,881,722</b>
<b>Net Change Revenues vs. Expenses</b>			
Increase (decrease) in fund balance	\$ (9,112,701)	\$ 2,394,423	\$ (6,718,278)
<b>FY 2012-13</b>			
	<b>Adjusted Budget</b>	<b>Recommended Changes</b>	<b>Recommended Budget</b>
<b>General government</b>			
City council	\$ 577,099	\$ -	\$ 577,099
City manager	1,186,132	(5,000)	1,181,132
City clerk	490,205	39,700	529,905
City attorney	930,802	-	930,802
Financial & administrative svcs	4,915,838	276,000	5,191,838
Human resources	709,395	128,000	837,395
Non-departmental	3,227,535	(138,000)	3,089,535
<b>Public safety</b>			
Police	40,764,819	(335,000)	40,429,819
Fire	15,975,411	873,000	16,848,411
<b>Community &amp; economic development</b>			
Community & economic development	6,140,572	318,055	6,458,627
Public works	2,242,854	-	2,242,854
<b>Total Expenditures</b>	<b>\$ 77,160,662</b>	<b>\$ 1,156,755</b>	<b>\$ 78,317,417</b>
<b>Net Change Revenues vs. Expenses</b>			
Increase (decrease) in fund balance	\$ (4,332,597)	\$ (29,897)	\$ (4,362,494)

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## Non-General Fund Expenditure Revisions

FY2011/12

Dept / Fund	Adjusted Budget	Proposed Adjustment	Explanation	Revised Budget
<u>Community &amp; Economic Development</u>				
Neighborhood				
197 Stabilization Program	\$ 2,358,705	\$ (922,235)	Grant Program Expenses	\$ 1,436,470
198 Prevention Program	45,750	37,795	Grant Program Expenses	83,545
230 JAG Grant Fund	31,500	13,702	Grant Program Expenses	45,202
272 JAG Grant Fund	-	91,557	Grant Program Expenses	91,557
285 CDBG 10/11	2,322,014	(19,400)	Grant Program Expenses	2,302,614
<b>CEDD Total</b>	<b>4,757,969</b>	<b>(798,581)</b>		<b>3,959,388</b>
<u>Financial &amp; Administrative Services</u>				
324 Debt Service Fund	726,140	66,180	Debt Service Expenses	792,320
340 OPA Sales Tax Fund	390,000	70,000	Sales Tax Agreement Expenses	460,000
<b>FASD Total</b>	<b>1,116,140</b>	<b>136,180</b>		<b>1,252,320</b>
<u>Parks &amp; Community Services</u>				
161 Zone A Parks Fund	8,081,797	200,000	July 4th	8,281,797
162 STARS Program Grant Fund	6,024,100	117,112	Grant Program Expenses	6,141,212
<b>PCS Total</b>	<b>14,105,897</b>	<b>317,112</b>		<b>14,423,009</b>
<u>Public Works</u>				
PW 121 Gas Tax Fund	4,881,524	121,745	Additional PW Director costs. Bus purchase for litter abatement program (+\$25k)	5,003,269
PW 149 Special District Admin Fund	839,634	68,789	Additional PW Director and personnel costs	908,423
PW 181 Zone D Landscape Fund	1,055,556	10,410	Additional Landscaping Replants	1,065,966
PW 182 Zone E Landscape Fund	2,735,475	(356,868)	Overall adjustments as a result of the unapproved revenue measures. Adjustments include reductions to contract services and personnel.	2,378,607
PW 328 Debt Service Fund	177,700	884,900	Bond call from restricted funds.	1,062,600
PW 374 Debt Service Fund	604,600	(604,600)	Bonds not issued. No debt service due.	-
PW 601 Electric Fund	15,083,507	34,140	Additional PW Director costs.	15,117,647
PW 755 Equipment Maintenance Fund	809,480	37,000	Anticipated increased fuel costs.	846,480
<b>PW Total</b>	<b>26,187,476</b>	<b>195,516</b>		<b>26,382,992</b>

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## Non-General Fund Expenditure Revisions

FY2012/13

Dept / Fund	Adjusted Budget	Proposed Adjustment	Explanation	Revised Budget
<u>Community &amp; Economic Development</u>				
152 Storm Water Fund	\$ 1,029,500	\$ 8,500	Increase in regulatory permit costs	\$ 1,038,000
176 Home (Federal) Fund	413,990	1,232,838	Grant Program Expenses	1,646,828
197 Stabilization Program	1,614,615	6,125,849	Grant Program Expenses	7,740,464
199 CDBG	135,083	(135,083)	Grant Program Expenses	-
230 JAG Grant Fund	31,500	(31,500)	Grant Program Expenses	-
234 JAG Grant Fund	67,895	(67,895)	Grant Program Expenses	-
272 JAG Grant Fund	-	82,350	Grant Program Expenses	82,350
285 CDBG 10/11	1,458,929	285,242	Grant Program Expenses	1,744,171
<b>CEDD Total</b>	<b>4,751,512</b>	<b>7,500,301</b>		<b>12,251,813</b>
<u>Financial &amp; Administrative Services</u>				
324 Debt Service Fund	726,140	66,180	Debt Service Expenses	792,320
340 OPA Sales Tax Fund	390,000	70,000	Sales Tax Agreement Expenses	460,000
750 Fund	6,392,082	150,000	Police camera surveillance maintenance	6,542,082
<b>FASD Total</b>	<b>7,508,222</b>	<b>286,180</b>		<b>7,794,402</b>
<u>Fire</u>				
233 Agency Fines Fund	-	80,000	Purchase of emergency medical services supplies	80,000
<b>Fire Total</b>	<b>-</b>	<b>80,000</b>		<b>80,000</b>
<u>Parks &amp; Community Services</u>				
161 Zone A Parks Fund	8,246,810	100,000	July 4th	8,346,810
162 Fund	6,038,001	103,211	Grant Program Expenses	6,141,212
<b>PCS Total</b>	<b>14,284,811</b>	<b>203,211</b>		<b>14,488,022</b>
<u>Public Works</u>				
121 Gas Tax Fund	4,844,228	(25,000)	Cost Savings	4,819,228
171 Light Fund	1,619,829	68,511	Increased Electric Utility Expenses	1,688,340
172 Light Fund	894,964	56,466	Increased Electric Utility Expenses	951,430
181 Zone D Landscape Fund	989,319	35,002	Additional Landscaping Replants	1,024,321
182 Zone E Landscape Fund	2,744,765	(338,487)	Overall adjustments as a result of the unapproved revenue measures. Adjustments include reductions to contract services and personnel.	2,406,278

Non-General Fund Expenditure Revisions - continued

FY2012/13

Dept / Fund		Adjusted Budget	Proposed Adjustment	Explanation	Revised Budget
183	Zone M Median Fund	\$ 252,234	\$ 50,932	Additional Landscape Maintenance and personnel costs	\$ 303,166
185	Zone S Landscape Fund	57,501	6,055	Additional Landscape Maintenance and personnel costs	63,556
328	Debt Service Fund	177,700	(69,200)	Reduced Debt Service Schedule	108,500
373	Debt Service Fund	369,700	12,300	Debt Service Expenses	382,000
374	Debt Service Fund	604,600	(604,600)	Bonds not issued. No debt service due.	-
601	Electric Fund	14,798,752	270,000	Public Purpose fund expenses for rebates and incentives.	15,068,752
	Equipment Maintenance				
755	Fund	728,300	37,000	Anticipated increased fuel costs.	765,300
<b>PW Total</b>		<b>28,081,892</b>	<b>(501,021)</b>		<b>27,580,871</b>
<u>Community Redevelopment Agency (RDA)</u>					
891	RDA Admin Fund	793,821	(793,821)	Dissolution of RDA	-
894	RDA Housing Fund	6,785,334	(6,785,334)	Dissolution of RDA	-
895	Tax Increment Fund	4,954,475	(4,954,475)	Dissolution of RDA	-
896	RDA Debt Service Fund	2,256,700	(2,256,700)	Dissolution of RDA	-
898	RDA Debt Service Fund	410,000	(410,000)	Dissolution of RDA	-
<b>RDA Total</b>		<b>15,200,330</b>	<b>(15,200,330)</b>		<b>-</b>

**City of Moreno Valley**  
**FY2011/12 Revised Revenue & Expense Summary**  
**Community Services Districts**

	ZONE "A" PARKS FUND	ZONE "B" ST LGHT FUND	ZONE "C" ART LGHT FUND	ZONE "D" STD LDSC FUND
	<u>161</u>	<u>171</u>	<u>172</u>	<u>181</u>
<b>Revenues:</b>				
Taxes:				
Property Taxes	1,695,100	94,200	97,800	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	5,703,900	933,352	431,186	1,138,180
Use of Money & Property	500,000	-	4,500	720
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	26,500	-	-	-
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Total Revenues	7,925,500	1,027,552	533,486	1,138,900
<b>Expenditures:</b>				
Personnel Services	4,064,213	123,279	39,404	351,560
Contractual Services	1,684,708	1,413,500	789,100	503,400
Material & Supplies	450,900	4,200	3,900	53,610
Debt Service	-	-	-	-
Fixed Charges	1,930,559	76,821	61,896	157,396
Fixed Assets	151,417	-	-	-
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Total Expenditures	8,281,797	1,617,800	894,300	1,065,966
<i>Excess (Deficiency) of Revenues</i>				
<i>Over (Under) Expenditures</i>				
	<b>(356,297)</b>	<b>(590,248)</b>	<b>(360,814)</b>	<b>72,934</b>
<b>Transfers:</b>				
Transfers In	307,500	675,000	-	-
Transfers Out	-	-	-	-
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Net Transfers	307,500	675,000	-	-
<i>Total Revenues &amp; Transfers In</i>	8,233,000	1,702,552	533,486	1,138,900
<i>Total Expenditures &amp; Transfers Out</i>	8,281,797	1,617,800	894,300	1,065,966
<b>Net Change or</b>				
<b>Adopted Use of Fund Balance</b>	<b>(48,797)</b>	<b>84,752</b>	<b>(360,814)</b>	<b>72,934</b>

**City of Moreno Valley**  
**FY2011/12 Revised Revenue & Expense Summary**  
**Community Services Districts**

	ZONE "E" EXT LDSC FUND	ZONE "M" MEDIAN FUND	ZONE "S"	TOTAL REVISIONS CSD
	<u>182</u>	<u>183</u>	<u>185</u>	
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	1,887,100
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	2,444,438	182,031	53,295	10,886,382
Use of Money & Property	70,000	-	600	575,820
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	3,800	-	-	30,300
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Total Revenues	2,518,238	182,031	53,895	13,379,602
<b>Expenditures:</b>				
Personnel Services	513,460	65,299	18,652	5,175,867
Contractual Services	1,453,860	152,000	42,800	6,039,368
Materials & Supplies	120,400	16,300	1,000	650,310
Debt Services	-	-	-	-
Fixed Charges	290,887	17,144	7,865	2,542,568
Fixed Assets	-	-	-	151,417
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Total Expenditures	2,378,607	250,743	70,317	14,559,530
<i>Excess (Deficiency) of Revenues</i>				
<i>Over (Under) Expenditures</i>				
	<b>139,631</b>	<b>(68,712)</b>	<b>(16,422)</b>	<b>(1,179,928)</b>
<b>Transfers:</b>				
Transfers In	-	103,400	-	1,085,900
Transfers Out	-	-	-	-
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Net Transfers	-	103,400	-	1,085,900
<i>Total Revenues &amp; Transfers In</i>	2,518,238	285,431	53,895	14,465,502
<i>Total Expenditures &amp; Transfers Out</i>	2,378,607	250,743	70,317	14,559,530
<b>Net Change or</b>				
<b>Adopted Use of Fund Balance</b>	<b>139,631</b>	<b>34,688</b>	<b>(16,422)</b>	<b>(94,028)</b>



**City of Moreno Valley**  
**FY2011/12 Revised Revenue & Expense Summary**  
**Special Revenue Funds**

	<u>GAS TAX FUND</u>	<u>SPCL DIST ADMIN FUND</u>	<u>STORM WATER MANAGEMENT</u>	<u>STARS PROGRAM GRANT FUND</u>
	<u>121</u>	<u>149</u>	<u>152</u>	<u>162</u>
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	5,093,169	-	124,000	6,184,600
Charges for Services	-	824,487	708,100	-
Use of Money & Property	5,000	5,000	-	25,000
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	11,000	-	-	3,000
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Total Revenues	5,109,169	829,487	832,100	6,212,600
<b>Expenditures:</b>				
Personnel Services	3,744,499	535,171	528,322	100,000
Contractual Services	273,699	28,500	468,900	5,629,212
Material & Supplies	647,449	10,200	9,800	412,000
Debt Service	-	-	-	-
Fixed Charges	248,579	334,552	88,878	-
Fixed Assets	89,043	-	-	-
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Total Expenditures	5,003,269	908,423	1,095,900	6,141,212
<i>Excess (Deficiency) of Revenues</i>				
<i>Over (Under) Expenditures</i>	<b>105,900</b>	<b>(78,936)</b>	<b>(263,800)</b>	<b>71,388</b>
<b>Transfers:</b>				
Transfers In	160,000	-	210,200	-
Transfers Out	-	-	-	-
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Net Transfers	160,000	-	210,200	-
<i>Total Revenues &amp; Transfers In</i>	5,269,169	829,487	1,042,300	6,212,600
<i>Total Expenditures &amp; Transfers Out</i>	5,003,269	908,423	1,095,900	6,141,212
<b>Net Change or Adopted Use of Fund Balance</b>	<b><u>265,900</u></b>	<b><u>(78,936)</u></b>	<b><u>(53,600)</u></b>	<b><u>71,388</u></b>

**City of Moreno Valley**  
**FY2011/12 Revised Revenue & Expense Summary**  
**Special Revenue Funds**

	HOME (FEDERAL) FUND	NEIGHBORHOOD D STABILIZATION PRG	2009-DJ-BX- 1178 JAG GRANT FUND	EMERGENCY SVCS AGENCY FINES FD
	<u>176</u>	<u>197</u>	<u>230</u>	<u>233</u>
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	413,435	1,614,600	31,500	-
Charges for Services	-	-	-	-
Use of Money & Property	-	-	-	-
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	-	765,000	-	-
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Total Revenues	413,435	2,379,600	31,500	-
<b>Expenditures:</b>				
Personnel Services	33,435	-	35,552	-
Contractual Services	380,000	1,436,470	3,750	-
Materials & Supplies	-	-	5,900	77,000
Debt Services	-	-	-	-
Fixed Charges	-	-	-	-
Fixed Assets	-	-	-	-
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Total Expenditures	413,435	1,436,470	45,202	77,000
<i>Excess (Deficiency) of Revenues</i>				
<i>Over (Under) Expenditures</i>				
	-	<b>943,130</b>	<b>(13,702)</b>	<b>(77,000)</b>
<b>Transfers:</b>				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
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Net Transfers	-	-	-	-
<i>Total Revenues &amp; Transfers In</i>	413,435	2,379,600	31,500	-
<i>Total Expenditures &amp; Transfers Out</i>	413,435	1,436,470	45,202	77,000
<b>Net Change or</b>				
<b>Adopted Use of Fund Balance</b>	<u>-</u>	<u>943,130</u>	<u>(13,702)</u>	<u>(77,000)</u>

**City of Moreno Valley  
FY2011/12 Revised Revenue & Expense Summary  
Special Revenue Funds**

	<u>2011 JAG GRANT CEDD CODE</u> <u>272</u>	<u>CDBG FY10/11 FUND</u> <u>285</u>	<u>TOTAL SPECIAL REVENUE</u>
<b>Revenues:</b>			
Taxes:			
Property Taxes	-	-	-
Property Taxes in lieu	-	-	-
Utility Taxes	-	-	-
Sales Taxes	-	-	-
Other Taxes	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	2,038,189	15,499,493
Charges for Services	-	-	1,532,587
Use of Money & Property	-	-	35,000
Fines & Forfeitures	-	-	-
Bond Proceeds	-	-	-
Miscellaneous	-	-	779,000
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Total Revenues	-	2,038,189	17,846,080
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<b>Expenditures:</b>			
Personnel Services	80,557	251,370	5,308,906
Contractual Services	5,000	2,034,168	10,259,699
Materials & Supplies	6,000	1,700	1,170,049
Debt Services	-	-	-
Fixed Charges	-	15,376	687,385
Fixed Assets	-	-	89,043
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Total Expenditures	91,557	2,302,614	17,515,082
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<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<b>(91,557)</b>	<b>(264,425)</b>	330,998
<b>Transfers:</b>			
Transfers In	-	-	370,200
Transfers Out	-	-	-
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Net Transfers	-	-	370,200
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<i>Total Revenues &amp; Transfers In</i>	-	2,038,189	18,216,280
<i>Total Expenditures &amp; Transfers Out</i>	91,557	2,302,614	17,515,082
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<b>Net Change or Adopted Use of Fund Balance</b>	<b>(91,557)</b>	<b>(264,425)</b>	<b>701,198</b>
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**City of Moreno Valley**  
**FY2011/12 Revised Revenue & Expense Summary**  
**Proprietary Funds**

	ELECTRIC FUND <u>601</u>	TECHNOLOGY SERVICES FUND <u>750</u>	EQUIPMENT MAINTENANCE FUND <u>755</u>	TOTAL REVISIONS PROPRIETARY
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	16,992,600	4,103,900	703,831	21,800,331
Use of Money & Property	25,000	-	-	25,000
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	224,500	-	-	224,500
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Total Revenues	17,242,100	4,103,900	703,831	22,049,831
<b>Expenditures:</b>				
Personnel Services	12,994,050	2,631,936	261,576	15,887,562
Contractual Services	392,740	1,526,203	94,437	2,013,380
Material & Supplies	4,800	316,174	420,000	740,974
Debt Service	46,020	-	-	46,020
Fixed Charges	1,454,033	583,946	70,467	2,108,446
Fixed Assets	226,004	1,945,174	-	2,171,178
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Total Expenditures	15,117,647	7,003,433	846,480	22,967,560
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<b>2,124,453</b>	<b>(2,899,533)</b>	<b>(142,649)</b>	<b>(917,729)</b>
<b>Transfers:</b>				
Transfers In	-	1,900,000	-	1,900,000
Transfers Out	-	-	-	-
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Net Transfers	-	1,900,000	-	1,900,000
<i>Total Revenues &amp; Transfers In</i>	17,242,100	6,003,900	703,831	23,949,831
<i>Total Expenditures &amp; Transfers Out</i>	15,117,647	7,003,433	846,480	22,967,560
<b>Net Change or Adopted Use of Fund Balance</b>	<b><u>2,124,453</u></b>	<b><u>(999,533)</u></b>	<b><u>(142,649)</u></b>	<b><u>982,271</u></b>

**City of Moreno Valley**  
**FY2011/12 Revised Revenue & Expense Summary**  
**Debt Service Funds**

	2011 PRIV PLMT REF 97 VAR COPS	AUTOML REFIN- CFD #3 DBT SVC FD	OPA SALES TAX #2 FUND	TOTAL REVISIONS DEBT SVC
	<u>324</u>	<u>328</u>	<u>340</u>	
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	81,600	-	81,600
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Use of Money & Property	-	200	390,000	390,200
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	-	-	-	-
	-	81,800	390,000	471,800
Total Revenues	-	81,800	390,000	471,800
<b>Expenditures:</b>				
Personnel Services	-	-	-	-
Contractual Services	66,140	-	-	66,140
Material & Supplies	-	-	-	-
Debt Service	726,180	998,800	460,000	2,184,980
Fixed Charges	-	-	-	-
Fixed Assets	-	-	-	-
	792,320	998,800	460,000	2,251,120
Total Expenditures	792,320	998,800	460,000	2,251,120
<i>Excess (Deficiency) of Revenues</i>				
<i>Over (Under) Expenditures</i>				
	<b>(792,320)</b>	<b>(917,000)</b>	<b>(70,000)</b>	<b>(1,779,320)</b>
<b>Transfers:</b>				
Transfers In	711,100	96,000	-	807,100
Transfers Out	-	(63,800)	-	(63,800)
	711,100	32,200	-	743,300
Net Transfers	711,100	32,200	-	743,300
<i>Total Revenues &amp; Transfers In</i>	711,100	177,800	390,000	1,278,900
<i>Total Expenditures &amp; Transfers Out</i>	792,320	1,062,600	460,000	2,314,920
<b>Net Change or</b>				
<b>Adopted Use of Fund Balance</b>	<b>(81,220)</b>	<b>(884,800)</b>	<b>(70,000)</b>	<b>(1,036,020)</b>

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**City of Moreno Valley**  
**FY2012/13 Revised Revenue & Expense Summary**  
**Community Services Districts**

	ZONE "A" PARKS FUND	ZONE "B" ST LGHT FUND	ZONE "C" ART LGHT FUND	ZONE "D" STD LDSC FUND
	<u>161</u>	<u>171</u>	<u>172</u>	<u>181</u>
<b>Revenues:</b>				
Taxes:				
Property Taxes	1,695,100	94,200	97,800	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	5,725,900	933,352	431,186	1,138,180
Use of Money & Property	500,000	-	4,500	720
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	76,500	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Revenues	7,997,500	1,027,552	533,486	1,138,900
<b>Expenditures:</b>				
Personnel Services	4,115,643	123,279	39,404	238,509
Contractual Services	1,684,708	1,484,040	846,330	531,316
Material & Supplies	450,900	4,200	3,800	48,300
Debt Service	-	-	-	-
Fixed Charges	1,930,559	76,821	61,896	206,196
Fixed Assets	5,000	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenditures	8,186,810	1,688,340	951,430	1,024,321
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>				
	<b>(189,310)</b>	<b>(660,788)</b>	<b>(417,944)</b>	<b>114,579</b>
<b>Transfers:</b>				
Transfers In	307,500	675,000	420,000	-
Transfers Out	(160,000)	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Net Transfers	147,500	675,000	420,000	-
<i>Total Revenues &amp; Transfers In</i>	<i>8,305,000</i>	<i>1,702,552</i>	<i>953,486</i>	<i>1,138,900</i>
<i>Total Expenditures &amp; Transfers Out</i>	<i>8,346,810</i>	<i>1,688,340</i>	<i>951,430</i>	<i>1,024,321</i>
<b>Net Change or Adopted Use of Fund Balance</b>	<b>(41,810)</b>	<b>14,212</b>	<b>2,056</b>	<b>114,579</b>

**City of Moreno Valley**  
**FY2012/13 Revised Revenue & Expense Summary**  
**Community Services Districts**

	ZONE "E" EXT LDSC FUND	ZONE "M" MEDIAN FUND	ZONE "S"	TOTAL REVISIONS CSD
	<u>182</u>	<u>183</u>	<u>185</u>	
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	1,887,100
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	2,444,438	182,031	53,295	10,908,382
Use of Money & Property	70,000	-	600	575,820
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	3,800	-	-	80,300
	<hr/>	<hr/>	<hr/>	<hr/>
Total Revenues	<u>2,518,238</u>	<u>182,031</u>	<u>53,895</u>	<u>13,451,602</u>
<b>Expenditures:</b>				
Personnel Services	364,571	74,195	9,241	4,964,842
Contractual Services	1,594,820	185,827	44,550	6,371,591
Materials & Supplies	111,200	12,200	1,900	632,500
Debt Services	-	-	-	-
Fixed Charges	335,687	30,944	7,865	2,649,968
Fixed Assets	-	-	-	5,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenditures	<u>2,406,278</u>	<u>303,166</u>	<u>63,556</u>	<u>14,623,901</u>
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>				
	<b>111,960</b>	<b>(121,135)</b>	<b>(9,661)</b>	<b>(1,172,299)</b>
<b>Transfers:</b>				
Transfers In	-	103,400	-	1,505,900
Transfers Out	-	-	-	(160,000)
	<hr/>	<hr/>	<hr/>	<hr/>
Net Transfers	<u>-</u>	<u>103,400</u>	<u>-</u>	<u>1,345,900</u>
<i>Total Revenues &amp; Transfers In</i>	<i>2,518,238</i>	<i>285,431</i>	<i>53,895</i>	<i>14,957,502</i>
<i>Total Expenditures &amp; Transfers Out</i>	<i>2,406,278</i>	<i>303,166</i>	<i>63,556</i>	<i>14,783,901</i>
<b>Net Change or Adopted Use of Fund Balance</b>	<b><u>111,960</u></b>	<b><u>(17,735)</u></b>	<b><u>(9,661)</u></b>	<b><u>173,601</u></b>



**City of Moreno Valley**  
**FY2012/13 Revised Revenue & Expense Summary**  
**Special Revenue Funds**

	GAS TAX FUND	SPCL DIST ADMIN FUND	STORM WATER MANAGEMENT	STARS PROGRAM GRANT FUND
	<u>121</u>	<u>149</u>	<u>152</u>	<u>162</u>
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	5,093,169	-	124,000	6,184,600
Charges for Services	-	1,764,800	587,174	-
Use of Money & Property	5,000	600	-	25,000
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	1,011,000	-	-	3,000
	<b>6,109,169</b>	<b>1,765,400</b>	<b>711,174</b>	<b>6,212,600</b>
Total Revenues				
<b>Expenditures:</b>				
Personnel Services	3,728,250	478,119	536,922	113,901
Contractual Services	251,449	27,100	402,400	5,615,311
Material & Supplies	590,950	9,700	9,800	412,000
Debt Service	-	-	-	-
Fixed Charges	248,579	334,552	88,878	-
Fixed Assets	-	-	-	-
	<b>4,819,228</b>	<b>849,471</b>	<b>1,038,000</b>	<b>6,141,212</b>
Total Expenditures				
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<b>1,289,941</b>	<b>915,929</b>	<b>(326,826)</b>	<b>71,388</b>
<b>Transfers:</b>				
Transfers In	160,000	-	218,700	-
Transfers Out	-	-	-	-
	<b>160,000</b>	<b>-</b>	<b>218,700</b>	<b>-</b>
Net Transfers				
<i>Total Revenues &amp; Transfers In</i>	6,269,169	1,765,400	929,874	6,212,600
<i>Total Expenditures &amp; Transfers Out</i>	4,819,228	849,471	1,038,000	6,141,212
<b>Net Change or Adopted Use of Fund Balance</b>	<b>1,449,941</b>	<b>915,929</b>	<b>(108,126)</b>	<b>71,388</b>

**City of Moreno Valley**  
**FY2012/13 Revised Revenue & Expense Summary**  
**Special Revenue Funds**

	HOME (FEDERAL) FUND	NEIGHBORHOOD STABILIZATION PRG	2009-DJ-BX- 1178 JAG GRANT FUND	EMERGENCY SVCS AGENCY FINES FD
	<u>176</u>	<u>197</u>	<u>230</u>	<u>233</u>
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	413,435	1,614,600	-	-
Charges for Services	-	-	-	-
Use of Money & Property	-	-	-	-
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	-	765,000	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Revenues	413,435	2,379,600	-	-
<b>Expenditures:</b>				
Personnel Services	35,967	-	-	-
Contractual Services	410,861	7,740,464	-	-
Materials & Supplies	-	-	-	80,000
Debt Services	-	-	-	-
Fixed Charges	-	-	-	-
Fixed Assets	1,200,000	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenditures	1,646,828	7,740,464	-	80,000
<i>Excess (Deficiency) of Revenues</i>				
<i>Over (Under) Expenditures</i>				
	<b>(1,233,393)</b>	<b>(5,360,864)</b>	-	<b>(80,000)</b>
<b>Transfers:</b>				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Net Transfers	-	-	-	-
<i>Total Revenues &amp; Transfers In</i>	413,435	2,379,600	-	-
<i>Total Expenditures &amp; Transfers Out</i>	1,646,828	7,740,464	-	80,000
<b>Net Change or</b>				
<b>Adopted Use of Fund Balance</b>	<b><u>(1,233,393)</u></b>	<b><u>(5,360,864)</u></b>	<b><u>-</u></b>	<b><u>(80,000)</u></b>

**City of Moreno Valley**  
**FY2012/13 Revised Revenue & Expense Summary**  
**Special Revenue Funds**

	<u>2011 JAG GRANT CEDD CODE</u>	<u>CDBG FY10/11 FUND</u>	<u>TOTAL REVISIONS SP REVENUE</u>
	<u>272</u>	<u>285</u>	
<b>Revenues:</b>			
Taxes:			
Property Taxes	-	-	-
Property Taxes in lieu	-	-	-
Utility Taxes	-	-	-
Sales Taxes	-	-	-
Other Taxes	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	82,350	2,114,650	15,626,804
Charges for Services	-	-	2,351,974
Use of Money & Property	-	-	30,600
Fines & Forfeitures	-	-	-
Bond Proceeds	-	-	-
Miscellaneous	-	-	1,779,000
	<hr/>	<hr/>	<hr/>
Total Revenues	82,350	2,114,650	19,788,378
<b>Expenditures:</b>			
Personnel Services	71,800	291,418	5,256,377
Contractual Services	4,550	1,435,678	15,887,813
Materials & Supplies	6,000	1,700	1,110,150
Debt Services	-	-	-
Fixed Charges	-	15,375	687,384
Fixed Assets	-	-	1,200,000
	<hr/>	<hr/>	<hr/>
Total Expenditures	82,350	1,744,171	24,141,724
<i>Excess (Deficiency) of Revenues</i>			
<i>Over (Under) Expenditures</i>	-	<b>370,479</b>	<i>(4,353,346)</i>
<b>Transfers:</b>			
Transfers In	-	-	378,700
Transfers Out	-	-	-
	<hr/>	<hr/>	<hr/>
Net Transfers	-	-	378,700
<i>Total Revenues &amp; Transfers In</i>	82,350	2,114,650	20,167,078
<i>Total Expenditures &amp; Transfers Out</i>	82,350	1,744,171	24,141,724
<b>Net Change or</b>			
<b>Adopted Use of Fund Balance</b>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
	-	<b>370,479</b>	<b>(3,974,646)</b>

**City of Moreno Valley**  
**FY2012/13 Revised Revenue & Expense Summary**  
**Proprietary Funds**

	ELECTRIC FUND <u>601</u>	TECHNOLOGY SERVICES FUND <u>750</u>	EQUIPMENT MAINTENANCE FUND <u>755</u>	TOTAL REVISIONS PROPRIETARY <u></u>
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	16,992,600	4,253,900	740,831	4,994,731
Use of Money & Property	25,000	-	-	-
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	224,500	-	-	-
	<u>17,242,100</u>	<u>4,253,900</u>	<u>740,831</u>	<u>4,994,731</u>
Total Revenues				
<b>Expenditures:</b>				
Personnel Services	13,038,259	2,648,771	264,833	2,913,604
Contractual Services	392,740	1,369,944	10,000	1,379,944
Material & Supplies	4,800	299,174	420,000	719,174
Debt Service	46,020	-	-	-
Fixed Charges	1,454,033	445,703	70,467	516,170
Fixed Assets	132,900	1,778,490	-	1,778,490
	<u>15,068,752</u>	<u>6,542,082</u>	<u>765,300</u>	<u>7,307,382</u>
Total Expenditures				
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<b>2,173,348</b>	<b>(2,288,182)</b>	<b>(24,469)</b>	<b>(2,312,651)</b>
<b>Transfers:</b>				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Transfers				
<i>Total Revenues &amp; Transfers In</i>	17,242,100	4,253,900	740,831	4,994,731
<i>Total Expenditures &amp; Transfers Out</i>	15,068,752	6,542,082	765,300	7,307,382
<b>Net Change or Adopted Use of Fund Balance</b>	<b><u>2,173,348</u></b>	<b><u>(2,288,182)</u></b>	<b><u>(24,469)</u></b>	<b><u>(2,312,651)</u></b>

**City of Moreno Valley**  
**FY2012/13 Revised Revenue & Expense Summary**  
**Debt Service Funds**

	2011 PRIV PLMT REF 97 VAR COPS <u>324</u>	AUTOML REFIN- CFD #3 DBT SVC FD <u>328</u>	OPA SALES TAX #2 FUND <u>340</u>	TOTAL REVISIONS DEBT SVC <u>          </u>
<b>Revenues:</b>				
Taxes:				
Property Taxes	-	-	-	-
Property Taxes in lieu	-	-	-	-
Utility Taxes	-	-	-	-
Sales Taxes	-	-	-	-
Other Taxes	-	81,600	-	81,600
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Use of Money & Property	-	200	390,000	390,200
Fines & Forfeitures	-	-	-	-
Bond Proceeds	-	-	-	-
Miscellaneous	-	-	-	-
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Total Revenues	-	81,800	390,000	471,800
<b>Expenditures:</b>				
Personnel Services	-	-	-	-
Contractual Services	66,140	-	-	66,140
Material & Supplies	-	-	-	-
Debt Service	726,180	44,700	460,000	1,230,880
Fixed Charges	-	-	-	-
Fixed Assets	-	-	-	-
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Total Expenditures	792,320	44,700	460,000	1,297,020
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<b>(792,320)</b>	<b>37,100</b>	<b>(70,000)</b>	<b>(825,220)</b>
<b>Transfers:</b>				
Transfers In	711,100	29,300	-	740,400
Transfers Out	-	(63,800)	-	(63,800)
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Net Transfers	711,100	(34,500)	-	676,600
<i>Total Revenues &amp; Transfers In</i>	711,100	111,100	390,000	1,212,200
<i>Total Expenditures &amp; Transfers Out</i>	792,320	108,500	460,000	1,360,820
<b>Net Change or Adopted Use of Fund Balance</b>	<b><u>(81,220)</u></b>	<b><u>2,600</u></b>	<b><u>(70,000)</u></b>	<b><u>(148,620)</u></b>

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**POSITION CONTROL ROSTER**  
**FY2012/13**

<u>Department / Position Title</u>		<u>FY2010/11</u>	<u>FY2011/12</u>	<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>Adj</u>	<u>Revised</u>
<u>Council</u>								
Administrative Asst	FT	1	-	1	-	1	-	1
Exec Asst to Mayor / City Council	FT	1	-	1	-	1	-	1
<b>TOTAL - City Council</b>		<b>2</b>	<b>-</b>	<b>2</b>	<b>-</b>	<b>2</b>	<b>-</b>	<b>2</b>
<u>City Clerk</u>								
City Clerk	FT	1	-	1	-	1	-	1
Deputy City Clerk	FT	1	-	1	-	1	-	1
Executive Asst I	FT	-	1	1	(1.0)	-	1.0	1
Executive Asst I	P/T	-	-	-	1.0	1	(1.0)	-
Sr Office Asst	P/T	1	(1)	-	-	-	-	-
<b>TOTAL - City Clerk</b>		<b>3</b>	<b>-</b>	<b>3</b>	<b>-</b>	<b>3</b>	<b>-</b>	<b>3</b>
<u>City Attorney</u>								
City Attorney	FT	1	-	1	-	1	-	1
Deputy City Attorney I I I	FT	2	-	2	-	2	-	2
Executive Asst I	FT	1	-	1	-	1	-	1
Ci Legal Secretary	FT	1	-	1	-	1	-	1
<b>TOTAL - City Attorney</b>		<b>5</b>	<b>-</b>	<b>5</b>	<b>-</b>	<b>5</b>	<b>-</b>	<b>5</b>
<u>City Manager</u>								
Asst City Manager	FT	1	-	1	-	1	-	1
Asst to the City Manager	FT	1	-	1	-	1	-	1
Cable TV Producer	FT	2	-	2	-	2	-	2
City Manager	FT	1	-	1	-	1	-	1
Customer Service Asst	FT	1	(1)	-	-	-	-	-
Customer Service Asst	P/T	-	1	1	-	1	-	1
Executive Asst I I	FT	1	-	1	-	1	-	1
Media & Production Coordinator	FT	1	-	1	-	1	-	1
Sr Graphics Designer	FT	1	-	1	-	1	-	1
<b>TOTAL - City Manager</b>		<b>9</b>	<b>-</b>	<b>9</b>	<b>-</b>	<b>9</b>	<b>-</b>	<b>9</b>
<u>Community &amp; Economic Development</u>								
Administrative Asst	FT	4	-	4	-	4	-	4
Assoc Environmental Engineer	FT	-	1	1	-	1	-	1
Associate Engineer	FT	-	2	2	-	2	-	2
Associate Planner	FT	4	-	4	-	4	-	4
Building Div Mgr / Official	FT	1	-	1	-	1	-	1
Building Inspector I I	FT	4	-	4	-	4	-	4
Code & Neigh Svcs Official	FT	1	-	1	-	1	-	1
Code Compliance Officer I I	FT	5	-	5	-	5	-	5
Comm & Economic Dev Director	FT	1	-	1	-	1	-	1
Community Dev Director	FT	1	(1)	-	-	-	-	-
Construction Inspector	FT	-	2	2	-	2	-	2
Development Svcs Coordinator	FT	1	-	1	-	1	(1)	-
Engineering Division Manager	FT	-	1	1	-	1	-	1
Environmental Analyst	FT	-	1	1	-	1	-	1
Executive Asst I	FT	1	-	1	-	1	-	1
Housing Program Coordinator	FT	1	-	1	-	1	-	1
Housing Program Specialist	FT	3	-	3	-	3	-	3
Management Analyst	FT	4	1	5	-	5	-	5
Parking Control Officer	FT	2	-	2	-	2	-	2
Permit Technician	FT	3	1	4	-	4	-	4
Planning Commissioner	FT	7	-	7	-	7	-	7
Planning Div Mgr / Official	FT	1	-	1	-	1	-	1
Redev & Neigh Prog Admin	FT	1	-	1	-	1	-	1
Sr Administrative Asst	FT	4	1	5	-	5	-	5

**POSITION CONTROL ROSTER  
FY2012/13**

<u>Department / Position Title</u>		<u>FY2010/11</u>	<u>FY2011/12</u>	<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>Adj</u>	<u>Revised</u>
Sr Code Compliance Officer	FT	1	(1)	-	-	-	-	-
Sr Engineer, P.E.	FT	-	1	1	-	1	-	1
Sr Financial Analyst	FT	1	-	1	-	1	-	1
Sr Office Asst	FT	1	-	1	-	1	-	1
Sr Parking Control Officer	FT	1	-	1	-	1	-	1
Sr Permit Technician	FT	2	-	2	-	2	-	2
Sr Planner	FT	2	-	2	-	2	-	2
Storm Water Prog Mgr	FT	-	1	1	-	1	-	1
<b>TOTAL - Community &amp; Economic Developm</b>		<b>57</b>	<b>10</b>	<b>67</b>	<b>-</b>	<b>67</b>	<b>(1)</b>	<b>66</b>
<u>Financial &amp; Administrative Services</u>								
Accountant I	FT	1	-	1	-	1	-	1
Accounting Asst	FT	5	(2)	3	-	3	-	3
Accounting Technician	FT	2	-	2	-	2	-	2
Accounts Payable Supervisor	FT	1	-	1	-	1	-	1
Animal Care Technician	FT	4	-	4	-	4	-	4
Animal Control Officer	FT	7	-	7	(1)	6	1	7
Animal Services Asst	FT	2	-	2	(1)	1	1	2
Animal Svcs Dispatcher	FT	2	(1)	1	-	1	-	1
Animal Svcs Division Manager	FT	1	-	1	-	1	-	1
Animal Svcs Field Supervisor	FT	1	-	1	-	1	-	1
Animal Svcs License Inspector	FT	1	-	1	(1)	-	1	1
Animal Svcs Office Supervisor	FT	1	-	1	-	1	-	1
Applications & DB Admin	FT	1	-	1	-	1	-	1
Applications Analyst	FT	1	-	1	-	1	-	1
Asst Buyer	FT	2	-	2	-	2	-	2
Asst Network Administrator	FT	1	-	1	-	1	-	1
Budget Officer	FT	1	(1)	-	-	-	-	-
Enterprise Systems Admin	FT	1	-	1	-	1	-	1
Executive Asst I	FT	1	(1)	-	-	-	-	-
Facilities Maint Mechanic	FT	1	-	1	-	1	-	1
Facilities Maint Worker	FT	3	-	3	-	3	-	3
Facilities Maintenance Spvr	FT	1	(1)	-	-	-	-	-
Fin&Admin Svcs Dir/City Treas	FT	1	-	1	-	1	-	1
Financial Operations Div Mgr	FT	1	-	1	-	1	-	1
GIS Administrator	FT	1	-	1	-	1	-	1
GIS Specialist	FT	1	-	1	-	1	-	1
GIS Technician	FT	1	-	1	(1)	-	-	-
Info Technology Technician	FT	2	-	2	-	2	-	2
Lead Animal Care Technician	FT	1	-	1	-	1	-	1
Management Analyst	FT	1	-	1	-	1	-	1
Network Administrator	FT	1	-	1	-	1	-	1
Payroll Supervisor	FT	1	-	1	-	1	-	1
Principal Accountant	FT	1	-	1	-	1	-	1
Purch & Facilities Div Mgr	FT	1	-	1	-	1	-	1
Security Guard	FT	-	-	-	-	-	1	1
Security Guard	P/T	-	-	-	-	-	1	1
Sr Accountant	FT	1	-	1	-	1	-	1
Sr Administrative Asst	FT	5	(2)	3	-	3	-	3
Sr GIS Analyst	FT	1	-	1	-	1	-	1
Sr Payroll Technician	FT	1	-	1	-	1	-	1
Sr Telecomm Technician	FT	2	-	2	-	2	-	2
Storekeeper	FT	1	-	1	-	1	-	1
Technical Services Div Mgr	FT	1	-	1	-	1	-	1
Telecomm Engineer / Admin	FT	1	-	1	-	1	-	1
Treasury Operations Div Mgr	FT	1	-	1	-	1	-	1
<b>TOTAL - Financial &amp; Administrative Service:</b>		<b>68</b>	<b>(8)</b>	<b>60</b>	<b>(4)</b>	<b>56</b>	<b>5</b>	<b>61</b>



**POSITION CONTROL ROSTER  
FY2012/13**

<u>Department / Position Title</u>		<u>FY2010/11</u>	<u>FY2011/12</u>	<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>Adj</u>	<u>Revised</u>
<u>Fire</u>								
Administrative Asst	FT	-	-	-	-	-	1	1
Emerg Mgmt & Vol Svc Prog Spec	FT	1	-	1	-	1	-	1
Emerg Mgmt & Vol Svc Prog Spec	P/T	1	(1)	-	-	-	-	-
Emerg Mgmt & Vol Svcs Prog Mgr	FT	1	-	1	-	1	-	1
Fire Inspector I I	FT	2	-	2	-	2	-	2
Fire Marshall	FT	1	-	1	-	1	-	1
Fire Safety Specialist	FT	1	-	1	-	1	-	1
Management Asst	FT	1	-	1	-	1	-	1
Permit Technician	FT	1	-	1	-	1	-	1
Sr Administrative Asst	FT	1	(1)	-	-	-	-	-
Sr Office Asst	FT	1	-	1	-	1	-	1
<b>TOTAL - Fire</b>		<b>11</b>	<b>(2)</b>	<b>9</b>	<b>-</b>	<b>9</b>	<b>1</b>	<b>10</b>
<u>Human Resources</u>								
Human Resources Analyst	FT	1	-	1	-	1	-	1
Human Resources Technician	FT	2	(1)	1	(1)	-	1	1
Human Resources Dir/Interim	FT	1	-	1	-	1	-	1
Risk Division Manager	FT	1	-	1	-	1	(1)	-
Security Guard	FT	2	(1)	1	-	1	(1)	-
Security Guard	P/T	1	-	1	-	1	(1)	-
Sr Human Resources Analyst	FT	1	-	1	-	1	-	1
<b>TOTAL - Human Resources</b>		<b>9</b>	<b>(2)</b>	<b>7</b>	<b>(1)</b>	<b>6</b>	<b>(2)</b>	<b>4</b>
<u>Parks &amp; Community Services</u>								
After School Prog Coordinator	FT	4	(4)	-	-	-	-	-
After School Prog Specialist	P/T	8	(8)	-	-	-	-	-
After School Prog Supervisor	FT	1	(1)	-	-	-	-	-
Banquet Facility Rep	FT	1	-	1	-	1	-	1
Child Care Asst	P/T	5	-	5	-	5	-	5
Child Care Instructor I I	P/T	5	-	5	-	5	-	5
Child Care Program Manager	P/T	1	-	1	-	1	-	1
Child Care Site Supervisor	P/T	5	-	5	-	5	-	5
Community Svcs Supervisor	FT	1	-	1	-	1	-	1
Executive Asst I	FT	2	-	2	-	2	-	2
Lead Parks Maint Worker	FT	5	-	5	-	5	-	5
Lib Serv Div Mgr	FT	1	-	1	-	1	-	1
Librarian	FT	4	-	4	-	4	-	4
Library Asst	FT	4	-	4	-	4	-	4
Library Asst	P/T	9	-	9	-	9	-	9
Library Circulation Supervisor	FT	1	-	1	-	1	-	1
Management Analyst	FT	1	-	1	-	1	-	1
Park Ranger	FT	3	-	3	-	3	-	3
Parks & Comm Svcs Director	FT	1	-	1	-	1	-	1
Parks Maint Division Manager	FT	1	-	1	-	1	(1)	-
Parks & Comm Svcs Div Mgr	FT	-	-	-	-	-	1	1
Parks Maint Supervisor	FT	2	-	2	-	2	-	2
Parks Maint Worker	FT	13	-	13	-	13	-	13
Parks Projects Coordinator	FT	1	-	1	-	1	-	1
Recreation Program Coord	FT	2	-	2	-	2	(1)	1
Recreation Program Leader	P/T	7	-	7	-	7	-	7
Recreation Supervisor	FT	-	-	-	-	-	1	1
Sr Administrative Asst	FT	3	(1)	2	-	2	-	2
Sr Citizens Center Coord	FT	1	-	1	-	1	-	1
Sr Customer Service Asst	FT	3	-	3	-	3	-	3
Sr Office Asst	FT	1	-	1	-	1	-	1
Sr Office Asst	P/T	1	-	1	-	1	-	1
Sr Park Ranger	FT	1	(1)	-	-	-	-	-
Sr Parks Maint Technician	FT	1	-	1	-	1	-	1
Sr Recreation Program Leader	P/T	2	-	2	-	2	-	2
<b>TOTAL - Parks &amp; Community Services</b>		<b>101</b>	<b>(11)</b>	<b>86</b>	<b>-</b>	<b>86</b>		

**POSITION CONTROL ROSTER  
FY2012/13**

<u>Department / Position Title</u>		<u>FY2010/11</u>	<u>FY2011/12</u>	<u>FY2011/12</u>	<u>FY2012/13</u>	<u>FY2012/13</u>	<u>FY 12/13</u>	<u>FY 12/13</u>
		<u>No.</u>	<u>DRO / Adj</u>	<u>No.</u>	<u>DRO / Adj</u>	<u>Original</u>	<u>Adj</u>	<u>Revised</u>
<u>Police</u>								
Executive Asst I	FT	1	-	1	-	1	-	1
Management Analyst	FT	2	-	2	-	2	-	2
<b>TOTAL - Police</b>		<b>3</b>	<b>-</b>	<b>3</b>	<b>-</b>	<b>3</b>	<b>-</b>	<b>3</b>
<u>Public Works</u>								
Accountant I	FT	1	-	1	-	1	-	1
Accounting Technician	FT	2	-	2	-	2	-	2
Assoc Environmental Engineer	FT	1	(1)	-	-	-	-	-
Associate Engineer	FT	6	(3)	3	-	3	-	3
Asst Crossing Guard Spvr	P/T	1	-	1	-	1	-	1
Construction Inspector	FT	4	(1)	3	-	3	-	3
Crossing Guard	P/T	35	-	35	-	35	-	35
Crossing Guard Supervisor	FT	1	-	1	-	1	-	1
Dep PW Dir /Asst City Engineer	FT	1	-	1	-	1	-	1
Electric Utility Division Mgr	FT	1	-	1	-	1	-	1
Electric Utility Program Coord	FT	1	-	1	-	1	-	1
Engineering Division Manager	FT	1	(1)	-	-	-	-	-
Engineering Technician I I	FT	1	-	1	-	1	-	1
Environmental Analyst	FT	1	(1)	-	-	-	-	-
Equipment Operator	FT	4	-	4	-	4	-	4
Executive Asst I	FT	1	-	1	-	1	-	1
Landscape Development Coord	FT	1	-	1	-	1	(1)	-
Landscape Irrigation Tech	FT	1	-	1	-	1	-	1
Landscape Svcs Inspector	FT	7	(2)	5	(1)	4	(1)	3
Lead Maintenance Worker	FT	3	-	3	-	3	-	3
Lead Traffic Sign/Marking Tech	FT	2	-	2	-	2	-	2
Lead Vehicle / Equip Tech	FT	1	-	1	-	1	-	1
Maint & Operations Div Mgr	FT	1	-	1	-	1	-	1
Maintenance Worker I I	FT	12	-	12	-	12	-	12
Maintenance Worker II	P/T	1	-	1	-	1	-	1
Management Analyst	FT	4	(1)	3	-	3	-	3
Management Asst	FT	2	-	2	-	2	-	2
Permit Technician	FT	2	(1)	1	-	1	-	1
PW Director / City Engineer	FT	1	-	1	-	1	-	1
Spec Dist Budg & Accting Spvr	FT	1	(1)	-	-	-	-	-
Spec Districts Div Mgr	FT	1	-	1	-	1	-	1
Special Districts Prog Mgr	FT	1	-	1	-	1	-	1
Sr Administrative Asst	FT	5	(1)	4	-	4	-	4
Sr Electrical Engineer	FT	1	-	1	-	1	-	1
Sr Engineer, P.E.	FT	11	(3)	8	-	8	-	8
Sr Engineering Technician	FT	1	-	1	-	1	-	1
Sr Equipment Operator	FT	1	-	1	-	1	-	1
Sr Financial Analyst	FT	1	-	1	-	1	-	1
Sr Landscape Svcs Inspector	FT	1	-	1	-	1	-	1
Sr Management Analyst	FT	2	-	2	-	2	-	2
Sr Office Asst	FT	2	(1)	1	-	1	-	1
Sr Traffic Engineer	FT	1	-	1	-	1	-	1
Sr Traffic Signal Technician	FT	1	-	1	-	1	-	1
Storm Water Prog Mgr	FT	1	(1)	-	-	-	-	-
Street Maintenance Supervisor	FT	2	-	2	-	2	-	2
Traffic Operations Supervisor	FT	1	-	1	-	1	-	1
Traffic Sign / Marking Tech I	FT	1	-	1	-	1	-	1
Traffic Sign/Marking Tech I I	FT	2	-	2	-	2	-	2
Traffic Signal Technician	FT	2	-	2	-	2	-	2
Trans Div Mgr / City Traf Engr	FT	1	-	1	-	1	-	1
Tree Trimmer	FT	1	-	1	-	1	-	1
Vehicle / Equipment Technician	FT	2	-	2	-	2	-	2
<b>TOTAL - Public Works</b>		<b>143</b>	<b>(18)</b>	<b>125</b>	<b>(1)</b>	<b>124</b>	<b>(2)</b>	<b>122</b>
<b>GRAND TOTAL</b>		<b>411</b>	<b>(35)</b>	<b>376</b>	<b>(6)</b>	<b>370</b>	<b>1</b>	<b>371</b>

City of Moreno Valley

Date Council Approved April 24, 2012Date Effective July 1, 2012

**CLASS SPECIFICATION**  
**Parks and Community Services Division Manager**

**GENERAL PURPOSE**

Under general direction, plans, organizes, manages and directs the major elements of the Parks and Community Services divisions, including recreation programs, activities and services, community center operations, and maintenance of the innovative funding system manages and coordinates City-wide maintenance of park and recreation areas, facilities, buildings, golf course, senior center, as well as other related facilities; and performs related duties as assigned.

**DISTINGUISHING CHARACTERISTICS**

The Parks and Community Services Manager is responsible for planning, implementing and evaluating the activities and operations of the Parks and Community Services Divisions. The incumbent has full management and administrative responsibilities for a large number of professional, support, part-time and seasonal staff, a wide array of programs and sites, including: Recreation, Community Services, Senior Services, Special Events and Child Care, Planning and implementing a comprehensive maintenance management program for the City's parks by establishing and monitoring performance standards and operations to ensure the highest degree of care possible. The incumbent is responsible for managing and integrating highly varied work programs requiring broad recreational programming and parks maintenance knowledge and experience. Assignments are broad in scope and allow for a high degree of administrative discretion in their execution.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, controls, manages and evaluates the work of the Parks and Community Services Divisions with subordinate supervisors and staff, participates in establishing and implementing operational plans and initiatives to meet department goals and objectives; implements departmental plans, work programs, processes, procedures and policies required to achieve overall department performance results; coordinates and integrates department functions and responsibilities to achieve optimal efficiency and effectiveness; participates in developing and monitoring performance against the annual departmental budget.
2. Plans and evaluates the performance of assigned supervisors and staff; establishes performance requirements and personal development targets; monitors performance and provides coaching for performance improvement and development; provides or recommends compensation and other rewards to recognize performance; takes disciplinary action, up to and including termination, to

address performance deficiencies, subject to management concurrence, in accordance with the City's human resources policies and procedures, and labor contract provisions.

3. Provides leadership and works with supervisors and staff to develop and maintain a high-performance, customer service-oriented work environment that supports achieving the City's mission, strategic goals and core values; provides leadership and participates in programs and activities that promote workplace diversity and a positive employee relations environment.
4. Plans, organizes, directs and manages overall operations, programs and activities of the community service centers and other recreation sites; manages, directs and monitors communication and enforcement of applicable City and department policies, practices, procedures and rules related to site operations and use. Manages, directs and monitors the activities and work of park maintenance, planning and scheduling operations in accordance with City standards for appearance, quality, efficiency and cost-effectiveness; oversees the development and implementation of work standards and procedures; supervises and monitors the development and implementation of preventive and predictive maintenance programs applicable to areas of responsibility.
5. Plans, directs and manages recreation program development, implementation, administration and evaluation; directs research and identification of program needs; initiates, directs and monitors development, organization and implementation of new programs and activities; evaluates the needs and interests of the community in assigned areas of responsibility; evaluates effectiveness of recreation program components and recommends program termination, revision or expansion, if appropriate. Prepares a variety of special and recurring studies and reports; develops recommendations to improve the maintenance, repair, functionality and appearance of park buildings, facilities and grounds; coordinates division activities with other divisions within the department as well as other City departments and outside agencies.
6. Supervises all Recreation and Community Services programming personnel, including application for and administration of grant programs, middle school sports, youth and adult sports programs, senior/community center, conference and recreation centers, after-school programs and associated activities.
7. Manages, directs and monitors the activities and work of park maintenance, planning and scheduling operations in accordance with City standards for appearance, quality and cost-effectiveness; oversees the development and implementation of work standards and procedures; supervises and monitors the development and implementation of preventative and predictive maintenance programs applicable to areas of responsibility.
8. Prepares a variety of special and recurring studies and reports; develops recommendations to improve the maintenance, repair, functionality and appearance of park buildings, facilities and grounds; coordinates division activities with other divisions, departments and agencies.
9. Participates in developing and administering contracts for the construction or improvement of park buildings, facilities and landscaped areas; oversees preparation of bids, specifications, agenda items and cost estimates; reads and interprets drawings for construction; recommends final design changes prior to bid; monitors construction activities to ensure conformance to contract requirements, specifications and standards; ensures compliance with contract terms and conditions.

10. Researches emerging trends and innovative management practices for park maintenance operations and makes recommendations to the Department Director for enhancement and changes; researches, develops and implements environmentally sound maintenance practices, including a comprehensive, integrated pest-management program consistent with applicable conservation, ecological and environmental principles.
11. Provides intradepartmental and interdepartmental support on various projects, including capital projects, park development, and facility management.
12. Confers with other local, regional, state and federal governmental and voluntary recreation agencies.
13. Develops, maintains and updates financial, statistical and other division reports and records; develops and prepares written reports and correspondence.

#### **OTHER DUTIES**

1. Keeps abreast of current trends in related fields by reviewing professional literature and participating in professional organizations.
2. May direct and manage administration and enforcement of permits for use of applicable recreation sites.
3. May act as project manager for specific recreation development projects.
4. May act for the department director in that individual's absence.

#### **QUALIFICATIONS**

##### **Knowledge of:**

1. Principles, procedures, practices, information sources and trends applicable to the field of recreation and community services programming, park planning, design, landscape architecture and ornamental horticulture.
2. Federal, state and local laws, regulations and court decisions applicable to assigned areas of responsibility.
3. Principles and practices applicable to park planning, design, landscape, architecture and ornamental horticulture, needs assessment, program implementation and program evaluation as they apply to recreation program management.
4. Methods and practices of grant application development and administration.
5. Principles and practices of public administration, including budgeting, purchasing, contract development and administration and maintenance of public records.
6. Principles and practices of effective management and supervision.
7. City human resources policies and procedures and labor contract provisions.
8. Applicable conservation, ecological and environment practices.

9. Contract law and inspection policies and procedures as applied by the City.
10. Safety regulations, safe work practices and safety equipment related to the work.
11. State guidelines and rules for safe use of pesticides, herbicides and fertilizers.

**Ability to:**

1. Plan, organize and manage the activities of a large recreation program to meet City business and public service objectives. Manage and direct a large parks and facilities maintenance, repair and cleaning program.
2. Plan, assign, direct and coordinate the work of staff engaged in performing a wide range of park maintenance activities, including golf course maintenance.
3. Manage and direct a large parks and facilities maintenance, repair and cleaning program.
4. Understand, interpret, explain and apply federal, state, and local policies, laws and regulations.
5. Plan, implement and evaluate recreation programs and make sound recommendations for improvements or expansion.
6. Develop, implement and enforce recreation program policies, procedures and processes.
7. Respond sensitively to community issues and concerns; handle citizen complaints in a timely and effective manner.
8. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
9. Exercise sound, expert independent judgment within general policy guidelines.
10. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
11. Establish and maintain effective working relationships with other City departments, managers, employees, volunteers, participants, representatives of other agencies, the public and others encountered in the course of work.

**Education, Training and Experience:**

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a four-year college or university with a major in public or business administration, recreation management, horticulture, landscape architecture, park management, physical education or a closely related field; and at least seven years of progressively responsible professional recreation experience, at least three of which were in a supervisory or program/project management capacity; or an equivalent combination of training and experience. Experience in a public agency is preferred.

**Licenses; Certificates; Special Requirements:**

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

A State of California Pest Control Advisor License, a Qualified Applicator Certificate and a National Recreation and Park Association Playground Safety Inspector Certification are desirable.

## **PHYSICAL AND MENTAL DEMANDS**

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Physical Demands**

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; use hands to operate computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

### **Mental Demands**

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve complex problems; use math/mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions, and interact with other City departments, managers, employees, volunteers, participants, representatives of other agencies, the public and others encountered in the course of work.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works under typical office conditions, and the noise level is usually quiet. The employee may occasionally be required to work in outside conditions, exposed to wet and/or humid conditions, where the noise level may be loud. Incumbents may be required to work extended hours, including evenings and weekends.

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## CITY OF MORENO VALLEY

# MID-YEAR FY 2011-12 AND FY 2012-13 BUDGET UPDATE

**April 24, 2012**

# Presentation Overview



**Review of Revenues**



**FY 2011-12 Recommended Changes**



**FY 2012-13 Recommended Changes**

# FY 11-12 & FY 12-13 Revenue Update

City of Moreno Valley						
General Fund						
FY2011-12 & FY2012-13 Proposed Adjustments						
	<u>2011-12</u>		<u>2011-12</u>	<u>2012-13</u>		<u>2012-13</u>
	<u>Adjusted Budget</u>	<u>Proposed Adjustments</u>	<u>Revised Budget</u>	<u>Adopted Budget</u>	<u>Proposed Adjustments</u>	<u>Revised Budget</u>
<b>REVENUES</b>						
Utility Users Tax (UUT)	15,700,000	0	15,700,000	15,980,000	80,000	16,060,000
VLF	400,000	(400,000)	0	400,000	(400,000)	0
Sales Tax	10,949,760	1,885,240	12,835,000	11,444,000	2,356,000	13,800,000
Property Tax	9,086,000	544,000	9,630,000	9,205,540	694,460	9,900,000
Property Tax in-lieu of VLF	13,000,000	170,000	13,170,000	13,195,000	105,000	13,300,000
Development Svcs	3,029,550	164,400	3,193,950	2,932,915	216,635	3,149,550
Franchise Fees	5,076,208	223,792	5,300,000	5,154,208	255,792	5,410,000
Interest Income	3,783,500	(200,000)	3,583,500	4,018,000	(774,500)	3,243,500
Admin Charges	2,270,000	0	2,270,000	2,270,000	0	2,270,000
Gross Receipt Tax	1,100,000	0	1,100,000	1,120,000	20,000	1,140,000
Fines & Forfeitures	1,000,000	(525,000)	475,000	1,000,000	(525,000)	475,000
Other Taxes	1,025,000	165,000	1,190,000	1,070,000	120,000	1,190,000
Other Fees	1,851,800	(57,000)	1,794,800	1,900,500	(184,000)	1,716,500
Permits & Licenses	740,000	(45,000)	695,000	743,000	(30,000)	713,000
Miscellaneous Revenues	2,495,996	(672,297)	1,823,699	2,317,389	(807,529)	1,509,860
Transfers	402,496	0	402,496	77,513	0	77,513
<b>Total Revenues</b>	<b>71,910,310</b>	<b>1,253,134</b>	<b>73,163,444</b>	<b>72,828,065</b>	<b>1,126,858</b>	<b>73,954,923</b>

# Overview of Recommended Budget Changes

City of Moreno Valley							
General Fund							
FY2011-12 & FY2012-13 Proposed Adjustments							
		<u>2011-12</u>		<u>2011-12</u>	<u>2012-13</u>		<u>2012-13</u>
		<u>Adjusted</u>	<u>Proposed</u>	<u>Revised</u>	<u>Adopted</u>	<u>Proposed</u>	<u>Revised</u>
		<u>Budget</u>	<u>Adjustments</u>	<u>Budget</u>	<u>Budget</u>	<u>Adjustments</u>	<u>Budget</u>
<b>EXPENDITURES</b>							
<b>General</b>							
City Council		577,150	0	577,150	577,099	0	577,099
City Clerk		543,007	0	543,007	490,205	39,700	529,905
City Manager		1,238,113	(45,000)	1,193,113	1,186,132	(5,000)	1,181,132
City Attorney		928,169	0	928,169	930,802	0	930,802
CEDD		6,334,143	179,906	6,514,049	6,140,572	318,055	6,458,627
FASD		5,189,790	0	5,189,790	4,915,838	43,000	4,958,838
Human Res		800,959	90,000	890,959	709,395	128,000	837,395
Public Works		2,219,092	68,805	2,287,897	2,242,854	0	2,242,854
Non-Dept		5,793,400	(910,000)	4,883,400	3,227,535	95,000	3,322,535
<b>Total General</b>		<b>23,623,823</b>	<b>(616,289)</b>	<b>23,007,534</b>	<b>20,420,432</b>	<b>618,755</b>	<b>21,039,187</b>
<b>Public Safety</b>							
Police		41,261,770	(665,000)	40,596,770	40,764,819	(335,000)	40,429,819
Fire		16,137,418	140,000	16,277,418	15,975,411	873,000	16,848,411
<b>Total Public Safety</b>		<b>57,399,188</b>	<b>(525,000)</b>	<b>56,874,188</b>	<b>56,740,230</b>	<b>538,000</b>	<b>57,278,230</b>
<b>Total Expenditures</b>		<b>81,023,011</b>	<b>(1,141,289)</b>	<b>79,881,722</b>	<b>77,160,662</b>	<b>1,156,755</b>	<b>78,317,417</b>
<b>NET (Revenue less Expense)</b>		<b>(9,112,701)</b>	<b>2,394,423</b>	<b>(6,718,278)</b>	<b>(4,332,597)</b>	<b>(29,897)</b>	<b>(4,362,494)</b>

# FY 2011-12 Recommended Budget Changes

<u>Department</u>	<u>2011-12 Adjusted Budget</u>	<u>Proposed Adjustments</u>	<u>Explanation</u>	<u>2011-12 Revised</u>
City Council	577,150			577,150
City Clerk	543,007			543,007
City Manager	1,238,113	(45,000)	* Increase for State Lobbyist (40k) * Various expense reductions (-85k)	1,193,113
City Attorney	928,169			928,169
CEDD	6,334,143	179,906	* Cart Retrieval Program (40k) * Tow Program (10k) * Additional Economic Development (12k) * Additional CEDD Director costs (33k) * Additional Building Plan Checks - with corresponding revenue (70k)	6,514,049
FASD	5,189,790			5,189,790
Fire	16,137,418	140,000	* Contract Fire Inspector position (100k) * Replacement of 4 Thermal Imaging Cameras - with corresponding transfer in from the Equipment Replacement Fund (40k)	16,277,418
Human Resources	800,959	90,000	* Additional HR Director costs	890,959
Police	41,261,770	(665,000)	* Decrease in Booking Fees (285k) * Decrease in Contract rate of 1.2% (380k)	40,596,770
Public Works	2,219,092	68,805	* Additional PW Director costs	2,287,897
Non-Departmental	5,793,400	(910,000)	* General Fund vacancy factor (-1M) * Zone C Arterial Street Light subsidy (90k)	4,883,400
<b>TOTAL</b>	<b>81,023,011</b>	<b>(1,141,289)</b>		<b>79,881,722</b>

# FY 2012-13 Recommended Budget Changes

<u>Department</u>	<u>2012-13 Budget Amount</u>	<u>Proposed Adjustments</u>	<u>Explanation</u>	<u>2012-13 Revised</u>
City Council	577,099	-		577,099
City Clerk	490,205	39,700	* Restore Executive Assistant position from Part-time to Full-time	529,905
City Manager	1,186,132	(5,000)	* Increase for Federal & State Lobbyist (80k) * Various expense reductions (85k)	1,181,132
City Attorney	930,802	-		930,802
CEDD	6,140,572	318,055	* Cart Retrieval Program (40k) * Tow Program and temp help (17k) * Additional Economic Development (27k) * Additional CEDD Director costs (33k) * Additional Building Plan Checks & Permits - with corresponding revenue (200k)	6,458,627
FASD	4,915,838	276,000	* 1/2 support position shared with HR (43k) * Retain Animal Services positions (233k)	5,191,838
Fire	15,975,411	873,000	* Contract Fire Inspector position (100k) * Morrison Fire Station (773k)	16,848,411
Human Resources	709,395	128,000	* 1/2 support position shared with HR (43k) * Human Resources Analyst position (85k)	837,395
Police	40,764,819	(335,000)	* Decrease in Booking Fees (-285k) * Decrease in Contract rate of 1.2% (-380k) * Increase for Camera Surveillance System replacement (330k)	40,429,819
Public Works	2,242,854	-		2,242,854
Non-Departmental	3,227,535	(138,000)	* Subsidy (increase) to Zone B (675k) * Subsidy (increase) to Zone C (420k) * General Fund vacancy (decrease) factor (-1.2M)	3,089,535
<b>TOTAL</b>	<b>77,160,662</b>	<b>1,156,755</b>		<b>78,317,417</b>

# Non-General Funds

## Recommended Adjustments for FY 2012/13:

### **Special Districts: Decrease budget by \$356,868**

**Defunding 1 Landscape Inspector position and 1 Landscape Development Coordinator position (in addition to 1 Landscape Inspector position defunded as of July 1, 2012 within the adopted DEP)**

**Gas Tax: \$25,000 toward the replacement of a 31-year old bus used for the weekend weed/litter abatement program (\$10,000 also available in vehicle replacement funds)**

**MV Utility: \$270,000 to increase Public Purpose Program**

**CSD Zone A – Adding the 4<sup>th</sup> of July - \$100,000**

# Other Notable Issues



## Elimination of the Redevelopment Agency

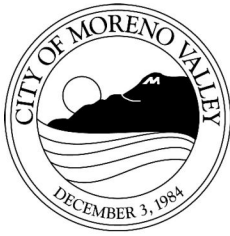
- New budgets are being developed for the Successor Agency, the Housing Authority and a new General Fund Business Unit**
- The Successor Agency Budget will be consistent with the approved Recognized Obligation Payment Schedule**
- The General Fund Business Unit will retain expenses not supported by the Successor Agency due to funding restrictions, but necessary for the wind-down of the RDA obligations**
- Staff will return to the City Council with these recommended budgets in May 2012**



# Summary

- 1. The budget amendments maintain service levels while “staying the course”, delivering the DEP results as planned**
- 2. The budget for the current Fiscal Year is on track with minimal adjustments**
- 3. Adjustments for FY 2012-13 complete the update of the adopted two-year budget**
- 4. Staff will return with recommended budget adjustments for the Successor Agency, Housing Authority and a new General Fund Business Unit**

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

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** April 24, 2012

**TITLE:** DEVELOPMENT PARTNERS SELECTION FOR THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3)

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve amended NSP Single-Family Residential Acquisition, Rehabilitation and Resale (SFR-ARR) Program Guidelines and Procedures Manual (Attachment A);
2. Approve amended NSP Multi-Family Residential Acquisition, Rehabilitation and Rental (MFR-ARR) Program Guidelines and Procedures Manual (Attachment B);
3. Authorize the City Manager to approve non-substantive changes to the NSP Program Guidelines;
4. Authorize the City Manager to execute Participation Agreements with recommended Development Partners (Attachments C-E); and
5. Authorize the City Manager to execute purchase agreements and Affordable Housing Agreements for the acquisition of foreclosed properties per the provisions of the Neighborhood Stabilization Program and Moreno Valley ARR Program Guidelines.

### **BACKGROUND**

In 2008, the federal government approved legislation that provided Community Development Block Grant (CDBG) funding to local governments to address the foreclosure crisis experienced across the nation. The program was known as the Neighborhood Stabilization Program (NSP) and Moreno Valley received an allocation of \$11,390,116 to stabilize neighborhoods with a high percent of foreclosures, homes in default, and homes financed by sub-prime or high-risk mortgages.

On July 21, 2010, the Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act) allocated additional NSP assistance; this additional allocation represented the third round of NSP funding and is referred to as NSP3. Moreno Valley was allocated \$3,687,789 in NSP3 funds. Though almost identical in use to the original NSP grant, the City's NSP3 program was designed to conform to specific rules and regulations provided in the Federal Notice issued by the U.S. Department of Housing and Urban Development (HUD) on October 19, 2010. The NSP3 Program was originally approved in February 2011 and was amended/approved by City Council on March 13, 2012.

Similar to the NSP1 Program the City's NSP3 establishes the following activities to address the foreclosure crisis. The HUD-approved activities for the NSP3 Program are:

- Single-Family Residential Acquisition, Rehabilitation and Resale (SFR-ARR)- the acquisition, rehabilitation, and resale of single-family residential units to income-eligible households earning up to 120% Area Median Income ("AMI");
- Multi-Family Residential Acquisition, Rehabilitation and Rental (MFR-ARR) Program- the acquisition, rehabilitation, and rental of multi-family units to income-eligible households earning up to 50% AMI;
- Neighborhood Stabilization Homeownership Program (NSHP)- purchase and minor rehabilitation assistance to income-eligible homebuyers;
- Demolition- demolition of blighted structures that are not financially feasible to rehabilitate;
- Landbanking- assembly, temporary management, and disposition of vacant land; and
- Redevelopment- the redevelopment of demolished or vacant sites acquired and held in the City's land bank for future development to provide housing to income-eligible households earning up to 120%

To implement the NSP3 ARR programs for both single-family and multi-family properties, City will work closely with experienced developers (which are listed by name later in this staff report) to accomplish the goals set forth in the City's HUD-approved NSP3 Action Plan.

## **DISCUSSION**

To successfully administer the NSP3 Program several action items (as previously mentioned) will require Council approval. The actions are presented in this Staff Report:

### **APPROVAL OF DEVELOPMENT PARTNERS**

The City of Moreno Valley sought to retain the most qualified companies to participate in the NSP-ARR Programs. To ensure only high-quality contractor/developers were considered, the City issued two Requests for Qualifications (RFQs) – one for residential development partners and one for multi-family development partners. The RFQ's

provide minimum qualifications to retain Development Partners, including a minimum of 5 years of extensive experience in the following areas: 1) residential real estate in buying and selling homes; 2) residential rehabilitation or construction; 3) real property management; and 4) involvement in other governmental housing programs.

The RFQ's were issued on February 7, 2012. The deadline to submit the Statements of Qualifications was February 21, 2012. Total of eight (8) responses were received: six (6) for the single-family program and two (2) for the multi-family. A three-person evaluation panel reviewed all Statements of Qualifications and scored the respondents based upon the thoroughness and completeness of their responses.

Companies were ranked into four different tier categories as described below:

- Tier 1: One company that is fully integrated. It has a real estate broker's license and general contractor's license within the same company. It has extensive experience in single-family real estate rehabilitation and sales (or in the case of multi-family projects it has experience in owning and managing affordable rental units), and have done extensive work in the Inland Empire area.
- Tier 2: Two companies that join together in one application; one company managing the real estate sales (or in the case of multi-family projects the company with affordable rental experience) and the other performing the construction. They have a long standing relationship with each other and knowledge and experience within the Inland Empire.
- Tier 3: Two companies that are described in Tier 2 without the long standing relationship and/or those that lack extensive experience within the Inland Empire.
- Tier 4: Companies without a real estate broker's license (or affordable rental experience) or general contractor's license and/or did not provide an adequate RFQ response.

The companies were subsequently scored in the following areas:

1. Program Understanding
2. Business Structure
3. Approach/Management Plan
4. Work Plan/Schedule
5. Real Estate Experience
6. Rehabilitation/Construction Experience
7. Asset Management
8. Financing
9. Governmental Experience

Based upon the review of the evaluation panel, the following three Developers are recommended as the most qualified for selection as Development Partners for the NSP 3 SFR-ARR Program:

### Single Family Development Partners

#### **Mayans Development**

Based in Commerce, along with an office in Yorba Linda, Mayans is an experienced REO contractor for many major banks, but also a full service construction, rehabilitation, and real estate company. Mayan's also presently uses several Moreno Valley based-subcontractors in its business operation. Mayans is currently a Development Partner for the City's NSP 1 Program and has successfully acquired and rehabilitated 8 single-family homes. Mayans is also currently a Development Partner for the City of Pomona's NSP Program.

#### **Riverside Housing Development Corporation**

Based in Riverside, Riverside Housing Development Corporation (RHDC) is a respected non-profit, Community Housing Development Organization (CHDO). Since it was formed over 20 years ago, RHDC has been active with a variety of affordable housing development projects in the Riverside and Moreno Valley area. RHDC has developed a specialization in acquiring distressed multi-family projects (four to eight-plex apartment buildings), then rehabilitating and renting them with 55-year affordability covenants. Over the past few years RHDC has acquired a total of eleven multi-family properties in Moreno Valley. RHDC has experience with the NSP Program and is currently a Development Partner for the cities of Moreno Valley and Riverside.

#### **Sheffield Foreclosure Renovation, Inc.**

Based in Riverside, Sheffield Homes has been a respected residential developer for almost 20 years, with a reputation for delivering quality projects with superior customer service. As the residential market started to turn, Sheffield turned from focusing on new home development by creating an entity to work on REO rehabilitation for a variety of major mortgage lenders in Riverside County. Sheffield's direct access to lenders provides them with the opportunity to acquire distressed properties at significant discounts and their existing relationships with subcontractors and real estate agents in the Riverside/Moreno Valley area enable them to sell rehabilitated houses in a cost-effective manner. As a successful Development Partner for the City's NSP Program, Sheffield has acquired and rehabilitated 13 single-family homes. Sheffield is also a current Development Partner for the County of Riverside- Economic Development Agency's NSP Program. Sheffield Foreclosure Renovation, Inc., is a wholly-owned subsidiary of Sheffield Homes.

### Multi-Family Development Partners

Based upon the review of the evaluation panel, the following three Developers are recommended as the most qualified for selection as Development Partners for the NSP 3 MFR-ARR Program:

#### **LaBarge Industries**

Based in Ontario, LaBarge Industries is an experienced residential developer specializing in high-quality affordable housing developments. In its 30 years of

experience, LaBarge has successfully acquired, rehabilitated and managed almost 1,700 multi-family affordable units and 185 single-family units in Ontario, Fontana, Long Beach, Garden Grove, and Pomona. LaBarge currently works with the County of Riverside's NSP Program and has acquired, rehabilitated, and resold single-family homes located in the cities of Perris and Menifee.

### **Riverside Housing Development Corporation**

Based in Riverside, Riverside Housing Development Corporation (RHDC) is a respected non-profit, community housing development organization (CHDO). Since it was formed over 20 years ago, RHDC has been active with a variety of affordable housing development projects in the Riverside and Moreno Valley area. RHDC has developed a specialization in acquiring distressed multi-family projects (four to eight plex apartment buildings), then rehabilitating and renting them with 55-year affordability covenants. Over the past few years RHDC has acquired a total of eleven multi-family properties in Moreno Valley. RHDC has experience with the NSP Program and is currently a Development Partner for the cities of Moreno Valley and Riverside.

Development Partners must enter into a Development Agreement with the City. The Agreement will require each Development Partner to follow the Program Guidelines and will terminate if the Partner does not perform to the established standards.

To meet acquisition timeframes and be responsive to the deadlines imposed by the selling banks and clearinghouses used to acquire properties, it is requested the City Manager (or his designee) is granted the authority to approve and deny the acquisitions of properties, the rehabilitation scopes of work, and the resale prices. Please note that all acquisitions, scopes of work and resale prices must conform to the established ARR Guidelines and HUD's NSP requirements. It is also requested the City Manager (or his designee) is granted the authority to execute purchase agreements and Affordable Housing Agreements related to NSP transactions.

### **APPROVAL OF AMENDED SFF-ARR PROGRAM GUIDELINES**

The ARR Programs are designed to acquire and rehabilitate foreclosed single-family homes for resell to qualified households earning incomes of up to 120% of Area Median Income (AMI), and acquire and rehabilitated foreclosed multi-family units for rental to households earning up to 50% AMI.

In creating the ARR Program Guidelines, the ultimate goal is to stabilize residential neighborhoods at risk of decline during this foreclosure crisis by reducing the number of vacant homes and increasing the supply of affordable housing for income-eligible households. The goal also includes minimizing the subsidy levels from NSP funds, therefore enabling Moreno Valley to improve and stabilize the maximum number of foreclosed properties.

The SFR-ARR Program includes retaining several experienced for-profit or non-profit residential real estate and construction companies to partner with the City to implement

the Program (“Development Partners”). The Development Partners are to be retained through a Request for Qualification (“RFQ”) process, which is noted later in this report.

The following is a summation of the proposed SFR-ARR Program Guidelines:

1. Development Partners, through City staff, will make offers to acquire foreclosed homes. All foreclosure acquisitions shall strive to obtain the maximum discount possible, but shall comply with HUD’s NSP3 requirement of a minimum discount of at least 1% below appraised value. For accepted offers, the Development Partners will submit a proposal to the City prior to escrow closing. The proposal will include the cost to acquire and rehabilitate the property, post-rehabilitation resale value of the house, and an estimate of Total Development Costs (TDC).
2. Development Partners are compensated with:
  - a. a maximum of \$16,000 as a development fee, per property;
  - b. a maximum of 20% of the actual repair costs for profit and overhead related to rehabilitation; and
  - c. a maximum of 6% as the resale commission (if applicable)
3. In compliance with HUD’s NSP regulations, homes will not be resold for more than the Total Development Costs. Should the market value exceed this maximum resale price, surplus revenues from the sale, if any, will be in the form of a silent second loan to the homebuyer.
4. Each Development Partner will be subject to a maximum allowable subsidy limit per property of \$36,000, including Development Partner fee.
5. The Development Partner will acquire the properties through a single escrow transaction. The Development Partner immediately takes title to the property. The Development Partner will be prohibited from transferring the property to another private party without the approval of the City. A regulatory covenant will be recorded on the property to prevent it from being sold to another party.
6. The City will provide acquisition and rehabilitation loans to Development Partners from NSP funds to cover the purchase price and rehabilitation costs. The terms of the acquisition loans will be 0% interest and \$0 fees for the first 180 days, after which the entire loan amount accrues simple interest at 10% annually.
7. Development Partners will be required to evaluate the conditions of the property and prepare a project scope of work as part of the acquisition of the house prior to close of escrow. Any home built prior to 1978 will require compliance within HUD-certified lead based paint testing. In addition, all building code violations will be required to be corrected. The Development Partners will both rehabilitate and maintain the property during the holding period. The City will have the authority to approve, revise, or deny the project scope of work and the rehabilitation performed, and enforce the maintenance conditions.



8. In conformance with HUD's requirements, the homes may only be resold to homebuyers who earn 120% or less of the area median income for Riverside County and will reside in the property as their primary residence. Homebuyers are required to attend an eight (8) hour HUD-approved, classroom-based homebuyer education course.
9. The City may provide a homebuyer assistance loan equal to up to 20% of the purchase price utilizing NSP funds. The homebuyer assistance loan will be provided in accordance with the City's Homebuyer Assistance Program (HAP) Program and Guidelines.
10. Development Partners are strongly encouraged to use local businesses (including contractors, escrow companies, realtors, hardware suppliers, and title companies).
11. Development Partners will be subject to hold a maximum of 10 properties at any given time. The Developer inventory capacity is not guaranteed and will be determined by the availability of funds and eligible NSP properties.
12. All construction work shall commence within 15 days of acquisition closing.
13. The listing and final sales price must be submitted and approved by the City prior to listing and final purchase agreement approval.
14. Within 30 days of the close of escrow with the homebuyer, the Development Partner shall submit a form indicating all final development costs to the City.

The SFR-ARR Guidelines approved in July 2009 have been amended to include program specific information pertaining to the NSP 3 Program, and updated processes/procedures for the implementation of the NSP Programs.

#### APPROVAL OF MFR-ARR PROGRAM GUIDELINES

The MFR-ARR Program is designed to acquire and rehabilitate foreclosed multi-family properties. Twenty-five percent of NSP funds must be used to assist families earning incomes up to 50% of the area median income. The MFR-ARR will retain Development Partners skilled at rehabilitating multi-family apartments and then renting them to income-qualified families. Staff used a Request for Qualifications process to determine the effectiveness of Development Partners.

The following are the proposed MFR-ARR Program Guidelines:

1. Profit and Overhead for Rehabilitation shall not exceed 20% of actual repair costs.
2. Developer Fee shall not exceed \$21,000 per 4-unit complex.

3. All foreclosure acquisitions shall strive to obtain a minimum discount of 15% below appraised value, but shall comply with HUD's NSP requirement of always being 1% below appraised value.
4. The RDA and the Development Partner will have a concurrent escrow for acquisition closings.
5. The projects will be owned in fee by the Development Partner.
6. All housing units within the projects will be rented to income-qualified families earning up to 50% of the area median income.
7. Affordable Rent for Very Low Income Households is calculated as 30% of 50% of the area median income, adjusted for family size appropriate to the unit.
8. All projects will have recorded covenants restricting rents for at least 55 years to the 50% of the area median income.
9. Development Partners will execute an Affordable Housing Agreement with the City, which will include the conditions for ownership, rehabilitation, management, and operation of the project.
10. NSP funding will provide financing for all acquisition and rehabilitation. The Development Partner will sign a note for the total cost of the project including all acquisition, rehabilitation, profit, overhead, and Developer Fee.
11. The note will require annual payments amortized over the 55 year life of the affordability covenants.
12. The note will be secured by a deed of trust senior to any other financial encumbrance in favor of the City.
13. The note will be repaid from rental income generated by the project after deducting normal operating expenses.
14. All buildings constructed prior to 1978 must be lead based paint tested and remediated, if necessary.
15. All Code, Health and Safety Code violations and illegal additions must be corrected.
16. All construction work shall commence within 15 days of acquisition.

The MFR-ARR Guidelines approved in July 2008 have been amended to include program specific information pertaining to the NSP 3 Program, and updated processes/procedures for the implementation of the NSP Programs.

### **ALTERNATIVES**

1. **Alternative 1.** Approve the amended Guidelines/Procedures Manual for the SFR-ARR program; approve the amended Guidelines/Procedures Manual for the MFR-ARR program; authorize the City Manager to execute Participation Agreements with recommended Development Partners; authorize the City Manager to approve non-substantive changes to the NSP Program Guidelines; and authorize the City Manager to execute purchase agreements and Affordable Housing Agreements for the acquisition of foreclosed properties per the provisions of the Neighborhood Stabilization Program and Moreno Valley ARR Program Guidelines. **Staff recommends this action because it will permit the commencement and effective administration of the NSP3 Program in accordance with/adherence the Dodd-Frank Act and guidelines provided in the HUD Federal Register Notice, dated October 19, 2010 (Docket No. FR-5447-N-01).**
  
2. **Alternative 2.** Decline to approve the amended Guidelines/Procedures Manual for the SFR-ARR program; decline to approve the amended Guidelines/Procedures Manual for the MFR-ARR program; decline to authorize the City Manager to execute Participation Agreements with recommended Development Partners; decline to authorize the City Manager to approve non-substantive changes to the NSP Program Guidelines; and decline to authorize the City Manager to execute purchase agreements and Affordable Housing Agreements for the acquisition of foreclosed properties per the provisions of the Neighborhood Stabilization Program and Moreno Valley ARR Program Guidelines. **Staff does not recommend this action as it will prohibit the commencement and effective administration of the NSP3 Program and would result in failure to meet the Dodd-Frank Act and guidelines provided in the HUD Federal Register Notice, dated October 19, 2010 (Docket No. FR-5447-N-01).**

### **FISCAL IMPACT**

There is no requirement to match funds associated with this grant. All expenses are reimbursed by the grant. Therefore, this is cost neutral to the City and there is no impact to the General Fund.

Budget appropriations are as follows upon approval of the recommended actions:

<b>Fund</b>	<b>Account/Business Unit</b>	<b>Type</b>	<b>Budget</b>
Neighborhood Stabilization Program #3 (NSP3 197)	197.197.4610.X Federal Grant Revenue – Operating NSP3 (new)	Rev	\$3,687,789
NSP3 Projects/Programs	197.19711.various	Exp	\$3,687,789

### **CITY COUNCIL GOALS**

#### **1. REVENUE DIVERSIFICATION & PRESERVATION**

NSP3 funds will enhance the City's ability to stabilize housing and preserve City neighborhoods.

#### **2. PUBLIC SAFETY**

The NSP3 activities will directly or indirectly help to provide a secure environment by reducing the number of vacant and abandoned properties in the community.

#### **3. COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS**

The NSP3 activities will help to preserve, rehabilitate and improve the City's existing neighborhoods.

### **SUMMARY**

On July 21, 2010, the Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act) allocated additional NSP assistance; this additional allocation represented the third round of NSP funding and is referred to as NSP3. Moreno Valley was allocated \$3,687,789 in NSP3 funds. The City is in the process of commencing the implementation of the NSP3 Program which requires the following actions to be taken by Council prior to commencement:

- Approval of the recommended Development Partners for the NSP3 Program;
- Approval of the revised SFR-ARR and MFR-ARR Guidelines/Procedures Manual;
- Authorization granted to the City Manager to execute specific NSP3 Program related agreements (i.e. Development Partner Agreements, Affordable Housing Agreements, Purchase Agreements) on behalf of the City; and,
- Authorization granted to the City Manager to approve non-substantive changes to the NSP Program Guidelines/Procedures Manual.

**NOTIFICATION**

Publication of the Council Agenda

**ATTACHMENTS/EXHIBITS**

- ATTACHMENT A            Single-Family Residential Acquisition, Rehabilitation and Resale (SFR-ARR) Program Guidelines and Procedures Manual
- ATTACHMENT B            Multi-Family Residential Acquisition, Rehabilitation and Resale (MFR-ARR) Program Guidelines and Procedures Manual
- ATTACHMENT C            Development Partner Agreement: Mayans Development
- ATTACHMENT D            Development Partner Agreement: Riverside Housing Development Corporation
- ATTACHMENT E            Development Partner Agreement: Sheffield Foreclosure Renovation, Inc.

Prepared By:  
Shanikqua Freeman  
Housing Program Coordinator

Department Head Approval:  
Barry Foster  
Community & Economic Development Director

Concurred By:  
Dante G. Hall  
Redevelopment and Neighborhood Programs Administrator

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  
Single-Family Residential  
Acquisition, Rehabilitation, & Resale (SFR-ARR) Program  
Program Guidelines/Procedures Manual**

**April 2012**

**City of Moreno Valley  
Community & Economic Development Department  
Neighborhood Preservation Division  
14177 Frederick Street  
Moreno Valley, CA 92553  
(951) 413-3450**

**ATTACHMENT A**

**CITY OF MORENO VALLEY  
SINGLE-FAMILY RESIDENTIAL  
ACQUISITION, REHABILITATION, AND RESALE (SFR-ARR)  
PROGRAM GUIDELINES/PROCUDURES MANUAL**

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**CITY OF MORENO VALLEY  
SINGLE-FAMILY RESIDENTIAL  
ACQUISITION, REHABILITATION, AND RESALE (SFR-ARR)  
PROGRAM GUIDELINES/PROCUDURES MANUAL**

**INTRODUCTION**

The Department of Housing and Urban Development's (HUD) Neighborhood Stabilization Program, established by the Housing and Economic Recovery Act of 2008 to stabilize neighborhoods damaged by the economic effects of properties that have been foreclosed upon and abandoned. Due to the local impact of the foreclosures, the City of Moreno Valley ("City") was awarded funds in the first round of NSP ("NSP1") to create and implement an NSP Program to mitigate the impact of the housing foreclosure crisis.

Since the creation of the NSP Program and the first round of funding, subsequent rounds of funding have been awarded; the City did not receive funds from the second round of NSP ("NSP2"). However, in 2010, a third round of the Neighborhood Stabilization Program ("NSP3") was enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act to continue mitigation efforts of the housing foreclosure crisis. The City was awarded an allocation to administer the NSP3 Program.

The City will utilize current and future NSP funds to create single-family residential homeownership for income-eligible households earning up to 120% Area Median Income ("AMI") for Riverside County. The City will implement the NSP Program by partnering with local Development Partners ("Development Partners") to acquire bank-owned, vacant and foreclosed single-family and multi-family residential properties for the purposes of rehabilitation and disposition through either resale or rental.

The following is a list of collective activities implemented through the NSP Program(s):

1. Activity 1: Single-family Acquisition, Rehabilitation, Resale (SFR-ARR)
2. Activity 2: Multi-family Acquisition, Rehabilitation Resale (MFR-ARR)
3. Activity 3: Neighborhood Stabilization Homeownership Program (NSHP)
4. Activity 4: Demolition
5. Activity 5: Landbanking
6. Activity 6: Redevelopment

## **GUIDELINES**

The City established the SFR-ARR Program to improve neighborhoods and increase confidence of residents and prospective homebuyers in Moreno Valley communities. The NSP Program has been developed to provide affordable homeownership opportunities to income-eligible households while addressing the adverse impact of the foreclosure crisis.

The following are the Guidelines ("Guidelines") for the City's NSP SFR-ARR Program. These Guidelines will apply to current and future ARR Programs funded through NSP. The City reserves the right to amend the Guidelines - at any time without prior notification - to Development Partners or other interested parties or entities. Procedural or process-related amendments that are not substantive in nature may be made by the City Manager and/or his designee, at his discretion. Amendments that are substantive in nature will require City Council approval, prior to implementation.

Pursuant to federal NSP regulations, all properties acquired through the NSP Program are subject to the following requirements (this list is not exhaustive):

1. Location within one of the Designated NSP Target Areas, as set forth in the Target Area Map (see Exhibit A). Properties not located in a Designated Target Area are not eligible for the NSP Program.
2. A minimum 1% discount below the property's current market appraised value. The appraisal of the subject property must be performed by a HUD-approved appraiser.
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and Protecting Tenants at Foreclosure Act (PTFA). To ensure compliance, the City will only authorize the acquisition of bank-owned, vacant and foreclosed properties. Properties that do not meet these criteria are not eligible for the NSP Program. **Please note: the selling bank will be required to execute a Seller's Certification attesting to their compliance with tenant protection laws.**
4. Rehabilitation standards consistent with the City's Housing Quality Standards (HQS) (see Exhibit B) and Title X of the 1992 Housing and Community Development Act, 42 U.S.C. Section 4800, et seq. and the implementing regulations set forth at 24 C.F.R. part 35, subparts A, B, J, K, and R, with respect to notification, inspection, assessment, reduction, and clearance of lead-based paint.
5. Environmental Assessments. HUD-fund projects that are categorically excluded per 24 CFR § 58.35(a), the Responsible Entity must make a determination of

whether the proposal achieves compliance with each applicable statute, Executive Order or regulation with or without requiring formal consultation procedures, mitigation, permits or having adverse effects on the resources protected by the statute.

6. Resale to an income-eligible household earning up to 120% of Riverside County Area Median Income ("AMI"). NSP funds are restricted to fund projects that will be used to assist very low- to moderate- income households.
7. A resale price not greater than the Total Development Costs. Should the market value exceed the Total Development Costs surplus revenues from the sale, if any, will be in the form of a silent second loan to the homebuyer.
8. Ownership, occupancy, and resale restrictions during a 15-year Affordability Period. Homebuyers will be required to execute an Affordable Housing Agreement (AHA) explaining the terms of the restrictions, and covenants will be recorded against the property to ensure/enforce compliance with program requirements.
9. The Homebuyer attending an eight (8) hour HUD-approved, classroom-based homebuyer education course prior to the completion of the purchase.

In addition to the requirements of the NSP Program, the City imposes the following:

1. Development Partners will be compensated with:
  - a. a Development Partner fee of up to \$16,000, per property
  - b. a maximum Profit and Overhead charge of 20% for all costs related to actual rehabilitation
  - c. a maximum 6% resale commission
2. Each property is subject to maximum allowable subsidy of:
  - a. \$56,000 for properties acquired through the NSP1 Program
  - b. \$36,000 for properties acquired through the NSP3 Program
3. The Development Partner will acquire the properties through a single escrow transaction. The Development Partner immediately takes title to the property. The Development Partner will be prohibited from transferring the property to another private party without the approval of the City. A regulatory covenant will be recorded on the property to prevent it from being sold to another party.
4. The City will provide acquisition and rehabilitation loans to Development Partners from NSP funds to cover the purchase price and rehabilitation costs. The terms of the acquisition loans will be 0% interest and \$0 fees for the first 180 days, after which the entire loan amount accrues simple interest at 10% annually.

5. Development Partners will be required to evaluate the conditions of the property and prepare a project scope of work as part of the acquisition of the house prior to close of escrow. Any home built prior to 1978 will require compliance within HUD-certified lead based paint testing. In addition, all building code violations will be required to be corrected. The Development Partners will both rehabilitate and maintain the property during the holding period. The City will have the authority to approve, revise, or deny the project scope of work and the rehabilitation performed, and enforce the maintenance conditions.
6. The City may provide a homebuyer assistance loan equal to up to 20% of the purchase price utilizing NSP funds. The homebuyer assistance loan may be provided in accordance with the City's Homebuyer Assistance Program (HAP) Program and Guidelines.
7. Development Partners are strongly encouraged to use local businesses (including contractors, escrow companies, realtors, hardware suppliers, and title companies).
8. Development Partners will be subject to hold a maximum of 10 properties at any given time. The Development Partner inventory capacity is not guaranteed and will be determined by availability of funds and eligible NSP properties.
9. All construction work shall commence within 15 days of acquisition closing.
10. The listing and final sales price must be submitted and approved by the City prior to listing and final purchase agreement approval.

## **PROCEDURES**

The City established the SFR-ARR Program to improve and stabilize neighborhoods, build confidence with residents in the local market, mitigate the impact of the foreclosure crisis, and create homeownership opportunities. The SFR-ARR Program targets single-family residential dwellings that are bank-owned, vacant and foreclosed. The following are the guidelines for the SFR-ARR Program, the City reserves the right to modify these Guidelines at any time.

## Section 1. Development Partners

### A. DESCRIPTION

In adherence with the City's procurement policy, the City will issue a Request For Qualifications and/or proposal ("RFQ") – when necessary– to solicit statements of qualifications and/or proposals from for-profit and non-profit Development Partners and Community Housing Development Organizations ("CHDOs"), procure Development Partners with substantial residential real estate and rehabilitation/construction experience to participate in the program ("Development Partners"). The City will utilize Development Partners to assist with the implementation of the ARR Program to:

- Identify potential NSP-eligible properties for acquisition
- Participate in the acquisition of NSP-eligible properties
- Rehabilitate properties acquired through NSP Program
- Provide asset management
- Facilitate the resale of the NSP-properties to income-eligible households

### B. RFQ PROCESS

The RFQ process evaluates and selects applicants to be Development Partners. **The RFQ process may be used at any time to add or replace existing Development Partners.** An evaluation panel shall be used to review each application and make recommendations for the selection of one or more Development Partner to participate in the SFR-ARR Program. The City shall review the recommendations of the evaluation panel, conduct interviews of the recommended Development Partners, and make final recommendations to the City Council.

Upon approval of the recommended Development Partners by the City Council, a Participation Agreement ("Development Partner Agreement") between each Development Partner and the City will be executed; the execution of the Agreement is required prior to program participation.

In the event a Development Partner fails to perform to the satisfaction of the City per these Guidelines and all agreements executed, the City may either remove or suspend the Development Partner from participating in the ARR program. The process to remove or suspend a Development Partner shall be per the agreement executed between the Development Partner and the City.

### **C. DEVELOPMENT PARTNER MINIMUM QUALIFICATIONS**

The City of Moreno Valley would prefer to work with companies that are fully integrated in all areas of real estate development including construction, asset management, and real estate sales. However, applicants who must "partner" with another company to fulfill the minimum qualifications are also encouraged to apply (shall demonstrate the cooperative ability to provide the minimum qualifications). Preference will be given to applicants that meet the following:

1. Minimum of five (5) years of real estate experience in acquiring and selling owner-occupied properties for development / redevelopment. This experience includes negotiating directly with sellers to acquire property; negotiating directly with buyers to sell property; listing, marketing and placing properties on the Multiple Listing Service; and, having a California real estate broker license in good standing. Within these five (5) years the company must have purchased and sold a minimum of 40 homes.
2. Minimum of five (5) years experience with rehabilitation and construction of single-family properties. This experience includes evaluating property conditions, identifying building code violations, including illegal room additions and conversions, preparing a written rehabilitation scope of work, determining rehabilitation costs; preparing building plans, obtaining required building permits and inspections, and having a California general contractor license in good standing. Within the past five (5) years the company must have been directly involved in rehabilitating a minimum of 20 properties.
3. Minimum of five (5) years experience in asset management including maintaining and securing properties.
4. Within the last ten (10) years, the company must have experience working with local governments in rehabilitating or constructing new single-family residential property. This experience includes a clear understanding of the government program regulations.
5. Developments will be required to have an understanding of and ability to work with the Neighborhood Stabilization Program federal regulations and the ARR program guidelines.

### **D. PROPERTY ASSIGNMENT PROCESS**

The City of Moreno Valley permits the Development Partner to utilize their existing relationships to obtain leads for potential acquisitions. The Development Partners will utilize one or more of the following processes to acquire properties:

1. Work directly with the selling banks, lenders, clearinghouses, etc. to acquire properties – in accordance with these Guidelines – that meet NSP eligibility criteria;
2. Establish a relationship with the National Stabilization Community Trust (“Trust”) to acquire properties. Please note: the City does not take legal ownership (“title”) to the properties, thus, Development Partners must be able to immediately take title to properties acquired through the Trust;
3. The City reserves the right to acquire and manage a project on its own – without the assistance of any one Development Partner – by selecting alternate contractors and vendors not related to or affiliated with the Development Partners.

Upon identifying a potential property for acquisition, the Development Partner will follow the acquisition process, described below, to obtain the required approval. The City Manager, or his designee, may approve alternative acquisition procedures not otherwise stated in the Guidelines.

## **Section 2. Property Acquisition**

### **A. DESCRIPTION**

One of the primary goals of the NSP SFR-ARR Program is to acquire foreclosed homes that negatively impact a neighborhood. Despite the acquisition discount, some of the homes will require a subsidy from NSP3 funds, each acquisition will be reviewed on a case-by-case basis and the level of subsidy will be analyzed by staff for approval prior to Development Partner making an offer. The maximum subsidy per property shall be established and/or amended by the City Council.

### **B. ACQUISITION PROCESS**

The City of Moreno Valley’s approach is to acquire and rehabilitate properties that otherwise may not be able to be naturally absorbed by the market. As a preference, the City will focus on acquiring properties that require substantial rehabilitation, have existing Code and/or Health and Safety hazards. The City imposes a minimum rehabilitation budget of \$15,000.

Summary of the Acquisition Process (see flowchart- Exhibit C):

1. Property Selection - the Development Partner works with banks, clearinghouses, and/or the Trust to identify property. Development Partner



inspects the property, creates a preliminary scope of work and a preliminary budget.

2. Submission of Property –Development Partner submits the following for review/consideration:
  - a. Initial Request for Property Inspection Analysis (“Initial-RPIA”- see Exhibit D) - which is the estimated Total Development Costs.
  - b. Detailed Preliminary Rehabilitation Scope of Work and Budget
  - c. Photos of Property
  - d. Broker’s Price Opinion (BPO) of post-rehabilitation resale price
  
3. Submission Review - City management will ensure property meets minimum criteria and assign to a Housing Program Specialist (“HPS”) who will do the following for internal use:
  - a. Obtain lien status of property with internal departments
  - b. Create a GIS aerial
  - c. Generate a Real Quest Property Profile
  - d. Schedule the preliminary interior/exterior property inspection with the NSP Inspector
  
4. Preliminary Walk-thru/Inspection - The NSP Inspector will conduct a walk-thru to verify the scope of work and rehabilitation budget. The inspector will work with the Development Partner to finalize the scope and budget.
  
5. Authorization to Proceed - Upon verification of the scope and rehab budget, review of overall costs and proposed subsidy, the Development Partner is requested to submit an executed Final- Request for Property Inspection Analysis (“Final- RPIA”- see Exhibit E) and is provided an authorization to proceed, if applicable. The Development Partner submits the Initial Offer form (see Exhibit F) to the selling bank and the City issues the Initial Voluntary Acquisition Notice.
  
6. Due Diligence/Feasibility Period - During the Feasibility Period provided by the selling bank- typically 10-15 days to clear contract contingencies- the DP/City is allowed to complete due diligence. The City/DP are able to cancel the transaction during this period should the results of the due diligence are unsatisfactory. During this period the HPS will review executed Purchase Agreement and coordinate the following:
  - a. As-is appraisal
  - b. Completion of the Environmental Assessment/NEPA Clearance
  - c. Environmental Testing (i.e. lead-based paint and asbestos), if applicable
  - d. Obtaining Seller’s Certification

- e. Upon receipt of appraisal and confirmation the acquisition price meets the minimum 1% discount as required by NSP regulations, the HPS coordinates:
  - 1. Final Offer/Notice execution by Development Partner and selling bank (see Exhibit G)
  - 2. Issuance of the Final Voluntary Acquisition Notice
- 7. Escrow Process - Development Partner will work with designated escrow company to obtain required escrow documents:
  - a. Preliminary Title Report with underlying documents
  - b. Natural Hazard Disclosures ("NHD")
  - c. Signed Escrow Instructions
  - d. Wiring Instructions on escrow company letterhead
  - e. Estimated Closing Statement
  - f. Copy of Earnest Money Deposit ("EMD")

The HPS will generate City loan documents and forward to Development Partner for execution. Upon receipt of executed documents HPS will route for counter execution by City, the forward to escrow:

- a. Promissory Note reflecting all acquisition costs and approved rehabilitation budget
  - b. Deed of Trust
  - c. Covenants, Conditions and Restrictions ("CC&Rs")
  - d. Lender's Instructions
- 8. Request for Funding - HPS processes request for funding and schedules the wire transfer to escrow.
  - 9. Release of Funds/Close of Escrow - Upon confirmation of receipt of City documents by escrow, funds are released to escrow.
  - 10. Confirmation of Close - After receipt of funds and recordation of documents, escrow is officially closed. HPS confirms close with escrow. Development Partner takes possession of the property.

### **C. SUBSIDY LIMITS**

While it is the goal of the Program to maximum the City's investment and recapture as much of the costs as possible, in some instances a subsidy (loss of investment) will be required. Should a subsidy be required, the subsidy limit may not exceed \$56,000 for properties acquired through the NSP1 Program and \$36,000 for the properties acquired through the NSP3 Program. The Development Partners may request a property- specific subsidy limit increase should they deem it necessary to

dispose of a property. All subsidy increase requests will be reviewed on a case-by-case basis.

### **Section 3. Property Rehabilitation**

#### **A. DESCRIPTION**

Homes acquired through the NSP3 Program will be required to be rehabilitated by the Development Partner with the City approving the initial rehabilitation scope of work, pricing, change orders, and final completion of work. The rehabilitation work must be completed based on the approved rehabilitation scope of work and budget - modifications to the approved scope and budget must be approved by the City prior to modifying.

#### **B. REHABILITATION PROCESS** (see Exhibit H)

Summary of the Rehabilitation Process:

1. Development Partner Takes Possession of Property - Escrow has closed and Development Partners takes possession of property from bank, secures the premises, and provides proof of property insurance for the property.
2. Construction Schedule - Development Partner submits a construction schedule that delineates estimated start/completion dates and process benchmarks. Development Partner will also submit a list of contactor that will be working on site providing services.
3. Purchase Order - A Purchase Order by the HPS is opened in the amount of the approved rehabilitation budget.
4. Commencement of Rehabilitation - The Development Partner begins rehabilitation of the property and notifies City when actual rehab begins.
5. Inspection at Completion of 50% - Upon 50% completion the Development Partner will request an inspection and submit an invoice/progress billing request for 50% completion. Draw request will include:
  - a. Executed Progress Billing Sheet (Exhibit I)
  - b. Current Invoice

**Please note: all rehabilitation reimbursement payments will conform to a 50% and 100% draw schedule.**

6. First Draw: Reimbursement of 50% of Rehabilitation - Upon verification of 50% completion of the rehab work the inspector will sign-off to authorize payment of first draw.
7. Inspection at Completion of 100% - Development Partner requests a final inspection and submits a final scope of work reflecting any changes to the initial scope and change orders. Upon completion of the inspection, a punchlist is issued, if applicable. Upon satisfaction of the punchlist, the inspector will issue a final release of the property.
8. Notice of Completion - Development Partner submits an executed Notice of Completion and final draw request for processing by HPS. The Final Draw request must be accompanied by a reimbursement package to include the following:
  - a. Notice of Completion;
  - b. Progress Billing Sheet;
  - c. Current Invoice;
  - d. Copy of final Scope of Work and Budget;
  - e. Copies of executed subcontractor Agreements;
  - f. Subcontractor/Vendor Invoices;
  - g. Proof of payment/copies of cancelled checks used to pay vendors/invoices;
  - h. Copies of receipts for materials;
  - i. Lien Releases, if applicable;
  - j. Business Licenses for each vendor/subcontractor, regardless of services provided;
  - k. Reports/clearances (i.e. termite, roof, etc.); and,
  - l. Labor costs will be sampled.
9. Final Draw/Reconciliation - HPS processes the Notice of Completion for recordation. HPS reconciles costs and processes payment for remaining 50% and issues payment.

**If HPS requires additional documentation to finalize the reconciliation, HPS will issue needs list to Development Partner.**

### **C. MINIMUM REHABILITATION STANDARDS**

The City requires that all rehabilitation standards are consistent with the City's Housing Quality Standards (HQS) and Title X of the 1992 Housing and Community Development Act, 42 U.S.C. Section 4800, et seq. and the implementing regulations set forth at 24 C.F.R. part 35, subparts A, B, J, K, and R, with respect to notification, inspection, assessment, reduction, and clearance of lead-based paint. All code violations, illegal additions, health and safety standards hazards must be remedied.

Materials and repairs should be based upon a medium level of quality and are subject to inspection and approval by the City.

#### **D. ENVIRONMENTAL ASSESSMENT AND TESTING**

HUD-fund projects that are categorically excluded per 24 CFR § 58.35(a), the Responsible Entity must make a determination of whether the proposal achieves compliance with each applicable statute, Executive Order or regulation with or without requiring formal consultation procedures, mitigation, permits or having adverse effects on the resources protected by the statute. Pursuant to the NSP guidelines, an Environmental Assessment/Site-specific environmental Clearance is required for each property. The City, as the Responsible Entity, in accordance with the governing regulations, will ensure an Environmental Assessment for each property is conducted.

Additionally, a lead-based paint test and risk assessment shall be conducted by the Development Partner on each house constructed prior to 1978 prior to escrow closing. The City, at its discretion, may also request such test for homes in 1978 or later. Where either lead-based paint or asbestos has been found, appropriate steps, including either controlling or abating, shall be conducted at the discretion of the City, in compliance with federal, state, and local laws governing remediation. All testing shall be paid for by the City during the escrow period. All remediation work related to lead based paint and asbestos costs shall be included in the scope of work.

#### **E. COMMENCE REHABILITATION**

The Development Partner shall commence rehabilitation within 15 calendar days after receiving legal title to the house. The Development Partner shall complete the rehabilitation work within 60 calendar days. Additional time may be added to commence or to complete rehabilitation, subject to the prior approval of the City.

#### **F. CHANGE ORDERS**

In the event there are any changes to the project after the approved project scope and cost has been approved, a written change order request should be submitted to the City for consideration. The City shall have at least 2 business days to approve or deny the change order. All proposed changes to the project scope require City approval in writing before commencing with the changes. Any changes made without the approval of the City – in the absence of an exigent circumstance – will be a violation and costs incurred will not be deemed eligible for reimbursement. **If change order(s) is/are a result of theft and/or vandalism, a police report must accompany the change order request.**

## **G. REHABILITATION INSPECTIONS**

The Development Partner shall obtain all required City building permits prior to commencing rehabilitation. During rehabilitation work, the City may at anytime inspect and evaluate the progress and quality of the rehabilitation. If the City is not satisfied with the progress or quality of the rehabilitation, a correction notice, other than the Building Division, shall be issued. The Development Partner will be required to comply with the correction notice and incur all costs.

## **H. FINAL INSPECTION AND CORRECTIONS**

Within 2 business days of being notified, the City will conduct a final inspection of the house to ensure that the project is satisfactory completed per the approved project scope and any change orders. A correction notice will be issued by the City for any scope or change order item(s) that require corrections. The scope of work and any change order must be completed to the satisfaction of the City and the Building Division for the rehabilitation work to be completed. Once completed, a notice of completion of the project will be issued by the City.

## **I. PROFIT AND OVERHEAD**

The Development Partner may charge a maximum of 20% of the total rehabilitation cost for profit and overhead to be paid to the general contractor and/or subcontractors for properties acquired through the NSP Program. The profit and overhead cost shall be included in the Total Development Costs.

## **J. FINAL REHABILITATION COSTS**

If a "holdback" amount is withheld during the resale escrow process, within 30 calendar days after escrow closing to resell the house, the Development Partner shall provide the City detailed final rehabilitation costs based on the scope, profit and overhead, change orders, and outstanding/in reimbursed holding costs (withheld as holdback). The City, within 7 calendar days of receiving the report, may accept or reject outstanding costs. If rejected, the Development Partner shall correct the outstanding costs based on City direction and prior to any further properties being acquired. If accepted City will issue an authorization to release holdback funds to escrow. If funds are held in reserve by the City, payment will be processed for outstanding costs.

## **K. REQUIRED CONTRACTOR QUALIFICATIONS**

Prior to commencing rehabilitation on the first SFR-ARR property, the selected Development Partner shall provide the City a list of any general and/or sub-contractors to perform work on the project. Any changes to the list must be updated by the Development Partner on a continual basis. All contractors and sub-contractors are required to have a California contractor license in good standing, the required workers compensation insurance, and other requirements, as determined by the City. The Development Partner shall manage the rehabilitation of the project and all the contractors involved.

## **L. WARRANTY OF WORK**

The Development Partner will be required to provide homebuyers with a warranty for ALL repairs needed to the home within the first year of occupancy. While the Development Partner can purchase, at their own expense, a retail home warranty for the homebuyer, if anything is not covered in the retail home warranty, the Development Partner will be expected to correct ALL items needing repairs unless the damage was caused by the homebuyer.

## **M. REHABILITATION COSTS**

The Development Partner will have the discretion to rehabilitate the property with private funds or a loan, with the approval of the City, or an acquisition loan provided by the City with use of NSP3 funds subject to availability. The rehabilitation loan by the City will provide funding for only the cost of the repairs including the 20% profit and overhead for the contractor. The loan will be provided as a zero fee and zero interest loan and will be required to be repaid in it's entirety in 180 calendar days. If the loan is not repaid within 180 days, the loan shall accrue simple interest at a rate of 10% per annum. A deed of trust for the loan shall be recorded against the property. Failure to comply with conditions in these guidelines will allow the City to call the entire the loan amount due and payable at any time prior to the 180 calendar day deadline.

If rehabilitation funding is not available, the Development Partner shall be responsible to provide funding to cover all costs related to rehabilitation, including costs related to profit and overhead and change orders. The funding may either be a loan from a financial institution or a private party or funded directly by the Development Partner. All rehabilitation financing (including interest rate and costs) are to be reasonable based on lending practices of major financial institutions and at the approval of the City. Development Partners that provide there own direct financing may include interest and other loan costs, subject to the approval of the City.

## **Section 4. Property Disposition: Sale of Property**

### **A. DESCRIPTION**

The Development Partner shall both list and market the house for sale no later than 7 days after the Notice of Completion. The listing shall include placing the property on the Multiple Listing Service with a licensed real estate broker. The Development Partner is responsible for engaging in active and passive methods of marketing the property to sale it.

### **B. RESALE PROCESS (see Exhibit J)**

Summary of the Resale Process:

1. Post-Rehab Appraisal – After the property has received final sign-off from the inspector, the Development Partner requests a post-rehab appraisal to help establish a market value. Upon receipt of the appraisal the HPS will forward the appraisal to the Development Partner. The Development Partner for review.
2. List Price Request – The Development Partner review the appraisal and submits a formal list price request using the Initial List Price Request Form (see Exhibit K) with the recommended list price, post-rehab photos, and a Broker's Price Opinion ("BPO").
3. List Price Determination – City management staff reviews the List Price Request submission, appraisal, total development costs estimates, and determines the list price. The price will be determined to best minimize the overall subsidy of the property. The Development Partner will be authorized to list and begin marketing the property.
4. Development Partner Lists and Markets Property – Development Partner coordinates listing the property with their designated listing and agent and facilitates the marketing of the property.
5. Receipt of Offer(s) – The Development Partner forwards written offer(s) to the City for review and/or approval. If the Development Partner receives multiple offers, all are to be forwarded to the City for review and the selection of the best/strongest offer. If a counteroffer is necessary, the Development Partner will be instructed to counter.



6. Offer Approval – After review of the received offer(s), City management staff will authorize the Development Partner to accept the selected offer with the standard financing and eligibility-determination contingencies.
7. Offer Acceptance/Open Escrow – Development Partner accepts offer and opens escrow. If a counteroffer is required, the Development Partner will present the counter, if the terms are accepted by the homebuyer unmodified, the Development Partner can open escrow. It is strongly recommended that the Development Partner provides the homebuyer with a copy of the Affordable Housing Agreement upon the acceptance of the offer so they may begin to familiarize themselves with the program.
8. Homebuyer Qualification – Upon acceptance of the offer and the opening of escrow, the homebuyer qualification process begins (see Exhibit L). The City's homebuyer eligibility consultant is notified of the accepted offer. Working in tandem with the homebuyer's lender, the consultant with process the file to determine homebuyer eligibility. Upon completion of qualification, the file is forwarded to the City for final approval.
9. Homebuyer Orientation – After the completion of the final approval, the homebuyer is scheduled for an orientation to review the Affordable Housing Agreement and review program requirements and restrictions. During the orientation, the homebuyer will execute programs documents (i.e. CC&Rs, Deed of Trust, etc.). Upon the execution of the program documents, the homebuyers are granted a 3-day Right of Rescission period by which they may cancel the transaction any time during this period without penalty.
10. Preparing for Escrow – After the execution of the documents, the HSP will circulate them for City signature/approval and forward to escrow at the expiration of the Right of Rescission period. The HPS works with escrow to coordinate the close of escrow and the Development Partner to finalize costs; Development Partner submits evidence of outstanding costs and a completed Payoff Demand Worksheet (see Exhibit M). HPS will use the Development Partner's worksheet as a basis for creating the Payoff Demand to transmit to escrow. The HPS reconciles all final costs and prepares the final Payoff Demand Worksheet/Payoff Demand Letter and circulates to the Development Partner and City management staff for approval.
11. Close of Escrow – HPS forwards Payoff Demand letter to escrow. Escrow facilitates close of escrow, including recordation of documents and distribution of net sales proceeds. HPS issues Substitution of Trustee and

Full Reconveyance to escrow to remove City's original Deed of Trust – recorded at time of acquisition – from title.

### **C. CITY APPROVAL OF THE LISTING PRICE/PRICE ADJUSTMENTS**

The Development Partner shall present the City the proposed listing price of the house prior to listing the property. The City shall either accept or reject the proposed listing price. The listing price should cover all project costs incurred by the City to acquire, hold, rehabilitate and sell the property. If the Development Partner is unable to successfully sale the property after 60 days of effective and continuous marketing of the property, the Development Partner may request a price adjustment. All price adjustment requests, recent sales comparables, estimated total development costs, marketing efforts, and estimated subsidy generated, and will be reviewed on a case-by-case basis.

### **D. MAXIMUM LISTING PRICE**

Pursuant to HUD regulations, the listing price shall not exceed Total Development Costs. However, in the event that the total project costs is less than the post-rehabilitation fair market value, the property - at the discretion of the City in compliance with NSP regulations - may be sold at the higher value. If the property is sold at the fair market value and the total project costs are less than the fair market value, a silent second equity sharing loan for the difference shall be recorded against the property. Accordingly, an affordability covenant will be required to be recorded against the property and the property will have to remain affordable for 15 years.

### **E. CITY APPROVAL OF OFFER**

The Development Partner is not permitted to accept any offer(s) prior to obtaining City approval. All offered deemed acceptable by the City may be accepted by the Development Partner with financing and homebuyer eligibility contingencies.

### **F. HOMEBUYER QUALIFICATIONS**

Homes in the SFR-ARR program are required to be purchased by households earning up to 120% of the AMI for Riverside County who will own and occupy the house as their primary residence. Homebuyers will be required to obtain a low-risk mortgage loan with a fixed-interest rate and fixed payment scheduled. Homebuyers will also be required to attend a HUD-approved, 8-hour classroom-based homebuyer education course prior to the close of escrow.

### **G. DOWN PAYMENT LOAN & AFFORDABILITY COVENANT**

The City will use NSP funds to provide down payment assistance loans to households earning up to 120% AMI. The loans will provide up to 20% of the purchase price in the form of a silent second loan. Terms and conditions of these loans will be subject to FHA financing and qualification under the City of Moreno Valley's Homebuyer Assistance Program ("HAP"). The homebuyer will be subject to an equity sharing provision and an affordability period of 15 years; covenants will be recorded against the property to enforce the restrictions of the program.

The 'soft second' component encourages income-eligible homeowners to remain in the NSP affordable unit. The loan will be subject to the terms of the NSP Homebuyer Assistance Program ("NSP-HAP"). Continued affordability will be ensured via a monitoring process that will be conducted by City staff. Should the home, sell or transfer before the affordability period is realized, the City will collect a pro-rated equity share. In other words, if the NSP assisted property is sold or transferred within the covenant period, the City will then be entitled to a share of the gain on sale in addition to the original amount loaned. The gain of sale returned to the City will not exceed the total investment made into the property by the City.

#### **H. FAILURE TO PERFORM**

If the property is not rehabilitated and sold within 180 calendar days of the close of escrow date, the City may request repayment of the acquisition loan by the Development Partner. The City may take title of the property through this process via a foreclosure process or by the Development Partner conveying the title to the City.

### **Section 5. Property Management during the Holding Period**

#### **A. DESCRIPTION**

The Development Partner shall be responsible during the holding period to maintain and secure the property. The maintenance includes keeping the property free of debris, weeds, graffiti and other nuisance conditions. In addition, the Development Partner will secure the property to ensure that squatters and other individuals are unable to enter onto the property. The City may inspect and enter the property at anytime without first notifying the Development Partner.

#### **B. HOLDING PERIOD PLAN**

The Development Partner shall submit to the City a holding period plan before the property is acquired. The holding period plan will outline the strategy to maintain and secure the property from the point of acquisition to the point when the homebuyer moves in. The City reserves the right to amend or change the plan if it is not successfully maintaining and securing the property. The plan shall include the

name and emergency contact information of the staff member responsible for routinely inspect and correct any nuisance conditions.

### **C. BEAUTIFY PROPERTY AND ABATE NUISANCE CONDITIONS**

The Development Partner will be required to water and keep a green lawn at the property that is in public view. In addition, the City may also require the Development Partner to abate any nuisance conditions at the property. The Development Partner shall respond to these requirements within 2 business days, unless a corrective action notice issued by an enforcement agency requires immediate abatement. The Development Partner is solely responsible for fees, fines, and/or penalties levied due to substandard property conditions.

### **D. PROPERTY INSPECTION**

The Development Partner shall inspect the property at least once a week and provide inspection updates to the City. The City reserves the ability to require more frequent inspections when more serious conditions are present. The Development Partner shall respond within 1 business day of any complaints by the City to cure any serious nuisance conditions at the property, such as unrestricted access to the property.

### **E. COSTS INCURRED**

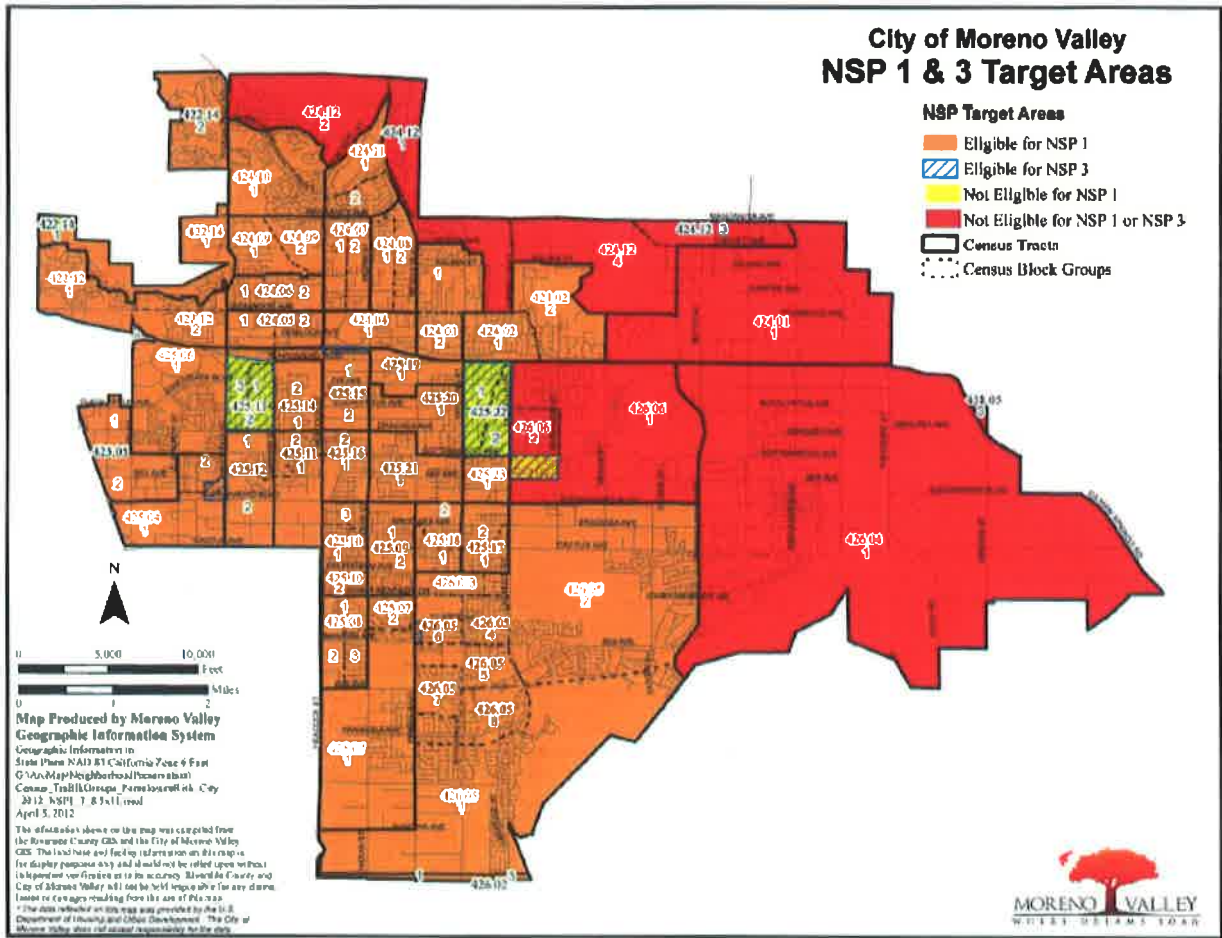
The Development Partner shall be liable for all costs associated with maintaining and securing the property. The City shall not be liable for any costs or reimburse the Development Partner for any costs incurred. Development Partners must take measures to manage and control costs. If extenuating circumstances arise or special circumstances/conditions exist, the Development Partner's responsibility of costs may be reviewed and determined on a case-by-case basis by the Community & Economic Development Director.

### **F. COMPENSATION**

The Development Partner shall be compensated for such property maintenance as part of the Developer Fee.

Date Approved: April 24, 2012

## Exhibit A NSP 1 and NSP 3 Designated Target Areas Map



NSP1 DESIGNATED TARGET AREAS BY CENSUS TRACT/BLOCK GROUP					
Census Tract	Block Group	Census Tract	Block Group	Census Tract	Block Group
422.12	1,2	424.11	1,2	425.14	1,2
422.14	1,2	425.04	1,2	425.15	1,2
424.03	1,2	425.05	1,2	425.16	1
424.04	1	425.06	1	425.17	1,2
424.05	1,2	425.07	1,2	425.18	1
424.06	1,2	425.08	1-3	425.19	1
424.07	1,2	425.09	1,2	425.20	1
424.08	1,2	425.10	1,2	425.21	1
424.09	1,2	425.11	1	425.23	1
424.10	1	425.12	1,2	426.05	1-8

NSP3 DESIGNATED TARGET AREAS BY CENSUS TRACT/BLOCK GROUP			
Census Tract	Block Group	Census Tract	Block Group
425.04	1	425.22	1-2
425.13	1-3	426.05	6
425.15	1	426.06	1

## **Exhibit B**

### **City of Moreno Valley Housing Quality Standards**

Housing used in the Homebuyers Assistance Program (HAP) will meet the performance standards set forth in this section. The housing will conform to Housing and Urban Department Housing Quality Standards, in addition with the City of Moreno Valley Housing Quality Standards, along with applicable municipal laws, or codes, and Building Code Standards.

### **Physical and/or Environmental Improvements**

Physical improvements, such as front and side yard landscape will be maintained in accordance with the City of Moreno Valley Municipal Code, Section 6.04.030(p) 5. The front and side yards will be free of weeds, overgrown and/or dead vegetation. Front and visible side yard landscaped will be maintained. The irrigation systems, if present, will be void of leaks, break in irrigation lines, valves and sprinkler heads intact and in operating order.

Gates, fences, block walls, or combinations thereof, located within the front or side yards will be maintained and in a safe condition. Ornamental lighting located in brick columns, walkways or planters will be maintained in a safe operating order, or be safeguarded to avoid potential injury or hazardous.

Driveways, sidewalks, planters, landings, steps or similar features within the front and side yards will be maintained of excessive cracking, warping, loose or dislodged concrete or bricks as to render the same unsafe or hazardous.

Property containing abandoned, damaged, broken equipment; furniture or other discarded items will be removed and properly disposed of in an approved manner.

Swimming pools, spas, fountains or water features will be free of stagnant water and nuisance migratory insects and mosquito larvae. Open excavations will be properly protected, secured or back filled with an approved and debris free organic material. Fence and gate requirements for pools and spas will be maintained under the code in which they were approved and installed.

All utilities will be intact and operational for their designed and intended use. Private and public waste disposal systems will be connected and appropriately discharge the disposal of waste.

## **Structural - Exterior Building Improvements and Finishes**

The dwelling unit, attached or detached porches, decks, stairs, railings or guardrails, patio covers, garages, carports and similar improvements will be structurally sound so as not to pose any threat to the health and safety of the occupants or the general public. All buildings will be located with respect to property lines and to other buildings, including height requirements established per zoning or building regulations.

All structural elements will be proportioned and joined in accordance with designed criteria as specified in the appropriate sections of the Building Codes. Buildings of every *permitted* type will comply with the applicable requirements of the Building Codes.

Foundations will be void of severe cracks, deterioration or settlement affecting the integrity of the structure.

Exterior wall surfaces will be free of splitting, buckling, warping, listing, leaning, cracks, holes, loose siding or other similar blemishes and excessive damage. All exposed wood will be protected from decay, rot, termites and be properly weather protected from the elements. Exterior paint finishes will be void of blistering, peeling, chipped or cracked paint; exception is made for detached outbuildings or sheds.

Roof coverings, flashing, drip guards, down spouts and gutters, eaves, fascia, exposed beams, rafters, cornices, soffits, window sills, planter boxes and similar architectural features will be maintained free of defects and deterioration of components that would have an adverse affect upon the adjoining surface in which they are attached.

Chimneys will be structurally sound and properly attached or connected to the building per designed criteria. Masonry chimneys will be void of severe cracks, loose mortar, settlement or listing. Chimney cap and flashing will be installed per manufacturer design or building code standards.

## **Building Interior**

Access to the unit will be maintained in a safe and effective manner to allow proper ingress and egress per building code standards. Exterior lighting at all exits be maintained in accordance with current building code standards.

Interior walls and ceilings coverings will be void of broken, loose plaster, cracks or holes. Interior walls will be clean of grease, grime, dirt or other foreign materials or be freshly painted. Wallpaper type finishes will be void of large tears, holes, peeling or blistering. Unsightly walls and ceilings will be freshly painted.

Interior carpeting will be free of exposed tack strips, tears, holes and matting. Caused by dirt build-up. Carpeting will be clean and sanitary. Sheet vinyl goods and similar floor coverings will be free of tears, curling, holes and similar blemishes. Bathroom flooring will be water tight around the water closet and tub edges.

Interior passage or closet doors, cabinets, shelving, drawers and vanities will be in place with appropriate hardware to operate effectively. Missing doors and hardware will be repaired or replaced. All interior doors, cabinets, shelving, drawers and vanities will be clean and sanitary free of dirt, grime and grease or other build up.

Window blinds or similar window coverings that are made part of the unit will be clean and free of defects.

The fireplace will be clean and free of ash and debris. Dampers will be operational and spark arrestors, or similar metal mesh or screening will be in place. Fireplace screens and doors will be in place per California Code of Regulations, Title 24, where applicable.

Security Bars on rooms designed for sleeping purposes will have a quick release mechanism installed and operational without any special key or device. Appliances installed in windows that affect ingress or egress, where no other window exist, will be removed or relocated to an approved location. Double-keyed entry dead bolt hardware will be replaced with common knowledge type hardware.

Windows will open and operate for natural lighting and ventilation. Window and door screens will be installed where applicable.

Smoke detectors will be maintained in a safe and operating order.

### **Plumbing**

Water supply will be served by an approved public or private sanitary water supply. Appropriate anti-siphons devices will be in place to protect the potable water supply from contamination. The water supply system will be free of leaks, broken plumbing lines or fixtures.

The dwelling will be properly connected to a public or private waste disposal system that is safe and operating manner for its designed purpose. The drain, waste and venting system will be maintained in a safe and operating order capable of discharging waste products.

All plumbing fixtures will have hot and cold running water where applicable. Water valve's, stems and supply lines will be free of defects, leaks and broken lines.

Sinks and faucets will be free of rust, corrosion and leaks. Garbage disposals, dishwashers, range hoods and gas stoves, cook tops or ovens will be maintained in a safe and operating order. Countertops will be of a non-absorbent material and be void of missing or broken tiles or excessive warping or damage.



Tub and shower compartments will be free of cracks and/or deteriorated wall coverings. Tempered glass shower doors and enclosures will be maintained in a safe manner free of cracks, broken glass and/or defective hardware.

Water heaters will be installed per manufacturer's recommendations and current building code standards. Water heaters will be void of rust or corrosion that could affect the operation of the appliance. All water heaters will be seismic braced per current building code standards, be properly vented and have an approved pressure relief valve extended per code. Water heaters will be protected from impact and/or weather elements.

Gas and appliance supply lines will be maintained in a safe manner free of leaks or cracks with an approved shut-off valve.

### **Electrical**

The electrical system will be safeguarded to protect occupants from hazardous conditions.

All outlets, switches, cover plates, light fixtures, weather protective type outlets, GFCI circuits, breakers, disconnects, over-current protection devices, cartridge fuses and other type fuses will be maintained in a safe and efficient manner.

Damaged outlets, fixtures and wiring will be repaired and/or replaced in an approved and recognized manner.

Broken wiring, non-insulated wiring, frayed wiring, improper types of wiring, connections or insulation, wires or outlets in wet locations or other unsafe places, will be repaired or replaced in an approved an recognized manner.

### **Mechanical**

All mechanical systems, materials and appurtenances, both existing and new, and all parts will be maintained in proper operating condition in accordance with the original design and in a safe and hazard-free condition.

Combustion air for gas fired appliances will be maintained in accordance with the California Code of Building Regulations.

All habitable space will have a means of conveying and maintaining heat per current building code standards.

### **Summary**

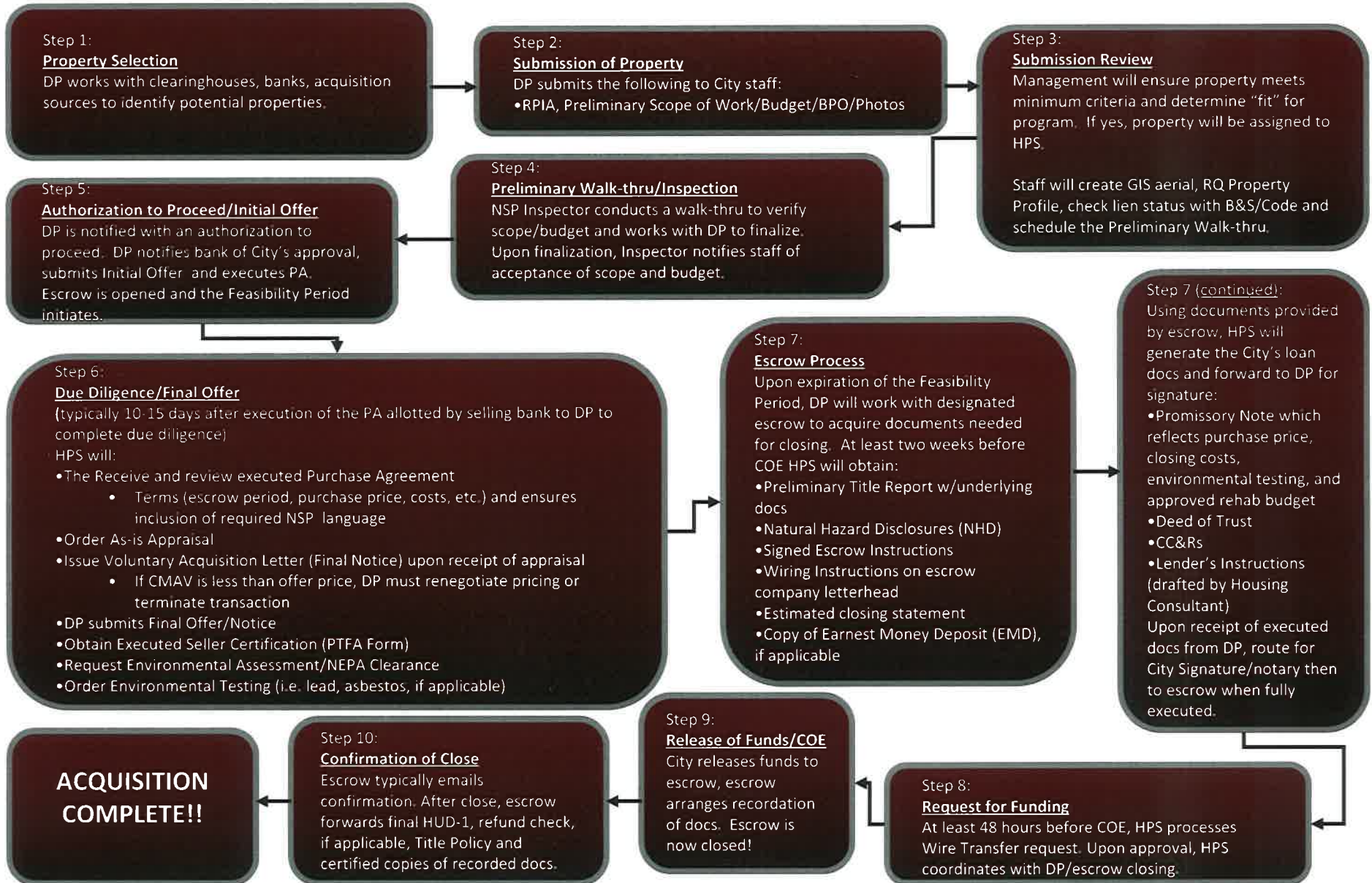
The City of Moreno Valley Housing Quality Standards, in conjunction with Housing and Urban Department Housing Quality Standards, municipal laws and model building

codes are designed and intended to establish guidelines for ensuring safe, sanitary and habitable housing.

Housing that fail to meet these minimum standards would not qualify nor participate in the Homebuyers Assistance Program (HAP).

# City of Moreno Valley Neighborhood Stabilization Program (NSP) Acquisition Process Flowchart

Exhibit C



Item No. G.2

-491-



## EXHIBIT D

City of Moreno Valley  
 Neighborhood Stabilization Program (NSP)  
 INITIAL REQUEST for PROPERTY INSPECTION ANALYSIS (Initial-RPIA)  
 (pre-inspection)

Date of Request:	<input type="text"/>	Year Built:	<input type="text"/>
Development Partner:	<input type="text"/>	Census Tract:	<input type="text"/>
Response Due to Bank:	<input type="text"/>	APN:	<input type="text"/>
Property Address:	<input type="text"/>	Program (NSP 1 or 3):	<input type="text"/>
Access Code:	<input type="text"/>	Date of Initial Offer/Notice:	<input type="text"/>
Sq. Ft. <input type="text"/>	Beds <input type="text"/>	Baths <input type="text"/>	

### Estimated Budget

Acquisition Price (based upon Initial Offer Price):			\$ -
Estimated Rehabilitation Costs:			\$ -
Estimated General Contractor Profit and Overhead:			\$ -
Estimated Additional Project Costs:			\$ -
Projected Closing Costs @ Acquisition:			
Property Taxes:			
Insurance:			
Utilities:		\$ -	
Water:			
Electricity:			
Gas:			
Other:			
Maintenance:		\$ -	
Landscape:			
Security:			
Cleaning:			
Other:			
Appraisals (as-is and post-rehab):			
Lead-based paint testing (if pre-1978):			
Asbestos testing (if pre-1986):			
Projected Closing Costs @ Resale:			
Commissions:			
Marketing:			
Other:			
Estimated Total Development Costs:			\$ -
Estimated Post-Rehab Sales Price (per BPO/CMAV):			\$ -
Proposed Subsidy:			\$ -

By signing below, the undersigned hereby certifies that to the best of his/her knowledge the information provided herein is true and accurate. The undersign understands the submission of this request does not imply acceptance of the above-reference property by the City of Moreno Valley for acquisition through the NSP Program.

By: \_\_\_\_\_  
 Authorized Agent For Developer Partner

\_\_\_\_\_  
 Date



**EXHIBIT E**  
 City of Moreno Valley  
 Neighborhood Stabilization Program (NSP)  
**FINAL REQUEST for PROPERTY INSPECTION ANALYSIS (Final-RPIA)**  
 (post inspection/post appraisal)

<b>Date of Request:</b> <input type="text"/>	<b>Census Tract:</b> <input type="text"/>
<b>Development Partner:</b> <input type="text"/>	<b>As-Is Appraisal Date:</b> <input type="text"/>
<b>Response Due to Bank:</b> <input type="text"/>	<b>As-Is Appraised Value:</b> <input type="text"/>
<b>Property Address:</b> <input type="text"/>	<b>Program (NSP 1 or 3):</b> <input type="text"/>
<b>APN:</b> <input type="text"/> <b>Year:</b> <input type="text"/> <b>Access:</b> <input type="text"/>	<b>Date of Initial Offer/Notice:</b> <input type="text"/>
<b>Sq. Ft.</b> <input type="text"/> <b>Beds</b> <input type="text"/> <b>Baths</b> <input type="text"/>	<b>Date of Final Offer/Notice:</b> <input type="text"/>

**Approved Development Budget**

<b>Acquisition Price (Final Offer Price, based upon appraised value):</b>			
<b>Rehabilitation Costs (based upon approved detailed Scope of Work):</b>			
<b>General Contractor Profit and Overhead:</b>		\$	-
<b>Additional Project Costs (costs are estimated):</b>		\$	-
<b>Estimated Closing Costs @ Acquisition:</b>			
<b>Property Taxes:</b>			
<b>Insurance:</b>			
<b>Utilities:</b>		\$	-
<b>Water:</b>			
<b>Electricity</b>			
<b>Gas:</b>			
<b>Other:</b>			
<b>Maintenance:</b>		\$	-
<b>Landscape:</b>			
<b>Security:</b>			
<b>Cleaning:</b>			
<b>Other:</b>			
<b>Appraisals (as-is and post-rehab):</b>			
<b>Lead-based paint testing (if pre-1978):</b>			
<b>Asbestos testing (if pre-1986):</b>			
<b>Projected Closing Costs @ Resale:</b>			
<b>Commissions:</b>			
<b>Marketing:</b>			
<b>Other:</b>			
<b>Estimated Total Development Costs:</b>		\$	-
<b>Estimated Post-Rehab Sales Price (per BPO/CMAV):</b>			
<b>Proposed Subsidy:</b>		\$	-

By signing below, the undersigned hereby certifies that to the best of his/her knowledge the information provided herein is true and accurate.

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized Agent For Developer Partner

Authorization is hereby granted to by the City to the Development Partner to acquire the above-referenced property through the Neighborhood Stabilization Program. This Final RPIA is the approved acquisition, rehabilitation and resale, budget. Any rehabilitation costs not included in this budget and/or the original Scope of Work must be authorized by the City prior to the commencement of work and/or incurrence of costs.

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized Agent For City

**Exhibit F  
INITIAL NOTICE**

Under the NSP regulations, the Buyer is required to purchase foreclosed properties at a discounted rate of at least one-percent (1%) below its Current Market Appraised Value (CMAV). Upon receipt of the **Initial Notice and Offer** form from the Buyer, the City, through an independent HUD-approved appraiser will conduct an appraisal of the property. The appraisal must be completed meeting the URA and its implementing regulations at 49 CFR Part 24. The appraiser will be State licensed or certified in accordance with Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA).

The initial purchase price submitted at the time the **Initial Notice and Offer** form is received by the City will be considered the **Initial Offer**. The final purchase price must be at least one-percent (1%) below the CMAV. If the Initial Offer meets the 1% discount, the Seller and Buyer will be required to submit a **Final Notice and Offer** form and the Initial Offer will be considered the **Final Offer**. The Final Notice and Offer form must be received and dated within thirty (30) days of the City's completed appraisal report. Failure to submit the form in a timely manner will result in denial of the NSP acquisition of this property.

**Please note: if the Initial Offer does not meet the minimum 1% discount requirements, the Buyer will re-negotiate the purchase price to meet the minimum 1% discount. If the Seller and Buyer are unable to reach an agreement for the purchase price that meets NSP requirements, the Buyer's request for acquiring the property will be denied and the cost of the appraisal will be absorbed by the City.**

**INITIAL OFFER**

Initial Purchase Price Negotiated by Buyer and Seller: \$

By signing below, both Buyer and Seller acknowledge that they have read and understand:

1. the Voluntary Acquisition of Foreclosed Property (Page 1);
2. the purchase price discount requirements of the transaction;
3. the property must have been vacant (and foreclosed) within the past ninety (90) days prior to this offer and Seller thereby certifies condition; and
4. Buyer's Initial Offer is contingent and subject to the discount require of the NSP Program and the Current Market Appraised Value.

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Exhibit G**  
**FINAL NOTICE**  
(to be completed by the City)

The City has obtained an appraisal report dated \_\_\_\_\_ of the property located at: \_\_\_\_\_, **Moreno Valley, CA** \_\_\_\_\_. The appraisal indicates the property's Current Market Appraised Value (CMAV) is \$ \_\_\_\_\_. The required minimum one-percent (1%) discount is \$ \_\_\_\_\_.

The final purchase price must be equal to or less than **\$appraised value minus the 1% discount** and will expire on midnight of **30 days from the date of the appraisal**

Buyer's Initial Offer price dated \_\_\_\_\_ is \$ \_\_\_\_\_. The Buyer's Initial Offer price:  
 does meet minimum 1% discount. Buyer is authorized to complete transaction.  
 does not meet the 1% minimum discount. Buyer must re-negotiate purchase price.

\_\_\_\_\_  
Signature of City Representative

\_\_\_\_\_  
Date

**FINAL OFFER**

(to be completed by Buyer and Seller)

The Initial Offer is:

1% or more below the City's CMAV. Buyer and Seller acknowledge that they mutually accepted the Final Purchase Price of \$ \_\_\_\_\_.

Less than 1% of CMAV. This offer is less than the CMAV as required by NSP. Buyer is prepared to offer \$ \_\_\_\_\_ to purchase the property. The Final Offer/purchase price must be received and dated within the completed City-appraisal report.

Seller does not agree to discount the property 1% below CMAV, as required by NSP. The Buyer and Seller agree to cancel the transaction.

By signing below, Buyer and Seller acknowledge that they have mutually accepted the Final Purchase price of \$ \_\_\_\_\_ (unless cancellation of the transaction has been indicated above). Signatures of all parties below must be dated before the expiration of the offer **30 days from the date of the appraisal** to be valid.

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

City of Moreno Valley  
 Neighborhood Stabilization Program (NSP)  
 Rehabilitation Process Flowchart

Exhibit H

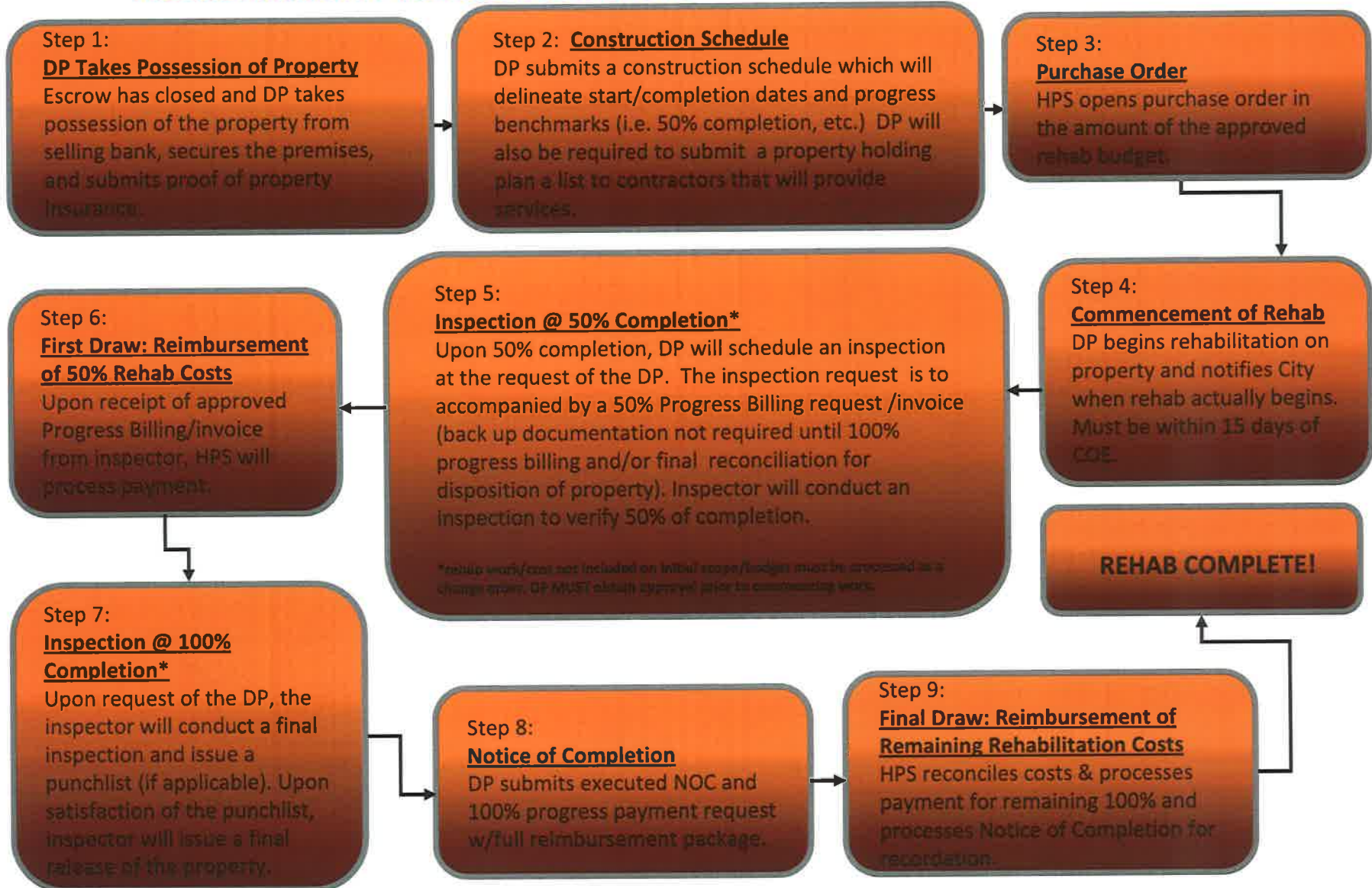




Exhibit I



**CITY OF MORENO VALLEY  
NEIGHBORHOOD STABILIZATION PROGRAM  
PROGRESS PAYMENTS**

<b>PURCHASE ORDER NO.</b>	_____	<b>ORIGINAL APPROVED BUDGET</b>	
		\$	-
<b>INVOICE #</b>	_____		
		<b>APPROVED BUDGET W/ COs</b>	
<b>INVOICE DATE</b>	_____	\$	-
<b>INVOICE AMOUNT</b>	_____		
<b>DEVELOPMENT PARTNER</b>	_____		
<b>PROPERTY ADDRESS</b>	_____		

Item No.	Description	Total Budgeted Amount	Amount Previously Paid (1st Billing)	Amount this Invoice (2nd Billing)	% this Invoice	Total Amount Earned	Total Amount Remaining	% Remaining
1	Air Conditioning				#DIV/0!	-	-	#DIV/0!
2	Appliances				#DIV/0!	-	-	#DIV/0!
3	Cabinets				#DIV/0!	-	-	#DIV/0!
4	Carpentry				#DIV/0!	-	-	#DIV/0!
5	Cleaning				#DIV/0!	-	-	#DIV/0!
6	Concrete				#DIV/0!	-	-	#DIV/0!
7	Countertops				#DIV/0!	-	-	#DIV/0!
8	Demolition				#DIV/0!	-	-	#DIV/0!
9	Drywall				#DIV/0!	-	-	#DIV/0!
10	Electrical-Wiring/Fixtures				#DIV/0!	-	-	#DIV/0!
11	Fencing/walls				#DIV/0!	-	-	#DIV/0!
12	Finish/Hardware				#DIV/0!	-	-	#DIV/0!
13	Fireplace				#DIV/0!	-	-	#DIV/0!
14	Flooring				#DIV/0!	-	-	#DIV/0!
15	Garage Door/Openers				#DIV/0!	-	-	#DIV/0!
16	Insulation				#DIV/0!	-	-	#DIV/0!
17	Landscape				#DIV/0!	-	-	#DIV/0!
18	Masonry				#DIV/0!	-	-	#DIV/0!
19	Patining				#DIV/0!	-	-	#DIV/0!
20	Pest Control				#DIV/0!	-	-	#DIV/0!
21	Plumbing				#DIV/0!	-	-	#DIV/0!
22	Pool/Spa				#DIV/0!	-	-	#DIV/0!
23	Rekey/Secure/Board UP				#DIV/0!	-	-	#DIV/0!
24	Roofing				#DIV/0!	-	-	#DIV/0!
25	Stucco				#DIV/0!	-	-	#DIV/0!
					#DIV/0!	-	-	#DIV/0!
					#DIV/0!	-	-	#DIV/0!
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					#DIV/0!	-	-	#DIV/0!
		-			#DIV/0!	-	-	#DIV/0!
		-			#DIV/0!	-	-	#DIV/0!

## Exhibit I

Approved Change Order #1								
					#DIV/0!	-	-	#DIV/0!
					#DIV/0!	-	-	#DIV/0!
					#DIV/0!	-	-	#DIV/0!
					#DIV/0!	-	-	#DIV/0!
<b>CO # 1 Totals</b>					-	-	-	-
Approved Change Order #2								
					#DIV/0!	-	-	#DIV/0!
					#DIV/0!	-	-	#DIV/0!
					#DIV/0!	-	-	#DIV/0!
					#DIV/0!	-	-	#DIV/0!
<b>CO # 2 Totals</b>					-	-	-	-
Approved Change Order #3								
					#DIV/0!	-	-	#DIV/0!
					#DIV/0!	-	-	#DIV/0!
					#DIV/0!	-	-	#DIV/0!
					#DIV/0!	-	-	#DIV/0!
<b>CO # 3 Totals</b>					-	-	-	-
<b>Totals Including COs</b>					-	-	-	-

BUDGET SUMMARY	
Original Budget	-
Change Order #1	-
Change Order #2	-
Change Order #3	-
Revised Budget	-

BILLING SUMMARY	
VALUE OF WORK COMPLETED TO DATE	-
VALUE OF WORK PREVIOUS INVOICE	-
VALUE OF WORK THIS INVOICE	-
<b>REMAINING BUDGET</b>	
	-

### DEVELOPMENT PARTNER'S CERTIFICATION OF WORK

I hereby certify that the work, as indicated above, has been completed, in accordance with the approved Scope of Work and Budget.

\_\_\_\_\_

Development Partner's Representative

\_\_\_\_\_

Date

### CITY OF MORENO VALLEY'S CERTIFICATION OF WORK

I hereby certify that the work, as indicated above, has been inspected and is deemed to be completed in accordance with the approved Scope of Work/Budget and the City of Moreno Valley's Housing Quality Standards (HQS).

\_\_\_\_\_

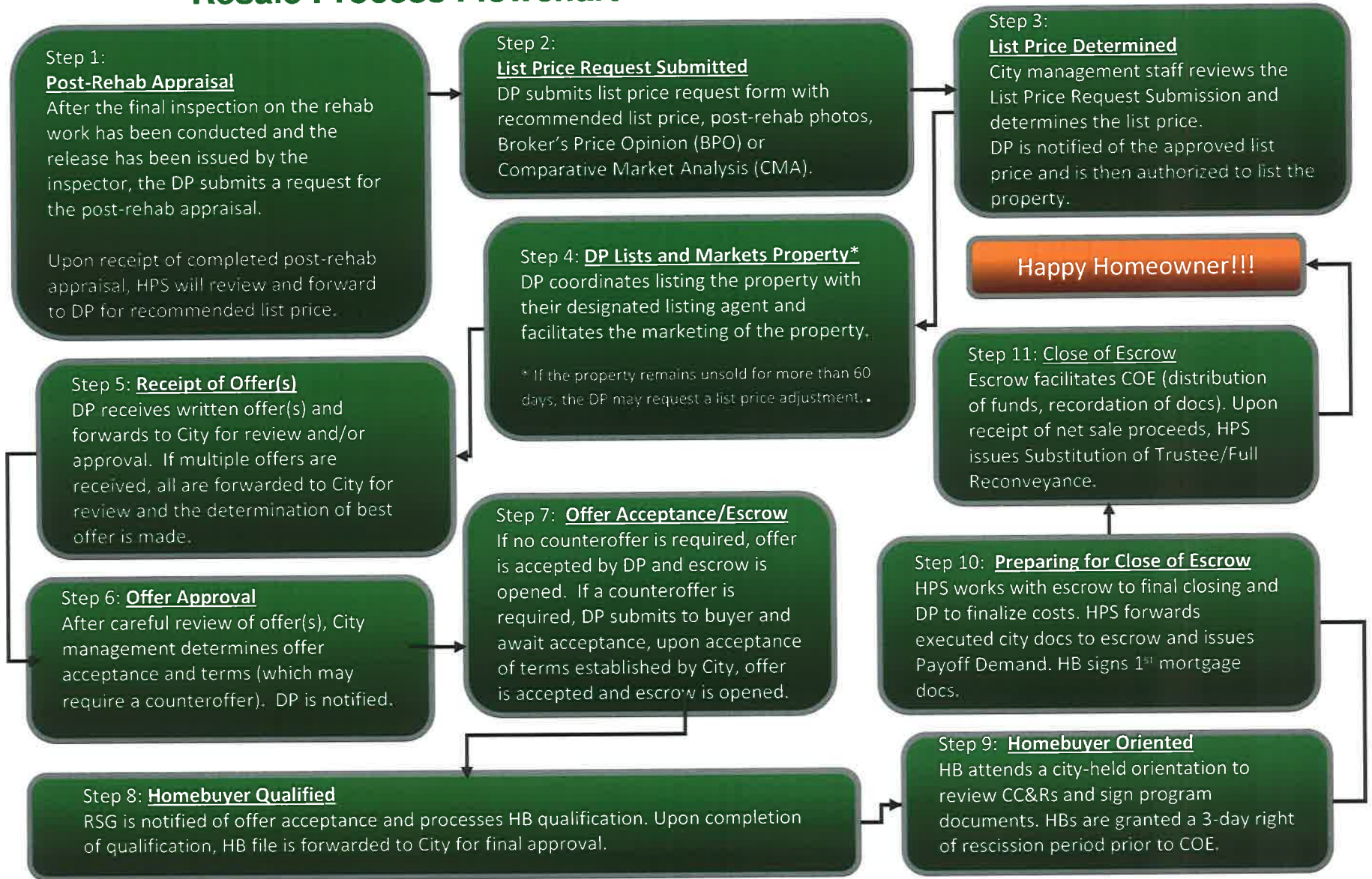
City of Moreno Valley Inspector

\_\_\_\_\_

Date

# City of Moreno Valley Neighborhood Stabilization Program (NSP) Resale Process Flowchart

Exhibit J



Item No. G.2

-499-

**EXHIBIT K**



**MORENO VALLEY NSP  
INITIAL LIST PRICE REQUEST FORM**

<b>PROPERTY INFORMATION</b>	Date of Request			
	Development Partner			
	Property Address			
	Final Inspection			
		Date Punchlist Issued		
		Date Punchlist Completed		
		Date of Reinspection		
		Date of Final Sign-off		
		Notes:		
	Post-Rehab Appraisal Date			
Post-Rehab Appraisal Value				
Updated BPO				
Average Value (Based Upon Current Comps)				
<b>DP PROPOSED LIST PRICE</b>	Estimated Total Development Costs (to date)			
	Listing Price as Proposed by DP			
	Subsidy at Proposed List Price			
<b>CITY-APPROVED LIST PRICE (completed by City)</b>	Average Value (Based Upon Current RQ Comps)			
	Approved List Price			
	Subsidy at Approved List Price			
	Back-up Documentation	1. Comps from Listing Agent attached showing recent market activity.		
		2. List Price RPIA (updated from Initial RPIA)		
3. RQ Property Profile				
4. RQ Sales Comps				
5. Post-Rehab Photos				

In accordance with City policy and Program Guidelines, upon receiving signed authorization from the City Representative you are authorized to list the subject property at the approved list price as indicated above. The approval of the list price does not constitute authorization to accept an offer, offer concessions, or adjust the list price without first obtaining City approval. By signing below, you agree to these terms and the terms as set forth in the Development Partner Agreement.

Signature, Development Partner:

Name:

Date:

Signature, City Representative:

Name:

Date:

---



---



---



---

## Exhibit L

### Phase 1

#### Step 1:

Lender obtains Initial Packet from RSG website. Packet includes:

- COMV Buyer Qualification Checklist
- COMV ARR Combined Qualification Affidavit Forms
- Lender's Qualification Worksheet

**NOTE:** Prior to RSG's acceptance of the homebuyer file, the City will notify RSG of the accepted offer. If a down payment assistant loan is required, Buyer(s) must use one of the City of Moreno Valley's Participating Lenders.

#### Step 2:

Lender submits Initial Packet and required documentation for Phase 1 to Data Collection Specialist (DCS) to create the file.

RSG obtains authorization from the City of Moreno Valley to proceed.

#### Step 3:

Upon creation of the file, the DCS reviews the file to completeness and works with Lender to obtain missing documents.

#### Step 4:

Within one (1) business day of file being determined as complete, the DCS will assign the file to a Homeownership Counselor (HC).

#### Step 5:

The HC will review the assigned file within two (2) business days to determine eligibility or if additional documentation is required. If additional documentation is required, upon receipt the HC will commence review.

#### Step 6:

Upon review of the complete file and eligibility has been determined, RSG will notify the City of Moreno Valley and the Lender of the Buyer's status with a **Pre-approval** or **Denial** letter. RSG will also pre-qualify the Buyer for a HAP (if applicable).

#### Step 7:

**Escrow may now be opened!**



## City of Moreno Valley NSP-ARR Buyer Qualification and NSP-HAP Process

### Phase 2

#### Step 1:

Lenders submit the remaining documentation on the Buyer Qualification Checklist required for Phase 2.

#### Step 2:

Upon receipt of all required documentation and the ARR file is determined to be complete, within two (2) business days RSG will submit the file to the City for final consideration.

#### NOTE:

**If a HAP application is being processed, HC will work with Lender to completion/review by Loan Committee (LC) which may exceed two (2) business days.**

#### Step 3:

The City of Moreno Valley will review the complete file for Final Approval. If a HAP loan is required, the City of Moreno Valley will schedule a Loan Committee meeting for file consideration.

#### Step 4:

Upon final review of Buyer qualification file and Loan Committee approval of the HAP application (if applicable), the City of Moreno Valley will issue a Final Approval. RSG will notify the lender of the Final Approval.

#### Step 5:

The City of Moreno Valley staff will assist with facilitating the close of escrow (i.e. drawing up loan docs, coordinating wire transfers, scheduling homebuyer orientations, etc.).





**EXHIBIT M**  
 City of Moreno Valley  
 Neighborhood Stabilization Program (NSP)  
**PAYOFF DEMAND WORKSHEET (without HAP)**

Development Partner:

Property Address:

Housing Program Spec.:

Estimated COE:

Escrow Company:

Escrow Officer:

Escrow Number:

Program (NSP 1 or 3):

<u>ACQUISITION &amp; REHABILITATION COSTS</u>		<u>Notes</u>
Acquisition Purchase Price (with discount):		
Actual Closing Cost per Final Closing Statement:		
Environmental Testing (not paid through escrow):		
As-is Appraisal (not paid through escrow):		
Post-rehab Appraisal:		
Miscellaneous fees paid by the City:		
Rehabilitation Costs:		
Additional Rehab Costs per Approved Change Orders:		
General Contractor Profit & Overhead:	\$0.00	
Hold Back Amount not already reimbursed for Outstanding Change Orders:		
<b><u>ADDITIONAL PROJECT COSTS</u></b>		
Property tax:		
Utilities (electric, water, gas, etc.):		
Maintenance (landscaping, security, cleaning, etc.):		
GL/Fire/Hazard/CoC Insurance:		
Other costs (Marketing):		
<b>TOTAL ADDITIONAL PROJECT COSTS</b>	\$0.00	
Hold back for project costs not paid through progress billing:		
<b><u>DEVELOPMENT FEE &amp; CLOSING SALE</u></b>		
Authorized / Final Development Fee:		
Estimated DP Closing Costs: (include commissions, closing fees, home warranty, NHD, etc.)		
Total Development Costs:	\$0.00	
Home Buyer Sales Price:		
Approved Subsidy Amount:	\$0.00	
<b><u>TOTAL DUE TO DEVELOPER</u></b>		
General Contractor Profit & Overhead:	\$0.00	
Rehabilitation Costs:	\$0.00	
Additional Rehab Costs per Approved Change Orders:	\$0.00	
Additional Project Costs paid by DP:	\$0.00	
Authorized / Final Development Fee:	\$0.00	
Previously Paid Progress Payments (enter as a negative):		
Acquisition CCs Reimbursed by Escrow to DP (deposit excluded) (enter as a negative):		
Tax Penalties (enter as a negative):		
<b>TOTAL DUE TO DEVELOPER</b>	<b>\$0.00</b>	
<b>CITY RESERVE/ESCROW HOLDBACK FOR DEVELOPER</b>	<b>\$0.00</b>	
<b>AMOUNT TO BE DISBURSED TO DEVELOPER BY ESCROW @ CLOSE</b>	<b>\$0.00</b>	
<b><u>FUND DISTRIBUTION FROM SALES PROCEEDS</u></b>		
Home Buyer Sales Price:	\$0.00	
Estimated DP Closing Costs: (include commissions, closing fees, home warranty, etc.):	\$0.00	
Invoices paid by escrow for rehab costs (if applicable, enter as negative):		
Amount Due to Development Partner:	\$0.00	
Holdback Amount (enter amount ONLY if escrow will be handling the disbursement of the holdback):		
<b>AMOUNT TO BE DISBURSED TO CITY BY ESCROW @ CLOSE</b>	<b>\$0.00</b>	

The undersigned certify that to the best of knowledge the information provided herein is true and accurate.

By: \_\_\_\_\_  
 Authorized Agent for Development Partner

\_\_\_\_\_ Date

By: \_\_\_\_\_  
 \_\_\_\_\_ nt for City

\_\_\_\_\_ Date



**City of Moreno Valley  
Multi-Family Residential  
Acquisition, Rehabilitation, & Rental (MFR-ARR) Program  
Program Guidelines/Procedures Manual**

**April 2012**

**City of Moreno Valley  
Community & Economic Development Department  
Neighborhood Preservation Division  
14177 Frederick Street  
Moreno Valley, CA 92553  
(951) 413-3450**

ATTACHMENT B

**CITY OF MORENO VALLEY  
MULTI-FAMILY RESIDENTIAL  
ACQUISITION, REHABILITATION, AND RENTAL (MFR-ARR)  
PROGRAM GUIDELINES/PROCUDURES MANUAL**

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**CITY OF MORENO VALLEY  
SINGLE-FAMILY RESIDENTIAL  
ACQUISITION, REHABILITATION, AND RESALE (SFR-ARR)  
PROGRAM GUIDELINES/PROCEDURES MANUAL**

**INTRODUCTION**

The Department of Housing and Urban Development's (HUD) Neighborhood Stabilization Program, established by the Housing and Economic Recovery Act of 2008 to stabilize neighborhoods damaged by the economic effects of properties that have been foreclosed upon and abandoned. Due to the local impact of the foreclosures, the City of Moreno Valley ("City") was awarded funds in the first round of NSP ("NSP1") to create and implement an NSP Program to mitigate the impact of the housing foreclosure crisis.

Since the creation of the NSP Program and the first round of funding, subsequent rounds of funding have been awarded; the City did not receive funds from the second round of NSP ("NSP2"). However, in 2010, a third round of the Neighborhood Stabilization Program ("NSP3") was enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act to continue mitigation efforts of the housing foreclosure crisis. The City was awarded an allocation to administer the NSP3 Program.

The City will utilize current and future NSP funds to create multi-family residential rental opportunities for income-eligible households earning up to 50% Area Median Income ("AMI") for Riverside County. The City will implement the NSP Program by partnering with local non-profit developers or Community Housing Development Organizations ("CHDO") to serve as Development Partners ("Development Partners") to acquire bank-owned, vacant and foreclosed multi-family residential properties for the purposes of rehabilitation and disposition through rental.

The following is a list of collective activities implemented through the NSP Program(s):

1. Activity 1: Single-family Acquisition, Rehabilitation, Resale (SFR-ARR)
2. Activity 2: Multi-family Acquisition, Rehabilitation Resale (MFR-ARR)
3. Activity 3: Neighborhood Stabilization Homeownership Program (NSHP)
4. Activity 4: Demolition
5. Activity 5: Landbanking
6. Activity 6: Redevelopment

## **GUIDELINES**

The City established the MFR-ARR Program to improve neighborhoods and increase confidence of residents and prospective homebuyers in Moreno Valley communities. The NSP Program has been developed to provide safe, decent, affordable rental housing opportunities to income-eligible households while addressing the adverse impact of the foreclosure crisis.

The following are the Guidelines ("Guidelines") for the City's NSP MFR-ARR Program. These Guidelines will apply to current and future ARR Programs funded through NSP. The City reserves the right to amend the Guidelines - at any time without prior notification - to Development Partners or other interested parties or entities. Procedural or process-related amendments that are not substantive in nature may be made by the City Manager and/or his designee, at his discretion. Amendments that are substantive in nature will require City Council approval, prior to implementation.

Pursuant to federal NSP regulations, all properties acquired through the NSP Program are subject to the following requirements (this list is not exhaustive):

1. Location within one of the Designated NSP Target Areas, as set forth in the Target Area Map (see Exhibit A). Properties not located in a Designated Target Area are not eligible for the NSP Program.
2. A minimum 1% discount below the property's current market appraised value. The appraisal of the subject property must be performed by a HUD-approved appraiser.
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and Protecting Tenants at Foreclosure Act (PTFA). Properties that do not meet these criteria are not eligible for the NSP Program. **Please note: the selling bank will be required to execute a Seller's Certification attesting to their compliance with tenant protection laws.**
4. Rehabilitation standards consistent with the City's Housing Quality Standards (HQS) (see Exhibit B) and Title X of the 1992 Housing and Community Development Act, 42 U.S.C. Section 4800, et seq. and the implementing regulations set forth at 24 C.F.R. part 35, subparts A, B, J, K, and R, with respect to notification, inspection, assessment, reduction, and clearance of lead-based paint.
5. Environmental Assessments. HUD-fund projects that are categorically excluded per 24 CFR § 58.35(a), the Responsible Entity must make a determination of whether the proposal achieves compliance with each applicable statute,

Executive Order or regulation with or without requiring formal consultation procedures, mitigation, permits or having adverse effects on the resources protected by the statute.

6. Rental to an income-eligible household earning up to 50% of Riverside County Area Median Income ("AMI"). NSP funds are restricted to fund projects that will be used to assist very low- to moderate- income households.
7. Affordability Restrictions. The Development Partner(s) will be required to ensure affordability of the rental units for the entirety of the 55-year Affordability Period.
8. Household eligibility. Each household will be screened to ensure income, and all other eligibility requirements are met.

In addition to the requirements of the NSP Program, the City imposes the following:

1. Profit and Overhead for Rehabilitation shall not exceed 20% of actual repair costs;
2. Developer Fee shall not exceed \$21,000 per 4-unit complex;
3. The Development Partner will acquire the properties through a single escrow transaction. The Development Partner immediately takes title to the property. The Development Partner will be prohibited from transferring the property to another private party without the approval of the City. A regulatory covenant will be recorded on the property to prevent it from being sold to another party;
4. The projects will be owned in fee by the Development Partner;
5. All housing units within the projects will be rented to income-qualified families earning up to 50% of the area median income;
6. Affordable Rent for Very Low Income Households is calculated as 30% of 50% of the area median income, adjusted for family size appropriate to the unit;
7. All projects will have recorded covenants restricting rents for at least 55 years to the 50% of the area median income;
8. Development Partners will execute an Affordable Housing Agreement with the City, which will include the conditions for ownership, rehabilitation, management, and operation of the project;
9. NSP funding will provide financing for all acquisition and rehabilitation. The Development Partner will sign a note for the total cost of the project including all acquisition, rehabilitation, profit, overhead, and Developer Fee;

10. The note will require annual payments amortized over the 55 year life of the affordability covenants;
11. The note will be secured by a deed of trust senior to any other financial encumbrance in favor of the City;
12. The note will be repaid from rental income generated by the project after deducting normal operating expenses;
13. Development Partners will be required to evaluate the conditions of the property and prepare a project scope of work as part of the acquisition of the house prior to close of escrow. Any home built prior to 1978 will require compliance within HUD-certified lead based paint testing. In addition, all building code violations will be required to be corrected. The Development Partners will both rehabilitate and maintain the property during the holding period. The City will have the authority to approve, revise, or deny the project scope of work and the rehabilitation performed, and enforce the maintenance conditions.
14. Development Partners are strongly encouraged to use local businesses (including contractors, escrow companies, realtors, hardware suppliers, and title companies).
15. All construction work shall commence within 15 days of acquisition closing.

## **PROCEDURES**

The City established the MFR-ARR Program to improve and stabilize neighborhoods, build confidence with residents in the local market, mitigate the impact of the foreclosure crisis, and create affordable rental opportunities. The MFR-ARR Program targets multi-family residential dwellings that are bank-owned, vacant and foreclosed. The following are the guidelines for the MFR-ARR Program, the City reserves the right to modify these Guidelines at any time.

## Section 1. Development Partners

### A. DESCRIPTION

In adherence with the City's procurement policy, the City will issue a Request For Qualifications and/or proposal ("RFQ") – when necessary– to solicit statements of qualifications and/or proposals from for-profit and non-profit Development Partners and CHDOs to procure Development Partners with substantial residential real estate and rehabilitation/construction experience to participate in the program. The City will utilize Development Partners to assist with the implementation of the ARR Program to:

- Identify potential NSP-eligible properties for acquisition
- Participate in the acquisition of NSP-eligible properties
- Rehabilitate properties acquired through NSP Program
- Facilitate the rental of the NSP-properties to income-eligible households
- Provide long term asset management

### B. RFQ PROCESS

The RFQ process evaluates and selects applicants to be Development Partners. **The RFQ process may be used at any time to add or replace existing Development Partners.** An evaluation panel shall be used to review each application and make recommendations for the selection of one or more Development Partner to participate the MFR-ARR Program. The City shall review the recommendations of the evaluation panel, conduct interviews of the recommended, and make final recommendations to the City Council.

Upon approval of the recommended Development Partners by the City Council, an Affordable Housing Agreement ("AHA") between the Development Partner and the City will be executed upon the approval of a viable multi-family residential project.

In the event a Development Partner fails to perform to the satisfaction of the City per these Guidelines and all agreements executed, the City may either remove or suspend the Development Partner from participating in the MFR-ARR program. The process to remove or suspend a Development Partner shall be per the AHA executed between the Development Partner and the City.

### C. DEVELOPMENT PARTNER MINIMUM QUALIFICATIONS

The City of Moreno Valley would prefer to work with companies that are fully integrated in all areas of real estate development including construction, asset

management, and real estate sales. However, applicants who must "partner" with another company to fulfill the minimum qualifications are also encouraged to apply (shall demonstrate the cooperative ability to provide the minimum qualifications). Preference will be given to applicants that meet the following:

1. Minimum of five (5) years of real estate experience in acquiring and selling owner-occupied properties for development / redevelopment. This experience includes negotiating directly with sellers to acquire property; negotiating directly with buyers to sell property; listing, marketing and placing properties on the Multiple Listing Service; and, having a California real estate broker license in good standing. Within these five (5) years the company must have purchased and sold a minimum of 40 homes.
2. Minimum of five (5) years experience with rehabilitation and construction of single-family properties. This experience includes evaluating property conditions, identifying building code violations, including illegal room additions and conversions, preparing a written rehabilitation scope of work, determining rehabilitation costs; preparing building plans, obtaining required building permits and inspections, and having a California general contractor license in good standing. Within the past five (5) years the company must have been directly involved in rehabilitating a minimum of 20 properties.
3. Minimum of five (5) years experience in asset management including maintaining and properly operating multi-family residential properties and experience with continued monitoring and compliance reporting.
4. Within the last ten (10) years, the company must have experience working with local governments in rehabilitating or constructing new single-family residential property. This experience includes a clear understanding of the government program regulations.
5. Developments will be required to have an understanding of and ability to work with the Neighborhood Stabilization Program federal regulations and the ARR program guidelines.

#### **D. PROPERTY ASSIGNMENT PROCESS**

The City of Moreno Valley permits the Development Partner to utilize their existing relationships to obtain leads for potential acquisitions. The Development Partners will utilize one or more of the following processes to acquire properties:

1. Work directly with the selling banks, lenders, clearinghouses, etc. to acquire properties – in accordance with these Guidelines – that meet NSP eligibility criteria;

2. Establish a relationship with the National Stabilization Community Trust ("Trust") to acquire properties. Please note: the City does not take legal ownership ("title") to the properties, thus, Development Partners must be able to immediately take title to properties acquired through the Trust;
3. The City reserves the right to acquire and manage a project on its own – without the assistance of any one Development Partner – by selecting alternate contractors and vendors not related to or affiliated with the Development Partners.

Upon identifying a potential property for acquisition, the Development Partner will follow the acquisition process, described below, to obtain the required approval. The City Manager, or his designee, may approve alternative acquisition procedures not otherwise stated in the Guidelines.

## **Section 2. Property Acquisition**

### **A. DESCRIPTION**

One of the primary goals of the NSP MFR-ARR Program is to acquire foreclosed homes that negatively impact a neighborhood. Despite the acquisition discount, and because of the target market the projects will, the projects will require gap financing- provided by the city- to make the project viable. Each acquisition pro forma will be analyzed and reviewed on a case-by-case basis by staff for approval prior to Development Partner making an offer.

### **B. ACQUISITION PROCESS**

The City of Moreno Valley's approach is to acquire and rehabilitate properties that otherwise may not be able to be naturally absorbed by the market. As a preference, the City will focus on acquiring properties that require substantial rehabilitation, have existing Code and/or Health and Safety hazards.

Summary of the Acquisition Process:

1. Property Selection - the Development Partner works with banks, clearinghouses, Trust to identify property. Development Partner inspects property, creates preliminary scope of work and preliminary budget.
2. Submission of Property -Development Partner submits the following for review/consideration:
  - a. Detailed Preliminary Rehabilitation Scope of Work and Budget
  - b. Photos of Property



- c. Pro forma showing expenses, revenues, cash flow, operating expenses, debt service, etc.
3. Submission Review - City management will ensure property meets minimum criteria and assign to a Housing Program Coordinator ("HPC") who will do the following for internal use:
  - a. Obtain lien status of property with internal departments
  - b. Create a GIS aerial
  - c. Generate a Real Quest Property Profile
  - d. Schedule the preliminary interior/exterior property inspection with the NSP Inspector
4. Preliminary Walk-thru/Inspection - The NSP Inspector will conduct a walk-thru to verify the Scope of Work and rehabilitation budget. The inspector will work with the Development Partner to final the scope and budget.
5. Authorization to Proceed - Upon verification of the scope and rehab budget, and review/analysis of project pro forma, the Development Partner is authorized to submit the Initial Offer form (see Exhibit C) to the selling bank and the City issues the Initial Voluntary Acquisition Notice.
6. Due Diligence/Feasibility Period - During the Feasibility Period, the City/DP conducts due diligence. The City/DP are able to cancel the transaction during this period should the results of the due diligence are unsatisfactory. During this period City staff will review executed Purchase Agreement and coordinate the following:
  - a. As-is appraisal
  - b. Completion of the Environmental Assessment/NEPA Clearance
  - c. Environmental Testing (i.e. lead-based paint and asbestos), if applicable
  - d. Obtaining Seller's Certification
  - e. Upon receipt of appraisal and confirmation the acquisition price meets the minimum 1% discount as required by NSP regulations, the HPC coordinates:
    1. Final Offer/Notice execution by Development Partner and selling bank (see Exhibit D)
    2. Issuance of the Final Voluntary Acquisition Notice
    3. Drafting and negotiating to terms of the AHA. The AHA will be drafted by appointed special counsel to the City's Housing Authority.
7. Escrow Process - The close of escrow will be facilitated in accordance with the terms as set forth in the AHA. The Development Partner will work with designated escrow company to obtain required escrow documents:

- a. Preliminary Title Report with underlying documents
- b. Natural Hazard Disclosures ("NHD")
- c. Signed Escrow Instructions
- d. Wiring Instructions on escrow company letterhead
- e. Estimated Closing Statement
- f. Copy of Earnest Money Deposit ("EMD")

The HPC and attorney will finalize the AHA and forward to Development Partner for execution. Upon receipt of executed documents HPC will route for counter execution by City, and forward the recordable documents to escrow (this list is not exhaustive):

- a. Promissory Notes:
  - 1. Residual Receipts
  - 2. Equity Share
  - 3. Capital Recovery
- b. Deeds of Trust:
  - 1. Residual Receipts
  - 2. Equity Share
  - 3. Capital Recovery
- c. Covenants, Conditions and Restrictions ("CC&Rs")
- d. Notice of Affordability Restrictions on Transfer of Property
- e. Resale Restriction Agreement
- f. Regulatory Agreement
- g. Intercreditor and Subordination Agreement
- h. Acquisition Deed
- i. Request for Notice of Default
- j. Lender's Instructions

- 8. Request for Funding - HPC processes request for funding and schedules the wire transfer to escrow.
- 9. Release of Funds/Close of Escrow - Upon confirmation of receipt of City documents by escrow, funds are released to escrow.
- 10. Confirmation of Close - After receipt of funds and recordation of documents, escrow is officially closed. HPC confirms close with escrow. Development Partner takes possession of the property.

### **C. SUBSIDY LIMITS**

While it is the goal of the Program to maximum the City's investment and recapture as much of the costs as possible, in some instances a subsidy (loss of investment) will be required. The subsidy or gap financing required for each project will be

reviewed and determined on a case-by-case basis using both qualitative and quantitative measures.

### **Section 3. Property Rehabilitation**

#### **A. DESCRIPTION**

Multi-family residential properties acquired through the NSP3 Program will be required to be rehabilitated by the Development Partner with the City approving the initial rehabilitation scope of work, pricing, change orders and final completion of work. The rehabilitation work must be completed based on the approved rehabilitation scope of work and budget - modifications to the approved scope and budget must be approved by the City prior to modifying.

#### **B. REHABILITATION PROCESS**

Summary of the Rehabilitation Process:

1. Development Partner Takes Possession of Property - Escrow has closed and Development Partners takes possession of property from bank, secures the premises, and provides proof of property insurance for the property.
2. Construction Schedule - Development Partner submits a construction schedule that delineates estimated start/completion dates and process benchmarks. Development Partner will also submit a list of contractor that will be working on site providing services.
3. Purchase Order - A Purchase Order by the HPC is opened in the amount of the approved rehabilitation budget.
4. Commencement of Rehabilitation - The Development Partner begins rehabilitation of the property and notifies City when actual rehab begins.
5. Inspection at Completion of 50% - Upon 50% completion the Development Partner will request an inspection and submit an invoice/progress billing request for 50% completion. Draw request will include:
  - a. Executed Progress Billing Sheet (Exhibit E)
  - b. Current Invoice

**Please note: all rehabilitation reimbursement payments will conform to a 50% and 100% draw schedule.**

6. First Draw: Reimbursement of 50% of Rehabilitation - Upon verification of 50% completion of the rehab work the inspector will sign-off to authorize payment of first draw.
7. Inspection at Completion of 100% - Development Partner requests a final inspection and submits a final scope of work reflecting any changes to the initial scope and change orders. Upon completion of the inspection, a punchlist is issued, if applicable. Upon satisfaction of the punchlist, the inspector will issue a final release of the property.
8. Notice of Completion - Development Partner submits an executed Notice of Completion and final draw request for processing by HPS. The Final Draw request must be accompanied by a reimbursement package to include the following:
  - a. Notice of Completion;
  - b. Progress Billing Sheet;
  - c. Current Invoice;
  - d. Copy of final Scope of Work and Budget;
  - e. Copies of executed subcontractor Agreements;
  - f. Subcontractor/Vendor Invoices;
  - g. Proof of payment/copies of cancelled checks used to pay vendors/invoices;
  - h. Copies of receipts for materials;
  - i. Lien Releases, if applicable;
  - j. Business Licenses for each vendor/subcontractor, regardless of services provided;
  - k. Reports/clearances (i.e. termite, roof, etc.); and,
  - l. Labor costs will be sampled.
9. Final Draw/Reconciliation - HPC processes the Notice of Completion for recordation. HPC reconciles costs and processes payment for remaining 50%.

**If HPS requires additional documentation to finalize the reconciliation, HPC will issue needs list to Development Partner.**

### **C. MINIMUM REHABILITATION STANDARDS**

The City requires that all rehabilitation standards are consistent with the City's Housing Quality Standards (HQS) and Title X of the 1992 Housing and Community Development Act, 42 U.S.C. Section 4800, et seq. and the implementing regulations set forth at 24 C.F.R. part 35, subparts A, B, J, K, and R, with respect to notification, inspection, assessment, reduction, and clearance of lead-based paint. All code violations, illegal additions, health and safety standards hazards must be remedied.

Materials and repairs should be based upon a medium level of quality and are subject to inspection and approval by the City.

#### **D. ENVIRONMENTAL ASSESSMENT AND TESTING**

HUD-fund projects that are categorically excluded per 24 CFR § 58.35(a), the Responsible Entity must make a determination of whether the proposal achieves compliance with each applicable statute, Executive Order or regulation with or without requiring formal consultation procedures, mitigation, permits or having adverse effects on the resources protected by the statute. Pursuant to the NSP guidelines, an Environmental Assessment/Site-specific environmental Clearance is required for each property. The City, as the Responsible Entity, in accordance with the governing regulations, will ensure an Environmental Assessment for each property.

Additionally, a lead-based paint test and risk assessment shall be conducted by the Development Partner on each house constructed prior to 1978 prior to escrow closing. The City, at its discretion, may also request such test for homes in 1978 or later. Where either lead-based paint or asbestos has been found, appropriate steps, including either controlling or abating, shall be conducted at the discretion of the City, in compliance with federal, state, and local laws governing remediation. All testing shall be paid for by the City during the escrow period. All remediation work related to lead based paint and asbestos costs shall be included in the scope of work.

#### **E. COMMENCE REHABILITATION**

The Development Partner shall commence rehabilitation within 15 calendar days after receiving legal title to the house. The Development Partner shall complete the rehabilitation work within 60 calendar days. Additional time may be added to commence or to complete rehabilitation, subject to the prior approval of the City.

#### **F. CHANGE ORDERS**

In the event there are any changes to the project after the approved project scope and cost has been approved, a written change order request should be submitted to the City for consideration. The City shall have at least 2 business days to approve or deny the change order. All proposed changes to the project scope require City approval in writing before commencing with the changes. Any changes made without the approval of the City – in the absence of an exigent circumstance – will be a violation and costs incurred will not be deemed eligible for reimbursement. **If change order(s) is/are a result of theft and/or vandalism, a police report must accompany the change order request.**

## **G. REHABILITATION INSPECTIONS**

The Development Partner shall obtain all required City building permits prior to commencing rehabilitation. During rehabilitation work, the City may at anytime inspect and evaluate the progress and quality of the rehabilitation. If the City is not satisfied with the progress or quality of the rehabilitation, a correction notice, other than the Building Division, shall be issued. The Development Partner will be required to comply with the correction notice and incur all costs.

## **H. FINAL INSPECTION AND CORRECTIONS**

Within 2 business days of being notified, the City will conduct a final inspection of the house to ensure that the project is satisfactory completed per the approved project scope and any change orders. A correction notice will be issued by the City for any scope or change order item(s) that require corrections. The scope of work and any change order must be satisfactory completed to the satisfaction of the City and the Building Division for the rehabilitation work to be completed. Once completed, a notice of completion of the project will be issued by the City.

## **I. PROFIT AND OVERHEAD**

The Development Partner may charge a maximum of 20% of the total rehabilitation cost for profit and overhead to be paid to the general contractor and/or subcontractors for properties acquired through the program. The profit and overhead cost shall be included in the Total Development Costs.

## **J. FINAL REHABILITATION COSTS**

If a "holdback" amount or deferred developers fee is withheld during the escrow process, within 30 calendar days after escrow closing to resell the house, the Development Partner shall provide the City detailed final rehabilitation costs based on the scope, profit and overhead, change orders, and outstanding/in reimbursed holding costs (withheld as holdback). The City, within 7 calendar days of receiving the report, may accept or reject outstanding costs. If rejected, the Development Partner shall correct the outstanding costs based on City direction and prior to any further properties being acquired. If accepted City will issue an authorization to release holdback funds to escrow. If funds are held in reserve by the City, payment will be processed for outstanding costs.

## **K. REQUIRED CONTRACTOR QUALIFICATIONS**

Prior to commencing rehabilitation on the first MFR-ARR property, the selected Development Partner shall provide the City a list of any general and/or sub-contractors to perform work on the project. Any changes to the list must be updated by the Development Partner on a continual basis. All contractors and sub-contractors are required to have a California contractor license in good standing, the required workers compensation insurance, and other requirements, as determined by the City. The Development Partner shall manage the rehabilitation of the project and all the contractors involved.

## **L. WARRANTY OF WORK**

The Development Partner will be required to provide a warranty for ALL repairs needed to the home within the first year of occupancy. While the Development Partner can purchase, at their own expense, a retail home warranty for the homebuyer, if anything is not covered in the retail home warranty, the Development Partner will be expected to correct ALL items needing repairs unless the damage was caused by the homebuyer.

## **M. REHABILITATION COSTS**

The Development Partner will have the discretion to rehabilitate the property with private funds or a loan, with the approval of the City, or an acquisition loan provided by the City with use of NSP3 funds subject to availability. The rehabilitation loan by the City will provide funding for only the cost of the repairs including the 20% profit and overhead for the contractor. The loan will be provided as a zero fee and zero interest loan and will be required to be repaid in it's entirely in 180 calendar days. If the loan is not repaid within 180 days, the loan shall accrue simple interest at a rate of 10% per annum. A deed of trust for the loan shall be recorded against the property. Failure to comply with conditions in these guidelines will allow the City to call the entire the loan amount due and payable at any time prior to the 180 calendar day deadline.

If rehabilitation funding is not available, the Development Partner shall be responsible to provide funding to cover all costs related to rehabilitation, including costs related to profit and overhead and change orders. The funding may either be a loan from a financial institution or a private party or funded directly by the Development Partner. All rehabilitation financing (including interest rate and costs) are to be reasonable based on lending practices of major financial institutions and at the approval of the City. Development Partners that provide there own direct financing may include interest and other loan costs, subject to the approval of the City.

## Section 4. Rental of Units

### A. DESCRIPTION

Development Partner will make available, restrict occupancy to, and rent all of the required restricted units at affordable rent, as defined in the AHA. All units shall be rented in conformity with the Prescribed Income Levels (up to 50% AMI) and at Affordable Rent (in accordance with HOME rent regulations) throughout the required covenant period.

The Development Partner is responsible for the rental of the affordable units and the continued management of the project for the entire duration of Affordability Period. It is incumbent upon the Development Partner to ensure all units are rented to households that meeting income and affordability requirements.

### B. ELIGIBILITY PROCESS

Summary of the Eligibility Process:

1. Determining Income Eligibility - The first step in determining eligibility for an affordable housing program is determining whether the household which will be renting the housing unit meets income standards applicable to Riverside County, based upon the size of the family. Income limits are based on currently effective median income of San Bernardino-Riverside County, as released by the Department of Housing and Community Development ("HCD"). Income limits are subject to change annually. Income eligibility restrictions will be defined specifically in the project-specific AHA.
2. Determining Affordable Rent - The second step in determining compliance with affordable housing requirements is determining whether the total rent costs payable by the tenant are within allowable amounts. **For purposes of determining Affordable Rent, "Rent"** is an average of estimated housing costs for the next twelve months. **"Rent"** includes the total of monthly payments for all of the following:
  - Use and occupancy of a housing unit and land and facilities associated therewith;
  - Any separately charged fees or service charges assessed by the lessor which are required of all tenants, other than security deposits;



- A reasonable allowance for utilities not included in the above costs, including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuels. Utilities does not include telephone service. Such an allowance shall take into consideration the cost of an adequate level of service;
- Possessory interest taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than the lessor.

With respect to all dwelling units at the Site, the third step in determining rents is to determine those rents allowable as Low HOME Rents pursuant to the HOME Regulations (including without limitation §92.252 thereof).

3. Selection of Tenants - Developer shall be responsible for the selection of tenants for the Required Affordable Units. Age shall not be a factor in the selection of tenants. Tenant selection and income determinations shall, in addition to complying with the provisions set forth in the HOME Regulations, including without limitation §§ 92.203 and 92.253 thereof.
4. Income of Tenants - Each tenant shall be a Very Low Income Household or a Moderate Income Household (in conformity with the Prescribed Income Levels and using Affordable Rent) which meets the eligibility requirements established for the corresponding Required Affordable Unit, and Development Partner shall obtain a certification from each tenant renting or leasing each housing unit which substantiates such fact. Developer shall verify the income certification of each tenant. Prior to the rental or lease of any housing unit on the Site to a tenant, and annually thereafter, the Development Partner shall submit to City or its designee, at Development Partner's expense, a completed income computation and certification form, in a form to be provided by the City. The Development Partner acknowledges that the City shall make all such reports available to the City and, to the extent provided under the NSP or requested by HUD, to HUD.

### **C. ANNUAL TENANT CERTIFICATIONS**

The Development Partner shall maintain on file each tenant's executed lease and Income Verification and rental records for the Required Affordable Units. The Development Partner shall maintain complete and accurate records pertaining to the Required Affordable Units and will permit any duly authorized representatives of the City respectively, to inspect the books and records of the Development Partner pertaining to this Agreement and the Required Affordable Units. The Development Partner shall prepare and submit to the City (or its designee) annually and

throughout the Required Covenant Period, a Certificate of Continuing Program Compliance. Such documentation shall state for each Required Affordable Unit the unit size, the rental amount, the number of occupants, and the income of the occupants and any other information which may be used to determine compliance with the program. The Development Partner acknowledges that City shall make all such reports available to the extent provided under the NSP or requested by HUD, to HUD.

#### **D. FAILURE TO PERFORM**

If the property is not rehabilitated and sold within 180 calendar days of the close of escrow date, the City may request repayment of the acquisition loan by the Development Partner. The City may take title of the property through this process via a foreclosure process or by the Development Partner conveying the title to the City.

### **Section 5. Property Management during the Holding Period**

#### **A. DESCRIPTION**

The Development Partner shall be responsible to maintain and secure the property during the Affordability Period, as defined in the AHA. The maintenance includes keeping the property free of debris, weeds, graffiti, and other nuisance conditions. In addition, the Development Partner will secure the property to ensure that squatters and other individuals are unable to enter onto the property. The City may inspect and enter the property at anytime without first notifying the Development Partner.

#### **B. HOLDING PERIOD PLAN**

The Development Partner shall submit to the City a holding period plan before the property is acquired. The holding period plan will outline the strategy to maintain and secure the property from the point of acquisition to the point when the homebuyer moves in. The City reserves the right to amend or change the plan if it is not successfully maintaining and securing the property. The plan shall include the name and emergency contact information of the staff member responsible for routinely inspect and correct any nuisance conditions.

#### **C. BEAUTIFY PROPERTY AND ABATE NUISANCE CONDITIONS**

The Development Partner will be required to water and keep a green lawn at the property that is in public view. In addition, the City may also require the Development Partner to abate any nuisance conditions at the property. The Development Partner shall respond to these requirements within 2 business days,

unless a corrective action notice issued by an enforcement City requires immediate abatement. The Development Partner is solely responsible for fees, fines, and/or penalties levied due to substandard property conditions.

#### **D. PROPERTY INSPECTION**

The Development Partner agrees for itself and its successors in interest to the Site, to maintain the improvements on the Site in conformity with the City Municipal Code and the conditions set forth in the CC&Rs that will be recorded against the property, and shall keep the Site free from any accumulation of debris or waste materials. During the covenant period, the Development Partner shall also maintain the landscaping planted on the Site in a healthy condition. In addition, the Development Partner shall also maintain the Site in conformity with the HOME Regulations, including without limitation § 92.251

#### **E. COSTS INCURRED**

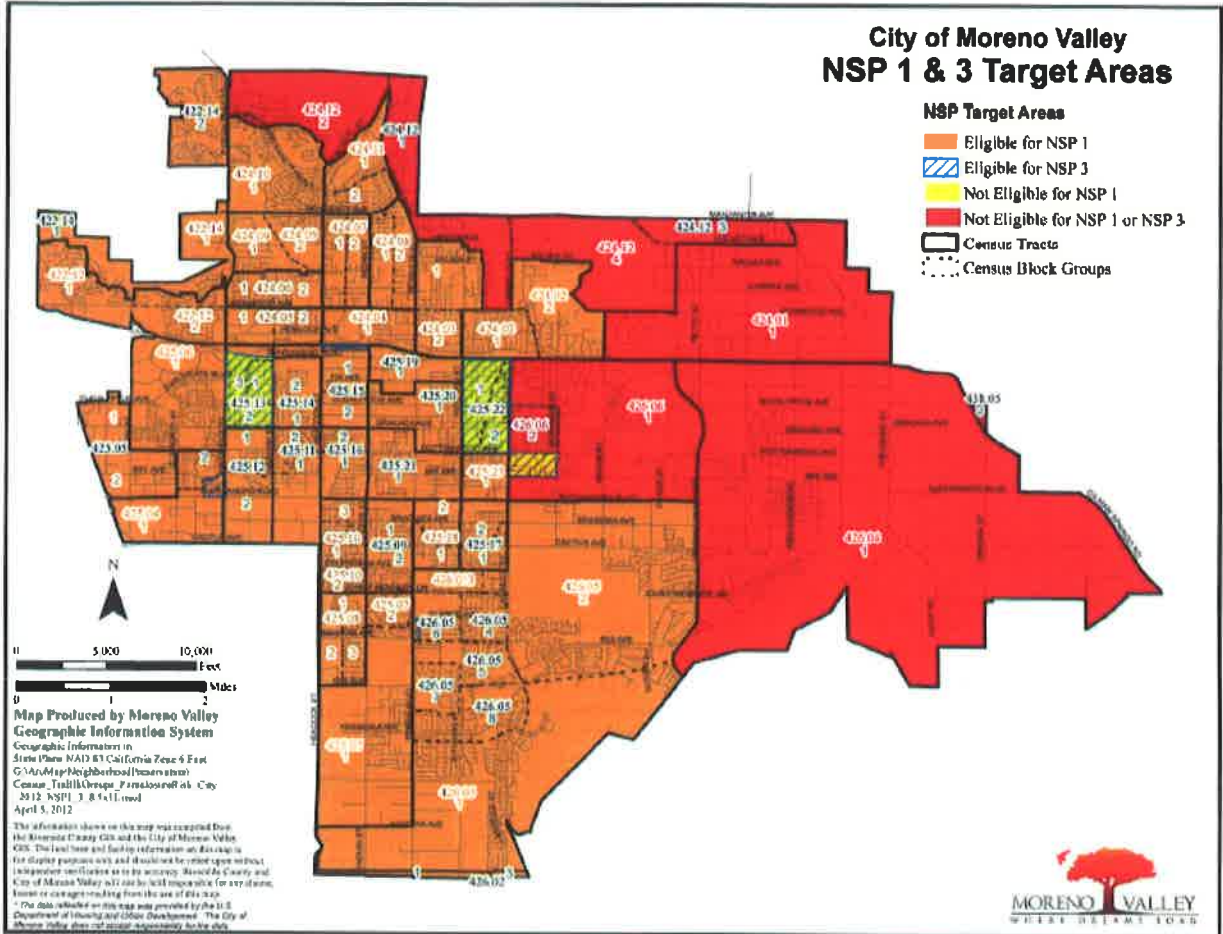
The Development Partner shall be liable for all costs associated with maintaining and securing the property. The City shall not be liable for any costs or reimburse the Development Partner for any costs incurred.

#### **F. COMPENSATION**

The Development Partner shall be compensated for such property maintenance as part of the Developer Fee.

Date Approved: April 24, 2012

## Exhibit A NSP1 and NSP3 Designated Target Areas



NSP1 DESIGNATED TARGET AREAS BY CENSUS TRACT/BLOCK GROUP					
Census Tract	Block Group	Census Tract	Block Group	Census Tract	Block Group
422.12	1,2	424.11	1,2	425.14	1,2
422.14	1,2	425.04	1,2	425.15	1,2
424.03	1,2	425.05	1,2	425.16	1
424.04	1	425.06	1	425.17	1,2
424.05	1,2	425.07	1,2	425.18	1
424.06	1,2	425.08	1-3	425.19	1
424.07	1,2	425.09	1,2	425.20	1
424.08	1,2	425.10	1,2	425.21	1
424.09	1,2	425.11	1	425.23	1
424.10	1	425.12	1,2	426.05	1-8

NSP3 DESIGNATED TARGET AREAS BY CENSUS TRACT/BLOCK GROUP			
Census Tract	Block Group	Census Tract	Block Group
425.04	1	425.22	1-2
425.13	1-3	426.05	6
425.15	1	426.06	1

## **Exhibit B**

### **City of Moreno Valley Housing Quality Standards**

Housing used in the Homebuyers Assistance Program (HAP) will meet the performance standards set forth in this section. The housing will conform to Housing and Urban Department Housing Quality Standards, in addition with the City of Moreno Valley Housing Quality Standards, along with applicable municipal laws, or codes, and Building Code Standards.

### **Physical and/or Environmental Improvements**

Physical improvements, such as front and side yard landscape will be maintained in accordance with the City of Moreno Valley Municipal Code, Section 6.04.030(p) 5. The front and side yards will be free of weeds, overgrown and/or dead vegetation. Front and visible side yard landscaped will be maintained. The irrigation systems, if present, will be void of leaks, break in irrigation lines, valves and sprinkler heads intact and in operating order.

Gates, fences, block walls, or combinations thereof, located within the front or side yards will be maintained and in a safe condition. Ornamental lighting located in brick columns, walkways or planters will be maintained in a safe operating order, or be safeguarded to avoid potential injury or hazardous.

Driveways, sidewalks, planters, landings, steps or similar features within the front and side yards will be maintained of excessive cracking, warping, loose or dislodged concrete or bricks as to render the same unsafe or hazardous.

Property containing abandoned, damaged, broken equipment; furniture or other discarded items will be removed and properly disposed of in an approved manner.

Swimming pools, spas, fountains or water features will be free of stagnant water and nuisance migratory insects and mosquito larvae. Open excavations will be properly protected, secured or back filled with an approved and debris free organic material. Fence and gate requirements for pools and spas will be maintained under the code in which they were approved and installed.

All utilities will be intact and operational for their designed and intended use. Private and public waste disposal systems will be connected and appropriately discharge the disposal of waste.

### **Structural - Exterior Building Improvements and Finishes**

The dwelling unit, attached or detached porches, decks, stairs, railings or guardrails, patio covers, garages, carports and similar improvements will be structurally sound so

as not to pose any threat to the health and safety of the occupants or the general public. All buildings will be located with respect to property lines and to other buildings, including height requirements established per zoning or building regulations.

All structural elements will be proportioned and joined in accordance with designed criteria as specified in the appropriate sections of the Building Codes. Buildings of every *permitted* type will comply with the applicable requirements of the Building Codes.

Foundations will be void of severe cracks, deterioration or settlement affecting the integrity of the structure.

Exterior wall surfaces will be free of splitting, buckling, warping, listing, leaning, cracks, holes, loose siding or other similar blemishes and excessive damage. All exposed wood will be protected from decay, rot, termites and be properly weather protected from the elements. Exterior paint finishes will be void of blistering, peeling, chipped or cracked paint; exception is made for detached outbuildings or sheds.

Roof coverings, flashing, drip guards, down spouts and gutters, eaves, fascia, exposed beams, rafters, cornices, soffits, window sills, planter boxes and similar architectural features will be maintained free of defects and deterioration of components that would have an adverse affect upon the adjoining surface in which they are attached.

Chimneys will be structurally sound and properly attached or connected to the building per designed criteria. Masonry chimneys will be void of severe cracks, loose mortar, settlement or listing. Chimney cap and flashing will be installed per manufacturer design or building code standards.

### **Building Interior**

Access to the unit will be maintained in a safe and effective manner to allow proper ingress and egress per building code standards. Exterior lighting at all exits be maintained in accordance with current building code standards.

Interior walls and ceilings coverings will be void of broken, loose plaster, cracks or holes. Interior walls will be clean of grease, grime, dirt or other foreign materials or be freshly painted. Wallpaper type finishes will be void of large tears, holes, peeling or blistering. Unsightly walls and ceilings will be freshly painted.

Interior carpeting will be free of exposed tack strips, tears, holes and matting. Caused by dirt build-up. Carpeting will be clean and sanitary. Sheet vinyl goods and similar floor coverings will be free of tears, curling, holes and similar blemishes. Bathroom flooring will be water tight around the water closet and tub edges.

Interior passage or closet doors, cabinets, shelving, drawers and vanities will be in place with appropriate hardware to operate effectively. Missing doors and hardware will

be repaired or replaced. All interior doors, cabinets, shelving, drawers and vanities will be clean and sanitary free of dirt, grime and grease or other build up.

Window blinds or similar window coverings that are made part of the unit will be clean and free of defects.

The fireplace will be clean and free of ash and debris. Dampers will be operational and spark arrestors, or similar metal mesh or screening will be in place. Fireplace screens and doors will be in place per California Code of Regulations, Title 24, where applicable.

Security Bars on rooms designed for sleeping purposes will have a quick release mechanism installed and operational without any special key or device. Appliances installed in windows that affect ingress or egress, where no other window exist, will be removed or relocated to an approved location. Double-keyed entry dead bolt hardware will be replaced with common knowledge type hardware.

Windows will open and operate for natural lighting and ventilation. Window and door screens will be installed where applicable.

Smoke detectors will be maintained in a safe and operating order.

### **Plumbing**

Water supply will be served by an approved public or private sanitary water supply. Appropriate anti-siphons devices will be in place to protect the potable water supply from contamination. The water supply system will be free of leaks, broken plumbing lines or fixtures.

The dwelling will be properly connected to a public or private waste disposal system that is safe and operating manner for its designed purpose. The drain, waste and venting system will be maintained in a safe and operating order capable of discharging waste products.

All plumbing fixtures will have hot and cold running water where applicable. Water valve's, stems and supply lines will be free of defects, leaks and broken lines.

Sinks and faucets will be free of rust, corrosion and leaks. Garbage disposals, dishwashers, range hoods and gas stoves, cook tops or ovens will be maintained in a safe and operating order. Countertops will be of a non-absorbent material and be void of missing or broken tiles or excessive warping or damage.

Tub and shower compartments will be free of cracks and/or deteriorated wall coverings. Tempered glass shower doors and enclosures will be maintained in a safe manner free of cracks, broken glass and/or defective hardware.

Water heaters will be installed per manufacturer's recommendations and current building code standards. Water heaters will be void of rust or corrosion that could affect the operation of the appliance. All water heaters will be seismic braced per current building code standards, be properly vented and have an approved pressure relief valve extended per code. Water heaters will be protected from impact and/or weather elements.

Gas and appliance supply lines will be maintained in a safe manner free of leaks or cracks with an approved shut-off valve.

### **Electrical**

The electrical system will be safeguarded to protect occupants from hazardous conditions.

All outlets, switches, cover plates, light fixtures, weather protective type outlets, GFCI circuits, breakers, disconnects, over-current protection devices, cartridge fuses and other type fuses will be maintained in a safe and efficient manner.

Damaged outlets, fixtures and wiring will be repaired and/or replaced in an approved and recognized manner.

Broken wiring, non-insulated wiring, frayed wiring, improper types of wiring, connections or insulation, wires or outlets in wet locations or other unsafe places, will be repaired or replaced in an approved and recognized manner.

### **Mechanical**

All mechanical systems, materials and appurtenances, both existing and new, and all parts will be maintained in proper operating condition in accordance with the original design and in a safe and hazard-free condition.

Combustion air for gas fired appliances will be maintained in accordance with the California Code of Building Regulations.

All habitable space will have a means of conveying and maintaining heat per current building code standards.

### **Summary**

The City of Moreno Valley Housing Quality Standards, in conjunction with Housing and Urban Department Housing Quality Standards, municipal laws and model building codes are designed and intended to establish guidelines for ensuring safe, sanitary and habitable housing.



Housing that fail to meet these minimum standards would not qualify nor participate in the Homebuyers Assistance Program (HAP).

**Exhibit C**  
**INITIAL NOTICE**

Under the NSP regulations, the Buyer is required to purchase foreclosed properties at a discounted rate of at least one-percent (1%) below its Current Market Appraised Value (CMAV). Upon receipt of the **Initial Notice and Offer** form from the Buyer, the City, through an independent HUD-approved appraiser will conduct an appraisal of the property. The appraisal must be completed meeting the URA and its implementing regulations at 49 CFR Part 24. The appraiser will be State licensed or certified in accordance with Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA).

The initial purchase price submitted at the time the **Initial Notice and Offer** form is received by the City will be considered the **Initial Offer**. The final purchase price must be at least one-percent (1%) below the CMAV. If the Initial Offer meets the 1% discount, the Seller and Buyer will be required to submit a **Final Notice and Offer** form and the Initial Offer will be considered the **Final Offer**. The Final Notice and Offer form must be received and dated within thirty (30) days of the City's completed appraisal report. Failure to submit the form in a timely manner will result in denial of the NSP acquisition of this property.

**Please note: if the Initial Offer does not meet the minimum 1% discount requirements, the Buyer will re-negotiate the purchase price to meet the minimum 1% discount. If the Seller and Buyer are unable to reach an agreement for the purchase price that meets NSP requirements, the Buyer's request for acquiring the property will be denied and the cost of the appraisal will be absorbed by the City.**

**INITIAL OFFER**

Initial Purchase Price Negotiated by Buyer and Seller: \$

By signing below, both Buyer and Seller acknowledge that they have read and understand:

1. the Voluntary Acquisition of Foreclosed Property (Page 1);
2. the purchase price discount requirements of the transaction;
3. the property must have been vacant (and foreclosed) within the past ninety (90) days prior to this offer and Seller thereby certifies condition; and
4. Buyer's Initial Offer is contingent and subject to the discount require of the NSP Program and the Current Market Appraised Value.

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Exhibit D**  
**FINAL NOTICE**  
(to be completed by the City)

The City has obtained an appraisal report dated \_\_\_\_\_ of the property located at: \_\_\_\_\_, **Moreno Valley, CA** \_\_\_\_\_. The appraisal indicates the property's Current Market Appraised Value (CMAV) is \$ \_\_\_\_\_. The required minimum one-percent (1%) discount is \$ \_\_\_\_\_.

The final purchase price must be equal to or less than **\$appraised value minus the 1% discount** and will expire on midnight of **30 days from the date of the appraisal**

Buyer's Initial Offer price dated \_\_\_\_\_ is \$ \_\_\_\_\_. The Buyer's Initial Offer price:  
 does meet minimum 1% discount. Buyer is authorized to complete transaction.  
 does not meet the 1% minimum discount. Buyer must re-negotiate purchase price.

\_\_\_\_\_  
Signature of City Representative \_\_\_\_\_  
Date

**FINAL OFFER**

(to be completed by Buyer and Seller)

The Initial Offer is:

- 1% or more below the City's CMAV. Buyer and Seller acknowledge that they mutually accepted the Final Purchase Price of \$ \_\_\_\_\_.
- Less than 1% of CMAV. This offer is less than the CMAV as required by NSP. Buyer is prepared to offer \$ \_\_\_\_\_ to purchase the property. The Final Offer/purchase price must be received and dated within the completed City-appraisal report.
- Seller does not agree to discount the property 1% below CMAV, as required by NSP. The Buyer and Seller agree to cancel the transaction.

By signing below, Buyer and Seller acknowledge that they have mutually accepted the Final Purchase price of \$ \_\_\_\_\_ (unless cancellation of the transaction has been indicated above). Signatures of all parties below must be dated before the expiration of the offer **30 days from the date of the appraisal** to be valid.

\_\_\_\_\_  
Signature of Seller \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Buyer \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Date

## Exhibit E

	<b>CITY OF MORENO VALLEY NEIGHBORHOOD STABILIZATION PROGRAM PROGRESS PAYMENTS</b>
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<b>PURCHASE ORDER NO.</b>	_____	<b>ORIGINAL APPROVED BUDGET</b>
		\$ _____
<b>INVOICE #</b>	_____	
<b>INVOICE DATE</b>	_____	<b>APPROVED BUDGET W/ COs</b>
		\$ _____
<b>INVOICE AMOUNT</b>	_____	
<b>DEVELOPMENT PARTNER</b>	_____	
<b>PROPERTY ADDRESS</b>	_____	

Item No.	Description	Total Budgeted Amount	Amount Previously Paid (1st Billing)	Amount This Invoice (2nd Billing)	% this Invoice	Total Amount Earned	Total Amount Remaining	% Remaining
1	Air Conditioning				#DIV/0!	-	-	#DIV/0!
2	Appliances				#DIV/0!	-	-	#DIV/0!
3	Cabinets				#DIV/0!	-	-	#DIV/0!
4	Carpentry				#DIV/0!	-	-	#DIV/0!
5	Cleaning				#DIV/0!	-	-	#DIV/0!
6	Concrete				#DIV/0!	-	-	#DIV/0!
7	Countertops				#DIV/0!	-	-	#DIV/0!
8	Demolition				#DIV/0!	-	-	#DIV/0!
9	Drywall				#DIV/0!	-	-	#DIV/0!
10	Electrical-Wiring/Fixtures				#DIV/0!	-	-	#DIV/0!
11	Fencing/walls				#DIV/0!	-	-	#DIV/0!
12	Finish/Hardware				#DIV/0!	-	-	#DIV/0!
13	Fireplace				#DIV/0!	-	-	#DIV/0!
14	Flooring				#DIV/0!	-	-	#DIV/0!
15	Garage Door/Openers				#DIV/0!	-	-	#DIV/0!
16	Insulation				#DIV/0!	-	-	#DIV/0!
17	Landscape				#DIV/0!	-	-	#DIV/0!
18	Masonry				#DIV/0!	-	-	#DIV/0!
19	Patining				#DIV/0!	-	-	#DIV/0!
20	Pest Control				#DIV/0!	-	-	#DIV/0!
21	Plumbing				#DIV/0!	-	-	#DIV/0!
22	Pool/Spa				#DIV/0!	-	-	#DIV/0!
23	Rekey/Secure/Board UP				#DIV/0!	-	-	#DIV/0!
24	Roofing				#DIV/0!	-	-	#DIV/0!
25	Stucco				#DIV/0!	-	-	#DIV/0!
					#DIV/0!	-	-	#DIV/0!
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## Exhibit E

Approved Change Order #1							
					#DIV/0!	-	#DIV/0!
					#DIV/0!	-	#DIV/0!
					#DIV/0!	-	#DIV/0!
					#DIV/0!	-	#DIV/0!
<b>CO # 1 Totals</b>				-	-	-	#DIV/0!
Approved Change Order #2							
					#DIV/0!	-	#DIV/0!
					#DIV/0!	-	#DIV/0!
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<b>CO # 2 Totals</b>				-	-	-	#DIV/0!
Approved Change Order #3							
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<b>CO # 3 Totals</b>				-	-	-	#DIV/0!
<b>Totals Including COs</b>				-	-	-	#DIV/0!

BUDGET SUMMARY	
Original Budget	-
Change Order #1	-
Change Order #2	-
Change Order #3	-
Revised Budget	-

BILLING SUMMARY	
VALUE OF WORK COMPLETED TO DATE	-
VALUE OF WORK PREVIOUS INVOICE	-
VALUE OF WORK THIS INVOICE	-
<b>REMAINING BUDGET</b>	-

### DEVELOPMENT PARTNER'S CERTIFICATION OF WORK

I hereby certify that the work, as indicated above, has been completed, in accordance with the approved Scope of Work and Budget.

\_\_\_\_\_  
Development Partner's Representative

\_\_\_\_\_  
Date

### CITY OF MORENO VALLEY'S CERTIFICATION OF WORK

I hereby certify that the work, as indicated above, has been inspected and is deemed to be completed in accordance with the approved Scope of Work/Budget and the City of Moreno Valley's Housing Quality Standards (HQS).

\_\_\_\_\_  
City of Moreno Valley Inspector

\_\_\_\_\_  
Date

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**HOUSING ACQUISITION, REHABILITATION, AND RESALE  
PARTICIPATION AGREEMENT**

This **HOUSING ACQUISITION, REHABILITATION, AND RESALE PARTICIPATION AGREEMENT** (“Agreement”) is entered into as of April 24, 2012 (“Date of Agreement”) by and between the CITY OF MORENO VALLEY, a California municipal corporation (“City”) and Mayans Development, Inc. (“Developer”).

***RECITALS***

A. City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program 3 (“NSP 3”) enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (approved July 2010).

B. Pursuant to the Neighborhood Stabilization Program, the City Council of Moreno Valley (“City Council”) adopted, approved, and established Guidelines (“ARR Guidelines”) for the City’s Acquisition, Rehabilitation and Resale Program (“ARR Program”) on November 25, 2008 ,amended April 24, 2012, which provide for the acquisition of foreclosed and vacant single-family homes, condominiums and townhomes (each, a “Home”) within the area designated in the City’s NSP Action Plan (“NSP Area”) by City and/or Developer , rehabilitation of the acquired Homes, and resale of the Homes to persons and families of very low, low, and moderate income earning not greater than one hundred twenty percent (120%) of the median income in Riverside County (as determined by the United States Department of Housing and Urban Development) (each, an “Eligible Household”) at a Resale Price (defined below) which has been approved by the City Manager of City (“City Manager”). The ARR Guidelines are incorporated herein by this reference.

C. Developer has submitted a detailed proposal and evidence of Developer’s qualifications to City and City has selected Developer to participate in City’s ARR Program.

D. Developer desires to participate in the ARR Program in accordance with the ARR Guidelines and all terms, provisions, and restrictions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and conditions contained herein, City and Developer hereby agree as follows:

**I. DEFINITIONS**

A. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth in this Section I.

1. **Agreement.** Agreement means this Housing Acquisition, Rehabilitation, and Resale Participation Agreement between City and Developer .

2. **ARR Program.** ARR Program means City’s Acquisition, Rehabilitation and Resale Program, pursuant to which City and/or Developer shall acquire Homes within the City’s NSP 3 Area in order for Developer to rehabilitate and resell such acquired Homes to Eligible Households at a Resale Price which has been approved by the City Manager.

**ATTACHMENT C**

3. **ARR Guidelines.** ARR Guidelines means the Guidelines adopted by the City Council on November 25, 2008, amended April 24, 2012, to implement the City's NSP.

4. **CC&Rs.** CC&Rs means Covenants, Conditions, and Restrictions in substantially the form attached hereto as Attachment No. 5 and incorporated herein, which shall be executed by Developer and recorded against the Home in the Official Records of Riverside County concurrently with the close of the Developer Escrow, as set forth in Section III.E.

5. **Certificate of Completion.** Certificate of Completion means a certificate in substantially the form attached hereto as Attachment No. 7 and incorporated herein, evidencing that the rehabilitation of the Home has been completed to the satisfaction of City.

6. **City.** City means the City of Moreno Valley, a California municipal corporation.

7. **City Acquisition Loan.** City Acquisition Loan means a loan made by City to Developer, using NSP funds obtained by the City, to assist with the acquisition of a Home by Developer as described in Section III.C.

8. **City Manager.** City Manager means the Manager of City or his designee.

9. **City Council.** City Council means the City Council of City.

10. **Correction Notice.** Correction Notice means a notice that may be provided by City to Developer in the event City is not satisfied with the progress or quality of the rehabilitation work at a particular Home as described in Section IV.E.1 or with respect to any nuisance or City Municipal Code violation at a Home or other failure to comply with or perform in accordance with the CC&Rs, the Holding Period Plan, or this Agreement, as described in Section VI.B.

11. **Date of Agreement.** Date of Agreement means the date set forth in the first paragraph of this Agreement.

12. **Deed of Trust.** Deed of Trust means a deed of trust in substantially the form of the Deed of Trust with Assignment of Rents (Short Form) attached as Attachment No. 3 and incorporated herein, which shall be executed by Developer for the benefit of City and recorded against each Home to secure Developer's obligations under the Promissory Note and the CC&Rs.

13. **Developer Fee.** Developer Fee means a fee of up to Sixteen Thousand Dollars (\$16,000) which may be received by Developer in connection with the acquisition, rehabilitation, and resale of each Home, subject to City Manager's approval.

14. **Developer.** Developer means as defined in the ARR Guidelines.

15. **Developer Escrow.** Developer Escrow means the escrow for City's conveyance of the Home to Developer.

16. **Eligible Household.** Eligible Household means one or more persons or family (ies) of very low, low, or moderate income earning not greater than one hundred twenty percent (120%) of the median income in Riverside County (as determined by the United States



Department of Housing and Urban Development) that is approved by the City to acquire rehabilitated Homes from Developer pursuant to the ARR Program.

17. **Final Rehabilitation Report.** Final Rehabilitation Report means a report to be submitted by Developer to City upon completion of the rehabilitation of each Home, which shall include detailed information regarding the actual, final Rehabilitation Costs incurred with respect to the Home, the actual Scope of Rehabilitation performed at the Home, actual profit and overhead paid to contractors and subcontractors, and all approved change orders.

18. **Holding Period.** Holding Period means the entire period of time beginning upon the close of the Developer Escrow and continuing through the close of the Homebuyer Escrow.

19. **Holding Period Plan.** Holding Period Plan means the plan submitted by Developer to City which sets forth Developer's maintenance obligations with respect to each Home and which is attached hereto as Attachment No. 8 and incorporated herein.

20. **Home.** Home means those certain foreclosed and vacant single-family homes, condominiums and townhomes located in the City's NSP Area that are selected by City and Developer for acquisition, rehabilitation, and resale pursuant to the ARR Program.

21. **Homebuyer Escrow.** Homebuyer Escrow means the escrow for the resale of the Home by Developer to an approved Eligible Household.

22. **Homebuyer Deed of Trust.** Homebuyer Deed of Trust means a deed of trust (in a form approved by the City Manager) to be executed by each Eligible Household that receives assistance through the City's ARR Program or Down Payment Assistance Program.

23. **Homebuyer Promissory Note.** Homebuyer Promissory Note means a promissory note (in a form approved by the City Manager) to be executed by each Eligible Household that receives assistance through the City's ARR Program or Down Payment Assistance Program.

24. **Initial Offer.** Initial Offer means the initial offer to be submitted by Developer to the current owner of a Home that has been approved for acquisition by City. The Initial Offer must be pre-approved by the City Manager and must include each and every condition set forth in Section III.B.2.

25. **Initial Proposal.** Initial Proposal means the initial proposal to be submitted by Developer to City with respect to each Home proposed to be acquired by Developer pursuant to the ARR Program. Each Initial Proposal must include all information described in Section III.B.1.

26. **NSP 3.** NSP 3 means the Neighborhood Stabilization Program enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (approved July 2010).

27. **NSP 3 Area.** NSP 3 Area means that certain area designated within the City's NSP 3 Action Plan within which Homes may be acquired, as described in the ARR Guidelines.

28. **Option.** Option means an option to purchase a Home upon certain specified events, which shall be granted by Developer to City with respect to each Home for which no City Acquisition Loan is provided by City, as described in Section III.D. and the Option Agreement.

29. **Option Agreement.** Option Agreement means an agreement in substantially the form attached hereto as Attachment No. 4 and incorporated herein, pursuant to which Developer shall grant an Option to City with respect to each Home for which no City Acquisition Loan is provided by City, as described in Section III.D. and the Option Agreement.

30. **Project Cost.** Project Cost means the actual Rehabilitation Cost, property management cost, Developer Fee, costs for appraisals, costs for lead-based paint and asbestos testing, and resale costs with respect to each Home.

31. **Promissory Note.** Promissory Note means a promissory note in substantially the form of the Developer Promissory Note attached as Attachment No. 2 and incorporated herein, which shall be executed by Developer in favor of City in order to evidence Developer's obligations under each City Acquisition Loan.

32. **Regulatory Agreement.** Regulatory Agreement means a regulatory agreement in a form approved by the City Manager, which shall be executed by each Eligible Household and recorded against each Home concurrently with the close of the Homebuyer Escrow and which shall restrict the ownership, occupancy, and resale of each Home to Eligible Households that have been pre-approved by City in writing for a term of not fewer than fifteen (15) years from the date the Home is conveyed to the Eligible Household.

33. **Rehabilitation Budget.** Rehabilitation Budget means a budget for the proposed Scope of Rehabilitation, including a line item breakdown of all anticipated Rehabilitation Costs.

34. **Rehabilitation Cost.** Rehabilitation Cost means the estimated cost to complete all required rehabilitation at a Home, as set forth in the approved Scope of Rehabilitation and Rehabilitation Budget for that Home.

35. **Resale Price.** Resale Price means the price to be paid by an Eligible Household to Developer to acquire a rehabilitated Home pursuant to the ARR Program.

36. **Scope of Rehabilitation.** Scope of Rehabilitation means a written breakdown of the rehabilitation work to be performed at a Home, including all asbestos and/or lead based paint control or abatement actions, based on inspections and evaluations of the Home conducted by Developer and City, to be prepared by Developer for submission to and approval by City. The Scope of Rehabilitation must include rehabilitation work with a value of not less than Fifteen Thousand Dollars (\$15,000).

37. **Term.** Term is defined in Section II.E.1.

38. **Updated Proposal.** Updated Proposal means an update to the Initial Proposal, which shall be submitted by Developer to City upon completion of all inspections of a Home as required by Section III.B.4. Each Updated Proposal must include all information described in Section III.B.5.

## II. SUBJECT OF AGREEMENT

**A. Purpose of Agreement.** The purpose of this Agreement is to effectuate the City's ARR Program by providing for the acquisition of Homes by City and/or Developer , conveyance of certain Homes acquired by City to the Developer , rehabilitation of Homes by Developer , and resale of the rehabilitated Homes to Eligible Households at a Resale Price that complies with the ARR Guidelines and is pre-approved by the City Manager. The acquisition, rehabilitation, and resale of Homes to Eligible Households pursuant to this Agreement is in the vital and best interests of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws.

**B. Compliance with Law and ARR Guidelines.** In implementing and carrying out Developer 's obligations under this Agreement, Developer shall at all times comply with all applicable federal, state, and local laws, rules and regulations, including the NSP 3. In addition, Developer shall at all times comply with the ARR Guidelines as approved by the City Council.

**C. Parties to the Agreement.**

1. **City.** City is a California municipal corporation. City's principal office and mailing address for purposes of this Agreement is 14177 Frederick Street, Moreno Valley, California, 92552 Attention: Economic Development Director. As used in this Agreement, "City" includes the City of Moreno Valley and any assignee of or successor to its rights, powers and responsibilities hereunder.

2. **Developer .** Developer is licensed to do business in the State of California.

3. **Prohibition against Change in Ownership, Management and Control of Developer .** The qualifications and identity of Developer are of particular concern to the City. It is because of those qualifications and identity that City has entered into this Agreement with Developer . No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

The Developer shall not assign all or any part of this Agreement or any rights hereunder without the prior written approval of City, which approval may be granted, withheld or denied in the City's sole and absolute discretion. In the event City approves a transfer or assignment of this Agreement or any part hereof: (1) the assignee shall expressly assume the obligations of Developer pursuant to this Agreement in an assignment and assumption agreement in a form satisfactory to City; (2) the original Developer shall remain fully responsible for the performance and liable for the obligations of the Developer pursuant to this Agreement; and (3) any guarantees provided to assure the performance of the Developer 's obligations under this Agreement shall remain in full force and effect. In the absence of specific written approval by the City, no such transfer, assignment or approval by the City shall be deemed to relieve the Developer or any other party from any obligation under this Agreement.

All of the terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of Developer and the permitted successors and assignees of the Developer . Whenever the term "Developer " is used herein, such term shall include any permitted successors and assignees as herein provided. The restrictions of this Section II.C.3. shall terminate

and be of no further force and effect upon completion of all obligations of Developer under this Agreement.

**D. Non-Exclusive Agreement.** This Agreement does not represent an exclusive arrangement between City and Developer . City retains all rights to contract with other persons or entities for the performance of the same or similar services as those to be performed by Developer hereunder (or to perform such services itself) at any time, whether pursuant to the ARR Program or otherwise, and City shall have no obligation to select Developer to perform services described in this Agreement with respect to any particular Home or any specific number of Homes.

**E. Term of Agreement; Termination.**

**1. Term.** The provisions of this Agreement shall remain in effect for an initial term beginning on the Date of Agreement and continuing through June 30, 2013 (“Term”). The Term of this Agreement may be extended for five (5) additional one (1)-year periods by written agreement of City Manager and Developer .

**2. Termination without cause.** This Agreement may be terminated by either party, with or without cause, by written notice to the other party and such termination shall be immediately effective as of the date such termination notice is received (or deemed received) by the other party except that (a) this Agreement shall continue in effect with respect to any Home(s) acquired by Developer pursuant to this Agreement through the date the Homebuyer Escrow for such Home(s) closes, unless Developer is in default under this Agreement and City has initiated foreclosure proceedings pursuant to the Deed of Trust or exercised the Option to acquire the Home under the Option Agreement and (b) the covenants of Developer with respect to indemnification, insurance, and warranty of the rehabilitation work shall continue in full force and effect as set forth in this Agreement

**3. Termination for cause.** Either party may unilaterally terminate this Agreement upon a default by the other party which is not cured within the time set forth herein; provided, no such termination shall affect Developer ’s indemnification, insurance, and warranty obligations set forth herein.

**III. ACQUISITION OF HOMES**

**A. Homes Acquired by City.** City may, on its own initiative and without first consulting with Developer , acquire Homes within the City (and specifically within the NSP Area) for rehabilitation and resale pursuant to the ARR Program. Homes acquired by City shall be subject to the Rehabilitation Proposal process described in the ARR Guidelines. Developer shall, subject to the other terms of this Agreement, upon acquisition of a Home by the City and receipt of notice from the City that Developer has been selected to rehabilitate and resell the Home pursuant to the Rehabilitation Proposal Process, immediately acquire the Home from the City and thereafter diligently cause the rehabilitation and resale of the selected Home in accordance with the terms of this Agreement and the ARR Guidelines.

**B. Homes Acquired by Developer .** Homes to be acquired by Developer for rehabilitation and resale pursuant to this Agreement must be pre-approved in writing by the City Manager as set forth below and in the ARR Guidelines. It is the express intent of the parties hereto that the Developer will attempt to acquire those Homes within the City which evidence the highest

degrees of blight and are most in need of redevelopment, and the City's approval of each Home will be based in part upon satisfaction of this goal.

1. **Initial Proposal.** When Developer locates a foreclosed and vacant Home in the NSP Area that Developer believes is a good candidate for participation in the ARR Program, Developer shall submit an Initial Proposal to City which shall include the following information:

- (a) the address and general location of the Home;
- (b) the current owner of the Home;
- (c) the purchase price being requested by the current owner;
- (d) the Initial Offer that Developer proposes to submit to the current owner;
- (e) a general description of the rehabilitation work that Developer expects to perform at the Home and the estimated cost of such work;
- (f) the proposed Developer Fee to be charged with respect to the Home; and
- (g) the estimated Resale Price that Developer expects to receive for the Home upon resale to an Eligible Household.

City shall review and approve, conditionally approve, or disapprove the Initial Proposal submitted by Developer within fifteen (15) calendar days of receipt of a complete Initial Proposal from Developer. If City approves (or conditionally approves and Developer consents to the conditions) the Initial Proposal, then Developer shall promptly proceed to make an Initial Offer to purchase the Home as set forth below.

2. **Initial Offer to Purchase.** When City has approved Developer's proposal to acquire a specified Home, Developer shall submit an Initial Offer to purchase the Home to the current owner of the Home. The Initial Offer (and each and every subsequent offer) must first be approved by City, must include notice that neither the City nor any entity affiliated with the City intends to use its condemnation powers to acquire the Home, and must expressly provide that the offer is conditional and contingent upon each of the following:

- (a) approval by the City Manager of the terms of the final purchase agreement, including the purchase price;
- (b) verification that the final purchase price for the Home is at least one percent (1%) lower than the current fair market value of the Home, as shown by a HUD-certified appraisal; and
- (c) approval by the City Manager of the results of an interior and exterior inspection of the Home.

3. **Appraisal of Home.** Immediately upon Developer 's submission of the Initial Offer, City shall initiate preparation of an appraisal by a HUD-certified appraiser to determine the current fair market value of the Home. City shall pay the cost of the appraisal.

4. **Inspection of the Home.** Once the current owner of a Home has accepted the Initial Offer or any subsequent offer to purchase the Home, Developer shall conduct an inspection of the interior and exterior of the Home. City shall conduct a detailed asbestos and/or lead based paint assessment of the Home if determined to be necessary by City Manager, in his sole discretion.

5. **Updated Proposal.** Upon completion of the inspections of the Home as provided in Section III.B.4. above, Developer shall provide City with an Updated Proposal, which supplements and updates the Initial Proposal and includes all of the following information:

- (a) a proposed Scope of Rehabilitation for the Home;
- (b) the estimated Rehabilitation Cost for the Home;
- (c) a Rehabilitation Budget with respect to the Home;
- (d) an estimate of property management costs with respect to the Home;
- (e) the proposed Developer Fee to be charged by Developer along with an explanation of the reason for any change in the amount of the Developer Fee from the fee set forth in the Initial Proposal submitted with respect to the Home;
- (f) estimated costs in connection with the resale of the Home (such as escrow and title fees); and
- (g) the estimated Resale Price for the Home.

The City Manager shall either approve, disapprove, or conditionally approve the Updated Proposal within fifteen (15) calendar days of a complete submission by Developer .

6. **Final Offer.** City shall approve or disapprove the acquisition of a specified Home based on an analysis of the proposed purchase price (as accepted by the seller), the results of the HUD certified appraisal, the Scope of Rehabilitation, estimated Project Cost, the expected post-rehabilitation Resale Price, the City's goal to recapture 100% of the NSP funds expended with respect to the Home, and the requirements of the NSP that all properties acquired using NSP funds be acquired at an average discount of one percent (1%) below the current fair market value of such properties.

C. **City Acquisition Loan; Deed of Trust.** Developer may elect to acquire an approved Home using Developer 's own funds, a private loan (subject to City Manager's reasonable approval of the terms thereof), or, to the extent the City has funds available, a City Acquisition Loan. Each City Acquisition Loan shall accrue no interest (except in the event of default) and be repaid in its entirety within one hundred eighty (180) calendar days; provided that Developer may request an extension of up to ninety (90) additional calendar days, which request may be approved or disapproved by the City Manager, in his sole and absolute discretion. In the event a City Acquisition Loan is not repaid within one hundred eighty (180) calendar days (or as otherwise extended with

City's approval) or the Developer is otherwise in default under this Agreement, the City Acquisition Loan shall accrue ten percent (10%) interest. The City Acquisition Loan shall be evidenced by a Promissory Note in substantially the form of the Developer Promissory Note attached hereto as Attachment No. 2 and incorporated herein and shall be secured by a Deed of Trust in substantially the form of the Deed of Trust with Assignment of Rents (Short Form) attached hereto as Attachment No. 3 and incorporated herein. The Deed of Trust shall be recorded against the applicable Home concurrently with the close of the Developer Escrow as described in Section III.F. below.

**D. Option Agreement.** With respect to Homes for which no City Acquisition Loan is provided, Developer and City shall enter into an Option Agreement in substantially the form attached hereto as Attachment No. 4 and incorporated herein. Pursuant to the Option Agreement, Developer shall grant the City an Option to purchase the applicable Home for an "Option Price" equal to the sum of the purchase price paid by Developer to acquire the Home and the Rehabilitation Costs actually incurred by Developer to rehabilitate the Home, in accordance with the Scope of Rehabilitation and the Rehabilitation Budget approved by the City. The Option Agreement shall provide that City may exercise the Option upon the occurrence of one or more of the following events: (i) a default by Developer under this Agreement which is not cured within the time set forth herein, (ii) failure by Developer to satisfactorily rehabilitate the Home or re-sell the Home to an approved Eligible Household within the time required by this Agreement, or (iii) a violation of the CC&Rs. The Option Agreement shall be recorded against the applicable Home concurrently with the close of the applicable Developer Escrow.

**E. CC&Rs.** Concurrently with the close of each Developer Escrow, City shall record the CC&Rs (in a form executed by Developer ) against the Home in the Official Records of Riverside County, California. The CC&Rs shall restrict sale, ownership, and occupancy of the Home to Eligible Households that have been approved by the City purchasing the Home at a Resale Price approved by the City and require Developer to rehabilitate the Home in accordance with the Scope of Rehabilitation and Rehabilitation Budget and maintain and secure the Home in accordance with the Holding Period Plan.

**F. Acquisition of Homes by City; Developer Escrow.** Title to all Homes to be acquired, rehabilitated, and resold by Developer pursuant to the ARR Program may first be acquired by City and reconveyed to Developer pursuant to concurrent escrows (or, in the case of Homes initially selected, inspected, and acquired separately by City, a separate and later escrow). Concurrently with the close of each Developer Escrow, City and Developer shall cause the Deed of Trust or the Option Agreement, as applicable, and the CC&Rs to be recorded against the Home in the Official Records of Riverside County in a position prior and senior to any and all monetary liens or encumbrances against the Home other than liens for acquisition and/or rehabilitation financing that are approved by City Manager in his sole and absolute discretion. City and Developer shall execute such escrow instructions and other documents as may be necessary to accomplish the foregoing. City shall select the escrow and title company(ies) to be used in connection with each Developer Escrow.

#### **IV. REHABILITATION OF HOMES**

**A. Rehabilitation Work.** Developer shall rehabilitate each selected Home in accordance with the approved Scope of Rehabilitation, Rehabilitation Budget, the NSP, the ARR Guidelines, the Minimum Rehabilitation Standards established by City pursuant to the ARR Guidelines, the City Municipal Code, all applicable federal, state, and local laws, and the plans and

specifications approved in writing by the City. Any violations of the City's building code, including illegal room additions and all health and safety concerns, shall be remedied by the rehabilitation and the work necessary to remedy such conditions shall be included in the Scope of Rehabilitation and the Rehabilitation Budget. Developer shall use reasonable, good faith efforts to incorporate rehabilitation work into the Scope of Rehabilitation for each Home that will increase the energy efficiency at the Homes. Developer shall obtain all required City building permits prior to commencing any rehabilitation work.

**1. Change Orders.** All changes to the approved Scope of Rehabilitation, Rehabilitation Cost, Rehabilitation Budget, and/or plans and specifications for the rehabilitation of a Home must be approved in writing by City Manager before any such changes are implemented. City Manager shall have four (4) business days (defined as Monday through Thursday, excluding holidays) to approve or deny each and every change order. Changes to the Scope of Rehabilitation, Rehabilitation Cost, Rehabilitation Budget, and/or plans and specifications for the rehabilitation of a Home without the prior written approval of the City Manager shall constitute a default under this Agreement and the ARR Guidelines resulting in City's option to accelerate repayment of the City Acquisition Loan or exercise the City's Option to acquire the Home under the Option Agreement, as applicable.

**2. Warranty of Rehabilitation Work.** Developer shall provide a one year warranty for all rehabilitation work performed at each Home. Developer may purchase, at its own expense, a retail home warranty on behalf of the Eligible Household selected to purchase each Home. Developer shall repair and correct any item included in the approved Scope of Rehabilitation that is defective and/or breaks within one year of completion of the Rehabilitation, unless the damage is caused by the Eligible Household's negligence or included within the scope of coverage in a retail home warranty paid for by Developer (and the damage is actually repaired under such retail home warranty coverage).

**B. Rehabilitation Costs.** Developer is responsible for paying any and all Rehabilitation Costs incurred in connection with the rehabilitation of each Home pursuant to the ARR Program, including costs for contractor and subcontractor profit and/or overhead and change orders. Developer may obtain a loan from a financial institution or a private party or may fund the Rehabilitation Costs directly. All rehabilitation financing obtained by Developer (including interest rate and costs) shall be subject to reasonable terms and lending practices and the prior written approval of the City Manager. If Developer directly funds Rehabilitation Costs, Developer may charge reasonable interest and other loan costs pursuant to existing market conditions, subject to the approval of the City Manager. Rehabilitation loans may be placed in first position, senior to the City Acquisition Loan, subject to the approval of the City Manager.

**C. Contractors and Subcontractors.** Before any rehabilitation work may commence, Developer shall provide City with a list of any and all general contractors and/or subcontractors expected to perform rehabilitation work at each Home along with information regarding the qualifications and financial strength of all contractors on the list reasonably sufficient to enable City to evaluate the ability of such contractors to perform the anticipated rehabilitation work and City shall approve or disapprove such list of contractors within fifteen (15) calendar days of receiving the list of contractors and all other required information from Developer. Developer shall provide notice to City not later than seven (7) calendar days prior to making any changes to the list of contractors performing rehabilitation work at the Homes; City shall approve or deny such changes within five (5) calendar days of receiving such notice and sufficient information regarding any



contractors to be added to the list of contractors to enable City to evaluate their qualifications and financial strength. All contractors and sub-contractors performing work at a Home must have a California contractor license in good standing, all required workers compensation insurance and shall comply with such other reasonable requirements as may be imposed by City. Developer shall manage and oversee the rehabilitation work performed by all contractors. Developer shall use reasonable efforts to contract with contractors, subcontractors, and other skilled labor located in the City or within fifteen (15) miles of the City for the performance of rehabilitation work at the Homes.

**D. Compliance with Laws.** The rehabilitation shall comply with all applicable federal, state, and local laws, including without limitation the following:

1. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and the implementing regulations set forth at 24 C.F.R. part 135. Developer shall coordinate and consult with the City's HUD representative to ensure compliance with the provisions of Section 3.

2. Title X of the 1992 Housing and Community Development Act, 42 U.S.C. Section 4800, *et seq.* and the implementing regulations set forth at 24 C.F.R. part 35, subparts A, B, J, K, and R.

3. To the extent such requirements are applicable to the rehabilitation work to be performed at a particular Home, the Davis Bacon Act, 40 U.S.C. Section 3141, *et seq.*, and the regulations promulgated thereunder set forth at 29 C.F.R. Part 1 and/or California Labor Code Section 1720, *et seq.*

**E. Inspections.**

1. **Periodic Inspections.** City may at any time inspect and evaluate the progress and quality of the rehabilitation at each Home. If City is not satisfied that the rehabilitation is proceeding in accordance with the time schedule set forth in Section IV.G., that the quality of the rehabilitation conforms to the approved Scope of Rehabilitation and approved plans and specifications, or that the actual cost of the rehabilitation will comply with the approved Rehabilitation Costs as set forth in the Rehabilitation Budget, the City shall issue a Correction Notice to Developer and Developer shall cure all deficiencies noted in the Correction Notice within seven (7) calendar days from the date of the Correction Notice (or such longer period of time as may be approved by the City Manager, in his sole and absolute discretion). Developer shall be fully responsible for all costs incurred to cure the deficiencies set forth in the Correction Notice. If Developer does not adequately address and cure all deficiencies set forth in the Correction Notice within the time set forth herein, City shall have the right to cure such deficiencies and either: (1) add the cost of such cure to the principal balance of the City Acquisition Loan or (2) if no City Acquisition Loan has been provided with respect to the applicable Home, to obtain reimbursement of such costs from the Resale Price paid by the Eligible Household upon the close of the Homebuyer Escrow; repayment of the City's costs incurred to cure any deficiencies identified in a Correction Notice shall have priority over the Developer's claim to the proceeds of the Resale Price, including the Developer Fee.

2. **Final Inspection.** Developer shall notify City in writing within two (2) calendar days of completing the rehabilitation work at a Home. Within seven (7) calendar days of receiving such notice, City will conduct a final inspection of the Home to ensure that the

rehabilitation has been satisfactorily completed in accordance with the approved Scope of Rehabilitation, the approved plans and specifications, and any approved change orders. City will issue Correction Notices for any items included within the Scope of Rehabilitation, plans and specifications, or approved change orders that have not been completed to the satisfaction of and approved by the City Manager and the City's Building Division. Upon approving the rehabilitation work, City shall issue a Certificate of Completion in substantially the form attached hereto as Attachment No. 7 and incorporated herein, evidencing that the rehabilitation of the Home has been satisfactorily completed.

**F. Final Rehabilitation Report.** Within seven (7) calendar days after the rehabilitation work has been approved by City but in no event later than thirty (30) calendar days prior to close of the Homebuyer Escrow, Developer shall provide City with a Final Rehabilitation Report. City shall accept or reject the Final Rehabilitation Report submitted by Developer within seven (7) calendar days of receiving the complete, detailed Final Rehabilitation Report. If City rejects the Final Rehabilitation Report it shall provide Developer with a written explanation of the reasons for the rejection and Developer shall revise the Final Rehabilitation Report based on the direction provided by City. The Home may not be resold by Developer until the Final Rehabilitation Report is approved by City.

**G. Schedule of Performance.** Developer shall notify the City in writing within two (2) calendar days of commencing rehabilitation at a Home. Developer shall commence the rehabilitation of a Home within thirty (30) calendar days after acquiring title to the Home. Developer shall complete the rehabilitation work within sixty (60) calendar days after commencement of the rehabilitation (and not later than ninety (90) days after acquiring title to the Home). City Manager, in his sole discretion, may approve extensions of the time to commence and/or complete rehabilitation. Failure to commence or complete the rehabilitation of a Home within the time set forth herein, as it may be extended in the sole and absolute discretion of the City Manager, shall constitute a default under this Agreement, the CC&Rs, and the ARR Guidelines resulting in City's option to accelerate repayment of the City Acquisition Loan or exercise the City's Option to acquire the Home under the Option Agreement, as applicable.

**H. Developer Fee.** Developer may receive a Developer Fee of up to Sixteen Thousand Dollars (\$16,000) in connection with the acquisition, rehabilitation, and resale of each Home, subject to City Manager's approval of Developer's Updated Proposal with respect to each Home (including the proposed amount of the Developer Fee). Developer shall forfeit the Developer Fee in connection with a Home if Developer fails to complete all rehabilitation work at the Home (to the satisfaction of City) and resell the Home to an Eligible Household (as approved by the City Manager) within the time set forth in Sections IV.G. and V.F., as such deadlines may be extended by the City Manager in his sole and absolute discretion, or if Developer is otherwise in default hereunder with respect to the Home in question. The Developer Fee shall be payable solely from the proceeds of the Resale Price paid by Eligible Households; City shall have no obligation to pay the Developer Fee directly to Developer.

**I. Right of Entry.** For the purpose of assuring compliance with this Agreement, representatives of the City shall have the right of access to any Home, without charges or fees, at normal construction hours during the period of work for the purposes of this Agreement, including, but not limited to, the inspection of the rehabilitation work being performed, so long as such City representatives comply with all applicable laws during such entry. City shall hold the Developer harmless from any bodily injury or related damages arising out of the activities of the City at the

Home. This Section shall not be deemed to diminish or limit any rights the City may have by operation of law irrespective of the Agreement.

## V. RESALE OF HOMES

A. **Marketing Plan.** Within seven (7) calendar days after completion of the rehabilitation of any given Home (as approved by the City Manager), Developer will cause the marketing of the Home to prospective purchasers, including causing the Home to be listed on the Multiple Listing Service. The total maximum commission payable to both the listing and the buyer's real estate agents shall not exceed 6% of the Resale Price. Developer shall use reasonable efforts to utilize Realtors located in the City or within fifteen (15) miles of the City. Developer will screen prospective purchasers for eligibility in accordance with this Agreement and the ARR Guidelines. City shall select the escrow and title company(ies) to be used in connection with each Homebuyer Escrow.

B. **Resale Price.** Developer shall obtain the City Manager's approval of the proposed listing price (Resale Price) of the Home prior to listing the Home for resale.

1. **Minimum Resale Price.** If practicable, the Resale Price must be sufficient in amount to cover all Project Costs incurred by City and Developer to acquire, hold, rehabilitate and resell the Home. In the event the actual approved Project Costs exceed the post-rehabilitation fair market value of the Home, City Manager may approve a Resale Price that is less than the Project Costs. The amount by which actual approved Project Costs exceed the Resale Price shall constitute an NSP subsidy to the Home.

2. **Maximum Resale Price.** The Resale Price for a Home shall not exceed the total approved and actually incurred Project Cost with respect to the Home. Notwithstanding the immediately preceding sentence, if the total Project Costs are less than the post-rehabilitation fair market value of a Home, the City Manager may, in his sole and absolute discretion, permit a Home to be sold at a Resale Price up to its fair market value. If a Home is resold for a Resale Price which exceeds total Project Costs for the Home, the City shall provide a silent second equity share loan for the amount by which the fair market value of the Home exceeds Project Costs and the Eligible Household shall execute a Homebuyer Promissory Note and Homebuyer Deed of Trust in favor of the City to evidence and secure such loan. The Homebuyer Deed of Trust shall be recorded against the Home at the close of the Homebuyer Escrow along with the Regulatory Agreement. The equity share loan provisions shall comply with the guidelines set forth for the City's established Down Payment Assistance Program.

C. **Approval of Resale Agreement.** When an offer to purchase a rehabilitated Home is received from an Eligible Household, Developer shall present the offer to the City Manager for consideration and the City Manager shall, within fifteen (15) calendar days of receiving a copy of the written offer from Developer, either accept the offer, reject the offer, or suggest that a counter offer be submitted to the interested homebuyer. Any counter offer or acceptance of an offer by Developer shall be made expressly subject to verification that the interested homebuyer meets all requirements of this Agreement, the ARR Guidelines, and the NSP regulations relating to acquisition of the Home. Further, any purchase and sale agreement entered into by the Developer and an interested homebuyer shall be made expressly subject to verification of the homebuyer's status as an Eligible Household and compliance with all requirements under this Agreement, the ARR Guidelines, and the NSP regulations.

**D. Eligible Household Qualifications.** Homes acquired and rehabilitated pursuant to the ARR Program may only be resold to Eligible Households.

**1. Eligible Household Requirements.** To qualify as an Eligible Household, each prospective homebuyer must be a person(s) or family that:

(a) earns 120% or less of the Riverside County area median income, as published annually by HUD;

(b) will both own and occupy the Home;

(c) will attend an eight (8) hour, HUD-certified, pre-acquisition home ownership class prior to close of the Homebuyer Escrow; and

(d) will obtain a low-risk mortgage loan, preferably at a fixed interest rate, as approved by the City Manager prior to or concurrently with close of the Homebuyer Escrow.

**2. Down Payment.** If the Eligible Household receives a loan or other assistance through the City's Down Payment Assistance Program, such Eligible Household must provide a minimum investment to be used toward the down payment or Homebuyer's non-recurring closing costs equal to three percent (3%) of the Resale Price using the Eligible Household's own funds or funds contributed by someone related to the Eligible Household.

**3. Income Verification.** Developer shall require each interested homebuyer to complete and execute the Income Verification Worksheet attached hereto as Attachment No. 6 and incorporated herein along with such other income verification questionnaires and eligibility documentation as may be reasonably requested by City. Developer shall promptly deliver all such documentation to City Manager for his review to enable a determination of whether such interested homebuyer qualifies as an Eligible Household under the ARR Program.

**E. Affordability Restrictions.**

**1. Regulatory Agreement.** Each Eligible Household shall execute a Regulatory Agreement in a form approved by the City Manager which shall restrict the ownership, occupancy, and resale of each Home to Eligible Households that have been pre-approved by City in writing for a term of not fewer than fifteen (15) years from the date the Home is conveyed to the Eligible Household. The Regulatory Agreement shall be recorded against the Home concurrently with the close of the Homebuyer Escrow.

**2. Promissory Note and Deed of Trust.** Each Eligible Household that acquires a Home for a Resale Price which is less than the Fair Market Value of the Home or receives assistance through the City's Down Payment Assistance Program shall execute a Homebuyer Promissory Note and Homebuyer Deed of Trust in favor of the City, in a form approved by the City Manager. The Homebuyer Deed of Trust shall be recorded against the Home concurrently with the close of the Homebuyer Escrow. The Homebuyer Promissory Note shall become immediately due and payable in the event the Home is sold to a purchaser that does not qualify as a pre-approved Eligible Household and shall provide for a declining equity share in favor of the City or other loan structure to protect the City's investment in the Home and such other restrictions as may be necessary or appropriate to restrict the Home to ownership and occupancy by Eligible Households

throughout the fifteen (15) year term of the Regulatory Agreement. Any resale of the Home during the fifteen (15) year term of the Regulatory Agreement shall require the prior written approval of the City Manager. If an Eligible Household continuously owns and occupies a Home and is not otherwise in default under the Homebuyer Promissory Note, the Homebuyer Deed of Trust, or the Regulatory Agreement throughout the entire fifteen (15) year term of the Regulatory Agreement, the City's loan to the Eligible Household, including all equity sharing amounts and interest, shall be forgiven in its entirety and the City shall cause the Homebuyer Deed of Trust to be reconveyed, the Homebuyer Promissory Note to be destroyed or returned to the Eligible Homebuyer, and the Regulatory Agreement to be terminated and removed from title to the Home.

**3. Compliance with Affordability Restrictions.** City will monitor compliance with the affordability and other requirements applicable to each Home on an annual basis and each Eligible Household shall cooperate with the City by responding in a prompt, complete, and honest manner to the City's inquiries regarding the ownership and occupancy of the Home, permitting the City to periodically inspect the interior and exterior of the Home, and otherwise reasonably cooperating with the City's efforts to monitor compliance with the ARR Program.

**4. Execution and Recordation of Homebuyer Agreements.** Developer shall be responsible for ensuring that each Eligible Homebuyer executes the Homebuyer Promissory Note, Homebuyer Deed of Trust, and Regulatory Agreement and that the Homebuyer Deed of Trust and Regulatory Agreement are recorded against the Home concurrently with the close of each Homebuyer Escrow. Developer shall provide the original, executed Homebuyer Promissory Note and conformed copies of the recorded Homebuyer Deed of Trust and Regulatory Agreement to City promptly upon close of such Homebuyer Escrow.

**F. Eligible Homebuyer Escrow; Schedule of Performance.** Upon approval of an Eligible Household for the purchase of a rehabilitated Home, Developer shall cause the Homebuyer Escrow to be opened with the approved prospective purchaser and will take all steps necessary to ensure a timely close of the Homebuyer Escrow, subject to compliance with the ARR Guidelines. Each Homebuyer Escrow must close within one hundred eighty (180) calendar days following Developer's acquisition of title to the applicable Home, or such longer period as may be approved in writing by City Manager, in his sole and absolute discretion, but in no event longer than two hundred seventy (270) calendar days following Developer's acquisition of title to the Home. Failure to close any Homebuyer Escrow within such period shall constitute a default under this Agreement, the CC&Rs, the City Acquisition Loan and/or the Option Agreement, as applicable, permitting City to accelerate repayment of the City Acquisition Loan or exercise the Option, as applicable, with respect to the applicable Home.

## **VI. PROPERTY MANAGEMENT DURING HOLDING PERIOD**

**A. Holding Period Plan.** Developer shall be solely responsible for the maintenance and security of each Home throughout the entire Holding Period. Developer shall maintain and secure each Home in accordance with the Holding Period Plan. City reserves the right to amend or change the Holding Period Plan as required to successfully maintain and secure the Home. Developer's maintenance obligations under the Holding Period Plan shall include (without limitation) keeping each Home free of debris, weeds, graffiti, vermin, vagrants, squatters, and other nuisance conditions. In addition, Developer shall secure each Home to ensure that squatters and the public are unable to enter the Home or obtain access to the back yard or other non-public areas of the Home. Developer shall be solely responsible for all costs incurred to maintain and secure each

Home as specified in the Holding Period Plan. In no event shall the City be liable for any such costs, nor shall City be required to reimburse Developer for any such costs incurred to maintain or secure any Home during the Holding Period.

**B. Periodic Inspections; Correction Notice.** During the Holding Period, City may inspect and enter any Home at any time and with or without first notifying Developer to verify compliance with these maintenance and security obligations. A City staff member assigned to work with Developer shall periodically inspect each Home during the Holding Period and shall issue a Correction Notice with respect to any City Municipal Code violation or other failure to comply with or perform in accordance with the Holding Period Plan. Developer shall promptly correct any nuisance conditions (whether or not specified in the Holding Period Plan) or violations of the Holding Period Plan discovered at the Home within seven (7) calendar days of receiving a Correction Notice relating to nuisances or violations of this Agreement, the CC&Rs, the City Municipal Code or the Holding Period Plan from the City or within one (1) calendar day for any serious nuisance conditions such as vagrants, squatters, or other trespassers at the Home, graffiti, significant trash or debris in visible areas, or other health or safety concerns. Developer shall be fully responsible for all costs incurred to cure all deficiencies set forth in the Correction Notice. If Developer does not adequately address and cure the deficiencies set forth in the Correction Notice within the times set forth herein, City shall have the right to cure such deficiencies and either (1) add the cost of such cure to the principal balance of the City Acquisition Loan or (2) if no City Acquisition Loan has been provided with respect to the applicable Home, to obtain reimbursement of such costs from the Resale Price paid by the Eligible Household upon the close of the Homebuyer Escrow; repayment of the City's costs incurred to cure any deficiencies identified in a Correction Notice shall have priority over Developer's claim to the proceeds of the Resale Price, including the Developer Fee.

## **VII. COVENANTS AGAINST DISCRIMINATION**

Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the rehabilitation, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Home, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Home. The foregoing covenants shall run with the land.

All deeds, leases or contracts pertaining to the Homes shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

1. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, Managers, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of

tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

2. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, Managers, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

3. In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

Notwithstanding anything herein to the contrary, all anti-discrimination covenants required by this Agreement shall remain in effect in perpetuity.

## **VIII. DEFAULTS AND REMEDIES**

**A. Defaults.** Subject to the extensions of time set forth in Section IX.G., failure or delay by any party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. The injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

### **B. Legal Actions.**

**1. Institution of Legal Actions.** In addition to any other rights or remedies hereunder, City or Developer may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Any legal actions initiated pursuant to this Agreement or otherwise with respect to this subject matter must be instituted in the Superior Court of the County of Riverside, State of California.

2. **Applicable Law.** The laws and constitution of the State of California shall govern the interpretation and enforcement of this Agreement.

3. **Acceptance of Service of Process.** In the event that any legal action is commenced by any party against another party, service of process on such party shall be made by personal service upon such party or in such other manner as may be provided by law, and shall be valid whether made within or without the State of California.

C. **Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it of other rights and remedies provided hereunder with respect to the same default or any other default.

D. **Inaction Not a Waiver of Default.** Any failures or delays by any party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive any party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

E. **Remedies.** If either Developer or City defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured or if a cure has not been commenced and is being diligently pursued to completion by the defaulting party within thirty (30) days after service of the notice of default, the defaulting party shall be liable to the other for any damages caused by such default and the non-defaulting party shall have the right to seek specific performance and any and all other remedies as are available in law or equity.

## IX. GENERAL PROVISIONS

A. **Notices, Demands and Communications Between the Parties.** Written notices, demands and communications between City and Developer shall be sufficiently given if delivered by hand (and a receipt therefor is obtained or is refused to be given) or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of City and Developer as set forth in Section II.C. (as such addresses may be changed by notice to the other party). Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

B. **Taxes, Assessments, Encumbrances and Liens.** Developer shall not place or allow to be placed on any Home or any part thereof any mortgage, trust deed, encumbrance or lien other than as expressly permitted by this Agreement and approved in advance by the City Manager in writing. Developer shall remove or cause to be removed (at Developer's sole cost and expense) any levy or attachment made on any of the Homes or any part thereof, as a result of an unpermitted mortgage, trust deed, encumbrance or lien, as well as the mortgage, trust deed, encumbrance or lien itself, or assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder.



**C. Prohibition Against Transfer of the Homes or Assignment of Agreement.**

1. Prior to the issuance by the City of a Certificate of Completion, as to any Home, Developer shall not, except as permitted by this Agreement, without the prior written approval of City, make any total or partial sale, transfer, conveyance, assignment or lease of all or any part of any such Home or the land on which such Home is situated. This prohibition shall not be deemed to prevent Developer from granting temporary or permanent easements or permits to facilitate the rehabilitation of the Homes.

2. Upon obtaining a Certificate of Completion from the City for a rehabilitated Home, the Developer shall use its best efforts to locate an Eligible Household interested in purchasing the Home at the approved Resale Price and to obtain City's approval of such Eligible Household in accordance with and subject to the restrictions set forth in this Agreement, the NSP Program regulations, and the ARR Guidelines.

3. The deed to any Eligible Household acquiring a Home shall contain the anti-discrimination clause set forth in Section VII above.

4. All Eligible Households acquiring a Home with assistance pursuant to the City's Down Payment Assistance Program shall execute a Homebuyer Promissory Note, Homebuyer Deed of Trust, and Regulatory Agreement in forms provided by the City. The Regulatory Agreement shall require that each the Home be and remain owner occupied by the Eligible Household as its principal residence and shall further require that such Home shall remain available at affordable housing costs to Eligible Households that are approved by City for a period of not less than fifteen (15) years following the close of the Homebuyer Escrow, subject to such exceptions as may be approved by the City.

**D. No Encumbrances Except Mortgages, Deeds of Trust or Sale and Lease-Back for Development.** No mortgages, deeds of trust or sales and lease-back shall be permitted before completion of the rehabilitation of the applicable Home, except for the purpose of securing loans, the proceeds of which shall be used to finance the acquisition, rehabilitation, and/or resale of a Home pursuant to the ARR Guidelines and the NSP Program. Any such financing arrangements shall require City's prior written approval. Developer shall not enter into any other conveyance or lien for financing without the prior written approval of City. The form of approval by City shall be in a writing which references this Section IX.D., executed by the City Manager.

**E. Right of City to Satisfy Other Liens On The Homes.** Prior to the completion of the rehabilitation of any given Home, and after Developer has received written notice and has failed after a reasonable time, but in any event not less than fifteen (15) days, to challenge, cure, adequately bond against, or satisfy any liens or encumbrances on a Home which are not otherwise permitted under this Agreement, City shall have the right but not the obligation to satisfy any such liens or encumbrances. In the event City pays or otherwise satisfies any such lien or encumbrance, it shall without condition be entitled to full recovery of such amounts from Developer (and if not reimbursed by Developer, City shall be entitled to reimbursement from the Resale Price paid by the Eligible Household for the Home).

**F. Conflicts of Interest; Nonliability.** No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement. No member, official or employee of City shall participate in any decision relating to the Agreement which affects his

personal interests or the interests of any corporation, ship or association in which he is directly or indirectly interested. No member, official or employee of City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or Developer, or for any amount which may become due to Developer or its successor or on any obligations under the terms of this Agreement. Developer represents and warrants that it has not paid or given, and shall not pay or give, any third party any money or other consideration for obtaining this Agreement.

**G. Enforced Delay: Extension of Times of Performance.** In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war; insurrections; floods; earthquakes; fires; casualties; acts of God; availability of materials under commercially reasonable standards; acts of the public enemy; freight embargoes; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of another party; acts or failures to act of City or any other public or governmental agency or entity (except that acts or failures to act of City shall not excuse performance by City); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer.

**H. Inspection of Books and Records.** City shall have the right at all reasonable times to inspect the books and records of Developer pertaining to any Home as pertinent to the purposes of this Agreement.

**I. Submission of Documents to City for Approval.** Whenever this Agreement requires Developer to submit any document or materials to City for approval, failure of City to approve, conditionally approve, or disapprove such document or material within the time specified shall constitute a disapproval thereof. If there is not a time specified herein for such City action, Developer may submit a letter requiring City approval or disapproval of documents or materials within thirty (30) calendar days after submission to City and failure of City to respond within such thirty (30) calendar days shall constitute a disapproval of such submission.

**J. Public Hearing Requirements.** The Parties agree that, to the extent deemed necessary by City, the parties shall cause the preparation and publication of notice and shall hold any and all public hearings that may be required in connection with City's disposition of property interests to Developer in accordance with the terms of the Agreement.

**K. Indemnification.** Developer shall defend (with counsel selected by City), indemnify and hold harmless Agency and City and their officers, officials, employees and agents from and against any and all claims, demands, damages, or liability arising from or relating to this Agreement, Developer's actions in implementation of this Agreement, or any activity, work or things done, permitted or suffered by Developer and shall further defend (with counsel selected by City), indemnify and hold harmless Agency and City and their officers, officials, employees and agents from and against any and all claims arising from any breach or default in the performance of any obligation of Developer under the terms of this Agreement and from and against all costs, attorneys fees, expert witness fees, expenses and liability incurred in the defense of any such claim or any action or proceeding brought thereon. Developer's agreement to defend, indemnify and hold the

Agency and City harmless shall extend to any claims, demands, damages, or liabilities, including but not limited to claims pertaining to environmental conditions, that may arise as a result of the acquisition and/or ownership of any Home by City and/or Developer in implementation of this Agreement. The foregoing indemnification obligations shall apply regardless of whether such damages or claims shall accrue or be discovered before or after termination of this Agreement, but shall not apply to the extent such damages or claims are caused by the gross negligence or willful misconduct of City or Agency.

**L. Insurance.** During the entire term of this Agreement, the Developer 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 Developer its sub-contractors or any person acting for the Developer 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 Developer or its subcontractors, or any person acting for the Developer or under its control or direction.

Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

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. If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Developer agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager. The Developer 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 \$500,000 combined single limit. The Developer 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 Developer and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Developer in the course of carrying out the Agreement.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California. The terms of the insurance policy or policies issued to provide the 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 Developer shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

The Developer shall furnish a policy of all-risk property insurance with respect to each Home in an amount of not less than one hundred percent (100%) of the full replacement value of such Home (provided, such property insurance is only required during the Holding Period with respect to each Home); and

Developer shall additionally furnish or cause to be furnished to City evidence satisfactory to City that any contractor with whom it has contracted for the performance of work on any Home or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law.

**M. Entire Agreement; Attachments.** This Agreement may be executed in counterparts, each of which is deemed to be an original. This Agreement includes eight (8) Attachments, which together with this Agreement constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements among the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. The following Attachments are attached to this Agreement and incorporated herein by this reference:

- |                  |                               |
|------------------|-------------------------------|
| Attachment No. 1 | Grant Deed                    |
| Attachment No. 2 | Promissory Note               |
| Attachment No. 3 | Deed of Trust                 |
| Attachment No. 4 | Option Agreement              |
| Attachment No. 5 | CC&Rs                         |
| Attachment No. 6 | Income Verification Worksheet |
| Attachment No. 7 | Certificate of Completion     |
| Attachment No. 8 | Holding Period Plan           |

**N. Third Party Beneficiaries.** Except for the Agency, which is deemed to be an intended third party beneficiary of this entire Agreement, there are no third party beneficiaries with respect to any provisions of this Agreement.

**O. Effect of Violation of the Terms and Provisions of this Agreement After Completion of Rehabilitation.** The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, Agency, and their successors and assignees. The covenants against discrimination shall remain in perpetuity.

City and Agency are deemed the beneficiaries of the terms and provisions of this Agreement and of the covenants running with the land, for and in their own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. City and Agency shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which they or any other beneficiaries of this Agreement and covenants may be entitled.

**P. Waivers and Amendments.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorized representatives of City and Developer , and all amendments hereto must be in writing and signed by the appropriate authorized representatives of City and Developer . City Manager may agree to minor, non-substantive changes hereto with concurrence of City's legal counsel. Substantive, material modifications or amendments to this Agreement require approval of the City Council.

**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, City and Developer have executed this Housing Acquisition, Rehabilitation, and Resale Participation Agreement as of the date first set forth above.

**“CITY”**

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
Michelle Dawson, Assistant City Manager for  
Henry Garcia, City Manager

**APPROVED AS TO FORM:**

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

**“DEVELOPER ”**

**MAYANS DEVELOPMENT, INC.**  
a California corporation

By: \_\_\_\_\_  
Printed Name: Ismael Mayans  
Title :President

ATTACHMENT NO. 1

GRANT DEED

RECORDING REQUESTED BY,  
MAIL TAX STATEMENTS TO  
AND WHEN RECORDED MAIL TO:

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

APN: \_\_\_\_\_

This document is exempt from payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The **CITY OF MORENO VALLEY**, a California municipal corporation (“City”), acting to carry out the City of Moreno Valley Acquisition, Rehabilitation, and Resale Program (“ARR Program”) adopted pursuant to the Neighborhood Stabilization Program enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (approved July 2010), as of \_\_\_\_\_, 20\_\_, hereby grants to \_\_\_\_\_, a California \_\_\_\_\_ (“Grantee”), the real property hereinafter referred to as the “Home” legally described in Exhibit A attached hereto and incorporated herein, subject to existing easements, restrictions and covenants of record and further subject to the provisions of this Grant Deed as set forth below.

**1. Conveyance in Accordance With Housing Acquisition, Rehabilitation, and Resale Participation Agreement.** The Home is conveyed in accordance with and subject to the ARR Guidelines, adopted by the City Council of the City of Moreno Valley on \_\_\_\_\_, 20\_\_ and a Housing Acquisition, Rehabilitation, and Resale Participation Agreement entered into between City and Grantee, dated as of \_\_\_\_\_, 20\_\_ (“Agreement”), a copy of which is on file with City at its offices as a public record and which is incorporated herein by reference. The Agreement generally requires Grantee to acquire, rehabilitate, and resell the Home to an Eligible Household approved by the City, all in accordance with the terms and conditions set forth in the Agreement, the ARR Guidelines, and other requirements as set forth herein and therein. All terms used herein shall have the meanings set forth in the Agreement.

**2. Nondiscrimination.** The Grantee herein covenants by and for himself or herself, his or her heirs, executors, Managers, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any

person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land and remain in effect in perpetuity.

**3. Covenants Run With Land.** All covenants contained in this Grant Deed shall be covenants running with the land.

**4. Covenants For Benefit of City and Agency.** All covenants contained in this Grant Deed without regard to technical classification or designation shall be binding for the benefit of City and the Redevelopment Agency of the City of Moreno Valley (“Agency”), and such covenants shall run in favor of City and Agency for the entire period during which such covenants shall be in force and effect, without regard to whether City or Agency is or remains an owner of any land or interest therein to which such covenants relate. City and Agency, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

**[Signatures appear on following page.]**



**CITY:**

**CITY OF MORENO VALLEY**, a California  
municipal corporation

By: \_\_\_\_\_  
Michelle Dawson, Assistant City Manager for  
Henry Garcia, City Manager

**ATTEST:**

\_\_\_\_\_  
Jane Halstead, City Clerk

**APPROVED AS TO FORM:**

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

**ACCEPTED BY GRANTEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A TO ATTACHMENT NO. 1**

**LEGAL DESCRIPTION OF HOME**

**[To be inserted.]**

ATTACHMENT NO. 2

DEVELOPER PROMISSORY NOTE  
(This Note is secured by a deed of trust)

\$ \_\_\_\_\_

Moreno Valley, California

\_\_\_\_\_, 2012

Home Address: \_\_\_\_\_  
Moreno Valley, California 92552

Maturity: \_\_\_\_\_

**FOR VALUE RECEIVED**, the undersigned (“Maker”) promises to pay to the City of Moreno Valley (“Holder”) at 14177 Frederick Street, Moreno Valley, California 92552, or at such other address as Holder may direct from time to time in writing, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (“Note Amount”). All sums hereunder shall be payable in lawful money of the United States of America.

**1. Housing Acquisition, Rehabilitation, and Resale Participation Agreement.** This Developer Promissory Note (“Note”) is made and delivered pursuant to and in implementation of the Housing Acquisition, Rehabilitation, and Resale Participation Agreement entered by and between Holder and Maker dated as of \_\_\_\_\_, 20\_\_ (“Agreement”), a copy of which is on file as a public record with the Holder and which is incorporated herein by this reference. The Agreement provides for the acquisition and rehabilitation of the “Home” referenced above by Maker and resale of the Home to an Eligible Household (defined in the Agreement) pursuant to the City of Moreno Valley Acquisition, Rehabilitation and Resale Program (“ARR Program”). The Agreement contemplates that Holder may make one or more loans to Maker to assist Maker’s acquisition of homes to be rehabilitated and resold pursuant to the Agreement. Maker acknowledges that but for the execution of this Note, Holder would not make the loan contemplated by the Agreement and evidenced by this Note. Unless definitions of terms have been expressly set out at length herein, each term shall have the same definition as set forth in the Agreement.

**2. Interest Rate.** The Note Amount shall bear interest at the rate of zero percent (0%) per annum; provided that if an event of default occurs under the Agreement or if Maker fails to complete the rehabilitation and resale of the Home within the time set forth in the Agreement, interest shall commence to accrue at the rate equal to the lesser of (a) ten percent (10%) simple interest per annum or (b) the highest rate of interest that may be charged by a city.

**3. Repayment of Note Amount.** The entire Note Amount plus all accrued interest, if any, shall be due and payable upon the earlier of (a) conveyance of the Home by Maker to an Eligible Household pursuant to the Agreement or (b) \_\_\_\_\_, 20\_\_ (“Maturity Date”); provided, the Maturity Date may be extended by the City Manager of the City of Moreno Valley in his sole and absolute discretion.

**4. Acceleration.** The whole of the Note Amount (plus accrued interest) shall become immediately due and payable to Holder by Maker upon the occurrence of one or more of the

following events: (i) a default by Maker under the Agreement which is not cured within the time set forth therein, (ii) failure by Maker to satisfactorily rehabilitate the Home or re-sell the Home to an approved Eligible Household within the time required by the Agreement, or (iii) a violation of the Conditions, Covenants, and Restrictions executed by Maker and recorded against the Home concurrently with the close of the Developer Escrow (defined in the Agreement).

**5. Due on Sale or Encumbrance.** In the event of any Transfer (as defined below) of the Home, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums owing under this Note immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage, further encumbrance, assignment, or other alienation of the Home, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Home, granting of an option to purchase any portion of or interest in the Home or any interest therein, or the lease of all or substantially all of the Home or of all or substantially all of the improvements situated on the Home. Failure of Beneficiary to exercise the option to declare all sums owing under this Note immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

**6. Security for Note.** This Note shall be secured by a deed of trust and rider thereto of even date herewith encumbering the Home, executed by Maker, as trustor, in favor of Holder, as beneficiary.

**7. Prepayment of Note.** Maker may prepay this Note to Holder, provided that any prepayment must be in full and not in part. Prepayment shall not, however, release Maker from the requirements of the Agreement.

**8. Holder May Assign.** Holder may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Maker.

**9. Maker Assignment Prohibited.** In no event shall Maker assign or transfer any portion of this Note, the Note Amount and/or the Agreement without the prior express written consent of the Holder.

**10. Joint and Several.** The undersigned, if more than one person, shall be jointly and severally liable hereunder.

**11. Attorneys' Fees and Costs.** In the event that any action is instituted to enforce payment under this Note, the parties agree the non-prevailing party shall be responsible for and shall pay to the prevailing party all court costs, all attorneys' fees and expert witness' fees incurred in enforcing this Note.

**12. Amendments.** This Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this Note so as to become a permanent part hereof.

**13. Maker's Waivers.** Maker waives any rights to require the Holder to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been

paid (known as “notice of dishonor”), and (c) obtain an official certification of nonpayment (known as “protest”).

**14. Notice.** Any notice that must be given to Maker under this Note shall be given by personal delivery or by mailing it by certified mail addressed to Maker at the following address: \_\_\_\_\_ or such other address as Maker shall direct from time to time in writing. Failure or delay in giving any notice required hereunder shall not constitute a waiver of any default or late payment, nor shall it change the time for any default or payment. Any notice to Holder shall be given by certified mail at the address stated above.

**15. Successors Bound.** This Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

**IN WITNESS WHEREOF,** Maker has executed this Developer Promissory Note as of the date set forth below.

**MAKER:**

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**ATTACHMENT NO. 3**

**DEED OF TRUST**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attn: City Manager

APN: \_\_\_\_\_

This document is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(SHORT FORM)**

This **DEED OF TRUST WITH ASSIGNMENT OF RENTS**, dated as of \_\_\_\_\_, 20\_\_, is made by \_\_\_\_\_, a California \_\_\_\_\_, herein called TRUSTOR, whose address is \_\_\_\_\_, to [\_\_\_\_\_ **TITLE INSURANCE COMPANY**], a California corporation, herein called TRUSTEE, for the benefit of the **CITY OF MORENO VALLEY**, a California municipal corporation, herein called BENEFICIARY,

**WITNESSETH:** That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

See legal description attached hereto as Exhibit B and incorporated herein.

herein referred to as the "Site," together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing (1) payment of the sum of \$\_\_\_\_\_ according to the terms of that certain Developer Promissory Note executed by Trustor in favor of Beneficiary, of even date herewith, which is incorporated herein by this reference, including extensions or renewals thereof, (2) payment and performance of each and every covenant, agreement, and obligation set forth in that certain Housing Acquisition, Rehabilitation, and Resale Participation Agreement between Trustor and Beneficiary, dated as of \_\_\_\_\_, 2012, and those certain Conditions, Covenants, and Restrictions, executed by Trustor in favor of Beneficiary, of even date herewith, recorded against the Site in the Official Records of Riverside County, California concurrently herewith, each of which agreements is incorporated herein by this reference, (3) the performance of each agreement of Trustor incorporated by reference or contained herein, and (4) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. This Deed of Trust includes that certain Rider to Deed of Trust attached hereto as Exhibit A and incorporated herein.

To protect the security of this Deed of Trust, and with respect to the Site, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

DOC004126-0175

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	Riverside	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Venture	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are, by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

*Signature of Trustor*

**ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

\_\_\_\_\_, a California \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_

By: \_\_\_\_\_

(here insert name and title of the officer)

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

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

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

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.

By: \_\_\_\_\_

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

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

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 \_\_\_\_\_

(Seal)

(This area for official notarial seal)

(continued on next page)

## DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary of Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defeat any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of



any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, Managers, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**DO NOT RECORD**

**REQUEST FOR FULL RECONVEYANCE**

TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The under signed is the legal owner and holder of the note and of all indebtedness secured by the foregoing Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, an all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to \_\_\_\_\_

**Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

## EXHIBIT A TO ATTACHMENT NO. 3

### RIDER TO DEED OF TRUST

This Rider to Deed of Trust is made and delivered to and in implementation of that certain Housing Acquisition, Rehabilitation, and Resale Participation Agreement (“Agreement”) entered into by and between Trustor and Beneficiary which is incorporated herein by reference and a copy of which is on file as a public record in the office of Beneficiary at 14177 Frederick Street, Moreno Valley, California 92552. All capitalized terms not defined herein shall have the meanings established therefor under the Agreement.

1. **DEFAULT – OTHER DEEDS OF TRUST, DEED, COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs) AND AGREEMENT.** A default under any of the following shall, at Beneficiary’s option, constitute a default under this Deed of Trust:
  - (a) A default under the Agreement or any default under the Developer Promissory Note executed concurrently herewith.
  - (b) A default under any other deed of trust encumbering the property which has a priority senior to this Deed of Trust; or
  - (c) A default under the Conditions, Covenants, and Restrictions executed by Trustor and recorded against the Home concurrently herewith pursuant to the Agreement (“CC&Rs”).
2. **DEFAULT – DEED OF TRUST.** A default under this Deed of Trust shall, at Beneficiary’s option, as appropriate, constitute a default under the deeds of trust or other instruments referenced in Paragraph 1(a) through (c), inclusive (collectively the “Other Deeds of Trust”), of this Rider.
3. **NON-IMPAIRMENT.** Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.
4. **ACCELERATION.** All amounts secured by this Deed of Trust shall become immediately due and payable to Beneficiary upon the occurrence of one or more of the following events: (i) a default by Trustor under the Agreement which is not cured within the time set forth therein, (ii) failure by Trustor to satisfactorily rehabilitate the Home or re-sell the Home to an approved Eligible Household within the time required by the Agreement, or (iii) a violation of the CC&Rs.
5. **DUE ON SALE OR ENCUMBRANCE.** In the event of any Transfer (as defined below) of the Home, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term “Transfer” means and includes the direct or indirect sale, transfer, conveyance, mortgage, further encumbrance, assignment, or other alienation of the Home, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Home,

granting of an option to purchase any portion of or interest in the Home or any interest therein, or the lease of all or substantially all of the Home or of all or substantially all of the improvements situated on the Home. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

**“TRUSTOR”**

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**EXHIBIT B TO ATTACHMENT NO. 3**

**LEGAL DESCRIPTION OF SITE**

[To be inserted.]

**ATTACHMENT NO. 4**  
**OPTION AGREEMENT**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

APN: \_\_\_\_\_

This document is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

**OPTION AGREEMENT**

This **OPTION AGREEMENT** is entered into as of \_\_\_\_\_, 20\_\_, by and between the **CITY OF MORENO VALLEY**, a California municipal corporation (“City”), and \_\_\_\_\_ (“Developer”).

**RECITALS**

A. City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program (“NSP 3”) enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (approved July 2010).

B. Pursuant to the NSP, the City Council of City adopted, approved, and established Guidelines (“ARR Guidelines”) for the City’s Acquisition, Rehabilitation and Resale Program (“ARR Program”).

C. Pursuant to the NSP and the ARR Guidelines, City and Developer entered into that certain Housing, Acquisition, Rehabilitation, and Resale Participation Agreement dated as of \_\_\_\_\_, 20\_\_ (“Agreement”), which provides for the acquisition of foreclosed and vacant single-family homes, condominiums and townhomes by City and/or Developer within the area designated in the City’s NSP Action Plan, rehabilitation of the acquired homes, and resale of the homes to persons and families of very low, low, and moderate income earning not greater than one hundred twenty percent (120%) of the median income in Riverside County (as determined by the United States Department of Housing and Urban Development) (each, an “Eligible Household”) at a Resale Price (defined in the ARR Guidelines) which has been approved by the City Manager of City (“City Manager”).

D. In implementation of the Agreement and pursuant to the ARR Program, Developer has purchased that certain real property commonly known as \_\_\_\_\_, Moreno Valley, California, and more particularly described in Exhibit A attached hereto and incorporated herein (“Home”).

E. The Home is subject to the terms, conditions, and restrictions of that certain Conditions, Covenants, and Restrictions executed by Developer and dated and recorded against the Home concurrently herewith (“CC&Rs”). Under the terms of the Agreement and the CC&Rs, the parties have agreed that that Developer shall rehabilitate the Home and re-sell the Home to an Eligible Household that has been approved to acquire the Home by the City.

F. Pursuant to the Agreement, the Developer has agreed to grant to City an option to purchase the Home upon the occurrence of certain events of default, as set forth herein.

G. Developer desires to grant to City an option to purchase the Home on the terms and conditions set forth hereinbelow. For purposes of this Option Agreement, “Home” shall also be deemed to include any and all improvements located on the real property.

**NOW, THEREFORE,** in consideration of the foregoing and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

**1. Grant of Option.** Developer hereby grants to City an option (“Option”) to purchase the Home on the terms and conditions set forth in this Option Agreement. The purchase price payable by City to the Developer for the Home (“Option Price”) shall be the sum of the purchase price paid by Developer to acquire the Home and the Rehabilitation Costs (as defined in the Agreement) actually incurred by Developer to rehabilitate the Home, in accordance with the Scope of Rehabilitation and the Rehabilitation Budget approved by the City.

The Option created hereby shall be irrevocable by Developer and shall be binding upon the successors and assigns of Developer. City shall have the right of specific performance to enforce the terms of this Option Agreement.

**2. Term and Consideration for Option.** The term of the Option (“Option Term”) shall commence on the date of this Option Agreement, and shall expire upon the conveyance of the Home by Developer to an Eligible Household approved by the City in accordance with the Agreement and the CC&Rs.

**3. Exercise of Option.** The Option may be exercised by City’s delivery to Developer of written notice of such exercise (“Exercise Notice”) only upon the occurrence of one or more of the following events (“Exercise Events”): (i) a default by Developer under the Agreement which is not cured within the time set forth therein, (ii) failure by Developer to satisfactorily rehabilitate the Home or re-sell the Home to an approved Eligible Household within the time required by the Agreement, or (iii) a violation of the CC&Rs. In the event that City exercises the Option, but the Developer cures the subject default prior to the sale of the Home to City, City’s exercise of the Option shall be deemed revoked. The revocation of the exercise of the Option shall not terminate this Option Agreement or preclude City from subsequently exercising the Option upon a later occurrence of one or more of the Exercise Events.

**4. Escrow and Completion of Sale.** Within five (5) days after City has exercised the Option, or as soon thereafter as reasonably practicable, an escrow shall be opened with an escrow company mutually acceptable to City and Developer for the conveyance of the Home to City. City shall deposit the Option Price in escrow not later than one (1) business day prior to the anticipated close of escrow date. City’s obligation to close escrow shall be subject to City’s approval of a then-current preliminary title report and, at City’s option, environmental and other site testing. Any

exceptions shown on such preliminary title report created on or after Developer's acquisition of the Home shall be removed by Developer at its sole expense prior to the close of escrow pursuant to this Section 4 unless such exception(s) is(are) accepted by City in its reasonable discretion; provided, however, that City shall accept the following exceptions to title: (i) current taxes not yet delinquent, (ii) matters affecting title existing on the date of Developer's acquisition of the Home, (iii) liens and encumbrances in favor of the City of Moreno Valley, and (iv) matters shown as printed exceptions in the standard form CLTA owner's policy of title insurance. The parties shall each be responsible for one-half of the escrow fees, documentary transfer taxes, recording fees and any other costs and expenses of the escrow, and Developer shall be responsible for the cost of a CLTA owner's policy of title insurance. City shall have thirty (30) days after exercise of the Option to enter upon the Home to conduct any tests, inspections, investigations, or studies of the condition of the Home. Developer shall permit City access to the Home for such purposes. City shall indemnify, defend, and hold harmless Developer and its officers, directors, shareholders, s, employees, agents, and representatives from and against all claims, liabilities, or damages, and including expert witness fees and reasonable attorney's fees and costs, caused by City's activities with respect to or arising out of such testing, inspection, or investigatory activity on the Home. Escrow shall close promptly after acceptance by City of the condition of title and the physical and environmental condition of the Home. Until the Closing, the terms of the CC&Rs and the documents executed and recorded pursuant thereto shall remain in full force and effect.

**5. Failure to Exercise Option.** If the Option is not exercised in the manner provided in Section 3 above before the expiration of the Option Term, the Option shall terminate. Upon receipt of the written request of Developer, City shall cause a quitclaim deed terminating or releasing any and all rights City may have to acquire the Home to be recorded in the Official Records of Riverside County, California.

**6. Assignment and Nomination.** City shall not assign its interest hereunder without the approval of the Developer, which may be given or withheld in Developer's sole and absolute discretion; provided that City may nominate another person or entity to acquire the Home, and the identity of such nominee shall not be subject to the approval of Developer.

**7. Title.** Following the date hereof, except as permitted by the CC&Rs, Developer agrees not to cause, and shall use commercially reasonable efforts not to permit, any lien, easement, encumbrance or other exception to title to be recorded against the Home without City's prior written approval, such approval not to be unreasonably withheld.

**8. Representations and Warranties of Developer.** Developer hereby represents, warrants and covenants to City as follows, which representations and warranties shall survive the exercise of the Option and the close of escrow:

(a) that this Option Agreement and the other documents to be executed by Developer hereunder, upon execution and delivery thereof by Developer, will have been duly entered into by Developer and will constitute legal, valid and binding obligations of Developer;

(b) neither this Option Agreement, nor anything provided to be done under this Option Agreement, violates or shall violate any contract, document, understanding, agreement or instrument to which Developer is a party or by which it is bound; and

(c) Developer shall pay, prior to delinquency, any and all real property taxes and assessments which affect the Home.

Developer agrees to indemnify, protect, defend, and hold City and the Home harmless from and against any damage, claim, liability, or expense of any kind whatsoever (including, without limitation, reasonable attorneys' fees and fees of expert witnesses) arising from or in connection with any breach of the foregoing representations, warranties and covenants. Such representations and warranties of Developer shall be true and correct on and as of the date of this Option Agreement and on and as of the date of the close of escrow hereunder.

**9. Representations and Warranties of City.** City hereby represents and warrants and covenants to Developer, as follows, which representations and warranties shall survive the close of escrow:

(a) that this Option Agreement and the other documents to be executed by City hereunder, upon execution and delivery thereof by City, will have been duly entered into by City, and will constitute legal, valid and binding obligations of City, and

(b) neither this Option Agreement, nor anything provided to be done under this Option Agreement, violates or shall violate any contract, document, understanding, agreement or instrument to which City is a party or by which it is bound.

City agrees to indemnify, protect, defend, and hold Developer and the Home harmless from and against any damage, claim, liability, or expense of any kind whatsoever (including, without limitation, reasonable attorneys' fees and fees of expert witnesses) arising from or in connection with any breach of the foregoing representations, warranties and covenants. Such representations and warranties of City shall be true and correct on and as of the date of this Option Agreement and on and as of the date of the close of escrow hereunder.

**10. Covenants Against Discrimination.** There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises which are the subject of this Agreement. The foregoing covenants shall run with the land.

**11. General Provisions.**

(a) Paragraph Headings. The paragraph headings used in this Option Agreement are for purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Option Agreement.

(b) Notices. Any notice, demand, approval, consent, or other communication required or desired to be given under this Option Agreement shall be in writing and shall be either personally served, mailed in the United States mails, certified, return receipt requested, postage



prepaid, addressed to the party to be served, at the address for that party set forth below or such other address given by that party by notice under the provisions of this Section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or three (3) business days following mailing as aforesaid.

To Developer : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

To City: City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

(c) Binding Effect. The terms, covenants and conditions of this Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees.

(d) Entire Agreement. This Option Agreement sets forth the entire agreement between the parties hereto respecting the Option, and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter of this Option Agreement.

(e) California Law. This Option Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such laws.

(f) Time of the Essence. Time is of the essence of each and every provision of this Option Agreement.

(g) Counterparts. This Option Agreement may be signed by the parties hereto in duplicate counterparts which together shall constitute one and the same agreement between the parties and shall become effective at such time as both of the parties shall have signed such counterparts.

(h) Attorneys' Fees. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, expert witness fees, costs and expenses incurred in connection with the prosecution or defense of such action, including appeal and/or enforcement of a judgment.

(i) Computation of Time. All periods of time referred to in this Option Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time is specified as business days (which shall not include Fridays, Saturdays, Sundays or state or national holidays), provided that if the date or last date to perform any act or give any notice with respect to this Option Agreement shall fall on a Friday, Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Friday, Saturday, Sunday or state or national holiday.

(j) Third Party Beneficiaries. Except for the Agency, which is deemed to be an intended third party beneficiary of this entire Option Agreement, there are no third party beneficiaries with respect to any provisions of this Option Agreement.

(k) Definition of Terms. Terms not otherwise defined in this Option Agreement are defined in the Agreement.

**IN WITNESS WHEREOF**, this Option Agreement is executed by the parties hereto as of the date first above written.

**DEVELOPER :**

\_\_\_\_\_

By:\_\_\_\_\_

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

Title:\_\_\_\_\_

By:\_\_\_\_\_

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

Title:\_\_\_\_\_

**CITY:**

**CITY OF MORENO VALLEY**, a California municipal corporation

By:\_\_\_\_\_

Michelle Dawson, Assistant City Manager for  
Henry Garcia, City Manager

**ATTEST:**

\_\_\_\_\_  
Jane Halstead, City Clerk

**EXHIBIT A TO ATTACHMENT NO. 4**  
**LEGAL DESCRIPTION OF THE HOME**

**[To be inserted.]**

**ATTACHMENT NO. 5**

**CC&Rs**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

APN: \_\_\_\_\_

This document is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

**CONDITIONS, COVENANTS AND RESTRICTIONS**

These **CONDITIONS, COVENANTS AND RESTRICTIONS** (“CC&Rs”) are entered into as of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (“Developer”) in favor of the **CITY OF MORENO VALLEY**, a California municipal corporation (“City”).

**RECITALS**

A. City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program (“NSP”) enacted by the United States Legislature as part of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, approved July 30, 2008).

B. Pursuant to the NSP, the City Council of City adopted, approved, and established Guidelines (“ARR Guidelines”) for the City’s Acquisition, Rehabilitation and Resale Program (“ARR Program”).

C. Pursuant to the NSP and the ARR Guidelines, City and Developer entered into that certain Housing, Acquisition, Rehabilitation, and Resale Participation Agreement dated as of \_\_\_\_\_, 20\_\_ (“Agreement”), which provides for the acquisition of foreclosed and vacant single-family homes, condominiums and townhomes by City and/or Developer within the area designated in the City’s NSP Action Plan, rehabilitation of the acquired homes, and resale of the homes to persons and families of very low, low, and moderate income earning not greater than one hundred twenty percent (120%) of the median income in Riverside County (as determined by the United States Department of Housing and Urban Development) (each, an “Eligible Household”) at a Resale Price (defined in the ARR Guidelines) which has been approved by the City Manager of City (“City Manager”).

D. In implementation of the Agreement and pursuant to the ARR Program, Developer has purchased that certain real property commonly known as \_\_\_\_\_, Moreno Valley, California, and more particularly described in Exhibit A attached hereto and incorporated herein (“Home”).

E. Pursuant to the Agreement, the Developer has agreed to execute these CC&Rs and to cause these CC&Rs to be recorded against the Home in the Official Records of Riverside County, California, to restrict the use, occupancy, and resale of the Home during the Holding Period (defined below).

**NOW, THEREFORE,** in consideration of the foregoing and the mutual covenants and conditions contained herein, Developer hereby covenants as follows:

**1. Rehabilitation of the Home.**

a. Rehabilitation Work. Developer hereby covenants to rehabilitate the Home in accordance with the Agreement, the approved Scope of Rehabilitation, the approved Rehabilitation Budget, any approved change orders, the NSP, the ARR Guidelines, the Minimum Rehabilitation Standards established by City pursuant to the ARR Guidelines, the City Municipal Code, all applicable federal, state and local laws, and the plans and specifications approved in writing by City.

b. Compliance with Laws. The rehabilitation shall comply with all applicable federal, state, and local laws, rules, and regulations, including without limitation the following:

(i) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and the implementing regulations set forth at 24 C.F.R. part 135. Developer shall coordinate and consult with the City's HUD representative to ensure compliance with the provisions of Section 3.

(ii) Title X of the 1992 Housing and Community Development Act, 42 U.S.C. Section 4800, *et seq.* and the implementing regulations set forth at 24 C.F.R. part 35, subparts A, B, J, K, and R.

(iii) To the extent such requirements are applicable to the rehabilitation work to be performed at the Home, the Davis Bacon Act, 40 U.S.C. Section 3141, *et seq.*, and the regulations promulgated thereunder set forth at 29 C.F.R. Part 1 and/or California Labor Code Section 1720, *et seq.*

c. Inspections.

(i) *Periodic Inspections.* City may at any time inspect and evaluate the progress and quality of the rehabilitation at the Home. If City is not satisfied that the rehabilitation is proceeding in accordance with the time schedule set forth in Section 1.e., that the quality of the rehabilitation conforms to the approved Scope of Rehabilitation and approved plans and specifications, or that the actual cost of the rehabilitation will comply with the approved Rehabilitation Costs as set forth in the Rehabilitation Budget, the City shall issue a Correction Notice (defined in the Agreement) to Developer and Developer shall cure all deficiencies noted in the Correction Notice within seven (7) calendar days from the date of the Correction Notice (or such longer period of time as may be approved by the City Manager, in his sole and absolute discretion). Developer shall be fully responsible for all costs incurred to cure the deficiencies set forth in the Correction Notice. If Developer does not adequately address and cure all deficiencies set forth in the Correction Notice within the time set forth herein, City shall have the right to cure such deficiencies and either: (1) add the cost of such cure to the principal balance of the City Acquisition

Loan or (2) if no City Acquisition Loan has been provided with respect to the applicable Home, to obtain reimbursement of such costs from the Resale Price paid by the Eligible Household upon the close of the Homebuyer Escrow; repayment of the City's costs incurred to cure any deficiencies identified in a Correction Notice shall have priority over the Developer's claim to the proceeds of the Resale Price, including the Developer Fee.

(ii) *Final Inspection.* Developer shall notify City in writing within two (2) calendar days of completing the rehabilitation work at the Home. Within seven (7) calendar days of receiving such notice, City will conduct a final inspection of the Home to ensure that the rehabilitation has been satisfactorily completed in accordance with the approved Scope of Rehabilitation, the approved plans and specifications, and any approved change orders. City will issue Correction Notices for any items included within the Scope of Rehabilitation, plans and specifications, or approved change orders that have not been completed to the satisfaction of and approved by the City Manager and the City's Building Division. Upon approving the rehabilitation work, City shall issue a Certificate of Completion in substantially the form attached to the Agreement as Attachment No. 7, evidencing that the rehabilitation of the Home has been satisfactorily completed.

d. Final Rehabilitation Report. Within seven (7) calendar days after the rehabilitation work has been approved by City but in no event later than thirty (30) calendar days prior to close of the Homebuyer Escrow, Developer shall provide City with a Final Rehabilitation Report. City shall accept or reject the Final Rehabilitation Report submitted by Developer within seven (7) calendar days of receiving the complete, detailed Final Rehabilitation Report. If City rejects the Final Rehabilitation Report it shall provide Developer with a written explanation of the reasons for the rejection and Developer shall revise the Final Rehabilitation Report based on the direction provided by City. *The Home may not be resold by Developer until the Final Rehabilitation Report is approved by City.*

e. Schedule of Performance. Developer shall notify the City in writing within two (2) calendar days of commencing rehabilitation at the Home. Developer shall commence the rehabilitation of the Home within thirty (30) calendar days after acquiring title to the Home. Developer shall complete the rehabilitation work within sixty (60) calendar days after commencement of the rehabilitation (and not later than ninety (90) days after acquiring title to the Home). City Manager, in his sole discretion, may approve extensions of the time to commence and/or complete rehabilitation. Failure to commence or complete the rehabilitation of the Home within the time set forth herein, as it may be extended in the sole and absolute discretion of the City Manager, shall constitute a default under these CC&Rs, the Agreement, and the ARR Guidelines resulting in City's option to accelerate repayment of the City Acquisition Loan or exercise the City's Option to acquire the Home under the Option Agreement, as applicable.

## **2. Resale of the Home.**

a. Marketing Plan. Within seven (7) calendar days after completion of the rehabilitation of the Home (as approved by the City Manager), Developer will cause the marketing of the Home to prospective purchasers, including causing the Home to be listed on the Multiple Listing Service. The total maximum commission payable to both the listing and the buyer's real estate agents shall not exceed 6% of the Resale Price. Developer shall use reasonable efforts to utilize realtors located in the City or within fifteen (15) miles of the City. Developer will screen prospective purchasers for eligibility in accordance with these CC&Rs, the Agreement and the ARR

Guidelines. City shall select the escrow and title company(ies) to be used in connection with the Homebuyer Escrow.

b. Resale Price. Developer shall obtain the City Manager's approval of the proposed listing price (Resale Price) of the Home prior to listing the Home for resale.

(i) *Minimum Resale Price.* If practicable, the Resale Price must be sufficient in amount to cover all Project Costs incurred by City and Developer to acquire, hold, rehabilitate and resell the Home. In the event the actual approved Project Costs exceed the post-rehabilitation fair market value of the Home, City Manager may approve a Resale Price that is less than the Project Costs. The amount by which actual approved Project Costs exceed the Resale Price shall be deducted from the Developer Fee; if the entire Developer Fee is depleted, the remaining negative amount shall constitute an NSP subsidy to the Home.

(ii) *Maximum Resale Price.* The Resale Price for the Home shall not exceed the total approved and actually incurred Project Cost with respect to the Home. Notwithstanding the immediately preceding sentence, if the total Project Costs are less than the post-rehabilitation fair market value of the Home, the City Manager may, in his sole and absolute discretion, permit the Home to be sold at a Resale Price up to its fair market value. If the Home is resold for a Resale Price which exceeds total Project Costs for the Home, the City shall provide a silent second equity share loan for the amount by which the fair market value of the Home exceeds Project Costs and the Eligible Household shall execute a Homebuyer Promissory Note and Homebuyer Deed of Trust (as those terms are defined below) in favor of the City to evidence and secure such loan. The Homebuyer Deed of Trust shall be recorded against the Home at the close of the Homebuyer Escrow along with the Regulatory Agreement (defined below). The equity share loan provisions shall comply with the guidelines set forth for the City's established Down Payment Assistance Program.

c. Approval of Resale Agreement. When an offer to purchase a rehabilitated Home is received from an Eligible Household, Developer shall present the offer to the City Manager for consideration and the City Manager shall, within fifteen (15) calendar days of receiving a copy of the written offer from Developer, either accept the offer, reject the offer, or suggest that a counter offer be submitted to the interested homebuyer. Any counter offer or acceptance of an offer by Developer shall be made expressly subject to verification that the interested homebuyer meets all requirements of these CC&Rs, the Agreement, the ARR Guidelines, and the NSP regulations relating to acquisition of the Home. Further, any purchase and sale agreement entered into by the Developer and an interested homebuyer shall be made expressly subject to verification of the homebuyer's status as an Eligible Household and compliance with all requirements under these CC&Rs, the Agreement, the ARR Guidelines, and the NSP regulations.

d. Eligible Household Qualifications. Homes acquired and rehabilitated pursuant to the ARR Program may only be resold to Eligible Households.

(i) *Eligible Household Requirements.* To qualify as an Eligible Household, each prospective homebuyer must be a person(s) or family that:

(A) earns 120% or less of the Riverside County area median income, as published annually by HUD;

- (B) will both own and occupy the Home;
- (C) will attend an eight (8) hour, HUD-certified, pre-acquisition home ownership class prior to close of the Homebuyer Escrow; and
- (D) will obtain a low-risk mortgage loan, preferably at a fixed interest rate, as approved by the City Manager prior to or concurrently with close of the Homebuyer Escrow.

(ii) *Down Payment.* If the Eligible Household receives a loan or other assistance through the City's Down Payment Assistance Program, such Eligible Household must provide a minimum down payment equal to one percent (1%) of the Resale Price using the Eligible Household's own funds or funds contributed by someone related to the Eligible Household.

(iii) *Income Verification.* Developer shall require each interested homebuyer to complete and execute the Income Verification Worksheet attached to the Agreement as Attachment No.6 along with such other income verification questionnaires and eligibility documentation as may be reasonably requested by City. Developer shall promptly deliver all such documentation to City Manager for his review to enable a determination of whether such interested homebuyer qualifies as an Eligible Household under the ARR Program.

e. Affordability Restrictions.

(i) *Regulatory Agreement.* The Eligible Household that purchases the Home shall execute a "Regulatory Agreement" in a form approved by the City Manager which shall restrict the ownership, occupancy, and resale of each Home to Eligible Households that have been pre-approved by City in writing for a term of not fewer than fifteen (15) years from the date the Home is conveyed to the Eligible Household. The Regulatory Agreement shall be recorded against the Home concurrently with the close of the Homebuyer Escrow.

(ii) *Promissory Note and Deed of Trust.* If the Home is sold for a Resale Price which is less than the Fair Market Value of the Home or the Eligible Household that purchases the Home receives assistance through the City's Down Payment Assistance Program, such Eligible Household shall execute a "Homebuyer Promissory Note" and "Homebuyer Deed of Trust" in favor of the City, in a form approved by the City Manager. The Homebuyer Deed of Trust shall be recorded against the Home concurrently with the close of the Homebuyer Escrow. The Homebuyer Promissory Note shall become immediately due and payable in the event the Home is sold to a purchaser that does not qualify as a pre-approved Eligible Household and shall provide for a declining equity share in favor of the City or other loan structure to protect the City's investment in the Home and such other restrictions as may be necessary or appropriate to restrict the Home to ownership and occupancy by Eligible Households throughout the fifteen (15) year term of the Regulatory Agreement. Any resale of the Home during the fifteen (15) year term of the Regulatory Agreement shall require the prior written approval of the City Manager. If an Eligible Household continuously owns and occupies the Home and is not otherwise in default under the Homebuyer Promissory Note, the Homebuyer Deed of Trust, or the Regulatory Agreement throughout the entire fifteen (15) year term of the Regulatory Agreement, the City's loan to the Eligible Household, including all equity sharing amounts and interest, shall be forgiven in its entirety and the City shall cause the Homebuyer Deed of Trust to be reconveyed, the Homebuyer Promissory Note to be



destroyed or returned to the Eligible Homebuyer, and the Regulatory Agreement to be terminated and removed from title to the Home.

(iii) *Execution and Recordation of Homebuyer Agreements.* Developer shall be responsible for ensuring that the Eligible Homebuyer that purchases the Home executes the Homebuyer Promissory Note, Homebuyer Deed of Trust, and Regulatory Agreement and that the Homebuyer Deed of Trust and Regulatory Agreement are recorded against the Home concurrently with the close of the Homebuyer Escrow. Developer shall provide the original, executed Homebuyer Promissory Note and conformed copies of the recorded Homebuyer Deed of Trust and Regulatory Agreement to City promptly upon close of the Homebuyer Escrow.

f. Eligible Homebuyer Escrow; Schedule of Performance. Upon approval of an Eligible Household for the purchase of a rehabilitated Home, Developer shall cause the Homebuyer Escrow to be opened with the approved prospective purchaser and will take all steps necessary to ensure a timely close of the Homebuyer Escrow, subject to compliance with the ARR Guidelines. The Homebuyer Escrow must close within one hundred eighty (180) calendar days following Developer's acquisition of title to the applicable Home, or such longer period as may be approved in writing by City Manager, in his sole and absolute discretion, but in no event longer than two hundred seventy (270) calendar days following Developer's acquisition of title to the Home. Failure to close the Homebuyer Escrow within such period shall constitute a default under these CC&Rs, the Agreement, the City Acquisition Loan and/or the Option Agreement, as applicable, permitting City to accelerate repayment of the City Acquisition Loan or exercise the Option, as applicable, with respect to the applicable Home.

### **3. Property Management During Holding Period**

a. Holding Period Plan. Developer shall be solely responsible for the maintenance and security of the Home throughout the entire term beginning on the date the Developer Escrow closes and continuing through the close of the Homebuyer Escrow (such period of time is referred to herein as the "Holding Period"). Developer shall maintain and secure the Home in accordance with the "Holding Period Plan" submitted by Developer to City, which is attached to the Agreement as Attachment No. 8. City reserves the right to amend or change the Holding Period Plan as required to successfully maintain and secure the Home. Developer's maintenance obligations under the Holding Period Plan shall include (without limitation) keeping the Home free of debris, weeds, graffiti, vermin, vagrants, squatters, and other nuisance conditions. In addition, Developer shall secure the Home to ensure that squatters and the public are unable to enter the Home or obtain access to the back yard or other non-public areas of the Home. Developer shall be solely responsible for all costs incurred to maintain and secure the Home as specified in the Holding Period Plan. In no event shall the City be liable for any such costs, nor shall City be required to reimburse Developer for any such costs incurred to maintain or secure the Home during the Holding Period.

b. Periodic Inspections; Correction Notice. During the Holding Period, City may inspect and enter the Home at any time and with or without first notifying Developer to verify compliance with these maintenance and security obligations. A City staff member assigned to work with Developer shall periodically inspect the Home during the Holding Period and shall issue a Correction Notice with respect to any City Municipal Code violation or other failure to comply with or perform in accordance with the Holding Period Plan. Developer shall promptly correct any nuisance conditions (whether or not specified in the Holding Period Plan) or violations of the

Holding Period Plan discovered at the Home within seven (7) calendar days of receiving a Correction Notice relating to nuisances or violations of the City Municipal Code or the Holding Period Plan from the City or within one (1) calendar day for any serious nuisance conditions such as vagrants, squatters, or other trespassers at the Home, graffiti, significant trash or debris in visible areas, or other health or safety concerns. Developer shall be fully responsible for all costs incurred to cure all deficiencies set forth in the Correction Notice. If Developer does not adequately address and cure the deficiencies set forth in the Correction Notice within the times set forth herein, City shall have the right to cure such deficiencies and either (1) add the cost of such cure to the principal balance of the City Acquisition Loan or (2) if no City Acquisition Loan has been provided with respect to the Home, to obtain reimbursement of such costs from the Resale Price paid by the Eligible Household upon the close of the Homebuyer Escrow; repayment of the City's costs incurred to cure any deficiencies identified in a Correction Notice shall have priority over Developer's claim to the proceeds of the Resale Price, including the Developer Fee.

**4. Term of CC&Rs.** The term of these CC&Rs shall commence on the date of these CC&Rs and shall expire upon the conveyance of the Home by Developer to an Eligible Household approved by the City in accordance with the Agreement and these CC&Rs. Developer and City shall execute a document in recordable form terminating these CC&Rs which may be recorded concurrently with the close of a Homebuyer Escrow in compliance with the Agreement and these CC&Rs.

**5. Indemnification.** Developer shall defend (with counsel selected by City), indemnify and hold harmless the Redevelopment Agency of the City of Moreno Valley ("Agency") and City and their officers, officials, employees and agents from and against any and all claims, demands, damages, or liability arising from or relating to the Agreement and/or these CC&Rs, Developer's actions in implementation of the Agreement and/or these CC&Rs, or any activity, work or things done, permitted or suffered by Developer and shall further defend (with counsel selected by City), indemnify and hold harmless Agency and City and their officers, officials, employees and agents from and against any and all claims arising from any breach or default in the performance of any obligation of Developer under the terms of the Agreement and/or these CC&Rs and from and against all costs, attorneys fees, expert witness fees, expenses and liability incurred in the defense of any such claim or any action or proceeding brought thereon. Developer's agreement to defend, indemnify and hold the Agency and City harmless shall extend to any claims, demands, damages, or liabilities, including but not limited to claims pertaining to environmental conditions, that may arise as a result of the acquisition and/or ownership of the Home by City and/or Developer in implementation of the Agreement and/or these CC&Rs. The foregoing indemnification obligations shall apply regardless of whether such damages or claims shall accrue or be discovered before or after termination of the Agreement and/or these CC&Rs, but shall not apply to the extent such damages or claims are caused by the gross negligence or willful misconduct of City or Agency.

**6. Insurance.** During the entire term of these CC&Rs, Developer shall take out and maintain the following insurance:

a. a commercial general liability and property damage insurance policy in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit policy, including contractual public liability, as shall protect Developer, City, and Agency from claims for such damages until two (2) years after the completion of all rehabilitation work performed pursuant to these CC&Rs and the Agreement;

b. a comprehensive automobile liability policy in the amount of not less than One Million Dollars (\$1,000,000) combined single limit;

c. a policy of all-risk property insurance with respect to the Home in an amount of not less than one hundred percent (100%) of the full replacement value of the Home (provided, such property insurance is only required during the Holding Period with respect to the Home); and

d. workers' compensation insurance as required by law.

Developer shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. This countersigned certificate and the policy which it certifies, shall name the City and Agency and their respective officers, agents, and employees as additional insured. The certificate by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Developer shall be primary insurance and not contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy and the certificate of insurance shall contain a waiver of subrogation for the benefit of the City and Agency.

Developer shall additionally furnish or cause to be furnished to City evidence satisfactory to City that any contractor with whom it has contracted for the performance of work on the Home or otherwise pursuant to the Agreement and/or these CC&Rs carries workers' compensation insurance as required by law.

**[7. Deed of Trust.** Performance under these CC&Rs is secured by that certain Deed of Trust with Assignment of Rents (Short Form) executed by Developer in favor of City and recorded against the Home in the Official Records of Riverside County concurrently with these CC&Rs.] **[Use this provision if a City Acquisition Loan is provided.]**

**OR**

**[7. Option Agreement.** Default by Developer under these CC&Rs is an event which triggers City's Option to acquire the Home from Developer under that certain Option Agreement executed by Developer in favor of City and recorded against the Home in the Official Records of Riverside County concurrently with these CC&Rs.] **[Use this provision if a City Acquisition Loan is NOT provided.]**

**8. Covenants against Discrimination.** There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of these CC&Rs, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises which are the subject of these CC&Rs. The foregoing covenants shall run with the land.

**9. Right of Entry.** For the purpose of assuring compliance with these CC&Rs, representatives of the City shall have the right of access to the Home, without charges or fees, at normal construction hours during the period of work for the purposes of these CC&Rs, including, but not limited to, the inspection of the rehabilitation work being performed, so long as such City representatives comply with all applicable laws during such entry. City shall hold the Developer harmless from any bodily injury or related damages arising out of the activities of the City at the Home. This Section shall not be deemed to diminish or limit any rights the City may have by operation of law irrespective of the Agreement.

**10. General Provisions.**

a. Paragraph Headings. The paragraph headings used in these CC&Rs are for purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of these CC&Rs.

b. Notices. Any notice, demand, approval, consent, or other communication required or desired to be given under these CC&Rs shall be in writing and shall be either personally served, mailed in the United States mails, certified, return receipt requested, postage prepaid, addressed to the party to be served, at the address for that party set forth below or such other address given by that party by notice under the provisions of this Section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or three (3) business days following mailing as aforesaid.

To Developer : \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

To City: City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

c. Binding Effect. The terms, covenants and conditions of these CC&Rs shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees.

d. California Law. These CC&Rs shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such laws.

e. Time of the Essence. Time is of the essence of each and every provision of these CC&Rs.

f. Counterparts. These CC&Rs may be signed by the parties hereto in duplicate counterparts which together shall constitute one and the same agreement between the parties and shall become effective at such time as both of the parties shall have signed such counterparts.

g. Attorneys' Fees. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, expert witness fees, costs and expenses incurred in connection with the prosecution or defense of such action, including appeal and/or enforcement of a judgment.

h. Computation of Time. All periods of time referred to in these CC&Rs shall include all Saturdays, Sundays and state or national holidays, unless the period of time is specified as business days (which shall not include Fridays, Saturdays, Sundays or state or national holidays), provided that if the date or last date to perform any act or give any notice with respect to these CC&Rs shall fall on a Friday, Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Friday, Saturday, Sunday or state or national holiday.

i. Third Party Beneficiaries. Except for the Agency, which is deemed to be an intended third party beneficiary of these CC&Rs, there are no third party beneficiaries with respect to any provisions of these CC&Rs.

j. Definition of Terms. Terms not otherwise defined in these CC&Rs are defined in the Agreement.

**IN WITNESS WHEREOF**, these Conditions, Covenants and Restrictions are executed by the parties hereto as of the date first above written.

**DEVELOPER :**

\_\_\_\_\_

By:\_\_\_\_\_

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

Title:\_\_\_\_\_

By:\_\_\_\_\_

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

Title:\_\_\_\_\_

**CITY:**

**CITY OF MORENO VALLEY**, a California municipal corporation

By:\_\_\_\_\_

Michelle Dawson, Assistant City Manager for  
Henry Garcia, City Manager

**ATTEST:**

\_\_\_\_\_  
Jane Halstead, City Clerk

**EXHIBIT A TO ATTACHMENT NO. 5**

**LEGAL DESCRIPTION**

**[To be inserted.]**

ATTACHMENT NO. 6

INCOME VERIFICATION WORKSHEET

Part I -- General Information

- 1. Home Address: \_\_\_\_\_
- 2. Name of Potential Homebuyer: \_\_\_\_\_

Part II – Affidavit of Potential Homebuyer

1. I, \_\_\_\_\_, and I, \_\_\_\_\_, as applicants for Purchase of a Home at the above-described address, do hereby represent and warrant as follows:

A. (My/Our) gross income (anticipated total annual income) **does not exceed fifty percent (50%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and annually published by the United States Department of Housing and Urban Development. (I/We) understand that the applicable income limit is \$\_\_\_\_. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a purchase agreement for the Home or the date on which (I/we) will initially occupy such Home, whichever is earlier.

\_\_\_\_\_  
 Tenant(s)' Initials

B. (My/Our) gross income (anticipated total annual income) exceeds eighty percent (80%) but **does not exceed one hundred twenty percent (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and annually published by the United States Department of Housing and Urban Development. (I/We) understand that the applicable income limit is \$\_\_\_\_. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a purchase agreement for the Home or the date on which (I/we) will initially occupy such Home, whichever is earlier.

\_\_\_\_\_  
 Tenant(s)' Initials

C. (My/Our) gross income (anticipated total annual income) **exceeds one hundred twenty (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and annually published by the United States Department of Housing and Urban Development. (I/We) understand that the applicable income limit is \$\_\_\_\_. The



following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a purchase agreement for the Home or the date on which (I/we) will initially occupy such Home, whichever is earlier.

\_\_\_\_\_  
 Tenant(s)' Initials

2. Tenants qualifying as A and B, above, must complete the following:

**Monthly Gross Income**  
**(All Sources of Income of All Adult Household Members Must be Listed)**

Source	Head of Household	Co-Tenants	Total
Gross amount, before payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses			
Interest and/or dividends			
Net income from business or from rental property			
Social security, annuities, insurance policies, pension/retirement funds, disability or death benefits received periodically			
Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay			
Alimony, child support, other periodic allowances			
Public assistance, welfare payments			
Regular pay, special pay and allowances of members of Armed Forces			
Other			

Total: \_\_\_\_\_

Total (from Table on previous page) x 12 \_\_\_\_\_ = Gross Annual Household Income

Note: The following items are **not** considered income: casual or sporadic gifts; amounts specifically for or in reimbursement of medical expenses; lump sum payments such as inheritances, insurance payments (including payments under health and accident insurance and worker’s compensation), capital gains and settlement for personal or property losses; educational scholarships paid directly to the student or educational institution; government benefits to a veteran for education; special pay to a serviceman head of family away from home and under hostile fire; foster child care payments; value of coupon allotments for purpose of food under Food Stamp Act of 1964 which is in excess of amount actually charged the eligible household; relocation payments under Title II of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; payments received pursuant to participation in the following programs: VISTA, Service Learning Programs, and Special Volunteer Programs, SCORE, ACE, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience.

3. This affidavit is made with the knowledge that it will be relied upon by the City of Moreno Valley to determine maximum income for eligibility and (I/we) warrant that all information set forth in this document is true, correct and complete and based upon information (I/we) deem reliable and that the estimate contained in paragraph 1 and the information contained in paragraph 2 of this Part II is reasonable and based upon such investigation as the undersigned deemed necessary.
4. (I/We) will assist the City of Moreno Valley in obtaining any information or documents required to verify the statements made in this Part II and have attached hereto copies of (my/our) federal income tax return for most recent tax year in which a return was filed (past two years federal income tax returns for self-employed persons).
5. (I/We) acknowledge that (I/we) have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of (my/our) agreement with the City of Moreno Valley in connection with our purchase of the Home and will additionally enable the City of Moreno Valley to initiate and pursue all applicable legal and equitable remedies with respect to the unit and to me/us.

(I/We) do hereby swear under penalty of perjury that the foregoing statements are true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

**INCOME VERIFICATION**  
**(for employed persons)**

The undersigned employee has applied to purchase a Home located in the City of Moreno Valley pursuant to the City of Moreno Valley Acquisition, Rehabilitation, and Resale Program (“ARR Program”) adopted pursuant to the Neighborhood Stabilization Program (“NSP”) enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (approved July 2010). Every income statement of a prospective homebuyer must be stringently verified. Please indicate below the employee’s current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages	_____
Overtime	_____
Bonuses	_____
Commissions	_____
Total current income	_____

I hereby certify that the statements above are true and complete to the best of my knowledge.

_____	_____	_____
Signature	Date	Title

I hereby grant you permission to disclose my income to \_\_\_\_\_ in order that they may determine my income eligibility for purchase of a Home pursuant to the City of Moreno Valley ARR Program.

_____	_____
Signature	Date

Please send to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**INCOME VERIFICATION**  
**(for self-employed persons)**

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT NO. 7**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attn: City Manager

APN: \_\_\_\_\_

This document is exempt from payment of a recording fee pursuant to government Code Sections 6103 and 27383.

**CERTIFICATE OF COMPLETION**

This **CERTIFICATE OF COMPLETION** (“Certificate”) is hereby made as of \_\_\_\_\_, 20\_\_, by the **CITY OF MORENO VALLEY**, a California municipal corporation (“City”), in favor of \_\_\_\_\_, a California \_\_\_\_\_ (“Developer”).

**RECITALS**

A. City and Developer have entered into a Housing Acquisition, Rehabilitation, and Resale Participation Agreement dated as of \_\_\_\_\_, 20\_\_ (“Agreement”), which Agreement provides for the acquisition, rehabilitation, and resale by Developer of a residence located on certain real property situated in the City of Moreno Valley, California, and more particularly described on Exhibit A attached hereto and made a part hereof by this reference (“Rehabilitation of the Home”). As required in the Agreement, City shall furnish Developer with a Certificate of Completion upon completion of the Rehabilitation of the Home.

B. City has conclusively determined that the Rehabilitation of the Home required by the Agreement has been satisfactorily completed.

**NOW, THEREFORE**, City hereto certifies as follows:

1. As provided in the Agreement, City does hereby certify that the Rehabilitation of the Home has been fully and satisfactorily performed and completed in accordance with the Agreement.

2. After the recordation of this Certificate, any person or entity then owning or thereafter purchasing, or otherwise acquiring any interest in the Home will not (because of such ownership, purchase, or acquisition) incur any obligation or liability under the Agreement, except that such party shall be bound by any and all of the covenants, conditions, and restrictions which survive such recordation.

3. This Certificate is not a notice of completion as referred to in Section 3093 of the California Civil Code.

4. The recitals above are incorporated in full as part of the substantive text of this Certificate.

**IN WITNESS WHEREOF**, City has executed this Certificate of Completion as of the date first set forth above.

**CITY:**

**CITY OF MORENO VALLEY**, a California municipal corporation

\_\_\_\_\_  
Michelle Dawson, Assistant City Manager for  
Henry Garcia, City Manager

**ATTEST:**

\_\_\_\_\_  
Jane Halstead, City Clerk

**APPROVED FOR RECORDING:**

**DEVELOPER :**

\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**EXHIBIT A TO ATTACHMENT NO. 7**  
**LEGAL DESCRIPTION OF THE HOME**

**[To be inserted.]**

**ATTACHMENT NO. 8**  
**HOLDING PERIOD PLAN**

**[To be inserted.]**



**HOUSING ACQUISITION, REHABILITATION, AND RESALE  
PARTICIPATION AGREEMENT**

This **HOUSING ACQUISITION, REHABILITATION, AND RESALE PARTICIPATION AGREEMENT** (“Agreement”) is entered into as of April 24, 2012 (“Date of Agreement”) by and between the CITY OF MORENO VALLEY, a California municipal corporation (“City”) and Riverside Housing Development Corporation, a California non-profit public benefit corporation (“Developer”).

**RECITALS**

A. City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program 3 (“NSP 3”) enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (approved July 2010).

B. Pursuant to the Neighborhood Stabilization Program, the City Council of Moreno Valley (“City Council”) adopted, approved, and established Guidelines (“ARR Guidelines”) for the City’s Acquisition, Rehabilitation and Resale Program (“ARR Program”) on November 25, 2008, amended April 24, 2012, which provide for the acquisition of foreclosed and vacant single-family homes, condominiums and townhomes (each, a “Home”) within the area designated in the City’s NSP Action Plan (“NSP Area”) by City and/or Developer, rehabilitation of the acquired Homes, and resale of the Homes to persons and families of very low, low, and moderate income earning not greater than one hundred twenty percent (120%) of the median income in Riverside County (as determined by the United States Department of Housing and Urban Development) (each, an “Eligible Household”) at a Resale Price (defined below) which has been approved by the City Manager of City (“City Manager”). The ARR Guidelines are incorporated herein by this reference.

C. Developer has submitted a detailed proposal and evidence of Developer’s qualifications to City and City has selected Developer to participate in City’s ARR Program.

D. Developer desires to participate in the ARR Program in accordance with the ARR Guidelines and all terms, provisions, and restrictions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and conditions contained herein, City and Developer hereby agree as follows:

**I. DEFINITIONS**

A. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth in this Section I.

1. **Agreement.** Agreement means this Housing Acquisition, Rehabilitation, and Resale Participation Agreement between City and Developer.

2. **ARR Program.** ARR Program means City’s Acquisition, Rehabilitation and Resale Program, pursuant to which City and/or Developer shall acquire Homes within the City’s NSP 3 Area in order for Developer to rehabilitate and resell such acquired Homes to Eligible Households at a Resale Price which has been approved by the City Manager.

**ATTACHMENT D**

3. **ARR Guidelines.** ARR Guidelines means the Guidelines adopted by the City Council on November 25, 2008, amended April 24, 2012, to implement the City's NSP.

4. **CC&Rs.** CC&Rs means Covenants, Conditions, and Restrictions in substantially the form attached hereto as Attachment No. 5 and incorporated herein, which shall be executed by Developer and recorded against the Home in the Official Records of Riverside County concurrently with the close of the Developer Escrow, as set forth in Section III.E.

5. **Certificate of Completion.** Certificate of Completion means a certificate in substantially the form attached hereto as Attachment No. 7 and incorporated herein, evidencing that the rehabilitation of the Home has been completed to the satisfaction of City.

6. **City.** City means the City of Moreno Valley, a California municipal corporation.

7. **City Acquisition Loan.** City Acquisition Loan means a loan made by City to Developer, using NSP funds obtained by the City, to assist with the acquisition of a Home by Developer as described in Section III.C.

8. **City Manager.** City Manager means the Manager of City or his designee.

9. **City Council.** City Council means the City Council of City.

10. **Correction Notice.** Correction Notice means a notice that may be provided by City to Developer in the event City is not satisfied with the progress or quality of the rehabilitation work at a particular Home as described in Section IV.E.1 or with respect to any nuisance or City Municipal Code violation at a Home or other failure to comply with or perform in accordance with the CC&Rs, the Holding Period Plan, or this Agreement, as described in Section VI.B.

11. **Date of Agreement.** Date of Agreement means the date set forth in the first paragraph of this Agreement.

12. **Deed of Trust.** Deed of Trust means a deed of trust in substantially the form of the Deed of Trust with Assignment of Rents (Short Form) attached as Attachment No. 3 and incorporated herein, which shall be executed by Developer for the benefit of City and recorded against each Home to secure Developer's obligations under the Promissory Note and the CC&Rs.

13. **Developer Fee.** Developer Fee means a fee of up to Sixteen Thousand Dollars (\$16,000) which may be received by Developer in connection with the acquisition, rehabilitation, and resale of each Home, subject to City Manager's approval.

14. **Developer.** Developer means as defined in the ARR Guidelines.

15. **Developer Escrow.** Developer Escrow means the escrow for City's conveyance of the Home to Developer.

16. **Eligible Household.** Eligible Household means one or more persons or family (ies) of very low, low, or moderate income earning not greater than one hundred twenty percent (120%) of the median income in Riverside County (as determined by the United States

Department of Housing and Urban Development) that is approved by the City to acquire rehabilitated Homes from Developer pursuant to the ARR Program.

17. **Final Rehabilitation Report.** Final Rehabilitation Report means a report to be submitted by Developer to City upon completion of the rehabilitation of each Home, which shall include detailed information regarding the actual, final Rehabilitation Costs incurred with respect to the Home, the actual Scope of Rehabilitation performed at the Home, actual profit and overhead paid to contractors and subcontractors, and all approved change orders.

18. **Holding Period.** Holding Period means the entire period of time beginning upon the close of the Developer Escrow and continuing through the close of the Homebuyer Escrow.

19. **Holding Period Plan.** Holding Period Plan means the plan submitted by Developer to City which sets forth Developer's maintenance obligations with respect to each Home and which is attached hereto as Attachment No. 8 and incorporated herein.

20. **Home.** Home means those certain foreclosed and vacant single-family homes, condominiums and townhomes located in the City's NSP Area that are selected by City and Developer for acquisition, rehabilitation, and resale pursuant to the ARR Program.

21. **Homebuyer Escrow.** Homebuyer Escrow means the escrow for the resale of the Home by Developer to an approved Eligible Household.

22. **Homebuyer Deed of Trust.** Homebuyer Deed of Trust means a deed of trust (in a form approved by the City Manager) to be executed by each Eligible Household that receives assistance through the City's ARR Program or Down Payment Assistance Program.

23. **Homebuyer Promissory Note.** Homebuyer Promissory Note means a promissory note (in a form approved by the City Manager) to be executed by each Eligible Household that receives assistance through the City's ARR Program or Down Payment Assistance Program.

24. **Initial Offer.** Initial Offer means the initial offer to be submitted by Developer to the current owner of a Home that has been approved for acquisition by City. The Initial Offer must be pre-approved by the City Manager and must include each and every condition set forth in Section III.B.2.

25. **Initial Proposal.** Initial Proposal means the initial proposal to be submitted by Developer to City with respect to each Home proposed to be acquired by Developer pursuant to the ARR Program. Each Initial Proposal must include all information described in Section III.B.1.

26. **NSP 3.** NSP 3 means the Neighborhood Stabilization Program enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (approved July 2010).

27. **NSP 3 Area.** NSP 3 Area means that certain area designated within the City's NSP 3 Action Plan within which Homes may be acquired, as described in the ARR Guidelines.

28. **Option.** Option means an option to purchase a Home upon certain specified events, which shall be granted by Developer to City with respect to each Home for which no City Acquisition Loan is provided by City, as described in Section III.D. and the Option Agreement.

29. **Option Agreement.** Option Agreement means an agreement in substantially the form attached hereto as Attachment No. 4 and incorporated herein, pursuant to which Developer shall grant an Option to City with respect to each Home for which no City Acquisition Loan is provided by City, as described in Section III.D. and the Option Agreement.

30. **Project Cost.** Project Cost means the actual Rehabilitation Cost, property management cost, Developer Fee, costs for appraisals, costs for lead-based paint and asbestos testing, and resale costs with respect to each Home.

31. **Promissory Note.** Promissory Note means a promissory note in substantially the form of the Developer Promissory Note attached as Attachment No. 2 and incorporated herein, which shall be executed by Developer in favor of City in order to evidence Developer's obligations under each City Acquisition Loan.

32. **Regulatory Agreement.** Regulatory Agreement means a regulatory agreement in a form approved by the City Manager, which shall be executed by each Eligible Household and recorded against each Home concurrently with the close of the Homebuyer Escrow and which shall restrict the ownership, occupancy, and resale of each Home to Eligible Households that have been pre-approved by City in writing for a term of not fewer than fifteen (15) years from the date the Home is conveyed to the Eligible Household.

33. **Rehabilitation Budget.** Rehabilitation Budget means a budget for the proposed Scope of Rehabilitation, including a line item breakdown of all anticipated Rehabilitation Costs.

34. **Rehabilitation Cost.** Rehabilitation Cost means the estimated cost to complete all required rehabilitation at a Home, as set forth in the approved Scope of Rehabilitation and Rehabilitation Budget for that Home.

35. **Resale Price.** Resale Price means the price to be paid by an Eligible Household to Developer to acquire a rehabilitated Home pursuant to the ARR Program.

36. **Scope of Rehabilitation.** Scope of Rehabilitation means a written breakdown of the rehabilitation work to be performed at a Home, including all asbestos and/or lead based paint control or abatement actions, based on inspections and evaluations of the Home conducted by Developer and City, to be prepared by Developer for submission to and approval by City. The Scope of Rehabilitation must include rehabilitation work with a value of not less than Fifteen Thousand Dollars (\$15,000).

37. **Term.** Term is defined in Section II.E.1.

38. **Updated Proposal.** Updated Proposal means an update to the Initial Proposal, which shall be submitted by Developer to City upon completion of all inspections of a Home as required by Section III.B.4. Each Updated Proposal must include all information described in Section III.B.5.

## II. SUBJECT OF AGREEMENT

**A. Purpose of Agreement.** The purpose of this Agreement is to effectuate the City's ARR Program by providing for the acquisition of Homes by City and/or Developer , conveyance of certain Homes acquired by City to the Developer , rehabilitation of Homes by Developer , and resale of the rehabilitated Homes to Eligible Households at a Resale Price that complies with the ARR Guidelines and is pre-approved by the City Manager. The acquisition, rehabilitation, and resale of Homes to Eligible Households pursuant to this Agreement is in the vital and best interests of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws.

**B. Compliance with Law and ARR Guidelines.** In implementing and carrying out Developer 's obligations under this Agreement, Developer shall at all times comply with all applicable federal, state, and local laws, rules and regulations, including the NSP 3. In addition, Developer shall at all times comply with the ARR Guidelines as approved by the City Council.

**C. Parties to the Agreement.**

1. **City.** City is a California municipal corporation. City's principal office and mailing address for purposes of this Agreement is 14177 Frederick Street, Moreno Valley, California, 92552 Attention: Economic Development Director. As used in this Agreement, "City" includes the City of Moreno Valley and any assignee of or successor to its rights, powers and responsibilities hereunder.

2. **Developer .** Developer is licensed to do business in the State of California.

3. **Prohibition against Change in Ownership, Management and Control of Developer .** The qualifications and identity of Developer are of particular concern to the City. It is because of those qualifications and identity that City has entered into this Agreement with Developer . No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

The Developer shall not assign all or any part of this Agreement or any rights hereunder without the prior written approval of City, which approval may be granted, withheld or denied in the City's sole and absolute discretion. In the event City approves a transfer or assignment of this Agreement or any part hereof: (1) the assignee shall expressly assume the obligations of Developer pursuant to this Agreement in an assignment and assumption agreement in a form satisfactory to City; (2) the original Developer shall remain fully responsible for the performance and liable for the obligations of the Developer pursuant to this Agreement; and (3) any guarantees provided to assure the performance of the Developer 's obligations under this Agreement shall remain in full force and effect. In the absence of specific written approval by the City, no such transfer, assignment or approval by the City shall be deemed to relieve the Developer or any other party from any obligation under this Agreement.

All of the terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of Developer and the permitted successors and assignees of the Developer . Whenever the term "Developer " is used herein, such term shall include any permitted successors and assignees as herein provided. The restrictions of this Section II.C.3. shall terminate

and be of no further force and effect upon completion of all obligations of Developer under this Agreement.

**D. Non-Exclusive Agreement.** This Agreement does not represent an exclusive arrangement between City and Developer . City retains all rights to contract with other persons or entities for the performance of the same or similar services as those to be performed by Developer hereunder (or to perform such services itself) at any time, whether pursuant to the ARR Program or otherwise, and City shall have no obligation to select Developer to perform services described in this Agreement with respect to any particular Home or any specific number of Homes.

**E. Term of Agreement; Termination.**

**1. Term.** The provisions of this Agreement shall remain in effect for an initial term beginning on the Date of Agreement and continuing through June 30, 2013 (“Term”). The Term of this Agreement may be extended for five (5) additional one (1)-year periods by written agreement of City Manager and Developer .

**2. Termination without cause.** This Agreement may be terminated by either party, with or without cause, by written notice to the other party and such termination shall be immediately effective as of the date such termination notice is received (or deemed received) by the other party except that (a) this Agreement shall continue in effect with respect to any Home(s) acquired by Developer pursuant to this Agreement through the date the Homebuyer Escrow for such Home(s) closes, unless Developer is in default under this Agreement and City has initiated foreclosure proceedings pursuant to the Deed of Trust or exercised the Option to acquire the Home under the Option Agreement and (b) the covenants of Developer with respect to indemnification, insurance, and warranty of the rehabilitation work shall continue in full force and effect as set forth in this Agreement

**3. Termination for cause.** Either party may unilaterally terminate this Agreement upon a default by the other party which is not cured within the time set forth herein; provided, no such termination shall affect Developer ’s indemnification, insurance, and warranty obligations set forth herein.

**III. ACQUISITION OF HOMES**

**A. Homes Acquired by City.** City may, on its own initiative and without first consulting with Developer , acquire Homes within the City (and specifically within the NSP Area) for rehabilitation and resale pursuant to the ARR Program. Homes acquired by City shall be subject to the Rehabilitation Proposal process described in the ARR Guidelines. Developer shall, subject to the other terms of this Agreement, upon acquisition of a Home by the City and receipt of notice from the City that Developer has been selected to rehabilitate and resell the Home pursuant to the Rehabilitation Proposal Process, immediately acquire the Home from the City and thereafter diligently cause the rehabilitation and resale of the selected Home in accordance with the terms of this Agreement and the ARR Guidelines.

**B. Homes Acquired by Developer .** Homes to be acquired by Developer for rehabilitation and resale pursuant to this Agreement must be pre-approved in writing by the City Manager as set forth below and in the ARR Guidelines. It is the express intent of the parties hereto that the Developer will attempt to acquire those Homes within the City which evidence the highest

degrees of blight and are most in need of redevelopment, and the City's approval of each Home will be based in part upon satisfaction of this goal.

1. **Initial Proposal.** When Developer locates a foreclosed and vacant Home in the NSP Area that Developer believes is a good candidate for participation in the ARR Program, Developer shall submit an Initial Proposal to City which shall include the following information:

- (a) the address and general location of the Home;
- (b) the current owner of the Home;
- (c) the purchase price being requested by the current owner;
- (d) the Initial Offer that Developer proposes to submit to the current owner;
- (e) a general description of the rehabilitation work that Developer expects to perform at the Home and the estimated cost of such work;
- (f) the proposed Developer Fee to be charged with respect to the Home; and
- (g) the estimated Resale Price that Developer expects to receive for the Home upon resale to an Eligible Household.

City shall review and approve, conditionally approve, or disapprove the Initial Proposal submitted by Developer within fifteen (15) calendar days of receipt of a complete Initial Proposal from Developer. If City approves (or conditionally approves and Developer consents to the conditions) the Initial Proposal, then Developer shall promptly proceed to make an Initial Offer to purchase the Home as set forth below.

2. **Initial Offer to Purchase.** When City has approved Developer's proposal to acquire a specified Home, Developer shall submit an Initial Offer to purchase the Home to the current owner of the Home. The Initial Offer (and each and every subsequent offer) must first be approved by City, must include notice that neither the City nor any entity affiliated with the City intends to use its condemnation powers to acquire the Home, and must expressly provide that the offer is conditional and contingent upon each of the following:

- (a) approval by the City Manager of the terms of the final purchase agreement, including the purchase price;
- (b) verification that the final purchase price for the Home is at least one percent (1%) lower than the current fair market value of the Home, as shown by a HUD-certified appraisal; and
- (c) approval by the City Manager of the results of an interior and exterior inspection of the Home.

3. **Appraisal of Home.** Immediately upon Developer 's submission of the Initial Offer, City shall initiate preparation of an appraisal by a HUD-certified appraiser to determine the current fair market value of the Home. City shall pay the cost of the appraisal.

4. **Inspection of the Home.** Once the current owner of a Home has accepted the Initial Offer or any subsequent offer to purchase the Home, Developer shall conduct an inspection of the interior and exterior of the Home. City shall conduct a detailed asbestos and/or lead based paint assessment of the Home if determined to be necessary by City Manager, in his sole discretion.

5. **Updated Proposal.** Upon completion of the inspections of the Home as provided in Section III.B.4. above, Developer shall provide City with an Updated Proposal, which supplements and updates the Initial Proposal and includes all of the following information:

- (a) a proposed Scope of Rehabilitation for the Home;
- (b) the estimated Rehabilitation Cost for the Home;
- (c) a Rehabilitation Budget with respect to the Home;
- (d) an estimate of property management costs with respect to the Home;
- (e) the proposed Developer Fee to be charged by Developer along with an explanation of the reason for any change in the amount of the Developer Fee from the fee set forth in the Initial Proposal submitted with respect to the Home;
- (f) estimated costs in connection with the resale of the Home (such as escrow and title fees); and
- (g) the estimated Resale Price for the Home.

The City Manager shall either approve, disapprove, or conditionally approve the Updated Proposal within fifteen (15) calendar days of a complete submission by Developer .

6. **Final Offer.** City shall approve or disapprove the acquisition of a specified Home based on an analysis of the proposed purchase price (as accepted by the seller), the results of the HUD certified appraisal, the Scope of Rehabilitation, estimated Project Cost, the expected post-rehabilitation Resale Price, the City's goal to recapture 100% of the NSP funds expended with respect to the Home, and the requirements of the NSP that all properties acquired using NSP funds be acquired at an average discount of one percent (1%) below the current fair market value of such properties.

C. **City Acquisition Loan; Deed of Trust.** Developer may elect to acquire an approved Home using Developer 's own funds, a private loan (subject to City Manager's reasonable approval of the terms thereof), or, to the extent the City has funds available, a City Acquisition Loan. Each City Acquisition Loan shall accrue no interest (except in the event of default) and be repaid in its entirety within one hundred eighty (180) calendar days; provided that Developer may request an extension of up to ninety (90) additional calendar days, which request may be approved or disapproved by the City Manager, in his sole and absolute discretion. In the event a City Acquisition Loan is not repaid within one hundred eighty (180) calendar days (or as otherwise extended with



City's approval) or the Developer is otherwise in default under this Agreement, the City Acquisition Loan shall accrue ten percent (10%) interest. The City Acquisition Loan shall be evidenced by a Promissory Note in substantially the form of the Developer Promissory Note attached hereto as Attachment No. 2 and incorporated herein and shall be secured by a Deed of Trust in substantially the form of the Deed of Trust with Assignment of Rents (Short Form) attached hereto as Attachment No. 3 and incorporated herein. The Deed of Trust shall be recorded against the applicable Home concurrently with the close of the Developer Escrow as described in Section III.F. below.

**D. Option Agreement.** With respect to Homes for which no City Acquisition Loan is provided, Developer and City shall enter into an Option Agreement in substantially the form attached hereto as Attachment No. 4 and incorporated herein. Pursuant to the Option Agreement, Developer shall grant the City an Option to purchase the applicable Home for an "Option Price" equal to the sum of the purchase price paid by Developer to acquire the Home and the Rehabilitation Costs actually incurred by Developer to rehabilitate the Home, in accordance with the Scope of Rehabilitation and the Rehabilitation Budget approved by the City. The Option Agreement shall provide that City may exercise the Option upon the occurrence of one or more of the following events: (i) a default by Developer under this Agreement which is not cured within the time set forth herein, (ii) failure by Developer to satisfactorily rehabilitate the Home or re-sell the Home to an approved Eligible Household within the time required by this Agreement, or (iii) a violation of the CC&Rs. The Option Agreement shall be recorded against the applicable Home concurrently with the close of the applicable Developer Escrow.

**E. CC&Rs.** Concurrently with the close of each Developer Escrow, City shall record the CC&Rs (in a form executed by Developer ) against the Home in the Official Records of Riverside County, California. The CC&Rs shall restrict sale, ownership, and occupancy of the Home to Eligible Households that have been approved by the City purchasing the Home at a Resale Price approved by the City and require Developer to rehabilitate the Home in accordance with the Scope of Rehabilitation and Rehabilitation Budget and maintain and secure the Home in accordance with the Holding Period Plan.

**F. Acquisition of All Homes by City; Developer Escrow.** Title to all Homes to be acquired, rehabilitated, and resold by Developer pursuant to the ARR Program shall first be acquired by City and reconveyed to Developer pursuant to concurrent escrows (or, in the case of Homes initially selected, inspected, and acquired separately by City, a separate and later escrow). Concurrently with the close of each Developer Escrow, City and Developer shall cause the Deed of Trust or the Option Agreement, as applicable, and the CC&Rs to be recorded against the Home in the Official Records of Riverside County in a position prior and senior to any and all monetary liens or encumbrances against the Home other than liens for acquisition and/or rehabilitation financing that are approved by City Manager in his sole and absolute discretion. City and Developer shall execute such escrow instructions and other documents as may be necessary to accomplish the foregoing. City shall select the escrow and title company(ies) to be used in connection with each Developer Escrow.

#### **IV. REHABILITATION OF HOMES**

**A. Rehabilitation Work.** Developer shall rehabilitate each selected Home in accordance with the approved Scope of Rehabilitation, Rehabilitation Budget, the NSP, the ARR Guidelines, the Minimum Rehabilitation Standards established by City pursuant to the ARR Guidelines, the City Municipal Code, all applicable federal, state, and local laws, and the plans and

specifications approved in writing by the City. Any violations of the City's building code, including illegal room additions and all health and safety concerns, shall be remedied by the rehabilitation and the work necessary to remedy such conditions shall be included in the Scope of Rehabilitation and the Rehabilitation Budget. Developer shall use reasonable, good faith efforts to incorporate rehabilitation work into the Scope of Rehabilitation for each Home that will increase the energy efficiency at the Homes. Developer shall obtain all required City building permits prior to commencing any rehabilitation work.

**1. Change Orders.** All changes to the approved Scope of Rehabilitation, Rehabilitation Cost, Rehabilitation Budget, and/or plans and specifications for the rehabilitation of a Home must be approved in writing by City Manager before any such changes are implemented. City Manager shall have four (4) business days (defined as Monday through Thursday, excluding holidays) to approve or deny each and every change order. Changes to the Scope of Rehabilitation, Rehabilitation Cost, Rehabilitation Budget, and/or plans and specifications for the rehabilitation of a Home without the prior written approval of the City Manager shall constitute a default under this Agreement and the ARR Guidelines resulting in City's option to accelerate repayment of the City Acquisition Loan or exercise the City's Option to acquire the Home under the Option Agreement, as applicable.

**2. Warranty of Rehabilitation Work.** Developer shall provide a one year warranty for all rehabilitation work performed at each Home. Developer may purchase, at its own expense, a retail home warranty on behalf of the Eligible Household selected to purchase each Home. Developer shall repair and correct any item included in the approved Scope of Rehabilitation that is defective and/or breaks within one year of completion of the Rehabilitation, unless the damage is caused by the Eligible Household's negligence or included within the scope of coverage in a retail home warranty paid for by Developer (and the damage is actually repaired under such retail home warranty coverage).

**B. Rehabilitation Costs.** Developer is responsible for paying any and all Rehabilitation Costs incurred in connection with the rehabilitation of each Home pursuant to the ARR Program, including costs for contractor and subcontractor profit and/or overhead and change orders. Developer may obtain a loan from a financial institution or a private party or may fund the Rehabilitation Costs directly. All rehabilitation financing obtained by Developer (including interest rate and costs) shall be subject to reasonable terms and lending practices and the prior written approval of the City Manager. If Developer directly funds Rehabilitation Costs, Developer may charge reasonable interest and other loan costs pursuant to existing market conditions, subject to the approval of the City Manager. Rehabilitation loans may be placed in first position, senior to the City Acquisition Loan, subject to the approval of the City Manager.

**C. Contractors and Subcontractors.** Before any rehabilitation work may commence, Developer shall provide City with a list of any and all general contractors and/or subcontractors expected to perform rehabilitation work at each Home along with information regarding the qualifications and financial strength of all contractors on the list reasonably sufficient to enable City to evaluate the ability of such contractors to perform the anticipated rehabilitation work and City shall approve or disapprove such list of contractors within fifteen (15) calendar days of receiving the list of contractors and all other required information from Developer. Developer shall provide notice to City not later than seven (7) calendar days prior to making any changes to the list of contractors performing rehabilitation work at the Homes; City shall approve or deny such changes within five (5) calendar days of receiving such notice and sufficient information regarding any

contractors to be added to the list of contractors to enable City to evaluate their qualifications and financial strength. All contractors and sub-contractors performing work at a Home must have a California contractor license in good standing, all required workers compensation insurance and shall comply with such other reasonable requirements as may be imposed by City. Developer shall manage and oversee the rehabilitation work performed by all contractors. Developer shall use reasonable efforts to contract with contractors, subcontractors, and other skilled labor located in the City or within fifteen (15) miles of the City for the performance of rehabilitation work at the Homes.

**D. Compliance with Laws.** The rehabilitation shall comply with all applicable federal, state, and local laws, including without limitation the following:

1. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and the implementing regulations set forth at 24 C.F.R. part 135. Developer shall coordinate and consult with the City's HUD representative to ensure compliance with the provisions of Section 3.

2. Title X of the 1992 Housing and Community Development Act, 42 U.S.C. Section 4800, *et seq.* and the implementing regulations set forth at 24 C.F.R. part 35, subparts A, B, J, K, and R.

3. To the extent such requirements are applicable to the rehabilitation work to be performed at a particular Home, the Davis Bacon Act, 40 U.S.C. Section 3141, *et seq.*, and the regulations promulgated thereunder set forth at 29 C.F.R. Part 1 and/or California Labor Code Section 1720, *et seq.*

**E. Inspections.**

**1. Periodic Inspections.** City may at any time inspect and evaluate the progress and quality of the rehabilitation at each Home. If City is not satisfied that the rehabilitation is proceeding in accordance with the time schedule set forth in Section IV.G., that the quality of the rehabilitation conforms to the approved Scope of Rehabilitation and approved plans and specifications, or that the actual cost of the rehabilitation will comply with the approved Rehabilitation Costs as set forth in the Rehabilitation Budget, the City shall issue a Correction Notice to Developer and Developer shall cure all deficiencies noted in the Correction Notice within seven (7) calendar days from the date of the Correction Notice (or such longer period of time as may be approved by the City Manager, in his sole and absolute discretion). Developer shall be fully responsible for all costs incurred to cure the deficiencies set forth in the Correction Notice. If Developer does not adequately address and cure all deficiencies set forth in the Correction Notice within the time set forth herein, City shall have the right to cure such deficiencies and either: (1) add the cost of such cure to the principal balance of the City Acquisition Loan or (2) if no City Acquisition Loan has been provided with respect to the applicable Home, to obtain reimbursement of such costs from the Resale Price paid by the Eligible Household upon the close of the Homebuyer Escrow; repayment of the City's costs incurred to cure any deficiencies identified in a Correction Notice shall have priority over the Developer's claim to the proceeds of the Resale Price, including the Developer Fee.

**2. Final Inspection.** Developer shall notify City in writing within two (2) calendar days of completing the rehabilitation work at a Home. Within seven (7) calendar days of receiving such notice, City will conduct a final inspection of the Home to ensure that the

rehabilitation has been satisfactorily completed in accordance with the approved Scope of Rehabilitation, the approved plans and specifications, and any approved change orders. City will issue Correction Notices for any items included within the Scope of Rehabilitation, plans and specifications, or approved change orders that have not been completed to the satisfaction of and approved by the City Manager and the City's Building Division. Upon approving the rehabilitation work, City shall issue a Certificate of Completion in substantially the form attached hereto as Attachment No. 7 and incorporated herein, evidencing that the rehabilitation of the Home has been satisfactorily completed.

**F. Final Rehabilitation Report.** Within seven (7) calendar days after the rehabilitation work has been approved by City but in no event later than thirty (30) calendar days prior to close of the Homebuyer Escrow, Developer shall provide City with a Final Rehabilitation Report. City shall accept or reject the Final Rehabilitation Report submitted by Developer within seven (7) calendar days of receiving the complete, detailed Final Rehabilitation Report. If City rejects the Final Rehabilitation Report it shall provide Developer with a written explanation of the reasons for the rejection and Developer shall revise the Final Rehabilitation Report based on the direction provided by City. The Home may not be resold by Developer until the Final Rehabilitation Report is approved by City.

**G. Schedule of Performance.** Developer shall notify the City in writing within two (2) calendar days of commencing rehabilitation at a Home. Developer shall commence the rehabilitation of a Home within thirty (30) calendar days after acquiring title to the Home. Developer shall complete the rehabilitation work within sixty (60) calendar days after commencement of the rehabilitation (and not later than ninety (90) days after acquiring title to the Home). City Manager, in his sole discretion, may approve extensions of the time to commence and/or complete rehabilitation. Failure to commence or complete the rehabilitation of a Home within the time set forth herein, as it may be extended in the sole and absolute discretion of the City Manager, shall constitute a default under this Agreement, the CC&Rs, and the ARR Guidelines resulting in City's option to accelerate repayment of the City Acquisition Loan or exercise the City's Option to acquire the Home under the Option Agreement, as applicable.

**H. Developer Fee.** Developer may receive a Developer Fee of up to Sixteen Thousand Dollars (\$16,000) in connection with the acquisition, rehabilitation, and resale of each Home, subject to City Manager's approval of Developer's Updated Proposal with respect to each Home (including the proposed amount of the Developer Fee). Developer shall forfeit the Developer Fee in connection with a Home if Developer fails to complete all rehabilitation work at the Home (to the satisfaction of City) and resell the Home to an Eligible Household (as approved by the City Manager) within the time set forth in Sections IV.G. and V.F., as such deadlines may be extended by the City Manager in his sole and absolute discretion, or if Developer is otherwise in default hereunder with respect to the Home in question. The Developer Fee shall be payable solely from the proceeds of the Resale Price paid by Eligible Households; City shall have no obligation to pay the Developer Fee directly to Developer.

**I. Right of Entry.** For the purpose of assuring compliance with this Agreement, representatives of the City shall have the right of access to any Home, without charges or fees, at normal construction hours during the period of work for the purposes of this Agreement, including, but not limited to, the inspection of the rehabilitation work being performed, so long as such City representatives comply with all applicable laws during such entry. City shall hold the Developer harmless from any bodily injury or related damages arising out of the activities of the City at the

Home. This Section shall not be deemed to diminish or limit any rights the City may have by operation of law irrespective of the Agreement.

## V. RESALE OF HOMES

A. **Marketing Plan.** Within seven (7) calendar days after completion of the rehabilitation of any given Home (as approved by the City Manager), Developer will cause the marketing of the Home to prospective purchasers, including causing the Home to be listed on the Multiple Listing Service. The total maximum commission payable to both the listing and the buyer's real estate agents shall not exceed 6% of the Resale Price. Developer shall use reasonable efforts to utilize Realtors located in the City or within fifteen (15) miles of the City. Developer will screen prospective purchasers for eligibility in accordance with this Agreement and the ARR Guidelines. City shall select the escrow and title company(ies) to be used in connection with each Homebuyer Escrow.

B. **Resale Price.** Developer shall obtain the City Manager's approval of the proposed listing price (Resale Price) of the Home prior to listing the Home for resale.

1. **Minimum Resale Price.** If practicable, the Resale Price must be sufficient in amount to cover all Project Costs incurred by City and Developer to acquire, hold, rehabilitate and resell the Home. In the event the actual approved Project Costs exceed the post-rehabilitation fair market value of the Home, City Manager may approve a Resale Price that is less than the Project Costs. The amount by which actual approved Project Costs exceed the Resale Price shall constitute an NSP subsidy to the Home.

2. **Maximum Resale Price.** The Resale Price for a Home shall not exceed the total approved and actually incurred Project Cost with respect to the Home. Notwithstanding the immediately preceding sentence, if the total Project Costs are less than the post-rehabilitation fair market value of a Home, the City Manager may, in his sole and absolute discretion, permit a Home to be sold at a Resale Price up to its fair market value. If a Home is resold for a Resale Price which exceeds total Project Costs for the Home, the City shall provide a silent second equity share loan for the amount by which the fair market value of the Home exceeds Project Costs and the Eligible Household shall execute a Homebuyer Promissory Note and Homebuyer Deed of Trust in favor of the City to evidence and secure such loan. The Homebuyer Deed of Trust shall be recorded against the Home at the close of the Homebuyer Escrow along with the Regulatory Agreement. The equity share loan provisions shall comply with the guidelines set forth for the City's established Down Payment Assistance Program.

C. **Approval of Resale Agreement.** When an offer to purchase a rehabilitated Home is received from an Eligible Household, Developer shall present the offer to the City Manager for consideration and the City Manager shall, within fifteen (15) calendar days of receiving a copy of the written offer from Developer, either accept the offer, reject the offer, or suggest that a counter offer be submitted to the interested homebuyer. Any counter offer or acceptance of an offer by Developer shall be made expressly subject to verification that the interested homebuyer meets all requirements of this Agreement, the ARR Guidelines, and the NSP regulations relating to acquisition of the Home. Further, any purchase and sale agreement entered into by the Developer and an interested homebuyer shall be made expressly subject to verification of the homebuyer's status as an Eligible Household and compliance with all requirements under this Agreement, the ARR Guidelines, and the NSP regulations.

**D. Eligible Household Qualifications.** Homes acquired and rehabilitated pursuant to the ARR Program may only be resold to Eligible Households.

**1. Eligible Household Requirements.** To qualify as an Eligible Household, each prospective homebuyer must be a person(s) or family that:

(a) earns 120% or less of the Riverside County area median income, as published annually by HUD;

(b) will both own and occupy the Home;

(c) will attend an eight (8) hour, HUD-certified, pre-acquisition home ownership class prior to close of the Homebuyer Escrow; and

(d) will obtain a low-risk mortgage loan, preferably at a fixed interest rate, as approved by the City Manager prior to or concurrently with close of the Homebuyer Escrow.

**2. Down Payment.** If the Eligible Household receives a loan or other assistance through the City's Down Payment Assistance Program, such Eligible Household must provide a minimum investment to be used toward the down payment or Homebuyer's non-recurring closing costs equal to three percent (3%) of the Resale Price using the Eligible Household's own funds or funds contributed by someone related to the Eligible Household.

**3. Income Verification.** Developer shall require each interested homebuyer to complete and execute the Income Verification Worksheet attached hereto as Attachment No. 6 and incorporated herein along with such other income verification questionnaires and eligibility documentation as may be reasonably requested by City. Developer shall promptly deliver all such documentation to City Manager for his review to enable a determination of whether such interested homebuyer qualifies as an Eligible Household under the ARR Program.

**E. Affordability Restrictions.**

**1. Regulatory Agreement.** Each Eligible Household shall execute a Regulatory Agreement in a form approved by the City Manager which shall restrict the ownership, occupancy, and resale of each Home to Eligible Households that have been pre-approved by City in writing for a term of not fewer than fifteen (15) years from the date the Home is conveyed to the Eligible Household. The Regulatory Agreement shall be recorded against the Home concurrently with the close of the Homebuyer Escrow.

**2. Promissory Note and Deed of Trust.** Each Eligible Household that acquires a Home for a Resale Price which is less than the Fair Market Value of the Home or receives assistance through the City's Down Payment Assistance Program shall execute a Homebuyer Promissory Note and Homebuyer Deed of Trust in favor of the City, in a form approved by the City Manager. The Homebuyer Deed of Trust shall be recorded against the Home concurrently with the close of the Homebuyer Escrow. The Homebuyer Promissory Note shall become immediately due and payable in the event the Home is sold to a purchaser that does not qualify as a pre-approved Eligible Household and shall provide for a declining equity share in favor of the City or other loan structure to protect the City's investment in the Home and such other restrictions as may be necessary or appropriate to restrict the Home to ownership and occupancy by Eligible Households

throughout the fifteen (15) year term of the Regulatory Agreement. Any resale of the Home during the fifteen (15) year term of the Regulatory Agreement shall require the prior written approval of the City Manager. If an Eligible Household continuously owns and occupies a Home and is not otherwise in default under the Homebuyer Promissory Note, the Homebuyer Deed of Trust, or the Regulatory Agreement throughout the entire fifteen (15) year term of the Regulatory Agreement, the City's loan to the Eligible Household, including all equity sharing amounts and interest, shall be forgiven in its entirety and the City shall cause the Homebuyer Deed of Trust to be reconveyed, the Homebuyer Promissory Note to be destroyed or returned to the Eligible Homebuyer, and the Regulatory Agreement to be terminated and removed from title to the Home.

**3. Compliance with Affordability Restrictions.** City will monitor compliance with the affordability and other requirements applicable to each Home on an annual basis and each Eligible Household shall cooperate with the City by responding in a prompt, complete, and honest manner to the City's inquiries regarding the ownership and occupancy of the Home, permitting the City to periodically inspect the interior and exterior of the Home, and otherwise reasonably cooperating with the City's efforts to monitor compliance with the ARR Program.

**4. Execution and Recordation of Homebuyer Agreements.** Developer shall be responsible for ensuring that each Eligible Homebuyer executes the Homebuyer Promissory Note, Homebuyer Deed of Trust, and Regulatory Agreement and that the Homebuyer Deed of Trust and Regulatory Agreement are recorded against the Home concurrently with the close of each Homebuyer Escrow. Developer shall provide the original, executed Homebuyer Promissory Note and conformed copies of the recorded Homebuyer Deed of Trust and Regulatory Agreement to City promptly upon close of such Homebuyer Escrow.

**F. Eligible Homebuyer Escrow; Schedule of Performance.** Upon approval of an Eligible Household for the purchase of a rehabilitated Home, Developer shall cause the Homebuyer Escrow to be opened with the approved prospective purchaser and will take all steps necessary to ensure a timely close of the Homebuyer Escrow, subject to compliance with the ARR Guidelines. Each Homebuyer Escrow must close within one hundred eighty (180) calendar days following Developer's acquisition of title to the applicable Home, or such longer period as may be approved in writing by City Manager, in his sole and absolute discretion, but in no event longer than two hundred seventy (270) calendar days following Developer's acquisition of title to the Home. Failure to close any Homebuyer Escrow within such period shall constitute a default under this Agreement, the CC&Rs, the City Acquisition Loan and/or the Option Agreement, as applicable, permitting City to accelerate repayment of the City Acquisition Loan or exercise the Option, as applicable, with respect to the applicable Home.

## **VI. PROPERTY MANAGEMENT DURING HOLDING PERIOD**

**A. Holding Period Plan.** Developer shall be solely responsible for the maintenance and security of each Home throughout the entire Holding Period. Developer shall maintain and secure each Home in accordance with the Holding Period Plan. City reserves the right to amend or change the Holding Period Plan as required to successfully maintain and secure the Home. Developer's maintenance obligations under the Holding Period Plan shall include (without limitation) keeping each Home free of debris, weeds, graffiti, vermin, vagrants, squatters, and other nuisance conditions. In addition, Developer shall secure each Home to ensure that squatters and the public are unable to enter the Home or obtain access to the back yard or other non-public areas of the Home. Developer shall be solely responsible for all costs incurred to maintain and secure each

Home as specified in the Holding Period Plan. In no event shall the City be liable for any such costs, nor shall City be required to reimburse Developer for any such costs incurred to maintain or secure any Home during the Holding Period.

**B. Periodic Inspections; Correction Notice.** During the Holding Period, City may inspect and enter any Home at any time and with or without first notifying Developer to verify compliance with these maintenance and security obligations. A City staff member assigned to work with Developer shall periodically inspect each Home during the Holding Period and shall issue a Correction Notice with respect to any City Municipal Code violation or other failure to comply with or perform in accordance with the Holding Period Plan. Developer shall promptly correct any nuisance conditions (whether or not specified in the Holding Period Plan) or violations of the Holding Period Plan discovered at the Home within seven (7) calendar days of receiving a Correction Notice relating to nuisances or violations of this Agreement, the CC&Rs, the City Municipal Code or the Holding Period Plan from the City or within one (1) calendar day for any serious nuisance conditions such as vagrants, squatters, or other trespassers at the Home, graffiti, significant trash or debris in visible areas, or other health or safety concerns. Developer shall be fully responsible for all costs incurred to cure all deficiencies set forth in the Correction Notice. If Developer does not adequately address and cure the deficiencies set forth in the Correction Notice within the times set forth herein, City shall have the right to cure such deficiencies and either (1) add the cost of such cure to the principal balance of the City Acquisition Loan or (2) if no City Acquisition Loan has been provided with respect to the applicable Home, to obtain reimbursement of such costs from the Resale Price paid by the Eligible Household upon the close of the Homebuyer Escrow; repayment of the City's costs incurred to cure any deficiencies identified in a Correction Notice shall have priority over Developer's claim to the proceeds of the Resale Price, including the Developer Fee.

## **VII. COVENANTS AGAINST DISCRIMINATION**

Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the rehabilitation, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Home, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Home. The foregoing covenants shall run with the land.

All deeds, leases or contracts pertaining to the Homes shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

1. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, Managers, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of



tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

2. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, Managers, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

3. In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

Notwithstanding anything herein to the contrary, all anti-discrimination covenants required by this Agreement shall remain in effect in perpetuity.

## **VIII. DEFAULTS AND REMEDIES**

**A. Defaults.** Subject to the extensions of time set forth in Section IX.G., failure or delay by any party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. The injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

### **B. Legal Actions.**

**1. Institution of Legal Actions.** In addition to any other rights or remedies hereunder, City or Developer may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Any legal actions initiated pursuant to this Agreement or otherwise with respect to this subject matter must be instituted in the Superior Court of the County of Riverside, State of California.

2. **Applicable Law.** The laws and constitution of the State of California shall govern the interpretation and enforcement of this Agreement.

3. **Acceptance of Service of Process.** In the event that any legal action is commenced by any party against another party, service of process on such party shall be made by personal service upon such party or in such other manner as may be provided by law, and shall be valid whether made within or without the State of California.

C. **Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it of other rights and remedies provided hereunder with respect to the same default or any other default.

D. **Inaction Not a Waiver of Default.** Any failures or delays by any party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive any party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

E. **Remedies.** If either Developer or City defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured or if a cure has not been commenced and is being diligently pursued to completion by the defaulting party within thirty (30) days after service of the notice of default, the defaulting party shall be liable to the other for any damages caused by such default and the non-defaulting party shall have the right to seek specific performance and any and all other remedies as are available in law or equity.

## IX. GENERAL PROVISIONS

A. **Notices, Demands and Communications Between the Parties.** Written notices, demands and communications between City and Developer shall be sufficiently given if delivered by hand (and a receipt therefor is obtained or is refused to be given) or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of City and Developer as set forth in Section II.C. (as such addresses may be changed by notice to the other party). Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

B. **Taxes, Assessments, Encumbrances and Liens.** Developer shall not place or allow to be placed on any Home or any part thereof any mortgage, trust deed, encumbrance or lien other than as expressly permitted by this Agreement and approved in advance by the City Manager in writing. Developer shall remove or cause to be removed (at Developer's sole cost and expense) any levy or attachment made on any of the Homes or any part thereof, as a result of an unpermitted mortgage, trust deed, encumbrance or lien, as well as the mortgage, trust deed, encumbrance or lien itself, or assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder.

**C. Prohibition Against Transfer of the Homes or Assignment of Agreement.**

1. Prior to the issuance by the City of a Certificate of Completion, as to any Home, Developer shall not, except as permitted by this Agreement, without the prior written approval of City, make any total or partial sale, transfer, conveyance, assignment or lease of all or any part of any such Home or the land on which such Home is situated. This prohibition shall not be deemed to prevent Developer from granting temporary or permanent easements or permits to facilitate the rehabilitation of the Homes.

2. Upon obtaining a Certificate of Completion from the City for a rehabilitated Home, the Developer shall use its best efforts to locate an Eligible Household interested in purchasing the Home at the approved Resale Price and to obtain City's approval of such Eligible Household in accordance with and subject to the restrictions set forth in this Agreement, the NSP Program regulations, and the ARR Guidelines.

3. The deed to any Eligible Household acquiring a Home shall contain the anti-discrimination clause set forth in Section VII above.

4. All Eligible Households acquiring a Home with assistance pursuant to the City's Down Payment Assistance Program shall execute a Homebuyer Promissory Note, Homebuyer Deed of Trust, and Regulatory Agreement in forms provided by the City. The Regulatory Agreement shall require that each the Home be and remain owner occupied by the Eligible Household as its principal residence and shall further require that such Home shall remain available at affordable housing costs to Eligible Households that are approved by City for a period of not less than fifteen (15) years following the close of the Homebuyer Escrow, subject to such exceptions as may be approved by the City.

**D. No Encumbrances Except Mortgages, Deeds of Trust or Sale and Lease-Back for Development.** No mortgages, deeds of trust or sales and lease-back shall be permitted before completion of the rehabilitation of the applicable Home, except for the purpose of securing loans, the proceeds of which shall be used to finance the acquisition, rehabilitation, and/or resale of a Home pursuant to the ARR Guidelines and the NSP Program. Any such financing arrangements shall require City's prior written approval. Developer shall not enter into any other conveyance or lien for financing without the prior written approval of City. The form of approval by City shall be in a writing which references this Section IX.D., executed by the City Manager.

**E. Right of City to Satisfy Other Liens On The Homes.** Prior to the completion of the rehabilitation of any given Home, and after Developer has received written notice and has failed after a reasonable time, but in any event not less than fifteen (15) days, to challenge, cure, adequately bond against, or satisfy any liens or encumbrances on a Home which are not otherwise permitted under this Agreement, City shall have the right but not the obligation to satisfy any such liens or encumbrances. In the event City pays or otherwise satisfies any such lien or encumbrance, it shall without condition be entitled to full recovery of such amounts from Developer (and if not reimbursed by Developer, City shall be entitled to reimbursement from the Resale Price paid by the Eligible Household for the Home).

**F. Conflicts of Interest; Nonliability.** No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement. No member, official or employee of City shall participate in any decision relating to the Agreement which affects his

personal interests or the interests of any corporation, ship or association in which he is directly or indirectly interested. No member, official or employee of City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or Developer, or for any amount which may become due to Developer or its successor or on any obligations under the terms of this Agreement. Developer represents and warrants that it has not paid or given, and shall not pay or give, any third party any money or other consideration for obtaining this Agreement.

**G. Enforced Delay: Extension of Times of Performance.** In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war; insurrections; floods; earthquakes; fires; casualties; acts of God; availability of materials under commercially reasonable standards; acts of the public enemy; freight embargoes; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of another party; acts or failures to act of City or any other public or governmental agency or entity (except that acts or failures to act of City shall not excuse performance by City); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer.

**H. Inspection of Books and Records.** City shall have the right at all reasonable times to inspect the books and records of Developer pertaining to any Home as pertinent to the purposes of this Agreement.

**I. Submission of Documents to City for Approval.** Whenever this Agreement requires Developer to submit any document or materials to City for approval, failure of City to approve, conditionally approve, or disapprove such document or material within the time specified shall constitute a disapproval thereof. If there is not a time specified herein for such City action, Developer may submit a letter requiring City approval or disapproval of documents or materials within thirty (30) calendar days after submission to City and failure of City to respond within such thirty (30) calendar days shall constitute a disapproval of such submission.

**J. Public Hearing Requirements.** The Parties agree that, to the extent deemed necessary by City, the parties shall cause the preparation and publication of notice and shall hold any and all public hearings that may be required in connection with City's disposition of property interests to Developer in accordance with the terms of the Agreement.

**K. Indemnification.** Developer shall defend (with counsel selected by City), indemnify and hold harmless Agency and City and their officers, officials, employees and agents from and against any and all claims, demands, damages, or liability arising from or relating to this Agreement, Developer's actions in implementation of this Agreement, or any activity, work or things done, permitted or suffered by Developer and shall further defend (with counsel selected by City), indemnify and hold harmless Agency and City and their officers, officials, employees and agents from and against any and all claims arising from any breach or default in the performance of any obligation of Developer under the terms of this Agreement and from and against all costs, attorneys fees, expert witness fees, expenses and liability incurred in the defense of any such claim or any action or proceeding brought thereon. Developer's agreement to defend, indemnify and hold the

Agency and City harmless shall extend to any claims, demands, damages, or liabilities, including but not limited to claims pertaining to environmental conditions, that may arise as a result of the acquisition and/or ownership of any Home by City and/or Developer in implementation of this Agreement. The foregoing indemnification obligations shall apply regardless of whether such damages or claims shall accrue or be discovered before or after termination of this Agreement, but shall not apply to the extent such damages or claims are caused by the gross negligence or willful misconduct of City or Agency.

**L. Insurance.** During the entire term of this Agreement, the Developer 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 Developer its sub-contractors or any person acting for the Developer 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 Developer or its subcontractors, or any person acting for the Developer or under its control or direction.

Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

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. If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Developer agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager. The Developer 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 \$500,000 combined single limit. The Developer 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 Developer and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Developer in the course of carrying out the Agreement.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California. The terms of the insurance policy or policies issued to provide the 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 Developer shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

The Developer shall furnish a policy of all-risk property insurance with respect to each Home in an amount of not less than one hundred percent (100%) of the full replacement value of such Home (provided, such property insurance is only required during the Holding Period with respect to each Home); and

Developer shall additionally furnish or cause to be furnished to City evidence satisfactory to City that any contractor with whom it has contracted for the performance of work on any Home or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law.

**M. Entire Agreement; Attachments.** This Agreement may be executed in counterparts, each of which is deemed to be an original. This Agreement includes eight (8) Attachments, which together with this Agreement constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements among the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. The following Attachments are attached to this Agreement and incorporated herein by this reference:

- |                  |                               |
|------------------|-------------------------------|
| Attachment No. 1 | Grant Deed                    |
| Attachment No. 2 | Promissory Note               |
| Attachment No. 3 | Deed of Trust                 |
| Attachment No. 4 | Option Agreement              |
| Attachment No. 5 | CC&Rs                         |
| Attachment No. 6 | Income Verification Worksheet |
| Attachment No. 7 | Certificate of Completion     |
| Attachment No. 8 | Holding Period Plan           |

**N. Third Party Beneficiaries.** Except for the Agency, which is deemed to be an intended third party beneficiary of this entire Agreement, there are no third party beneficiaries with respect to any provisions of this Agreement.

**O. Effect of Violation of the Terms and Provisions of this Agreement After Completion of Rehabilitation.** The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, Agency, and their successors and assignees. The covenants against discrimination shall remain in perpetuity.

City and Agency are deemed the beneficiaries of the terms and provisions of this Agreement and of the covenants running with the land, for and in their own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. City and Agency shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which they or any other beneficiaries of this Agreement and covenants may be entitled.

**P. Waivers and Amendments.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorized representatives of City and Developer , and all amendments hereto must be in writing and signed by the appropriate authorized representatives of City and Developer . City Manager may agree to minor, non-substantive changes hereto with concurrence of City's legal counsel. Substantive, material modifications or amendments to this Agreement require approval of the City Council.

**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, City and Developer have executed this Housing Acquisition, Rehabilitation, and Resale Participation Agreement as of the date first set forth above.

**“CITY”**

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
Michelle Dawson, Assistant City Manager for  
Henry Garcia, City Manager

**APPROVED AS TO FORM:**

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

**“DEVELOPER ”**

**RIVERSIDE HOUSING DEVELOPMENT  
CORPORATION,**  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Bruce Kulpa  
Title: Executive Director



ATTACHMENT NO. 1

GRANT DEED

RECORDING REQUESTED BY,  
MAIL TAX STATEMENTS TO  
AND WHEN RECORDED MAIL TO:

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

APN: \_\_\_\_\_

This document is exempt from payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The **CITY OF MORENO VALLEY**, a California municipal corporation (“City”), acting to carry out the City of Moreno Valley Acquisition, Rehabilitation, and Resale Program (“ARR Program”) adopted pursuant to the Neighborhood Stabilization Program enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (approved July 2010), as of \_\_\_\_\_, 20\_\_, hereby grants to \_\_\_\_\_, a California \_\_\_\_\_ (“Grantee”), the real property hereinafter referred to as the “Home” legally described in Exhibit A attached hereto and incorporated herein, subject to existing easements, restrictions and covenants of record and further subject to the provisions of this Grant Deed as set forth below.

**1. Conveyance in Accordance With Housing Acquisition, Rehabilitation, and Resale Participation Agreement.** The Home is conveyed in accordance with and subject to the ARR Guidelines, adopted by the City Council of the City of Moreno Valley on \_\_\_\_\_, 20\_\_ and a Housing Acquisition, Rehabilitation, and Resale Participation Agreement entered into between City and Grantee, dated as of \_\_\_\_\_, 20\_\_ (“Agreement”), a copy of which is on file with City at its offices as a public record and which is incorporated herein by reference. The Agreement generally requires Grantee to acquire, rehabilitate, and resell the Home to an Eligible Household approved by the City, all in accordance with the terms and conditions set forth in the Agreement, the ARR Guidelines, and other requirements as set forth herein and therein. All terms used herein shall have the meanings set forth in the Agreement.

**2. Nondiscrimination.** The Grantee herein covenants by and for himself or herself, his or her heirs, executors, Managers, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any

person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land and remain in effect in perpetuity.

**3. Covenants Run With Land.** All covenants contained in this Grant Deed shall be covenants running with the land.

**4. Covenants For Benefit of City and Agency.** All covenants contained in this Grant Deed without regard to technical classification or designation shall be binding for the benefit of City and the Redevelopment Agency of the City of Moreno Valley (“Agency”), and such covenants shall run in favor of City and Agency for the entire period during which such covenants shall be in force and effect, without regard to whether City or Agency is or remains an owner of any land or interest therein to which such covenants relate. City and Agency, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

**[Signatures appear on following page.]**

**CITY:**

**CITY OF MORENO VALLEY**, a California  
municipal corporation

By: \_\_\_\_\_  
Michelle Dawson, Assistant City Manager for  
Henry Garcia, City Manager

**ATTEST:**

\_\_\_\_\_  
Jane Halstead, City Clerk

**APPROVED AS TO FORM:**

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

**ACCEPTED BY GRANTEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A TO ATTACHMENT NO. 1**

**LEGAL DESCRIPTION OF HOME**

**[To be inserted.]**

ATTACHMENT NO. 2

DEVELOPER PROMISSORY NOTE  
(This Note is secured by a deed of trust)

\$ \_\_\_\_\_

Moreno Valley, California

\_\_\_\_\_, 2012

Home Address: \_\_\_\_\_  
Moreno Valley, California 92552

Maturity: \_\_\_\_\_

**FOR VALUE RECEIVED**, the undersigned (“Maker”) promises to pay to the City of Moreno Valley (“Holder”) at 14177 Frederick Street, Moreno Valley, California 92552, or at such other address as Holder may direct from time to time in writing, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (“Note Amount”). All sums hereunder shall be payable in lawful money of the United States of America.

**1. Housing Acquisition, Rehabilitation, and Resale Participation Agreement.** This Developer Promissory Note (“Note”) is made and delivered pursuant to and in implementation of the Housing Acquisition, Rehabilitation, and Resale Participation Agreement entered by and between Holder and Maker dated as of \_\_\_\_\_, 20\_\_ (“Agreement”), a copy of which is on file as a public record with the Holder and which is incorporated herein by this reference. The Agreement provides for the acquisition and rehabilitation of the “Home” referenced above by Maker and resale of the Home to an Eligible Household (defined in the Agreement) pursuant to the City of Moreno Valley Acquisition, Rehabilitation and Resale Program (“ARR Program”). The Agreement contemplates that Holder may make one or more loans to Maker to assist Maker’s acquisition of homes to be rehabilitated and resold pursuant to the Agreement. Maker acknowledges that but for the execution of this Note, Holder would not make the loan contemplated by the Agreement and evidenced by this Note. Unless definitions of terms have been expressly set out at length herein, each term shall have the same definition as set forth in the Agreement.

**2. Interest Rate.** The Note Amount shall bear interest at the rate of zero percent (0%) per annum; provided that if an event of default occurs under the Agreement or if Maker fails to complete the rehabilitation and resale of the Home within the time set forth in the Agreement, interest shall commence to accrue at the rate equal to the lesser of (a) ten percent (10%) simple interest per annum or (b) the highest rate of interest that may be charged by a city.

**3. Repayment of Note Amount.** The entire Note Amount plus all accrued interest, if any, shall be due and payable upon the earlier of (a) conveyance of the Home by Maker to an Eligible Household pursuant to the Agreement or (b) \_\_\_\_\_, 20\_\_ (“Maturity Date”); provided, the Maturity Date may be extended by the City Manager of the City of Moreno Valley in his sole and absolute discretion.

**4. Acceleration.** The whole of the Note Amount (plus accrued interest) shall become immediately due and payable to Holder by Maker upon the occurrence of one or more of the

following events: (i) a default by Maker under the Agreement which is not cured within the time set forth therein, (ii) failure by Maker to satisfactorily rehabilitate the Home or re-sell the Home to an approved Eligible Household within the time required by the Agreement, or (iii) a violation of the Conditions, Covenants, and Restrictions executed by Maker and recorded against the Home concurrently with the close of the Developer Escrow (defined in the Agreement).

**5. Due on Sale or Encumbrance.** In the event of any Transfer (as defined below) of the Home, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums owing under this Note immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage, further encumbrance, assignment, or other alienation of the Home, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Home, granting of an option to purchase any portion of or interest in the Home or any interest therein, or the lease of all or substantially all of the Home or of all or substantially all of the improvements situated on the Home. Failure of Beneficiary to exercise the option to declare all sums owing under this Note immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

**6. Security for Note.** This Note shall be secured by a deed of trust and rider thereto of even date herewith encumbering the Home, executed by Maker, as trustor, in favor of Holder, as beneficiary.

**7. Prepayment of Note.** Maker may prepay this Note to Holder, provided that any prepayment must be in full and not in part. Prepayment shall not, however, release Maker from the requirements of the Agreement.

**8. Holder May Assign.** Holder may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Maker.

**9. Maker Assignment Prohibited.** In no event shall Maker assign or transfer any portion of this Note, the Note Amount and/or the Agreement without the prior express written consent of the Holder.

**10. Joint and Several.** The undersigned, if more than one person, shall be jointly and severally liable hereunder.

**11. Attorneys' Fees and Costs.** In the event that any action is instituted to enforce payment under this Note, the parties agree the non-prevailing party shall be responsible for and shall pay to the prevailing party all court costs, all attorneys' fees and expert witness' fees incurred in enforcing this Note.

**12. Amendments.** This Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this Note so as to become a permanent part hereof.

**13. Maker's Waivers.** Maker waives any rights to require the Holder to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been

paid (known as “notice of dishonor”), and (c) obtain an official certification of nonpayment (known as “protest”).

**14. Notice.** Any notice that must be given to Maker under this Note shall be given by personal delivery or by mailing it by certified mail addressed to Maker at the following address: \_\_\_\_\_ or such other address as Maker shall direct from time to time in writing. Failure or delay in giving any notice required hereunder shall not constitute a waiver of any default or late payment, nor shall it change the time for any default or payment. Any notice to Holder shall be given by certified mail at the address stated above.

**15. Successors Bound.** This Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

**IN WITNESS WHEREOF,** Maker has executed this Developer Promissory Note as of the date set forth below.

**MAKER:**

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**ATTACHMENT NO. 3**

**DEED OF TRUST**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attn: City Manager

APN: \_\_\_\_\_

This document is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(SHORT FORM)**

This **DEED OF TRUST WITH ASSIGNMENT OF RENTS**, dated as of \_\_\_\_\_, 20\_\_, is made by \_\_\_\_\_, a California \_\_\_\_\_, herein called TRUSTOR, whose address is \_\_\_\_\_, to [\_\_\_\_\_ **TITLE INSURANCE COMPANY**], a California corporation, herein called TRUSTEE, for the benefit of the **CITY OF MORENO VALLEY**, a California municipal corporation, herein called BENEFICIARY,

**WITNESSETH:** That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

See legal description attached hereto as Exhibit B and incorporated herein.

herein referred to as the "Site," together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing (1) payment of the sum of \$\_\_\_\_\_ according to the terms of that certain Developer Promissory Note executed by Trustor in favor of Beneficiary, of even date herewith, which is incorporated herein by this reference, including extensions or renewals thereof, (2) payment and performance of each and every covenant, agreement, and obligation set forth in that certain Housing Acquisition, Rehabilitation, and Resale Participation Agreement between Trustor and Beneficiary, dated as of \_\_\_\_\_, 2012, and those certain Conditions, Covenants, and Restrictions, executed by Trustor in favor of Beneficiary, of even date herewith, recorded against the Site in the Official Records of Riverside County, California concurrently herewith, each of which agreements is incorporated herein by this reference, (3) the performance of each agreement of Trustor incorporated by reference or contained herein, and (4) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. This Deed of Trust includes that certain Rider to Deed of Trust attached hereto as Exhibit A and incorporated herein.

To protect the security of this Deed of Trust, and with respect to the Site, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

DOCS004126-0175



COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	Riverside	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Venture	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are, by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

*Signature of Trustor*

**ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

\_\_\_\_\_, a California \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_

By: \_\_\_\_\_

(here insert name and title of the officer)

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

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

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

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.

By: \_\_\_\_\_

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

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

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 \_\_\_\_\_

(Seal)

(This area for official notarial seal)

(continued on next page)

## DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary of Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defeat any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of

any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, Managers, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**DO NOT RECORD**

**REQUEST FOR FULL RECONVEYANCE**

TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The under signed is the legal owner and holder of the note and of all indebtedness secured by the foregoing Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, an all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to \_\_\_\_\_

**Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

## EXHIBIT A TO ATTACHMENT NO. 3

### RIDER TO DEED OF TRUST

This Rider to Deed of Trust is made and delivered to and in implementation of that certain Housing Acquisition, Rehabilitation, and Resale Participation Agreement (“Agreement”) entered into by and between Trustor and Beneficiary which is incorporated herein by reference and a copy of which is on file as a public record in the office of Beneficiary at 14177 Frederick Street, Moreno Valley, California 92552. All capitalized terms not defined herein shall have the meanings established therefor under the Agreement.

1. **DEFAULT – OTHER DEEDS OF TRUST, DEED, COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs) AND AGREEMENT.** A default under any of the following shall, at Beneficiary’s option, constitute a default under this Deed of Trust:
  - (a) A default under the Agreement or any default under the Developer Promissory Note executed concurrently herewith.
  - (b) A default under any other deed of trust encumbering the property which has a priority senior to this Deed of Trust; or
  - (c) A default under the Conditions, Covenants, and Restrictions executed by Trustor and recorded against the Home concurrently herewith pursuant to the Agreement (“CC&Rs”).
2. **DEFAULT – DEED OF TRUST.** A default under this Deed of Trust shall, at Beneficiary’s option, as appropriate, constitute a default under the deeds of trust or other instruments referenced in Paragraph 1(a) through (c), inclusive (collectively the “Other Deeds of Trust”), of this Rider.
3. **NON-IMPAIRMENT.** Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.
4. **ACCELERATION.** All amounts secured by this Deed of Trust shall become immediately due and payable to Beneficiary upon the occurrence of one or more of the following events: (i) a default by Trustor under the Agreement which is not cured within the time set forth therein, (ii) failure by Trustor to satisfactorily rehabilitate the Home or re-sell the Home to an approved Eligible Household within the time required by the Agreement, or (iii) a violation of the CC&Rs.
5. **DUE ON SALE OR ENCUMBRANCE.** In the event of any Transfer (as defined below) of the Home, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term “Transfer” means and includes the direct or indirect sale, transfer, conveyance, mortgage, further encumbrance, assignment, or other alienation of the Home, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Home,

granting of an option to purchase any portion of or interest in the Home or any interest therein, or the lease of all or substantially all of the Home or of all or substantially all of the improvements situated on the Home. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

**“TRUSTOR”**

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**EXHIBIT B TO ATTACHMENT NO. 3**

**LEGAL DESCRIPTION OF SITE**

[To be inserted.]

**ATTACHMENT NO. 4**  
**OPTION AGREEMENT**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

APN: \_\_\_\_\_

This document is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

**OPTION AGREEMENT**

This **OPTION AGREEMENT** is entered into as of \_\_\_\_\_, 20\_\_, by and between the **CITY OF MORENO VALLEY**, a California municipal corporation (“City”), and \_\_\_\_\_ (“Developer”).

***RECITALS***

A. City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program (“NSP 3”) enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (approved July 2010).

B. Pursuant to the NSP, the City Council of City adopted, approved, and established Guidelines (“ARR Guidelines”) for the City’s Acquisition, Rehabilitation and Resale Program (“ARR Program”).

C. Pursuant to the NSP and the ARR Guidelines, City and Developer entered into that certain Housing, Acquisition, Rehabilitation, and Resale Participation Agreement dated as of \_\_\_\_\_, 20\_\_ (“Agreement”), which provides for the acquisition of foreclosed and vacant single-family homes, condominiums and townhomes by City and/or Developer within the area designated in the City’s NSP Action Plan, rehabilitation of the acquired homes, and resale of the homes to persons and families of very low, low, and moderate income earning not greater than one hundred twenty percent (120%) of the median income in Riverside County (as determined by the United States Department of Housing and Urban Development) (each, an “Eligible Household”) at a Resale Price (defined in the ARR Guidelines) which has been approved by the City Manager of City (“City Manager”).

D. In implementation of the Agreement and pursuant to the ARR Program, Developer has purchased that certain real property commonly known as \_\_\_\_\_, Moreno Valley, California, and more particularly described in Exhibit A attached hereto and incorporated herein (“Home”).

E. The Home is subject to the terms, conditions, and restrictions of that certain Conditions, Covenants, and Restrictions executed by Developer and dated and recorded against the Home concurrently herewith (“CC&Rs”). Under the terms of the Agreement and the CC&Rs, the parties have agreed that that Developer shall rehabilitate the Home and re-sell the Home to an Eligible Household that has been approved to acquire the Home by the City.

F. Pursuant to the Agreement, the Developer has agreed to grant to City an option to purchase the Home upon the occurrence of certain events of default, as set forth herein.

G. Developer desires to grant to City an option to purchase the Home on the terms and conditions set forth hereinbelow. For purposes of this Option Agreement, “Home” shall also be deemed to include any and all improvements located on the real property.

**NOW, THEREFORE,** in consideration of the foregoing and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

**1. Grant of Option.** Developer hereby grants to City an option (“Option”) to purchase the Home on the terms and conditions set forth in this Option Agreement. The purchase price payable by City to the Developer for the Home (“Option Price”) shall be the sum of the purchase price paid by Developer to acquire the Home and the Rehabilitation Costs (as defined in the Agreement) actually incurred by Developer to rehabilitate the Home, in accordance with the Scope of Rehabilitation and the Rehabilitation Budget approved by the City.

The Option created hereby shall be irrevocable by Developer and shall be binding upon the successors and assigns of Developer. City shall have the right of specific performance to enforce the terms of this Option Agreement.

**2. Term and Consideration for Option.** The term of the Option (“Option Term”) shall commence on the date of this Option Agreement, and shall expire upon the conveyance of the Home by Developer to an Eligible Household approved by the City in accordance with the Agreement and the CC&Rs.

**3. Exercise of Option.** The Option may be exercised by City’s delivery to Developer of written notice of such exercise (“Exercise Notice”) only upon the occurrence of one or more of the following events (“Exercise Events”): (i) a default by Developer under the Agreement which is not cured within the time set forth therein, (ii) failure by Developer to satisfactorily rehabilitate the Home or re-sell the Home to an approved Eligible Household within the time required by the Agreement, or (iii) a violation of the CC&Rs. In the event that City exercises the Option, but the Developer cures the subject default prior to the sale of the Home to City, City’s exercise of the Option shall be deemed revoked. The revocation of the exercise of the Option shall not terminate this Option Agreement or preclude City from subsequently exercising the Option upon a later occurrence of one or more of the Exercise Events.

**4. Escrow and Completion of Sale.** Within five (5) days after City has exercised the Option, or as soon thereafter as reasonably practicable, an escrow shall be opened with an escrow company mutually acceptable to City and Developer for the conveyance of the Home to City. City shall deposit the Option Price in escrow not later than one (1) business day prior to the anticipated close of escrow date. City’s obligation to close escrow shall be subject to City’s approval of a then-current preliminary title report and, at City’s option, environmental and other site testing. Any



exceptions shown on such preliminary title report created on or after Developer's acquisition of the Home shall be removed by Developer at its sole expense prior to the close of escrow pursuant to this Section 4 unless such exception(s) is(are) accepted by City in its reasonable discretion; provided, however, that City shall accept the following exceptions to title: (i) current taxes not yet delinquent, (ii) matters affecting title existing on the date of Developer's acquisition of the Home, (iii) liens and encumbrances in favor of the City of Moreno Valley, and (iv) matters shown as printed exceptions in the standard form CLTA owner's policy of title insurance. The parties shall each be responsible for one-half of the escrow fees, documentary transfer taxes, recording fees and any other costs and expenses of the escrow, and Developer shall be responsible for the cost of a CLTA owner's policy of title insurance. City shall have thirty (30) days after exercise of the Option to enter upon the Home to conduct any tests, inspections, investigations, or studies of the condition of the Home. Developer shall permit City access to the Home for such purposes. City shall indemnify, defend, and hold harmless Developer and its officers, directors, shareholders, s, employees, agents, and representatives from and against all claims, liabilities, or damages, and including expert witness fees and reasonable attorney's fees and costs, caused by City's activities with respect to or arising out of such testing, inspection, or investigatory activity on the Home. Escrow shall close promptly after acceptance by City of the condition of title and the physical and environmental condition of the Home. Until the Closing, the terms of the CC&Rs and the documents executed and recorded pursuant thereto shall remain in full force and effect.

**5. Failure to Exercise Option.** If the Option is not exercised in the manner provided in Section 3 above before the expiration of the Option Term, the Option shall terminate. Upon receipt of the written request of Developer, City shall cause a quitclaim deed terminating or releasing any and all rights City may have to acquire the Home to be recorded in the Official Records of Riverside County, California.

**6. Assignment and Nomination.** City shall not assign its interest hereunder without the approval of the Developer, which may be given or withheld in Developer's sole and absolute discretion; provided that City may nominate another person or entity to acquire the Home, and the identity of such nominee shall not be subject to the approval of Developer.

**7. Title.** Following the date hereof, except as permitted by the CC&Rs, Developer agrees not to cause, and shall use commercially reasonable efforts not to permit, any lien, easement, encumbrance or other exception to title to be recorded against the Home without City's prior written approval, such approval not to be unreasonably withheld.

**8. Representations and Warranties of Developer.** Developer hereby represents, warrants and covenants to City as follows, which representations and warranties shall survive the exercise of the Option and the close of escrow:

(a) that this Option Agreement and the other documents to be executed by Developer hereunder, upon execution and delivery thereof by Developer, will have been duly entered into by Developer and will constitute legal, valid and binding obligations of Developer;

(b) neither this Option Agreement, nor anything provided to be done under this Option Agreement, violates or shall violate any contract, document, understanding, agreement or instrument to which Developer is a party or by which it is bound; and

(c) Developer shall pay, prior to delinquency, any and all real property taxes and assessments which affect the Home.

Developer agrees to indemnify, protect, defend, and hold City and the Home harmless from and against any damage, claim, liability, or expense of any kind whatsoever (including, without limitation, reasonable attorneys' fees and fees of expert witnesses) arising from or in connection with any breach of the foregoing representations, warranties and covenants. Such representations and warranties of Developer shall be true and correct on and as of the date of this Option Agreement and on and as of the date of the close of escrow hereunder.

**9. Representations and Warranties of City.** City hereby represents and warrants and covenants to Developer, as follows, which representations and warranties shall survive the close of escrow:

(a) that this Option Agreement and the other documents to be executed by City hereunder, upon execution and delivery thereof by City, will have been duly entered into by City, and will constitute legal, valid and binding obligations of City, and

(b) neither this Option Agreement, nor anything provided to be done under this Option Agreement, violates or shall violate any contract, document, understanding, agreement or instrument to which City is a party or by which it is bound.

City agrees to indemnify, protect, defend, and hold Developer and the Home harmless from and against any damage, claim, liability, or expense of any kind whatsoever (including, without limitation, reasonable attorneys' fees and fees of expert witnesses) arising from or in connection with any breach of the foregoing representations, warranties and covenants. Such representations and warranties of City shall be true and correct on and as of the date of this Option Agreement and on and as of the date of the close of escrow hereunder.

**10. Covenants Against Discrimination.** There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises which are the subject of this Agreement. The foregoing covenants shall run with the land.

**11. General Provisions.**

(a) Paragraph Headings. The paragraph headings used in this Option Agreement are for purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Option Agreement.

(b) Notices. Any notice, demand, approval, consent, or other communication required or desired to be given under this Option Agreement shall be in writing and shall be either personally served, mailed in the United States mails, certified, return receipt requested, postage

prepaid, addressed to the party to be served, at the address for that party set forth below or such other address given by that party by notice under the provisions of this Section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or three (3) business days following mailing as aforesaid.

To Developer : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

To City: City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

(c) Binding Effect. The terms, covenants and conditions of this Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees.

(d) Entire Agreement. This Option Agreement sets forth the entire agreement between the parties hereto respecting the Option, and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter of this Option Agreement.

(e) California Law. This Option Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such laws.

(f) Time of the Essence. Time is of the essence of each and every provision of this Option Agreement.

(g) Counterparts. This Option Agreement may be signed by the parties hereto in duplicate counterparts which together shall constitute one and the same agreement between the parties and shall become effective at such time as both of the parties shall have signed such counterparts.

(h) Attorneys' Fees. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, expert witness fees, costs and expenses incurred in connection with the prosecution or defense of such action, including appeal and/or enforcement of a judgment.

(i) Computation of Time. All periods of time referred to in this Option Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time is specified as business days (which shall not include Fridays, Saturdays, Sundays or state or national holidays), provided that if the date or last date to perform any act or give any notice with respect to this Option Agreement shall fall on a Friday, Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Friday, Saturday, Sunday or state or national holiday.

(j) Third Party Beneficiaries. Except for the Agency, which is deemed to be an intended third party beneficiary of this entire Option Agreement, there are no third party beneficiaries with respect to any provisions of this Option Agreement.

(k) Definition of Terms. Terms not otherwise defined in this Option Agreement are defined in the Agreement.

**IN WITNESS WHEREOF**, this Option Agreement is executed by the parties hereto as of the date first above written.

**DEVELOPER :**

\_\_\_\_\_

By:\_\_\_\_\_

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

Title:\_\_\_\_\_

By:\_\_\_\_\_

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

Title:\_\_\_\_\_

**CITY:**

**CITY OF MORENO VALLEY**, a California municipal corporation

By:\_\_\_\_\_

Michelle Dawson, Assistant City Manager for  
Henry Garcia, City Manager

**ATTEST:**

\_\_\_\_\_  
Jane Halstead, City Clerk

**EXHIBIT A TO ATTACHMENT NO. 4**  
**LEGAL DESCRIPTION OF THE HOME**

**[To be inserted.]**

**ATTACHMENT NO. 5**

**CC&Rs**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

APN: \_\_\_\_\_

This document is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

**CONDITIONS, COVENANTS AND RESTRICTIONS**

These **CONDITIONS, COVENANTS AND RESTRICTIONS** (“CC&Rs”) are entered into as of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (“Developer”) in favor of the **CITY OF MORENO VALLEY**, a California municipal corporation (“City”).

**RECITALS**

A. City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program (“NSP”) enacted by the United States Legislature as part of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, approved July 30, 2008).

B. Pursuant to the NSP, the City Council of City adopted, approved, and established Guidelines (“ARR Guidelines”) for the City’s Acquisition, Rehabilitation and Resale Program (“ARR Program”).

C. Pursuant to the NSP and the ARR Guidelines, City and Developer entered into that certain Housing, Acquisition, Rehabilitation, and Resale Participation Agreement dated as of \_\_\_\_\_, 20\_\_ (“Agreement”), which provides for the acquisition of foreclosed and vacant single-family homes, condominiums and townhomes by City and/or Developer within the area designated in the City’s NSP Action Plan, rehabilitation of the acquired homes, and resale of the homes to persons and families of very low, low, and moderate income earning not greater than one hundred twenty percent (120%) of the median income in Riverside County (as determined by the United States Department of Housing and Urban Development) (each, an “Eligible Household”) at a Resale Price (defined in the ARR Guidelines) which has been approved by the City Manager of City (“City Manager”).

D. In implementation of the Agreement and pursuant to the ARR Program, Developer has purchased that certain real property commonly known as \_\_\_\_\_, Moreno Valley, California, and more particularly described in Exhibit A attached hereto and incorporated herein (“Home”).

E. Pursuant to the Agreement, the Developer has agreed to execute these CC&Rs and to cause these CC&Rs to be recorded against the Home in the Official Records of Riverside County, California, to restrict the use, occupancy, and resale of the Home during the Holding Period (defined below).

**NOW, THEREFORE,** in consideration of the foregoing and the mutual covenants and conditions contained herein, Developer hereby covenants as follows:

**1. Rehabilitation of the Home.**

a. Rehabilitation Work. Developer hereby covenants to rehabilitate the Home in accordance with the Agreement, the approved Scope of Rehabilitation, the approved Rehabilitation Budget, any approved change orders, the NSP, the ARR Guidelines, the Minimum Rehabilitation Standards established by City pursuant to the ARR Guidelines, the City Municipal Code, all applicable federal, state and local laws, and the plans and specifications approved in writing by City.

b. Compliance with Laws. The rehabilitation shall comply with all applicable federal, state, and local laws, rules, and regulations, including without limitation the following:

(i) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and the implementing regulations set forth at 24 C.F.R. part 135. Developer shall coordinate and consult with the City's HUD representative to ensure compliance with the provisions of Section 3.

(ii) Title X of the 1992 Housing and Community Development Act, 42 U.S.C. Section 4800, *et seq.* and the implementing regulations set forth at 24 C.F.R. part 35, subparts A, B, J, K, and R.

(iii) To the extent such requirements are applicable to the rehabilitation work to be performed at the Home, the Davis Bacon Act, 40 U.S.C. Section 3141, *et seq.*, and the regulations promulgated thereunder set forth at 29 C.F.R. Part 1 and/or California Labor Code Section 1720, *et seq.*

c. Inspections.

(i) *Periodic Inspections.* City may at any time inspect and evaluate the progress and quality of the rehabilitation at the Home. If City is not satisfied that the rehabilitation is proceeding in accordance with the time schedule set forth in Section 1.e., that the quality of the rehabilitation conforms to the approved Scope of Rehabilitation and approved plans and specifications, or that the actual cost of the rehabilitation will comply with the approved Rehabilitation Costs as set forth in the Rehabilitation Budget, the City shall issue a Correction Notice (defined in the Agreement) to Developer and Developer shall cure all deficiencies noted in the Correction Notice within seven (7) calendar days from the date of the Correction Notice (or such longer period of time as may be approved by the City Manager, in his sole and absolute discretion). Developer shall be fully responsible for all costs incurred to cure the deficiencies set forth in the Correction Notice. If Developer does not adequately address and cure all deficiencies set forth in the Correction Notice within the time set forth herein, City shall have the right to cure such deficiencies and either: (1) add the cost of such cure to the principal balance of the City Acquisition

Loan or (2) if no City Acquisition Loan has been provided with respect to the applicable Home, to obtain reimbursement of such costs from the Resale Price paid by the Eligible Household upon the close of the Homebuyer Escrow; repayment of the City's costs incurred to cure any deficiencies identified in a Correction Notice shall have priority over the Developer's claim to the proceeds of the Resale Price, including the Developer Fee.

(ii) *Final Inspection.* Developer shall notify City in writing within two (2) calendar days of completing the rehabilitation work at the Home. Within seven (7) calendar days of receiving such notice, City will conduct a final inspection of the Home to ensure that the rehabilitation has been satisfactorily completed in accordance with the approved Scope of Rehabilitation, the approved plans and specifications, and any approved change orders. City will issue Correction Notices for any items included within the Scope of Rehabilitation, plans and specifications, or approved change orders that have not been completed to the satisfaction of and approved by the City Manager and the City's Building Division. Upon approving the rehabilitation work, City shall issue a Certificate of Completion in substantially the form attached to the Agreement as Attachment No. 7, evidencing that the rehabilitation of the Home has been satisfactorily completed.

d. Final Rehabilitation Report. Within seven (7) calendar days after the rehabilitation work has been approved by City but in no event later than thirty (30) calendar days prior to close of the Homebuyer Escrow, Developer shall provide City with a Final Rehabilitation Report. City shall accept or reject the Final Rehabilitation Report submitted by Developer within seven (7) calendar days of receiving the complete, detailed Final Rehabilitation Report. If City rejects the Final Rehabilitation Report it shall provide Developer with a written explanation of the reasons for the rejection and Developer shall revise the Final Rehabilitation Report based on the direction provided by City. *The Home may not be resold by Developer until the Final Rehabilitation Report is approved by City.*

e. Schedule of Performance. Developer shall notify the City in writing within two (2) calendar days of commencing rehabilitation at the Home. Developer shall commence the rehabilitation of the Home within thirty (30) calendar days after acquiring title to the Home. Developer shall complete the rehabilitation work within sixty (60) calendar days after commencement of the rehabilitation (and not later than ninety (90) days after acquiring title to the Home). City Manager, in his sole discretion, may approve extensions of the time to commence and/or complete rehabilitation. Failure to commence or complete the rehabilitation of the Home within the time set forth herein, as it may be extended in the sole and absolute discretion of the City Manager, shall constitute a default under these CC&Rs, the Agreement, and the ARR Guidelines resulting in City's option to accelerate repayment of the City Acquisition Loan or exercise the City's Option to acquire the Home under the Option Agreement, as applicable.

## **2. Resale of the Home.**

a. Marketing Plan. Within seven (7) calendar days after completion of the rehabilitation of the Home (as approved by the City Manager), Developer will cause the marketing of the Home to prospective purchasers, including causing the Home to be listed on the Multiple Listing Service. The total maximum commission payable to both the listing and the buyer's real estate agents shall not exceed 6% of the Resale Price. Developer shall use reasonable efforts to utilize realtors located in the City or within fifteen (15) miles of the City. Developer will screen prospective purchasers for eligibility in accordance with these CC&Rs, the Agreement and the ARR



Guidelines. City shall select the escrow and title company(ies) to be used in connection with the Homebuyer Escrow.

b. Resale Price. Developer shall obtain the City Manager's approval of the proposed listing price (Resale Price) of the Home prior to listing the Home for resale.

(i) *Minimum Resale Price.* If practicable, the Resale Price must be sufficient in amount to cover all Project Costs incurred by City and Developer to acquire, hold, rehabilitate and resell the Home. In the event the actual approved Project Costs exceed the post-rehabilitation fair market value of the Home, City Manager may approve a Resale Price that is less than the Project Costs. The amount by which actual approved Project Costs exceed the Resale Price shall be deducted from the Developer Fee; if the entire Developer Fee is depleted, the remaining negative amount shall constitute an NSP subsidy to the Home.

(ii) *Maximum Resale Price.* The Resale Price for the Home shall not exceed the total approved and actually incurred Project Cost with respect to the Home. Notwithstanding the immediately preceding sentence, if the total Project Costs are less than the post-rehabilitation fair market value of the Home, the City Manager may, in his sole and absolute discretion, permit the Home to be sold at a Resale Price up to its fair market value. If the Home is resold for a Resale Price which exceeds total Project Costs for the Home, the City shall provide a silent second equity share loan for the amount by which the fair market value of the Home exceeds Project Costs and the Eligible Household shall execute a Homebuyer Promissory Note and Homebuyer Deed of Trust (as those terms are defined below) in favor of the City to evidence and secure such loan. The Homebuyer Deed of Trust shall be recorded against the Home at the close of the Homebuyer Escrow along with the Regulatory Agreement (defined below). The equity share loan provisions shall comply with the guidelines set forth for the City's established Down Payment Assistance Program.

c. Approval of Resale Agreement. When an offer to purchase a rehabilitated Home is received from an Eligible Household, Developer shall present the offer to the City Manager for consideration and the City Manager shall, within fifteen (15) calendar days of receiving a copy of the written offer from Developer, either accept the offer, reject the offer, or suggest that a counter offer be submitted to the interested homebuyer. Any counter offer or acceptance of an offer by Developer shall be made expressly subject to verification that the interested homebuyer meets all requirements of these CC&Rs, the Agreement, the ARR Guidelines, and the NSP regulations relating to acquisition of the Home. Further, any purchase and sale agreement entered into by the Developer and an interested homebuyer shall be made expressly subject to verification of the homebuyer's status as an Eligible Household and compliance with all requirements under these CC&Rs, the Agreement, the ARR Guidelines, and the NSP regulations.

d. Eligible Household Qualifications. Homes acquired and rehabilitated pursuant to the ARR Program may only be resold to Eligible Households.

(i) *Eligible Household Requirements.* To qualify as an Eligible Household, each prospective homebuyer must be a person(s) or family that:

(A) earns 120% or less of the Riverside County area median income, as published annually by HUD;

(B) will both own and occupy the Home;

(C) will attend an eight (8) hour, HUD-certified, pre-acquisition home ownership class prior to close of the Homebuyer Escrow; and

(D) will obtain a low-risk mortgage loan, preferably at a fixed interest rate, as approved by the City Manager prior to or concurrently with close of the Homebuyer Escrow.

(ii) *Down Payment.* If the Eligible Household receives a loan or other assistance through the City's Down Payment Assistance Program, such Eligible Household must provide a minimum down payment equal to one percent (1%) of the Resale Price using the Eligible Household's own funds or funds contributed by someone related to the Eligible Household.

(iii) *Income Verification.* Developer shall require each interested homebuyer to complete and execute the Income Verification Worksheet attached to the Agreement as Attachment No.6 along with such other income verification questionnaires and eligibility documentation as may be reasonably requested by City. Developer shall promptly deliver all such documentation to City Manager for his review to enable a determination of whether such interested homebuyer qualifies as an Eligible Household under the ARR Program.

e. Affordability Restrictions.

(i) *Regulatory Agreement.* The Eligible Household that purchases the Home shall execute a "Regulatory Agreement" in a form approved by the City Manager which shall restrict the ownership, occupancy, and resale of each Home to Eligible Households that have been pre-approved by City in writing for a term of not fewer than fifteen (15) years from the date the Home is conveyed to the Eligible Household. The Regulatory Agreement shall be recorded against the Home concurrently with the close of the Homebuyer Escrow.

(ii) *Promissory Note and Deed of Trust.* If the Home is sold for a Resale Price which is less than the Fair Market Value of the Home or the Eligible Household that purchases the Home receives assistance through the City's Down Payment Assistance Program, such Eligible Household shall execute a "Homebuyer Promissory Note" and "Homebuyer Deed of Trust" in favor of the City, in a form approved by the City Manager. The Homebuyer Deed of Trust shall be recorded against the Home concurrently with the close of the Homebuyer Escrow. The Homebuyer Promissory Note shall become immediately due and payable in the event the Home is sold to a purchaser that does not qualify as a pre-approved Eligible Household and shall provide for a declining equity share in favor of the City or other loan structure to protect the City's investment in the Home and such other restrictions as may be necessary or appropriate to restrict the Home to ownership and occupancy by Eligible Households throughout the fifteen (15) year term of the Regulatory Agreement. Any resale of the Home during the fifteen (15) year term of the Regulatory Agreement shall require the prior written approval of the City Manager. If an Eligible Household continuously owns and occupies the Home and is not otherwise in default under the Homebuyer Promissory Note, the Homebuyer Deed of Trust, or the Regulatory Agreement throughout the entire fifteen (15) year term of the Regulatory Agreement, the City's loan to the Eligible Household, including all equity sharing amounts and interest, shall be forgiven in its entirety and the City shall cause the Homebuyer Deed of Trust to be reconveyed, the Homebuyer Promissory Note to be

destroyed or returned to the Eligible Homebuyer, and the Regulatory Agreement to be terminated and removed from title to the Home.

(iii) *Execution and Recordation of Homebuyer Agreements.* Developer shall be responsible for ensuring that the Eligible Homebuyer that purchases the Home executes the Homebuyer Promissory Note, Homebuyer Deed of Trust, and Regulatory Agreement and that the Homebuyer Deed of Trust and Regulatory Agreement are recorded against the Home concurrently with the close of the Homebuyer Escrow. Developer shall provide the original, executed Homebuyer Promissory Note and conformed copies of the recorded Homebuyer Deed of Trust and Regulatory Agreement to City promptly upon close of the Homebuyer Escrow.

f. Eligible Homebuyer Escrow; Schedule of Performance. Upon approval of an Eligible Household for the purchase of a rehabilitated Home, Developer shall cause the Homebuyer Escrow to be opened with the approved prospective purchaser and will take all steps necessary to ensure a timely close of the Homebuyer Escrow, subject to compliance with the ARR Guidelines. The Homebuyer Escrow must close within one hundred eighty (180) calendar days following Developer's acquisition of title to the applicable Home, or such longer period as may be approved in writing by City Manager, in his sole and absolute discretion, but in no event longer than two hundred seventy (270) calendar days following Developer's acquisition of title to the Home. Failure to close the Homebuyer Escrow within such period shall constitute a default under these CC&Rs, the Agreement, the City Acquisition Loan and/or the Option Agreement, as applicable, permitting City to accelerate repayment of the City Acquisition Loan or exercise the Option, as applicable, with respect to the applicable Home.

### **3. Property Management During Holding Period**

a. Holding Period Plan. Developer shall be solely responsible for the maintenance and security of the Home throughout the entire term beginning on the date the Developer Escrow closes and continuing through the close of the Homebuyer Escrow (such period of time is referred to herein as the "Holding Period"). Developer shall maintain and secure the Home in accordance with the "Holding Period Plan" submitted by Developer to City, which is attached to the Agreement as Attachment No. 8. City reserves the right to amend or change the Holding Period Plan as required to successfully maintain and secure the Home. Developer's maintenance obligations under the Holding Period Plan shall include (without limitation) keeping the Home free of debris, weeds, graffiti, vermin, vagrants, squatters, and other nuisance conditions. In addition, Developer shall secure the Home to ensure that squatters and the public are unable to enter the Home or obtain access to the back yard or other non-public areas of the Home. Developer shall be solely responsible for all costs incurred to maintain and secure the Home as specified in the Holding Period Plan. In no event shall the City be liable for any such costs, nor shall City be required to reimburse Developer for any such costs incurred to maintain or secure the Home during the Holding Period.

b. Periodic Inspections; Correction Notice. During the Holding Period, City may inspect and enter the Home at any time and with or without first notifying Developer to verify compliance with these maintenance and security obligations. A City staff member assigned to work with Developer shall periodically inspect the Home during the Holding Period and shall issue a Correction Notice with respect to any City Municipal Code violation or other failure to comply with or perform in accordance with the Holding Period Plan. Developer shall promptly correct any nuisance conditions (whether or not specified in the Holding Period Plan) or violations of the

Holding Period Plan discovered at the Home within seven (7) calendar days of receiving a Correction Notice relating to nuisances or violations of the City Municipal Code or the Holding Period Plan from the City or within one (1) calendar day for any serious nuisance conditions such as vagrants, squatters, or other trespassers at the Home, graffiti, significant trash or debris in visible areas, or other health or safety concerns. Developer shall be fully responsible for all costs incurred to cure all deficiencies set forth in the Correction Notice. If Developer does not adequately address and cure the deficiencies set forth in the Correction Notice within the times set forth herein, City shall have the right to cure such deficiencies and either (1) add the cost of such cure to the principal balance of the City Acquisition Loan or (2) if no City Acquisition Loan has been provided with respect to the Home, to obtain reimbursement of such costs from the Resale Price paid by the Eligible Household upon the close of the Homebuyer Escrow; repayment of the City's costs incurred to cure any deficiencies identified in a Correction Notice shall have priority over Developer's claim to the proceeds of the Resale Price, including the Developer Fee.

**4. Term of CC&Rs.** The term of these CC&Rs shall commence on the date of these CC&Rs and shall expire upon the conveyance of the Home by Developer to an Eligible Household approved by the City in accordance with the Agreement and these CC&Rs. Developer and City shall execute a document in recordable form terminating these CC&Rs which may be recorded concurrently with the close of a Homebuyer Escrow in compliance with the Agreement and these CC&Rs.

**5. Indemnification.** Developer shall defend (with counsel selected by City), indemnify and hold harmless the Redevelopment Agency of the City of Moreno Valley ("Agency") and City and their officers, officials, employees and agents from and against any and all claims, demands, damages, or liability arising from or relating to the Agreement and/or these CC&Rs, Developer's actions in implementation of the Agreement and/or these CC&Rs, or any activity, work or things done, permitted or suffered by Developer and shall further defend (with counsel selected by City), indemnify and hold harmless Agency and City and their officers, officials, employees and agents from and against any and all claims arising from any breach or default in the performance of any obligation of Developer under the terms of the Agreement and/or these CC&Rs and from and against all costs, attorneys fees, expert witness fees, expenses and liability incurred in the defense of any such claim or any action or proceeding brought thereon. Developer's agreement to defend, indemnify and hold the Agency and City harmless shall extend to any claims, demands, damages, or liabilities, including but not limited to claims pertaining to environmental conditions, that may arise as a result of the acquisition and/or ownership of the Home by City and/or Developer in implementation of the Agreement and/or these CC&Rs. The foregoing indemnification obligations shall apply regardless of whether such damages or claims shall accrue or be discovered before or after termination of the Agreement and/or these CC&Rs, but shall not apply to the extent such damages or claims are caused by the gross negligence or willful misconduct of City or Agency.

**6. Insurance.** During the entire term of these CC&Rs, Developer shall take out and maintain the following insurance:

a. a commercial general liability and property damage insurance policy in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit policy, including contractual public liability, as shall protect Developer, City, and Agency from claims for such damages until two (2) years after the completion of all rehabilitation work performed pursuant to these CC&Rs and the Agreement;

b. a comprehensive automobile liability policy in the amount of not less than One Million Dollars (\$1,000,000) combined single limit;

c. a policy of all-risk property insurance with respect to the Home in an amount of not less than one hundred percent (100%) of the full replacement value of the Home (provided, such property insurance is only required during the Holding Period with respect to the Home); and

d. workers' compensation insurance as required by law.

Developer shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. This countersigned certificate and the policy which it certifies, shall name the City and Agency and their respective officers, agents, and employees as additional insured. The certificate by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Developer shall be primary insurance and not contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy and the certificate of insurance shall contain a waiver of subrogation for the benefit of the City and Agency.

Developer shall additionally furnish or cause to be furnished to City evidence satisfactory to City that any contractor with whom it has contracted for the performance of work on the Home or otherwise pursuant to the Agreement and/or these CC&Rs carries workers' compensation insurance as required by law.

**[7. Deed of Trust.** Performance under these CC&Rs is secured by that certain Deed of Trust with Assignment of Rents (Short Form) executed by Developer in favor of City and recorded against the Home in the Official Records of Riverside County concurrently with these CC&Rs.] **[Use this provision if a City Acquisition Loan is provided.]**

**OR**

**[7. Option Agreement.** Default by Developer under these CC&Rs is an event which triggers City's Option to acquire the Home from Developer under that certain Option Agreement executed by Developer in favor of City and recorded against the Home in the Official Records of Riverside County concurrently with these CC&Rs.] **[Use this provision if a City Acquisition Loan is NOT provided.]**

**8. Covenants against Discrimination.** There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of these CC&Rs, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises which are the subject of these CC&Rs. The foregoing covenants shall run with the land.

**9. Right of Entry.** For the purpose of assuring compliance with these CC&Rs, representatives of the City shall have the right of access to the Home, without charges or fees, at normal construction hours during the period of work for the purposes of these CC&Rs, including, but not limited to, the inspection of the rehabilitation work being performed, so long as such City representatives comply with all applicable laws during such entry. City shall hold the Developer harmless from any bodily injury or related damages arising out of the activities of the City at the Home. This Section shall not be deemed to diminish or limit any rights the City may have by operation of law irrespective of the Agreement.

**10. General Provisions.**

a. Paragraph Headings. The paragraph headings used in these CC&Rs are for purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of these CC&Rs.

b. Notices. Any notice, demand, approval, consent, or other communication required or desired to be given under these CC&Rs shall be in writing and shall be either personally served, mailed in the United States mails, certified, return receipt requested, postage prepaid, addressed to the party to be served, at the address for that party set forth below or such other address given by that party by notice under the provisions of this Section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or three (3) business days following mailing as aforesaid.

To Developer : \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

To City: City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

c. Binding Effect. The terms, covenants and conditions of these CC&Rs shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees.

d. California Law. These CC&Rs shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such laws.

e. Time of the Essence. Time is of the essence of each and every provision of these CC&Rs.

f. Counterparts. These CC&Rs may be signed by the parties hereto in duplicate counterparts which together shall constitute one and the same agreement between the parties and shall become effective at such time as both of the parties shall have signed such counterparts.

g. Attorneys' Fees. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, expert witness fees, costs and expenses incurred in connection with the prosecution or defense of such action, including appeal and/or enforcement of a judgment.

h. Computation of Time. All periods of time referred to in these CC&Rs shall include all Saturdays, Sundays and state or national holidays, unless the period of time is specified as business days (which shall not include Fridays, Saturdays, Sundays or state or national holidays), provided that if the date or last date to perform any act or give any notice with respect to these CC&Rs shall fall on a Friday, Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Friday, Saturday, Sunday or state or national holiday.

i. Third Party Beneficiaries. Except for the Agency, which is deemed to be an intended third party beneficiary of these CC&Rs, there are no third party beneficiaries with respect to any provisions of these CC&Rs.

j. Definition of Terms. Terms not otherwise defined in these CC&Rs are defined in the Agreement.

**IN WITNESS WHEREOF**, these Conditions, Covenants and Restrictions are executed by the parties hereto as of the date first above written.

**DEVELOPER :**

\_\_\_\_\_

By:\_\_\_\_\_

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

Title:\_\_\_\_\_

By:\_\_\_\_\_

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

Title:\_\_\_\_\_

**CITY:**

**CITY OF MORENO VALLEY**, a California municipal corporation

By:\_\_\_\_\_

Michelle Dawson, Assistant City Manager for  
Henry Garcia, City Manager

**ATTEST:**

\_\_\_\_\_  
Jane Halstead, City Clerk



**EXHIBIT A TO ATTACHMENT NO. 5**

**LEGAL DESCRIPTION**

**[To be inserted.]**

ATTACHMENT NO. 6

INCOME VERIFICATION WORKSHEET

Part I -- General Information

1. Home Address: \_\_\_\_\_
2. Name of Potential Homebuyer: \_\_\_\_\_

Part II – Affidavit of Potential Homebuyer

1. I, \_\_\_\_\_, and I, \_\_\_\_\_, as applicants for Purchase of a Home at the above-described address, do hereby represent and warrant as follows:

A. (My/Our) gross income (anticipated total annual income) **does not exceed fifty percent (50%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and annually published by the United States Department of Housing and Urban Development. (I/We) understand that the applicable income limit is \$\_\_\_\_. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a purchase agreement for the Home or the date on which (I/we) will initially occupy such Home, whichever is earlier.

\_\_\_\_\_  
Tenant(s)' Initials

B. (My/Our) gross income (anticipated total annual income) exceeds eighty percent (80%) but **does not exceed one hundred twenty percent (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and annually published by the United States Department of Housing and Urban Development. (I/We) understand that the applicable income limit is \$\_\_\_\_. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a purchase agreement for the Home or the date on which (I/we) will initially occupy such Home, whichever is earlier.

\_\_\_\_\_  
Tenant(s)' Initials

C. (My/Our) gross income (anticipated total annual income) **exceeds one hundred twenty (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and annually published by the United States Department of Housing and Urban Development. (I/We) understand that the applicable income limit is \$\_\_\_\_. The

following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a purchase agreement for the Home or the date on which (I/we) will initially occupy such Home, whichever is earlier.

\_\_\_\_\_  
Tenant(s)' Initials

2. Tenants qualifying as A and B, above, must complete the following:

**Monthly Gross Income**  
**(All Sources of Income of All Adult Household Members Must be Listed)**

Source	Head of Household	Co-Tenants	Total
Gross amount, before payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses			
Interest and/or dividends			
Net income from business or from rental property			
Social security, annuities, insurance policies, pension/retirement funds, disability or death benefits received periodically			
Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay			
Alimony, child support, other periodic allowances			
Public assistance, welfare payments			
Regular pay, special pay and allowances of members of Armed Forces			
Other			

Total: \_\_\_\_\_

Total (from Table on previous page) x 12 \_\_\_\_\_ = Gross Annual Household Income

Note: The following items are **not** considered income: casual or sporadic gifts; amounts specifically for or in reimbursement of medical expenses; lump sum payments such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses; educational scholarships paid directly to the student or educational institution; government benefits to a veteran for education; special pay to a serviceman head of family away from home and under hostile fire; foster child care payments; value of coupon allotments for purpose of food under Food Stamp Act of 1964 which is in excess of amount actually charged the eligible household; relocation payments under Title II of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; payments received pursuant to participation in the following programs: VISTA, Service Learning Programs, and Special Volunteer Programs, SCORE, ACE, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience.

3. This affidavit is made with the knowledge that it will be relied upon by the City of Moreno Valley to determine maximum income for eligibility and (I/we) warrant that all information set forth in this document is true, correct and complete and based upon information (I/we) deem reliable and that the estimate contained in paragraph 1 and the information contained in paragraph 2 of this Part II is reasonable and based upon such investigation as the undersigned deemed necessary.
4. (I/We) will assist the City of Moreno Valley in obtaining any information or documents required to verify the statements made in this Part II and have attached hereto copies of (my/our) federal income tax return for most recent tax year in which a return was filed (past two years federal income tax returns for self-employed persons).
5. (I/We) acknowledge that (I/we) have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of (my/our) agreement with the City of Moreno Valley in connection with our purchase of the Home and will additionally enable the City of Moreno Valley to initiate and pursue all applicable legal and equitable remedies with respect to the unit and to me/us.

(I/We) do hereby swear under penalty of perjury that the foregoing statements are true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

**INCOME VERIFICATION**  
**(for employed persons)**

The undersigned employee has applied to purchase a Home located in the City of Moreno Valley pursuant to the City of Moreno Valley Acquisition, Rehabilitation, and Resale Program (“ARR Program”) adopted pursuant to the Neighborhood Stabilization Program (“NSP”) enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (approved July 2010). Every income statement of a prospective homebuyer must be stringently verified. Please indicate below the employee’s current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages	_____
Overtime	_____
Bonuses	_____
Commissions	_____
Total current income	_____

I hereby certify that the statements above are true and complete to the best of my knowledge.

_____	_____	_____
Signature	Date	Title

I hereby grant you permission to disclose my income to \_\_\_\_\_ in order that they may determine my income eligibility for purchase of a Home pursuant to the City of Moreno Valley ARR Program.

_____	_____
Signature	Date

Please send to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INCOME VERIFICATION**  
**(for self-employed persons)**

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT NO. 7**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attn: City Manager

APN: \_\_\_\_\_

This document is exempt from payment of a recording fee pursuant to government Code Sections 6103 and 27383.

**CERTIFICATE OF COMPLETION**

This **CERTIFICATE OF COMPLETION** ("Certificate") is hereby made as of \_\_\_\_\_, 20\_\_, by the **CITY OF MORENO VALLEY**, a California municipal corporation ("City"), in favor of \_\_\_\_\_, a California \_\_\_\_\_ ("Developer").

**RECITALS**

A. City and Developer have entered into a Housing Acquisition, Rehabilitation, and Resale Participation Agreement dated as of \_\_\_\_\_, 20\_\_ ("Agreement"), which Agreement provides for the acquisition, rehabilitation, and resale by Developer of a residence located on certain real property situated in the City of Moreno Valley, California, and more particularly described on Exhibit A attached hereto and made a part hereof by this reference ("Rehabilitation of the Home"). As required in the Agreement, City shall furnish Developer with a Certificate of Completion upon completion of the Rehabilitation of the Home.

B. City has conclusively determined that the Rehabilitation of the Home required by the Agreement has been satisfactorily completed.

**NOW, THEREFORE**, City hereto certifies as follows:

1. As provided in the Agreement, City does hereby certify that the Rehabilitation of the Home has been fully and satisfactorily performed and completed in accordance with the Agreement.

2. After the recordation of this Certificate, any person or entity then owning or thereafter purchasing, or otherwise acquiring any interest in the Home will not (because of such ownership, purchase, or acquisition) incur any obligation or liability under the Agreement, except that such party shall be bound by any and all of the covenants, conditions, and restrictions which survive such recordation.

3. This Certificate is not a notice of completion as referred to in Section 3093 of the California Civil Code.

4. The recitals above are incorporated in full as part of the substantive text of this Certificate.

IN WITNESS WHEREOF, City has executed this Certificate of Completion as of the date first set forth above.

**CITY:**

**CITY OF MORENO VALLEY**, a California municipal corporation

\_\_\_\_\_  
Michelle Dawson, Assistant City Manager for  
Henry Garcia, City Manager

**ATTEST:**

\_\_\_\_\_  
Jane Halstead, City Clerk

**APPROVED FOR RECORDING:**

**DEVELOPER :**

\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_



**EXHIBIT A TO ATTACHMENT NO. 7**  
**LEGAL DESCRIPTION OF THE HOME**

**[To be inserted.]**

**ATTACHMENT NO. 8**  
**HOLDING PERIOD PLAN**

**[To be inserted.]**

**HOUSING ACQUISITION, REHABILITATION, AND RESALE  
PARTICIPATION AGREEMENT**

This **HOUSING ACQUISITION, REHABILITATION, AND RESALE PARTICIPATION AGREEMENT** (“Agreement”) is entered into as of April 24, 2012 (“Date of Agreement”) by and between the CITY OF MORENO VALLEY, a California municipal corporation (“City”) and Sheffield Foreclosure Renovation, Inc., a wholly owned subsidiary of Sheffield Communities, Inc. (“Developer”).

**RECITALS**

A. City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program 3 (“NSP 3”) enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (approved July 2010).

B. Pursuant to the Neighborhood Stabilization Program, the City Council of Moreno Valley (“City Council”) adopted, approved, and established Guidelines (“ARR Guidelines”) for the City’s Acquisition, Rehabilitation and Resale Program (“ARR Program”) on November 25, 2008, amended April 24, 2012, which provide for the acquisition of foreclosed and vacant single-family homes, condominiums and townhomes (each, a “Home”) within the area designated in the City’s NSP Action Plan (“NSP Area”) by City and/or Developer, rehabilitation of the acquired Homes, and resale of the Homes to persons and families of very low, low, and moderate income earning not greater than one hundred twenty percent (120%) of the median income in Riverside County (as determined by the United States Department of Housing and Urban Development) (each, an “Eligible Household”) at a Resale Price (defined below) which has been approved by the City Manager of City (“City Manager”). The ARR Guidelines are incorporated herein by this reference.

C. Developer has submitted a detailed proposal and evidence of Developer’s qualifications to City and City has selected Developer to participate in City’s ARR Program.

D. Developer desires to participate in the ARR Program in accordance with the ARR Guidelines and all terms, provisions, and restrictions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and conditions contained herein, City and Developer hereby agree as follows:

**I. DEFINITIONS**

A. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth in this Section I.

1. **Agreement.** Agreement means this Housing Acquisition, Rehabilitation, and Resale Participation Agreement between City and Developer.

2. **ARR Program.** ARR Program means City’s Acquisition, Rehabilitation and Resale Program, pursuant to which City and/or Developer shall acquire Homes within the City’s NSP 3 Area in order for Developer to rehabilitate and resell such acquired Homes to Eligible Households at a Resale Price which has been approved by the City Manager.

**ATTACHMENT E**

3. **ARR Guidelines.** ARR Guidelines means the Guidelines adopted by the City Council on November 25, 2008, amended April 24, 2012, to implement the City's NSP.

4. **CC&Rs.** CC&Rs means Covenants, Conditions, and Restrictions in substantially the form attached hereto as Attachment No. 5 and incorporated herein, which shall be executed by Developer and recorded against the Home in the Official Records of Riverside County concurrently with the close of the Developer Escrow, as set forth in Section III.E.

5. **Certificate of Completion.** Certificate of Completion means a certificate in substantially the form attached hereto as Attachment No. 7 and incorporated herein, evidencing that the rehabilitation of the Home has been completed to the satisfaction of City.

6. **City.** City means the City of Moreno Valley, a California municipal corporation.

7. **City Acquisition Loan.** City Acquisition Loan means a loan made by City to Developer, using NSP funds obtained by the City, to assist with the acquisition of a Home by Developer as described in Section III.C.

8. **City Manager.** City Manager means the Manager of City or his designee.

9. **City Council.** City Council means the City Council of City.

10. **Correction Notice.** Correction Notice means a notice that may be provided by City to Developer in the event City is not satisfied with the progress or quality of the rehabilitation work at a particular Home as described in Section IV.E.1 or with respect to any nuisance or City Municipal Code violation at a Home or other failure to comply with or perform in accordance with the CC&Rs, the Holding Period Plan, or this Agreement, as described in Section VI.B.

11. **Date of Agreement.** Date of Agreement means the date set forth in the first paragraph of this Agreement.

12. **Deed of Trust.** Deed of Trust means a deed of trust in substantially the form of the Deed of Trust with Assignment of Rents (Short Form) attached as Attachment No. 3 and incorporated herein, which shall be executed by Developer for the benefit of City and recorded against each Home to secure Developer's obligations under the Promissory Note and the CC&Rs.

13. **Developer Fee.** Developer Fee means a fee of up to Sixteen Thousand Dollars (\$16,000) which may be received by Developer in connection with the acquisition, rehabilitation, and resale of each Home, subject to City Manager's approval.

14. **Developer.** Developer means as defined in the ARR Guidelines.

15. **Developer Escrow.** Developer Escrow means the escrow for City's conveyance of the Home to Developer.

16. **Eligible Household.** Eligible Household means one or more persons or family (ies) of very low, low, or moderate income earning not greater than one hundred twenty percent (120%) of the median income in Riverside County (as determined by the United States

Department of Housing and Urban Development) that is approved by the City to acquire rehabilitated Homes from Developer pursuant to the ARR Program.

17. **Final Rehabilitation Report.** Final Rehabilitation Report means a report to be submitted by Developer to City upon completion of the rehabilitation of each Home, which shall include detailed information regarding the actual, final Rehabilitation Costs incurred with respect to the Home, the actual Scope of Rehabilitation performed at the Home, actual profit and overhead paid to contractors and subcontractors, and all approved change orders.

18. **Holding Period.** Holding Period means the entire period of time beginning upon the close of the Developer Escrow and continuing through the close of the Homebuyer Escrow.

19. **Holding Period Plan.** Holding Period Plan means the plan submitted by Developer to City which sets forth Developer's maintenance obligations with respect to each Home and which is attached hereto as Attachment No. 8 and incorporated herein.

20. **Home.** Home means those certain foreclosed and vacant single-family homes, condominiums and townhomes located in the City's NSP Area that are selected by City and Developer for acquisition, rehabilitation, and resale pursuant to the ARR Program.

21. **Homebuyer Escrow.** Homebuyer Escrow means the escrow for the resale of the Home by Developer to an approved Eligible Household.

22. **Homebuyer Deed of Trust.** Homebuyer Deed of Trust means a deed of trust (in a form approved by the City Manager) to be executed by each Eligible Household that receives assistance through the City's ARR Program or Down Payment Assistance Program.

23. **Homebuyer Promissory Note.** Homebuyer Promissory Note means a promissory note (in a form approved by the City Manager) to be executed by each Eligible Household that receives assistance through the City's ARR Program or Down Payment Assistance Program.

24. **Initial Offer.** Initial Offer means the initial offer to be submitted by Developer to the current owner of a Home that has been approved for acquisition by City. The Initial Offer must be pre-approved by the City Manager and must include each and every condition set forth in Section III.B.2.

25. **Initial Proposal.** Initial Proposal means the initial proposal to be submitted by Developer to City with respect to each Home proposed to be acquired by Developer pursuant to the ARR Program. Each Initial Proposal must include all information described in Section III.B.1.

26. **NSP 3.** NSP 3 means the Neighborhood Stabilization Program enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (approved July 2010).

27. **NSP 3 Area.** NSP 3 Area means that certain area designated within the City's NSP 3 Action Plan within which Homes may be acquired, as described in the ARR Guidelines.

28. **Option.** Option means an option to purchase a Home upon certain specified events, which shall be granted by Developer to City with respect to each Home for which no City Acquisition Loan is provided by City, as described in Section III.D. and the Option Agreement.

29. **Option Agreement.** Option Agreement means an agreement in substantially the form attached hereto as Attachment No. 4 and incorporated herein, pursuant to which Developer shall grant an Option to City with respect to each Home for which no City Acquisition Loan is provided by City, as described in Section III.D. and the Option Agreement.

30. **Project Cost.** Project Cost means the actual Rehabilitation Cost, property management cost, Developer Fee, costs for appraisals, costs for lead-based paint and asbestos testing, and resale costs with respect to each Home.

31. **Promissory Note.** Promissory Note means a promissory note in substantially the form of the Developer Promissory Note attached as Attachment No. 2 and incorporated herein, which shall be executed by Developer in favor of City in order to evidence Developer's obligations under each City Acquisition Loan.

32. **Regulatory Agreement.** Regulatory Agreement means a regulatory agreement in a form approved by the City Manager, which shall be executed by each Eligible Household and recorded against each Home concurrently with the close of the Homebuyer Escrow and which shall restrict the ownership, occupancy, and resale of each Home to Eligible Households that have been pre-approved by City in writing for a term of not fewer than fifteen (15) years from the date the Home is conveyed to the Eligible Household.

33. **Rehabilitation Budget.** Rehabilitation Budget means a budget for the proposed Scope of Rehabilitation, including a line item breakdown of all anticipated Rehabilitation Costs.

34. **Rehabilitation Cost.** Rehabilitation Cost means the estimated cost to complete all required rehabilitation at a Home, as set forth in the approved Scope of Rehabilitation and Rehabilitation Budget for that Home.

35. **Resale Price.** Resale Price means the price to be paid by an Eligible Household to Developer to acquire a rehabilitated Home pursuant to the ARR Program.

36. **Scope of Rehabilitation.** Scope of Rehabilitation means a written breakdown of the rehabilitation work to be performed at a Home, including all asbestos and/or lead based paint control or abatement actions, based on inspections and evaluations of the Home conducted by Developer and City, to be prepared by Developer for submission to and approval by City. The Scope of Rehabilitation must include rehabilitation work with a value of not less than Fifteen Thousand Dollars (\$15,000).

37. **Term.** Term is defined in Section II.E.1.

38. **Updated Proposal.** Updated Proposal means an update to the Initial Proposal, which shall be submitted by Developer to City upon completion of all inspections of a Home as required by Section III.B.4. Each Updated Proposal must include all information described in Section III.B.5.

## II. SUBJECT OF AGREEMENT

**A. Purpose of Agreement.** The purpose of this Agreement is to effectuate the City's ARR Program by providing for the acquisition of Homes by City and/or Developer , conveyance of certain Homes acquired by City to the Developer , rehabilitation of Homes by Developer , and resale of the rehabilitated Homes to Eligible Households at a Resale Price that complies with the ARR Guidelines and is pre-approved by the City Manager. The acquisition, rehabilitation, and resale of Homes to Eligible Households pursuant to this Agreement is in the vital and best interests of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws.

**B. Compliance with Law and ARR Guidelines.** In implementing and carrying out Developer 's obligations under this Agreement, Developer shall at all times comply with all applicable federal, state, and local laws, rules and regulations, including the NSP 3. In addition, Developer shall at all times comply with the ARR Guidelines as approved by the City Council.

**C. Parties to the Agreement.**

**1. City.** City is a California municipal corporation. City's principal office and mailing address for purposes of this Agreement is 14177 Frederick Street, Moreno Valley, California, 92552 Attention: Economic Development Director. As used in this Agreement, "City" includes the City of Moreno Valley and any assignee of or successor to its rights, powers and responsibilities hereunder.

**2. Developer .** Developer is licensed to do business in the State of California.

**3. Prohibition against Change in Ownership, Management and Control of Developer .** The qualifications and identity of Developer are of particular concern to the City. It is because of those qualifications and identity that City has entered into this Agreement with Developer . No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

The Developer shall not assign all or any part of this Agreement or any rights hereunder without the prior written approval of City, which approval may be granted, withheld or denied in the City's sole and absolute discretion. In the event City approves a transfer or assignment of this Agreement or any part hereof: (1) the assignee shall expressly assume the obligations of Developer pursuant to this Agreement in an assignment and assumption agreement in a form satisfactory to City; (2) the original Developer shall remain fully responsible for the performance and liable for the obligations of the Developer pursuant to this Agreement; and (3) any guarantees provided to assure the performance of the Developer 's obligations under this Agreement shall remain in full force and effect. In the absence of specific written approval by the City, no such transfer, assignment or approval by the City shall be deemed to relieve the Developer or any other party from any obligation under this Agreement.

All of the terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of Developer and the permitted successors and assignees of the Developer . Whenever the term "Developer " is used herein, such term shall include any permitted successors and assignees as herein provided. The restrictions of this Section II.C.3. shall terminate

and be of no further force and effect upon completion of all obligations of Developer under this Agreement.

**D. Non-Exclusive Agreement.** This Agreement does not represent an exclusive arrangement between City and Developer . City retains all rights to contract with other persons or entities for the performance of the same or similar services as those to be performed by Developer hereunder (or to perform such services itself) at any time, whether pursuant to the ARR Program or otherwise, and City shall have no obligation to select Developer to perform services described in this Agreement with respect to any particular Home or any specific number of Homes.

**E. Term of Agreement; Termination.**

**1. Term.** The provisions of this Agreement shall remain in effect for an initial term beginning on the Date of Agreement and continuing through June 30, 2013 (“Term”). The Term of this Agreement may be extended for five (5) additional one (1)-year periods by written agreement of City Manager and Developer .

**2. Termination without cause.** This Agreement may be terminated by either party, with or without cause, by written notice to the other party and such termination shall be immediately effective as of the date such termination notice is received (or deemed received) by the other party except that (a) this Agreement shall continue in effect with respect to any Home(s) acquired by Developer pursuant to this Agreement through the date the Homebuyer Escrow for such Home(s) closes, unless Developer is in default under this Agreement and City has initiated foreclosure proceedings pursuant to the Deed of Trust or exercised the Option to acquire the Home under the Option Agreement and (b) the covenants of Developer with respect to indemnification, insurance, and warranty of the rehabilitation work shall continue in full force and effect as set forth in this Agreement

**3. Termination for cause.** Either party may unilaterally terminate this Agreement upon a default by the other party which is not cured within the time set forth herein; provided, no such termination shall affect Developer ’s indemnification, insurance, and warranty obligations set forth herein.

**III. ACQUISITION OF HOMES**

**A. Homes Acquired by City.** City may, on its own initiative and without first consulting with Developer , acquire Homes within the City (and specifically within the NSP Area) for rehabilitation and resale pursuant to the ARR Program. Homes acquired by City shall be subject to the Rehabilitation Proposal process described in the ARR Guidelines. Developer shall, subject to the other terms of this Agreement, upon acquisition of a Home by the City and receipt of notice from the City that Developer has been selected to rehabilitate and resell the Home pursuant to the Rehabilitation Proposal Process, immediately acquire the Home from the City and thereafter diligently cause the rehabilitation and resale of the selected Home in accordance with the terms of this Agreement and the ARR Guidelines.

**B. Homes Acquired by Developer .** Homes to be acquired by Developer for rehabilitation and resale pursuant to this Agreement must be pre-approved in writing by the City Manager as set forth below and in the ARR Guidelines. It is the express intent of the parties hereto that the Developer will attempt to acquire those Homes within the City which evidence the highest



degrees of blight and are most in need of redevelopment, and the City's approval of each Home will be based in part upon satisfaction of this goal.

1. **Initial Proposal.** When Developer locates a foreclosed and vacant Home in the NSP Area that Developer believes is a good candidate for participation in the ARR Program, Developer shall submit an Initial Proposal to City which shall include the following information:

- (a) the address and general location of the Home;
- (b) the current owner of the Home;
- (c) the purchase price being requested by the current owner;
- (d) the Initial Offer that Developer proposes to submit to the current owner;
- (e) a general description of the rehabilitation work that Developer expects to perform at the Home and the estimated cost of such work;
- (f) the proposed Developer Fee to be charged with respect to the Home; and
- (g) the estimated Resale Price that Developer expects to receive for the Home upon resale to an Eligible Household.

City shall review and approve, conditionally approve, or disapprove the Initial Proposal submitted by Developer within fifteen (15) calendar days of receipt of a complete Initial Proposal from Developer. If City approves (or conditionally approves and Developer consents to the conditions) the Initial Proposal, then Developer shall promptly proceed to make an Initial Offer to purchase the Home as set forth below.

2. **Initial Offer to Purchase.** When City has approved Developer's proposal to acquire a specified Home, Developer shall submit an Initial Offer to purchase the Home to the current owner of the Home. The Initial Offer (and each and every subsequent offer) must first be approved by City, must include notice that neither the City nor any entity affiliated with the City intends to use its condemnation powers to acquire the Home, and must expressly provide that the offer is conditional and contingent upon each of the following:

- (a) approval by the City Manager of the terms of the final purchase agreement, including the purchase price;
- (b) verification that the final purchase price for the Home is at least one percent (1%) lower than the current fair market value of the Home, as shown by a HUD-certified appraisal; and
- (c) approval by the City Manager of the results of an interior and exterior inspection of the Home.

3. **Appraisal of Home.** Immediately upon Developer 's submission of the Initial Offer, City shall initiate preparation of an appraisal by a HUD-certified appraiser to determine the current fair market value of the Home. City shall pay the cost of the appraisal.

4. **Inspection of the Home.** Once the current owner of a Home has accepted the Initial Offer or any subsequent offer to purchase the Home, Developer shall conduct an inspection of the interior and exterior of the Home. City shall conduct a detailed asbestos and/or lead based paint assessment of the Home if determined to be necessary by City Manager, in his sole discretion.

5. **Updated Proposal.** Upon completion of the inspections of the Home as provided in Section III.B.4. above, Developer shall provide City with an Updated Proposal, which supplements and updates the Initial Proposal and includes all of the following information:

- (a) a proposed Scope of Rehabilitation for the Home;
- (b) the estimated Rehabilitation Cost for the Home;
- (c) a Rehabilitation Budget with respect to the Home;
- (d) an estimate of property management costs with respect to the Home;
- (e) the proposed Developer Fee to be charged by Developer along with an explanation of the reason for any change in the amount of the Developer Fee from the fee set forth in the Initial Proposal submitted with respect to the Home;
- (f) estimated costs in connection with the resale of the Home (such as escrow and title fees); and
- (g) the estimated Resale Price for the Home.

The City Manager shall either approve, disapprove, or conditionally approve the Updated Proposal within fifteen (15) calendar days of a complete submission by Developer .

6. **Final Offer.** City shall approve or disapprove the acquisition of a specified Home based on an analysis of the proposed purchase price (as accepted by the seller), the results of the HUD certified appraisal, the Scope of Rehabilitation, estimated Project Cost, the expected post-rehabilitation Resale Price, the City's goal to recapture 100% of the NSP funds expended with respect to the Home, and the requirements of the NSP that all properties acquired using NSP funds be acquired at an average discount of one percent (1%) below the current fair market value of such properties.

C. **City Acquisition Loan; Deed of Trust.** Developer may elect to acquire an approved Home using Developer 's own funds, a private loan (subject to City Manager's reasonable approval of the terms thereof), or, to the extent the City has funds available, a City Acquisition Loan. Each City Acquisition Loan shall accrue no interest (except in the event of default) and be repaid in its entirety within one hundred eighty (180) calendar days; provided that Developer may request an extension of up to ninety (90) additional calendar days, which request may be approved or disapproved by the City Manager, in his sole and absolute discretion. In the event a City Acquisition Loan is not repaid within one hundred eighty (180) calendar days (or as otherwise extended with

City's approval) or the Developer is otherwise in default under this Agreement, the City Acquisition Loan shall accrue ten percent (10%) interest. The City Acquisition Loan shall be evidenced by a Promissory Note in substantially the form of the Developer Promissory Note attached hereto as Attachment No. 2 and incorporated herein and shall be secured by a Deed of Trust in substantially the form of the Deed of Trust with Assignment of Rents (Short Form) attached hereto as Attachment No. 3 and incorporated herein. The Deed of Trust shall be recorded against the applicable Home concurrently with the close of the Developer Escrow as described in Section III.F. below.

**D. Option Agreement.** With respect to Homes for which no City Acquisition Loan is provided, Developer and City shall enter into an Option Agreement in substantially the form attached hereto as Attachment No. 4 and incorporated herein. Pursuant to the Option Agreement, Developer shall grant the City an Option to purchase the applicable Home for an "Option Price" equal to the sum of the purchase price paid by Developer to acquire the Home and the Rehabilitation Costs actually incurred by Developer to rehabilitate the Home, in accordance with the Scope of Rehabilitation and the Rehabilitation Budget approved by the City. The Option Agreement shall provide that City may exercise the Option upon the occurrence of one or more of the following events: (i) a default by Developer under this Agreement which is not cured within the time set forth herein, (ii) failure by Developer to satisfactorily rehabilitate the Home or re-sell the Home to an approved Eligible Household within the time required by this Agreement, or (iii) a violation of the CC&Rs. The Option Agreement shall be recorded against the applicable Home concurrently with the close of the applicable Developer Escrow.

**E. CC&Rs.** Concurrently with the close of each Developer Escrow, City shall record the CC&Rs (in a form executed by Developer ) against the Home in the Official Records of Riverside County, California. The CC&Rs shall restrict sale, ownership, and occupancy of the Home to Eligible Households that have been approved by the City purchasing the Home at a Resale Price approved by the City and require Developer to rehabilitate the Home in accordance with the Scope of Rehabilitation and Rehabilitation Budget and maintain and secure the Home in accordance with the Holding Period Plan.

**F. Acquisition of Homes by City; Developer Escrow.** Title to Homes to be acquired, rehabilitated, and resold by Developer pursuant to the ARR Program may first be acquired by City and reconveyed to Developer pursuant to concurrent escrows (or, in the case of Homes initially selected, inspected, and acquired separately by City, a separate and later escrow). Concurrently with the close of each Developer Escrow, City and Developer shall cause the Deed of Trust or the Option Agreement, as applicable, and the CC&Rs to be recorded against the Home in the Official Records of Riverside County in a position prior and senior to any and all monetary liens or encumbrances against the Home other than liens for acquisition and/or rehabilitation financing that are approved by City Manager in his sole and absolute discretion. City and Developer shall execute such escrow instructions and other documents as may be necessary to accomplish the foregoing. City shall select the escrow and title company(ies) to be used in connection with each Developer Escrow.

#### **IV. REHABILITATION OF HOMES**

**A. Rehabilitation Work.** Developer shall rehabilitate each selected Home in accordance with the approved Scope of Rehabilitation, Rehabilitation Budget, the NSP, the ARR Guidelines, the Minimum Rehabilitation Standards established by City pursuant to the ARR Guidelines, the City Municipal Code, all applicable federal, state, and local laws, and the plans and specifications approved in writing by the City. Any violations of the City's building code, including

illegal room additions and all health and safety concerns, shall be remedied by the rehabilitation and the work necessary to remedy such conditions shall be included in the Scope of Rehabilitation and the Rehabilitation Budget. Developer shall use reasonable, good faith efforts to incorporate rehabilitation work into the Scope of Rehabilitation for each Home that will increase the energy efficiency at the Homes. Developer shall obtain all required City building permits prior to commencing any rehabilitation work.

**1. Change Orders.** All changes to the approved Scope of Rehabilitation, Rehabilitation Cost, Rehabilitation Budget, and/or plans and specifications for the rehabilitation of a Home must be approved in writing by City Manager before any such changes are implemented. City Manager shall have four (4) business days (defined as Monday through Thursday, excluding holidays) to approve or deny each and every change order. Changes to the Scope of Rehabilitation, Rehabilitation Cost, Rehabilitation Budget, and/or plans and specifications for the rehabilitation of a Home without the prior written approval of the City Manager shall constitute a default under this Agreement and the ARR Guidelines resulting in City's option to accelerate repayment of the City Acquisition Loan or exercise the City's Option to acquire the Home under the Option Agreement, as applicable.

**2. Warranty of Rehabilitation Work.** Developer shall provide a one year warranty for all rehabilitation work performed at each Home. Developer may purchase, at its own expense, a retail home warranty on behalf of the Eligible Household selected to purchase each Home. Developer shall repair and correct any item included in the approved Scope of Rehabilitation that is defective and/or breaks within one year of completion of the Rehabilitation, unless the damage is caused by the Eligible Household's negligence or included within the scope of coverage in a retail home warranty paid for by Developer (and the damage is actually repaired under such retail home warranty coverage).

**B. Rehabilitation Costs.** Developer is responsible for paying any and all Rehabilitation Costs incurred in connection with the rehabilitation of each Home pursuant to the ARR Program, including costs for contractor and subcontractor profit and/or overhead and change orders. Developer may obtain a loan from a financial institution or a private party or may fund the Rehabilitation Costs directly. All rehabilitation financing obtained by Developer (including interest rate and costs) shall be subject to reasonable terms and lending practices and the prior written approval of the City Manager. If Developer directly funds Rehabilitation Costs, Developer may charge reasonable interest and other loan costs pursuant to existing market conditions, subject to the approval of the City Manager. Rehabilitation loans may be placed in first position, senior to the City Acquisition Loan, subject to the approval of the City Manager.

**C. Contractors and Subcontractors.** Before any rehabilitation work may commence, Developer shall provide City with a list of any and all general contractors and/or subcontractors expected to perform rehabilitation work at each Home along with information regarding the qualifications and financial strength of all contractors on the list reasonably sufficient to enable City to evaluate the ability of such contractors to perform the anticipated rehabilitation work and City shall approve or disapprove such list of contractors within fifteen (15) calendar days of receiving the list of contractors and all other required information from Developer. Developer shall provide notice to City not later than seven (7) calendar days prior to making any changes to the list of contractors performing rehabilitation work at the Homes; City shall approve or deny such changes within five (5) calendar days of receiving such notice and sufficient information regarding any contractors to be added to the list of contractors to enable City to evaluate their qualifications and

financial strength. All contractors and sub-contractors performing work at a Home must have a California contractor license in good standing, all required workers compensation insurance and shall comply with such other reasonable requirements as may be imposed by City. Developer shall manage and oversee the rehabilitation work performed by all contractors. Developer shall use reasonable efforts to contract with contractors, subcontractors, and other skilled labor located in the City or within fifteen (15) miles of the City for the performance of rehabilitation work at the Homes.

**D. Compliance with Laws.** The rehabilitation shall comply with all applicable federal, state, and local laws, including without limitation the following:

1. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and the implementing regulations set forth at 24 C.F.R. part 135. Developer shall coordinate and consult with the City's HUD representative to ensure compliance with the provisions of Section 3.

2. Title X of the 1992 Housing and Community Development Act, 42 U.S.C. Section 4800, *et seq.* and the implementing regulations set forth at 24 C.F.R. part 35, subparts A, B, J, K, and R.

3. To the extent such requirements are applicable to the rehabilitation work to be performed at a particular Home, the Davis Bacon Act, 40 U.S.C. Section 3141, *et seq.*, and the regulations promulgated thereunder set forth at 29 C.F.R. Part 1 and/or California Labor Code Section 1720, *et seq.*

**E. Inspections.**

1. **Periodic Inspections.** City may at any time inspect and evaluate the progress and quality of the rehabilitation at each Home. If City is not satisfied that the rehabilitation is proceeding in accordance with the time schedule set forth in Section IV.G., that the quality of the rehabilitation conforms to the approved Scope of Rehabilitation and approved plans and specifications, or that the actual cost of the rehabilitation will comply with the approved Rehabilitation Costs as set forth in the Rehabilitation Budget, the City shall issue a Correction Notice to Developer and Developer shall cure all deficiencies noted in the Correction Notice within seven (7) calendar days from the date of the Correction Notice (or such longer period of time as may be approved by the City Manager, in his sole and absolute discretion). Developer shall be fully responsible for all costs incurred to cure the deficiencies set forth in the Correction Notice. If Developer does not adequately address and cure all deficiencies set forth in the Correction Notice within the time set forth herein, City shall have the right to cure such deficiencies and either: (1) add the cost of such cure to the principal balance of the City Acquisition Loan or (2) if no City Acquisition Loan has been provided with respect to the applicable Home, to obtain reimbursement of such costs from the Resale Price paid by the Eligible Household upon the close of the Homebuyer Escrow; repayment of the City's costs incurred to cure any deficiencies identified in a Correction Notice shall have priority over the Developer's claim to the proceeds of the Resale Price, including the Developer Fee.

2. **Final Inspection.** Developer shall notify City in writing within two (2) calendar days of completing the rehabilitation work at a Home. Within seven (7) calendar days of receiving such notice, City will conduct a final inspection of the Home to ensure that the rehabilitation has been satisfactorily completed in accordance with the approved Scope of

Rehabilitation, the approved plans and specifications, and any approved change orders. City will issue Correction Notices for any items included within the Scope of Rehabilitation, plans and specifications, or approved change orders that have not been completed to the satisfaction of and approved by the City Manager and the City's Building Division. Upon approving the rehabilitation work, City shall issue a Certificate of Completion in substantially the form attached hereto as Attachment No. 7 and incorporated herein, evidencing that the rehabilitation of the Home has been satisfactorily completed.

**F. Final Rehabilitation Report.** Within seven (7) calendar days after the rehabilitation work has been approved by City but in no event later than thirty (30) calendar days prior to close of the Homebuyer Escrow, Developer shall provide City with a Final Rehabilitation Report. City shall accept or reject the Final Rehabilitation Report submitted by Developer within seven (7) calendar days of receiving the complete, detailed Final Rehabilitation Report. If City rejects the Final Rehabilitation Report it shall provide Developer with a written explanation of the reasons for the rejection and Developer shall revise the Final Rehabilitation Report based on the direction provided by City. The Home may not be resold by Developer until the Final Rehabilitation Report is approved by City.

**G. Schedule of Performance.** Developer shall notify the City in writing within two (2) calendar days of commencing rehabilitation at a Home. Developer shall commence the rehabilitation of a Home within thirty (30) calendar days after acquiring title to the Home. Developer shall complete the rehabilitation work within sixty (60) calendar days after commencement of the rehabilitation (and not later than ninety (90) days after acquiring title to the Home). City Manager, in his sole discretion, may approve extensions of the time to commence and/or complete rehabilitation. Failure to commence or complete the rehabilitation of a Home within the time set forth herein, as it may be extended in the sole and absolute discretion of the City Manager, shall constitute a default under this Agreement, the CC&Rs, and the ARR Guidelines resulting in City's option to accelerate repayment of the City Acquisition Loan or exercise the City's Option to acquire the Home under the Option Agreement, as applicable.

**H. Developer Fee.** Developer may receive a Developer Fee of up to Sixteen Thousand Dollars (\$16,000) in connection with the acquisition, rehabilitation, and resale of each Home, subject to City Manager's approval of Developer's Updated Proposal with respect to each Home (including the proposed amount of the Developer Fee). Developer shall forfeit the Developer Fee in connection with a Home if Developer fails to complete all rehabilitation work at the Home (to the satisfaction of City) and resell the Home to an Eligible Household (as approved by the City Manager) within the time set forth in Sections IV.G. and V.F., as such deadlines may be extended by the City Manager in his sole and absolute discretion, or if Developer is otherwise in default hereunder with respect to the Home in question. The Developer Fee shall be payable solely from the proceeds of the Resale Price paid by Eligible Households; City shall have no obligation to pay the Developer Fee directly to Developer.

**I. Right of Entry.** For the purpose of assuring compliance with this Agreement, representatives of the City shall have the right of access to any Home, without charges or fees, at normal construction hours during the period of work for the purposes of this Agreement, including, but not limited to, the inspection of the rehabilitation work being performed, so long as such City representatives comply with all applicable laws during such entry. City shall hold the Developer harmless from any bodily injury or related damages arising out of the activities of the City at the

Home. This Section shall not be deemed to diminish or limit any rights the City may have by operation of law irrespective of the Agreement.

## V. RESALE OF HOMES

A. **Marketing Plan.** Within seven (7) calendar days after completion of the rehabilitation of any given Home (as approved by the City Manager), Developer will cause the marketing of the Home to prospective purchasers, including causing the Home to be listed on the Multiple Listing Service. The total maximum commission payable to both the listing and the buyer's real estate agents shall not exceed 6% of the Resale Price. Developer shall use reasonable efforts to utilize Realtors located in the City or within fifteen (15) miles of the City. Developer will screen prospective purchasers for eligibility in accordance with this Agreement and the ARR Guidelines. City shall select the escrow and title company(ies) to be used in connection with each Homebuyer Escrow.

B. **Resale Price.** Developer shall obtain the City Manager's approval of the proposed listing price (Resale Price) of the Home prior to listing the Home for resale.

1. **Minimum Resale Price.** If practicable, the Resale Price must be sufficient in amount to cover all Project Costs incurred by City and Developer to acquire, hold, rehabilitate and resell the Home. In the event the actual approved Project Costs exceed the post-rehabilitation fair market value of the Home, City Manager may approve a Resale Price that is less than the Project Costs. The amount by which actual approved Project Costs exceed the Resale Price shall constitute an NSP subsidy to the Home.

2. **Maximum Resale Price.** The Resale Price for a Home shall not exceed the total approved and actually incurred Project Cost with respect to the Home. Notwithstanding the immediately preceding sentence, if the total Project Costs are less than the post-rehabilitation fair market value of a Home, the City Manager may, in his sole and absolute discretion, permit a Home to be sold at a Resale Price up to its fair market value. If a Home is resold for a Resale Price which exceeds total Project Costs for the Home, the City shall provide a silent second equity share loan for the amount by which the fair market value of the Home exceeds Project Costs and the Eligible Household shall execute a Homebuyer Promissory Note and Homebuyer Deed of Trust in favor of the City to evidence and secure such loan. The Homebuyer Deed of Trust shall be recorded against the Home at the close of the Homebuyer Escrow along with the Regulatory Agreement. The equity share loan provisions shall comply with the guidelines set forth for the City's established Down Payment Assistance Program.

C. **Approval of Resale Agreement.** When an offer to purchase a rehabilitated Home is received from an Eligible Household, Developer shall present the offer to the City Manager for consideration and the City Manager shall, within fifteen (15) calendar days of receiving a copy of the written offer from Developer, either accept the offer, reject the offer, or suggest that a counter offer be submitted to the interested homebuyer. Any counter offer or acceptance of an offer by Developer shall be made expressly subject to verification that the interested homebuyer meets all requirements of this Agreement, the ARR Guidelines, and the NSP regulations relating to acquisition of the Home. Further, any purchase and sale agreement entered into by the Developer and an interested homebuyer shall be made expressly subject to verification of the homebuyer's status as an Eligible Household and compliance with all requirements under this Agreement, the ARR Guidelines, and the NSP regulations.

**D. Eligible Household Qualifications.** Homes acquired and rehabilitated pursuant to the ARR Program may only be resold to Eligible Households.

**1. Eligible Household Requirements.** To qualify as an Eligible Household, each prospective homebuyer must be a person(s) or family that:

(a) earns 120% or less of the Riverside County area median income, as published annually by HUD;

(b) will both own and occupy the Home;

(c) will attend an eight (8) hour, HUD-certified, pre-acquisition home ownership class prior to close of the Homebuyer Escrow; and

(d) will obtain a low-risk mortgage loan, preferably at a fixed interest rate, as approved by the City Manager prior to or concurrently with close of the Homebuyer Escrow.

**2. Down Payment.** If the Eligible Household receives a loan or other assistance through the City's Down Payment Assistance Program, such Eligible Household must provide a minimum investment to be used toward the down payment or Homebuyer's non-recurring closing costs equal to three percent (3%) of the Resale Price using the Eligible Household's own funds or funds contributed by someone related to the Eligible Household.

**3. Income Verification.** Developer shall require each interested homebuyer to complete and execute the Income Verification Worksheet attached hereto as Attachment No. 6 and incorporated herein along with such other income verification questionnaires and eligibility documentation as may be reasonably requested by City. Developer shall promptly deliver all such documentation to City Manager for his review to enable a determination of whether such interested homebuyer qualifies as an Eligible Household under the ARR Program.

**E. Affordability Restrictions.**

**1. Regulatory Agreement.** Each Eligible Household shall execute a Regulatory Agreement in a form approved by the City Manager which shall restrict the ownership, occupancy, and resale of each Home to Eligible Households that have been pre-approved by City in writing for a term of not fewer than fifteen (15) years from the date the Home is conveyed to the Eligible Household. The Regulatory Agreement shall be recorded against the Home concurrently with the close of the Homebuyer Escrow.

**2. Promissory Note and Deed of Trust.** Each Eligible Household that acquires a Home for a Resale Price which is less than the Fair Market Value of the Home or receives assistance through the City's Down Payment Assistance Program shall execute a Homebuyer Promissory Note and Homebuyer Deed of Trust in favor of the City, in a form approved by the City Manager. The Homebuyer Deed of Trust shall be recorded against the Home concurrently with the close of the Homebuyer Escrow. The Homebuyer Promissory Note shall become immediately due and payable in the event the Home is sold to a purchaser that does not qualify as a pre-approved Eligible Household and shall provide for a declining equity share in favor of the City or other loan structure to protect the City's investment in the Home and such other restrictions as may be necessary or appropriate to restrict the Home to ownership and occupancy by Eligible Households



throughout the fifteen (15) year term of the Regulatory Agreement. Any resale of the Home during the fifteen (15) year term of the Regulatory Agreement shall require the prior written approval of the City Manager. If an Eligible Household continuously owns and occupies a Home and is not otherwise in default under the Homebuyer Promissory Note, the Homebuyer Deed of Trust, or the Regulatory Agreement throughout the entire fifteen (15) year term of the Regulatory Agreement, the City's loan to the Eligible Household, including all equity sharing amounts and interest, shall be forgiven in its entirety and the City shall cause the Homebuyer Deed of Trust to be reconveyed, the Homebuyer Promissory Note to be destroyed or returned to the Eligible Homebuyer, and the Regulatory Agreement to be terminated and removed from title to the Home.

**3. Compliance with Affordability Restrictions.** City will monitor compliance with the affordability and other requirements applicable to each Home on an annual basis and each Eligible Household shall cooperate with the City by responding in a prompt, complete, and honest manner to the City's inquiries regarding the ownership and occupancy of the Home, permitting the City to periodically inspect the interior and exterior of the Home, and otherwise reasonably cooperating with the City's efforts to monitor compliance with the ARR Program.

**4. Execution and Recordation of Homebuyer Agreements.** Developer shall be responsible for ensuring that each Eligible Homebuyer executes the Homebuyer Promissory Note, Homebuyer Deed of Trust, and Regulatory Agreement and that the Homebuyer Deed of Trust and Regulatory Agreement are recorded against the Home concurrently with the close of each Homebuyer Escrow. Developer shall provide the original, executed Homebuyer Promissory Note and conformed copies of the recorded Homebuyer Deed of Trust and Regulatory Agreement to City promptly upon close of such Homebuyer Escrow.

**F. Eligible Homebuyer Escrow; Schedule of Performance.** Upon approval of an Eligible Household for the purchase of a rehabilitated Home, Developer shall cause the Homebuyer Escrow to be opened with the approved prospective purchaser and will take all steps necessary to ensure a timely close of the Homebuyer Escrow, subject to compliance with the ARR Guidelines. Each Homebuyer Escrow must close within one hundred eighty (180) calendar days following Developer's acquisition of title to the applicable Home, or such longer period as may be approved in writing by City Manager, in his sole and absolute discretion, but in no event longer than two hundred seventy (270) calendar days following Developer's acquisition of title to the Home. Failure to close any Homebuyer Escrow within such period shall constitute a default under this Agreement, the CC&Rs, the City Acquisition Loan and/or the Option Agreement, as applicable, permitting City to accelerate repayment of the City Acquisition Loan or exercise the Option, as applicable, with respect to the applicable Home.

## **VI. PROPERTY MANAGEMENT DURING HOLDING PERIOD**

**A. Holding Period Plan.** Developer shall be solely responsible for the maintenance and security of each Home throughout the entire Holding Period. Developer shall maintain and secure each Home in accordance with the Holding Period Plan. City reserves the right to amend or change the Holding Period Plan as required to successfully maintain and secure the Home. Developer's maintenance obligations under the Holding Period Plan shall include (without limitation) keeping each Home free of debris, weeds, graffiti, vermin, vagrants, squatters, and other nuisance conditions. In addition, Developer shall secure each Home to ensure that squatters and the public are unable to enter the Home or obtain access to the back yard or other non-public areas of the Home. Developer shall be solely responsible for all costs incurred to maintain and secure each

Home as specified in the Holding Period Plan. In no event shall the City be liable for any such costs, nor shall City be required to reimburse Developer for any such costs incurred to maintain or secure any Home during the Holding Period.

**B. Periodic Inspections; Correction Notice.** During the Holding Period, City may inspect and enter any Home at any time and with or without first notifying Developer to verify compliance with these maintenance and security obligations. A City staff member assigned to work with Developer shall periodically inspect each Home during the Holding Period and shall issue a Correction Notice with respect to any City Municipal Code violation or other failure to comply with or perform in accordance with the Holding Period Plan. Developer shall promptly correct any nuisance conditions (whether or not specified in the Holding Period Plan) or violations of the Holding Period Plan discovered at the Home within seven (7) calendar days of receiving a Correction Notice relating to nuisances or violations of this Agreement, the CC&Rs, the City Municipal Code or the Holding Period Plan from the City or within one (1) calendar day for any serious nuisance conditions such as vagrants, squatters, or other trespassers at the Home, graffiti, significant trash or debris in visible areas, or other health or safety concerns. Developer shall be fully responsible for all costs incurred to cure all deficiencies set forth in the Correction Notice. If Developer does not adequately address and cure the deficiencies set forth in the Correction Notice within the times set forth herein, City shall have the right to cure such deficiencies and either (1) add the cost of such cure to the principal balance of the City Acquisition Loan or (2) if no City Acquisition Loan has been provided with respect to the applicable Home, to obtain reimbursement of such costs from the Resale Price paid by the Eligible Household upon the close of the Homebuyer Escrow; repayment of the City's costs incurred to cure any deficiencies identified in a Correction Notice shall have priority over Developer's claim to the proceeds of the Resale Price, including the Developer Fee.

## **VII. COVENANTS AGAINST DISCRIMINATION**

Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the rehabilitation, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Home, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Home. The foregoing covenants shall run with the land.

All deeds, leases or contracts pertaining to the Homes shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

1. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, Managers, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of

tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

2. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, Managers, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

3. In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

Notwithstanding anything herein to the contrary, all anti-discrimination covenants required by this Agreement shall remain in effect in perpetuity.

## **VIII. DEFAULTS AND REMEDIES**

**A. Defaults.** Subject to the extensions of time set forth in Section IX.G., failure or delay by any party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. The injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

### **B. Legal Actions.**

**1. Institution of Legal Actions.** In addition to any other rights or remedies hereunder, City or Developer may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Any legal actions initiated pursuant to this Agreement or otherwise with respect to this subject matter must be instituted in the Superior Court of the County of Riverside, State of California.

2. **Applicable Law.** The laws and constitution of the State of California shall govern the interpretation and enforcement of this Agreement.

3. **Acceptance of Service of Process.** In the event that any legal action is commenced by any party against another party, service of process on such party shall be made by personal service upon such party or in such other manner as may be provided by law, and shall be valid whether made within or without the State of California.

C. **Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it of other rights and remedies provided hereunder with respect to the same default or any other default.

D. **Inaction Not a Waiver of Default.** Any failures or delays by any party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive any party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

E. **Remedies.** If either Developer or City defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured or if a cure has not been commenced and is being diligently pursued to completion by the defaulting party within thirty (30) days after service of the notice of default, the defaulting party shall be liable to the other for any damages caused by such default and the non-defaulting party shall have the right to seek specific performance and any and all other remedies as are available in law or equity.

## IX. GENERAL PROVISIONS

A. **Notices, Demands and Communications Between the Parties.** Written notices, demands and communications between City and Developer shall be sufficiently given if delivered by hand (and a receipt therefor is obtained or is refused to be given) or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of City and Developer as set forth in Section II.C. (as such addresses may be changed by notice to the other party). Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

B. **Taxes, Assessments, Encumbrances and Liens.** Developer shall not place or allow to be placed on any Home or any part thereof any mortgage, trust deed, encumbrance or lien other than as expressly permitted by this Agreement and approved in advance by the City Manager in writing. Developer shall remove or cause to be removed (at Developer's sole cost and expense) any levy or attachment made on any of the Homes or any part thereof, as a result of an unpermitted mortgage, trust deed, encumbrance or lien, as well as the mortgage, trust deed, encumbrance or lien itself, or assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder.

**C. Prohibition Against Transfer of the Homes or Assignment of Agreement.**

1. Prior to the issuance by the City of a Certificate of Completion, as to any Home, Developer shall not, except as permitted by this Agreement, without the prior written approval of City, make any total or partial sale, transfer, conveyance, assignment or lease of all or any part of any such Home or the land on which such Home is situated. This prohibition shall not be deemed to prevent Developer from granting temporary or permanent easements or permits to facilitate the rehabilitation of the Homes.

2. Upon obtaining a Certificate of Completion from the City for a rehabilitated Home, the Developer shall use its best efforts to locate an Eligible Household interested in purchasing the Home at the approved Resale Price and to obtain City's approval of such Eligible Household in accordance with and subject to the restrictions set forth in this Agreement, the NSP Program regulations, and the ARR Guidelines.

3. The deed to any Eligible Household acquiring a Home shall contain the anti-discrimination clause set forth in Section VII above.

4. All Eligible Households acquiring a Home with assistance pursuant to the City's Down Payment Assistance Program shall execute a Homebuyer Promissory Note, Homebuyer Deed of Trust, and Regulatory Agreement in forms provided by the City. The Regulatory Agreement shall require that each the Home be and remain owner occupied by the Eligible Household as its principal residence and shall further require that such Home shall remain available at affordable housing costs to Eligible Households that are approved by City for a period of not less than fifteen (15) years following the close of the Homebuyer Escrow, subject to such exceptions as may be approved by the City.

**D. No Encumbrances Except Mortgages, Deeds of Trust or Sale and Lease-Back for Development.** No mortgages, deeds of trust or sales and lease-back shall be permitted before completion of the rehabilitation of the applicable Home, except for the purpose of securing loans, the proceeds of which shall be used to finance the acquisition, rehabilitation, and/or resale of a Home pursuant to the ARR Guidelines and the NSP Program. Any such financing arrangements shall require City's prior written approval. Developer shall not enter into any other conveyance or lien for financing without the prior written approval of City. The form of approval by City shall be in a writing which references this Section IX.D., executed by the City Manager.

**E. Right of City to Satisfy Other Liens On The Homes.** Prior to the completion of the rehabilitation of any given Home, and after Developer has received written notice and has failed after a reasonable time, but in any event not less than fifteen (15) days, to challenge, cure, adequately bond against, or satisfy any liens or encumbrances on a Home which are not otherwise permitted under this Agreement, City shall have the right but not the obligation to satisfy any such liens or encumbrances. In the event City pays or otherwise satisfies any such lien or encumbrance, it shall without condition be entitled to full recovery of such amounts from Developer (and if not reimbursed by Developer, City shall be entitled to reimbursement from the Resale Price paid by the Eligible Household for the Home).

**F. Conflicts of Interest; Nonliability.** No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement. No member, official or employee of City shall participate in any decision relating to the Agreement which affects his

personal interests or the interests of any corporation, ship or association in which he is directly or indirectly interested. No member, official or employee of City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or Developer, or for any amount which may become due to Developer or its successor or on any obligations under the terms of this Agreement. Developer represents and warrants that it has not paid or given, and shall not pay or give, any third party any money or other consideration for obtaining this Agreement.

**G. Enforced Delay: Extension of Times of Performance.** In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war; insurrections; floods; earthquakes; fires; casualties; acts of God; availability of materials under commercially reasonable standards; acts of the public enemy; freight embargoes; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of another party; acts or failures to act of City or any other public or governmental agency or entity (except that acts or failures to act of City shall not excuse performance by City); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer.

**H. Inspection of Books and Records.** City shall have the right at all reasonable times to inspect the books and records of Developer pertaining to any Home as pertinent to the purposes of this Agreement.

**I. Submission of Documents to City for Approval.** Whenever this Agreement requires Developer to submit any document or materials to City for approval, failure of City to approve, conditionally approve, or disapprove such document or material within the time specified shall constitute a disapproval thereof. If there is not a time specified herein for such City action, Developer may submit a letter requiring City approval or disapproval of documents or materials within thirty (30) calendar days after submission to City and failure of City to respond within such thirty (30) calendar days shall constitute a disapproval of such submission.

**J. Public Hearing Requirements.** The Parties agree that, to the extent deemed necessary by City, the parties shall cause the preparation and publication of notice and shall hold any and all public hearings that may be required in connection with City's disposition of property interests to Developer in accordance with the terms of the Agreement.

**K. Indemnification.** Developer shall defend (with counsel selected by City), indemnify and hold harmless Agency and City and their officers, officials, employees and agents from and against any and all claims, demands, damages, or liability arising from or relating to this Agreement, Developer's actions in implementation of this Agreement, or any activity, work or things done, permitted or suffered by Developer and shall further defend (with counsel selected by City), indemnify and hold harmless Agency and City and their officers, officials, employees and agents from and against any and all claims arising from any breach or default in the performance of any obligation of Developer under the terms of this Agreement and from and against all costs, attorneys fees, expert witness fees, expenses and liability incurred in the defense of any such claim or any action or proceeding brought thereon. Developer's agreement to defend, indemnify and hold the

Agency and City harmless shall extend to any claims, demands, damages, or liabilities, including but not limited to claims pertaining to environmental conditions, that may arise as a result of the acquisition and/or ownership of any Home by City and/or Developer in implementation of this Agreement. The foregoing indemnification obligations shall apply regardless of whether such damages or claims shall accrue or be discovered before or after termination of this Agreement, but shall not apply to the extent such damages or claims are caused by the gross negligence or willful misconduct of City or Agency.

**L. Insurance.** During the entire term of this Agreement, the Developer 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 Developer its sub-contractors or any person acting for the Developer 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 Developer or its subcontractors, or any person acting for the Developer or under its control or direction.

Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

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. If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Developer agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager. The Developer 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 \$500,000 combined single limit. The Developer 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 Developer and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Developer in the course of carrying out the Agreement.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California. The terms of the insurance policy or policies issued to provide the 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 Developer shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

The Developer shall furnish a policy of all-risk property insurance with respect to each Home in an amount of not less than one hundred percent (100%) of the full replacement value of such Home (provided, such property insurance is only required during the Holding Period with respect to each Home); and

Developer shall additionally furnish or cause to be furnished to City evidence satisfactory to City that any contractor with whom it has contracted for the performance of work on any Home or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law.

**M. Entire Agreement; Attachments.** This Agreement may be executed in counterparts, each of which is deemed to be an original. This Agreement includes eight (8) Attachments, which together with this Agreement constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements among the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. The following Attachments are attached to this Agreement and incorporated herein by this reference:

- |                  |                               |
|------------------|-------------------------------|
| Attachment No. 1 | Grant Deed                    |
| Attachment No. 2 | Promissory Note               |
| Attachment No. 3 | Deed of Trust                 |
| Attachment No. 4 | Option Agreement              |
| Attachment No. 5 | CC&Rs                         |
| Attachment No. 6 | Income Verification Worksheet |
| Attachment No. 7 | Certificate of Completion     |
| Attachment No. 8 | Holding Period Plan           |



**N. Third Party Beneficiaries.** Except for the Agency, which is deemed to be an intended third party beneficiary of this entire Agreement, there are no third party beneficiaries with respect to any provisions of this Agreement.

**O. Effect of Violation of the Terms and Provisions of this Agreement After Completion of Rehabilitation.** The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, Agency, and their successors and assignees. The covenants against discrimination shall remain in perpetuity.

City and Agency are deemed the beneficiaries of the terms and provisions of this Agreement and of the covenants running with the land, for and in their own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. City and Agency shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which they or any other beneficiaries of this Agreement and covenants may be entitled.

**P. Waivers and Amendments.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorized representatives of City and Developer , and all amendments hereto must be in writing and signed by the appropriate authorized representatives of City and Developer . City Manager may agree to minor, non-substantive changes hereto with concurrence of City's legal counsel. Substantive, material modifications or amendments to this Agreement require approval of the City Council.

**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, City and Developer have executed this Housing Acquisition, Rehabilitation, and Resale Participation Agreement as of the date first set forth above.

**“CITY”**

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
Michelle Dawson, Assistant City Manager for  
Henry Garcia, City Manager

**APPROVED AS TO FORM:**

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

**“DEVELOPER ”**

**SHEFFIELD FORECLOSURE RENOVATION,  
INC.**  
a wholly owned subsidiary of Sheffield Communities,  
Inc.

By: \_\_\_\_\_  
Printed Name: Edwin M. Hupp, Jr.  
Title :President/Secretary/ Treasurer

ATTACHMENT NO. 1

GRANT DEED

RECORDING REQUESTED BY,  
MAIL TAX STATEMENTS TO  
AND WHEN RECORDED MAIL TO:

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

APN: \_\_\_\_\_

This document is exempt from payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The **CITY OF MORENO VALLEY**, a California municipal corporation (“City”), acting to carry out the City of Moreno Valley Acquisition, Rehabilitation, and Resale Program (“ARR Program”) adopted pursuant to the Neighborhood Stabilization Program enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (approved July 2010), as of \_\_\_\_\_, 20\_\_, hereby grants to \_\_\_\_\_, a California \_\_\_\_\_ (“Grantee”), the real property hereinafter referred to as the “Home” legally described in Exhibit A attached hereto and incorporated herein, subject to existing easements, restrictions and covenants of record and further subject to the provisions of this Grant Deed as set forth below.

**1. Conveyance in Accordance With Housing Acquisition, Rehabilitation, and Resale Participation Agreement.** The Home is conveyed in accordance with and subject to the ARR Guidelines, adopted by the City Council of the City of Moreno Valley on \_\_\_\_\_, 20\_\_ and a Housing Acquisition, Rehabilitation, and Resale Participation Agreement entered into between City and Grantee, dated as of \_\_\_\_\_, 20\_\_ (“Agreement”), a copy of which is on file with City at its offices as a public record and which is incorporated herein by reference. The Agreement generally requires Grantee to acquire, rehabilitate, and resell the Home to an Eligible Household approved by the City, all in accordance with the terms and conditions set forth in the Agreement, the ARR Guidelines, and other requirements as set forth herein and therein. All terms used herein shall have the meanings set forth in the Agreement.

**2. Nondiscrimination.** The Grantee herein covenants by and for himself or herself, his or her heirs, executors, Managers, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any

person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land and remain in effect in perpetuity.

**3. Covenants Run With Land.** All covenants contained in this Grant Deed shall be covenants running with the land.

**4. Covenants For Benefit of City and Agency.** All covenants contained in this Grant Deed without regard to technical classification or designation shall be binding for the benefit of City and the Redevelopment Agency of the City of Moreno Valley (“Agency”), and such covenants shall run in favor of City and Agency for the entire period during which such covenants shall be in force and effect, without regard to whether City or Agency is or remains an owner of any land or interest therein to which such covenants relate. City and Agency, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

**[Signatures appear on following page.]**

**CITY:**

**CITY OF MORENO VALLEY**, a California  
municipal corporation

By: \_\_\_\_\_  
Michelle Dawson, Assistant City Manager for  
Henry Garcia, City Manager

**ATTEST:**

\_\_\_\_\_  
Jane Halstead, City Clerk

**APPROVED AS TO FORM:**

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

**ACCEPTED BY GRANTEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A TO ATTACHMENT NO. 1**

**LEGAL DESCRIPTION OF HOME**

**[To be inserted.]**

ATTACHMENT NO. 2

DEVELOPER PROMISSORY NOTE  
(This Note is secured by a deed of trust)

\$ \_\_\_\_\_

Moreno Valley, California

\_\_\_\_\_, 2012

Home Address: \_\_\_\_\_  
Moreno Valley, California 92552

Maturity: \_\_\_\_\_

**FOR VALUE RECEIVED**, the undersigned (“Maker”) promises to pay to the City of Moreno Valley (“Holder”) at 14177 Frederick Street, Moreno Valley, California 92552, or at such other address as Holder may direct from time to time in writing, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (“Note Amount”). All sums hereunder shall be payable in lawful money of the United States of America.

**1. Housing Acquisition, Rehabilitation, and Resale Participation Agreement.** This Developer Promissory Note (“Note”) is made and delivered pursuant to and in implementation of the Housing Acquisition, Rehabilitation, and Resale Participation Agreement entered by and between Holder and Maker dated as of \_\_\_\_\_, 20\_\_ (“Agreement”), a copy of which is on file as a public record with the Holder and which is incorporated herein by this reference. The Agreement provides for the acquisition and rehabilitation of the “Home” referenced above by Maker and resale of the Home to an Eligible Household (defined in the Agreement) pursuant to the City of Moreno Valley Acquisition, Rehabilitation and Resale Program (“ARR Program”). The Agreement contemplates that Holder may make one or more loans to Maker to assist Maker’s acquisition of homes to be rehabilitated and resold pursuant to the Agreement. Maker acknowledges that but for the execution of this Note, Holder would not make the loan contemplated by the Agreement and evidenced by this Note. Unless definitions of terms have been expressly set out at length herein, each term shall have the same definition as set forth in the Agreement.

**2. Interest Rate.** The Note Amount shall bear interest at the rate of zero percent (0%) per annum; provided that if an event of default occurs under the Agreement or if Maker fails to complete the rehabilitation and resale of the Home within the time set forth in the Agreement, interest shall commence to accrue at the rate equal to the lesser of (a) ten percent (10%) simple interest per annum or (b) the highest rate of interest that may be charged by a city.

**3. Repayment of Note Amount.** The entire Note Amount plus all accrued interest, if any, shall be due and payable upon the earlier of (a) conveyance of the Home by Maker to an Eligible Household pursuant to the Agreement or (b) \_\_\_\_\_, 20\_\_ (“Maturity Date”); provided, the Maturity Date may be extended by the City Manager of the City of Moreno Valley in his sole and absolute discretion.

**4. Acceleration.** The whole of the Note Amount (plus accrued interest) shall become immediately due and payable to Holder by Maker upon the occurrence of one or more of the

following events: (i) a default by Maker under the Agreement which is not cured within the time set forth therein, (ii) failure by Maker to satisfactorily rehabilitate the Home or re-sell the Home to an approved Eligible Household within the time required by the Agreement, or (iii) a violation of the Conditions, Covenants, and Restrictions executed by Maker and recorded against the Home concurrently with the close of the Developer Escrow (defined in the Agreement).

**5. Due on Sale or Encumbrance.** In the event of any Transfer (as defined below) of the Home, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums owing under this Note immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage, further encumbrance, assignment, or other alienation of the Home, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Home, granting of an option to purchase any portion of or interest in the Home or any interest therein, or the lease of all or substantially all of the Home or of all or substantially all of the improvements situated on the Home. Failure of Beneficiary to exercise the option to declare all sums owing under this Note immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

**6. Security for Note.** This Note shall be secured by a deed of trust and rider thereto of even date herewith encumbering the Home, executed by Maker, as trustor, in favor of Holder, as beneficiary.

**7. Prepayment of Note.** Maker may prepay this Note to Holder, provided that any prepayment must be in full and not in part. Prepayment shall not, however, release Maker from the requirements of the Agreement.

**8. Holder May Assign.** Holder may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Maker.

**9. Maker Assignment Prohibited.** In no event shall Maker assign or transfer any portion of this Note, the Note Amount and/or the Agreement without the prior express written consent of the Holder.

**10. Joint and Several.** The undersigned, if more than one person, shall be jointly and severally liable hereunder.

**11. Attorneys' Fees and Costs.** In the event that any action is instituted to enforce payment under this Note, the parties agree the non-prevailing party shall be responsible for and shall pay to the prevailing party all court costs, all attorneys' fees and expert witness' fees incurred in enforcing this Note.

**12. Amendments.** This Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this Note so as to become a permanent part hereof.

**13. Maker's Waivers.** Maker waives any rights to require the Holder to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been



paid (known as “notice of dishonor”), and (c) obtain an official certification of nonpayment (known as “protest”).

**14. Notice.** Any notice that must be given to Maker under this Note shall be given by personal delivery or by mailing it by certified mail addressed to Maker at the following address: \_\_\_\_\_ or such other address as Maker shall direct from time to time in writing. Failure or delay in giving any notice required hereunder shall not constitute a waiver of any default or late payment, nor shall it change the time for any default or payment. Any notice to Holder shall be given by certified mail at the address stated above.

**15. Successors Bound.** This Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

**IN WITNESS WHEREOF**, Maker has executed this Developer Promissory Note as of the date set forth below.

**MAKER:**

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**ATTACHMENT NO. 3**

**DEED OF TRUST**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attn: City Manager

APN: \_\_\_\_\_

This document is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(SHORT FORM)**

This **DEED OF TRUST WITH ASSIGNMENT OF RENTS**, dated as of \_\_\_\_\_, 20\_\_, is made by \_\_\_\_\_, a California \_\_\_\_\_, herein called TRUSTOR, whose address is \_\_\_\_\_, to [\_\_\_\_\_ **TITLE INSURANCE COMPANY**], a California corporation, herein called TRUSTEE, for the benefit of the **CITY OF MORENO VALLEY**, a California municipal corporation, herein called BENEFICIARY,

**WITNESSETH:** That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

See legal description attached hereto as Exhibit B and incorporated herein.

herein referred to as the "Site," together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing (1) payment of the sum of \$\_\_\_\_\_ according to the terms of that certain Developer Promissory Note executed by Trustor in favor of Beneficiary, of even date herewith, which is incorporated herein by this reference, including extensions or renewals thereof, (2) payment and performance of each and every covenant, agreement, and obligation set forth in that certain Housing Acquisition, Rehabilitation, and Resale Participation Agreement between Trustor and Beneficiary, dated as of \_\_\_\_\_, 2012, and those certain Conditions, Covenants, and Restrictions, executed by Trustor in favor of Beneficiary, of even date herewith, recorded against the Site in the Official Records of Riverside County, California concurrently herewith, each of which agreements is incorporated herein by this reference, (3) the performance of each agreement of Trustor incorporated by reference or contained herein, and (4) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. This Deed of Trust includes that certain Rider to Deed of Trust attached hereto as Exhibit A and incorporated herein.

To protect the security of this Deed of Trust, and with respect to the Site, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

DOC004126-0175

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	Riverside	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Venture	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are, by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

*Signature of Trustor*

**ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

\_\_\_\_\_, a California \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_

By: \_\_\_\_\_

(here insert name and title of the officer)

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

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

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

\_\_\_\_\_ 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.

By: \_\_\_\_\_

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

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

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 \_\_\_\_\_

(Seal)

(This area for official notarial seal)

(continued on next page)

## DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary of Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defeat any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of

any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, Managers, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**DO NOT RECORD**

**REQUEST FOR FULL RECONVEYANCE**

**TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:**

The under signed is the legal owner and holder of the note and of all indebtedness secured by the foregoing Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, an all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to \_\_\_\_\_

**Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

## EXHIBIT A TO ATTACHMENT NO. 3

### RIDER TO DEED OF TRUST

This Rider to Deed of Trust is made and delivered to and in implementation of that certain Housing Acquisition, Rehabilitation, and Resale Participation Agreement (“Agreement”) entered into by and between Trustor and Beneficiary which is incorporated herein by reference and a copy of which is on file as a public record in the office of Beneficiary at 14177 Frederick Street, Moreno Valley, California 92552. All capitalized terms not defined herein shall have the meanings established therefor under the Agreement.

1. **DEFAULT – OTHER DEEDS OF TRUST, DEED, COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs) AND AGREEMENT.** A default under any of the following shall, at Beneficiary’s option, constitute a default under this Deed of Trust:
  - (a) A default under the Agreement or any default under the Developer Promissory Note executed concurrently herewith.
  - (b) A default under any other deed of trust encumbering the property which has a priority senior to this Deed of Trust; or
  - (c) A default under the Conditions, Covenants, and Restrictions executed by Trustor and recorded against the Home concurrently herewith pursuant to the Agreement (“CC&Rs”).
2. **DEFAULT – DEED OF TRUST.** A default under this Deed of Trust shall, at Beneficiary’s option, as appropriate, constitute a default under the deeds of trust or other instruments referenced in Paragraph 1(a) through (c), inclusive (collectively the “Other Deeds of Trust”), of this Rider.
3. **NON-IMPAIRMENT.** Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.
4. **ACCELERATION.** All amounts secured by this Deed of Trust shall become immediately due and payable to Beneficiary upon the occurrence of one or more of the following events: (i) a default by Trustor under the Agreement which is not cured within the time set forth therein, (ii) failure by Trustor to satisfactorily rehabilitate the Home or re-sell the Home to an approved Eligible Household within the time required by the Agreement, or (iii) a violation of the CC&Rs.
5. **DUE ON SALE OR ENCUMBRANCE.** In the event of any Transfer (as defined below) of the Home, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term “Transfer” means and includes the direct or indirect sale, transfer, conveyance, mortgage, further encumbrance, assignment, or other alienation of the Home, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Home,

granting of an option to purchase any portion of or interest in the Home or any interest therein, or the lease of all or substantially all of the Home or of all or substantially all of the improvements situated on the Home. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

**“TRUSTOR”**

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**EXHIBIT B TO ATTACHMENT NO. 3**

**LEGAL DESCRIPTION OF SITE**

[To be inserted.]



**ATTACHMENT NO. 4**  
**OPTION AGREEMENT**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

APN: \_\_\_\_\_

This document is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

**OPTION AGREEMENT**

This **OPTION AGREEMENT** is entered into as of \_\_\_\_\_, 20\_\_, by and between the **CITY OF MORENO VALLEY**, a California municipal corporation (“City”), and \_\_\_\_\_ (“Developer”).

**RECITALS**

A. City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program (“NSP 3”) enacted by the United States Legislature as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (approved July 2010).

B. Pursuant to the NSP, the City Council of City adopted, approved, and established Guidelines (“ARR Guidelines”) for the City’s Acquisition, Rehabilitation and Resale Program (“ARR Program”).

C. Pursuant to the NSP and the ARR Guidelines, City and Developer entered into that certain Housing, Acquisition, Rehabilitation, and Resale Participation Agreement dated as of \_\_\_\_\_, 20\_\_ (“Agreement”), which provides for the acquisition of foreclosed and vacant single-family homes, condominiums and townhomes by City and/or Developer within the area designated in the City’s NSP Action Plan, rehabilitation of the acquired homes, and resale of the homes to persons and families of very low, low, and moderate income earning not greater than one hundred twenty percent (120%) of the median income in Riverside County (as determined by the United States Department of Housing and Urban Development) (each, an “Eligible Household”) at a Resale Price (defined in the ARR Guidelines) which has been approved by the City Manager of City (“City Manager”).

D. In implementation of the Agreement and pursuant to the ARR Program, Developer has purchased that certain real property commonly known as \_\_\_\_\_, Moreno Valley, California, and more particularly described in Exhibit A attached hereto and incorporated herein (“Home”).

E. The Home is subject to the terms, conditions, and restrictions of that certain Conditions, Covenants, and Restrictions executed by Developer and dated and recorded against the Home concurrently herewith (“CC&Rs”). Under the terms of the Agreement and the CC&Rs, the parties have agreed that that Developer shall rehabilitate the Home and re-sell the Home to an Eligible Household that has been approved to acquire the Home by the City.

F. Pursuant to the Agreement, the Developer has agreed to grant to City an option to purchase the Home upon the occurrence of certain events of default, as set forth herein.

G. Developer desires to grant to City an option to purchase the Home on the terms and conditions set forth hereinbelow. For purposes of this Option Agreement, “Home” shall also be deemed to include any and all improvements located on the real property.

**NOW, THEREFORE,** in consideration of the foregoing and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

**1. Grant of Option.** Developer hereby grants to City an option (“Option”) to purchase the Home on the terms and conditions set forth in this Option Agreement. The purchase price payable by City to the Developer for the Home (“Option Price”) shall be the sum of the purchase price paid by Developer to acquire the Home and the Rehabilitation Costs (as defined in the Agreement) actually incurred by Developer to rehabilitate the Home, in accordance with the Scope of Rehabilitation and the Rehabilitation Budget approved by the City.

The Option created hereby shall be irrevocable by Developer and shall be binding upon the successors and assigns of Developer. City shall have the right of specific performance to enforce the terms of this Option Agreement.

**2. Term and Consideration for Option.** The term of the Option (“Option Term”) shall commence on the date of this Option Agreement, and shall expire upon the conveyance of the Home by Developer to an Eligible Household approved by the City in accordance with the Agreement and the CC&Rs.

**3. Exercise of Option.** The Option may be exercised by City’s delivery to Developer of written notice of such exercise (“Exercise Notice”) only upon the occurrence of one or more of the following events (“Exercise Events”): (i) a default by Developer under the Agreement which is not cured within the time set forth therein, (ii) failure by Developer to satisfactorily rehabilitate the Home or re-sell the Home to an approved Eligible Household within the time required by the Agreement, or (iii) a violation of the CC&Rs. In the event that City exercises the Option, but the Developer cures the subject default prior to the sale of the Home to City, City’s exercise of the Option shall be deemed revoked. The revocation of the exercise of the Option shall not terminate this Option Agreement or preclude City from subsequently exercising the Option upon a later occurrence of one or more of the Exercise Events.

**4. Escrow and Completion of Sale.** Within five (5) days after City has exercised the Option, or as soon thereafter as reasonably practicable, an escrow shall be opened with an escrow company mutually acceptable to City and Developer for the conveyance of the Home to City. City shall deposit the Option Price in escrow not later than one (1) business day prior to the anticipated close of escrow date. City’s obligation to close escrow shall be subject to City’s approval of a then-current preliminary title report and, at City’s option, environmental and other site testing. Any

exceptions shown on such preliminary title report created on or after Developer 's acquisition of the Home shall be removed by Developer at its sole expense prior to the close of escrow pursuant to this Section 4 unless such exception(s) is(are) accepted by City in its reasonable discretion; provided, however, that City shall accept the following exceptions to title: (i) current taxes not yet delinquent, (ii) matters affecting title existing on the date of Developer 's acquisition of the Home, (iii) liens and encumbrances in favor of the City of Moreno Valley, and (iv) matters shown as printed exceptions in the standard form CLTA owner's policy of title insurance. The parties shall each be responsible for one-half of the escrow fees, documentary transfer taxes, recording fees and any other costs and expenses of the escrow, and Developer shall be responsible for the cost of a CLTA owner's policy of title insurance. City shall have thirty (30) days after exercise of the Option to enter upon the Home to conduct any tests, inspections, investigations, or studies of the condition of the Home. Developer shall permit City access to the Home for such purposes. City shall indemnify, defend, and hold harmless Developer and its officers, directors, shareholders, s, employees, agents, and representatives from and against all claims, liabilities, or damages, and including expert witness fees and reasonable attorney's fees and costs, caused by City's activities with respect to or arising out of such testing, inspection, or investigatory activity on the Home. Escrow shall close promptly after acceptance by City of the condition of title and the physical and environmental condition of the Home. Until the Closing, the terms of the CC&Rs and the documents executed and recorded pursuant thereto shall remain in full force and effect.

**5. Failure to Exercise Option.** If the Option is not exercised in the manner provided in Section 3 above before the expiration of the Option Term, the Option shall terminate. Upon receipt of the written request of Developer , City shall cause a quitclaim deed terminating or releasing any and all rights City may have to acquire the Home to be recorded in the Official Records of Riverside County, California.

**6. Assignment and Nomination.** City shall not assign its interest hereunder without the approval of the Developer , which may be given or withheld in Developer 's sole and absolute discretion; provided that City may nominate another person or entity to acquire the Home, and the identity of such nominee shall not be subject to the approval of Developer .

**7. Title.** Following the date hereof, except as permitted by the CC&Rs, Developer agrees not to cause, and shall use commercially reasonable efforts not to permit, any lien, easement, encumbrance or other exception to title to be recorded against the Home without City's prior written approval, such approval not to be unreasonably withheld.

**8. Representations and Warranties of Developer .** Developer hereby represents, warrants and covenants to City as follows, which representations and warranties shall survive the exercise of the Option and the close of escrow:

(a) that this Option Agreement and the other documents to be executed by Developer hereunder, upon execution and delivery thereof by Developer , will have been duly entered into by Developer and will constitute legal, valid and binding obligations of Developer ;

(b) neither this Option Agreement, nor anything provided to be done under this Option Agreement, violates or shall violate any contract, document, understanding, agreement or instrument to which Developer is a party or by which it is bound; and

(c) Developer shall pay, prior to delinquency, any and all real property taxes and assessments which affect the Home.

Developer agrees to indemnify, protect, defend, and hold City and the Home harmless from and against any damage, claim, liability, or expense of any kind whatsoever (including, without limitation, reasonable attorneys' fees and fees of expert witnesses) arising from or in connection with any breach of the foregoing representations, warranties and covenants. Such representations and warranties of Developer shall be true and correct on and as of the date of this Option Agreement and on and as of the date of the close of escrow hereunder.

**9. Representations and Warranties of City.** City hereby represents and warrants and covenants to Developer, as follows, which representations and warranties shall survive the close of escrow:

(a) that this Option Agreement and the other documents to be executed by City hereunder, upon execution and delivery thereof by City, will have been duly entered into by City, and will constitute legal, valid and binding obligations of City, and

(b) neither this Option Agreement, nor anything provided to be done under this Option Agreement, violates or shall violate any contract, document, understanding, agreement or instrument to which City is a party or by which it is bound.

City agrees to indemnify, protect, defend, and hold Developer and the Home harmless from and against any damage, claim, liability, or expense of any kind whatsoever (including, without limitation, reasonable attorneys' fees and fees of expert witnesses) arising from or in connection with any breach of the foregoing representations, warranties and covenants. Such representations and warranties of City shall be true and correct on and as of the date of this Option Agreement and on and as of the date of the close of escrow hereunder.

**10. Covenants Against Discrimination.** There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises which are the subject of this Agreement. The foregoing covenants shall run with the land.

**11. General Provisions.**

(a) Paragraph Headings. The paragraph headings used in this Option Agreement are for purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Option Agreement.

(b) Notices. Any notice, demand, approval, consent, or other communication required or desired to be given under this Option Agreement shall be in writing and shall be either personally served, mailed in the United States mails, certified, return receipt requested, postage

prepaid, addressed to the party to be served, at the address for that party set forth below or such other address given by that party by notice under the provisions of this Section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or three (3) business days following mailing as aforesaid.

To Developer : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

To City: City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

(c) Binding Effect. The terms, covenants and conditions of this Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees.

(d) Entire Agreement. This Option Agreement sets forth the entire agreement between the parties hereto respecting the Option, and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter of this Option Agreement.

(e) California Law. This Option Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such laws.

(f) Time of the Essence. Time is of the essence of each and every provision of this Option Agreement.

(g) Counterparts. This Option Agreement may be signed by the parties hereto in duplicate counterparts which together shall constitute one and the same agreement between the parties and shall become effective at such time as both of the parties shall have signed such counterparts.

(h) Attorneys' Fees. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, expert witness fees, costs and expenses incurred in connection with the prosecution or defense of such action, including appeal and/or enforcement of a judgment.

(i) Computation of Time. All periods of time referred to in this Option Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time is specified as business days (which shall not include Fridays, Saturdays, Sundays or state or national holidays), provided that if the date or last date to perform any act or give any notice with respect to this Option Agreement shall fall on a Friday, Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Friday, Saturday, Sunday or state or national holiday.

(j) Third Party Beneficiaries. Except for the Agency, which is deemed to be an intended third party beneficiary of this entire Option Agreement, there are no third party beneficiaries with respect to any provisions of this Option Agreement.

(k) Definition of Terms. Terms not otherwise defined in this Option Agreement are defined in the Agreement.

**IN WITNESS WHEREOF**, this Option Agreement is executed by the parties hereto as of the date first above written.

**DEVELOPER :**

\_\_\_\_\_

By:\_\_\_\_\_

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

Title:\_\_\_\_\_

By:\_\_\_\_\_

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

Title:\_\_\_\_\_

**CITY:**

**CITY OF MORENO VALLEY**, a California municipal corporation

By:\_\_\_\_\_

Michelle Dawson, Assistant City Manager for  
Henry Garcia, City Manager

**ATTEST:**

\_\_\_\_\_  
Jane Halstead, City Clerk

**EXHIBIT A TO ATTACHMENT NO. 4  
LEGAL DESCRIPTION OF THE HOME**

**[To be inserted.]**

**ATTACHMENT NO. 5**

**CC&Rs**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

APN: \_\_\_\_\_

This document is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

**CONDITIONS, COVENANTS AND RESTRICTIONS**

These **CONDITIONS, COVENANTS AND RESTRICTIONS** (“CC&Rs”) are entered into as of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (“Developer”) in favor of the **CITY OF MORENO VALLEY**, a California municipal corporation (“City”).

**RECITALS**

A. City is the recipient of moneys from the federal government pursuant to the Neighborhood Stabilization Program (“NSP”) enacted by the United States Legislature as part of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, approved July 30, 2008).

B. Pursuant to the NSP, the City Council of City adopted, approved, and established Guidelines (“ARR Guidelines”) for the City’s Acquisition, Rehabilitation and Resale Program (“ARR Program”).

C. Pursuant to the NSP and the ARR Guidelines, City and Developer entered into that certain Housing, Acquisition, Rehabilitation, and Resale Participation Agreement dated as of \_\_\_\_\_, 20\_\_ (“Agreement”), which provides for the acquisition of foreclosed and vacant single-family homes, condominiums and townhomes by City and/or Developer within the area designated in the City’s NSP Action Plan, rehabilitation of the acquired homes, and resale of the homes to persons and families of very low, low, and moderate income earning not greater than one hundred twenty percent (120%) of the median income in Riverside County (as determined by the United States Department of Housing and Urban Development) (each, an “Eligible Household”) at a Resale Price (defined in the ARR Guidelines) which has been approved by the City Manager of City (“City Manager”).

D. In implementation of the Agreement and pursuant to the ARR Program, Developer has purchased that certain real property commonly known as \_\_\_\_\_, Moreno Valley, California, and more particularly described in Exhibit A attached hereto and incorporated herein (“Home”).



E. Pursuant to the Agreement, the Developer has agreed to execute these CC&Rs and to cause these CC&Rs to be recorded against the Home in the Official Records of Riverside County, California, to restrict the use, occupancy, and resale of the Home during the Holding Period (defined below).

**NOW, THEREFORE,** in consideration of the foregoing and the mutual covenants and conditions contained herein, Developer hereby covenants as follows:

**1. Rehabilitation of the Home.**

a. Rehabilitation Work. Developer hereby covenants to rehabilitate the Home in accordance with the Agreement, the approved Scope of Rehabilitation, the approved Rehabilitation Budget, any approved change orders, the NSP, the ARR Guidelines, the Minimum Rehabilitation Standards established by City pursuant to the ARR Guidelines, the City Municipal Code, all applicable federal, state and local laws, and the plans and specifications approved in writing by City.

b. Compliance with Laws. The rehabilitation shall comply with all applicable federal, state, and local laws, rules, and regulations, including without limitation the following:

(i) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and the implementing regulations set forth at 24 C.F.R. part 135. Developer shall coordinate and consult with the City's HUD representative to ensure compliance with the provisions of Section 3.

(ii) Title X of the 1992 Housing and Community Development Act, 42 U.S.C. Section 4800, *et seq.* and the implementing regulations set forth at 24 C.F.R. part 35, subparts A, B, J, K, and R.

(iii) To the extent such requirements are applicable to the rehabilitation work to be performed at the Home, the Davis Bacon Act, 40 U.S.C. Section 3141, *et seq.*, and the regulations promulgated thereunder set forth at 29 C.F.R. Part 1 and/or California Labor Code Section 1720, *et seq.*

c. Inspections.

(i) *Periodic Inspections.* City may at any time inspect and evaluate the progress and quality of the rehabilitation at the Home. If City is not satisfied that the rehabilitation is proceeding in accordance with the time schedule set forth in Section 1.e., that the quality of the rehabilitation conforms to the approved Scope of Rehabilitation and approved plans and specifications, or that the actual cost of the rehabilitation will comply with the approved Rehabilitation Costs as set forth in the Rehabilitation Budget, the City shall issue a Correction Notice (defined in the Agreement) to Developer and Developer shall cure all deficiencies noted in the Correction Notice within seven (7) calendar days from the date of the Correction Notice (or such longer period of time as may be approved by the City Manager, in his sole and absolute discretion). Developer shall be fully responsible for all costs incurred to cure the deficiencies set forth in the Correction Notice. If Developer does not adequately address and cure all deficiencies set forth in the Correction Notice within the time set forth herein, City shall have the right to cure such deficiencies and either: (1) add the cost of such cure to the principal balance of the City Acquisition

Loan or (2) if no City Acquisition Loan has been provided with respect to the applicable Home, to obtain reimbursement of such costs from the Resale Price paid by the Eligible Household upon the close of the Homebuyer Escrow; repayment of the City's costs incurred to cure any deficiencies identified in a Correction Notice shall have priority over the Developer's claim to the proceeds of the Resale Price, including the Developer Fee.

(ii) *Final Inspection.* Developer shall notify City in writing within two (2) calendar days of completing the rehabilitation work at the Home. Within seven (7) calendar days of receiving such notice, City will conduct a final inspection of the Home to ensure that the rehabilitation has been satisfactorily completed in accordance with the approved Scope of Rehabilitation, the approved plans and specifications, and any approved change orders. City will issue Correction Notices for any items included within the Scope of Rehabilitation, plans and specifications, or approved change orders that have not been completed to the satisfaction of and approved by the City Manager and the City's Building Division. Upon approving the rehabilitation work, City shall issue a Certificate of Completion in substantially the form attached to the Agreement as Attachment No. 7, evidencing that the rehabilitation of the Home has been satisfactorily completed.

d. Final Rehabilitation Report. Within seven (7) calendar days after the rehabilitation work has been approved by City but in no event later than thirty (30) calendar days prior to close of the Homebuyer Escrow, Developer shall provide City with a Final Rehabilitation Report. City shall accept or reject the Final Rehabilitation Report submitted by Developer within seven (7) calendar days of receiving the complete, detailed Final Rehabilitation Report. If City rejects the Final Rehabilitation Report it shall provide Developer with a written explanation of the reasons for the rejection and Developer shall revise the Final Rehabilitation Report based on the direction provided by City. *The Home may not be resold by Developer until the Final Rehabilitation Report is approved by City.*

e. Schedule of Performance. Developer shall notify the City in writing within two (2) calendar days of commencing rehabilitation at the Home. Developer shall commence the rehabilitation of the Home within thirty (30) calendar days after acquiring title to the Home. Developer shall complete the rehabilitation work within sixty (60) calendar days after commencement of the rehabilitation (and not later than ninety (90) days after acquiring title to the Home). City Manager, in his sole discretion, may approve extensions of the time to commence and/or complete rehabilitation. Failure to commence or complete the rehabilitation of the Home within the time set forth herein, as it may be extended in the sole and absolute discretion of the City Manager, shall constitute a default under these CC&Rs, the Agreement, and the ARR Guidelines resulting in City's option to accelerate repayment of the City Acquisition Loan or exercise the City's Option to acquire the Home under the Option Agreement, as applicable.

## **2. Resale of the Home.**

a. Marketing Plan. Within seven (7) calendar days after completion of the rehabilitation of the Home (as approved by the City Manager), Developer will cause the marketing of the Home to prospective purchasers, including causing the Home to be listed on the Multiple Listing Service. The total maximum commission payable to both the listing and the buyer's real estate agents shall not exceed 6% of the Resale Price. Developer shall use reasonable efforts to utilize realtors located in the City or within fifteen (15) miles of the City. Developer will screen prospective purchasers for eligibility in accordance with these CC&Rs, the Agreement and the ARR

Guidelines. City shall select the escrow and title company(ies) to be used in connection with the Homebuyer Escrow.

b. Resale Price. Developer shall obtain the City Manager's approval of the proposed listing price (Resale Price) of the Home prior to listing the Home for resale.

(i) *Minimum Resale Price.* If practicable, the Resale Price must be sufficient in amount to cover all Project Costs incurred by City and Developer to acquire, hold, rehabilitate and resell the Home. In the event the actual approved Project Costs exceed the post-rehabilitation fair market value of the Home, City Manager may approve a Resale Price that is less than the Project Costs. The amount by which actual approved Project Costs exceed the Resale Price shall be deducted from the Developer Fee; if the entire Developer Fee is depleted, the remaining negative amount shall constitute an NSP subsidy to the Home.

(ii) *Maximum Resale Price.* The Resale Price for the Home shall not exceed the total approved and actually incurred Project Cost with respect to the Home. Notwithstanding the immediately preceding sentence, if the total Project Costs are less than the post-rehabilitation fair market value of the Home, the City Manager may, in his sole and absolute discretion, permit the Home to be sold at a Resale Price up to its fair market value. If the Home is resold for a Resale Price which exceeds total Project Costs for the Home, the City shall provide a silent second equity share loan for the amount by which the fair market value of the Home exceeds Project Costs and the Eligible Household shall execute a Homebuyer Promissory Note and Homebuyer Deed of Trust (as those terms are defined below) in favor of the City to evidence and secure such loan. The Homebuyer Deed of Trust shall be recorded against the Home at the close of the Homebuyer Escrow along with the Regulatory Agreement (defined below). The equity share loan provisions shall comply with the guidelines set forth for the City's established Down Payment Assistance Program.

c. Approval of Resale Agreement. When an offer to purchase a rehabilitated Home is received from an Eligible Household, Developer shall present the offer to the City Manager for consideration and the City Manager shall, within fifteen (15) calendar days of receiving a copy of the written offer from Developer, either accept the offer, reject the offer, or suggest that a counter offer be submitted to the interested homebuyer. Any counter offer or acceptance of an offer by Developer shall be made expressly subject to verification that the interested homebuyer meets all requirements of these CC&Rs, the Agreement, the ARR Guidelines, and the NSP regulations relating to acquisition of the Home. Further, any purchase and sale agreement entered into by the Developer and an interested homebuyer shall be made expressly subject to verification of the homebuyer's status as an Eligible Household and compliance with all requirements under these CC&Rs, the Agreement, the ARR Guidelines, and the NSP regulations.

d. Eligible Household Qualifications. Homes acquired and rehabilitated pursuant to the ARR Program may only be resold to Eligible Households.

(i) *Eligible Household Requirements.* To qualify as an Eligible Household, each prospective homebuyer must be a person(s) or family that:

(A) earns 120% or less of the Riverside County area median income, as published annually by HUD;

- (B) will both own and occupy the Home;
- (C) will attend an eight (8) hour, HUD-certified, pre-acquisition home ownership class prior to close of the Homebuyer Escrow; and
- (D) will obtain a low-risk mortgage loan, preferably at a fixed interest rate, as approved by the City Manager prior to or concurrently with close of the Homebuyer Escrow.

(ii) *Down Payment.* If the Eligible Household receives a loan or other assistance through the City's Down Payment Assistance Program, such Eligible Household must provide a minimum down payment equal to one percent (1%) of the Resale Price using the Eligible Household's own funds or funds contributed by someone related to the Eligible Household.

(iii) *Income Verification.* Developer shall require each interested homebuyer to complete and execute the Income Verification Worksheet attached to the Agreement as Attachment No.6 along with such other income verification questionnaires and eligibility documentation as may be reasonably requested by City. Developer shall promptly deliver all such documentation to City Manager for his review to enable a determination of whether such interested homebuyer qualifies as an Eligible Household under the ARR Program.

e. Affordability Restrictions.

(i) *Regulatory Agreement.* The Eligible Household that purchases the Home shall execute a "Regulatory Agreement" in a form approved by the City Manager which shall restrict the ownership, occupancy, and resale of each Home to Eligible Households that have been pre-approved by City in writing for a term of not fewer than fifteen (15) years from the date the Home is conveyed to the Eligible Household. The Regulatory Agreement shall be recorded against the Home concurrently with the close of the Homebuyer Escrow.

(ii) *Promissory Note and Deed of Trust.* If the Home is sold for a Resale Price which is less than the Fair Market Value of the Home or the Eligible Household that purchases the Home receives assistance through the City's Down Payment Assistance Program, such Eligible Household shall execute a "Homebuyer Promissory Note" and "Homebuyer Deed of Trust" in favor of the City, in a form approved by the City Manager. The Homebuyer Deed of Trust shall be recorded against the Home concurrently with the close of the Homebuyer Escrow. The Homebuyer Promissory Note shall become immediately due and payable in the event the Home is sold to a purchaser that does not qualify as a pre-approved Eligible Household and shall provide for a declining equity share in favor of the City or other loan structure to protect the City's investment in the Home and such other restrictions as may be necessary or appropriate to restrict the Home to ownership and occupancy by Eligible Households throughout the fifteen (15) year term of the Regulatory Agreement. Any resale of the Home during the fifteen (15) year term of the Regulatory Agreement shall require the prior written approval of the City Manager. If an Eligible Household continuously owns and occupies the Home and is not otherwise in default under the Homebuyer Promissory Note, the Homebuyer Deed of Trust, or the Regulatory Agreement throughout the entire fifteen (15) year term of the Regulatory Agreement, the City's loan to the Eligible Household, including all equity sharing amounts and interest, shall be forgiven in its entirety and the City shall cause the Homebuyer Deed of Trust to be reconveyed, the Homebuyer Promissory Note to be

destroyed or returned to the Eligible Homebuyer, and the Regulatory Agreement to be terminated and removed from title to the Home.

(iii) *Execution and Recordation of Homebuyer Agreements.* Developer shall be responsible for ensuring that the Eligible Homebuyer that purchases the Home executes the Homebuyer Promissory Note, Homebuyer Deed of Trust, and Regulatory Agreement and that the Homebuyer Deed of Trust and Regulatory Agreement are recorded against the Home concurrently with the close of the Homebuyer Escrow. Developer shall provide the original, executed Homebuyer Promissory Note and conformed copies of the recorded Homebuyer Deed of Trust and Regulatory Agreement to City promptly upon close of the Homebuyer Escrow.

f. Eligible Homebuyer Escrow; Schedule of Performance. Upon approval of an Eligible Household for the purchase of a rehabilitated Home, Developer shall cause the Homebuyer Escrow to be opened with the approved prospective purchaser and will take all steps necessary to ensure a timely close of the Homebuyer Escrow, subject to compliance with the ARR Guidelines. The Homebuyer Escrow must close within one hundred eighty (180) calendar days following Developer's acquisition of title to the applicable Home, or such longer period as may be approved in writing by City Manager, in his sole and absolute discretion, but in no event longer than two hundred seventy (270) calendar days following Developer's acquisition of title to the Home. Failure to close the Homebuyer Escrow within such period shall constitute a default under these CC&Rs, the Agreement, the City Acquisition Loan and/or the Option Agreement, as applicable, permitting City to accelerate repayment of the City Acquisition Loan or exercise the Option, as applicable, with respect to the applicable Home.

### **3. Property Management During Holding Period**

a. Holding Period Plan. Developer shall be solely responsible for the maintenance and security of the Home throughout the entire term beginning on the date the Developer Escrow closes and continuing through the close of the Homebuyer Escrow (such period of time is referred to herein as the "Holding Period"). Developer shall maintain and secure the Home in accordance with the "Holding Period Plan" submitted by Developer to City, which is attached to the Agreement as Attachment No. 8. City reserves the right to amend or change the Holding Period Plan as required to successfully maintain and secure the Home. Developer's maintenance obligations under the Holding Period Plan shall include (without limitation) keeping the Home free of debris, weeds, graffiti, vermin, vagrants, squatters, and other nuisance conditions. In addition, Developer shall secure the Home to ensure that squatters and the public are unable to enter the Home or obtain access to the back yard or other non-public areas of the Home. Developer shall be solely responsible for all costs incurred to maintain and secure the Home as specified in the Holding Period Plan. In no event shall the City be liable for any such costs, nor shall City be required to reimburse Developer for any such costs incurred to maintain or secure the Home during the Holding Period.

b. Periodic Inspections; Correction Notice. During the Holding Period, City may inspect and enter the Home at any time and with or without first notifying Developer to verify compliance with these maintenance and security obligations. A City staff member assigned to work with Developer shall periodically inspect the Home during the Holding Period and shall issue a Correction Notice with respect to any City Municipal Code violation or other failure to comply with or perform in accordance with the Holding Period Plan. Developer shall promptly correct any nuisance conditions (whether or not specified in the Holding Period Plan) or violations of the

Holding Period Plan discovered at the Home within seven (7) calendar days of receiving a Correction Notice relating to nuisances or violations of the City Municipal Code or the Holding Period Plan from the City or within one (1) calendar day for any serious nuisance conditions such as vagrants, squatters, or other trespassers at the Home, graffiti, significant trash or debris in visible areas, or other health or safety concerns. Developer shall be fully responsible for all costs incurred to cure all deficiencies set forth in the Correction Notice. If Developer does not adequately address and cure the deficiencies set forth in the Correction Notice within the times set forth herein, City shall have the right to cure such deficiencies and either (1) add the cost of such cure to the principal balance of the City Acquisition Loan or (2) if no City Acquisition Loan has been provided with respect to the Home, to obtain reimbursement of such costs from the Resale Price paid by the Eligible Household upon the close of the Homebuyer Escrow; repayment of the City's costs incurred to cure any deficiencies identified in a Correction Notice shall have priority over Developer's claim to the proceeds of the Resale Price, including the Developer Fee.

**4. Term of CC&Rs.** The term of these CC&Rs shall commence on the date of these CC&Rs and shall expire upon the conveyance of the Home by Developer to an Eligible Household approved by the City in accordance with the Agreement and these CC&Rs. Developer and City shall execute a document in recordable form terminating these CC&Rs which may be recorded concurrently with the close of a Homebuyer Escrow in compliance with the Agreement and these CC&Rs.

**5. Indemnification.** Developer shall defend (with counsel selected by City), indemnify and hold harmless the Redevelopment Agency of the City of Moreno Valley ("Agency") and City and their officers, officials, employees and agents from and against any and all claims, demands, damages, or liability arising from or relating to the Agreement and/or these CC&Rs, Developer's actions in implementation of the Agreement and/or these CC&Rs, or any activity, work or things done, permitted or suffered by Developer and shall further defend (with counsel selected by City), indemnify and hold harmless Agency and City and their officers, officials, employees and agents from and against any and all claims arising from any breach or default in the performance of any obligation of Developer under the terms of the Agreement and/or these CC&Rs and from and against all costs, attorneys fees, expert witness fees, expenses and liability incurred in the defense of any such claim or any action or proceeding brought thereon. Developer's agreement to defend, indemnify and hold the Agency and City harmless shall extend to any claims, demands, damages, or liabilities, including but not limited to claims pertaining to environmental conditions, that may arise as a result of the acquisition and/or ownership of the Home by City and/or Developer in implementation of the Agreement and/or these CC&Rs. The foregoing indemnification obligations shall apply regardless of whether such damages or claims shall accrue or be discovered before or after termination of the Agreement and/or these CC&Rs, but shall not apply to the extent such damages or claims are caused by the gross negligence or willful misconduct of City or Agency.

**6. Insurance.** During the entire term of these CC&Rs, Developer shall take out and maintain the following insurance:

a. a commercial general liability and property damage insurance policy in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit policy, including contractual public liability, as shall protect Developer, City, and Agency from claims for such damages until two (2) years after the completion of all rehabilitation work performed pursuant to these CC&Rs and the Agreement;

b. a comprehensive automobile liability policy in the amount of not less than One Million Dollars (\$1,000,000) combined single limit;

c. a policy of all-risk property insurance with respect to the Home in an amount of not less than one hundred percent (100%) of the full replacement value of the Home (provided, such property insurance is only required during the Holding Period with respect to the Home); and

d. workers' compensation insurance as required by law.

Developer shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. This countersigned certificate and the policy which it certifies, shall name the City and Agency and their respective officers, agents, and employees as additional insured. The certificate by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Developer shall be primary insurance and not contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy and the certificate of insurance shall contain a waiver of subrogation for the benefit of the City and Agency.

Developer shall additionally furnish or cause to be furnished to City evidence satisfactory to City that any contractor with whom it has contracted for the performance of work on the Home or otherwise pursuant to the Agreement and/or these CC&Rs carries workers' compensation insurance as required by law.

**[7. Deed of Trust.** Performance under these CC&Rs is secured by that certain Deed of Trust with Assignment of Rents (Short Form) executed by Developer in favor of City and recorded against the Home in the Official Records of Riverside County concurrently with these CC&Rs.] **[Use this provision if a City Acquisition Loan is provided.]**

**OR**

**[7. Option Agreement.** Default by Developer under these CC&Rs is an event which triggers City's Option to acquire the Home from Developer under that certain Option Agreement executed by Developer in favor of City and recorded against the Home in the Official Records of Riverside County concurrently with these CC&Rs.] **[Use this provision if a City Acquisition Loan is NOT provided.]**

**8. Covenants against Discrimination.** There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of these CC&Rs, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises which are the subject of these CC&Rs. The foregoing covenants shall run with the land.

**9. Right of Entry.** For the purpose of assuring compliance with these CC&Rs, representatives of the City shall have the right of access to the Home, without charges or fees, at normal construction hours during the period of work for the purposes of these CC&Rs, including, but not limited to, the inspection of the rehabilitation work being performed, so long as such City representatives comply with all applicable laws during such entry. City shall hold the Developer harmless from any bodily injury or related damages arising out of the activities of the City at the Home. This Section shall not be deemed to diminish or limit any rights the City may have by operation of law irrespective of the Agreement.

**10. General Provisions.**

a. Paragraph Headings. The paragraph headings used in these CC&Rs are for purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of these CC&Rs.

b. Notices. Any notice, demand, approval, consent, or other communication required or desired to be given under these CC&Rs shall be in writing and shall be either personally served, mailed in the United States mails, certified, return receipt requested, postage prepaid, addressed to the party to be served, at the address for that party set forth below or such other address given by that party by notice under the provisions of this Section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or three (3) business days following mailing as aforesaid.

To Developer : \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

To City: City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attention: City Manager

c. Binding Effect. The terms, covenants and conditions of these CC&Rs shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees.

d. California Law. These CC&Rs shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such laws.

e. Time of the Essence. Time is of the essence of each and every provision of these CC&Rs.

f. Counterparts. These CC&Rs may be signed by the parties hereto in duplicate counterparts which together shall constitute one and the same agreement between the parties and shall become effective at such time as both of the parties shall have signed such counterparts.



g. Attorneys' Fees. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, expert witness fees, costs and expenses incurred in connection with the prosecution or defense of such action, including appeal and/or enforcement of a judgment.

h. Computation of Time. All periods of time referred to in these CC&Rs shall include all Saturdays, Sundays and state or national holidays, unless the period of time is specified as business days (which shall not include Fridays, Saturdays, Sundays or state or national holidays), provided that if the date or last date to perform any act or give any notice with respect to these CC&Rs shall fall on a Friday, Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Friday, Saturday, Sunday or state or national holiday.

i. Third Party Beneficiaries. Except for the Agency, which is deemed to be an intended third party beneficiary of these CC&Rs, there are no third party beneficiaries with respect to any provisions of these CC&Rs.

j. Definition of Terms. Terms not otherwise defined in these CC&Rs are defined in the Agreement.

**IN WITNESS WHEREOF**, these Conditions, Covenants and Restrictions are executed by the parties hereto as of the date first above written.

**DEVELOPER :**

\_\_\_\_\_

By:\_\_\_\_\_

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

Title:\_\_\_\_\_

By:\_\_\_\_\_

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

Title:\_\_\_\_\_

**CITY:**

**CITY OF MORENO VALLEY**, a California municipal corporation

By:\_\_\_\_\_

Michelle Dawson, Assistant City Manager for  
Henry Garcia, City Manager

**ATTEST:**

\_\_\_\_\_  
Jane Halstead, City Clerk

**EXHIBIT A TO ATTACHMENT NO. 5**

**LEGAL DESCRIPTION**

**[To be inserted.]**

ATTACHMENT NO. 6

INCOME VERIFICATION WORKSHEET

Part I -- General Information

- 1. Home Address: \_\_\_\_\_
- 2. Name of Potential Homebuyer: \_\_\_\_\_

Part II – Affidavit of Potential Homebuyer

1. I, \_\_\_\_\_, and I, \_\_\_\_\_, as applicants for Purchase of a Home at the above-described address, do hereby represent and warrant as follows:

A. (My/Our) gross income (anticipated total annual income) **does not exceed fifty percent (50%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and annually published by the United States Department of Housing and Urban Development. (I/We) understand that the applicable income limit is \$\_\_\_\_. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a purchase agreement for the Home or the date on which (I/we) will initially occupy such Home, whichever is earlier.

\_\_\_\_\_  
Tenant(s)' Initials

B. (My/Our) gross income (anticipated total annual income) exceeds eighty percent (80%) but **does not exceed one hundred twenty percent (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and annually published by the United States Department of Housing and Urban Development. (I/We) understand that the applicable income limit is \$\_\_\_\_. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a purchase agreement for the Home or the date on which (I/we) will initially occupy such Home, whichever is earlier.

\_\_\_\_\_  
Tenant(s)' Initials

C. (My/Our) gross income (anticipated total annual income) **exceeds one hundred twenty (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and annually published by the United States Department of Housing and Urban Development. (I/We) understand that the applicable income limit is \$\_\_\_\_. The

following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a purchase agreement for the Home or the date on which (I/we) will initially occupy such Home, whichever is earlier.

\_\_\_\_\_  
Tenant(s)' Initials

2. Tenants qualifying as A and B, above, must complete the following:

**Monthly Gross Income**  
**(All Sources of Income of All Adult Household Members Must be Listed)**

Source	Head of Household	Co-Tenants	Total
Gross amount, before payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses			
Interest and/or dividends			
Net income from business or from rental property			
Social security, annuities, insurance policies, pension/retirement funds, disability or death benefits received periodically			
Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay			
Alimony, child support, other periodic allowances			
Public assistance, welfare payments			
Regular pay, special pay and allowances of members of Armed Forces			
Other			

Total: \_\_\_\_\_

Total (from Table on previous page) x 12 \_\_\_\_\_ = Gross Annual Household Income

Note: The following items are **not** considered income: casual or sporadic gifts; amounts specifically for or in reimbursement of medical expenses; lump sum payments such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses; educational scholarships paid directly to the student or educational institution; government benefits to a veteran for education; special pay to a serviceman head of family away from home and under hostile fire; foster child care payments; value of coupon allotments for purpose of food under Food Stamp Act of 1964 which is in excess of amount actually charged the eligible household; relocation payments under Title II of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; payments received pursuant to participation in the following programs: VISTA, Service Learning Programs, and Special Volunteer Programs, SCORE, ACE, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience.

3. This affidavit is made with the knowledge that it will be relied upon by the City of Moreno Valley to determine maximum income for eligibility and (I/we) warrant that all information set forth in this document is true, correct and complete and based upon information (I/we) deem reliable and that the estimate contained in paragraph 1 and the information contained in paragraph 2 of this Part II is reasonable and based upon such investigation as the undersigned deemed necessary.
4. (I/We) will assist the City of Moreno Valley in obtaining any information or documents required to verify the statements made in this Part II and have attached hereto copies of (my/our) federal income tax return for most recent tax year in which a return was filed (past two years federal income tax returns for self-employed persons).
5. (I/We) acknowledge that (I/we) have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of (my/our) agreement with the City of Moreno Valley in connection with our purchase of the Home and will additionally enable the City of Moreno Valley to initiate and pursue all applicable legal and equitable remedies with respect to the unit and to me/us.

(I/We) do hereby swear under penalty of perjury that the foregoing statements are true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant



**INCOME VERIFICATION**  
**(for self-employed persons)**

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT NO. 7**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552  
Attn: City Manager

APN: \_\_\_\_\_

This document is exempt from payment of a recording fee pursuant to government Code Sections 6103 and 27383.

**CERTIFICATE OF COMPLETION**

This **CERTIFICATE OF COMPLETION** ("Certificate") is hereby made as of \_\_\_\_\_, 20\_\_, by the **CITY OF MORENO VALLEY**, a California municipal corporation ("City"), in favor of \_\_\_\_\_, a California \_\_\_\_\_ ("Developer").

**RECITALS**

A. City and Developer have entered into a Housing Acquisition, Rehabilitation, and Resale Participation Agreement dated as of \_\_\_\_\_, 20\_\_ ("Agreement"), which Agreement provides for the acquisition, rehabilitation, and resale by Developer of a residence located on certain real property situated in the City of Moreno Valley, California, and more particularly described on Exhibit A attached hereto and made a part hereof by this reference ("Rehabilitation of the Home"). As required in the Agreement, City shall furnish Developer with a Certificate of Completion upon completion of the Rehabilitation of the Home.

B. City has conclusively determined that the Rehabilitation of the Home required by the Agreement has been satisfactorily completed.

**NOW, THEREFORE**, City hereto certifies as follows:

1. As provided in the Agreement, City does hereby certify that the Rehabilitation of the Home has been fully and satisfactorily performed and completed in accordance with the Agreement.

2. After the recordation of this Certificate, any person or entity then owning or thereafter purchasing, or otherwise acquiring any interest in the Home will not (because of such ownership, purchase, or acquisition) incur any obligation or liability under the Agreement, except that such party shall be bound by any and all of the covenants, conditions, and restrictions which survive such recordation.

3. This Certificate is not a notice of completion as referred to in Section 3093 of the California Civil Code.

4. The recitals above are incorporated in full as part of the substantive text of this Certificate.

**IN WITNESS WHEREOF**, City has executed this Certificate of Completion as of the date first set forth above.

**CITY:**

**CITY OF MORENO VALLEY**, a California municipal corporation

\_\_\_\_\_  
Michelle Dawson, Assistant City Manager for  
Henry Garcia, City Manager

**ATTEST:**

\_\_\_\_\_  
Jane Halstead, City Clerk

**APPROVED FOR RECORDING:**

**DEVELOPER :**

\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

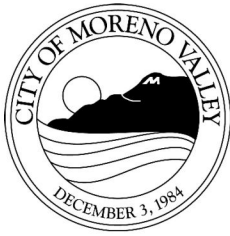
Title: \_\_\_\_\_

**EXHIBIT A TO ATTACHMENT NO. 7**  
**LEGAL DESCRIPTION OF THE HOME**

**[To be inserted.]**

**ATTACHMENT NO. 8**  
**HOLDING PERIOD PLAN**

**[To be inserted.]**



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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk, CMC

**AGENDA DATE:** April 24, 2012

**TITLE:** APPOINTMENTS TO THE RECREATIONAL TRAILS BOARD AND THE TRAFFIC SAFETY COMMISSION

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint one member to the Recreational Trails Board with a term expiring June 30, 2013; and
2. Appoint one member to the Traffic Safety Commission with a term expiring June 30, 2014; or
3. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

### **BACKGROUND**

Applications were accepted by the City Clerk's Office to fill a vacancy for the Recreational Trails Board and the Traffic Safety Commission. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The Recreational Trails Board has two vacant positions with terms expiring June 30, 2013. The City Clerk's Office received one application for this position from Manzell Baskerville.

The Traffic Safety Commission has one vacant position with a term expiring June 30, 2014. The City Clerk's Office received three applications for this position. The applications were submitted by Thomas Ketcham, Michael J. Riiff, and Edward C. "Pete" Rodine (currently VVUSD-PTO Representative).

**ALTERNATIVES**

The Recreational Trails Board members provide input on matters pertaining to single-use and multi-use recreational trails including bicycle, jogging and equestrian trails within or affecting the City. The Traffic Safety Commission considers matters pertaining to traffic safety within the City; evaluates proposals for traffic control devices; and evaluates the need for striping, signing or other measures not of a regulatory nature. Furthermore, the Commission educates the public on traffic issues and responds to public concerns regarding traffic and pedestrian safety. Choosing not to fill vacancies on the above-mentioned commission and board would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

**NOTIFICATION**

1. Publication of the agenda
2. Report and agenda mailed to applicants

Prepared By:  
Ewa Lopez  
Deputy City Clerk, CMC

Department Head Approval:  
Jane Halstead  
City Clerk, CMC

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

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

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Approved as requested:	Referred to:
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Denied:	Continued until:
Other:	Hearing set for:

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ATTACHMENT "A"

REVISED PURCHASING ORDINANCE NO. 844

AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF MORENO VALLEY, CALIFORNIA,  
AMENDING TITLE 3 OF THE CITY OF MORENO  
VALLEY MUNICIPAL CODE BY REPEALING AND  
REENACTING CHAPTER 3.12, PURCHASING.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE AMENDED:

1.1 Chapter 3.12 of Title 3 of the City of Moreno Valley Municipal Code is hereby repealed, the repeal to be effective only upon the effective date of the reenactment of said Chapter 3.12, as set forth in Section 2 of this Ordinance.

SECTION 2. REENACTMENT OF CHAPTER 3.12:

2.1 Chapter 3.12 of Title 3 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to read as follows:

**Chapter 3.12**

**PURCHASING**

**Sections:**

- 3.12.010 Definitions.**
- 3.12.020 General—Purpose.**
- 3.12.025 Requisites for contract enforceability.**
- 3.12.030 General—Establishment of centralized purchasing system.**
- 3.12.040 General—Delegation of purchasing authority.**
- 3.12.050 General—Procurement methods.**
- 3.12.060 General—Award criteria.**
- 3.12.070 General—Protest procedures.**
- 3.12.080 General—Single source and sole source.**
- 3.12.090 General—State and federal funds.**
- 3.12.100 General—Conflict of interest and unlawful activity.**
- 3.12.110 General—Collusion with bidder.**
- 3.12.120 General—Collusion by bidder.**
- 3.12.130 General—Monetary limits.**
- 3.12.140 General—Emergency purchases.**
- 3.12.150 Materials, supplies and equipment—Local vendor preference.**
- 3.12.160 Materials, supplies and equipment—Record keeping of informal quotes.**

- 3.12.170 **Materials, supplies and equipment—Bid limits.**
- 3.12.180 **Materials, supplies and equipment—Publication of notice inviting formal bids.**
- 3.12.190 **Materials, supplies and equipment—Bidder’s security.**
- 3.12.200 **Materials, supplies and equipment—Authorization and execution of contract.**
- 3.12.210 **Materials, supplies and equipment—Rejection of bids.**
- 3.12.220 **Materials, supplies and equipment—Tie formal bids.**
- 3.12.230 **Materials, supplies and equipment—No formal bids received.**
- 3.12.240 **Materials, supplies and equipment—Withdrawal or correction of formal bid.**
- 3.12.250 **Materials, supplies and equipment—Waiver of formal bid procedures.**
- 3.12.260 **Materials, supplies and equipment—Cooperative purchasing or “piggybacking.”**
- 3.12.270 **Contracted services—General.**
- 3.12.280 **Contracted services—Paid for by others.**
- 3.12.290 **Contracted services—Legal services.**
- 3.12.300 **Public projects—General.**
- 3.12.310 **Public projects—Professional services.**
- 3.12.320 **Severability**
- 3.12.330 **Debarment or Suspension (federally funded contractors)**

**3.12.010 Definitions.**

“Cooperative purchasing” means a form of intergovernmental cooperative purchasing in which one government agency or jurisdiction performs the solicitation and award process for several agencies or jurisdictions, but separate contracts or purchase orders are executed between each participating agency and the vendor; the agency contracting for the prices bears no contractual responsibility to the vendor. (See “piggyback”)

“Direct pay form” means a method of payment submitted to the Financial & Administrative Services Department for payment of a commodity or service, typically after it has been procured. Administrative policies and regulations shall apply.

“Emergency” means the existence or threatened existence of conditions of extreme peril to the safety of persons and property within the City that may vitally affect the life, health or convenience of citizens. Events of: (1) disaster such as caused by fire, flood, storm, epidemic, riot, earthquake, drought, energy shortage, the existence or threatened existence of which has been proclaimed by the City Council or the City Manager in his/her capacity as Director of Emergency Services; or (2) the existence of a breakdown in machinery, equipment or essential governmental services which requires the immediate purchase of materials, supplies, equipment or services to protect the public health, safety or general welfare of the residents of the City; or (3) where an essential governmental operation affecting the public health, safety or general welfare could be greatly hampered or disrupted by following the standard procurement procedures.

“Force account” means any work that is performed by current City staff (force).

“Formal bid” means a bid that must be submitted in a sealed envelope and in conformance with a prescribed format to be opened in public at a specified time.

“General prevailing rate of per diem wages” means the payment of prevailing wages upon public works as defined in Section 16000 of the California Code of Regulations Title 8, Group 3.

“Informal bid” means a competitive bid or price quotation for supplies or services that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or reading of bids.

“Local small business vendor” means a business entity that has for at least the last twelve (12) months prior to submittal of its RFP response or quote (i) held a current business license issued by the City, and (ii) maintained fixed offices or distribution points located within the City’s geographic boundaries, and (iii) that either employs fewer than one hundred (100) employees or has average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years. .

“Lowest responsible bidder” means the bidder or offeror that submitted a responsive bid or quote at the lowest price of all the responsive bids or quotes submitted, and whose past performance, reputation and financial capability is deemed acceptable. (See “responsible bidder”)

“Piggyback” means the form of intergovernmental cooperative purchasing in which a public agency requests competitive sealed bids, enters into a contract and arranges, as part of the contract, for other public agencies to purchase from the selected vendor under the same terms and conditions as itself. This process eliminates the need to competitively bid the particular item again. (See “cooperative purchasing”)

“Professional services” means the services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training or direct assistance; includes any type of professional service that may be lawfully rendered but does not include “public projects”.

“Public project” is defined in Sections 22002 and 22003 of the Public Contract Code as follows:

- (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- (2) Painting or repainting of any publicly owned, leased, or operated facility.
- (3) In the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

"Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:

- (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- (2) Minor repainting.
- (3) Resurfacing of streets and highways at less than one inch.
- (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- (5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

For purposes of this chapter, "facility" means any plant, building, structure, ground facility, utility system, subject to the limitation found in paragraph (3) of subdivision (c), real property, streets and highways, or other public work improvement.

A public agency which has, by resolution, elected to become subject to the uniform construction cost accounting procedures set forth in Article 2 (commencing with Section 22010), may utilize the bidding procedures set forth in Article 3 (commencing with Section 22030) when contracting for "maintenance work," as defined in Section 22002, or when contracting for any other work which does not fall within the definition of "public project," as defined in Section 22002.

"Public works contract" means an agreement or contract, awarded through competitive bids, for a public project that is for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

"Purchase order" means a purchaser's written document to a vendor formalizing all the terms and conditions of a proposed transaction and including or referring to all required elements of a contract. A purchase order is requested from the Purchasing Division by use of ~~city~~ a City purchase requisition form. It is to be utilized when a vendor requests a purchase order or when products cannot be procured through the use of the procurement card or other approved purchasing method.

"Responsible bidder" means a bidder or offeror who has the capability in all respects to perform fully the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

"Request for proposal (RFP)" means all documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals. Procedures for the RFP process are incorporated in administrative policy and may be changed as required from time to time.

"Request for quote (RFQ)" means an informal solicitation or request for information, where oral or written quotes are obtained from vendors, without formal advertising or receipt of sealed bids, such as small or emergency purchases, but price competition is desired. Procedures for the RFQ process are incorporated in administrative policy and may be changed as required from time to time.

"Single source" means a contract for the purchase of goods or services entered into after soliciting and negotiating only with one source, usually because of the technology required or uniqueness of the product or service provided. (Compare to "sole source")

"Sole source" means that only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation, such as technical qualifications, matching to currently owned equipment or supplies, the ability to deliver at a particular time, or services from a public utility. (Compare to "single source") (Ord. 587 § 2.1 (part), 2001)

### **3.12.020 General—Purpose.**

The purpose of this chapter is to ensure that:

1. A purchasing system is efficient to the end user;
2. Goods and services are procured at a fair and competitive price;
3. All contracting, including public works contracts, follow all applicable state and federal laws and regulations;
4. This chapter shall be interpreted and construed to be consistent with state law. (Ord. 587 § 2.1 (part), 2001)

**3.12.025 Requisites for contract enforceability.**

Except as specifically provided by the City of Moreno Valley Municipal Code, now or in the future, the City is not bound by any contract unless the same shall be in writing and signed by the Mayor, after City Council approval, or by such other officer of the City as authorized by ordinance, resolution, or action of the City Council. (Ord. 624 § 1.8, 2003)

**3.12.030 General—Establishment of centralized purchasing system.**

A centralized purchasing system is established in order to:

1. Create efficient procedures for the acquisition of supplies, materials, equipment and services for the various departments of the City;
2. Exercise positive financial control over purchases;
3. Clearly define the authority for the purchasing function;
4. Assure the quality of purchases;
5. Purchase without favor or prejudice. (Ord. 587 § 2.1 (part), 2001)

**3.12.040 General—Delegation of purchasing authority.**

The City Manager may authorize any department to purchase supplies, materials, equipment and contractual services, provided that such purchases or contracts shall be made in conformity with this chapter and all applicable administrative policies and procedures. Such purchases or contracts shall be subject to review by the Purchasing Manager (or equivalent position). (Ord. 587 § 2.1 (part), 2001)

**3.12.050 General—Procurement methods.**

All procurement methods shall be in accordance with adopted policies and procedures. All purchase orders shall be signed by the Purchasing Manager or designated representative. The City Manager may adopt administrative policies that further implement the intent of this ordinance. Specifications for procurement may include references to brand name, for illustrative purposes only, provided each brand name used is followed by the words “or equal.” (Ord. 587 § 2.1 (part), 2001)

**3.12.060 General—Award criteria.**

To the extent not inconsistent with state law the following guidelines are to be followed for awards made under this chapter. Awards shall be based on the best value to the City. The determination of best value shall be pursuant to the findings and recommendations presented by the Purchasing Manager at the time of award. Award criteria of contracts, agreements, instruments and conveyances not otherwise covered by this chapter may be prescribed by City Council resolution. (Ord. 587 § 2.1 (part), 2001)

**3.12.070 General—Protest procedures.**

To the extent not inconsistent with state law the following guidelines are to be followed for protests of awards made under this chapter. Any bidder, offeror or contractor who is allegedly

aggrieved in connection with the solicitation of a contract or purchase order may protest. Protests of the contents of the specifications shall not be considered. Protests must be received by the City Clerk no later than the close of business on the second City business day after the date of award. Protest documents will be date and time stamped by City personnel. Failure to submit a timely protest to the City Clerk shall bar consideration of such protest. It is the responsibility of the protestor to verify the date of award and that the City Clerk received their protest.

The City Manager or designee shall respond in writing to the protestor within five City business days. If the protestor wishes to appeal the decision rendered by the City Manager or designee, such appeal must be made in accordance with the provisions for appeal set forth in Chapter 2.04 of this code. All protests shall be in writing and must include the following information:

1. The name, address and telephone number of the protestor;
2. The signature of the protestor or protestor's representative;
3. The solicitation, bid or contract number;
4. A detailed statement of all legal and factual grounds for the protest;
5. All documentation supporting the protestor's grounds for the protest;
6. The form of relief requested and the legal basis for such relief. (Ord. 587 § 2.1 (part), 2001)

**3.12.080 General—Single source and sole source.**

Where applicable and not otherwise provided by state or federal law, purchasing from a single source or sole source may be permitted after written justification from the requesting department explaining why a single or sole source has been specified, and a factual finding by the person or body authorizing the purchase that it is in the best interest of the City to purchase without competitive purchasing. Single and sole source procedures are not applicable to public works projects except as permitted by state law. (Ord. 587 § 2.1 (part), 2001)

**3.12.090 General—State and federal funds.**

All applicable statutes, regulations, rules and guidelines are to be followed when using state or federal funds. (Ord. 587 § 2.1 (part), 2001)

**3.12.100 General—Conflict of interest and unlawful activity.**

Any evaluation or selection practice under this chapter that would result in unlawful activity including, but not limited to, any rebate, kickback or unlawful consideration is expressly prohibited. Any award of a contract where a public official has used his or her official position to influence a governmental decision in which he or she knows or has reason to know that he or she has a financial interest in any person or entity who seeks such a contract or in the outcome of the selection process in any way, is expressly prohibited. Employees of the City, who are related to persons or have interests in business entities seeking to contract under this chapter, shall not participate in any aspect of the contract review or selection process. (Ord. 587 § 2.1 (part), 2001)

**3.12.110 General—Collusion with bidder.**

Any employee of the City or any department thereof shall be deemed guilty of malfeasance and shall be disciplined in accordance with City personnel rules and regulations for engaging in any of the following activities:

1. Aiding or assisting a bidder in securing a contract to furnish supplies, materials, equipment or contractual services at a higher price than that proposed by any other bidder;
2. Favoring one bidder over another by giving or withholding information;
3. Willfully misleading any bidder in regard to any matter relevant to the competitive bidding process or the character of the materials or supplies called for by the contract;
4. Knowingly accepting commodities of a quality inferior to those called for by the contract contrary to best interest of the City;
5. Knowingly certifying to a greater amount of service or work performed than has actually been performed;
6. Knowingly certifying to the receipt of an amount or different kind of materials, supplies or equipment than have actually been received. (Ord. 587 § 2.1 (part), 2001)

**3.12.120 General—Collusion by bidder.**

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has colluded with any other party or parties for the purpose of preventing any other bid being made or being made at a lower amount, then the contract so awarded shall be null and void. (Ord. 587 § 2.1 (part), 2001)

**3.12.130 General—Monetary limits.**

All monetary limits for signature and award authority shall be as set forth in a resolution of the City Council as adopted from time to time. (Ord. 587 § 2.1 (part), 2001)

**3.12.140 General—Emergency purchases.**

If an emergency occurs at a time other than during regular business hours, the City Manager may authorize City department heads to purchase directly, any supplies, materials, equipment or contractual services where immediate procurement is essential to prevent delays, in the work of the using department, which may vitally affect the life, health or convenience of citizens. The head of such using department shall submit, as soon as possible, to the Purchasing Manager, a record of the emergency purchase together with a report of the circumstances of the emergency. All emergency purchases, which would otherwise require City Council approval, shall be submitted to the City Council by the City Manager at the next regular City Council meeting for ratification. (Ord. 587 § 2.1 (part), 2001)

**3.12.150 Materials, supplies and equipment—Local vendor preference.**

A 5% preference shall be given to local small business vendors for the purchase of non-professional services, supplies, materials and equipment, quality and price being equal, provided the local small business vendor meets the requirements of this chapter. (Ord. 587 § 2.1 (part), 2001).

The following requirements apply:

1. The City may, but is not required to, consider a local small business vendor preference in awarding qualifying contracts.
2. To be considered for a local small business vendor preference, the business must qualify as a “local small business vendor” as defined in Section 3.12.010.
3. In determining whether to offer a qualified local small business vendor the preference, the City may consider its needs, the contract requirements, the qualifications of all vendors, and all other relevant factors.
4. The 5% local small business preference shall apply to all contracts awarded by the City except for the following contracts:
  - a. A contract for a public project or any other contract required to be awarded to the lowest responsible bidder;
  - b. A contract for professional services pursuant to Section 3.12.270.
  - c. A contract, which if awarded based upon application of the local small business vendor preference, would be prohibited by state or federal law or regulation;
  - d. Contracts required as a result of an emergency where a delay in the performance of the contract would jeopardize the public health, safety or welfare of the residents of the City;
  - e. Contracts where a significant function of City government would be seriously threatened if the contract were not entered into expeditiously as determined by the City;
  - f. A contract which if awarded based upon application of the local vendor preference would result in the loss of state or federal funding.
5. Where competitive quotes or proposals are utilized and the lowest responder is not a local small business vendor, the purchasing officer shall provide the lowest local small business vendor, should one exist and its response is within 5% of the lowest responsible responder, with notice that the local small business vendor is the selected vendor.
6. Upon providing notice to the local small business vendor, the local small business vendor shall have two business days to negotiate a satisfactory contract with the City. In the event a satisfactory contract is negotiated, the contract will be awarded to the local small business vendor. In the event a satisfactory contract is not negotiated, the City may, but is not required to, negotiate and award the contract to:
  - a. The next lowest local small business vendor responding with a cost within 5% of the actual lowest responder, in order of the lowest to highest value; or
  - b. The actual lowest qualifying responder.

**3.12.160 Materials, supplies and equipment—Record keeping of informal quotes.**

The respective department responsible for an open market purchase using a procurement method other than a purchase order shall keep a record of quotations submitted for the purchase. The Purchasing Division shall maintain records of purchases made through the issuance of purchase orders. The Financial & Administrative Services Department shall maintain all other procurement method records. Such records shall be open to public inspection during business hours and shall



be subject to any fees or charges as may be established by City Council. (Ord. 587 § 2.1 (part), 2001)

**3.12.170 Materials, supplies and equipment—Bid limits.**

Except as otherwise provided by this chapter, as restricted by law or when directed by the City Manager, all purchases of materials, supplies and equipment shall be governed by City administrative policy.

**3.12.180 Materials, supplies and equipment—Publication of notice inviting formal bids.**

Notice inviting bids shall be published in a newspaper of general circulation and/or by any other method of advertising that is recognized and accepted for public agency purchasing and is consistent with applicable state law. Advertisements shall be at least fourteen (14) calendar days before the time of the bid opening. It shall be the responsibility of the Purchasing Manager to encourage as wide a response as possible from prospective vendors. Notice inviting bids shall state the time and place for the receiving and opening of sealed bids, a general description of the materials, supplies or equipment to be purchased, the location where bid documents and specifications may be secured and the cost, if any, of the documents and specifications. (Ord. 587 § 2.1 (part), 2001)

**3.12.190 Materials, supplies and equipment—Bidder's security.**

A. When not so required but deemed necessary or desirable by the Purchasing Manager, bids shall be accompanied by a bidder's security. Such security shall be in an amount not less than the amount specified by the notice inviting bids or in the specifications referred to therein, or if no amount is specified by the notice inviting bids, then in an amount not less than ten (10) percent of the aggregate amount of the bid.

B. If the successful bidder neglects or refuses to enter into the contract, or to provide the supplies, materials or equipment according to specifications within the required time, then the amount of the bidder's security shall be declared forfeited to the City. Amounts collected shall be paid into the appropriate fund. All bonds forfeited shall be prosecuted and the amount thereof collected and paid into such fund.

C. All bids not submitted with the requested bidder's security shall be rejected. Unsuccessful bidders shall be entitled to the return of security when such has been requested.

D. When required bidder's security shall be made payable to the city and in one of the following forms:

1. Certified or cashier's check;
2. Bidders bond made payable to the City. Bond to be executed by a corporate surety authorized to engage in such business in California, and listed in the U.S. Department of Treasury's listing of approved sureties;
3. Cash (U.S. funds only). (Ord. 587 § 2.1 (part), 2001)

**3.12.200 Materials, supplies and equipment—Authorization and execution of contract.**

A. Award of contracts for which there are appropriated funds in the City Council approved budget, may be authorized by the City Manager based on levels prescribed by City Council reso-

lution. The Purchasing Manager will execute the contract based on the criteria of this chapter, pertinent resolution(s) and policies. Staff authorized to award contracts may defer to the City Manager or City Council for approval where deemed necessary or otherwise appropriate.

B. Award of bids for items over the prescribed amount authorized by City Council resolution, for which there are appropriated funds in the City Council approved budget, shall be made by the City Council. Once awarded by the City Council, the Mayor or the City Manager, or designee, shall sign such contracts.

**3.12.210 Materials, supplies and equipment—Rejection of bids.**

The City reserves the right to reject any or all bids and to waive any informality or technical defect in a bid. The City, after rejecting bids or if no bids are received, may declare and determine that, in its opinion, based on estimates approved by the City Manager, or designee, the purchase in question may be made without a formal bid procedure and may proceed to have said purchase made in the manner stated without further observation of the provisions of this section. (Ord. 587 § 2.1 (part), 2001)

**3.12.220 Materials, supplies and equipment—Tie formal bids.**

Except as otherwise provided in this chapter, if two or more formal bids received for the purchase of materials, supplies or equipment are for the same aggregate amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, at its discretion and at the prescribed authority levels in this chapter, the Purchasing Manager or the City Council may accept either bid or the lowest bid made by and after negotiation with the tie bidders. (Ord. 587 § 2.1 (part), 2001)

**3.12.230 Materials, supplies and equipment—No formal bids received.**

When no bids or no responsive bids are received, the Purchasing Manager is authorized to negotiate for written proposals. Award of contract may be made in accordance with applicable provisions prescribed herein. (Ord. 587 § 2.1 (part), 2001)

**3.12.240 Materials, supplies and equipment—Withdrawal or correction of formal bid.**

A. Prior to bid opening date and time, bids submitted may be withdrawn by written or telegraphic request received by the City before the hour set for opening. After such hour it may not be withdrawn.

B. After bid opening date and time, any bidder who seeks to withdraw or modify a bid because of inadvertent computational error shall notify the Purchasing Manager no later than three City working days following the bid opening. The bidder shall provide worksheets and other such information as may be appropriate or required by the Purchasing Manager to substantiate the claim of inadvertent error. Failure to do so may bar such relief and allow recourse from the bid surety if applicable. The burden shall be upon the bidder to prove such error. (Ord. 587 § 2.1 (part), 2001)

**3.12.250 Materials, supplies and equipment—Waiver of formal bid procedures.**

In any of the following instances and notwithstanding any provision of this chapter to the contrary, the formal bid procedures shall be dispensed with provided there exists an unencumbered appropriation in the program against which the expense is to be charged (approved budgeted item):

1. The commodity can be obtained from only one vendor (a sole source or single source), as prescribed in Section 3.12.080;
2. Acquisition of materials, supplies and equipment utilizing the “piggyback” process following all laws, rules and regulations;
3. The purchase of used material or equipment;
4. The purchase of materials, supplies and equipment from another government entity;
5. During an emergency;
6. California Multiple Award Schedule (CMAS) is utilized when competitively awarded by the State of California. (Ord. 624 § 1.6, 2003: Ord. 587 § 2.1 (part), 2001)

**3.12.260 Materials, supplies and equipment—Cooperative purchasing or “piggybacking.”**

Where advantageous for the City and to the extent consistent with state law, the City Manager may authorize the Financial & Administrative Services Director or the Purchasing Manager to purchase supplies, materials, equipment or contractual services through legal, competitively awarded contracts with or of other governmental jurisdictions or public agencies, including California Multiple Award Schedules (CMAS) commonly referred to as “piggybacking,” without further contracting, solicitation or formal bidding as described in this chapter. (Ord. 624 § 1.7, 2003: Ord. 587 § 2.1 (part), 2001)

**3.12.270 Contracted services—General.**

Due to the nature of contracts for service, formal bids shall not be required. Contracts for service, negotiated by the City, shall be based on the vendor’s demonstrated competence and professional qualifications for the service required. Whenever possible, quotes should be obtained from at least three sources using the request for quote or the request for proposal process. Vendor selection, without obtaining three quotes, shall require justification to the City Manager or designee. Upon approval by the City Manager, or designee, each contract will be accompanied by a purchase order. Authority to contract for service is based on signature authority set forth by City Council resolution from time to time. (Ord. 587 § 2.1 (part), 2001)

**3.12.280 Contracted services—Paid for by others.**

The provisions of this chapter shall not apply to contracted services that are not paid for out of public funds. (Ord. 587 § 2.1 (part), 2001)

**3.12.290 Contracted services—Legal services.**

The provisions of this chapter shall not apply to attorney or consultant services contracted for under the direction of the City Attorney or other individual per the City Manager. (Ord. 587 § 2.1 (part), 2001)

**3.12.300 Public projects—General.**

A. The process for obtaining contractors for work on a public project shall be in accordance with applicable provisions of California Public Contract Code Division 2, General Provisions. The City has adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act (the “Act”) commencing with California Public Contract Code 22000-22045 (see Resolution No. 86-40). All public works contracts shall be advertised, bid, awarded in conformity with the Act and any other applicable state or federal law or regulation.

B. All public works contracts shall include all required clauses, as prescribed by federal and state laws and codes.

C. The City Council shall award contracts greater than the prescribed limit based on the most current public contract code. The City Manager may award and execute contracts, including all contracts for work performed under assessment district, community facilities district proceedings and for public works construction, improvement, repair, or maintenance up to the prescribed limit, except as restricted by law.

D. The payment of general prevailing rate of wages shall be required of all public works contracts, as required by the applicable state and/or federal law and regulations.

E. The alternative contracting procedures dollar amount limitations shall be in conformance with the Act, as amended from time to time, and any applicable regulations.

F. Informal bidding for the selection of contractors to perform public projects pursuant to subdivision (b) of Section 22032 of the Public Contract Code. This ordinance shall include all of the following:

- (a) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the Public Agency, consistent with the requirements of the commission.
- (b) All contractors on the list for the category of work being bid or all construction trade journals specified in Section 22036, or both all contractors on the list for the category of work being bid and all construction trade journals specified in Section 22036, shall be mailed a notice inviting informal bids unless the product or service is proprietary.
- (c) All mailing of notices to contractors and construction trade journals pursuant to subdivision (b) shall be completed not less than the prescribed limit, based on the most recent public contract code, before bids are due.
- (d) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

- (e) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.
- (f) If all bids received are in excess of **the prescribed limit based on the most current public contract code**, the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at the higher prescribed limit based on the most current public contract code, or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

G. Public projects for emergency repair or replacement of public facilities may be let to contract by emergency contracting procedures shall be in conformance with the Public Contract Code, Section 22050, Emergency Contracting Procedures.

H. It shall be unlawful to split or separate a public project into smaller work orders or projects for the purpose of evading the provisions of Article 4, Division 2, Section 20163 of the Public Contract Code, requiring public work to be done by contract after competitive bidding. Every person who willfully violates this provision of this section is guilty of a misdemeanor, per Penal Code Section 19. (Ord. 587 § 2.1 (part), 2001)

I. The design-build method of construction may be utilized when following all local, state and federal laws.

**3.12.310 Public projects—Professional services.**

A. The process for obtaining professional and incidental services work shall be in accordance with the California Government Code Title 1, Division 5, Chapter 10, Section 4525 through Section 4529.8.

B. The process for obtaining professional and incidental services for federally financed projects shall be in accordance with the California Government Code Title 1, Division 5, Chapter 10, Section 4525 through Section 4529.5, Federal Property and Administrative Services Act of 1949 Title 40, USCA Section 541 through Section 544.

C. All public works professional service contracts shall include all required clauses, as prescribed by federal and state laws and codes.

D. Selection of professional services firms shall be based on demonstrated competence and qualifications for the types of services to be performed at fair and reasonable prices per Section 4526 of the Government Code. Furthermore, these procedures shall assure maximum participation of small business firms, as defined by the state’s Director of General Services pursuant to Section 14837 of the Government Code.

E. The City Manager, or designee, shall negotiate a contract with the most qualified firm, except as provided for emergency purchases. (Ord. 587 § 2.1 (part), 2001)

**3.12.320 Severability**

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof. The City Council hereby declares that it

would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

**3.12.330 Debarment or Suspension (federally funded contractors)**

Where federal funding is utilized, in whole or part, the City of Moreno Valley shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and ensure that they do not solicit offers from, award contracts to, or consent to subcontracts with contractors whose names are in the Excluded Parties List System (EPLS), as outlined in the Federal Acquisition Regulation (FAR) FAR 9.4, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404

SECTION 3. EFFECT OF ENACTMENT:

3.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 4. NOTICE OF ADOPTION:

4.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the City.

SECTION 5. EFFECTIVE DATE:

5.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED by the City Council and signed by the Mayor and attested by the City Clerk this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO LEGAL FORM:

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

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